

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

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Next Resolution No. 2023-08  
Next Ordinance No. 851

**AGENDA  
REGULAR MEETING  
LOMITA CITY COUNCIL  
TUESDAY, MAY 2, 2023  
6:00 P.M.**

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

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

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

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

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

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

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

**1. OPENING CEREMONIES**

- a. Call Meeting to Order
- b. Flag Salute
- c. Invocation – Council Member Segawa
- 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-j 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. Approve the Replacement of the ALPR Camera System on the City's Parking Enforcement vehicle with two Automated License Plate Reader (ALPR) Camera Systems on Sheriff's Department Vehicles

**RECOMMENDED ACTION:** Authorize removal of the outdated ALPR Camera System from the City's parking enforcement vehicle; approve the purchase of two ALPR Camera Systems through the Sheriff's Department for installation on Los Angeles County Sheriff's Department Vehicles; and authorize the City Manager to execute the necessary documents as part of the annual contract authorization.

- d. Second Reading and Adoption of Ordinance No. 848 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

**RECOMMENDED ACTION:** Adopt 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**

- e. Second Reading and Adoption of Ordinance No. 849 Amending Title 2, Chapter 4, Section 2-4.01 of the Lomita Municipal Code Pertaining to Council Member Compensation

**RECOMMENDED ACTION:** Adopt Ordinance.

**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**

- f. Second Reading and Adoption of Ordinance No. 850 Amending Lomita Municipal Code Title VI (Businesses, Professions and Trades), Chapter 8 (Massage Businesses and Practitioners) to Clarify Language and Specify Regulations

**RECOMMENDED ACTION:** Adopt 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**

- g. Third Amendment to the Agreement with Willdan Financial Services for Parks & Recreation and Sewer Impact Fee Studies

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

- h. Professional Services Agreement with Kimley-Horn and Associates, Inc. for Traffic Calming Toolkit

**RECOMMENDED ACTION:** Approve a Professional Services Agreement with Kimley-Horn and Associates, Inc. for Traffic Calming Toolkit in the amount of \$77,040.00 plus a 10% contingency amount of \$7,704.00; and authorize the City Manager and City Clerk to execute the Agreement.

- i. Resolutions Amending Compensation Plan for Full-Time Non-Represented Employees for the period of July 1, 2022 – June 30, 2024, and Amending the List of Positions for FY 22-24

**RECOMMENDED ACTION:** Adopt resolutions amending the Compensation Plan for Full-Time Non-Represented Employees for the period of July 1, 2022 – June 30, 2024; amending the List of Positions for Fiscal Year 22-24 adding the position of Accountant; and adopting the Accountant Job Classification.

**RESOLUTION NO. 2023-08 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING A COMPENSATION PLAN FOR NON-REPRESENTED EMPLOYEES FOR FISCAL YEARS 2022-23 THROUGH 2024-25 AND RESCINDING RESOLUTION NO. 2022-33**

**RESOLUTION NO. 2023-09 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, AMENDING RESOLUTION NO. 2022-31, AND ESTABLISHING A COMPENSATION PLAN FOR EMPLOYEES FOR THE FISCAL YEAR COMMENCING JULY 1, 2022, AND ENDING JUNE 30, 2024**

- j. 2023 Helen Putnam Award for Excellence Application

**RECOMMENDED ACTION:** Receive and file the 2023 Helen Putnam Award for Excellence application.

**8. SCHEDULED ITEMS**

- a. **DISCUSSION AND CONSIDERATION OF THE NOMINATION OF KEN BLACKWOOD FOR THE LOMITA CIRCLE OF HONOR AWARD**

Presented by Lina Hernandez, Sr. Management Analyst

**RECOMMENDED ACTION:** That the City Council provide staff direction regarding the nomination.

- b. DISCUSSION AND CONSIDERATION OF A RESOLUTION OF INTENT TO LEVY ANNUAL ASSESSMENTS FOR LANDSCAPE MAINTENANCE DISTRICT NO. 1 FOR FISCAL YEAR 2023-2024**

Presented by Carla Dillon, Public Works Director

**RECOMMENDED ACTION:** Adopt Resolution and set the public hearing date for June 6, 2023.

**RESOLUTION NO. 2023-10 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING THE ENGINEER’S REPORT FOR THE CITY OF LOMITA’S LANDSCAPE MAINTENANCE DISTRICT NO. 1 CHARGES FOR FISCAL YEAR 2023-24 AND DECLARING THE INTENT OF THE CITY COUNCIL TO LEVY AND COLLECT ASSESSMENTS WITHIN THE LOMITA LANDSCAPE MAINTENANCE DISTRICT NO. 1 FOR THE FISCAL YEAR COMMENCING JULY 1, 2023, AND ENDING JUNE 30, 2024, AND SETTING A PUBLIC HEARING DATE OF JUNE 6, 2023**

- c. DISCUSSION AND CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH DE NOVO PLANNING GROUP FOR GENERAL PLAN & ZONING ORDINANCE UPDATE**

Presented by Brianna Rindge, Community & Economic Development Director

**RECOMMENDED ACTION:** Approve a Professional Services Agreement with De Novo Planning Group for the General Plan and Comprehensive Zoning Code Update and all California Environmental Quality Act work in the amount of \$1,324,482 plus a 10% contingency amount of \$132,448 through fiscal year 2024-2025; and authorize the City Manager and City Clerk to execute the Agreement.

**9. PUBLIC HEARINGS**

- a. DISCUSSION AND CONSIDERATION OF A ZONE TEXT AMENDMENT UPDATING REGULATIONS REGARDING THE KEEPING OF HEN CHICKENS WITHIN THE A-1 (AGRICULTURE, NONCOMMERCIAL) AND R-1 (SINGLE-FAMILY RESIDENTIAL) ZONES**

Presented by Brianna Rindge, Community & Economic Development Director

**RECOMMENDED ACTION:** After the City Attorney reads the title of the ordinance, accept the recommendation of the Planning Commission and introduce on first reading an ordinance amending Lomita’s Municipal Code Article 30 (Residential Zones) to Update Regulations Regarding the Keeping of Hen Chickens Within The A-1 (Agriculture, Noncommercial) and R-1 (Single-Family Residential) Zones; find the project is categorically exempt from the California Environmental Quality Act; and direct staff to schedule the second reading and adoption of the ordinance.

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

**b. DISCUSSION AND CONSIDERATION OF A ZONE TEXT AMENDMENT REGULATING PLANNED RESIDENTIAL DEVELOPMENTS**

Presented by Brianna Rindge, Community & Economic Development Director

**RECOMMENDED ACTION:** After the City Attorney reads the title of the ordinance, accept the recommendation of the Planning Commission and introduce on first reading an ordinance amending Lomita’s Municipal Code Title XI (Planning and Zoning) to specify regulations in compatibility with adopted Ordinance No. 839 regulating planned residential developments; find the project is categorically exempt from the California Environmental Quality Act; and direct staff to schedule the second reading and adoption of the ordinance.

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

**c. DISCUSSION AND CONSIDERATION OF A ZONE TEXT AMENDMENT UPDATING OUTDOOR DINING REGULATIONS**

Presented by Brianna Rindge, Community & Economic Development Director

**RECOMMENDED ACTION:** After the City Attorney reads the title of the ordinance, accept the recommendation of the Planning Commission and introduce on first reading an ordinance amending Lomita’s Municipal Code Section 11-1.68.06 (Outdoor Dining) to update outdoor dining regulations; find the project is categorically exempt from the California Environmental Quality Act; and direct staff to schedule the second reading and adoption of the ordinance.

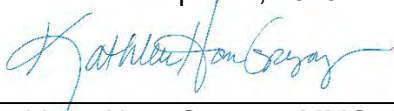
**ORDINANCE NO. 853 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING ZONING TEXT AMENDMENT 2023-03 AMENDING LOMITA MUNICIPAL CODE TITLE XI (PLANNING AND ZONING), CHAPTER 1 (ZONING), ARTICLE 68 (SPECIAL DEVELOPMENT STANDARDS), SECTION 11-1.68.06 (OUTDOOR DINING) TO UPDATE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

**10. ADJOURNMENT**

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

*In compliance with the Americans with Disabilities Act (ADA) if you need special assistance to participate in this meeting, please contact the office of the City Clerk at (310) 325-7110. Notification at least forty-eight (48) hours prior to the meeting will enable the City to make reasonable arrangements. I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted not less than 72 hours prior to the meeting at the following locations: Lomita City Hall, Lomita Park, and uploaded to the City of Lomita website [http://www.lomita.com/cityhall/city\\_agendas/](http://www.lomita.com/cityhall/city_agendas/).*

Date Posted: April 27, 2023



Kathleen Horn Gregory, MMC, City Clerk


TO: Honorable Mayor and City Council  
FROM: Administrative Services Department  
DATE: May 2, 2023  
SUBJECT: WARRANT REGISTER  
PAYROLL REGISTER

May 2, 2023	TOTAL WARRANTS ISSUED:	\$529,903.88
	Wires Transfers:	10853-10862
	Prepay:	530526-530527
	Check Numbers:	530528-530595

Total Pages of Register: 15

April 21, 2023	TOTAL PAYROLL ISSUED:	\$120,402.17
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I hereby certify that the demands or claims covered by the checks listed on pages 1 to 15 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 4/19/2023 - 5/2/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
<b>Vendor: 6948 - A1 Lawnmower Shop</b>					
530528	05/02/2023	A1 Lawnmower Shop	01431	String for Edger	51.82
530528	05/02/2023	A1 Lawnmower Shop	01431	Trimmer Head	29.76
530528	05/02/2023	A1 Lawnmower Shop	01431	Oil	5.51
530528	05/02/2023	A1 Lawnmower Shop	01434	Trimmer Head	59.53
530528	05/02/2023	A1 Lawnmower Shop	01435	Trimmer Repair	35.00
				<b>Vendor 6948 - A1 Lawnmower Shop</b>	<b>Total: 181.62</b>
<b>Vendor: 7318 - A-A Backflow Testing &amp; Maintenance</b>					
530529	05/02/2023	A-A Backflow Testing & Maintenance	81876	Backflow Testing	130.00
				<b>Vendor 7318 - A-A Backflow Testing &amp; Maintenance</b>	<b>Total: 130.00</b>
<b>Vendor: 7353 - ACE Whatever It Takes</b>					
530530	05/02/2023	ACE Whatever It Takes	5817	11" L X 9" W 600 Grit Silicon Ca...	21.80
530530	05/02/2023	ACE Whatever It Takes	5817	Sanding Spong Fine Black	3.95
530530	05/02/2023	ACE Whatever It Takes	5822	Duct Tape Black 30 Yard	13.22
530530	05/02/2023	ACE Whatever It Takes	5822	Packing Tape Clear 1.88 X 22Y	4.40
530530	05/02/2023	ACE Whatever It Takes	5822	Scott Paper Rags 12 in. W X 10 i...	16.53
530530	05/02/2023	ACE Whatever It Takes	5822	1" W X 14 ft. L Orange Tie Down...	26.45
530530	05/02/2023	ACE Whatever It Takes	5822	Foam Brush Wood 8-Pk	3.96
530530	05/02/2023	ACE Whatever It Takes	5822	Hex Bush 1/4" M X 1/8" F	6.59
530530	05/02/2023	ACE Whatever It Takes	5822	Linzerchip Brush Set 6-Pc	6.60
530530	05/02/2023	ACE Whatever It Takes	5823	Misc. Fasteners	11.01
530530	05/02/2023	ACE Whatever It Takes	5823	Air Tool Oil 4 oz	16.50
530530	05/02/2023	ACE Whatever It Takes	5823	Misc. Fasteners	29.76
				<b>Vendor 7353 - ACE Whatever It Takes</b>	<b>Total: 160.77</b>
<b>Vendor: 7445 - All City Management Services, Inc.</b>					
530531	05/02/2023	All City Management Services, Inc.	84683	Crossing Guard Services	3,470.22
				<b>Vendor 7445 - All City Management Services, Inc. Total:</b>	<b>3,470.22</b>
<b>Vendor: 4060 - Allianz Life Insurance Co.</b>					
530532	05/02/2023	Allianz Life Insurance Co.	April 23	Employee Life Insurance April 23	53.00
				<b>Vendor 4060 - Allianz Life Insurance Co. Total:</b>	<b>53.00</b>
<b>Vendor: 0545 - Allied Waste Transfer Services (BFI Falcon TS)</b>					
530533	05/02/2023	Allied Waste Transfer Services (... 4404-000021726		Dump Fee	818.62
530533	05/02/2023	Allied Waste Transfer Services (... 4404-000021726		Dump Fee	4,203.79
				<b>Vendor 0545 - Allied Waste Transfer Services (BFI Falcon TS) Total:</b>	<b>5,022.41</b>
<b>Vendor: 12155 - Amazon Capital Services</b>					
530534	05/02/2023	Amazon Capital Services	14M4-4MM6-1X4J	Philips Light Bulbs	76.10
530534	05/02/2023	Amazon Capital Services	16TM-LWY7-4RMH	Rubber Cable Ramp Cord	352.74
530534	05/02/2023	Amazon Capital Services	16TM-LWY7-4RMH	Twist-Lock Generator Power Ex...	347.28
530534	05/02/2023	Amazon Capital Services	16TM-LWY7-4RMH	50-Amp Generator Extension C...	70.94
530534	05/02/2023	Amazon Capital Services	17LT-6KHN-NDPR	USB 3.0 Adapter	51.06
530534	05/02/2023	Amazon Capital Services	1971-7GRQ-1NYX	Adapter 3.0/2.0	14.98
530534	05/02/2023	Amazon Capital Services	1DVC-WF6F-496H	AA Batteries 32-Pk	25.42
530534	05/02/2023	Amazon Capital Services	1GYG-1DF9-9VH3	Desk Calendar April 2023-Sept...	20.94
530534	05/02/2023	Amazon Capital Services	1J9Y-4YTR-4KY3	Walkie Talkie with Headphone	450.81
530534	05/02/2023	Amazon Capital Services	1LDY-M7F3-1W6Q	Compact Wireless Digital Color ...	330.74
530534	05/02/2023	Amazon Capital Services	1N9C-K14J-1GC7	36" Stand Up Desk Converter	218.28
530534	05/02/2023	Amazon Capital Services	1NXL-YWFF-3TXG	Wire Egg Basket with Wood Ha...	-10.46
530534	05/02/2023	Amazon Capital Services	1R9J-QCYF-36NW	Black Wall Clocks, Silent Non Ti...	119.76
				<b>Vendor 12155 - Amazon Capital Services Total:</b>	<b>2,068.59</b>
<b>Vendor: 7408 - American Fidelity</b>					
10854	04/20/2023	American Fidelity	D577203	Employee Life/Accident Insuran...	742.40
10854	04/20/2023	American Fidelity	D577203	Employee Life/Accident Insuran...	17.23

Warrant Registert

Payment Dates: 4/19/2023 - 5/2/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
10854	04/20/2023	American Fidelity	D577203	Employee Life/Accident Insuran...	56.97
10854	04/20/2023	American Fidelity	D577203	Employee Life/Accident Insuran...	98.46
10854	04/20/2023	American Fidelity	D577203	Employee Life/Accident Insuran...	198.88
10854	04/20/2023	American Fidelity	D577203	Employee Life/Accident Insuran...	164.10
10854	04/20/2023	American Fidelity	D577203	Employee Life/Accident Insuran...	3.07
10854	04/20/2023	American Fidelity	D577203	Employee Life/Accident Insuran...	3.30
10854	04/20/2023	American Fidelity	D577203	Employee Life/Accident Insuran...	108.00
10854	04/20/2023	American Fidelity	D577203	Employee Life/Accident Insuran...	408.47
10856	05/01/2023	American Fidelity	2160077A	Employee Flexible Spending Ac...	1,834.29
				<b>Vendor 7408 - American Fidelity</b>	<b>Total: 3,635.17</b>

Vendor: 4010 - Ameritas Life Insurance

530535	05/02/2023	Ameritas Life Insurance	April 23	Employee Dental Insurance-Apri..	50.88
530535	05/02/2023	Ameritas Life Insurance	April 23	Employee Dental Insurance-Apri..	2,922.53
530535	05/02/2023	Ameritas Life Insurance	April 23	Employee Dental Insurance-Apri..	94.13
530535	05/02/2023	Ameritas Life Insurance	April 23	Employee Dental Insurance-Apri..	73.78
530535	05/02/2023	Ameritas Life Insurance	April 23	Employee Dental Insurance-Apri..	38.16
530535	05/02/2023	Ameritas Life Insurance	April 23	Employee Dental Insurance-Apri..	53.33
530535	05/02/2023	Ameritas Life Insurance	April 23	Employee Dental Insurance-Apri..	152.64
530535	05/02/2023	Ameritas Life Insurance	April 23	Employee Dental Insurance-Apri..	72.46
530535	05/02/2023	Ameritas Life Insurance	April 23	Employee Dental Insurance-Apri..	61.06
530535	05/02/2023	Ameritas Life Insurance	April 23	Employee Dental Insurance-Apri..	101.76
530535	05/02/2023	Ameritas Life Insurance	April 23	Employee Dental Insurance-Apri..	96.67
530535	05/02/2023	Ameritas Life Insurance	April 23	Employee Dental Insurance-Apri..	180.62
530535	05/02/2023	Ameritas Life Insurance	April 23	Employee Dental Insurance-Apri..	101.76
530535	05/02/2023	Ameritas Life Insurance	April 23	Employee Dental Insurance-Apri..	11.70
530535	05/02/2023	Ameritas Life Insurance	April 23	Employee Dental Insurance-Apri..	5.09
530535	05/02/2023	Ameritas Life Insurance	April 23	Employee Dental Insurance-Apri..	7.63
530535	05/02/2023	Ameritas Life Insurance	April 23	Employee Dental Insurance-Apri..	16.28
530535	05/02/2023	Ameritas Life Insurance	April 23	Employee Dental Insurance-Apri..	63.60
530535	05/02/2023	Ameritas Life Insurance	April 23	Employee Dental Insurance-Apri..	53.33
530535	05/02/2023	Ameritas Life Insurance	April 23	Employee Dental Insurance-Apri..	656.67
				<b>Vendor 4010 - Ameritas Life Insurance</b>	<b>Total: 4,814.08</b>

Vendor: 12257 - Aramsco Inc.

530536	05/02/2023	Aramasco Inc.	S5767396.001	Nitrile Black Gloves	153.36
530536	05/02/2023	Aramasco Inc.	S5767396.001	Black Liners B60 X 36 X 58	572.31
530536	05/02/2023	Aramasco Inc.	S5771574.001	Broom Warehouse Mill Corn 4 ...	51.16
530536	05/02/2023	Aramasco Inc.	S5771574.001	Nitrile Black Gloves	179.98
530536	05/02/2023	Aramasco Inc.	S5784904.001	Urine Neutralizer	56.36
530536	05/02/2023	Aramasco Inc.	S5784904.001	Toilet Tissue Jumbo 9" 2-Ply 12 ...	534.79
530536	05/02/2023	Aramasco Inc.	S5784904.001	Black Liners B60XH 36 X 58	217.50
530536	05/02/2023	Aramasco Inc.	S5784904.001	Multi Fold Towels 250 per Pack,...	134.77
530536	05/02/2023	Aramasco Inc.	S5784904.001	Nitrile Gloves	105.07
530536	05/02/2023	Aramasco Inc.	S5784904.001	Neutra Klean No Rinse	44.14
530536	05/02/2023	Aramasco Inc.	S5784904.001	Seat Covers 1/2 Fold 250 per Pa...	50.06
530536	05/02/2023	Aramasco Inc.	S5784904.001	Multi Fold Towels	276.45
530536	05/02/2023	Aramasco Inc.	S5784904.001	Toilet Tissue 2-Ply 96 Rolls 500 ...	80.31
				<b>Vendor 12257 - Aramsco Inc. Total:</b>	<b>2,456.26</b>

Vendor: 12827 - Ashley Fausto

530537	05/02/2023	Ashley Fausto	2004035.001	Refund-Picnic Shelter Deposit- ...	40.00
				<b>Vendor 12827 - Ashley Fausto Total:</b>	<b>40.00</b>

Vendor: 6609 - AT&T

530538	05/02/2023	AT&T	19759820	City Hall and Park March 23	472.55
530538	05/02/2023	AT&T	19759820	Water March 23	47.31
530538	05/02/2023	AT&T	19759822	Railroad Museum March 23	24.49
530538	05/02/2023	AT&T	19760224	City Hall March 23	17.94
				<b>Vendor 6609 - AT&amp;T</b>	<b>Total: 562.29</b>

Vendor: 3334 - Autozone, Inc.

530539	05/02/2023	Autozone, Inc.	2859614867	VP-Clamps	9.25
530539	05/02/2023	Autozone, Inc.	2859615865	Glass Fuses	4.58

## Warrant Registert

Payment Dates: 4/19/2023 - 5/2/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
530539	05/02/2023	Autozone, Inc.	2859615865	In line Fuse Holder	3.52
530539	05/02/2023	Autozone, Inc.	2859615865	Butt Connector Assortment	4.28
530539	05/02/2023	Autozone, Inc.	2859615865	Heavy Duty Oil Stabilizer	17.52
530539	05/02/2023	Autozone, Inc.	2859616167	Dorman O-Ring Assortment	5.06
530539	05/02/2023	Autozone, Inc.	2859616167	Sylvania Silver Star Ultra Bulbs	53.13
530539	05/02/2023	Autozone, Inc.	2859616167	2000 Amp Lithium Jump Starter	233.72
530539	05/02/2023	Autozone, Inc.	2859616687	Multi-Purpose Microfiber Towels	7.04
530539	05/02/2023	Autozone, Inc.	2859616687	Sylvania Long Life Bulbs	8.81
530539	05/02/2023	Autozone, Inc.	2859616687	1/4" Dr T Handle 10 PC Spline S...	34.38
				<b>Vendor 3334 - Autozone, Inc.</b>	<b>Total: 381.29</b>
<b>Vendor: 0415 - B.D. White Top Soil Co.</b>					
530540	05/02/2023	B.D. White Top Soil Co.	88612	Dirt Mix	81.59
				<b>Vendor 0415 - B.D. White Top Soil Co.</b>	<b>Total: 81.59</b>
<b>Vendor: 7524 - California Consulting, Inc.</b>					
530541	05/02/2023	California Consulting, Inc.	5865	Grant Writing Services	9,000.00
530541	05/02/2023	California Consulting, Inc.	5865	Grant Writing Services	4,000.00
				<b>Vendor 7524 - California Consulting, Inc. Total:</b>	<b>13,000.00</b>
<b>Vendor: 7319 - California State Disbursement Unit</b>					
530542	05/02/2023	California State Disbursement ...	050523	Employee Garnishment-Pay Dat...	230.76
				<b>Vendor 7319 - California State Disbursement Unit</b>	<b>Total: 230.76</b>
<b>Vendor: 12703 - Clifford Sims</b>					
530543	05/02/2023	Clifford Sims	041123	Basketball Forfeit Fee	70.00
				<b>Vendor 12703 - Clifford Sims Total:</b>	<b>70.00</b>
<b>Vendor: 4040 - Colonial Insurance Co.</b>					
10855	04/20/2023	Colonial Insurance Co.	April 23	Employee Life/Accident Insuran...	474.33
10855	04/20/2023	Colonial Insurance Co.	April 23	Employee Life/Accident Insuran...	453.82
10855	04/20/2023	Colonial Insurance Co.	April 23	Employee Life/Accident Insuran...	220.87
10855	04/20/2023	Colonial Insurance Co.	April 23	Employee Life/Accident Insuran...	80.09
10855	04/20/2023	Colonial Insurance Co.	April 23	Employee Life/Accident Insuran...	73.62
10855	04/20/2023	Colonial Insurance Co.	April 23	Employee Life/Accident Insuran...	97.04
				<b>Vendor 4040 - Colonial Insurance Co.</b>	<b>Total: 1,399.77</b>
<b>Vendor: 7371 - Corporate Payment Systems</b>					
530544	05/02/2023	Corporate Payment Systems	M. Andersen 032723	Microsoft Subscription	69.99
530544	05/02/2023	Corporate Payment Systems	M. Andersen 032723	Office Supplies	185.87
530544	05/02/2023	Corporate Payment Systems	M. Andersen 032723	7-ft x 7-ft Craftsman Resin Stor...	1,208.90
				<b>Vendor 7371 - Corporate Payment Systems</b>	<b>Total: 1,464.76</b>
<b>Vendor: 12704 - David Evans &amp; Associates, Inc.</b>					
530545	05/02/2023	David Evans & Associates, Inc.	533745	Engineering Design-Street Reco...	4,108.00
				<b>Vendor 12704 - David Evans &amp; Associates, Inc. Total:</b>	<b>4,108.00</b>
<b>Vendor: 1075 - Department of Justice</b>					
530546	05/02/2023	Department of Justice	647830	Live Scan March 23	123.00
				<b>Vendor 1075 - Department of Justice</b>	<b>Total: 123.00</b>
<b>Vendor: 12638 - Diala Zuniga</b>					
530547	05/02/2023	Diala Zuniga	2004017.001	Refund - Soccer D4 Coed	45.00
				<b>Vendor 12638 - Diala Zuniga Total:</b>	<b>45.00</b>
<b>Vendor: 7340 - Division of the State Architect</b>					
530548	05/02/2023	Division of the State Architect	040323	January-March 23	125.60
				<b>Vendor 7340 - Division of the State Architect Total:</b>	<b>125.60</b>
<b>Vendor: 12580 - Elite Special Events, Inc.</b>					
530549	05/02/2023	Elite Special Events, Inc.	144	Founder's Day-Train Ride Servic...	1,850.00
				<b>Vendor 12580 - Elite Special Events, Inc. Total:</b>	<b>1,850.00</b>
<b>Vendor: 12826 - Elizabeth Zaragoza</b>					
530550	05/02/2023	Elizabeth Zaragoza	2004036.001	Refund-Tom Rico Center Deposi...	200.00
				<b>Vendor 12826 - Elizabeth Zaragoza Total:</b>	<b>200.00</b>

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Payment Dates: 4/19/2023 - 5/2/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
<b>Vendor: 4685 - Erika Reyes</b>					
530551	05/02/2023	Erika Reyes	041823	Wellness Reimbursement	150.00
				<b>Vendor 4685 - Erika Reyes</b>	<b>Total: 150.00</b>
<b>Vendor: 2095 - Ewing Irrigation Products</b>					
530552	05/02/2023	Ewing Irrigation Products	18969541	Compact Utility Shovel	13.43
530552	05/02/2023	Ewing Irrigation Products	18969541	Commercial Round Pint Shovel	60.79
				<b>Vendor 2095 - Ewing Irrigation Products</b>	<b>Total: 74.22</b>
<b>Vendor: 3010 - Famart Welding, Inc.</b>					
530553	05/02/2023	Famart Welding, Inc.	8578	Repair Welding on Cement Cutt...	100.00
				<b>Vendor 3010 - Famart Welding, Inc.</b>	<b>Total: 100.00</b>
<b>Vendor: 3306 - Global Power Group Inc.</b>					
530554	05/02/2023	Global Power Group Inc.	87045	Annual Monitoring Fee March 2...	365.00
				<b>Vendor 3306 - Global Power Group Inc.</b>	<b>Total: 365.00</b>
<b>Vendor: 12624 - Global Rental Co. Inc.</b>					
530555	05/02/2023	Global Rental Co. Inc.	4000179	Aerial Device Truck Rental 4/5/...	3,969.00
				<b>Vendor 12624 - Global Rental Co. Inc. Total:</b>	<b>3,969.00</b>
<b>Vendor: 12737 - Guma Masuda</b>					
530556	05/02/2023	Guma Masuda	2004028.001	Refun-Picnic Shelter Deposit-Re...	40.00
				<b>Vendor 12737 - Guma Masuda Total:</b>	<b>40.00</b>
<b>Vendor: 3036 - Harbor Freight Tools USA, Inc.</b>					
530557	05/02/2023	Harbor Freight Tools USA, Inc.	1012189	Nitrile Gloves 100-Pk	22.02
				<b>Vendor 3036 - Harbor Freight Tools USA, Inc.</b>	<b>Total: 22.02</b>
<b>Vendor: 3052 - Home Depot Credit Services</b>					
530558	05/02/2023	Home Depot Credit Services	0097005	Hex Bolt Zinc 5/16 X 3	0.71
530558	05/02/2023	Home Depot Credit Services	0097005	3 in. Stainless Steel Hook and E...	25.36
530558	05/02/2023	Home Depot Credit Services	0102198	Dual Range Non Contact Voltag...	33.04
530558	05/02/2023	Home Depot Credit Services	0102198	1-Gang White Textured Round B...	1.53
530558	05/02/2023	Home Depot Credit Services	0102198	1/2" FIP x 12" Braided Polymer ...	28.13
530558	05/02/2023	Home Depot Credit Services	0102198	Test Kit with Voltage and Recep...	18.71
530558	05/02/2023	Home Depot Credit Services	0102198	144 oz All Purpose Multi-Surfac...	16.96
530558	05/02/2023	Home Depot Credit Services	0102198	Clorale Bleach Concentrated 12...	14.29
530558	05/02/2023	Home Depot Credit Services	0102198	8 in. Composite Shim (12-Bundl...	5.03
530558	05/02/2023	Home Depot Credit Services	0102198	144 oz. Lavender Disinfecting Al...	13.87
530558	05/02/2023	Home Depot Credit Services	2013930	Water Bottle Deposit	7.20
530558	05/02/2023	Home Depot Credit Services	2013930	1/2 Liter Water 24-Pk	29.88
530558	05/02/2023	Home Depot Credit Services	2013930	Reciprocating Saw Blade 1-Pk	42.90
530558	05/02/2023	Home Depot Credit Services	2013930	Reciprocating Saw Blades 3-Pk	36.94
530558	05/02/2023	Home Depot Credit Services	2632421	14.1 oz Propane Gas Cylinder R...	6.72
530558	05/02/2023	Home Depot Credit Services	2632421	Soldering Kit w/1.7 oz. Lead-Fre...	26.91
530558	05/02/2023	Home Depot Credit Services	2632421	1/2" Copper 90-Degree Cup x C...	2.32
530558	05/02/2023	Home Depot Credit Services	2632421	1/2" Copper Pressure Slip Coupl...	4.17
530558	05/02/2023	Home Depot Credit Services	2632421	1/2 in. O.D. Tube Cleaning Brush	4.71
530558	05/02/2023	Home Depot Credit Services	2632421	1/2" Automatic Copper Tube Cu...	19.82
530558	05/02/2023	Home Depot Credit Services	2632421	Pencil Flame Brass Torch	20.93
530558	05/02/2023	Home Depot Credit Services	9013252	Water Bottle Deposit	4.80
530558	05/02/2023	Home Depot Credit Services	9013252	Bottle Water	19.92
530558	05/02/2023	Home Depot Credit Services	9013252	.344" X 48" X 96"	183.99
530558	05/02/2023	Home Depot Credit Services	9013252	Bugle Head Deck Elite Wood De...	46.27
530558	05/02/2023	Home Depot Credit Services	9013252	Flex Seal Liquid Black 32 Oz	38.57
530558	05/02/2023	Home Depot Credit Services	9013252	Lumber Fee	1.60
530558	05/02/2023	Home Depot Credit Services	9097104	3/4" x 10 ft. PVC Schedule 40 Pr...	10.61
530558	05/02/2023	Home Depot Credit Services	9097104	1-1/2" x 1" PVC schedule 40 Re...	5.01
530558	05/02/2023	Home Depot Credit Services	9097104	3/4" x 3/4" Sch. 40 PVC Threat ...	4.12
530558	05/02/2023	Home Depot Credit Services	9097104	3/4" Pipe Fitting	2.74
530558	05/02/2023	Home Depot Credit Services	9097104	3/4" PVC Male Adapter	1.48
530558	05/02/2023	Home Depot Credit Services	9097104	3/4" Coupling	1.19
530558	05/02/2023	Home Depot Credit Services	9233975	PVC Coupling	-2.30
530558	05/02/2023	Home Depot Credit Services	9233975	PVC Female Adapter	-2.33

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Payment Dates: 4/19/2023 - 5/2/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
530558	05/02/2023	Home Depot Credit Services	9233975	PVC Pushing	-6.88
530558	05/02/2023	Home Depot Credit Services	9233975	PVC Male Adapter	-2.00
530558	05/02/2023	Home Depot Credit Services	9233975	PVC Coupling	-2.88
530558	05/02/2023	Home Depot Credit Services	9511432	3/4" X 10' PVC Schedule 40 Pres...	10.58
				<b>Vendor 3052 - Home Depot Credit Services</b>	<b>Total: 674.62</b>
<b>Vendor: 3037 - ICON</b>					
530559	05/02/2023	ICON	9055-1	Youth Sport Shirts With Numbe...	1,512.50
				<b>Vendor 3037 - ICON</b>	<b>Total: 1,512.50</b>
<b>Vendor: 7420 - JFS Care</b>					
530560	05/02/2023	JFS Care	March 23	Services-Lifeline March 23	780.00
				<b>Vendor 7420 - JFS Care</b>	<b>Total: 780.00</b>
<b>Vendor: 12069 - Joe A. Gonsalves &amp; Son</b>					
530561	05/02/2023	Joe A. Gonsalves & Son	160666	Consulting Services April 23	3,000.00
				<b>Vendor 12069 - Joe A. Gonsalves &amp; Son Total:</b>	<b>3,000.00</b>
<b>Vendor: 12544 - Johnny Hernandez</b>					
530562	05/02/2023	Johnny Hernandez	2004018.001	Refund - Soccer D1 Coed	45.00
				<b>Vendor 12544 - Johnny Hernandez Total:</b>	<b>45.00</b>
<b>Vendor: 12670 - Juan Ibarra</b>					
530563	05/02/2023	Juan Ibarra	042023	Wellness Reimbursement	150.00
				<b>Vendor 12670 - Juan Ibarra Total:</b>	<b>150.00</b>
<b>Vendor: 4692 - Kathleen Gregory</b>					
530564	05/02/2023	Kathleen Gregory	041423	CCAC Conference Mileage	155.89
530564	05/02/2023	Kathleen Gregory	041423	CCAC Conference Expenses Rei...	76.00
				<b>Vendor 4692 - Kathleen Gregory</b>	<b>Total: 231.89</b>
<b>Vendor: 3130 - L.A. County Department of Animal Care &amp; Control</b>					
530565	05/02/2023	L.A. County Department of Ani...	March 23	Animal Housing March 23	-1,147.50
530565	05/02/2023	L.A. County Department of Ani...	March 23	Animal Housing March 23	6,100.52
				<b>Vendor 3130 - L.A. County Department of Animal Care &amp; Control</b>	<b>Total: 4,953.02</b>
<b>Vendor: 3187 - L.A. County Department of Public Works</b>					
530566	05/02/2023	L.A. County Department of Publ...	RE-PW-23041005138	Industrial Waste March 23	3,187.52
530566	05/02/2023	L.A. County Department of Publ...	RE-PW-23041005204	Kit Monitoring March 23	402.08
530566	05/02/2023	L.A. County Department of Publ...	RE-PW-23041005224	Traffic Advisory March 23	692.52
				<b>Vendor 3187 - L.A. County Department of Public Works Total:</b>	<b>4,282.12</b>
<b>Vendor: 3048 - L.A. County Sheriff's Department</b>					
530567	05/02/2023	L.A. County Sheriff's Department	232757EC	March 23	282,614.15
530567	05/02/2023	L.A. County Sheriff's Department	232757EC	March 23	17,604.75
530567	05/02/2023	L.A. County Sheriff's Department	232757EC	March 23	33,024.08
				<b>Vendor 3048 - L.A. County Sheriff's Department</b>	<b>Total: 333,242.98</b>
<b>Vendor: 3331 - Lee's Tires</b>					
530568	05/02/2023	Lee's Tires	77111	2006 Ford F-350 Brakes Mainte...	299.90
530568	05/02/2023	Lee's Tires	77111	2006 Ford F-350 Brakes Pads & ...	1,551.54
530568	05/02/2023	Lee's Tires	77425	2019 Ford F-150 Tires (2) & Oil ...	767.96
530568	05/02/2023	Lee's Tires	77425	2019 Ford F-150 Tires (2) Repl. ...	61.63
				<b>Vendor 3331 - Lee's Tires</b>	<b>Total: 2,681.03</b>
<b>Vendor: 6349 - Liebert Cassidy Whitmore</b>					
530569	05/02/2023	Liebert Cassidy Whitmore	238235	HR Attorney	148.75
530569	05/02/2023	Liebert Cassidy Whitmore	238235	HR Attorney	148.75
				<b>Vendor 6349 - Liebert Cassidy Whitmore</b>	<b>Total: 297.50</b>
<b>Vendor: 6442 - Lincoln National Life Insurance Co.</b>					
10857	05/01/2023	Lincoln National Life Insurance ...	4542988602	Employee Life/STD/LTD Insuran...	34.84
10857	05/01/2023	Lincoln National Life Insurance ...	4542988602	Employee Life/STD/LTD Insuran...	231.85
10857	05/01/2023	Lincoln National Life Insurance ...	4542988602	Employee Life/STD/LTD Insuran...	139.21
10857	05/01/2023	Lincoln National Life Insurance ...	4542988602	Employee Life/STD/LTD Insuran...	21.01
10857	05/01/2023	Lincoln National Life Insurance ...	4542988602	Employee Life/STD/LTD Insuran...	172.42
10857	05/01/2023	Lincoln National Life Insurance ...	4542988602	Employee Life/STD/LTD Insuran...	26.51
10857	05/01/2023	Lincoln National Life Insurance ...	4542988602	Employee Life/STD/LTD Insuran...	5.20

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Payment Dates: 4/19/2023 - 5/2/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount	
10857	05/01/2023	Lincoln National Life Insurance ...	4542988602	Employee Life/STD/LTD Insuran...	36.23	
10857	05/01/2023	Lincoln National Life Insurance ...	4542988602	Employee Life/STD/LTD Insuran...	34.24	
10857	05/01/2023	Lincoln National Life Insurance ...	4542988602	Employee Life/STD/LTD Insuran...	5.20	
10857	05/01/2023	Lincoln National Life Insurance ...	4542988602	Employee Life/STD/LTD Insuran...	274.02	
10857	05/01/2023	Lincoln National Life Insurance ...	4542988602	Employee Life/STD/LTD Insuran...	46.80	
10857	05/01/2023	Lincoln National Life Insurance ...	4542988602	Employee Life/STD/LTD Insuran...	19.76	
10857	05/01/2023	Lincoln National Life Insurance ...	4542988602	Employee Life/STD/LTD Insuran...	128.21	
10857	05/01/2023	Lincoln National Life Insurance ...	4542988602	Employee Life/STD/LTD Insuran...	20.28	
10857	05/01/2023	Lincoln National Life Insurance ...	4542988602	Employee Life/STD/LTD Insuran...	101.68	
10857	05/01/2023	Lincoln National Life Insurance ...	4542988602	Employee Life/STD/LTD Insuran...	208.91	
10857	05/01/2023	Lincoln National Life Insurance ...	4542988602	Employee Life/STD/LTD Insuran...	41.60	
10857	05/01/2023	Lincoln National Life Insurance ...	4542988602	Employee Life/STD/LTD Insuran...	30.16	
10857	05/01/2023	Lincoln National Life Insurance ...	4542988602	Employee Life/STD/LTD Insuran...	205.20	
10857	05/01/2023	Lincoln National Life Insurance ...	4542988602	Employee Life/STD/LTD Insuran...	54.60	
10857	05/01/2023	Lincoln National Life Insurance ...	4542988602	Employee Life/STD/LTD Insuran...	183.27	
10857	05/01/2023	Lincoln National Life Insurance ...	4542988602	Employee Life/STD/LTD Insuran...	87.27	
10857	05/01/2023	Lincoln National Life Insurance ...	4542988602	Employee Life/STD/LTD Insuran...	20.80	
10857	05/01/2023	Lincoln National Life Insurance ...	4542988602	Employee Life/STD/LTD Insuran...	31.96	
10857	05/01/2023	Lincoln National Life Insurance ...	4542988602	Employee Life/STD/LTD Insuran...	5.51	
10857	05/01/2023	Lincoln National Life Insurance ...	4542988602	Employee Life/STD/LTD Insuran...	1.04	
10857	05/01/2023	Lincoln National Life Insurance ...	4542988602	Employee Life/STD/LTD Insuran...	5.62	
10857	05/01/2023	Lincoln National Life Insurance ...	4542988602	Employee Life/STD/LTD Insuran...	53.23	
10857	05/01/2023	Lincoln National Life Insurance ...	4542988602	Employee Life/STD/LTD Insuran...	6.76	
10857	05/01/2023	Lincoln National Life Insurance ...	4542988602	Employee Life/STD/LTD Insuran...	29.74	
10857	05/01/2023	Lincoln National Life Insurance ...	4542988602	Employee Life/STD/LTD Insuran...	4.68	
10857	05/01/2023	Lincoln National Life Insurance ...	4542988602	Employee Life/STD/LTD Insuran...	166.34	
10857	05/01/2023	Lincoln National Life Insurance ...	4542988602	Employee Life/STD/LTD Insuran...	25.48	
10857	05/01/2023	Lincoln National Life Insurance ...	4542988602	Employee Life/STD/LTD Insuran...	36.23	
10857	05/01/2023	Lincoln National Life Insurance ...	4542988602	Employee Life/STD/LTD Insuran...	5.20	
10857	05/01/2023	Lincoln National Life Insurance ...	4542988602	Employee Life/STD/LTD Insuran...	134.16	
10857	05/01/2023	Lincoln National Life Insurance ...	4542988602	Employee Life/STD/LTD Insuran...	669.42	
				<b>Vendor 6442 - Lincoln National Life Insurance Co.</b>	<b>Total:</b>	<b>3,304.64</b>

Vendor: 12790 - Marco Antonio Lomeli

530570	05/02/2023	Marco Antonio Lomeli	041123	Reimbursement for Face Mask	43.60
530570	05/02/2023	Marco Antonio Lomeli	042423	Reimbursement for Five Pairs of...	165.32

**Vendor 12790 - Marco Antonio Lomeli Total: 208.92**

Vendor: 3085 - Mark's Lock & Safe, Inc.

530571	05/02/2023	Mark's Lock & Safe, Inc.	0000036343	UPLink, 6 Ports	86.00
530571	05/02/2023	Mark's Lock & Safe, Inc.	0000036343	Cable for Cameras-Labor	420.00
530571	05/02/2023	Mark's Lock & Safe, Inc.	0000036343	Wireless Bridge	749.70
530571	05/02/2023	Mark's Lock & Safe, Inc.	0000036343	Injector, Power Adaptor	44.10
530571	05/02/2023	Mark's Lock & Safe, Inc.	0000036345	Padlock	103.66
530571	05/02/2023	Mark's Lock & Safe, Inc.	0000036345	Duplicate Key, ASSA High Securi...	23.92
530571	05/02/2023	Mark's Lock & Safe, Inc.	0000036345	Keys and Padlocks-Labor	52.50
530571	05/02/2023	Mark's Lock & Safe, Inc.	0000036345	Code Key for Hight Security (AS...	36.66
530571	05/02/2023	Mark's Lock & Safe, Inc.	0000036394	Clean Cameras	682.50
530571	05/02/2023	Mark's Lock & Safe, Inc.	0000036394	Battery, Back Up 7AH	286.87
530571	05/02/2023	Mark's Lock & Safe, Inc.	0000036394	Battery, Back Up 5AH	33.65
530571	05/02/2023	Mark's Lock & Safe, Inc.	0000036398	Battery, Back Up 7AH	239.90
530571	05/02/2023	Mark's Lock & Safe, Inc.	0000036398	Battery, Back Up 5AH	33.65
530571	05/02/2023	Mark's Lock & Safe, Inc.	0000036398	Install Lock & Cylinder for Cabin...	288.75

**Vendor 3085 - Mark's Lock & Safe, Inc. Total: 3,081.86**

Vendor: 12825 - Mayra Ivkovic

530572	05/02/2023	Mayra Ivkovic	2004006.001	Refund-Tom Rico Center Deposi...	200.00
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**Vendor 12825 - Mayra Ivkovic Total: 200.00**

Vendor: 12828 - Mayra Toro

530573	05/02/2023	Mayra Toro	2004034.001	Refund-Tom Rico Center Deposi...	200.00
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**Vendor 12828 - Mayra Toro Total: 200.00**

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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
<b>Vendor: 12829 - Michael Rodriguez</b>					
530574	05/02/2023	Michael Rodriguez	2004023.001	Refund-Soccer D4 Coed 6-7	45.00
<b>Vendor 12829 - Michael Rodriguez Total:</b>					<b>45.00</b>
<b>Vendor: 12440 - Mid-City Mailing Services Corp.</b>					
530575	05/02/2023	Mid-City Mailing Services Corp.	28556	Mailing Newsletters	570.00
<b>Vendor 12440 - Mid-City Mailing Services Corp. Total:</b>					<b>570.00</b>
<b>Vendor: 3217 - MissionSquare Retirement</b>					
10861	04/20/2023	MissionSquare Retirement	042123	Deferred Compensation Pay Da...	12,643.68
10861	04/20/2023	MissionSquare Retirement	042123	Deferred Compensation Pay Da...	306.51
10861	04/20/2023	MissionSquare Retirement	042123	Deferred Compensation Pay Da...	290.93
10861	04/20/2023	MissionSquare Retirement	042123	Deferred Compensation Pay Da...	16.20
10861	04/20/2023	MissionSquare Retirement	042123	Deferred Compensation Pay Da...	144.79
10861	04/20/2023	MissionSquare Retirement	042123	Deferred Compensation Pay Da...	300.27
10861	04/20/2023	MissionSquare Retirement	042123	Deferred Compensation Pay Da...	149.54
10861	04/20/2023	MissionSquare Retirement	042123	Deferred Compensation Pay Da...	214.49
10861	04/20/2023	MissionSquare Retirement	042123	Deferred Compensation Pay Da...	207.10
10861	04/20/2023	MissionSquare Retirement	042123	Deferred Compensation Pay Da...	207.24
10861	04/20/2023	MissionSquare Retirement	042123	Deferred Compensation Pay Da...	228.61
10861	04/20/2023	MissionSquare Retirement	042123	Deferred Compensation Pay Da...	184.77
10861	04/20/2023	MissionSquare Retirement	042123	Deferred Compensation Pay Da...	48.77
10861	04/20/2023	MissionSquare Retirement	042123	Deferred Compensation Pay Da...	10.77
10861	04/20/2023	MissionSquare Retirement	042123	Deferred Compensation Pay Da...	8.96
10861	04/20/2023	MissionSquare Retirement	042123	Deferred Compensation Pay Da...	60.31
10861	04/20/2023	MissionSquare Retirement	042123	Deferred Compensation Pay Da...	82.03
10861	04/20/2023	MissionSquare Retirement	042123	Deferred Compensation Pay Da...	144.79
10861	04/20/2023	MissionSquare Retirement	042123	Deferred Compensation Pay Da...	1,020.32
<b>Vendor 3217 - MissionSquare Retirement Total:</b>					<b>16,270.08</b>
<b>Vendor: 7496 - Numa Networks</b>					
530576	05/02/2023	Numa Networks	34311	New Sharp BP-70C55 Printer Set..	158.75
<b>Vendor 7496 - Numa Networks Total:</b>					<b>158.75</b>
<b>Vendor: 7143 - Onward Engineering</b>					
530577	05/02/2023	Onward Engineering	6832	Engineering Design-247th Street..	472.50
<b>Vendor 7143 - Onward Engineering Total:</b>					<b>472.50</b>
<b>Vendor: 3446 - Pacific Coast Glove &amp; Safety, Inc.</b>					
530578	05/02/2023	Pacific Coast Glove & Safety, Inc.	10080593	Pants Yellow W/Stripes	32.78
530578	05/02/2023	Pacific Coast Glove & Safety, Inc.	10080593	Jacket Bomber Class 3 Fourway	83.50
<b>Vendor 3446 - Pacific Coast Glove &amp; Safety, Inc. Total:</b>					<b>116.28</b>
<b>Vendor: 4105 - Pacific Western Bank</b>					
10859	04/20/2023	Pacific Western Bank	041423	Federal & Medicare Taxes-Pay ...	2,330.45
10859	04/20/2023	Pacific Western Bank	041423	Federal & Medicare Taxes-Pay ...	15,898.59
10859	04/20/2023	Pacific Western Bank	041423	Federal & Medicare Taxes-Pay ...	9.52
10859	04/20/2023	Pacific Western Bank	041423	Federal & Medicare Taxes-Pay ...	251.65
10859	04/20/2023	Pacific Western Bank	041423	Federal & Medicare Taxes-Pay ...	94.71
10859	04/20/2023	Pacific Western Bank	041423	Federal & Medicare Taxes-Pay ...	112.43
10859	04/20/2023	Pacific Western Bank	041423	Federal & Medicare Taxes-Pay ...	27.71
10859	04/20/2023	Pacific Western Bank	041423	Federal & Medicare Taxes-Pay ...	20.04
10859	04/20/2023	Pacific Western Bank	041423	Federal & Medicare Taxes-Pay ...	46.95
10859	04/20/2023	Pacific Western Bank	041423	Federal & Medicare Taxes-Pay ...	8.56
10859	04/20/2023	Pacific Western Bank	041423	Federal & Medicare Taxes-Pay ...	215.29
10859	04/20/2023	Pacific Western Bank	041423	Federal & Medicare Taxes-Pay ...	7.68
10859	04/20/2023	Pacific Western Bank	041423	Federal & Medicare Taxes-Pay ...	78.28
10859	04/20/2023	Pacific Western Bank	041423	Federal & Medicare Taxes-Pay ...	108.97
10859	04/20/2023	Pacific Western Bank	041423	Federal & Medicare Taxes-Pay ...	18.64
10859	04/20/2023	Pacific Western Bank	041423	Federal & Medicare Taxes-Pay ...	99.00
10859	04/20/2023	Pacific Western Bank	041423	Federal & Medicare Taxes-Pay ...	123.04
10859	04/20/2023	Pacific Western Bank	041423	Federal & Medicare Taxes-Pay ...	134.35
10859	04/20/2023	Pacific Western Bank	041423	Federal & Medicare Taxes-Pay ...	135.07
10859	04/20/2023	Pacific Western Bank	041423	Federal & Medicare Taxes-Pay ...	27.48

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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
10859	04/20/2023	Pacific Western Bank	041423	Federal & Medicare Taxes-Pay ...	10.09
10859	04/20/2023	Pacific Western Bank	041423	Federal & Medicare Taxes-Pay ...	65.45
10859	04/20/2023	Pacific Western Bank	041423	Federal & Medicare Taxes-Pay ...	22.45
10859	04/20/2023	Pacific Western Bank	041423	Federal & Medicare Taxes-Pay ...	4.14
10859	04/20/2023	Pacific Western Bank	041423	Federal & Medicare Taxes-Pay ...	1.11
10859	04/20/2023	Pacific Western Bank	041423	Federal & Medicare Taxes-Pay ...	60.65
10859	04/20/2023	Pacific Western Bank	041423	Federal & Medicare Taxes-Pay ...	21.32
10859	04/20/2023	Pacific Western Bank	041423	Federal & Medicare Taxes-Pay ...	119.71
10859	04/20/2023	Pacific Western Bank	041423	Federal & Medicare Taxes-Pay ...	28.20
10859	04/20/2023	Pacific Western Bank	041423	Federal & Medicare Taxes-Pay ...	477.93
10860	04/20/2023	Pacific Western Bank	041423A	State Tax Withholdings-Pay End...	5,972.54
				<b>Vendor 4105 - Pacific Western Bank</b>	<b>Total: 26,532.00</b>

Vendor: 12824 - Palacios Law Office

530579	05/02/2023	Palacios Law Office	lomita-4001	Hearing Officer Services/Admini...	510.00
				<b>Vendor 12824 - Palacios Law Office Total:</b>	<b>510.00</b>

Vendor: 3125 - Postmaster

530580	05/02/2023	Postmaster	042023	Postage 2023 Fall Newsletter Pe...	900.71
				<b>Vendor 3125 - Postmaster</b>	<b>Total: 900.71</b>

Vendor: 4090 - Public Employee Retirement System

10853	04/19/2023	Public Employee Retirement Sys...PE0033123		Retirement Contributions-Pay E...	-621.26
10853	04/19/2023	Public Employee Retirement Sys...PE0033123		Retirement Contributions-Pay E...	11,582.96
10853	04/19/2023	Public Employee Retirement Sys...PE0033123		Retirement Contributions-Pay E...	-266.26
10853	04/19/2023	Public Employee Retirement Sys...PE0033123		Retirement Contributions-Pay E...	25.88
10853	04/19/2023	Public Employee Retirement Sys...PE0033123		Retirement Contributions-Pay E...	700.21
10853	04/19/2023	Public Employee Retirement Sys...PE0033123		Retirement Contributions-Pay E...	807.58
10853	04/19/2023	Public Employee Retirement Sys...PE0033123		Retirement Contributions-Pay E...	308.88
10853	04/19/2023	Public Employee Retirement Sys...PE0033123		Retirement Contributions-Pay E...	150.99
10853	04/19/2023	Public Employee Retirement Sys...PE0033123		Retirement Contributions-Pay E...	192.75
10853	04/19/2023	Public Employee Retirement Sys...PE0033123		Retirement Contributions-Pay E...	257.02
10853	04/19/2023	Public Employee Retirement Sys...PE0033123		Retirement Contributions-Pay E...	230.22
10853	04/19/2023	Public Employee Retirement Sys...PE0033123		Retirement Contributions-Pay E...	478.27
10853	04/19/2023	Public Employee Retirement Sys...PE0033123		Retirement Contributions-Pay E...	132.61
10853	04/19/2023	Public Employee Retirement Sys...PE0033123		Retirement Contributions-Pay E...	136.72
10853	04/19/2023	Public Employee Retirement Sys...PE0033123		Retirement Contributions-Pay E...	1,217.42
10853	04/19/2023	Public Employee Retirement Sys...PE0033123		Retirement Contributions-Pay E...	143.71
10853	04/19/2023	Public Employee Retirement Sys...PE0033123		Retirement Contributions-Pay E...	251.16
10853	04/19/2023	Public Employee Retirement Sys...PE0033123		Retirement Contributions-Pay E...	263.52
10853	04/19/2023	Public Employee Retirement Sys...PE0033123		Retirement Contributions-Pay E...	200.83
10853	04/19/2023	Public Employee Retirement Sys...PE0033123		Retirement Contributions-Pay E...	819.18
10853	04/19/2023	Public Employee Retirement Sys...PE0033123		Retirement Contributions-Pay E...	291.09
10853	04/19/2023	Public Employee Retirement Sys...PE0033123		Retirement Contributions-Pay E...	871.14
10853	04/19/2023	Public Employee Retirement Sys...PE0033123		Retirement Contributions-Pay E...	198.87
10853	04/19/2023	Public Employee Retirement Sys...PE0033123		Retirement Contributions-Pay E...	263.69
10853	04/19/2023	Public Employee Retirement Sys...PE0033123		Retirement Contributions-Pay E...	443.04
10853	04/19/2023	Public Employee Retirement Sys...PE0033123		Retirement Contributions-Pay E...	255.80
10853	04/19/2023	Public Employee Retirement Sys...PE0033123		Retirement Contributions-Pay E...	334.72
10853	04/19/2023	Public Employee Retirement Sys...PE0033123		Retirement Contributions-Pay E...	79.47
10853	04/19/2023	Public Employee Retirement Sys...PE0033123		Retirement Contributions-Pay E...	26.77
10853	04/19/2023	Public Employee Retirement Sys...PE0033123		Retirement Contributions-Pay E...	45.77
10853	04/19/2023	Public Employee Retirement Sys...PE0033123		Retirement Contributions-Pay E...	22.10
10853	04/19/2023	Public Employee Retirement Sys...PE0033123		Retirement Contributions-Pay E...	2.88
10853	04/19/2023	Public Employee Retirement Sys...PE0033123		Retirement Contributions-Pay E...	123.57
10853	04/19/2023	Public Employee Retirement Sys...PE0033123		Retirement Contributions-Pay E...	269.19
10853	04/19/2023	Public Employee Retirement Sys...PE0033123		Retirement Contributions-Pay E...	34.44
10853	04/19/2023	Public Employee Retirement Sys...PE0033123		Retirement Contributions-Pay E...	48.19
10853	04/19/2023	Public Employee Retirement Sys...PE0033123		Retirement Contributions-Pay E...	49.29
10853	04/19/2023	Public Employee Retirement Sys...PE0033123		Retirement Contributions-Pay E...	76.75
10853	04/19/2023	Public Employee Retirement Sys...PE0033123		Retirement Contributions-Pay E...	444.84
10853	04/19/2023	Public Employee Retirement Sys...PE0033123		Retirement Contributions-Pay E...	221.04



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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
10853	04/19/2023	Public Employee Retirement Sys...	PE0033123	Retirement Contributions-Pay E...	144.65
10853	04/19/2023	Public Employee Retirement Sys...	PE0033123	Retirement Contributions-Pay E...	745.05
10853	04/19/2023	Public Employee Retirement Sys...	PE0033123	Retirement Contributions-Pay E...	1,003.77
10853	04/19/2023	Public Employee Retirement Sys...	PE0033123	Retirement Contributions-Pay E...	1,023.25
10858	04/20/2023	Public Employee Retirement Sys...	17131177	Replacement Benefit Contributi...	177.66
10862	04/26/2023	Public Employee Retirement Sys...	PE0041423	Retirement Contributions-Pay E...	11,640.30
10862	04/26/2023	Public Employee Retirement Sys...	PE0041423	Retirement Contributions-Pay E...	25.88
10862	04/26/2023	Public Employee Retirement Sys...	PE0041423	Retirement Contributions-Pay E...	700.21
10862	04/26/2023	Public Employee Retirement Sys...	PE0041423	Retirement Contributions-Pay E...	807.58
10862	04/26/2023	Public Employee Retirement Sys...	PE0041423	Retirement Contributions-Pay E...	308.88
10862	04/26/2023	Public Employee Retirement Sys...	PE0041423	Retirement Contributions-Pay E...	150.99
10862	04/26/2023	Public Employee Retirement Sys...	PE0041423	Retirement Contributions-Pay E...	192.75
10862	04/26/2023	Public Employee Retirement Sys...	PE0041423	Retirement Contributions-Pay E...	257.02
10862	04/26/2023	Public Employee Retirement Sys...	PE0041423	Retirement Contributions-Pay E...	230.22
10862	04/26/2023	Public Employee Retirement Sys...	PE0041423	Retirement Contributions-Pay E...	478.27
10862	04/26/2023	Public Employee Retirement Sys...	PE0041423	Retirement Contributions-Pay E...	132.61
10862	04/26/2023	Public Employee Retirement Sys...	PE0041423	Retirement Contributions-Pay E...	136.72
10862	04/26/2023	Public Employee Retirement Sys...	PE0041423	Retirement Contributions-Pay E...	1,217.42
10862	04/26/2023	Public Employee Retirement Sys...	PE0041423	Retirement Contributions-Pay E...	143.71
10862	04/26/2023	Public Employee Retirement Sys...	PE0041423	Retirement Contributions-Pay E...	270.55
10862	04/26/2023	Public Employee Retirement Sys...	PE0041423	Retirement Contributions-Pay E...	263.52
10862	04/26/2023	Public Employee Retirement Sys...	PE0041423	Retirement Contributions-Pay E...	200.83
10862	04/26/2023	Public Employee Retirement Sys...	PE0041423	Retirement Contributions-Pay E...	819.18
10862	04/26/2023	Public Employee Retirement Sys...	PE0041423	Retirement Contributions-Pay E...	291.09
10862	04/26/2023	Public Employee Retirement Sys...	PE0041423	Retirement Contributions-Pay E...	871.14
10862	04/26/2023	Public Employee Retirement Sys...	PE0041423	Retirement Contributions-Pay E...	198.87
10862	04/26/2023	Public Employee Retirement Sys...	PE0041423	Retirement Contributions-Pay E...	263.69
10862	04/26/2023	Public Employee Retirement Sys...	PE0041423	Retirement Contributions-Pay E...	443.04
10862	04/26/2023	Public Employee Retirement Sys...	PE0041423	Retirement Contributions-Pay E...	255.80
10862	04/26/2023	Public Employee Retirement Sys...	PE0041423	Retirement Contributions-Pay E...	334.72
10862	04/26/2023	Public Employee Retirement Sys...	PE0041423	Retirement Contributions-Pay E...	79.47
10862	04/26/2023	Public Employee Retirement Sys...	PE0041423	Retirement Contributions-Pay E...	26.77
10862	04/26/2023	Public Employee Retirement Sys...	PE0041423	Retirement Contributions-Pay E...	45.77
10862	04/26/2023	Public Employee Retirement Sys...	PE0041423	Retirement Contributions-Pay E...	22.10
10862	04/26/2023	Public Employee Retirement Sys...	PE0041423	Retirement Contributions-Pay E...	2.88
10862	04/26/2023	Public Employee Retirement Sys...	PE0041423	Retirement Contributions-Pay E...	123.57
10862	04/26/2023	Public Employee Retirement Sys...	PE0041423	Retirement Contributions-Pay E...	269.19
10862	04/26/2023	Public Employee Retirement Sys...	PE0041423	Retirement Contributions-Pay E...	34.44
10862	04/26/2023	Public Employee Retirement Sys...	PE0041423	Retirement Contributions-Pay E...	48.19
10862	04/26/2023	Public Employee Retirement Sys...	PE0041423	Retirement Contributions-Pay E...	49.29
10862	04/26/2023	Public Employee Retirement Sys...	PE0041423	Retirement Contributions-Pay E...	76.75
10862	04/26/2023	Public Employee Retirement Sys...	PE0041423	Retirement Contributions-Pay E...	444.84
10862	04/26/2023	Public Employee Retirement Sys...	PE0041423	Retirement Contributions-Pay E...	221.04
10862	04/26/2023	Public Employee Retirement Sys...	PE0041423	Retirement Contributions-Pay E...	144.65
10862	04/26/2023	Public Employee Retirement Sys...	PE0041423	Retirement Contributions-Pay E...	602.93
10862	04/26/2023	Public Employee Retirement Sys...	PE0041423	Retirement Contributions-Pay E...	1,003.77
10862	04/26/2023	Public Employee Retirement Sys...	PE0041423	Retirement Contributions-Pay E...	1,209.43

**Vendor 4090 - Public Employee Retirement System Total: 49,249.49**

**Vendor: 4532 - Rafael Mendoza**

530581	05/02/2023	Rafael Mendoza	040523	Reimb. for Playground Safety In...	1,835.92
<b>Vendor 4532 - Rafael Mendoza Total:</b>					<b>1,835.92</b>

**Vendor: 12285 - Roadline Products Inc. USA**

530582	05/02/2023	Roadline Products Inc. USA	18489	Street Sign 36 X 9	297.68
530582	05/02/2023	Roadline Products Inc. USA	18489	Street Sign 48 X 9	268.29
530582	05/02/2023	Roadline Products Inc. USA	18489	Street Sign 30 X 9	749.70
530582	05/02/2023	Roadline Products Inc. USA	18489	Street Sign 42 X 9	209.48
<b>Vendor 12285 - Roadline Products Inc. USA Total:</b>					<b>1,525.15</b>

**Vendor: 3066 - Rusher Air Conditioning**

530583	05/02/2023	Rusher Air Conditioning	2094485	Check Rooftop Condenser	1,548.00
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Payment Dates: 4/19/2023 - 5/2/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
530583	05/02/2023	Rusher Air Conditioning	2094553	A/C Maintenance-Materials	697.49
530583	05/02/2023	Rusher Air Conditioning	2094553	A/C Maintenance-Labor	432.00
				<b>Vendor 3066 - Rusher Air Conditioning</b>	<b>Total: 2,677.49</b>
<b>Vendor: 12830 - Sandee Hickman</b>					
530584	05/02/2023	Sandee Hickman	2004022.001	Refund-Balance & Memory	7.00
				<b>Vendor 12830 - Sandee Hickman Total:</b>	<b>7.00</b>
<b>Vendor: 5050 - Southern California Edison Co.</b>					
530526	04/25/2023	Southern California Edison Co.	700007178650-041023	Narbonne Pedestrian Crosswalk	76.81
530526	04/25/2023	Southern California Edison Co.	700037130331-041723	City Hall	4,803.62
530526	04/25/2023	Southern California Edison Co.	700315053620-041723	Lomita Park	14.06
530526	04/25/2023	Southern California Edison Co.	700480902095-042023	Narbonne Pedestrian Crosswalk	162.68
530526	04/25/2023	Southern California Edison Co.	70049254416-041023	Hathaway Park	16.24
				<b>Vendor 5050 - Southern California Edison Co.</b>	<b>Total: 5,073.41</b>
<b>Vendor: 12456 - Sportball</b>					
530585	05/02/2023	Sportball	041723	Comprehensive Sports Class	1,391.60
				<b>Vendor 12456 - Sportball Total:</b>	<b>1,391.60</b>
<b>Vendor: 6393 - Sully-Miller Contracting Co.</b>					
530586	05/02/2023	Sully-Miller Contracting Co.	3097464	Asphalt	823.74
530586	05/02/2023	Sully-Miller Contracting Co.	3102850	Asphalt	2,429.85
530586	05/02/2023	Sully-Miller Contracting Co.	3109610	Asphalt	672.12
				<b>Vendor 6393 - Sully-Miller Contracting Co.</b>	<b>Total: 3,925.71</b>
<b>Vendor: 3956 - Ted's Plumbing Service Inc.</b>					
530587	05/02/2023	Ted's Plumbing Service Inc.	37296	Mainline Stoppage/Camera Ins...	745.00
530587	05/02/2023	Ted's Plumbing Service Inc.	37299	Toilet Replacement	550.00
				<b>Vendor 3956 - Ted's Plumbing Service Inc.</b>	<b>Total: 1,295.00</b>
<b>Vendor: 6085 - Thompson Building Materials</b>					
530588	05/02/2023	Thompson Building Materials	IV-147340	Green Reflective Safety Vest	80.98
530588	05/02/2023	Thompson Building Materials	IV-147340	Vinyl Washers 10-Pk	1.37
530588	05/02/2023	Thompson Building Materials	IV-147340	1" Red Fog Nozzle	41.80
530588	05/02/2023	Thompson Building Materials	IV-147340	Sanding Sponge Medium	2.98
530588	05/02/2023	Thompson Building Materials	IV-147340	General Purpose Brush	14.51
530588	05/02/2023	Thompson Building Materials	IV-147340	Small Plastic Mortar Pan	28.28
530588	05/02/2023	Thompson Building Materials	IV-147340	15 Mil Blue Latex Glove	35.22
530588	05/02/2023	Thompson Building Materials	IV-147340	3/4" X 50" Red Water Hose	100.40
530588	05/02/2023	Thompson Building Materials	IV-147364	Square Point Shovel	34.38
530588	05/02/2023	Thompson Building Materials	IV-147364	General Purpose Brush	30.56
530588	05/02/2023	Thompson Building Materials	IV-147823	10"-14" Rubber Tarp Strap	1.70
530588	05/02/2023	Thompson Building Materials	IV-147823	Hydrant Adapter	46.55
530588	05/02/2023	Thompson Building Materials	IV-147823	15"-19" Rubber Tarp Strap	2.43
530588	05/02/2023	Thompson Building Materials	IV-147823	1/2 wire Rope Clip	4.89
530588	05/02/2023	Thompson Building Materials	IV-147823	8 X 100" Cotton Sash Cord	9.51
530588	05/02/2023	Thompson Building Materials	IV-147823	Master Lock 1500-D Padlock	9.99
530588	05/02/2023	Thompson Building Materials	IV-147823	Wire Rope Clip 5/8	19.80
530588	05/02/2023	Thompson Building Materials	IV-147823	Sir Mix 90 lb Concrete	35.83
				<b>Vendor 6085 - Thompson Building Materials</b>	<b>Total: 501.18</b>
<b>Vendor: 7451 - TPX Communications</b>					
530527	04/25/2023	TPX Communications	169175074-0	Internet and Phone April 23	1,024.16
530527	04/25/2023	TPX Communications	169175074-0	Internet and Phone April 23	1,024.17
				<b>Vendor 7451 - TPX Communications Total:</b>	<b>2,048.33</b>
<b>Vendor: 9100 - Tripepi Smith and Associates</b>					
530589	05/02/2023	Tripepi Smith and Associates	9909	Website Content Development ...	1,030.00
				<b>Vendor 9100 - Tripepi Smith and Associates</b>	<b>Total: 1,030.00</b>
<b>Vendor: 6477 - Verizon Wireless Government Mkts</b>					
530590	05/02/2023	Verizon Wireless Government ...	9932565655	City Council	97.12
530590	05/02/2023	Verizon Wireless Government ...	9932565655	City Manager & Management A...	72.17
530590	05/02/2023	Verizon Wireless Government ...	9932565655	Emergency (Mifi)	19.41
530590	05/02/2023	Verizon Wireless Government ...	9932565655	Parking Enforcement	19.42

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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
530590	05/02/2023	Verizon Wireless Government ...	9932565655	Community Director & Code En...	73.17
530590	05/02/2023	Verizon Wireless Government ...	9932565655	Management Assistant 50%	22.86
530590	05/02/2023	Verizon Wireless Government ...	9932565655	Facilities	39.59
530590	05/02/2023	Verizon Wireless Government ...	9932565655	Recreation	121.96
530590	05/02/2023	Verizon Wireless Government ...	9932565655	Park	34.56
530590	05/02/2023	Verizon Wireless Government ...	9932565655	Public Work-Street	80.28
530590	05/02/2023	Verizon Wireless Government ...	9932565655	Water	220.56
<b>Vendor 6477 - Verizon Wireless Government Mkts Total:</b>					<b>801.10</b>
<b>Vendor: 4130 - Vision Service Plan (CA)</b>					
530591	05/02/2023	Vision Service Plan (CA)	April 2023	Cobra-April 23	22.95
530591	05/02/2023	Vision Service Plan (CA)	April 23	Employee Vision Insurance-April..	617.98
530591	05/02/2023	Vision Service Plan (CA)	April 23	Employee Vision Insurance-April..	42.46
530591	05/02/2023	Vision Service Plan (CA)	April 23	Employee Vision Insurance-April..	33.27
530591	05/02/2023	Vision Service Plan (CA)	April 23	Employee Vision Insurance-April..	42.41
530591	05/02/2023	Vision Service Plan (CA)	April 23	Employee Vision Insurance-April..	45.90
530591	05/02/2023	Vision Service Plan (CA)	April 23	Employee Vision Insurance-April..	45.98
530591	05/02/2023	Vision Service Plan (CA)	April 23	Employee Vision Insurance-April..	27.55
530591	05/02/2023	Vision Service Plan (CA)	April 23	Employee Vision Insurance-April..	45.90
530591	05/02/2023	Vision Service Plan (CA)	April 23	Employee Vision Insurance-April..	43.61
530591	05/02/2023	Vision Service Plan (CA)	April 23	Employee Vision Insurance-April..	78.03
530591	05/02/2023	Vision Service Plan (CA)	April 23	Employee Vision Insurance-April..	45.92
530591	05/02/2023	Vision Service Plan (CA)	April 23	Employee Vision Insurance-April..	5.28
530591	05/02/2023	Vision Service Plan (CA)	April 23	Employee Vision Insurance-April..	2.30
530591	05/02/2023	Vision Service Plan (CA)	April 23	Employee Vision Insurance-April..	3.44
530591	05/02/2023	Vision Service Plan (CA)	April 23	Employee Vision Insurance-April..	7.34
530591	05/02/2023	Vision Service Plan (CA)	April 23	Employee Vision Insurance-April..	37.09
530591	05/02/2023	Vision Service Plan (CA)	April 23	Employee Vision Insurance-April..	184.93
<b>Vendor 4130 - Vision Service Plan (CA) Total:</b>					<b>1,332.34</b>
<b>Vendor: 7373 - Wells Fargo Vendor Financial Services</b>					
530592	05/02/2023	Wells Fargo Vendor Financial Se...	5024501915.01	MX-C304W Printer Lease April ...	86.01
530592	05/02/2023	Wells Fargo Vendor Financial Se...	5024683517	CH-BP-70C55 Copier Lease April...	463.21
<b>Vendor 7373 - Wells Fargo Vendor Financial Services Total:</b>					<b>549.22</b>
<b>Vendor: 12637 - William Conklin</b>					
530593	05/02/2023	William Conklin	2004020.001	Refund-Soccer D1 Coed 12-14	45.00
<b>Vendor 12637 - William Conklin Total:</b>					<b>45.00</b>
<b>Vendor: 12250 - William D. Uphoff</b>					
530594	05/02/2023	William D. Uphoff	041423	Reimbursement for City Leaders..	953.98
530594	05/02/2023	William D. Uphoff	041723	Mileage Reimbursement	69.43
<b>Vendor 12250 - William D. Uphoff Total:</b>					<b>1,023.41</b>
<b>Vendor: 6102 - Yunex, LLC</b>					
530595	05/02/2023	Yunex, LLC	5610283388	Traffic Signal Maintenance Mar...	443.03
530595	05/02/2023	Yunex, LLC	5610283389	Street Light Maintenance Marc...	169.83
530595	05/02/2023	Yunex, LLC	5620042618	Traffic Signal Response Call Outs..	163.85
<b>Vendor 6102 - Yunex, LLC Total:</b>					<b>776.71</b>
<b>Grand Total:</b>					<b>529,903.88</b>

## Report Summary

## Fund Summary

Fund	Payment Amount
100 - General Fund	475,058.36
205 - State Gas Tax	6,337.70
215 - Community Development Block Grant	780.00
220 - Proposition A Local Return	432.76
255 - Park Athletic	1,835.66
311 - Street Improvement	15,146.53
510 - Water Operations	25,840.37
520 - Water Capital	472.50
611 - Park Equipment Replacement	4,000.00
<b>Grand Total:</b>	<b>529,903.88</b>

## Account Summary

Account Number	Account Name	Payment Amount
100-000-2508.000	Garnishment	230.76
100-000-2510.000	PERS	22,335.74
100-000-2535.000	Accident Insurance	1,216.73
100-000-2540.000	Dental Insurance	2,973.41
100-000-2545.000	Vision Insurance	640.93
100-000-2550.000	Federal Withholding	18,229.04
100-000-2555.000	State Withholding	5,972.54
100-000-2560.000	Deferred Compensation	12,643.68
100-000-2563.000	Flex 125 Reimbursement	1,834.29
100-000-4455.000	Parks and Recreation Fees	7.00
100-000-4465.000	Animal Care and Control	-1,147.50
100-000-4510.000	Park Rentals	680.00
100-000-4616.000	CASP Fee	125.60
100-110-5207.000	Medicare	9.52
100-110-5217.000	PERS Tier 3 (2%@62)	51.76
100-110-5415.000	Communications	97.12
100-110-5430.000	Conferences and Meetings	1,023.41
100-125-5205.000	Health Insurance	1,163.61
100-125-5207.000	Medicare	251.65
100-125-5215.000	PERS Tier 1 (2.5%@55)	1,400.42
100-125-5216.000	PERS Tier 2 (2%@60)	1,615.16
100-125-5217.000	PERS Tier 3 (2%@62)	617.76
100-125-5345.000	Contractual Services	3,000.00
100-125-5415.000	Communications	72.17
100-130-5205.000	Health Insurance	575.43
100-130-5207.000	Medicare	94.71
100-130-5215.000	PERS Tier 1 (2.5%@55)	301.98
100-130-5216.000	PERS Tier 2 (2%@60)	385.50
100-130-5217.000	PERS Tier 3 (2%@62)	514.04
100-130-5420.000	Mileage Reimbursement	155.89
100-130-5430.000	Conferences and Meetings	76.00
100-210-5205.000	Health Insurance	516.57
100-210-5207.000	Medicare	112.43
100-210-5215.000	PERS Tier 1 (2.5%@55)	460.44
100-210-5216.000	PERS Tier 2 (2%@60)	956.54
100-210-5217.000	PERS Tier 3 (2%@62)	265.22
100-230-5205.000	Health Insurance	239.55
100-230-5207.000	Medicare	27.71
100-230-5217.000	PERS Tier 3 (2%@62)	273.44
100-230-5305.000	Legal Services	148.75
100-230-5345.000	Contractual Services	123.00
100-230-5755.000	Special Department Suppl...	300.00
100-330-5320.000	Sheriff Contract	282,614.15
100-330-5321.000	Core Deputy	17,604.75

## Account Summary

Account Number	Account Name	Payment Amount
100-330-5323.000	Liability Trust Fund	33,024.08
100-333-5520.139	Supplies	19.41
100-335-5205.000	Health Insurance	39.44
100-335-5207.000	Medicare	66.99
100-335-5345.000	Contractual Services	3,470.22
100-335-5505.000	Office Supplies and Expen...	19.42
100-336-5325.000	Animal Care and Control	6,100.52
100-410-5205.000	Health Insurance	819.63
100-410-5207.000	Medicare	223.85
100-410-5217.000	PERS Tier 3 (2%@62)	2,434.84
100-410-5345.000	Contractual Services	510.00
100-410-5415.000	Communications	96.03
100-440-5345.000	Contractual Services	1,188.75
100-440-5415.000	Communications	1,514.65
100-440-5525.000	Equipment Under \$5k	615.06
100-440-5605.000	Rents and Leases	549.22
100-605-5205.000	Health Insurance	472.92
100-605-5207.000	Medicare	85.96
100-605-5216.000	PERS Tier 2 (2%@60)	287.42
100-605-5217.000	PERS Tier 3 (2%@62)	521.71
100-605-5345.000	Contractual Services	3,880.04
100-610-5205.000	Health Insurance	523.52
100-610-5207.000	Medicare	108.97
100-610-5216.000	PERS Tier 2 (2%@60)	527.04
100-610-5217.000	PERS Tier 3 (2%@62)	401.66
100-710-5205.000	Health Insurance	605.27
100-710-5207.000	Medicare	117.64
100-710-5215.000	PERS Tier 1 (2.5%@55)	1,638.36
100-710-5217.000	PERS Tier 3 (2%@62)	582.18
100-710-5405.000	Utilities	4,803.62
100-710-5415.000	Communications	39.59
100-710-5705.000	General Maintenance	9,291.63
100-730-5205.000	Health Insurance	582.88
100-730-5207.000	Medicare	257.39
100-730-5215.000	PERS Tier 1 (2.5%@55)	1,919.94
100-730-5217.000	PERS Tier 3 (2%@62)	397.74
100-730-5345.000	Contractual Services	1,391.60
100-730-5410.000	Advertising	1,470.71
100-730-5415.000	Communications	121.96
100-730-5505.000	Office Supplies and Expen...	20.94
100-735-5755.000	Special Department Suppl...	-10.46
100-735-5755.118	Founder's Day	3,071.77
100-740-5205.000	Health Insurance	924.01
100-740-5207.000	Medicare	135.07
100-740-5215.000	PERS Tier 1 (2.5%@55)	527.38
100-740-5216.000	PERS Tier 2 (2%@60)	886.08
100-740-5217.000	PERS Tier 3 (2%@62)	511.60
100-740-5345.000	Contractual Services	3,969.00
100-740-5405.000	Utilities	30.30
100-740-5415.000	Communications	34.56
100-740-5435.000	Training and Education	1,835.92
100-740-5505.000	Office Supplies and Expen...	37.08
100-740-5510.000	Small Tools	74.22
100-740-5705.000	General Maintenance	1,355.84
100-740-5710.000	Equipment Maintenance	64.90
100-750-5207.000	Medicare	27.48
100-750-5415.000	Communications	24.49
100-750-5505.000	Office Supplies and Expen...	25.42

## Account Summary

Account Number	Account Name	Payment Amount
205-610-5205.000	Health Insurance	604.62
205-610-5207.000	Medicare	75.54
205-610-5217.000	PERS Tier 3 (2%@62)	669.44
205-610-5335.000	Maintenance & License A...	1,178.79
205-610-5405.000	Utilities	239.49
205-610-5415.000	Communications	80.28
205-610-5510.000	Small Tools	34.38
205-610-5705.000	General Maintenance	3,103.72
205-610-5710.000	Equipment Maintenance	351.44
215-550-5345.000	Contractual Services	780.00
220-340-5205.000	Health Insurance	106.29
220-340-5207.000	Medicare	22.45
220-340-5215.000	PERS Tier 1 (2.5%@55)	158.94
220-340-5216.000	PERS Tier 2 (2%@60)	53.54
220-340-5217.000	PERS Tier 3 (2%@62)	91.54
255-000-4460.000	Park Athletic Fund Fees	180.00
255-760-5205.000	Health Insurance	24.82
255-760-5207.000	Medicare	4.14
255-760-5217.000	PERS Tier 3 (2%@62)	44.20
255-760-5345.000	Contractual Services	70.00
255-760-5506.000	Sport Supplies	1,512.50
311-810-5806.368	Street Reconstruction - Z...	4,108.00
311-810-5806.373	Traffic Calming	9,000.00
311-810-5806.380	Sidewalk Improvement Pr...	2,038.53
510-110-5207.000	Medicare	1.11
510-110-5217.000	PERS Tier 3 (2%@62)	5.76
510-125-5205.000	Health Insurance	160.11
510-125-5207.000	Medicare	60.65
510-125-5215.000	PERS Tier 1 (2.5%@55)	247.14
510-125-5216.000	PERS Tier 2 (2%@60)	538.38
510-130-5205.000	Health Insurance	121.65
510-130-5207.000	Medicare	21.32
510-130-5215.000	PERS Tier 1 (2.5%@55)	68.88
510-130-5216.000	PERS Tier 2 (2%@60)	96.38
510-130-5217.000	PERS Tier 3 (2%@62)	98.58
510-220-5205.000	Health Insurance	556.16
510-220-5207.000	Medicare	119.71
510-220-5215.000	PERS Tier 1 (2.5%@55)	153.50
510-220-5216.000	PERS Tier 2 (2%@60)	889.68
510-220-5217.000	PERS Tier 3 (2%@62)	442.08
510-230-5205.000	Health Insurance	239.55
510-230-5207.000	Medicare	28.20
510-230-5217.000	PERS Tier 3 (2%@62)	289.30
510-230-5305.000	Legal Services	148.75
510-440-5415.000	Communications	1,024.17
510-630-5205.000	Health Insurance	3,224.01
510-630-5207.000	Medicare	477.93
510-630-5215.000	PERS Tier 1 (2.5%@55)	1,347.98
510-630-5216.000	PERS Tier 2 (2%@60)	2,007.54
510-630-5217.000	PERS Tier 3 (2%@62)	2,232.68
510-630-5415.000	Communications	267.87
510-630-5435.000	Training and Education	69.99
510-630-5505.000	Office Supplies and Expen...	210.59
510-630-5515.000	Uniform Expense	362.58
510-630-5525.000	Equipment Under \$5k	1,208.90
510-630-5705.000	General Maintenance	8,246.46
510-630-5710.000	Equipment Maintenance	872.78
520-840-5821.357	246th-247th-247th Pl - W...	472.50

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Payment Amount</b>
611-910-5705.000	General Maintenance	4,000.00
	<b>Grand Total:</b>	<b>529,903.88</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Payment Amount</b>	
**None**	514,284.85	
246th St., 247th Pl., 247th St.-Western	472.50	
311-Street Reconstruction-Zone G	4,108.00	
Sidewalk Improvement Program	2,038.53	
Traffic Calming	9,000.00	
	<b>Grand Total:</b>	<b>529,903.88</b>



## CITY OF LOMITA CITY COUNCIL REPORT

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

**FROM:** Ryan Smoot, City Manager

**PREPARED BY:** Lina Hernandez, Senior Management Analyst  
Juan Ibarra, Administrative Analyst

**MEETING DATE:** May 2, 2023

**SUBJECT:** Approve the Replacement of the ALPR Camera System on the City's Parking Enforcement vehicle with two Automated License Plate Reader (ALPR) Camera Systems on Sheriff's Department Vehicles

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### **RECOMMENDATION**

Authorize removal of the outdated ALPR Camera System from the City's parking enforcement vehicle; approve the purchase of two ALPR Camera Systems through the Sheriff's Department for installation on Los Angeles County Sheriff's Department Vehicles; and authorize the City Manager to execute the necessary documents as part of the annual contract authorization.

### **BACKGROUND**

Currently the City's Parking Enforcement Vehicle is equipped with an Automated License Plate Reader (ALPR) system that provides real time license plate data directly to the Sheriff's Department consolidated system. Through the system, Sheriff's Department personnel are notified if there is a match to one of the relevant law enforcement databases and responding units can be dispatched.

The following are common/real examples of successful investigations that relied upon our ALPR system.

- Locating missing persons
- Locating wanted persons
- Locating stolen vehicles
- Locating and recovering stolen license plates
- Identifying criminal offenders
- Linking an offender to crime locations



The City's current ALPR system on our Parking Enforcement Vehicle has reached the end of its intended life and is due for replacement. In discussion with the Sheriff's Department, it was determined that the ALPR systems are most effective on vehicles that are on the street as much as possible. As such, it was recommended that the City instead consider installation of the systems on LASD patrol vehicles that are regularly patrolling the City as opposed to parking enforcement vehicles that are out in the City during limited hours. By doing so there is a higher potential for increasing detections/hits and Sheriff deputies will have direct access to the ALPR system during routine patrols.

If the recommended action is approved, the ALPR Camera system currently installed on the city's parking enforcement vehicle will be removed and traded into Vigilant Solutions (the provider of the systems) for credit towards the purchase of the new upgraded ALPR Camera system.

Vigilant Solutions is a multi-national corporation who provides similar services to the Los Angeles County Sheriff's Department and many law enforcement agencies throughout the United States. The Advanced Surveillance and Protection (ASAP) unit within the Los Angeles County Sheriff's Department will continue to monitor the data captured by the system and provide technical support. No changes to that program are recommended in this action.

### **OPTIONS:**

1. Authorize the City Manager to execute the agreement.
2. Do not authorize the City Manager to execute the agreement.
3. Give staff alternative direction.

### **FISCAL IMPACT**

The Sheriff's Departments Contract Law Enforcement Bureau has notified the City that the annual cost of a system installed in a contract patrol vehicle is \$5,000 per unit for installation and annual maintenance for five years for a total 5-year cost of \$25,000 per vehicle. This is a similar cost to installation on a city owned vehicle. After discussion with the Sheriff's Lomita Station executive team, it is recommended that the City authorize two systems in two separate vehicles for the five years (\$10,000 annually over 5 years). If approved these costs will be incorporated into the contract authorization forms provided by the Contract Law Bureau for the Fiscal Year starting in July 2023.

### **ATTACHMENTS**

No attachments included.

Reviewed by:

*Gary Sugano*

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Gary Y. Sugano  
Assistant City Manager

Prepared by:

*Lina Hernandez*

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Lina Hernandez  
Senior Management Analyst

Approved by:

*Ryan Smoot*

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Ryan Smoot  
City Manager

*Juan Ibarra*

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Juan Ibarra  
Administrative Analyst



## CITY OF LOMITA CITY COUNCIL REPORT

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

**FROM:** Ryan Smoot, City Manager

**MEETING DATE:** May 2, 2023

**SUBJECT:** Second Reading and Adoption of Ordinance No. 848 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

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### **RECOMMENDATION**

Adopt ordinance.

### **BACKGROUND**

On April 18, 2023, the City Council introduced on first reading Ordinance No. 848. This action 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. 848

Reviewed by:

*Gary Sugano*

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Gary Y. Sugano  
Assistant City Manager

Approved by:

*Ryan Smoot*

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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 2 and District 4. In 2026, and every four years thereafter, the following three City Council districts shall be elected by-district: District 1; District 3; and District 5.

(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 2<sup>nd</sup> day of May 2023.

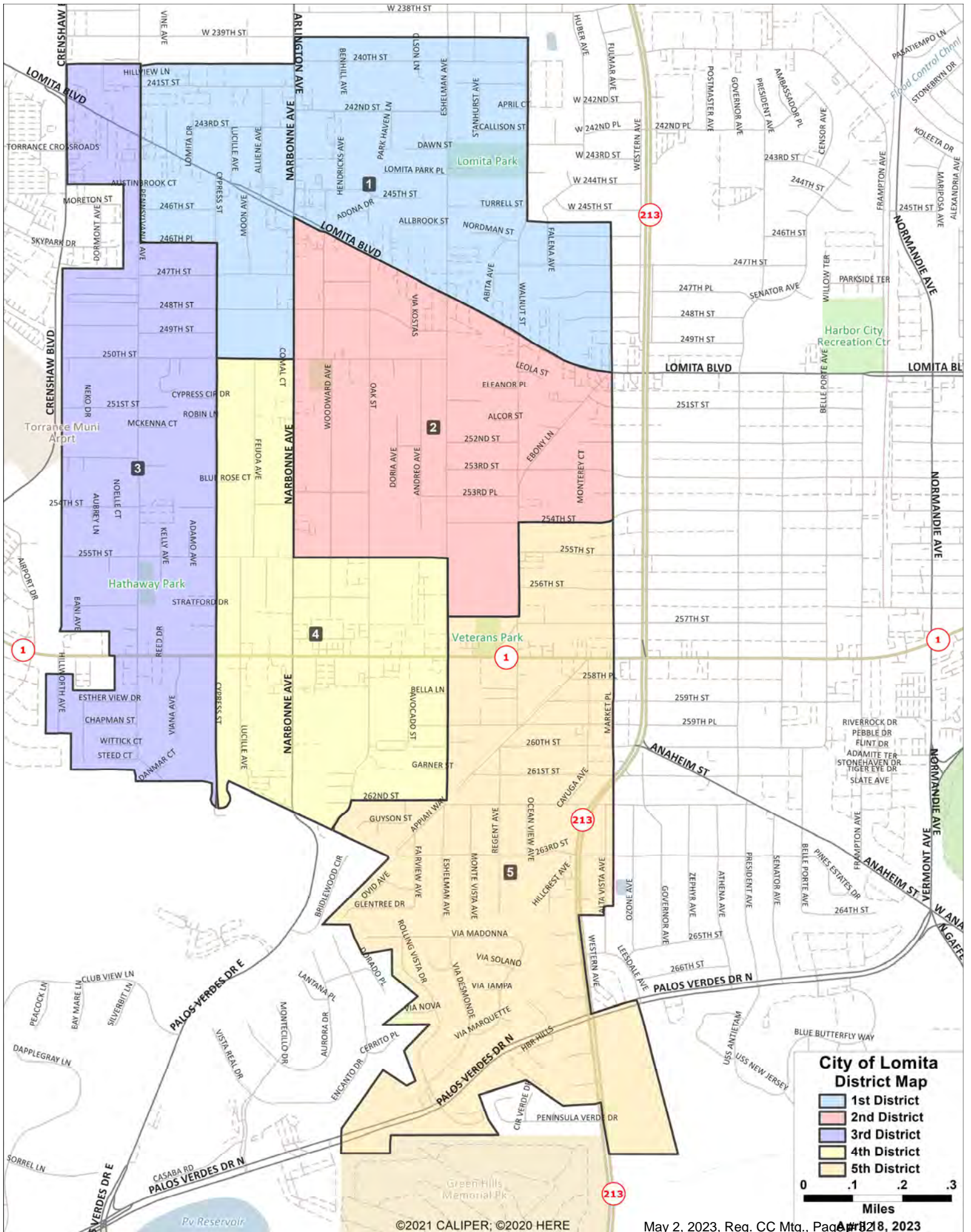
\_\_\_\_\_  
Barry Waite, Mayor

**ATTEST:**

\_\_\_\_\_  
Kathleen Horn Gregory, MMC, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Trevor Rusin, City Attorney







## CITY OF LOMITA CITY COUNCIL REPORT

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

**FROM:** Ryan Smoot, City Manager

**MEETING DATE:** May 2, 2023

**SUBJECT:** Second Reading and Adoption of Ordinance No. 849 Amending Title 2, Chapter 4, Section 2-4.01 Of the Lomita Municipal Code Pertaining to Council Member Compensation

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### **RECOMMENDATION**

Adopt ordinance.

### **BACKGROUND**

On April 18, 2023, the City Council introduced on first reading Ordinance No. 849. This action 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. 849

Reviewed by:

*Gary Sugano*

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Gary Y. Sugano  
Assistant City Manager

Approved by:

*Ryan Smoot*

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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 council members 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, council members 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. – Council Member’s compensation and other benefits.

Upon the submission of an itemized account, any council member 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 one thousand and fourteen dollars (\$1,014.00) 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 council members 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 council members, unless and until they begin a new term in office, in compliance with Government Code Section 36516.5.

**PASSED, APPROVED AND ADOPTED** this 2<sup>nd</sup> day of May 2023.

\_\_\_\_\_  
Barry Waite, Mayor

ATTEST:

\_\_\_\_\_  
Kathleen Horn Gregory, MMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Trevor Rusin, City Attorney



## CITY OF LOMITA CITY COUNCIL REPORT

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

**FROM:** Ryan Smoot, City Manager

**THROUGH:** Brianna Rindge, Community & Economic Development Director

**MEETING DATE:** May 2, 2023

**SUBJECT:** Second Reading and Adoption of Ordinance No. 850 Amending Lomita Municipal Code Title VI (Businesses, Professions and Trades), Chapter 8 (Massage Businesses and Practitioners) to Clarify Language and Specify Regulations

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### **RECOMMENDATION**

Adopt ordinance.

### **BACKGROUND**

On April 18, 2023, the City Council introduced 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, 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. 850

Reviewed by:

*Gary Sugano*

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Gary Y. Sugano  
Assistant City Manager

Approved by:

*Ryan Smoot*

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Ryan Smoot  
City Manager

Reviewed by:

*Brianna Rindge*

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Brianna Rindge  
Community & Economic Development Director

**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



## CITY OF LOMITA CITY COUNCIL REPORT

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

**FROM:** Ryan Smoot, City Manager

**PREPARED BY:** Lina Hernandez, Senior Management Analyst

**MEETING DATE:** May 2, 2023

**SUBJECT:** Third Amendment to the Agreement with Willdan Financial Services for Parks & Recreation and Sewer Impact Fee Studies

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### **RECOMMENDATION**

Approve the Amendment and authorize the City Manager and City Clerk to execute the agreement.

### **BACKGROUND**

On September 1, 2020, the City Council approved agreements with WFS to prepare a Comprehensive User Fee and Charges Study and a Water Rate study.

On August 17, 2021, the City Council approved Amendment 1 extending the user fee study agreement with WFS to March 31, 2022, to allow additional time for the completion of the studies.

On January 18, 2022, the City Council adopted the fee schedule prepared by WFS. In addition to user fees, many cities have comprehensive development impact fee programs meant to require new development to offset their future impact on various public infrastructure including parks and recreation, water and sewer. Based on WFS's review, it was recommended that the Parks and Recreation Facilities fee be updated, and a new Sewer Facilities Fee be established.

On February 28, 2022, the City Council approved Amendment 2 to update the existing Park and Recreation Facilities impact fee and establish a Sewer Facilities impact fee for a fixed fee of \$19,500. Additional meetings or tasks outside the scope of work will require an additional fee, either negotiated on a fixed basis or a time and materials basis at WFS's standard rates. The term of the agreement ended May 1, 2023.

Progress has been made on the Lomita Parks and Recreation Facilities Impact Fee analysis, however data from the Sewer Master Plan is needed to proceed with the Sewer Impact Fee assessment. It is anticipated the Sewer Master Plan will be ready by the end of 2023.

The attached amendment, if approved by the City Council, would only adjust the term with WFS to December 31, 2024, to allow more time to complete the studies, but make no other amendments to the scope of the agreement.

**OPTIONS**

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

**FISCAL IMPACT**

The cost to prepare these studies is \$19,500 and will be covered within the City Manager's Contractual Services account, 100-125-5345. It is anticipated the cost of the study would be recovered through the collection of these impact fees.

**ATTACHMENTS**

1. Third Amendment to the Agreement with WFS (Agreement 2023-xx)
2. Second Amendment to the Agreement with WFS (Agreement 2022-05)
3. First Amendment to the Agreement with WFS (Agreement 2021-33)
4. Agreement with WFS (Agreement 2020-28)

Approved by:



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Gary Y. Sugano  
Assistant City Manager



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Ryan Smoot  
City Manager

Prepared by:



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Lina Hernandez  
Senior Management Analyst

**Third Amendment to Agreement between  
Willdan Financial Services (WFS) and the City of Lomita  
for Preparation of Park & Recreation and Sewer Impact Fee Studies**

This Third Amendment to the Agreement is made and entered into between the **City of Lomita** ("City") and **Willdan Financial Services** ("Consultant"). The City and Contractor mutually agree to amend the existing Agreement entered into on September 1, 2020, as follows:

**RECITALS**

- A. On September 1, 2020, the City entered into an Agreement with Consultant for the preparation of a comprehensive user fees and charges rate study ("Agreement").
- B. On August 17, 2021, the City amended the Agreement to extend the term until March 31, 2022.
- C. On February 28, 2022, the City amended the Agreement to prepare and develop Park & Recreation and Sewer Impact Fee Studies for a fixed fee of \$19,500 and to extend the term until May 1, 2023.
- D. The City and Contractor now desire to amend the Agreement and extend the term until December 31, 2024.

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

- 1. **Section 7 – Term of Agreement.** The City and Consultant agree to extend the term of the Agreement until December 31, 2024.
- 2. All terms, conditions, and other provisions of the Agreement, including all exhibits, not affected by this Third Amendment shall remain in full force and effect.
- 3. The Parties agree that this Third Amendment to the Agreement will be considered signed when the signature of a party is delivered by facsimile transmission, scanned, and delivered via electronic mail, or delivered using digital signature technology approved by the City. Such facsimile or electronic signatures will be treated in all respects as having the same effect as an original signature.

**IN WITNESS WHEREOF**, the parties hereto have executed this Third Amendment on the 2<sup>nd</sup> day of May 2023, at Lomita, California.

**City of Lomita**

**Willdan Financial Services**

By \_\_\_\_\_  
Ryan Smoot, City Manager

By \_\_\_\_\_  
Chris Fischer, Vice-President

Attest:

\_\_\_\_\_  
Kathleen Horn Gregory, MMC, City Clerk

Approved as to Form:

\_\_\_\_\_  
Trevor Rusin, City Attorney

DRAFT

Agree No 2022-05

**Second Amendment to Agreement between  
Willdan Financial Services (WFS) and the City of Lomita  
for Preparation of Park & Recreation and Sewer Impact Fee Studies**

This Second Amendment to the Agreement is made and entered into between the **City of Lomita** ("City") and **Willdan Financial Services** ("Consultant"). The City and Contractor mutually agree to amend the existing Agreement entered into on September 1, 2020, as follows:

**RECITALS**

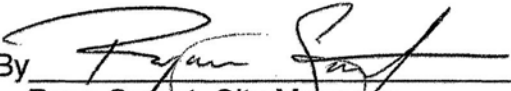
- A. On September 1, 2020, the City entered into an Agreement with Consultant for the preparation of a comprehensive user fees and charges rate study ("Agreement").
- B. On August 17, 2021, the City amended the Agreement to extend the term until March 31, 2022.
- C. The City and Contractor now desire to amend the Agreement and extend the term until May 1, 2023, to prepare and develop Park & Recreation and Sewer Impact Fee Studies.

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

- 1. **Section 1 – Compensation.** The City and Consultant agree that the total compensation for the extended term shall not exceed \$19,500.
- 2. **Section 2 – Scope of Services.** The City and Consultant agree to add the services and activities set forth in the scope of services attached hereto as Exhibit A to update the existing Park & Recreation Facilities impact fee and create a Sewer Facilities impact fee.
- 3. **Section 7 – Term of Agreement.** The City and Consultant agree to extend the term of the Agreement until May 1, 2023.
- 4. All terms, conditions, and other provisions of the Agreement, including all exhibits, not affected by this Second Amendment shall remain in full force and effect.
- 5. The Parties agree that this Second Amendment to the Agreement will be considered signed when the signature of a party is delivered by facsimile transmission, scanned, and delivered via electronic mail, or delivered using digital signature technology approved by the City. Such facsimile or electronic signatures will be treated in all respects as having the same effect as an original signature.

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment on the 28<sup>th</sup> day of February 2022, at Lomita, California.

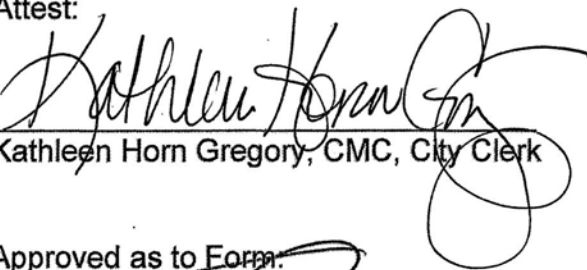
**City of Lomita**

By   
Ryan Smoot, City Manager

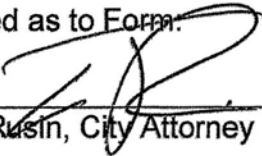
**Willdan Financial Services**

By Chris Fisher  
Chris Fischer, Vice-President

Attest:

  
Kathleen Horn Gregory, CMC, City Clerk

Approved as to Form:

  
Trevor Rusin, City Attorney







February 10, 2022

Mr. Gary Sugano  
Assistant City Manager  
City of Lomita  
24300 Narbonne Avenue  
Lomita, California 90717

Via Email  
[g.sugano@lomitacity.com](mailto:g.sugano@lomitacity.com)

**Re: Proposal to Prepare Park & Recreation and Sewer Impact Fee Studies for the City of Lomita**

Dear Mr. Sugano:

In response to direction received from City Council on January 18, 2022, the following outlines Willdan Financial Services' ("Willdan") scope of services and fees to assist the City of Lomita ("City") to update the existing Park and Recreation Facilities impact fee and create a Sewer Facilities impact fee. We will build upon our findings documented within the recently prepared Lomita Development Impact Fee Program Review memorandum.

## Scope of Services

We want to ensure that our work plan is responsive to the City's needs and specific local circumstances. We will work with the City to revise our proposed scope based on input prior to approval of a contract, and as needed during the course of the study.

### Task 1: Project Initiation and Resolve Policy Issues

- Objective** Identify and resolve policy issues and review the existing Park and Recreation Facilities impact fee.
- Description** Willdan will build upon the information and findings contained within the Impact Fee Program Review memorandum. It may be necessary to review agency documents related to existing capital planning policies, funding programs including existing impact fees, and the City's most recent evaluation of its existing facility inventory and future facility needs. Bring policy issues to the attention of City staff, as appropriate, during the project and seek guidance prior to proceeding. Willdan will make suggestions for modifications to the existing fee structure, as appropriate.
- Work Items** One (1) conference call with City staff to initiate the project, to determine data needs, and to examine applicable policy issues.
- Deliverables** Information requests; and revised project scope and schedule (if needed).

### Task 2: Existing Development and Future Growth

- Objective** Identify estimates of existing levels of development; and identify a projection of future growth consistent with current planning policy.
- Description** Identify base year for estimating existing levels of development and for calculating facility standards based on existing facility inventories. Include entitled development that would be exempt from the fee program. Consult with City staff to identify growth projections to a defined long-range planning horizon (10 to 30 years). Projections provide a basis for determining the facilities needed to accommodate growth.  
  
Identify population and employment density factors to convert population and employment estimates to dwelling units and building square footage. Identify sewer flow generation factors needed to estimate existing and future demand for sewer facilities.

Mr. Gary Sugano, City of Lomita  
Proposal to Prepare Park & Recreation and Sewer Impact Fee Studies  
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Changes to estimates and projections during subsequent tasks could cause unanticipated effort and require an amendment to the scope of services and budget. Obtain approval of estimates and projections from City staff prior to proceeding.

### Task 3: Calculate Costs Attributable to Future Development

**Objective:** Calculate the total cost of park & recreation and sewer facility improvements needed through the study's planning horizon. Of the total facility costs, determine the portion of facility costs required to accommodate growth and the portion of costs attributable to existing deficiencies, if any.

**Description:** Identify the cost of associated facilities needed to accommodate existing and new development within the City's service boundaries. We will distinguish between: facilities needed to serve growth (that can be funded by impact fees); and facilities needed to correct existing deficiencies (that cannot be funded by impact fees). Decide upon the use of a cost allocation method (existing inventory, system plan, planned facilities, or buy-in) based upon the City's circumstances for the sewer and park fees. It is anticipated that the sewer fee will use a buy-in approach to calculate fees, but we will determine the best approach with City staff during the project.

***This scope of work does not include additional engineering analysis to identify total facility needs, existing deficiencies, or cost estimates.***

### Task 4: Fee Calculation and Analysis

**Objective:** Using the cost allocation approach previously determined, calculate a schedule of sewer impact fees by land use and update the park & recreation impact fee schedule.

**Description:** Generate fee schedule(s) to apportion facility costs to individual development projects. Use facility costs per unit of demand multiplied by demand by land use category based on data developed in prior tasks. The cost allocation approach will ensure that there is a nexus between the improvement costs to be funded with impact fee revenue and the development that will pay the fees.

If impact fees will only partially fund a capital project, the *Mitigation Fee Act* requires the agency report on the anticipated source and timing of the additional funding every five years. There are two types of alternative funding sources that we will identify:

- Funding from non-impact fee sources to correct existing deficiencies; and
- Funding from new development other than impact fees that must be credited against new development's impact fee contributions, possibly including taxes paid to finance facilities.

### Task 5: Prepare the Impact Fee Report

**Objective:** Provide a technically defensible fee report that comprehensively documents project assumptions, methodologies, and results.

**Description:** Prepare draft report tables that document each step of the analysis, including schedule of maximum justified fees by land use category.

Following one round of comments from City staff on the draft fee tables, prepare administrative draft report describing fee calculation methodology and the nexus between the unfunded improvement costs and new development that will be subject to the fees.



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Following one round of comments on the administrative draft, prepare public draft for presentation to interested parties, the public and elected officials. Prepare final report if necessary based on one round of comments received on the public draft report. Submit up to ten bound copies of the report. If requested, post report on corporate web site for public access.

Draft report tables, administrative draft report, public draft report, and final report.

Present the findings of the impact fee studies to the City Council at a regular Council meeting.

Willdan will rely on the validity and accuracy of the City's data and documentation to complete the services described herein. Willdan will rely on the data as being accurate without performing an independent verification of accuracy, and that we will not be responsible for any errors that result from inaccurate data provided by the client or a third party.

## Fee for Services

As described in the Scope of Services section, Willdan will prepare the Park & Recreation and Sewer Impact Fee Studies for a **fixed fee of \$19,500**.

### Please Note:

- Additional meetings or tasks outside our proposed scope of work will require an additional fee, either negotiated on a fixed basis or on a time and materials basis at our standard rates.
- For the purposes of our proposal, telephone conference calls are not considered "meetings" and are not limited by our scope of services.
- The City will be invoiced on a **monthly** percentage-completion basis.

## Additional Services

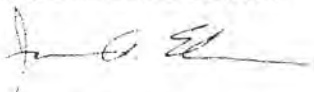
Additional services may be authorized by the City and will be billed at our then-current hourly overhead consulting rates. Our current hourly rates are:

Willdan Financial Services Hourly Rate Table			
Group Director	\$250	Managing Principal	\$240
Principal Consultant	\$210	Senior Project Manager	\$185
Project Manager	\$165	Senior Project Analyst	\$135
Senior Analyst	\$125	Analyst II	\$110
Analyst I	\$100		

We appreciate this opportunity to continue to serve the City of Lomita and look forward to hearing from you. Please feel free to contact me directly at (510) 853-2612 or via email at [jedison@willdan.com](mailto:jedison@willdan.com) if you have any questions regarding this submission.

Sincerely,

Willdan Financial Services



James A. Edison  
Managing Principal



**First Amendment to Agreement between  
Willdan Financial Services (WFS) and the City of Lomita  
for Preparation of a Comprehensive User Fees and Charges Rate Study**

This First Amendment to the Agreement is made and entered into between the **City of Lomita** ("City") and **Willdan Financial Services**, ("Consultant"). The City and Contractor mutually agree to amend the existing Agreement entered into on September 1, 2020, as follows:

**RECITALS**

- A. On September 1, 2020, the City entered into an Agreement with Contractor for the preparation of a comprehensive user fees and charges rate study ("Agreement").
- B. The City and Contractor now desire to amend the Agreement to extend the term until March 31, 2022.

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

- 1. **Section 7 – Term of Agreement.** The City and Contractor agree to extend the term of the Agreement until March 31, 2022.
- 2. All terms, conditions, and other provisions of the Agreement, including all exhibits, not affected by this Second Amendment shall remain in full force and effect.
- 3. The parties agree that this First Amendment will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the 17th day of August 2021, at Lomita, California.

**City of Lomita**

**Willdan Financial Services**

By Ryan Smoot  
Ryan Smoot, City Manager

By Chris Fisher  
Chris Fischer, Vice-President

Attest:

Approved as to Form:

Kathleen Horn Gregory  
Kathleen Horn Gregory, CMC, City Clerk

Trevor Rusin  
Trevor Rusin, City Attorney



**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF LOMITA AND WILLDAN FINANCIAL SERVICES (WFS)**

This AGREEMENT for preparation of a Comprehensive User Fees and Charges Rate Study is entered into this 1st day of September, 2020, by and between the CITY OF LOMITA, a general law city and municipal corporation ("CITY") and Willdan Financial Services (WFS) ("CONSULTANT").

**RECITALS**

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

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

**1. CONSIDERATION AND COMPENSATION.**

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as **Exhibit A**;
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONSULTANT an amount not to exceed \$49,170, for CONSULTANT's services, unless otherwise specified by written amendment to this Agreement.
- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.
- E. CONSULTANT shall submit to CITY, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. CITY shall pay CONSULTANT all uncontested amounts set

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

**2. SCOPE OF SERVICES.**

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

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

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

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

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

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

**7. TERM OF AGREEMENT.** The term of this Agreement shall commence upon execution by both parties and shall expire on April 30, 2021, unless earlier termination occurs under Section 11 of this Agreement, or extended in writing in advance by both parties.

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

credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

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

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

11. **TERMINATION.**

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

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

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

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

12. **INDEMNIFICATION.**

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

intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

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



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

**17. INSURANCE REQUIREMENTS.**

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

basis. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.

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

the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

- D. Any deductibles or self-insured retentions must be declared to and approved by CITY. At CITY's option, CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
  - E. CONSULTANT shall provide certificates of insurance with original endorsements to CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with CITY at all times during the term of this Agreement.
  - F. Failure on the part of CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which CITY may terminate this Agreement pursuant to Section 11 above.
  - G. The commercial general and automobile liability policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONSULTANT (as the named insured) should CONSULTANT fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONSULTANT understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONSULTANT as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONSULTANT'S behalf upon CONSULTANT'S failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONSULTANT for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.
18. **USE OF OTHER CONSULTANTS.** CONSULTANT must obtain CITY's prior written approval to use any CONSULTANTS while performing any portion of this Agreement. Such approval must include approval of the proposed CONSULTANT and the terms of compensation.
19. **FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** The acceptance by the CONSULTANT of the final payment made under this Agreement shall operate as and be a release of CITY from all claims and liabilities for compensation to the CONSULTANT for anything done, furnished or relating to the CONSULTANT'S work or services. Acceptance of payment

shall be any negotiation of CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, sub-CONSULTANTS and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, sub-CONSULTANTS and agents.

- 20. **CORRECTIONS.** In addition to the above indemnification obligations, the CONSULTANT shall correct, at its expense, all errors in the work which may be disclosed during CITY'S review of CONSULTANT'S report or plans. Should the CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT. In addition to all other available remedies, CITY may deduct the cost of such correction from any retention amount held by CITY or may withhold payment otherwise owed CONSULTANT under this Agreement up to the amount of the cost of correction.
  
- 21. **NON-APPROPRIATION OF FUNDS.** Payments to be made to CONSULTANT by CITY for services preformed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONSULTANT'S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT'S only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.
  
- 22. **NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONSULTANT
<u>City of Lomita</u> <u>24300 Narbonne Avenue</u> <u>Lomita, CA 90717</u> <u>ATTN: City Manager</u>	<u>Willdan Financial Services</u> <u>27368 Via Industria,</u> <u>Suite 200</u> <u>Temecula, CA 92590</u> <u>ATTN: Chris Fisher, VP</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.

23. **SOLICITATION.** CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.
24. **THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.
25. **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.
26. **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.
27. **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.
28. **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.
29. **ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES.** The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

30. **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.
31. **TIME IS OF ESSENCE.** Time is of the essence to comply with dates and schedules to be provided.
32. **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.
33. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private CONSULTANTS, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.
34. **DISCLOSURE REQUIRED.** (CITY and CONSULTANT initials required at one of the following paragraphs)

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

disclosure obligations in accordance with the CITY'S Conflict of Interest Code.

City Initials \_\_\_\_\_  
CONSULTANT Initials CF

**OR**

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

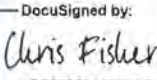
City Initials RD  
CONSULTANT Initials CF

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

CITY OF LOMITA

CONSULTANT

  
Ryan Smoot, City Manager

By:   
Chris Fisher, Vice President

ATTEST:

  
Kathleen Horn Gregory, City Clerk

33-0302345  
Taxpayer ID No.

APPROVED AS TO FORM:

  
Trevor Rusin  
City Attorney





## EXHIBIT A - SCOPE OF WORK (WFS)

### Work Plans

WFS proposed work plans, described in detail by task, are provided below. WFS proposes to maximize efficiency and cost-effectiveness by combining meetings and data gathering efforts between the studies wherever possible. WFS explains how each task will be accomplished and identify associated meetings and deliverables. WFS wants to ensure our scope provides quality and clarity and is responsive to the City's needs and specific local circumstances. WFS will work in concert with the City to adjust scopes as needed during the course of the studies.

### Full and OMB Compliant Cost Allocation Plan

This proposed scope of services addresses the completion of both the full and OMB compliant versions of the Cost Allocation Plan (CAP). WFS have noted where activities specific to the OMB compliant plan occur.

#### Task 1: Initial Document Request

**Objective:** Initial due diligence.

**Description:** Prior to the kick-off call, relevant documentation will be obtained and reviewed in order to enhance our understanding of the City's current cost allocation plan and internal structure of the agency. A written request for specific data will be sent to the City. The data provided in this task will provide the building blocks for later model development.

Our request may include (but is not limited to):

- Detailed budget and accounting data;
- Prior year's financial data, salary, position and staffing data;
- Organizational structure;
- Prior cost allocation plan and/or user fee documentation and models; and
- Data related to various allocation bases that may be incorporated as part of the methodology, i.e. City Council agenda frequencies by department, AP/AR transactions by department, IT equipment distribution by department, etc.

**Deliverables: Willdan:** Submit information request to City.

**City:** Provide requested data to Willdan (prior to Task 2, Kick-off Call/Refine Scope). WFS will follow up with the City to confirm in writing the data that WFS have received, or which is still outstanding.

#### Task 2: Kick-off Conference Call / Refine Scope

**Objective:** Confirm project goals and objectives. Identify and discuss policy issues raised by the study and determine appropriate fee categories.

**Description:** Willdan will identify and discuss policy issues typically raised by these studies and address data gaps in order to gain a full understanding of the City's goals for the cost allocation plan. WFS will establish effective lines of communication and processes for information gathering and review.

WFS will also discuss costs that may not be allocable for OMB purposes, and the potential impact on the OMB version of the CAP.

During this call, WFS will ask that the City assign a project manager to serve as its primary contact. The selected City project manager will ensure that available data is provided to Willdan in a timely manner, thereby maintaining adherence to the project's schedule.

WFS will obtain and review the current cost allocation methodology and discuss with City staff. The objective of this review is to determine specific areas of focus as they relate to the City's objectives, and to discuss and evaluate current and potential allocation factors.

**Meetings:** One (1) project kick-off conference call to initiate the project, discuss data needs and methodologies

and to address policy issues. WFS would propose to conduct the user fee study kick-off during this same call, to maximize efficiency and cost effectiveness of staff and Willdan time.

**Deliverables: Willdan:** If needed, a revised project scope and schedule.

**City:** Provide further data requirements and select / introduce City's project manager.

### **Task 3: Gather Staffing Information and Develop Cost Allocation Plan Model**

**Description:** This task involves the gathering of specific information, directly from City staff, through interviews and discussion, related to the functions served by indirect staff and the departments served by their activities. This task also focuses on the development of, and/or adjustment of existing, allocation bases, and the development and testing of a model that will ultimately be used to calculate the proper cost allocations derived from data gathered in prior tasks.

The model will be developed to incorporate any recent changes in the provision of City services, and fully allocate central service costs.

The model will also be developed to allocate only those costs eligible under 2 CFR Part 200. This is accomplished by loading relevant data into the model, identifying which costs are not allocable under the OMB guidelines. The OMB Super Circular compliant model is valuable as the City may receive Federal or State grant funding that mandates compliance with Federal OMB regulations.

WFS will utilize budget and organizational information, and other required information gathered from City staff to complete the work in this task. Specific discussions will be held to discuss bases, how central overhead services are provided to and utilized by other departments, cost categories and allocation criteria, and how these will factor into the overall cost allocation methodology.

The model and methodology will also produce indirect cost rates. These rates will be suitable for a variety of uses, including incorporation into the User Fee Study's personnel rates, billing to CIP projects, and in the OMB Super Circular compliant CAP, to Federal grants.

**Meetings:** Online meetings with staff to understand structure and operations as model and allocation bases are developed. Key staff will be interviewed to best understand central overhead staffing and functions and the departments served.

**Deliverables: Willdan:** One (1) user-friendly model in Microsoft Excel format that provides both a full cost allocation plan and an OMB Super Circular compliant cost allocation plan.

### **Task 4: Test and Review Cost Allocation Methodology**

**Objective:** Test and review model and results with City.

**Description:** The draft cost allocation plan model will be reviewed with City staff, and adjusted as necessary, to ensure that preliminary allocations provide an accurate depiction of how the central overhead costs should be borne by the operating programs and funds. Over the past several years, WFS have successfully integrated online meetings by using WebEx™ as an element to our approach. This allows us to remotely guide staff through the model review and allows you the opportunity to interactively change inputs and test approaches.

**Meetings:** One (1) WebEx meeting and demonstration with City Staff to review the model.

**Deliverables: Willdan and City:** Draft cost allocation plan model review.

### **Task 5: Prepare and Present Draft Report**

**Objective:** Prepare the draft cost allocation report.

**Description:** This task involves the draft report preparation. The cost allocation plan's background, model methodologies, and results will be discussed; calculations and supporting data will be presented textually and in easily understood tables and provided to the City.

**Meetings:** One (1) WebEx meeting to present the draft report to City Staff.

**Deliverables: Willdan:** Draft report for City review and input.

**City:** Review of draft report, with comments, and edits.

### **Task 6: Discuss and Revise Report**

**Objective:** Review of draft report, cost distribution methods, and model.

**Description:** An in-depth review of the draft report and model will be conducted to arrive at an optimum allocation method for each expenditure type. Often, through the course of an engagement, comments usually revolve around issues of understandability; appropriate levels of enterprise funds' cost recovery, etc.; ease of calculation; and overhead costs' distribution methods.

WFS reports are structured to include both the full and OMB compliant plan, but in the course of review if a separate report is desired for each or just one of the plans, they will be split.

Following a round of comments from City staff concerning the draft report, the final report will be prepared for presentation to the Council.

**Meetings:** One (1) conference call with City staff to review the report with changes and revisions.

**Deliverables:** Draft report, and revised draft/final report.

### **Task 7: Prepare and Present Final Report and Model**

**Objective:** Prepare and present the final report to City Council. Educate City staff on the operation and use of the model for future modifications.

**Description:** This task is the culmination of the cost allocation plan project. Based on staff comments on the draft report, Willdan will prepare the final report for presentation to City Council.

**Meetings:** One (1) meeting with the City Council to present the final plan if necessary. This meeting would be held in conjunction with the presentation of the user rate study results.

WFS will also provide staff training on the operation and use of the model.

**Deliverables: Willdan:** Provide one (1) electronic PDF file copy of the final report and models (full and OMB Super Circular compliant); and two (2) bound copies, and one (1) unbound copy to the City. Using Microsoft Word and Excel, an updateable electronic copy of the study and models, as well as related schedules, will also be provided on CD/ROM.

## **Comprehensive User Fee Study**

### **Task 1: Initial Document Request**

**Objective:** Initial due diligence; obtain study-related data.

**Description:** Prior to the kick-off meeting, WFS will obtain and review relevant documentation to further enhance WFS's understanding of the services, fees, and rates to be studied. A written request for data will be sent to the City. Please note that Time Survey data is not part of this request and will be gathered during the on-site interviews described in Task 5.

WFS will request information and documentation on current fees and fee programs, activity levels, and budget and staffing information (to the extent not already available) related specifically to programs and activities which have associated fees, and for which the City has this level of detail.

**Deliverables: Willdan:** Submit information request to City.

**City:** Provide requested data to Willdan (prior to Task 3, Kick-off Meeting/Refine Scope). As with the cost allocation plan, WFS will follow up with the City to confirm receipt of requested data and information and highlight data elements that are outstanding.

### **Task 2: Compile Inventory of Current and Potential Fees**

**Objective:** Willdan will identify a schedule of fees and methodology for calculating the fees.

**Description:** Based on the results of the initial document request and independent research, incorporate into WFS's model the existing fees, provided by the City, to comprise the parameters of the fee study.

**Meetings:** It is possible that a conference call with the City may be necessary to discuss new fees to implement or existing fees that may no longer be required.

**Deliverables: Willdan:** One (1) draft list of current fees based on initial data provided (to be discussed and finalized during the kick-off call).

**City:** Review completed fee schedule with comments/revisions to be discussed during the kick-off meeting.

### **Task 3: Kick-off Conference Call / Refine Scope**

**Objective:** Confirm goals and objectives for the User Fee Study. Identify and resolve policy issues typically raised by a User Fee Study, address gaps in data, and refine appropriate existing or new fee categories (based on Task 2).

**Description:** Verify WFS's understanding of the City's goals, the City's cost-recovery policy for user fees, and to fill any gaps in data/information necessary for the project. It is important for the City and Willdan to identify and address any foreseeable problems and maintain open communication throughout the process.

During this call, WFS will ask that the City identify a project manager who will serve as the primary contact for the project. The project manager shall have responsibility for ensuring that all available

data is provided in a timely manner, thereby maintaining adherence to the project's schedule.

**Meetings:** One (1) project kick-off call to initiate the entire project, discuss data needs, and address policy issues.

This will be held in conjunction with the kick-off for the cost allocation plan. As mentioned in the cost allocation plan work plan, WFS suggest combining the kick-off calls to increase efficiency.

**Deliverables: Willdan:** 1) Revised project scope and schedule (if needed); and 2) brief summary of policy decisions (if needed).

**City:** 1) Provide further data needs; and 2) determine/introduce City's project manager.

#### **Task 4: Develop User Fee Model**

**Objective:** Develop and test model.

**Description:** This task involves the development of the model ultimately used to calculate the departmental fees, based on data and information gathered in previous tasks and in the Time Survey Interviews described in Task 5. To ensure that City policies are met through the imposition of the calculated fees, the model will be formatted to include appropriate costs.

Key model inputs will include staff and allocated overhead costs per position, and relevant budget data on salaries and benefits. Most of this information will be developed during the cost allocation plan phase of this project and will be incorporated directly into the user fee model. WFS will request clarification and/or additional data if necessary.

The model will build upon the cost allocation plan results, to provide an allocation of administrative and overhead costs to fee related activities and departments providing services to customers, so that fees and billable rate schedules incorporate applicable costs. Furthermore, the fees and rates charged to customers will also reflect the cost of the services being provided, to the extent possible given policy and/or political considerations.

**Deliverables: Willdan:** One (1) user-friendly model in Microsoft Excel format, which, when finalized, City staff can use to calculate fee changes annually, or as often as deemed appropriate by the City Council.

#### **Task 5: Time Survey Interviews and On-site Information Gathering**

**Objective:** Meet with City staff to complete Time Surveys and understand service delivery processes.

**Description:** In order to assist staff with the completion of the survey worksheets, WFS will schedule one (1) full day of on-site meetings with staff; however, the number of meetings needed may vary depending on the number of staff and departments involved.

The Willdan Team will conduct interviews with supervisors/managers, as well as other staff, as deemed appropriate and/or necessary, from each department involved in the user fee study to determine the average time required by City staff to provide each of the services for which a fee is collected.

The fee model is designed so that full cost recovery fees are calculated immediately upon input of staff time. These full costs are also compared to current cost recovery levels. This will allow Willdan and City staff to conclude with a final meeting to review the draft full cost recovery fees and adjust any times as necessary once all information has been compiled and input into the fee model. WFS will schedule the interviews with staff to minimize any disruption to their normal workflow.

**Meetings:** Up to two (2) business days of WebEx or on-site meetings/staff interviews. The ability to conduct in person meetings will depend upon any Covid-19 related health and safety restrictions that may be in place.

**Deliverables: Willdan and City:** Time surveys and draft full cost recovery fees.

#### **Task 6: Common Fees Comparison**

**Objective:** Examine selected user fees charged by up to five (5) comparable cities in Los Angeles County, or jurisdictions that are similar to the City of Lomita.

**Description:** WFS will access and use our knowledge of other jurisdictions to benchmark the City's five (5) most

common fees or highest yielding fees with comparable jurisdictions agreed.

Fee schedules are rarely readily or directly comparable from agency to agency due to definitional and operational differences. For example, a grading permit in one jurisdiction may include the plan check

service, while the same permit in another jurisdiction may not, resulting in similar sounding services with widely varying costs. For this reason, Willdan takes a selection of the City's most commonly used and/or highest yielding fees.

The survey will contain the following, a comparison of common or similar fees and charges used by the City and other jurisdictions; current and proposed fees and charges unique to the City of Lomita; fees and charges used by other public entities not currently used in the City; and If possible, identify characteristics and processes unique to the City that account for significant variances in fees and charges used by other jurisdictions.

**Deliverables: Willdan:** Recommendations provided in Task 9 will incorporate the data gathered during our examination.

### **Task 7: Review of Development Tax and Business License Tax**

**Objective:** To review current City taxes for Business Licenses and Development/Construction and provide feedback.

**Description:** WFS will request City policies/ordinances/resolutions, and other documentation as available, related to

these mechanisms. WFS will discuss the taxes with staff to determine whether there are specific questions or areas of concern and whether they are achieving their objectives.

To the extent possible, depending on available information, WFS will provide feedback based on 3 to 5 similar neighboring cities with similar tax mechanisms; examining those cities' policies, approaches and structures as compared with Lomita.

**Deliverables: Willdan:** Recommendations provided in Task 9 will incorporate the data gathered during our examination.

### **Task 8: Data Analysis and Final User Fee Schedule**

**Objective:** Incorporate information obtained from on-site surveys to fully develop model.

**Description:** WFS will update the model, based on information received during the on-site surveys, to generate a

comprehensive user fee schedule. In addition, it is very common that a supplemental data request may be necessary, based on new fees identified that the City is not currently collecting. Where appropriate, WFS will suggest and discuss with staff alternate approaches to existing fee programs (i.e. building fees) and suggest potential areas where fees could be collected where they are not currently. WFS will present the full cost recovery level for fees, both current and projected under the new calculated fees, and revenue projections, given certain assumptions about the levels of subsidy for different fees. Current levels of cost recovery will be compared to actual full costs calculated during the course of this study. Cost will be calculated at reasonable activity levels and include all appropriate direct and indirect costs and overhead. WFS will review fee programs for compliance with Propositions 218 and 26.

in developing the fee schedule, WFS will make recommendations for new fees where appropriate, based on our experience with other cities. Some areas for new fees may be due to changes in law (legalized cannabis), or for activities that the City finds itself performing regularly, but for which no fee is collected. Where possible, WFS will incorporate discussion of the City's economic development policies, and where these may intersect with fee programs, for instance setting fees in a manner that encourages certain activities.

The user fee data analysis and model development may take three (3) to four (4) weeks with frequent correspondence with City staff to discuss current cost recovery amounts, necessary to recover full cost and frequency activity.

**Meetings:** One (1) WebEx or in-person meeting, as necessary, to gather additional input, complete analysis and finalize fee schedule. The ability to conduct in person meetings will depend upon any Covid-19 related health and safety restrictions that may be in place.

**Deliverables:** Final user fee model for City Council presentation and discussion.

### **Task 9: Prepare and Present Draft Report**

**Objective:** Prepare draft report.

**Description:** This task involves the preparation of the draft report that discusses the study's background, the methodologies utilized in the study, and the results and presentation to various stakeholder groups. As noted below, meetings may occur during this or the next task as appropriate. The calculations used to generate the user fee study will be included textually, as well as in easy to understand tables. Individual fee summaries by department and a comprehensive fee schedule will be included. The draft report will include the following:

- Key results and findings;
- Basic descriptions of each service;
- The full cost of each service and current cost recovery levels;
- Costs broken down graphically into indirect and direct components, with a graphic display of the level of cost recovery;
- Fee recommendations with associate levels of cost recovery;
- Projections of potential fee revenue;
- Assessment of reasonableness of each City's costs;
- Review of reasonableness of current consultant cost structure (for Building Division services);
- As appropriate, recommend alternative methodologies for building permit fee calculation; and
- Summary and recommendations.

The objective of the report is to communicate the recommendation of appropriate fees, which include the appropriate subsidy percentage for those fees where full cost recovery may be unrealistic.

**Meetings:** One (1) conference call with City staff, to present draft results address questions and receive feedback.

**Deliverables: Willdan:** Draft report for City review and comment.

**City:** Review of draft report, with comments and edits.

### **Task 10: Revise Draft Report/Determine Cost Recovery Levels for Recommended Adoption**

**Objective:** Review of draft report and fee model.

**Description:** The goal of this task is to conduct an in-depth review of the draft report and model, incorporate feedback and changes as a result of previous discussions, and arrive at an optimum fee structure. Often through the course of an engagement, City staff will volunteer insightful likes and dislikes regarding the existing fee structure. WFS listens to this feedback carefully because your staff members know the community best. Comments usually revolve around issues of:

- Understandability;
- Fairness to applicants;
- Ease of calculation;
- Appropriate levels of cost recovery; and
- Full cost recovery hourly rates.

When adjusting fee recovery levels, WFS believe it is important to address these concerns.

Following one (1) round of comments from City staff on the draft report and feedback from City staff, WFS will prepare the final report for presentation to the City Council.

**Meetings:** One (1) online demonstration (WebEx) to review the report and model, with any revisions.

**Deliverables:** Draft report, revised draft /final report.

### **Task 11: Prepare and Present Final Report/Train Staff on Model**

**Objective:** Prepare and present final report to City Council. Train staff on the operation and use of the model for future modifications.

**Description:** This task is the culmination of the entire project. Based on staff comments received regarding the draft report, WFS will prepare the final report for presentation.

**Meetings:** One (1) meeting with City Council to present the results and adopt the updated fee schedule. WFS will also provide staff training on the operation and use of the model on the same day, during regular business hours.

**Deliverables:** Provide one (1) electronic PDF file copy of the final report and models; and if requested provide three (3) bound copies, and one (1) unbound copy to the City. Using Microsoft Word and Excel, an updateable electronic copy of the study and models, as well as related schedules, will also be provided on CD-ROM.

## **Development Impact Fee Analysis**

Willdan will consider and recommend modifications to the existing program structure, cost components, and fee amounts. In addition to the services for which the City presently charges fees, the study shall identify and recommend other potential impact fees consistent with the City's goals and objectives.

### **Task 1: Identify and Resolve Policy Issues**

**Objective:** Identify and resolve policy issues raised by the study.

**Description:** Review agency documents related to existing capital planning policies and funding programs including existing impact fees. Bring policy issues to City staff's attention, as appropriate, during the project and seek guidance prior to proceeding. Potential policy issues include:

- Potential new impact fees for consideration
- Adequacy of General Plan and other public facility planning policies (e.g. level of service standards); impact fee ordinances and resolutions, and prior nexus studies;
- Availability of existing public facility master plans and CIPs to identify needed facilities;
- Types of facilities to be funded by each fee;
- Land use categories for imposition of fees;
- Nexus approach to determining facility standards;
- Nexus approach to allocating cost burden among land uses, including need for separate fee zones;
- Potential alternative funding sources, if needed;
- Funding existing deficiencies, if identified; and
- Implementation concerns and strategies.

**Deliverables:** (1) Information requests; (2) revised project scope and schedule (if needed); and (3) brief summary of policy decisions (if needed).

### **Task 2: Comparison**

**Objective:** Provide a comparison of the current and proposed impact fees to those of comparable/surrounding jurisdictions.

**Description:** Typically, this would be neighboring jurisdictions, and a few that are nearby and comparable to the City. Willdan will compare a total of five jurisdictions to be selected by the City. Typically, Willdan prepares an analysis of fees charged to a series of prototype developments (such as residential, retail, etc.) in order to provide an "apples to apples" comparison, but the exact methodology will be set in consultation with the City. This comparison will be limited to five other jurisdictions.

### **Task 3: Prepare Report**

**Description:** Provide a technical memorandum that summarizes Willdan's findings and outlines a roadmap to future actions to consider (such as a fee update study, adoption of additional fee categories, etc.).

**Deliverables:** WFS will provide up to five (5) hard copies of the technical memorandum, one (1) unbound copy, and a copy in Microsoft Word.

### **Task 4: Meetings**

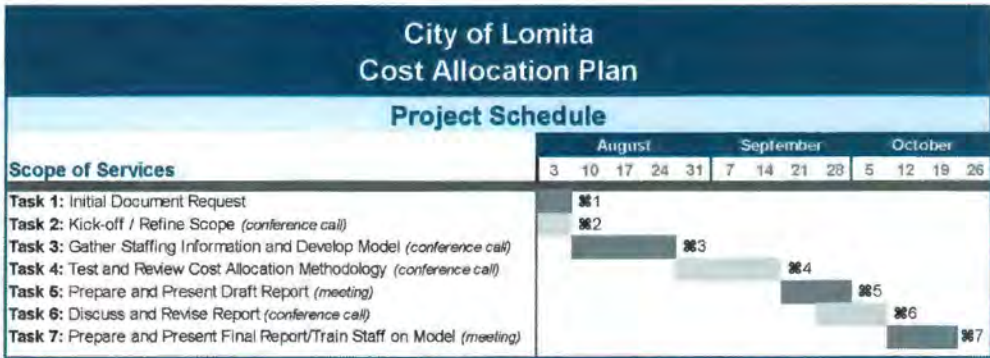
**Objective:** The project manager or other necessary Willdan staff will attend project meetings. A member of the Impact project team will attend up to two meetings throughout the Impact Fee Analysis portion of the City's engagement. Phone conferences are not considered meetings for the purposes of this scope. Additional meetings may be requested for an additional fee based on WFS hourly billing rates.

## City of Lomita

### Project Schedules

Willdan understands time is of the essence for the City of Lomita to begin this engagement. These schedules can only be met with the cooperation of City staff. Delays in responding to our requests for data and review will result in corresponding delays to the project schedule. If that is the case, we will notify the City immediately of the possible impact on the schedule.

### Cost Allocation Plan



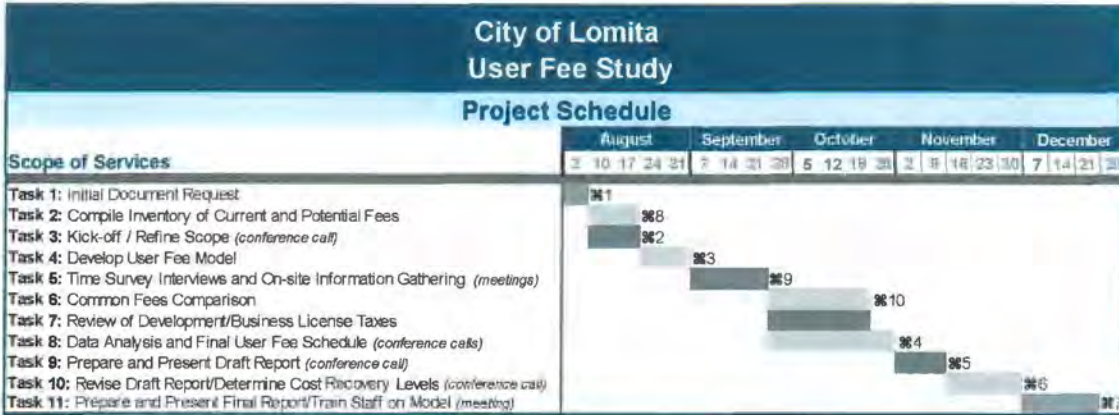
**Legend:**

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>■ 1: Information Request</li> <li>■ 2: Revised Project Scope and Schedule <i>(if needed)</i></li> <li>■ 3: User-friendly Model in Microsoft Excel</li> <li>■ 4: Draft Cost Allocation Plan Model Review</li> </ul> | <ul style="list-style-type: none"> <li>■ 5: Draft Report</li> <li>■ 6: Revised Draft Report/Final Report</li> <li>■ 7: Final Report – Hard and Electronic Copies</li> </ul> |
|---|---|



**City of Lomita**

User Fee Study



**Legend:**

- 01: Information Request
- 02: Revised Project Scope and Schedule (if needed)
- 03: User-friendly Model in Microsoft Excel
- 04: Draft Fee and Rate Model Review
- 05: Draft Report
- 06: Revised Draft Report/Final Report
- 07: Final Report – Hard and Electronic Copies
- 08: Draft List of Current Fees
- 09: Time Surveys and Draft Full Cost Recovery Fees
- 10: Common Fee Comparison



**City of Lomita**

**Development Impact Fee Analysis**

City of Lomita Development Impact Fee Analysis Project Schedule												
Scope of Services	August					September				October		
	3	10	17	24	31	7	14	21	28	5	12	19
<b>Task 1:</b> Identify and Resolve Policy Issues												
<b>Task 2:</b> Comparison												
<b>Task 3:</b> Prepare Technical Memorandum												
<b>Task 4:</b> Meetings												



**City of Lomita**

## Schedule of Fees

### Not to Exceed Fee

Willdan Financial Services ("Willdan") proposes a **not-to-exceed fixed fee of \$49,170** for the Cost Allocation Plan, User Fee Study, and Development Impact Fee Analysis engagement. The tables below provide a breakdown of each fee by task and project team member.

#### Cost Allocation Plan

Based on the corresponding work plan identified within the scope of services, we propose a **not-to-exceed fixed fee of \$10,440** to prepare a Full and OMB Compliant Cost Allocation Plan.

City of Lomita Cost Allocation Plan						
Fee Proposal						
	C. Fisher Principal-In- Charge	T. Thrasher Tech Project Manager	P. Patel Analytical Support	R. Guaid QA/Tech Advisor	Total	
	\$ 250	\$ 185	\$ 125	\$ 210	Hours	Cost
<b>Scope of Services</b>						
Task 1: Initial Document Request	-	1.0	1.0	-	2.0	\$ 310
Task 2: Kick-off /Refine Scope	-	1.0	1.0	-	2.0	310
Task 3: Gather Staffing Information, Develop Cost Allocation Plan Model	1.0	4.0	16.0	-	21.0	2,990
Task 4: Test and Review Cost Allocation Methodology	1.0	3.0	8.0	1.0	13.0	2,015
Task 5: Prepare and Present Draft Report	2.0	2.0	10.0	1.0	15.0	2,330
Task 6: Discuss and Revise Report	1.0	2.0	6.0	-	9.0	1,370
Task 7: Prepare and Present Final Report/Train Staff on Model	1.0	4.0	1.0	-	6.0	1,115
<b>Total—Full Cost Allocation Plan</b>	<b>6.0</b>	<b>17.0</b>	<b>33.0</b>	<b>2.0</b>	<b>68.0</b>	<b>\$ 10,440</b>

#### User Fee Study

Based on the corresponding work plan identified within the scope of services, we propose a **not-to-exceed fixed fee of \$24,780** to prepare a User Fee Study.

City of Lomita User Fee Study						
Fee Proposal						
	C. Fisher Principal-In- Charge	T. Thrasher Tech Project Manager	P. Patel Analytical Support	R. Guaid QA/Tech Advisor	Total	
	\$ 250	\$ 185	\$ 125	\$ 210	Hours	Cost
<b>Scope of Services</b>						
Task 1: Initial Document Request	-	-	1.0	-	1.0	\$ 125
Task 2: Compile Inventory of Current and Potential Fees	-	1.0	2.0	-	3.0	435
Task 3: Kick-off /Refine Scope	1.0	1.0	2.0	-	4.0	685
Task 4: Develop User Fee Model	-	2.0	12.0	-	14.0	1,870
Task 5: Time Survey Interviews and Information Gathering	1.0	10.0	10.0	-	21.0	3,350
Task 6: Common Fees Comparison	1.0	2.0	16.0	-	19.0	2,620
Task 7: Review of Development/Business License Taxes	3.0	3.0	5.0	1.0	12.0	2,140
Task 8: Data Analysis and Final Fee and Rate Schedule	1.0	6.0	34.0	2.0	43.0	6,030
Task 9: Prepare and Present Draft Report	2.0	4.0	12.0	1.0	19.0	2,950
Task 10: Revise Draft/Determine Cost Recovery Levels	1.0	8.0	8.0	2.0	19.0	3,150
Task 11: Prepare and Present Final Report/Train Staff on Model	1.0	5.0	2.0	-	8.0	1,425
<b>Total—User Fee Study</b>	<b>11.0</b>	<b>42.0</b>	<b>104.0</b>	<b>6.0</b>	<b>163.0</b>	<b>\$ 24,780</b>



**City of Lomita**

**Development Impact Fee Analysis**

Based on the corresponding work plan identified within the scope of services, we propose a *not-to-exceed fixed fee of \$13,950* prepare a Development Impact Fee Analysis.

City of Lomita Development Impact Fee Analysis					
Fee Proposal					
	J. Edison Project Manager	C. Villarreal Senior Analyst	Total		
	\$ 240	\$ 165	Hours	Cost	
<b>Scope of Services</b>					
Task 1: Identify and Resolve Policy Issues	8.0	12.0	20.0	\$	3,900
Task 2: Comparison	6.0	10.0	16.0		3,090
Task 3: Prepare Report	8.0	12.0	20.0		3,900
Task 4: Meetings	10.0	4.0	14.0		3,060
<b>Total – Development Impact Fee Study</b>					<b>\$ 13,950</b>

**Development Impact Fee Limitations**

- Our fees stated in the Development Impact Fee Budget include attendance at a total of two in-person meetings with City staff, stakeholders, and City Council. Attendance at more than two in-person meetings shall be billed at our current hourly rates, provided below.
- Comprehensive written responses to resolve conflicts or preparation of more than one set of major revisions to the draft report, will be classified as Additional Services, and may require additional billing at hourly rates stated in the Hourly Rates table listed below. These additional fees shall only take effect once the fixed fee stated above has been exceeded.

**Examples of Additional Services include:**

- Additional analysis based on revised assumptions requested by the City, including possible changes in Facilities needs list, infrastructure costs, populations projections, and related data once preparation of draft administrative report has been approved;
- Negotiations with stakeholders once the report has been prepared (beyond the two meetings included in the proposal); and
- Time expended related to obtaining data assigned to City under "City Staff Support", as stated in our work plan.

**Notes**

- Our fee includes all direct expenses associated with the project.
- We will invoice the City monthly based on percentage of project completed.
- Additional services may be authorized by the City and will be billed at our then-current hourly overhead consulting rates.
- City shall reimburse Willdan for any costs Willdan incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to City or relating to the project. Reimbursement shall be at Willdan's rates in effect at the time of such response.
- The cost of preparing the Fee Study can be included in the resulting new fee schedule. Therefore, over time, the City can recover the initial outlay of funds that was required to complete the studies.
- Willdan will rely on the validity and accuracy of the City's data and documentation to complete the analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy and will not be responsible for any errors that result from inaccurate data provided by the client or a third party.



City of Lomita

## Additional Professional Services

### Hourly Fee Schedule

Our current hourly rates are listed below.

Willdan Hourly Rate Schedule		
Position	Team Member	Hourly Rate
Group Manager	Chris Fisher	\$250
Managing Principal	James Edison	\$240
Principal Consultant	Bob Quaid	\$210
Senior Project Manager	Tony Thrasher	\$185
Project Manager	Carlos Villarreal	\$165
Senior Project Analyst		\$135
Senior Analyst	Priti Patel	\$125
Analyst II		\$110
Analyst I		\$100

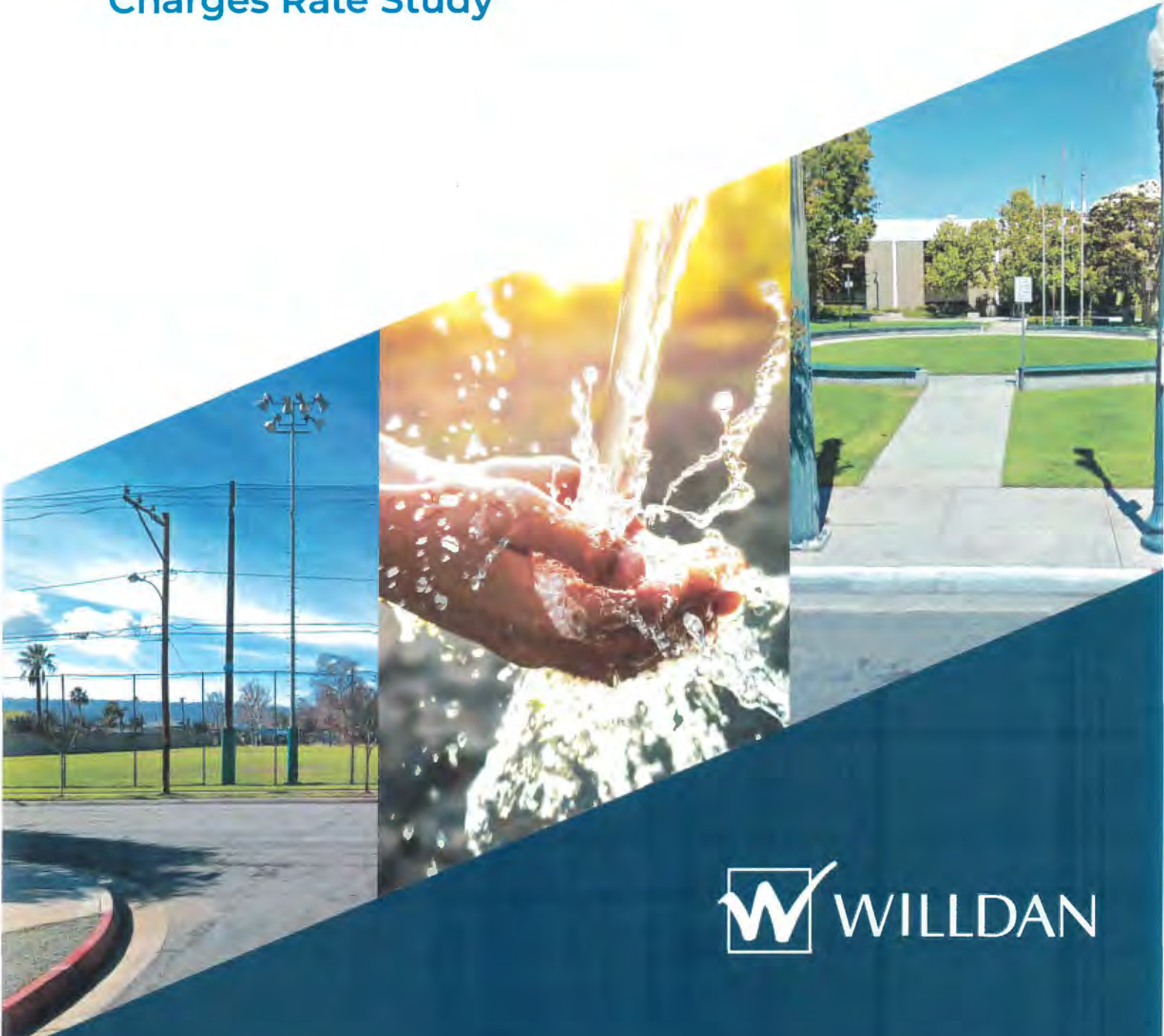


EXHIBIT A

# City of Lomita

Technical Proposal

## Comprehensive User Fee & Charges Rate Study





June 4, 2020

Ms. Kathleen Hill  
City Clerk  
City of Lomita  
24300 Narbonne Avenue  
Lomita, California 90717

**Re: Proposal to Conduct a Comprehensive User Fees and Charges Rate Study for the City of Lomita**

Dear Ms. Hill:

Following the extended shutdown of most of the economy as a result of the COVID outbreak, now more than ever municipalities throughout California are challenged with doing more with less. As cities are faced with limited financial resources to address numerous competing priorities and objectives, they are always striving to maintain high standards of service to their communities. Considering this, it is critical for the City of Lomita ("City") to ensure that its fees for requested services have been developed and updated to ensure maximum appropriate cost recovery, so that the revenues generated by fees cover the cost of those services to the greatest extent possible. City Staff, and ultimately the City Council, need a clear understanding of standards, service levels and the associated costs. Recognizing this, the City has responded by soliciting proposals for a Cost Allocation Plan, User Fee Study Development Impact Fee Analysis.

**Unique Combination of Services and Expertise/Public Engagement** — Willdan Financial Services ("Willdan") is a team of nearly 80 professionals who provide essential financial consulting services throughout California, and the United States. Willdan has provided the requested services to municipal clients for over two decades; and is the only firm providing these types of consulting services that also has a long history of providing contract staff support to public agencies for the delivery of municipal services. This direct experience as "agency staff" provides us with firsthand understanding of City operations and is uniquely useful in determining the full effort associated with service delivery and in developing a fee schedule that is easy to communicate and implement.

**Please note: Willdan is submitting proposals in response to both of the RFPs recently issued by the City. We are one of the only firms who combine Cost Allocation Plan, User Fee, Development Impact Fee and Water Rate expertise and experience under one roof, without the need to team with other consultants – ensuring a seamless coordinated execution of these important projects for the City.**

**Broad Experience with Impact Fee Programs Statewide and Across the Country** — Willdan has wide experience with the range of impact fees charged in the region and the state, and the typical pros, cons and challenges of each, both in implementation and management. Willdan will be pleased to bring its expertise to the City's process of considering financial, practical and policy issues in deciding on its future impact fee program.

**Extensive Experience with Similar Work for Los Angeles/Orange County Area Cities** — Willdan has worked recently with numerous cities in relative proximity to the City of Lomita on User Fee and Development Impact Fee projects, with objectives very similar to those for this study. **This local experience enables us to bring valuable perspective and insight from other local cities' approaches to fees and their policies on fee setting and subsidies, and will also assist us in conducting meaningful and efficient fee comparisons.** Recent studies include Paramount, Signal Hill, Lynwood, Monterey Park, Cerritos, Irvine, Chino Hills and Claremont, with ongoing studies in Arcadia, West Hollywood, El Monte and Fullerton.

**Collaborative Approach and User-friendly Models and Reports** — Willdan prides itself on working closely with City staff to develop an approach that is targeted toward your specific objectives and accounts for your reality, and then working together with you to gather first-hand information regarding the processes and tasks required to provide services to those requesting them.

**This is a distinct advantage we will bring in our approach with the City of Lomita. A collaborative approach ensures we clearly understand your goals and challenges, and just as importantly, you understand the process and the results.** We have included one full day of on-site data gathering and staff interviews to ensure we obtain the information we need efficiently and accurately, with limited need for follow-up.

Ms. Kathleen Hill, City Clerk

City of Lomita

Proposal to Comprehensive User Fees and Charges Rate Study

June 4, 2020

Page ii

We create user-friendly Excel-based models that the City can retain and conduct our analysis and develop the model collaboratively with City staff. Rather than using an inflexible proprietary software program, we construct our models from the ground up, mirroring the City's budget format wherever possible. As a result, ***the information contained in our models is easy for City staff to interpret, and the familiar software ensures ease of navigation.***

This also allows for easy on-the-fly adjustments and updates, inclusion of updated budgets, or changes in organizational structure. Created directly from the models, our reports clearly and graphically illustrate full and recommended levels of cost recovery and projections of revenue for fee programs, break down the costs into direct and indirect overhead categories, and present the fee methodologies.

Our models and project approach are geared toward delivering work on schedule and presenting results at public meetings and council workshops.

The Willdan Team is experienced at communicating complex analytical results in a manner that is easy to understand by non-finance-oriented individuals and facilitates discussion. We have coordinated or participated in numerous public and staff workshops regarding fees and cost of service-based charges.

We are excited about this opportunity to serve the City of Lomita. To discuss any aspect of our proposal, please contact me; my contact information is provided in the table below.

**Contact Information**

**Principal-In-Charge**

Chris Fisher

Vice President

27368 Via Industria, Suite 200

Temecula, CA 92590

Tel#: (800) 755-6864 | Fax #: (888) 326-6864

Email: [CFisher@Willdan.com](mailto:CFisher@Willdan.com)

As a Vice President of Willdan Financial Services, I am authorized to bind the firm to the terms of this proposal, as well as the subsequent agreement.

Sincerely,

**WILLDAN FINANCIAL SERVICES**



Chris Fisher  
Vice President - Group Manager  
Financial Consulting Services

COMPREHENSIVE. INNOVATIVE. TRUSTED.





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# Experience and Qualifications

## Firm Profile

Willdan Financial Services is an operating division within Willdan Group, Inc. (WGI), which was founded in 1964 as an engineering firm working with local governments. Today, WGI is a publicly owned company on NASDAQ (WLDN). WGI provides technical and consulting services that ensure the quality, value, and security of our nation's infrastructure, systems, facilities, and environment. WGI has been a consistent industry leader through its subsidiaries and provides professional technical and consulting services that ensure the quality, value and security of our nation's infrastructure, systems, facilities, and environment.

The firm has pursued two primary service objectives since its inception — ensuring the success of its clients and enhancing its surrounding communities. In doing so, Willdan has gained a notable reputation for technical excellence, cost-effectiveness, and client responsiveness in providing superior consulting services. The company's service offerings span a broad set of complementary disciplines that include engineering and planning, energy efficiency and sustainability, financial and economic consulting. Willdan has crafted this set of integrated services so that, in the face of an evolving environment — whether economic, natural, or built — Willdan can continue to extend the reach and resources of its clients.

WGI has over 1,300 employees operating from offices in **Arkansas, Arizona, California, Colorado, Connecticut, District of Columbia, Florida, Illinois, Kansas, Kentucky, Maryland, Nevada, New Jersey, New York, Ohio, Oregon, Utah, Texas, and Washington.**



## Willdan Financial Services

Established on June 24, 1988, Willdan Financial Services, a California Corporation, is a national firm, and is one of the largest public sector financial consulting firms in the United States. Since that time, we have helped over 1,200 public agencies successfully address a broad range of financial challenges, such as financing the costs of growth and generating revenues to fund desired services. Willdan assists local public agencies by providing the following services:

- User fee studies;
- Cost allocation studies;
- Tax increment finance district formation and amendment;
- Housing development and implementation strategies;
- Financial consulting;
- Real estate acquisition;
- Feasibility studies;
- Development Impact Fee establishment and analysis;
- Utility rate and cost of service studies;
- Municipal Advisory;
- Real estate economic analysis;
- Economic development plans and strategies;
- Debt issuance support;
- Long-term financial plans and cash flow modeling; and
- Property tax audits.

Our staff of nearly 80 full-time employees supports our clients by conducting year-round workshops and on-site training to assist them in keeping current with the latest developments in our areas of expertise.

The organization chart located to the right represents Willdan's reporting structure, principals, including the operating groups; it as well defines the assets available to the City of Lomita.



## Professional Expertise

### Unique Combination of Services and Expertise/Public Engagement

Willdan has provided User Fee and Impact Fee services to municipal clients for over 20 years; and has prepared comprehensive impact fee studies, user fee studies, as well as cost allocation plans, and OMB compliant cost allocation plans for clients throughout California and the United States. Willdan's proven and successful track-record conducting fee studies for public agencies dates to 1998. Since that time, we have developed the expertise to successfully integrate this service into the Financial Consulting Services group's primary functions.

***We are also one of the only firms who combine Cost Allocation Plan, User Fee and Development Impact Fee expertise and experience under one roof, without the need to team with other consultants – ensuring a seamless coordinated execution of this important project for the City.***

Willdan's Financial Consulting Services staff has assisted well over 100 California government agencies with the development and/or update of all fee types. Each project has required defensible documentation and thorough coordination of fee program changes for different agency departments and stakeholders within the business community. In some cases, Willdan has been required to negotiate fees with stakeholders and, on occasion, defend them in meetings and public forums.

We are particularly strong in advising our clients on the advantages and disadvantages of different fee schedule structures (citywide versus multiple-fee districts/zones; more versus fewer land-use categories; etc.) and methods of fee calculation that are based on the City's and stakeholder priorities and applicable regulations that comply with Proposition 26 and Proposition 218.

Our record of success within the industry provides assurance of the professionalism and capability we will bring to this engagement. A team composed of project managers and analysts develop and/or, update user fee studies, cost allocation plans and development impact fees.

### Broad Experience Across the Country

Willdan Financial Services is a team of professionals who provide essential financial consulting services throughout the United States. Willdan has provided the requested services to municipal clients for over two decades; and is the only firm providing these types of consulting services that also has a long history of providing contract staff support to public agencies for the delivery of municipal services. This direct experience as "agency staff" provides us with firsthand understanding of City operations and is uniquely useful in determining the full effort associated with service delivery and in developing a fee schedule that is easy to communicate and implement.

Willdan has extensive experience with the range of fees charged in the region and the state, and the typical pros, cons and challenges of each, both in implementation and management. Willdan will bring its expertise to the City's process of considering financial, practical and policy issues in deciding on its future fee program.

### Staff Continuity

Mr. Fisher has been assigned to serve as the City's representative; he has been selected for this role due to his extensive experience, which includes the preparation and supervision of numerous fee studies, as well as his experience presenting to governing bodies, stakeholders, and industry groups.

***It is important to note that Mr. Fisher has been with Willdan for more than 21 years, ensuring the City of Lomita of continuity and dedication in staffing during the completion of the project.***

### Project Dedication

Willdan's Financial Consulting Services group is composed of a team of over 20 senior-level professional consultants. While each member of the project team currently has work in progress with other clients, the workload is at a manageable level with sufficient capacity to meet the needs of the City specific to the schedule and budget for this engagement.

The Willdan Team is experienced at communicating complex analytical results in a manner that is easy to understand by non-finance-oriented individuals and facilitates discussion. The Team has coordinated or participated in numerous public stakeholder and staff workshops regarding fees and cost of service-based charges.

## City of Lomita

***The team presented within this proposal has worked collectively on numerous projects, such as the one requested by the City of Lomita; an established work practice between the team members has been forged, this proven long-standing system has benefited our clients.***

The proposed project team collectively maintains decades of experience providing financial consulting services, the project team's key resources are comprised of the following individuals:

- Mr. Chris Fisher, Vice President and Group Manager; Principal-in-Charge
- Mr. James Edison, Managing Principal; Development Impact Fee Analysis Project Manager
- Mr. Robert Quaid, CPA, Principal Consultant; User Fee Study and Cost Allocation Plan QA/QC
- Mr. Tony Thrasher, Senior Project Manager; User Fee Study and Cost Allocation Plan Project Manager
- Mr. Carlos Villarreal, Project Manager; Development Impact Fee Analysis Lead Analyst
- Ms. Priti Patel, Senior Analyst; User Fee Study and Cost Allocation Plan Lead Analyst

## Financial Stability

To establish our financial stability, we are providing the following information.

Willdan Group, Inc. (WGI) has sustained a healthy financial performance record due to the outstanding performance of our operating divisions and a strong, dependable reputation in municipal consulting. A snapshot of WGI's financial statistics are provided to the right demonstrating our financial position and stability. As a publicly traded company (WLDN), must provide public financial information as required by the SEC.

**Detailed financial statements and annual reports are included on our webpage (<http://ir.willdangroup.com/>).**

Willdan Financial Services is not currently involved in any condition (e.g., bankruptcy, current or pending litigation, planned office closures, impending merger) that may impede our ability to complete this engagement.

### Financial Stability

- In business for over 55 years
- Market capitalization of \$413M (as of end of 2<sup>nd</sup> Quarter, 2019)
- Fiscal 2<sup>nd</sup> Quarter 2019 revenue (6 months) of \$196M
- Fiscal Year 2018 revenue of \$272M
- \$50 million Line of Credit with the ability to increase up to \$60 million (as of end of 2<sup>nd</sup> Quarter, 2019)
- \$27.6M in cash and cash equivalents (as of end of 2<sup>nd</sup> Quarter, 2019)

## Project Statement

Willdan has read and understands, and agrees to, all statements in this request for proposal, and acknowledges receipt of all addendums and amendments, as well as to the terms, conditions, and attachments referenced.

## City of Lomita

### Similar Studies

Listed in the table below, is an abbreviated list of the public agencies in which similar services are currently in progress, or have been completed, in the previous five years by the project team included within this submission.

Willdan Financial Services 5 Year Cost of Services Study Experience			
Agency	Impact Fee Study	User Fee Study	Cost Allocation Plan
City of Alameda, CA	◆		
City of Banning, CA	◆	◆	◆
City of Bell, CA		◆	◆
City of Bell Gardens, CA			◆
City of Bellflower, CA	◆	◆	◆
City of Belmont, CA		◆	◆
City of Blythe, CA		◆	◆
City of Brea, CA	◆	◆	◆
City of Carpinteria, CA	◆		
City of Cerritos, CA		◆	◆
City of Chino Hills, CA		◆	◆
City of Claremont, CA		◆	◆
City of Coalinga, CA		◆	◆
City of Colton, CA			◆
City of Commerce, CA	◆		
City of Compton, CA	◆	◆	◆
City of Corona, CA	◆		
City of Cudahy, CA	◆	◆	◆
City of DeSoto, TX			◆
City of Dinuba, CA		◆	◆
City of El Centro, CA		◆	
City of El Cerrito, CA		◆	◆
City of El Monte, CA	◆	◆	◆
City of Emeryville, CA	◆		
City of Encinitas, CA		◆	◆
City of Fillmore, CA	◆	◆	◆
City of Fountain Hills, AZ		◆	
City of Fremont, CA	◆		
City of Galt, CA	◆		◆
City of Gardena, CA			◆
City of Garden Grove, CA	◆		
City of Gilroy, CA	◆	◆	◆
City of Glendale, AZ			◆
City of Hawthorne, CA	◆	◆	◆
City of Hayward, CA		◆	◆
City of Hesperia, CA			◆
City of Hollister, CA	◆		◆
City of Indian Wells, CA		◆	

**City of Lomita**

**Willdan Financial Services  
5 Year Cost of Services Study Experience**

<b>Agency</b>	<b>Impact Fee Study</b>	<b>User Fee Study</b>	<b>Cost Allocation Plan</b>
City of Irvine, CA		◆	◆
City of Irwindale, CA	◆	◆	◆
City of La Mesa, CA	◆		
City of La Mirada, CA		◆	◆
City of La Puente, CA		◆	◆
City of Laguna Hills, CA	◆	◆	◆
City of Lake Elsinore, CA	◆	◆	◆
City of Lynwood, CA		◆	◆
City of Menifee, CA	◆		
City of Mission Viejo, CA		◆	◆
City of Missouri City, TX		◆	◆
City of Montebello, CA		◆	◆
City of Monterey Park, CA		◆	◆
City of Monterey, CA			◆
City of Morgan Hill, CA	◆		
City of Murrieta, CA	◆	◆	◆
City of Napa, CA		◆	◆
City of National City, CA		◆	◆
City of Oroville, CA	◆		◆
City of Pacifica, CA		◆	
City of Palm Desert, CA		◆	◆
City of Patterson, CA		◆	◆
City of Petaluma, CA	◆	◆	◆
City of Pismo Beach, CA	◆		
City of Pittsburg, CA	◆	◆	◆
City of Rancho Mirage, CA	◆		
City of Rialto, CA	◆		
City of Richmond, CA	◆	◆	◆
City of Rocklin, CA		◆	
City of Rosemead, CA	◆		
City of St. Helena, CA	◆	◆	◆
City of Salinas, CA	◆	◆	◆
City of San Anselmo, CA		◆	◆
City of San Bruno, CA	◆	◆	◆
City of San Fernando, CA	◆	◆	◆
City of San Jacinto, CA	◆	◆	◆
City of Santa Ana, CA		◆	◆
City of Sierra Madre, CA	◆		
City of Signal Hill, CA		◆	◆
City of Soledad, CA		◆	
City of South San Francisco, CA	◆		

**City of Lomita**

**Willdan Financial Services  
5 Year Cost of Services Study Experience**

<b>Agency</b>	<b>Impact Fee Study</b>	<b>User Fee Study</b>	<b>Cost Allocation Plan</b>
City of Sunnyvale, TX			◆
City of Surprise, AZ			◆
City of Tehachapi, CA	◆		
City of Temecula, CA	◆		
City of Tulare, CA			◆
City of Twenty-Nine Palms, CA	◆	◆	◆
City of Union City, CA		◆	◆
City of Watsonville, CA		◆	◆
City of West Covina, CA		◆	◆
City of West Hollywood, CA		◆	◆
City of Yucaipa, CA		◆	◆
County of Los Angeles, CA	◆		
County of Riverside, CA	◆		
County of Sacramento, CA	◆		
County of San Benito, CA	◆	◆	
County of San Diego, CA	◆		
County of Stanislaus, CA	◆		
County of Tulare, CA	◆		
Kentuckiana Works, KY			◆
San Geronio Memorial Hospital, CA	◆		
Town of Loomis, CA	◆		
Town of Los Altos Hills, CA	◆	◆	◆
Town of Paradise Valley, AZ		◆	
Truckee Fire Protection District, CA	◆		

## Project Team

Our management and supervision of the project team is very simple: staff every position with experienced, capable personnel in sufficient numbers to deliver a superior product to the City, on time and on budget. With that philosophy in mind, we have selected experienced professionals for this engagement. We are confident that our team possesses the depth of experience that will successfully fulfill your desired work performance.

Our employees know and understand the problems facing local government under the current economic climate, and we have oriented our practice to support an agency's modified budget policies and public service priorities.

### Principal-in-Charge

Mr. **Chris Fisher** will administer the City of Lomita project as the **Principal-in-Charge**. He will apply his extensive financial rate design/modeling experience and ability to clearly communicate results through the facilitation of numerous stakeholder forums. In this role, he will attend meetings and presentations, provide technical guidance, produce key study elements, and will be responsible for work deliverables.

*Mr. Fisher is also proposed to serve as the Principal-in-Charge for the Water Rate Study. Guaranteeing continuity in the City's projects, and maximizing the opportunity to leverage relationships, data and efforts between the two projects.*

### Cost Allocation Plan and User Fee Study

Mr. **Tony Thrasher** will serve as the **Technical Project Manager** and primary contact for the Cost Allocation Plan and User Fee Study portion of the engagement. He will work closely with Mr. Fisher to develop the analyses under the City's scope of services and develop complete and accurate models that will best fit the project needs.

Ms. **Priti Patel** will provide **Analytical Support** as the project analyst, she will work closely with Mr. Fisher and Mr. Thrasher, and the City, to ensure that data is collected, interpreted, researched, and correctly entered into the model.

Mr. **Robert Quaid, CPA**, will provide quality assurance/quality control to this engagement in the role of **Quality Assurance/Technical Advisor**. Mr. Quaid will review the models as a third-party internal reviewer prior to their submittal to City staff. His continual review of data entry and model development assures that the draft, and final products have been thoroughly evaluated for potential errors; thus, providing quality client deliverables, and high levels of integrity and outcomes throughout the duration of the project.

### Development Impact Fee Analysis

Mr. **James Edison**, Managing Principal, will serve as the **Project Manager** for the Development Impact Fee Analysis portion of the project. His responsibilities will include leading tasks, overseeing the quality of work products, and assuring timely completion of the project; as well as serve as the primary contact and will be present at key meetings. He has been selected for this role because of his familiarity with innovative approaches to funding public facilities and recent legislative and case-law changes that alter how California agencies can use the Mitigation Fee Act.

Mr. Edison is a former bond attorney; with this knowledge and expertise overseeing the City's project, he can be of assistance in advising, and addressing matters that are related to the review or preparation of a nexus study.

Mr. **Carlos Villarreal**, a Willdan project manager, will serve as **Lead Analyst** for the Development Impact Fee Analysis engagement. Mr. Villarreal will be responsible for data gathering and report writing for the Development Impact Fee update engagement. He will also be responsible for coordinating with the client to ensure that data gathering proceeds smoothly and minimizes the burden on client staff.

### Resumes

Resumes for Willdan's project team are presented on the following pages.



## Chris Fisher

### Principal-in-Charge

#### Education

San Francisco State University, Bachelor of Science, Finance

#### Areas of Expertise

Cost of Service Analyses

Multi-disciplinary Team Management

Special District Formations

Client Presentations

Proposition 218

#### Affiliations

California Society of Municipal Finance Officers

Municipal Management Association of Northern California

California Municipal Treasurers Association

#### 21 Years' Experience

Mr. Chris Fisher, Vice President and Group Manager of Willdan's Financial Consulting Services group, will serve as Principal-in-Charge for the City of Lomita's project. He will also share his extensive knowledge related to cost-of-service principles with members of the project team.

Mr. Fisher joined Willdan in April of 1999, and during that time has managed an array of financial consulting projects for public agencies in California, Arizona, Colorado, Texas, and Florida, coordinating the activities of resources within Willdan, as well as those from other firms working on these projects. He is one of the firm's leading experts for special district financing related to public infrastructure, maintenance, and services, including public safety.

#### Related Experience

**City of Irvine, CA — OMB Cost Allocation Plan and Comprehensive User Fee Study:** Willdan completed a cost allocation plan and user fee study for the City of Irvine. Mr. Fisher managed and provided quality assurance to this project, ensuring the accuracy of the models, as well as the final reports. He also presented the results to the City's Finance Commission and to the City Council.

**City of Murrieta, CA – Cost Allocation and OMB Compliant Plan and Comprehensive User Fee Study:** Mr. Fisher served as the project manager on the City's fee study. The primary objective for the cost allocation study was to ensure that general government costs were fairly and equitably allocated to appropriate programs and funds.

**City of West Covina, CA — Comprehensive Cost Allocation Plan and User Fee Study:** Mr. Fisher served in the role of project manager for the City's engagement. The cost allocation plan developed will aid the City in the recovery of overhead costs related to central service activities.

**City of Laguna Hills, CA — Comprehensive Cost Allocation Plan and Comprehensive User Fee Study:** Mr. Fisher oversaw the update of the City's general overhead allocation plan and cost-of-service user fees.

**City of Palm Desert, CA — Cost Allocation Plan and Comprehensive User Fee Study:** Mr. Fisher is the principal-in-charge for the ongoing full cost allocation plan and user fee study. Willdan's work includes the gathering of necessary data and information, interviews with City Staff to identify overhead support services and how they are used and interviews to gather information related to fee-based services. We are also developing financial models to calculate overhead allocations and personnel rates and the full cost of services for which fees are charged. We are working with Staff to finalize cost recovery targets, prepare reports and present the results.

**City of Indian Wells, CA — User Fee Study:** Mr. Fisher was the principal-in-charge for the City's user fee study for the Administrative, Building, Planning and Public Works Departments. Our team gathered and confirmed data, met with City Staff to discuss the City's overhead support structure and how operating activities use and benefit from overhead support services. We conducted interviews to gather information related to fee-based services to be used in calculating the full cost of providing services. We developed financial models to calculate overhead allocations and the full cost of services and worked with Staff to develop fee-setting recommendations. We prepared reports and presented the results and met with the development community to address their questions about the study's methodology and results.

**City of National City, CA – Cost Allocation Plan, OMB Compliant Cost Allocation Plan, User Fee Study, and ISF Allocation Study:** Mr. Fisher served as the principal-in-charge for the City of National City's Cost Allocation Plan, OMB Compliant Cost Allocation Plan, User Fee, and ISF Allocation Study.

**City of Hayward, CA — Cost Allocation Plan and User Fee Study:** Mr. Fisher served as the project manager for the City's full overhead cost allocation plan and OMB A-87 cost allocation plan, along with a comprehensive master user fee study. He worked with the City and Willdan staff to gather the necessary data and is overseeing Willdan's development of the cost allocation model. The City has a complicated and detailed budget and the cost allocation plan that Willdan developed is tailored to their structure and includes provision for several Internal Service Funds.

**C. Fisher***Resume Continued*

**City of Salinas, CA – Comprehensive Fee Study and Full Cost Allocation Plan:** Mr. Fisher served as the project manager for the City of Salinas engagement, to prepare an OMB A-87-compliant full cost allocation plan and comprehensive fee study for the development of a master list of fees. Mr. Fisher led an all-departments overview meeting, where the framework and general process was reviewed, and global practical and policy questions were addressed. Immediately following the overview meeting, individual meetings were held with representatives from each department to discuss their specific fee related activities and gather necessary information to update fees.

**City of Belmont, CA – Master Fee Study and Cost Allocation Refinement:** Mr. Fisher served as the project manager for Willdan's work with the City of Belmont and the Belmont Fire Protection District's fee study. Willdan completed a Master Fee Study and an analysis and review of the existing Cost Allocation Plan for the City of Belmont, and a Fee and Rate Study for the Belmont Fire Protection District.

**City of Union City, CA – Comprehensive Fee and Rate Study & Overhead Cost Allocation Plan:** Mr. Fisher served as the principal-in-charge for the City's fee study. He oversaw the development of an overhead cost allocation plan, OMB compliant cost allocation plan, as well as a comprehensive user fee study.

**City of Signal Hill, CA – Cost Allocation Plan and User Fee Study:** As principal-in-charge, Mr. Fisher oversaw the development and review of a Full and OMB compliant cost allocation study and a comprehensive user fee and rate study for the City's master list of fees.

**City of Petaluma, CA – Overhead Cost Allocation Plan and OMB Circular A-87 Plan, User Fee Study, CIP Rate Analysis, and Hourly Overhead Rate Study:** Mr. Fisher served as project manager for the project team and provided oversight for this thorough and intensive study for the City of Petaluma.

**City of Pittsburg, CA – Cost Allocation Plan and User Fee Study:** Mr. Fisher provided policy guidance and quality assurance to the City's update and development of a comprehensive user fee study for the development of a master user fee and rate schedule and a cost allocation plan to recover overhead costs related to central service activities.

**City of DeSoto, TX – User Fee Study:** Mr. Fisher served as the principal-in-charge for City's Comprehensive User Fee Study.

## Tony Thrasher

### Technical Project Manager – Cost Allocation Plan and User Fee Study

#### Education

Bachelor of Science in Economics; California State Polytechnic University, Pomona

#### Areas of Expertise

Cost Allocation Plans

Fiscal Analysis for User Fees and Rates

District Administration Services

Utility Rate Studies

#### 11 Years' Experience

Due to his cost allocation and user fee analyses experience, Mr. Tony Thrasher has been selected to serve as Technical Project Manager for the City's User Fee Study and Cost Allocation Plan engagement. Currently, Mr. Thrasher is a Project Manager within the Financial Consulting Services group, whereby his responsibilities include managing projects and conducting fiscal analyses for cost allocation plans, user fees, and utility rate studies.

Mr. Thrasher's prior employment was as a financial analyst working in bond, equity, and mortgage-backed security markets for Wells Fargo Bank, Bank of New York Mellon, and Deutsche Bank. His experience includes portfolio accounting, differential analysis, and forecasting.

#### Related Experience

**City of Chino Hills, CA — Cost Allocation Plan and Comprehensive User Fee Study:** Mr. Thrasher is serving as the technical project manager for the City's Cost Allocation Plan and Comprehensive User Fee Study. He is working directly with the City contact throughout the engagement.

**City of Indian Wells, CA — User Fee Study:** Mr. Thrasher served as the technical project manager for the City's Administrative, Building, Planning and Public Works Departments. The study involved the identification of existing and potential new fees, fee schedule restructuring, data collection and analysis, orientation and consultation, quality control, communication and presentations, and calculation of individual service costs cost recovery levels.

**City of Palm Desert, CA — Cost Allocation Plan and Comprehensive User Fee Study:** Mr. Thrasher is currently serving as the technical project manager for the City's full cost allocation plan and user fee study. He is directly responsible for the creation of both models for the study, gathering and verification of the data, managing the analysts working to support him and presenting results to the City.

**City of Mission Viejo, CA — Cost Allocation Plan and User Fee Study:** Mr. Thrasher was assigned to work with the City on this project, providing analytical support, gathering data, working with staff to make refinements, and developing cost allocation and fee models to ensure full-cost recovery for building and safety, planning, community development, and public works departments.

**City of Irvine, CA — OMB Cost Allocation Plan and Comprehensive User Fee Study:** Serving as the project's analyst, Mr. Thrasher provided analytical support; and designed micro-level allocation models to ensure full-cost recovery for public safety, public works, community development, community services, and administrative departments.

**City of Cerritos, CA — Development Services User Fee Study:** Mr. Thrasher served as the technical project manager for this engagement, whereby he designed micro-level allocation models to ensure full-cost recovery for building and safety, planning, community development, and public works departments.

**City of Bellflower, CA — OMB Cost Allocation Plan and Comprehensive User Fee Study Update:** In Willdan's initial engagement with the City, Mr. Thrasher provided analytical support, with his primary duties including finalizing model figures and generating reports. In the subsequent update of both the CAP and the Fee Study, Mr. Thrasher assumed a lead technical role, working directly with the client to develop a new Cost Allocation Model, update the comprehensive fee model, and resolve policy and fee setting issues. He was directly responsible for delivery of reports and presentations to the City.

**City of National City, CA — Cost Allocation Plan, OMB Compliant Cost Allocation Plan, User Fee Study, and ISF Allocation Study:** Mr. Thrasher served as the technical project manager for the City of National City's Cost Allocation Plan, OMB Compliant Cost Allocation Plan, User Fee, and ISF Allocation Study.

**T. Thrasher***Resume Continued*

**City of Hayward, CA — Cost Allocation Plan and User Fee Study:** For this project, Mr. Thrasher provided analytical support, and was largely responsible for the development of the models. Primary duties include gathering and verifying necessary data, finalizing model figures and generating reports. ***The City hired Willdan to complete the original Cost Allocation Plan and User Fee Study, and has subsequently hired us for updates to both studies.***

**City of Petaluma, CA — Overhead Cost Allocation Plan and OMB Circular Plan, User Fee Study, CIP Rate Analysis, and Hourly Overhead Rate Study:** Mr. Thrasher provided analytical support for this engagement. His primary duties were to work with City staff to gather data, provide assistance to the project manager, and produce reports. ***The City has hired Willdan for multiple updates since we completed the original study.***

**City of Richmond, CA — Cost Allocation Plan & User Fee Study:** Mr. Thrasher is serving as the project manager for the City of Richmond's fee study.

**City of Salinas, CA — Full Cost Allocation Plan and Comprehensive Fee Study:** Mr. Thrasher provided analytical support for the City of Salinas OMB A-87-compliant full cost allocation plan and comprehensive fee study engagement. He worked closely with City staff to gather and analyze data to produce reports, participated in multiple meetings, and assisted the City appointed Project Manager in the adoption of the new fees.

**City of Monterey, CA — Cost Allocation Plan:** Mr. Thrasher is serving as the technical project manager for the City of Monterey Cost Allocation Plan engagement and updates. He is assisting in the development of the City's general overhead allocation plan, whereby he applies his expertise on alternative allocation methods. ***The City hired Willdan for the original study, and has since hired us for multiple updates.***

**City of Galt, CA — Cost Allocation Plan:** As the assigned technical lead, Mr. Thrasher worked directly with City Staff to develop the Cost Allocation Model and report and worked with Staff to test and adjust the model and methodology where appropriate before finalizing. Following completion of the initial CAP, he worked with the City to update the model for the subsequent budget update.

**Sacramento Public Library Authority, CA — Cost Allocation Plan and OMB Circular A-87:** Mr. Thrasher provided analytical support. His primary duties included finalizing model figures and generating reports.

**City of DeSoto, TX — User Fee Study:** Mr. Thrasher served as the technical project manager for City's Comprehensive User Fee Study.

**City of Missouri City, TX — Comprehensive User Fee Study and Cost Allocation Plan:** Mr. Thrasher served as the technical project manager for City's Fee Study.

**City of Mesquite, TX — Cost Allocation Plan:** Mr. Thrasher served as the technical project manager for City's Cost Allocation Study.

**City of Surprise, AZ — Cost Allocation Plan:** Mr. Thrasher served as the technical project manager for the 2017 Cost Allocation Plan to identify the City's costs related to rendering internal central support services, and the allocation of those costs to operating departments.

**Kentuckiana Works, KY — Cost Allocation Plan:** Mr. Thrasher was the technical project manager for Kentuckiana Works Cost Allocation Plan.

## Priti Patel

### Project Analyst – Cost Allocation Plan and User Fee Study

#### Education

Bachelor of Arts;  
Business  
Management,  
Information Systems  
and  
International Business,  
University of Cincinnati

Ms. Priti Patel is a Senior Analyst within the Financial Consulting Services group, whereby she supports project managers in conducting utility rate analyses, fee studies, cost allocation plans, monitoring Proposition 218 compliance, and forming special districts.

Coordinating and conducting activities associated with Cost Allocation Plans and User Fee Studies, including database integration and manipulation, revenue and expenditure analyses, and documentation preparation are just some of Ms. Patel's duties. With these duties, she interacts with clients on a regular basis.

#### Areas of Expertise

Cost Allocation Plans

User Fee Studies

Proposition 218

Ms. Patel joined Willdan as an analyst with the District Administration Group, while with DAS she performed research and analysis needed for local government financial issues related to district administration, including document data entry and updating, database management, research and report preparation. She also provided general information on questions pertaining to Assessment Districts and special taxes (such as Mello-Roos Pools), as well as the status of property delinquencies. Ms. Patel came to Willdan with more than five years' experience as an Analyst.

#### 7 Years' Experience

#### Related Experience

##### City of Palm Desert, CA — Cost Allocation Plan and Comprehensive User Fee Study:

Ms. Patel is assigned as the analyst to the City of Palm Desert's full cost allocation plan and user fee study. She supports the project manager by gathering necessary data, preparing the initial draft models and reports, and working directly with City Staff to refine and update results during review iterations.

**City of Indian Wells, CA — User Fee Study:** Ms. Patel served as the analyst for the City's user fee study for the Administrative, Building, Planning and Public Works Departments. She led the analytical efforts by developing the User Fee model and report, and gathering and evaluating the data necessary for the study. She also participated in the on-site interviews with Staff to discuss service delivery processes.

##### City of Chino Hills, CA — Cost Allocation Plan and Comprehensive User Fee Study:

Providing analytical support in the preparation of a cost allocation plan and comprehensive fee study, Ms. Patel is working to identify and take into account direct and indirect costs, along with changes in staffing, structure, and service delivery methods. She is also assisting in the preparation of user-friendly Excel-based models that City staff can easily update in the future to determine the proper allocation of expenditures and ongoing full cost of City-provided services.

##### City of Laguna Hills, CA — Cost Allocation Plan and Comprehensive User Fee Study:

Ms. Patel provided analytical support in the preparation of a full cost allocation plan and comprehensive fee study for the development of a master list of fees.

**City of Lake Elsinore, CA — User Fee Study and Cost Allocation Plan:** Ms. Patel provided analytical support and gathering budget and allocation basis data for this engagement.

##### City of National City, CA — Cost Allocation Plan, OMB Compliant Cost Allocation Plan, User Fee Study, and ISF Allocation Study:

Ms. Patel is providing analytical support in the preparation of this study, her primary duties include development of the models, finalizing model figures and results, and generating reports.

##### City of San Fernando, CA — Cost Allocation Plan and Comprehensive User Fee Study:

Ms. Patel is currently providing support to senior team members in the preparation of a cost allocation plan, OMB compliant plan and comprehensive user fee study.

##### City of Yucaipa, CA — Cost Allocation Plan and Comprehensive User Fee Study:

Provided analytical support in the preparation of a Cost Allocation Plan and OMB compliant cost allocation plan and comprehensive fee study for the development of a master list of fees. Ms. Patel worked to identify and take into account direct and indirect costs, along with changes in staffing, structure, and service delivery methods. She also assisted in the preparation of user-friendly Excel-based models that City staff could easily update in the future to determine the proper allocation of expenditures and ongoing full cost of City-provided services.

**P. Patel***Resume Continued*

**City of Richmond, CA — Cost Allocation Plan & User Fee Study:** Ms. Patel is the financial analyst on the City of Richmond's ongoing User Fee Study and Cost Allocation Plan. She is assisting the project manager with gathering and validation of data, development of the models and related analysis, staff interviews and preparation of reports and presentations.

**City of Pittsburg, CA — Cost Allocation Plan and User Fee Study:** Ms. Patel was assigned to provide assistance to senior project team members on the City of Pittsburg Cost Allocation Plan and User Fee Study engagement. She will be a technical lead for the gathering of data, creation of the models and preparation of study reports and presentations. ***The City hired Willdan for the original study, and for two subsequent updates.***

**City of Monterey, CA — Cost Allocation Plan:** Ms. Patel is serving as the financial analyst for the City of Monterey Cost Allocation Plan and updates. In this role she is responsible for obtaining updated information and data, reviewing overhead structure and functions and preparing the updated model and report. ***The City originally hired Willdan for the creation of the first Cost Allocation Plan, and has hired us for multiple updates since then.***

**City of Fillmore, CA — Full Cost Allocation Plan and User Fee Study:** Ms. Patel helped develop a cost allocation plan and model that fully allocated central overhead costs to appropriate operating departments, funds, and/or programs. She assisted in the completion of the model and report and worked directly with senior staff to their feedback and revisions.

**Rainbow Municipal Water District, CA — Cost Allocation Plan and OMB Compliant Plan:** Ms. Patel provided analytical support to ensure that the District's Cost Allocation Plan and OMB compliant cost allocation model and plan fairly allocated general and administrative overhead service costs to appropriate activities and departments.

**City of Dinuba, CA — Cost Allocation Plan Update and Utility Rate Study:** Ms. Patel assisted with a utility rate study and a cost allocation plan update for the City. Duties included reviewing relevant documentation, gathering information related to indirect staffing and functions, assisting in the preparation of a comprehensive draft cost allocation model and plan, and testing and reviewing the model and results with project management staff.

## Robert Quaid, CPA

### QA / Technical Advisor – Cost Allocation Plan and User Fee Study

#### Education

Bachelor of Science,  
University of Southern  
California

#### Areas of Expertise

Fiscal Analysis for User  
Fees and Rates

Cost Allocation Plans

Acquisition Audit  
Services

Statutory Financial  
Reporting

Fund Audits

Quality Review of  
Community Facilities,  
Lighting & Landscaping,  
and Assessment  
Districts

#### Affiliations

California Society of  
Municipal Finance  
Officers

California Society of  
CPAs

#### Certifications/ Licenses

Certified Public  
Accountant

#### 35 Years' Experience

With his 35 years of extensive experience in public financing, Mr. Robert Quaid has been selected to provide quality assurance/quality control in the role of technical advisor. In his position as a Principal Consultant at Willdan, Mr. Quaid provides project management, procedural support, technical support, and quality review for Willdan's District Administration group, as well as the Financial Services Consulting group specific to cost allocation plans, user fee studies, and special financial analysis.

Prior to joining Willdan, Mr. Quaid worked in the private industry of real estate accounting and finance. He began his career with the public accounting firm formerly known as Haskins & Sells (currently known as "Deloitte & Touche"). His experience includes financial statement analyses, asset administration, computer conversion, and reporting to the Securities and Exchange Commission for several public real estate partnerships. In 1979, Mr. Quaid became a licensed California CPA.

#### Related Experience

**City of Thousand Oaks, CA — Cost Allocation Plan:** Mr. Quaid served as project manager for the development of an OMB A-87 compliant cost allocation plan model using fiscal year actual costs as the basis for the allocations. He was responsible for the preparation of the Cost Allocation Plan report and provided cost allocation model training to City staff.

The objective of this project was to determine the appropriate allocation of indirect costs from City General Fund central service departments to the General Fund operating departments/programs and the non-General Fund departments/programs. The plan model included 16 allocation bases allocating costs to over 100 departments and divisions. Both full and OMB A-87 cost allocation models were delivered to the City. Willdan was awarded a four-year contract.

**Cities of Fontana, Gardena and Hawthorne, CA — Cost Allocation Plan Projects:** For each of these cities, Mr. Quaid served in the role of task manager for the development of an OMB A-87 compliant cost allocation plan model using Microsoft Excel. He was responsible for the preparation of the cost allocation plan report and trained City staff on how to use the cost allocation model.

**City of Rialto, CA — Comprehensive User Fee Study:** Project manager for the Comprehensive User Fee Study to develop a user fee model in Microsoft Excel and update fees for Planning, Engineering, Building, Public Works, Recreation, Police, Fire, City Clerk, Treasurer and Finance.

**City of Cathedral City, CA — Comprehensive User Fee Study:** Mr. Quaid served as project manager for a user fee study that required updating fees for Planning, Engineering, Building, Police, Fire, City Clerk, and Finance.

Mr. Quaid has provided Quality Assurance and Quality Control to multiple clients throughout California. Provided below are a few examples of clients in which services have been provided in the previous three years.

- City of Belmont, CA
- City of Cerritos, CA
- City of Claremont, CA
- City of Coalinga, CA
- City of El Cerrito, CA
- City of Fillmore, CA
- City of Galt, CA
- City of Hayward, CA
- City of Indian Wells, CA
- City of Monterey, CA
- City of Petaluma, CA
- City of Rocklin, CA
- City of St. Helena, CA
- County of San Benito, CA
- City of San Bruno, CA
- Sacramento Public Library, CA
- City of Salinas, CA
- City of Union City, CA
- City of Watsonville, CA
- City of Yucaipa, CA

## James Edison, JD, MPP

### Project Manager – Development Impact Fee Analysis

#### Education

*Juris Doctorate,  
Boalt Hall School of  
Law, University of  
California, Berkeley*

*Master of Public  
Policy, Richard and  
Rhoda Goldman  
School of Public  
Policy, University of  
California, Berkeley*

*Bachelor of Arts,  
magna cum laude,  
Harvard University*

#### Professional Registrations

*Inactive Member of  
State Bar, California*

*Licensed Real Estate  
Broker, California*

#### Affiliations

*Council of  
Development Finance  
Agencies*

*CFA Society of  
San Francisco*

*Congress for the  
New Urbanism*

*Urban Land Institute*

*Seaside Institute*

*International Economic  
Development Council*

#### 20 Years' Experience

Mr. James Edison specializes in the nexus between public and private, with expertise in public-private partnerships, and the benefits of economic development to municipalities and state, provincial, regional and national governments. He possesses deep expertise in land use economics, with a specialty in finance and implementation, including fiscal impact and the public and private financing of infrastructure and development projects, both in the U.S. and internationally. Mr. Edison's public-sector experience includes local and regional economic impact studies; fiscal impact evaluations; new government formation strategies; and the creation of impact fees, assessments, and special taxes to fund infrastructure and public facilities. He has conducted numerous evaluations of the economic and fiscal impact of specific plans and consulted on a wide variety of land use planning topics related to community revitalization and the economic and fiscal impacts of development.

As a former bond attorney, Mr. Edison understands the legal underpinnings and technical requirements of public financing instruments and has advised both public and private clients on the use of individual instruments, and the interaction between those instruments and the needs of developers and project finance.

#### Related Experience

**City of Morgan Hill, CA – Development Impact Fee Update:** Mr. Edison managed the update of the City's existing nexus study, which included general government, fire, police, parks and recreation, library and storm drain fee categories. The project scope included stakeholder outreach. The City has once again engaged Willdan to update their impact fees.

**City of Santa Clara, CA – Parks Fee Update:** Mr. Edison served as principal-in-charge of the City's park impact fee update. This project included a demographic analysis and estimation of the cost of acquiring and improving public park land.

**City of Alameda, CA – Comprehensive Impact Fee Update:** Mr. Edison led the Willdan team updating the impact fee programs of the City of Alameda and creating a separate impact fee program for Alameda Point, the former Alameda Naval Air Station.

**County of Tulare, CA – Countywide Impact Fees:** Mr. Edison served as project manager for a study that involved the creation of an impact fee program for the County. The study includes a range of facilities including public protection, library and parks, as well as a transportation facilities impact fee, with different fees calculated for two zones in the County.

**City of Fremont, CA – Comprehensive Impact Fee Update:** Mr. Edison led the Willdan team in the successful update of the impact fee programs for the City of Fremont. The effort included an update of the City's transportation impact fee program and capital improvement program.

**County of Riverside, CA – Comprehensive Impact Fee Update:** Mr. Edison led the effort to establish a comprehensive fee program for the County, including facilities fees for fire, police, parks, criminal justice, libraries and traffic. He prepared the technical and analytical documents necessary to calculate the fee and establish the necessary nexus to collect it, as well as presented the fees during public hearings to the County Board of Supervisors.

**City of Manteca, CA – Fire Impact Fee Update:** Mr. Edison served in the capacity of project manager for the update of the City's fire services impact fee program.

**City of Pacifica, CA – Park Fee Update:** Mr. Edison served as the City's project manager to update their park fee to include new costs and to impose fees for home expansion/remodels, in addition to new development.

**Stanislaus County Council of Governments, CA – Regional Transportation Fee Update:** Mr. Edison worked on an update of the County's transportation impact fee program. Key tasks included a revised capital improvement program and fee model, along with a public participation process that ensures buy in from the communities of Stanislaus County and the County government itself.



**J. Edison***Resume Continued*

**County of Imperial, CA – Solar Farm Fiscal and Economic Analysis:** Mr. Edison was engaged by the County of Imperial to evaluate the fiscal and economic impacts of a series of proposed solar-voltaic facilities (or “solar farms”) on land near the Town of Calipatria, which is within the County. For each, Mr. Edison calculated the tax revenues and service expenditures accruing to the County from development of the project. He also estimated the economic impacts of the project using IMPLAN, including the impact of the construction and ongoing operation of the solar farm, along with the negative impact of the removal of the project site from agricultural production.

**City of Foster City, CA – Gilead, Chess Drive, and Mirabella Fiscal Impact Studies:** The City of Foster City hired Mr. Edison to provide an evaluation of the fiscal impact of three specific plans in the City. He evaluated the impact on services of each plan, the anticipated new revenues and expenditures, and the necessity for new public facilities to serve the projects.

**City of Vallejo, CA – Costco Expansion Urban Decay, Economic and Fiscal Impact Analysis:** In response to the City of Vallejo's request, Mr. Edison examined the economic impact of a proposed expansion of an existing Costco. The analysis included projections of the impact on sales tax, employment, property tax and the net impact to the City's budget. Based on the analysis, the City Planning Commission approved the Costco expansion.

**City of Vallejo, CA – Service Island Annexation Fiscal Impact Analysis:** The City of Vallejo engaged Mr. Edison to provide an analysis of the fiscal impact of the annexation of three unincorporated areas within the boundaries of the City of Vallejo, areas commonly called “service islands.” Solano County LAFCO requested the City examine the impact of annexation as part of a larger annexation proposal by the City. He provided an examination of the fiscal implications of the annexation of each area, including population, business activity, and the likely revenues and costs associated with adding each area to the City.

**County of Placer, CA – Bohemia Lumber Site, Fiscal Impact and Urban Decay Analysis:** The County of Placer engaged Mr. Edison to examine the fiscal impact and potential urban decay effects from the development of the former Bohemia Lumber site into a retail center. Mr. Edison prepared the analysis and presented the results to the County Board of Supervisors.

**City of Redding, CA – Oasis Towne Centre Financing and Fiscal/Economic Impact Analysis:** Hired by the Levenson Development Company (LDC) to assist with an economic/fiscal impact study and a financing plan for the Oasis Towne Center, a retail development of approximately one million square feet in Redding, California. Mr. Edison advised LDC on how to structure the financing of the development to provide public benefits for the project and minimize the need for public resources. He prepared an economic and fiscal analysis and negotiated a series of service plans and fiscal mitigation measures with the City of Redding. Mr. Edison also prepared a financing plan for infrastructure needed not only for the immediate project but also for development within the entire Oasis Road Specific Plan area.

## Carlos Villarreal, MPP

### Lead Analyst - Development Impact Fee Analysis

#### Education

Master of Public Policy, Richard and Rhoda Goldman School of Public Policy, University of California, Berkeley

#### Bachelor of Arts,

Geography, University of California, Los Angeles; Minor in Public Policy and Urban Planning

#### Areas of Expertise

Fiscal Impact Analyses

Development Impact Fees

Public Facilities Financing Plans

GIS Analysis

#### 14 Years' Experience

Mr. Carlos Villarreal is proposed to serve in the role of lead analyst for the City of Lomita's engagement due to his experience documenting nexus findings for development impact fees, preparing capital improvement plans, facilitating stakeholder involvement, and analyzing the economic impacts of fee programs. He has supported adoption of fee programs funding a variety of facility types, including, but not limited to transportation, parks, library, fire, law enforcement and utilities.

#### Related Experience

**City of Morgan Hill, CA – Development Impact Fee Update:** Mr. Villarreal served as project manager for a study to update the City's existing nexus study, including general government, fire, police, parks and recreation, library and storm drain fee categories. The project scope included stakeholder outreach. The City has once again engaged Willdan and Mr. Villarreal is serving as the project manager on the project.

**City of Santa Clara, CA – Parks Fee Update:** As assistant project manager to Mr. Edison, Mr. Villarreal collected the necessary data to update the City's park impact fee. This project included a demographic analysis and estimation of the cost of acquiring and improving public park land.

**City of Upland, CA – Impact Fee Study Update:** Conducted a study to update the City's impact fee program, including general government, regional transportation, water, sewer, storm drain and park fees. Traffic fees were established within the San Bernardino Associated Governments' (SANBAG) guidelines to provide a local funding source for improvements of regional significance.

**City of Alameda, CA – Development Impact Fee Update:** Mr. Villarreal served as the lead project analyst for this engagement to update the City's impact fee program. He coordinated with the City to gather the pertinent data for the project, and was instrumental in preparing the nexus study, in addition to participating in the presentation to stakeholders and the City Council

**County of Stanislaus, CA – Impact Fee Study Update:** Mr. Villarreal served in the role of project manager for a study updating the County's existing impact fee program. The program includes a range of facilities, like public protection, library, and parks. The study also included a transportation facilities impact fee, with different fees calculated for two zones in the County. Considerable stakeholder outreach was an integral component of this project.

**County of San Benito, CA – Comprehensive Impact Fee Study:** In the role of project manager, Mr. Villarreal assisted the County of San Benito with the preparation of an updated and expanded impact fee program. The fee programs included: 1) Capital Improvements Impact Fee; 2) Road Equipment Impact Fee; 3) Fire Mitigation Impact Fee; and 4) Park and Recreation Impact Fee.

**City of Soledad, CA – Development Impact Fee Study Update:** Mr. Villarreal managed the update of the City's impact fee program, specifically changes in demographics, growth projections, project costs, and facility standards. In particular, the City had to revise its capital facilities needs to accommodate a much lower amount of growth than what was projected before 2007. The resulting fees funded new development's share of planned facilities, while not overburdening development with unnecessary costs.

**County of Los Angeles/City of Santa Clarita, CA – Law Enforcement Facilities Fee Study:** Mr. Villarreal assisted with the development of an impact fee program to fund law enforcement facilities serving the City of Santa Clarita, and other Antelope Valley jurisdictions within the County of Los Angeles. The analysis involved the comparison of law enforcement facilities serving incorporated and unincorporated areas.

**Kern Council of Governments, CA – Regional Alternative Funding Program:** Mr. Villarreal served in the role of project manager for the establishment of this program, which consisted of a deficiency analysis and nexus study to fund transportation projects in Kern County.

**C. Villarreal**  
*Resume Continued*

**City of Long Beach, CA – Park Impact Fee Update:** Willdan assisted with an update to the City's existing park impact fees, with Mr. Villarreal serving in the role of project manager. The project included updating demographic data and facility planning to properly update park facility standards. He used this information to then calculate impact fees for single family and multi-family residential dwelling units and prepare a nexus study documenting the revised fees and the required legal findings under the Mitigation Fee Act.

**Rodeo-Hercules Fire Protection District, CA – Fire Impact Fee Update:** Mr. Villarreal served as project manager for the District's fire impact fees update. The fee will be charged in two jurisdictions, the City of Hercules and the unincorporated community of Rodeo. The fees were adopted by the City Council in September 2009 and were presented to the Board of Supervisors in December 2009. At present, Mr. Villarreal is assisting the District with an update to their fire impact fee.

**City of Sierra Madre, CA – Public Facilities Fee Study:** Willdan was retained to prepare impact fee documentation for the City of Sierra Madre. The impact fee documentation included several fee categories, including a park facilities fee and a Quimby In-Lieu Fee for parkland dedication. The analysis documented two separate park-related fees; one based on the Quimby Act and the other based on the Mitigation Fee Act. The City would collect the fee based on a standard of 3.0 acres per 1,000 residents if the development was subject to the Quimby Act land dedication requirement. For all other development, the City would collect based on the existing standard through the Mitigation Fee Act. The City would only collect one of the two fees depending on which fee was appropriate.

## References

Below are recent project descriptions, including client contact information, that are similar in nature to those requested by the City of Lomita engagement. We are proud of our reputation for customer service and encourage you to contact these clients regarding our commitment to completing the projects within budget and agreed upon timelines.

### Cost Allocation Plan and User Fee Study

#### City of Lynwood, CA

##### Cost Allocation Plan, OMB Compliant Plan, and User Fee Study

Willdan prepared a Cost Allocation Plan, OMB Compliant Cost Allocation Plan, and User Fee Study for the City of Lynwood. Willdan developed a cost allocation plan and model that fully allocated central overhead costs to appropriate operating departments, funds, and/or programs. This portion of the project involved the development of two models: a full Cost Allocation Plan and an OMB compliant Cost Allocation Plan. The OMB compliant Plan was developed using the same model, utilizing a toggle to remove previously flagged costs that would not be allocable under OMB guidelines.

Utilizing the full CAP, Willdan completed the comprehensive user fee study. Willdan completed both studies concurrently, in a manner that fully identifies and takes into account direct and indirect costs, along with changes in staffing, structure, and methods of service delivery.

***Since the completion of the original study, Willdan has been selected to complete annual updates of the Cost Allocation Plan and User Fees.***

**Client Contact:** Mr. Jose Ometoetl, City Manager  
5275 Orange Avenue, Lynwood CA 90630  
Tel #: (310) 603-0220 | Email: [jometoetl@lynwood.ca.us](mailto:jometoetl@lynwood.ca.us)

**Project Dates:** April 2019 – Ongoing

#### City of Claremont, CA

##### Comprehensive User Fee Study and Full Cost Allocation Plan

Willdan was engaged to prepare for the City of Claremont a Cost Allocation Plan and Comprehensive User Fee Study. Willdan developed a cost allocation plan and model that fully allocated central overhead costs to appropriate operating departments, funds, and/or programs. Our primary objective for the cost allocation study was to ensure that general government costs are fairly and equitably allocated to appropriate programs and funds, based on tailored and well thought out allocation factors.

Willdan reviewed and analyzed existing user fee programs, and based upon conversations with staff, made suggestions, as necessary, for fees that may need to be added to the City's fee schedule for which fees were not currently being charged. Utilizing the full CAP, the comprehensive user fee study phase was completed with full interviews and being conducted on site, and a comprehensive fee model developed.

**Client Contact:** Mr. Adam Pirrie, Finance Director  
207 Harvard Avenue, Claremont CA 91711  
Tel. #: (909) 399-5328 | Email: [APirrie@ci.Claremont.ca.us](mailto:APirrie@ci.Claremont.ca.us)

**Project Dates:** May 2017 – May 2018

## City of Lomita

### City of Chino Hills, CA

#### Full Cost Allocation Plan and Comprehensive User Fee Study

The City of Chino Hills engaged Willdan to complete a comprehensive Cost Allocation Plan and Comprehensive User Fee Study. Willdan staff met with City staff to verify the City's objectives for the study, independently gathered most of the necessary data for the development of the CAP model and methodology and worked directly with City staff to gather additional detail or clarify information where necessary. We worked City staff to understand the various functions served by indirect staff in various City departments, and which operating departments or funds they served. We worked directly with City staff to develop and verify allocation bases and make adjustments through several iterations of the CAP model as necessary.

We developed a cost of service analysis and model that updated existing fees and incorporated new fees and used it to create an updated comprehensive fee schedule.

**Client Contact:** Ms. Christa Buhagiar, Finance Director  
14000 City Center Drive, Chino Hills, CA 91709  
Tel #: (909) 364-2642 | Email: [cbuhagiar@chinohills.org](mailto:cbuhagiar@chinohills.org)

**Project Dates:** May 2018 – Ongoing Annual Updates

### Development Impact Fee Analysis

### County of Riverside, CA

#### Comprehensive Impact Fee Study

Willdan assisted the County of Riverside with an update of its comprehensive impact fee program. The fee categories were broad and diverse including countywide facilities such as jail detention facilities and county parks and trails; unincorporated only facilities such as fire stations and libraries; and County planning area specific facilities including storm drain and traffic improvements. Other facilities needed to be differentiated between the Eastern and Western portions of the County due to separation by distance, as well as varying level of facilities by region.

The process was lengthy, involving significant efforts to inform staff of methodological differences between the Willdan methodology and the methodology of the previous consultant.

**Willdan has recently, through competitive bid, been selected to update the Development Impact Fees.**

**Client Contact:** Ms. Serena Chow, Administrative Services Manager  
3403 10th Street, Suite 400, Riverside, CA 92501  
Tel #: (951) 555-6619 | Email: [schow@rivcoeda.org](mailto:schow@rivcoeda.org)

**Project Dates:** January 2013 – Ongoing

### City of Garden Grove, CA

#### Development Impact Fee Study

Willdan completed the City of Garden Grove's development impact fee study, which involved an update to the existing transportation and park and recreation facilities, and the creation of a storm drain fee. The park and recreation facilities fee included a Quimby Fee Act component charged to development occurring within subdivisions.

The analysis accounted for a moderate amount of growth within the City through the study's 2030 planning horizon, with much of the projected growth occurring as infill development. The project also included responses to concerns raised by the development community.

**Client Contact:** Mr. Ana Vegara-Neal, Senior Administrative Analyst  
11222 Acacia Parkway, Garden Grove, CA 92842  
Tel #: (714) 741-5176 | Email: [anar@ci.garden-grove.ca.us](mailto:anar@ci.garden-grove.ca.us)

**Project Dates:** October 2015 – July 2016

## City of Pismo Beach, CA Development Impact Fee Study

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Willdan assisted the City of Pismo Beach with an update to their impact fee program. The program included the following facilities: police, fire protection, park and recreation improvements, water system improvements, wastewater, traffic and general government/administrative facilities. This project was warranted due to the amount of time that had elapsed since the prior update, coupled with the adoption of new and revised public facility master plans that complemented the updated impact fees.

Prior to fee program adoption, Willdan held a stakeholder meeting to inform the public about the project, and to solicit feedback from the development community.

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**Client Contact:** Ms. Nadia Feeser, Administrative Services Director  
760 Mattie Road, Pismo Beach, CA 93449  
Tel #: (805) 773-7010 | Email: [nfeeser@pismo-beach.org](mailto:nfeeser@pismo-beach.org)

**Project Dates:** April 2018 – March 2019

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## City of Lomita

### Combined Studies

#### County of San Benito, CA

##### Comprehensive Impact Fee Study & User Fee Study

The Willdan prepared a Comprehensive User Fee Study for the County of San Benito. Willdan reviewed existing user fee programs, and based upon conversations with staff, made suggestions, as necessary, for fees that may need to be added to the County's fee schedule for which fees were not currently being charged. We developed a cost of service analysis and model that updated existing fees and incorporated new fees and that were used to create an updated comprehensive fee schedule.

Willdan has assisted the County of San Benito with their development impact fees since 2007. Most recently, we updated and expanded the impact fees charged by the County on new development. Willdan prepared the study and presented the results at a stakeholder meeting and before the County Board of Supervisors. The fee categories included: 1) Capital Improvements Impact Fee, including the Law Enforcement Fee and the Jail and Juvenile Hall Fee; 2) Road Equipment Impact Fee; 3) Fire Mitigation Impact Fee; and 4) Park and Recreation Impact Fee.

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**Project Dates:** May 2015 – October 2017

#### City of Laguna Hills, CA

##### Cost Allocation Plan Update, Comprehensive User Fee Study & Park Impact Fee Study

The City of Laguna Hills was seeking an outside consultant to complete a review and update of their current cost allocation plan and the preparation of a comprehensive user fee study for the development of its master list of fees. Our primary objective for the cost allocation study was to ensure that general government costs were fairly and equitably allocated to appropriate programs and funds, which are based on tailored and well thought out allocation factors. For the Fee Study, the primary objective was to ensure that fees for requested services were calculated to account for the full cost of providing the services, and set appropriately, given City policy and financial objectives.

Upon completion of the update to the cost allocation plan, Willdan utilized the final report to complete the comprehensive user fee study.

Willdan also assisted the City of Laguna Hills with the revision and updating of its park impact fee in 2015. The City had two primary goals specific to this engagement. First, the overall program had to be updated to reflect current demographics and park facility costs. Second, the City up to that point had relied exclusively on fees under the Quimby Act, which did not apply to projects subject to the Subdivision Map Act. The City had received proposals for several large apartment complexes that would be exempt from Quimby, and therefore asked Willdan to provide a fee program based on the *Mitigation Fee Act*.

Willdan updated the City's demographic data and facility planning in order to properly update the Quimby Fee and implement an MFA impact fee. The project team then calculated the applicable impact fees for single family and multi-family dwelling units and prepared a nexus study that documented the fees and the necessary legal findings under both applicable Acts.

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**Project Dates:** May 2015 – July 2016

## Project Approach

### Project Understanding

Willdan Financial Services ("Willdan") is confident that we can meet the City of Lomita's request for services for a Cost Allocation Plan, User Fee Study and Development Impact Fee Analysis. **The overall objective of this project will be to develop an updated schedule of fees for City services, that accounts for the true costs of providing those services. Additionally, the City seeks to update its impact fees with the latest available facility costs and demographic data.**

The end products will include user-friendly Excel-based models, which City staff will retain, and which can be easily updated to add or remove services and/or costs, update budgets in future years, determine the proper allocation of expenditures, and on-going full cost of services provided by the City. Most importantly, we will ensure that the results and recommendations are clear and understandable, defensible, and easily implementable.

For these studies, we will meet directly with departmental representatives at the City at the beginning of the project, to discuss the approach and process for the studies. Discussions will include ways to combine tasks and efforts among the cost allocation plan and user fee study components to maximize efficiencies and ensure adherence to specified timelines.

Finally, this study will also include a review and survey of current City business license and development taxes to offer guidance as to local best practices and policies that might be incorporated into the City of Lomita's approach.

A key building block of the calculation of updated fees is the development of defensible indirect overhead rates that reflect the cost of support services provided by the City's central service departments to the operating groups that provide end-user services to the public and customers of the City.

The completion of a CAP is a key component and first step in the analysis necessary to calculate the cost of providing services. **A well thought out CAP ensures that indirect costs associated with central overhead services, such as finance or city clerk, are appropriately allocated to operating departments, and ultimately included as a cost component of fees for services.** We will work collaboratively with City staff to identify the overhead support services that are provided to operating departments in Lomita and develop a fair and defensible means of allocating these costs. This CAP will also be compliant with 2 CFR Part 200 Federal regulations related to cost reimbursement and grant funding, formerly known as OMB A-87 and 2 CFR Part 225 guidelines, which have now been superseded by the Omni Circular. The new circular did not completely overhaul the guidelines, and the intent is still the same, but it did add new limitations to consider and incorporate into a compliant CAP.

**Rather than a costly and inflexible proprietary software, which can require expensive licensing fees, Willdan builds the Models utilizing Excel, from the ground up, employing the City's budget as the gauge. These Models, which are then the City's to retain, gives City staff the control to make on-the-fly adjustments and updates.**

For the User Fee Study, we will work directly with personnel at the City who provide services and interact directly with residents and customers, to understand the personnel and procedures involved. By carefully examining these processes, we will be able to identify associated costs such as direct staff costs (salaries and benefits) associated with personnel involved in the activities, and appropriate overhead allocations from both the department and city levels.

For the Development Impact Fee Analysis, Willdan will review the previous work prior to the kick-off meeting to determine what has changed in terms of facilities and needs for the fee categories. We will also communicate with the City in advance of the kickoff to determine whether there is any initial policy direction or guidance on new fees. We will update the demographics, and present the City with the facilities list and discuss the current status for each fee type. We will work with the City to implement an impact fee program that ensures that new development pays its fair share of infrastructure while being mindful of the overall fee burden on new development.

For a successful and effective engagement, it is important to have a thorough understanding of specific City policies and objectives, the structure and organization of the City, and the relationships between the central and operating departments. We bring years of successful experience working directly with hundreds of cities throughout California.

Willdan possesses the resources, practical experience, creative thinking, and collaborative consulting skills necessary to complete this important project. Key distinct advantages that Willdan brings to the City include the following:



### On-site Data Gathering

Our experience has taught us that working together, via face-to-face discussions, is the most efficient and thorough way to ensure that results are accurate, and that studies are completed in a timely manner, which again, is critical in this proposed engagement.

Consequently, through on-site interviews with your staff, Willdan will collect the majority of required data for studies. This method is better than the typical "time and motion surveys" that are provided to agency staff when studies like these are conducted. This process ensures that we gather the data we need in one coordinated step, rather than having to go through repeated follow-up and clarification.

***This approach and the dedication of our staff will help ensure we meet the City's timeline and objectives and provide important information to City staff and the Council as soon as possible.***

### Public Engagement

Our models and project approach are geared toward delivering our work on schedule and presenting our analysis results at public meetings and Council workshops. While we understand that the City Council and local business community may be generally supportive of increasing fees where necessary, it will be important to present recommendations to them in a way that clearly demonstrates the rationale and supporting analysis.

The Willdan Team is experienced at communicating complex analytical results in a manner that is easy to understand by non-finance-oriented individuals and facilitates discussion. Our proposed principal-in-charge for this engagement has coordinated or participated in numerous public and staff workshops regarding fees and cost of service-based charges. As previously mentioned, our objective is to provide useful, detailed information, and present recommendations to the City Council and public in a way that clearly demonstrates the rationale and supporting analysis. Our experience ensures that we can meet this objective.

### User-friendly Models and Reports

Willdan prides itself on creating user-friendly Excel-based models that the City can retain and ***conducting our analysis and developing the models collaboratively with City staff.*** With City staff's immediate input and collaboration, Willdan will design extremely flexible, intuitive Excel-based models. In the future, as the City assumes new responsibilities, modifies existing processes, and/or eliminates unnecessary services or programs, the models will be capable of adding or deleting funds, objects, departments, programs, staff positions, and activities. Willdan understands that issues facing the City are unique; consequently, we design our models to match your immediate and desired needs to ensure that end-results exceed staff expectations rather than using an inflexible proprietary software.

***These models are then the City's to retain, after our services are completed, and allows for the creation of revenue projections, highlighting potential new revenues, and levels of subsidy.***

**The models will be developed to allow the City to run "what-if" scenarios to address possible changes in staffing levels, working hours, etc.**

A key element of these studies is presenting results and recommendations in a straightforward manner, that allows Council and staff to confidently make fee setting policy decisions and understand the impacts of those decisions. Rather than using an inflexible proprietary software program, we construct our models from the ground up, as previously discussed, mirroring the City's budget format wherever possible. As a result, the information contained in our models are easy for City staff to interpret, and the familiar software ensures ease of navigation. As the models are being designed and constructed, we will work together with City staff to determine the best and most effective features to include. After the project is completed, we will provide training, so that staff can independently and efficiently evaluate the effects of changes in certain factors. Created directly from the models, our reports clearly and graphically illustrate the full cost recovery level of fee programs, and provide projections of revenue from fee programs.

## Project Methodologies

The following describes our proposed approach, and work plan to prepare a Cost Allocation Plan, User Fee Study, and Development Impact Fee Analysis.

### Cost Allocation Plan Methodology

The purpose of this cost allocation plan engagement is to ensure that the City of Lomita is maximizing the recovery of indirect costs from identified operating departments, as well as enterprise and other chargeable funds and capital projects. Furthermore, a sound cost allocation plan is a foundational element of a user fee study, and the development of internal hourly rates, including CIP billing rates. We will work closely with staff in identifying the proper balance of allocation factors appropriate for the City. To achieve the maximum cost recovery objective, the City must have a

method of identifying and distributing administrative costs that is fair, comprehensive, well documented, and fully defensible. A cost allocation plan coupled with comprehensive overhead rates will enable the City to achieve this goal.

The allocation models utilize an iterative method which is the most accurate allocation methodology. Unlike a direct or "step-down" methodology, an iterative method uses the chosen distribution bases and allocates central service costs iteratively until all allocable costs have been distributed.

Using this method, the model can detail the allocation for each central function individually for complete transparency and accountability, while removing bias that might result from the order in which allocations occur in a step-down approach. A direct methodology is essentially a one-iteration methodology, while a step-down method is typically only two iterations and is less precise and unable to accurately track the allocations from start to finish.

### Approach for Managing the Project

Willdan's "hands-on" supervision of Cost Allocation Plan studies, include the following methods:

- **Effective Project Management** — Principal-in-Charge Chris Fisher will manage the entire project with an eye toward high responsiveness, while ensuring that all stakeholders are "on board" with the direction of the project, as well as with the final results. Mr. Fisher will ensure that regular status updates are provided to City staff, conference calls are scheduled, and that in-person meetings are conducted (as necessary).
- **Adherence to Time Schedule** — Willdan recognizes that the use of "timelines" is highly effective in meeting all required deadlines. To keep the project on schedule, there are several tasks that must be completed in a timely manner. Therefore, we will present a project timeline at the kick-off meeting that should be closely followed.

Although the establishment of an experienced project team and a detailed project timeline work extremely well in general, Willdan understands that outside influences can create uncontrollable situations for everyone involved in the project. In rare circumstances like these, our team quickly adapts to changes, and communicates our recommended schedule adjustments to the City.

### Approach in Communicating with the City

Willdan staff is accustomed to interfacing with local government councils, boards, staff, community organizations, and the public in general in a friendly and helpful manner; we are always mindful that we represent the public agency.

We are sensitive to the need of delivering a quality product, with the highest level of service and professionalism. Therefore, as the work on the project progresses, we understand that it will be necessary for our staff to work closely with you and City personnel. To accomplish this, we employ a variety of tools, including monitoring project status and budget costs; and ensuring effective communication through several options that are based on the City's preferences.

### Experience with Development Service Processes

A unique aspect of our firm is our relationship with our Engineering Division. For many agencies throughout California and other Western states, this division provides contracted services in planning, engineering, and building and safety. When conducting cost recovery studies, we regularly consult with our engineering and land-development staff of experts on development-related issues. By working with our planners, engineers, and building officials, we understand development-related agency service procedures and workflow functions, which often make the entire user fee study process smoother for your staff.

### User Fee Study Methodology

To comprehensively update fees, the City should develop a comprehensive user fee schedule that accurately accounts for the true cost of providing services. Once the study is complete, the fee study model must be flexible so that the City can add, delete, and revise fees in the future. To meet this goal, we will bring our expertise and unique perspectives to your fee study by approaching the project with these three principles:

#### 1) Defensibility

Our user fee projects have not been legally challenged since the inception of this practice area in our firm. We have accomplished this by closely working with legal counsel familiar with user fee studies, our engineering division and with agency staff. In this way, we can tailor the correct approach to ensure full cost recovery combined with a sound and reasonable basis for each user fee you implement.

While Proposition 218 does not directly apply to non-property-related fees, we employ principles from this important constitutional article to make certain that your user fee and rate schedule is developed with fairness, equity, and proportionate cost recovery principles in mind. With the addition of Proposition 26, Willdan will review each analyzed user fee for compliance and appropriateness to ensure continued defensibility.

## 2) Project and Staff Time

The City must have a sound and technically defensible fee schedule to ensure costs are appropriately recovered, as applicants approach the City for its services. Our standards and approaches serve to get to the issues of your fee study quickly. Starting with the project kick-off, we will make certain that your staff understands the purpose and scope of the study and its corresponding on-site departmental interview. As Willdan is able to communicate directly with the service providers, this face-to-face interaction provides valuable time estimates.

## 3) Responsiveness

We take great pride in providing responsive service to our client agencies. Frequent communication is critical to a successful user fee study experience. We will provide a list of data requirements in advance of the project kick-off. Due to this simple step, the introductory meeting can focus on the survey input process, answering questions, determining policy goals, and defining next steps in the project. We will follow up weekly with you at each step in the fee study process to make sure that staff "buys in" to the fee study approach and results.

## Approach

Our approach to preparing the user fee study and documentation for Lomita includes:

- Close coordination with your staff to devise a consensus approach. Different programs and/or different service delivery methods will necessitate different approaches. We will discuss specific pros and cons with City staff as we determine which methods work best for each fee category;
- Strict adherence to key legal and policy issues with regard to user fees, including the percent of cost recovery that the City seeks to achieve. A user fee shall not be set higher than the reasonable cost of providing a fee-generating service. Our approach provides you with a fee schedule that achieves maximum legal cost recovery while ensuring that each fee is supported by technically defensible documentation; and
- Technical analysis necessary to ensure State compliance, and to anticipate and resolve potential policy issues using a combination of industry standards as well as City specific methods.

As described below, there are two basic approaches to calculating user fees:

### Approach 1: Case Study Method

This is also sometimes referred to as a cost build-up approach. Using a time and materials approach, the "Case Study Method" examines the tasks, steps and City staff involved in providing a particular 'unit' of service, such as a permit review, and then uses that information to develop estimates of the actual labor and material costs associated with providing a unit of service to a single user. It is often used when a service is provided on a regular basis, and staff and other costs associated with the service can be segregated from available budget data.

A typical case study fee model should comprise the following three general cost layers:

**1) Central Services Overhead:** This category may involve such costs as labor, services, and supplies that benefit more than one department, division, or project. The exact benefits to specific areas are impossible to ascribe to a single activity. Examples are purchasing, human resources, and liability insurance. As part of the user fee study, these costs are calculated in the overhead cost review.



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**2) Department Overhead:** This category may include expenses related to such items as office supplies, outside consultants, and membership dues. It may include management, supervision, and administrative support that are not provided to a direct fee-generating service. Typically, these items are charged, on an item-by-item basis, directly to the department, division, or project.

**3) Personnel Costs:** This category refers to direct salary and benefit costs of staff hours spent on providing a fee-generating service (e.g., on-site building inspector).

### **Approach 2: Average Cost Method**

This is also sometimes referred to as a programmatic approach, because it looks at costs at a program level, and then allocates them to participants on an occurrence basis. By taking total service costs across a substantial sample period (a year) and dividing by the total number of service units delivered over that same period, costs per unit of service is estimated.

This approach is useful when services or programs are provided in a more aggregate manner, where it might be difficult to identify a specific sequence of steps associated with one user or participant; or where it is not feasible to cost-effectively segregate costs associated with specific activities.

## **Development Impact Fee Analysis**

### **Study Objectives**

The objective of this project is to review the City's development impact fees. This will include the categories charged, the legal basis for the current fees, and fees charged in comparable jurisdictions. Willdan will provide a technical memorandum that provides guidance on any changes in fee levels, supporting studies, or new fees that the City should consider.

### **Public Facilities Financing in California**

The changing fiscal landscape in California during the past 40 years has steadily undercut the financial capacity of local governments to fund infrastructure. Four dominant trends stand out:

1. The passage of a string of tax limitation measures starting with Proposition 13 in 1978 and continuing through the passage of Proposition 218 in 1996;
2. Declining popular support for bond measures to finance infrastructure for the next generation of residents and businesses;
3. Steep reductions in Federal and State assistance; and
4. Permanent shifting by the State of local tax resources to the State General Fund to offset deficit spending brought on by recessions.

Faced with these trends, many cities and counties have had to adopt a policy of "growth pays its own way." This policy shifts the burden of funding infrastructure expansion from existing rate and taxpayers onto new development. This funding shift has been accomplished primarily through the imposition of assessments, special taxes, and development impact fees, also known as public facilities fees. Assessments and special taxes require approval of property owners or registered voters and are appropriate when the funded facilities are directly related to the developing property. Development fees, on the other hand, are an appropriate funding source for facilities that benefit development jurisdiction-wide. Development fees need only a majority vote of the legislative body for adoption.

### **Summary of Approach**

Willdan will meet with City staff and review documents to understand the current development impact fees and how they are used, as well as understand any capital needs currently unfunded by impact fees that could be added to the City's fee program. Willdan will also bring the City information for comparable jurisdictions and statewide to understand new fees that could be charged. Finally, Willdan will evaluate the current fee program and its compliance with state law (AB 1600), especially nexus, proportionality, and reporting requirements (such as annual reporting and five year reviews).

Flexibility is important so we can tailor our approach to the available data, and the agency's policy objectives. Our understanding of the technical standards established by statutes and case law suggests that a range of approaches are technically defensible. Consequently, we can address policy objectives related to the fee program, such as economic development and affordable housing.

## Related Approach Issues

### Funding and Financing Strategies

In our experience, one of the most common problems with impact fee programs and with many CIPs is that the program or plan is not financially constrained to anticipated revenues. The result is a “wish list” of projects that generate community expectations that often cannot be fulfilled. Our approach is to integrate the impact fee program into the local agency’s existing CIPs while encouraging those plans to be financially constrained to available resources. We clearly state the cost of correcting existing deficiencies, if any, to document the relationship between the fee program and the need for additional non-fee funding.

We can also address one of the most significant drawbacks of an impact fee program – the inability to support conventional public debt financing, so projects can be built before all fee revenues have been received. In collaboration with financial advisors and underwriters, we have developed specific underwriting criteria so that fees can be used to pay back borrowing as long as another source of credit exists. Typically, this approach involves the use of Certificates of Participation or revenue bonds that are calibrated so that they can be fully repaid using impact fee revenues.

### Economic Development Concerns

The development community often is concerned that fees and other exactions will become too high for development to be financially feasible under current market conditions. Local agencies have a number of strategies to address this concern, including:

- Conducting an analysis of the total development exaction burden to see if feasibility may be compromised by the proposed fees;
- Gathering similar data on the total fee burden imposed by neighboring or competing jurisdictions;
- Developing a plan for phasing in the fees over several years to enable the real estate market to adjust;
- Providing options for developers to finance impact fees through assessment and other types of financing districts; and
- Imposing less than the maximum justified fee.

If less than the maximum justified fee is imposed, we will work with staff to identify alternative revenues sources for the CIP. The CIP should remain financially feasible to maintain realistic expectations among developers, policy-makers, and the public.

Our proposed scope will include an analysis of neighboring and comparable jurisdictions.

## Stakeholder Participation

Stakeholder participation throughout the study supports a successful adoption process. Our approach is to create consensus first around the need for facilities based on agreed upon facility standards. Second, we seek consensus around a feasible funding strategy for these needs, leading to an appropriate role for impact fees.

Gaining consensus among various groups requires a balanced discussion of both economic development and community service objectives. Often, our approach includes formation of an advisory committee to promote outreach to and input from the development community and other stakeholders. We have extensive experience facilitating meetings to explain the program and gain input. This proposal provides for three stakeholder meetings. Willdan can add additional meetings based upon a time and materials basis if needed.

## Work Plans

Our proposed work plans, described in detail by task, are provided below. We propose to maximize efficiency and cost-effectiveness by combining meetings and data gathering efforts between the studies wherever possible.

We explain how each task will be accomplished and identify associated meetings and deliverables. We want to ensure our scope provides quality and clarity and is responsive to the City's needs and specific local circumstances. We will work in concert with the City to adjust scopes as needed during the course of the studies.

### Full and OMB Compliant Cost Allocation Plan

This proposed scope of services addresses the completion of both the full and OMB compliant versions of the Cost Allocation Plan (CAP). We have noted where activities specific to the OMB compliant plan occur.

#### Task 1: Initial Document Request

**Objective:** Initial due diligence.

**Description:** Prior to the kick-off call, relevant documentation will be obtained and reviewed in order to enhance our understanding of the City's current cost allocation plan and internal structure of the agency. A written request for specific data will be sent to the City. The data provided in this task will provide the building blocks for later model development.

Our request may include (but is not limited to):

- Detailed budget and accounting data;
- Prior year's financial data, salary, position and staffing data;
- Organizational structure;
- Prior cost allocation plan and/or user fee documentation and models; and
- Data related to various allocation bases that may be incorporated as part of the methodology, i.e. City Council agenda frequencies by department, AP/AR transactions by department, IT equipment distribution by department, etc.

**Deliverables:** **Willdan:** Submit information request to City.

**City:** Provide requested data to Willdan (prior to Task 2, Kick-off Call/Refine Scope). We will follow up with the City to confirm in writing the data that we have received, or which is still outstanding.

#### Task 2: Kick-off Conference Call / Refine Scope

**Objective:** Confirm project goals and objectives. Identify and discuss policy issues raised by the study and determine appropriate fee categories.

**Description:** Willdan will identify and discuss policy issues typically raised by these studies and address data gaps in order to gain a full understanding of the City's goals for the cost allocation plan. We will establish effective lines of communication and processes for information gathering and review.

We will also discuss costs that may not be allocable for OMB purposes, and the potential impact on the OMB version of the CAP.

During this call, we will ask that the City assign a project manager to serve as its primary contact. The selected City project manager will ensure that available data is provided to Willdan in a timely manner, thereby maintaining adherence to the project's schedule.

We will obtain and review the current cost allocation methodology and discuss with City staff. The objective of this review is to determine specific areas of focus as they relate to the City's objectives, and to discuss and evaluate current and potential allocation factors.

**Meetings:** One (1) project kick-off conference call to initiate the project, discuss data needs and methodologies and to address policy issues. We would propose to conduct the user fee study kick-off during this same call, to maximize efficiency and cost effectiveness of staff and Willdan time.

**Deliverables:** **Willdan:** If needed, a revised project scope and schedule.

**City:** Provide further data requirements and select / introduce City's project manager.

**Task 3: Gather Staffing Information and Develop Cost Allocation Plan Model**

**Description:** This task involves the gathering of specific information, directly from City staff, through interviews and discussion, related to the functions served by indirect staff and the departments served by their activities. This task also focuses on the development of, and/or adjustment of existing, allocation bases, and the development and testing of a model that will ultimately be used to calculate the proper cost allocations derived from data gathered in prior tasks.

The model will be developed to incorporate any recent changes in the provision of City services, and fully allocate central service costs.

The model will also be developed to allocate only those costs eligible under 2 CFR Part 200. This is accomplished by loading relevant data into the model, identifying which costs are not allocable under the OMB guidelines. The OMB Super Circular compliant model is valuable as the City may receive Federal or State grant funding that mandates compliance with Federal OMB regulations.

We will utilize budget and organizational information, and other required information gathered from City staff to complete the work in this task. Specific discussions will be held to discuss bases, how central overhead services are provided to and utilized by other departments, cost categories and allocation criteria, and how these will factor into the overall cost allocation methodology.

The model and methodology will also produce indirect cost rates. These rates will be suitable for a variety of uses, including incorporation into the User Fee Study's personnel rates, billing to CIP projects, and in the OMB Super Circular compliant CAP, to Federal grants.

**Meetings:** Online meetings with staff to understand structure and operations as model and allocation bases are developed. Key staff will be interviewed to best understand central overhead staffing and functions and the departments served.

**Deliverables:** **Willdan:** One (1) user-friendly model in Microsoft Excel format that provides both a full cost allocation plan and an OMB Super Circular compliant cost allocation plan.

**Task 4: Test and Review Cost Allocation Methodology**

**Objective:** Test and review model and results with City.

**Description:** The draft cost allocation plan model will be reviewed with City staff, and adjusted as necessary, to ensure that preliminary allocations provide an accurate depiction of how the central overhead costs should be borne by the operating programs and funds. Over the past several years, we have successfully integrated online meetings by using WebEx™ as an element to our approach. This allows us to remotely guide staff through the model review and allows you the opportunity to interactively change inputs and test approaches.

**Meetings:** One (1) web meeting and demonstration with City Staff to review the model.

**Deliverables:** **Willdan and City:** Draft cost allocation plan model review.

**Task 5: Prepare and Present Draft Report**

**Objective:** Prepare the draft cost allocation report.

**Description:** This task involves the draft report preparation. The cost allocation plan's background, model methodologies, and results will be discussed; calculations and supporting data will be presented textually and in easily understood tables and provided to the City.

**Meetings:** One (1) web meeting to present the draft report to City Staff.

**Deliverables:** **Willdan:** Draft report for City review and input.  
**City:** Review of draft report, with comments, and edits.

**Task 6: Discuss and Revise Report**

**Objective:** Review of draft report, cost distribution methods, and model.

**Description:** An in-depth review of the draft report and model will be conducted to arrive at an optimum allocation method for each expenditure type. Often, through the course of an engagement, comments usually revolve around issues of understandability; appropriate levels of enterprise funds' cost recovery, etc.;

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ease of calculation; and overhead costs' distribution methods.

Our reports are structured to include both the full and OMB compliant plan, but in the course of review if a separate report is desired for each or just one of the plans, they will be split.

Following a round of comments from City staff concerning the draft report, the final report will be prepared for presentation to the Council.

**Meetings:** One (1) conference call with City staff to review the report with changes and revisions.

**Deliverables:** Draft report, and revised draft/final report.

### Task 7: Prepare and Present Final Report and Model

**Objective:** Prepare and present the final report to City Council. Educate City staff on the operation and use of the model for future modifications.

**Description:** This task is the culmination of the cost allocation plan project. Based on staff comments on the draft report, Willdan will prepare the final report for presentation to City Council.

**Meetings:** One (1) meeting with the City Council to present the final plan if necessary. This meeting would be held in conjunction with the presentation of the user rate study results.

We will also provide staff training on the operation and use of the model.

**Deliverables:** **Willdan:** Provide one (1) electronic PDF file copy of the final report and models (full and OMB Super Circular compliant); and two (2) bound copies, and one (1) unbound copy to the City. Using Microsoft Word and Excel, an updateable electronic copy of the study and models, as well as related schedules, will also be provided on CD/ROM.

## Comprehensive User Fee Study

### Task 1: Initial Document Request

**Objective:** Initial due diligence; obtain study-related data.

**Description:** Prior to the kick-off meeting, we will obtain and review relevant documentation to further enhance our understanding of the services, fees, and rates to be studied. A written request for data will be sent to the City. Please note that Time Survey data is not part of this request and will be gathered during the on-site interviews described in Task 5.

We will request information and documentation on current fees and fee programs, activity levels, and budget and staffing information (to the extent not already available) related specifically to programs and activities which have associated fees, and for which the City has this level of detail.

**Deliverables:** **Willdan:** Submit information request to City.

**City:** Provide requested data to Willdan (prior to Task 3, Kick-off Meeting/Refine Scope). As with the cost allocation plan, we will follow up with the City to confirm receipt of requested data and information and highlight data elements that are outstanding.

### Task 2: Compile Inventory of Current and Potential Fees

**Objective:** Willdan will identify a schedule of fees and methodology for calculating the fees.

**Description:** Based on the results of the initial document request and independent research, incorporate into our model the existing fees, provided by the City, to comprise the parameters of the fee study.

**Meetings:** It is possible that a conference call with the City may be necessary to discuss new fees to implement or existing fees that may no longer be required.

**Deliverables:** **Willdan:** One (1) draft list of current fees based on initial data provided (to be discussed and finalized during the kick-off call).

**City:** Review completed fee schedule with comments/revisions to be discussed during the kick-off meeting.



### Task 3: Kick-off Conference Call / Refine Scope

- Objective:** Confirm goals and objectives for the User Fee Study. Identify and resolve policy issues typically raised by a User Fee Study, address gaps in data, and refine appropriate existing or new fee categories (based on Task 2).
- Description:** Verify our understanding of the City's goals, the City's cost-recovery policy for user fees, and to fill any gaps in data/information necessary for the project. It is important for the City and Willdan to identify and address any foreseeable problems and maintain open communication throughout the process.
- During this call, we will ask that the City identify a project manager who will serve as the primary contact for the project. The project manager shall have responsibility for ensuring that all available data is provided in a timely manner, thereby maintaining adherence to the project's schedule.
- Meetings:** One (1) project kick-off call to initiate the entire project, discuss data needs, and address policy issues. This will be held in conjunction with the kick-off for the cost allocation plan. As mentioned in the cost allocation plan work plan, we suggest combining the kick-off calls to increase efficiency.
- Deliverables:** **Willdan:** 1) Revised project scope and schedule (if needed); and 2) brief summary of policy decisions (if needed).  
**City:** 1) Provide further data needs; and 2) determine/introduce City's project manager.

### Task 4: Develop User Fee Model

- Objective:** Develop and test model.
- Description:** This task involves the development of the model ultimately used to calculate the departmental fees, based on data and information gathered in previous tasks and in the Time Survey Interviews described in Task 5. To ensure that City policies are met through the imposition of the calculated fees, the model will be formatted to include appropriate costs.
- Key model inputs will include staff and allocated overhead costs per position, and relevant budget data on salaries and benefits. Most of this information will be developed during the cost allocation plan phase of this project and will be incorporated directly into the user fee model. We will request clarification and/or additional data if necessary.
- The model will build upon the cost allocation plan results, to provide an allocation of administrative and overhead costs to fee related activities and departments providing services to customers, so that fees and billable rate schedules incorporate applicable costs. Furthermore, the fees and rates charged to customers will also reflect the cost of the services being provided, to the extent possible given policy and/or political considerations.
- Deliverables:** **Willdan:** One (1) user-friendly model in Microsoft Excel format, which, when finalized, City staff can use to calculate fee changes annually, or as often as deemed appropriate by the City Council.

### Task 5: Time Survey Interviews and On-site Information Gathering

- Objective:** Meet with City staff to complete Time Surveys and understand service delivery processes.
- Description:** In order to assist staff with the completion of the survey worksheets, we will schedule one (1) full day of on-site meetings with staff; however, the number of meetings needed may vary depending on the number of staff and departments involved.
- The Willdan Team will conduct interviews with supervisors/managers, as well as other staff, as deemed appropriate and/or necessary, from each department involved in the user fee study to determine the average time required by City staff to provide each of the services for which a fee is collected.
- The fee model is designed so that full cost recovery fees are calculated immediately upon input of staff time. These full costs are also compared to current cost recovery levels. This will allow Willdan and City staff to conclude with a final meeting to review the draft full cost recovery fees and adjust any times as necessary once all information has been compiled and input into the fee model. We will schedule the interviews with staff to minimize any disruption to their normal workflow.
- Meetings:** Up to two (2) business days of web or on-site meetings/staff interviews. The ability to conduct in person meetings will depend upon any Covid-19 related health and safety restrictions that may be in place.
- Deliverables:** **Willdan and City:** Time surveys and draft full cost recovery fees.

## City of Lomita

### Task 6: Common Fees Comparison

**Objective:** Examine selected user fees charged by up to five (5) comparable cities in Los Angeles County, or jurisdictions that are similar to the City of Lomita.

**Description:** We will access and use our knowledge of other jurisdictions to benchmark the City's five (5) most common fees or highest yielding fees with comparable jurisdictions agreed.

Fee schedules are rarely readily or directly comparable from agency to agency due to definitional and operational differences. For example, a grading permit in one jurisdiction may include the plan check service, while the same permit in another jurisdiction may not, resulting in similar sounding services with widely varying costs. For this reason, Willdan takes a selection of the City's most commonly used and/or highest yielding fees.

The survey will contain the following, a comparison of common or similar fees and charges used by the City and other jurisdictions; current and proposed fees and charges unique to the City of Lomita; fees and charges used by other public entities not currently used in the City; and If possible, identify characteristics and processes unique to the City that account for significant variances in fees and charges used by other jurisdictions.

**Deliverables:** **Willdan:** Recommendations provided in Task 9 will incorporate the data gathered during our examination.

### Task 7: Review of Development Tax and Business License Tax

**Objective:** To review current City taxes for Business Licenses and Development/Construction and provide feedback.

**Description:** We will request City policies/ordinances/resolutions, and other documentation as available, related to these mechanisms. We will discuss the taxes with staff to determine whether there are specific questions or areas of concern and whether they are achieving their objectives.

To the extent possible, depending on available information, we will provide feedback based on 3 to 5 similar neighboring cities with similar tax mechanisms; examining those cities' policies, approaches and structures as compared with Lomita.

**Deliverables:** **Willdan:** Recommendations provided in Task 9 will incorporate the data gathered during our examination.

### Task 8: Data Analysis and Final User Fee Schedule

**Objective:** Incorporate information obtained from on-site surveys to fully develop model.

**Description:** We will update the model, based on information received during the on-site surveys, to generate a comprehensive user fee schedule. In addition, it is very common that a supplemental data request may be necessary, based on new fees identified that the City is not currently collecting. Where appropriate, we will suggest and discuss with staff alternate approaches to existing fee programs (i.e. building fees) and suggest potential areas where fees could be collected where they are not currently. We will present the full cost recovery level for fees, both current and projected under the new calculated fees, and revenue projections, given certain assumptions about the levels of subsidy for different fees. Current levels of cost recovery will be compared to actual full costs calculated during the course of this study. Cost will be calculated at reasonable activity levels and include all appropriate direct and indirect costs and overhead. We will review fee programs for compliance with Propositions 218 and 26.

In developing the fee schedule, we will make recommendations for new fees where appropriate, based on our experience with other cities. Some areas for new fees may be due to changes in law (legalized cannabis), or for activities that the City finds itself performing regularly, but for which no fee is collected. Where possible, we will incorporate discussion of the City's economic development policies, and where these may intersect with fee programs, for instance setting fees in a manner that encourages certain activities.

The user fee data analysis and model development may take three (3) to four (4) weeks with frequent correspondence with City staff to discuss current cost recovery amounts, necessary to recover full cost and frequency activity.

## City of Lomita

**Meetings:** One (1) web or in-person meeting, as necessary, to gather additional input, complete analysis and finalize fee schedule. The ability to conduct in person meetings will depend upon any Covid-19 related health and safety restrictions that may be in place.

**Deliverables:** Final user fee model for City Council presentation and discussion.

### Task 9: Prepare and Present Draft Report

**Objective:** Prepare draft report.

**Description:** This task involves the preparation of the draft report that discusses the study's background, the methodologies utilized in the study, and the results and presentation to various stakeholder groups. As noted below, meetings may occur during this or the next task as appropriate. The calculations used to generate the user fee study will be included textually, as well as in easy to understand tables. Individual fee summaries by department and a comprehensive fee schedule will be included. The draft report will include the following:

- Key results and findings;
- Basic descriptions of each service;
- The full cost of each service and current cost recovery levels;
- Costs broken down graphically into indirect and direct components, with a graphic display of the level of cost recovery;
- Fee recommendations with associate levels of cost recovery;
- Projections of potential fee revenue;
- Assessment of reasonableness of each City's costs;
- Review of reasonableness of current consultant cost structure (for Building Division services);
- As appropriate, recommend alternative methodologies for building permit fee calculation; and
- Summary and recommendations.

The objective of the report is to communicate the recommendation of appropriate fees, which include the appropriate subsidy percentage for those fees where full cost recovery may be unrealistic.

**Meetings:** One (1) conference call with City staff, to present draft results address questions and receive feedback.

**Deliverables:** **Willdan:** Draft report for City review and comment.  
**City:** Review of draft report, with comments and edits.

### Task 10: Revise Draft Report/Determine Cost Recovery Levels for Recommended Adoption

**Objective:** Review of draft report and fee model.

**Description:** The goal of this task is to conduct an in-depth review of the draft report and model, incorporate feedback and changes as a result of previous discussions, and arrive at an optimum fee structure. Often through the course of an engagement, City staff will volunteer insightful likes and dislikes regarding the existing fee structure. We listen to this feedback carefully because your staff members know the community best. Comments usually revolve around issues of:

- Understandability;
- Fairness to applicants;
- Ease of calculation;
- Appropriate levels of cost recovery; and
- Full cost recovery hourly rates.

When adjusting fee recovery levels, we believe it is important to address these concerns.

Following one (1) round of comments from City staff on the draft report and feedback from City staff, we will prepare the final report for presentation to the City Council.

**Meetings:** One (1) online demonstration (WebEx) to review the report and model, with any revisions.

**Deliverables:** Draft report, revised draft /final report.

### Task 11: Prepare and Present Final Report/Train Staff on Model

## City of Lomita

- Objective:** Prepare and present final report to City Council. Train staff on the operation and use of the model for future modifications.
- Description:** This task is the culmination of the entire project. Based on staff comments received regarding the draft report, we will prepare the final report for presentation.
- Meetings:** One (1) meeting with City Council to present the results and adopt the updated fee schedule. We will also provide staff training on the operation and use of the model on the same day, during regular business hours.
- Deliverables:** Provide one (1) electronic PDF file copy of the final report and models; and if requested provide three (3) bound copies, and one (1) unbound copy to the City. Using Microsoft Word and Excel, an updateable electronic copy of the study and models, as well as related schedules, will also be provided on CD/ROM.

### Development Impact Fee Analysis

Willdan will consider and recommend modifications to the existing program structure, cost components, and fee amounts. In addition to the services for which the City presently charges fees, the study shall identify and recommend other potential impact fees consistent with the City's goals and objectives.

#### Task 1: Identify and Resolve Policy Issues

- Objective:** Identify and resolve policy issues raised by the study.
- Description:** Review agency documents related to existing capital planning policies and funding programs including existing impact fees. Bring policy issues to City staff's attention, as appropriate, during the project and seek guidance prior to proceeding. Potential policy issues include:
- Potential new impact fees for consideration
  - Adequacy of General Plan and other public facility planning policies (e.g. level of service standards); impact fee ordinances and resolutions, and prior nexus studies;
  - Availability of existing public facility master plans and CIPs to identify needed facilities;
  - Types of facilities to be funded by each fee;
  - Land use categories for imposition of fees;
  - Nexus approach to determining facility standards;
  - Nexus approach to allocating cost burden among land uses, including need for separate fee zones;
  - Potential alternative funding sources, if needed;
  - Funding existing deficiencies, if identified; and
  - Implementation concerns and strategies.
- Deliverables:** (1) Information requests; (2) revised project scope and schedule (if needed); and (3) brief summary of policy decisions (if needed).

#### Task 2: Comparison

- Objective:** Provide a comparison of the current and proposed impact fees to those of comparable/surrounding jurisdictions.
- Description:** Typically, this would be neighboring jurisdictions, and a few that are nearby and comparable to the City. Willdan will compare a total of five jurisdictions to be selected by the City. Typically, Willdan prepares an analysis of fees charged to a series of prototype developments (such as residential, retail, etc.) in order to provide an "apples to apples" comparison, but the exact methodology will be set in consultation with the City. This comparison will be limited to five other jurisdictions.

#### Task 3: Prepare Report

- Description:** Provide a technical memorandum that summarizes Willdan's findings and outlines a roadmap to future actions to consider (such as a fee update study, adoption of additional fee categories, etc.).
- Deliverables:** We will provide up to five (5) hard copies of the technical memorandum, one (1) unbound copy, and a copy in Microsoft Word.

**Task 4: Meetings**

**Objective:** The project manager or other necessary Willdan staff will attend project meetings. A member of the Impact project team will attend up to two meetings throughout the Impact Fee Analysis portion of the City's engagement. Phone conferences are not considered meetings for the purposes of this scope. Additional meetings may be requested for an additional fee based on our hourly billing rates.

**City Staff Support**

To complete our tasks, we will need the cooperation of City staff. We suggest that the City of Lomita assign a key individual to represent the City as the project manager who can function as our primary contact. We anticipate that the City's project manager will:

- 1) Coordinate responses to requests for information;
- 2) Coordinate review of work products; and
- 3) Help resolve policy issues.

Willdan will endeavor to minimize the impact on City staff in the completion of this project. We will ask for responses to initial information requests in a timely manner. If there are delays on the part of the City, we will contact the City's project manager to steer the project back on track. We will keep the City's project manager informed of data or feedback we need to keep the project on schedule.

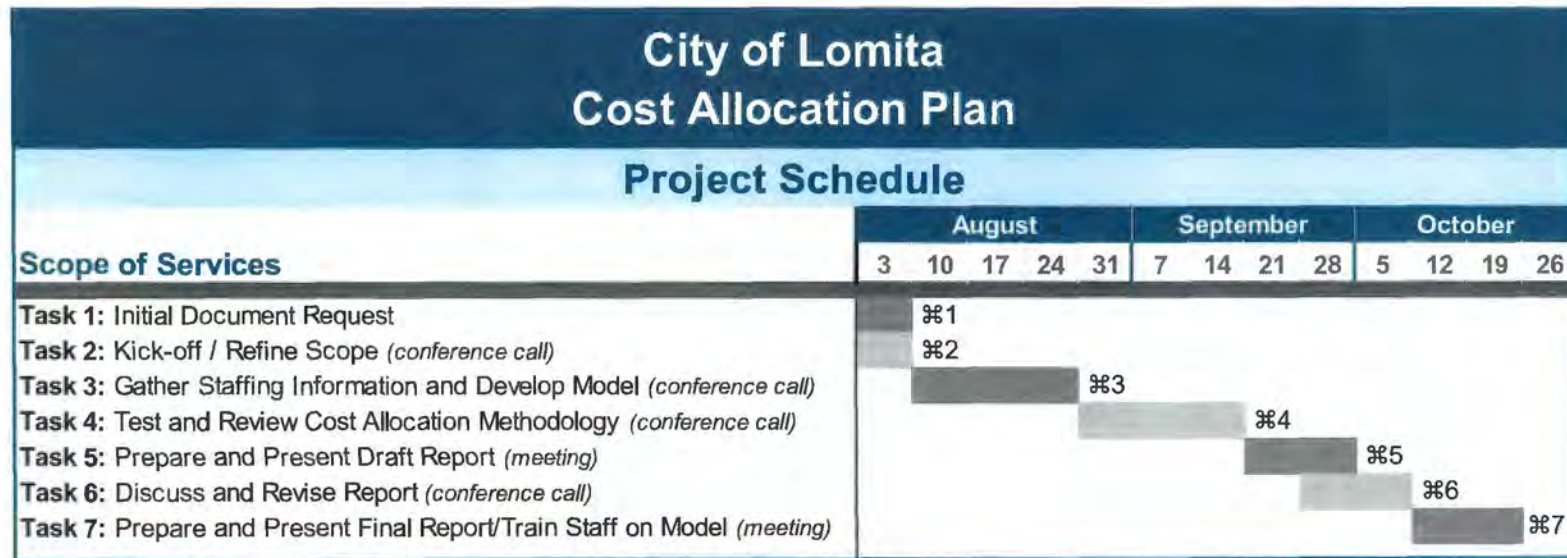
Willdan will rely on the validity and accuracy of the City's data and documentation to complete the analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy and will not be responsible for any errors that result from inaccurate data provided by the client or a third party.

# City of Lomita

## Project Schedules

Willdan understands time is of the essence for the City of Lomita to begin this engagement. These schedules can only be met with the cooperation of City staff. Delays in responding to our requests for data and review will result in corresponding delays to the project schedule. If that is the case, we will notify the City immediately of the possible impact on the schedule.

## Cost Allocation Plan

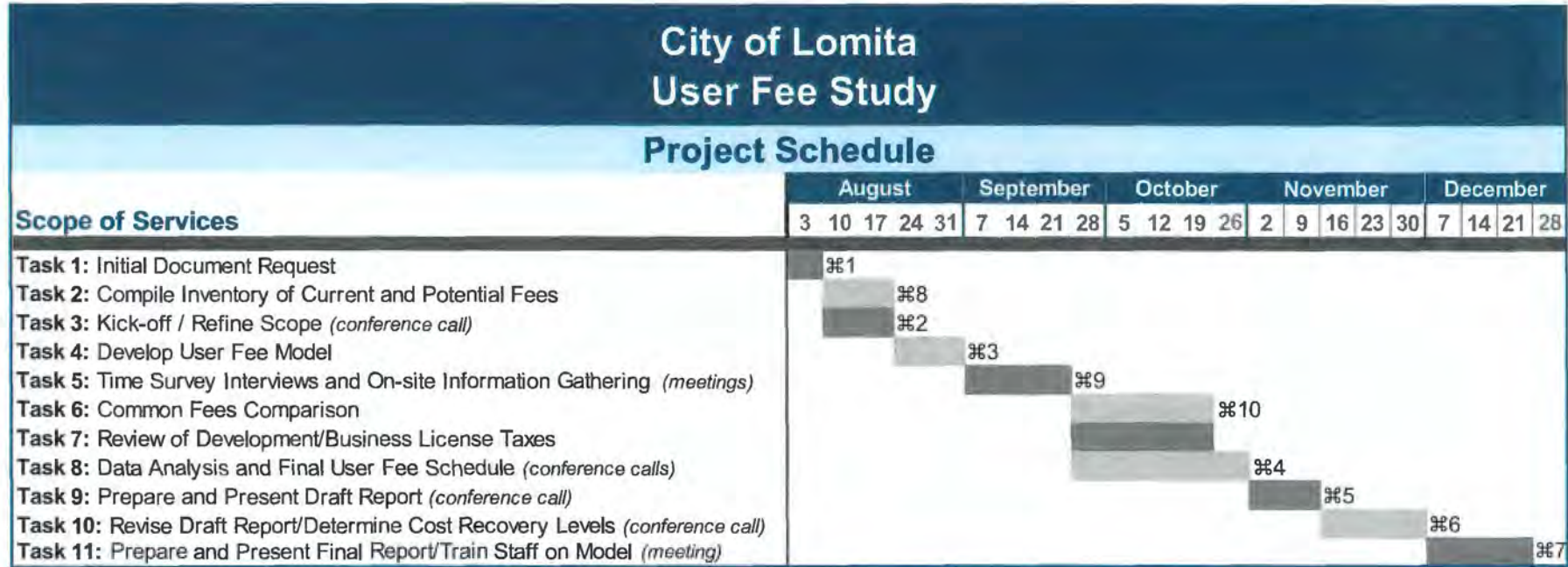


**Legend:**

- ⌘1: Information Request
- ⌘2: Revised Project Scope and Schedule (if needed)
- ⌘3: User-friendly Model in Microsoft Excel
- ⌘4: Draft Cost Allocation Plan Model Review
- ⌘5: Draft Report
- ⌘6: Revised Draft Report/Final Report
- ⌘7: Final Report – Hard and Electronic Copies

# City of Lomita

## User Fee Study



**Legend:**

- |   |  |
|---|--|
| ☼1: Information Request                                   | ☼6: Revised Draft Report/Final Report              |
| ☼2: Revised Project Scope and Schedule <i>(if needed)</i> | ☼7: Final Report – Hard and Electronic Copies      |
| ☼3: User-friendly Model in Microsoft Excel                | ☼8: Draft List of Current Fees                     |
| ☼4: Draft Fee and Rate Model Review                       | ☼9: Time Surveys and Draft Full Cost Recovery Fees |
| ☼5: Draft Report  | ☼10: Common Fee Comparison                         |



**Development Impact Fee Analysis**

City of Lomita Development Impact Fee Analysis														
Project Schedule														
Scope of Services	August					September				October				
	3	10	17	24	31	7	14	21	28	5	12	19	26	
Task 1: Identify and Resolve Policy Issues	█													
Task 2: Comparison						█								
Task 3: Prepare Technical Memorandum						█								
Task 4: Meetings	█					█					█			



## City of Lomita

## Schedule of Fees

### Not to Exceed Fee

Willdan Financial Services ("Willdan") proposes a **not-to-exceed fixed fee of \$49,170** for the Cost Allocation Plan, User Fee Study, and Development Impact Fee Analysis engagement. The tables below provide a breakdown of each fee by task and project team member.

### Cost Allocation Plan

Based on the corresponding work plan identified within the scope of services, we propose a **not-to-exceed fixed fee of \$10,440** to prepare a Full and OMB Compliant Cost Allocation Plan.

City of Lomita Cost Allocation Plan						
Fee Proposal						
	C. Fisher Principal-in- Charge	T. Thrasher Tech Project Manager	P. Patel Analytical Support	R. Quaid QA/Tech Advisor	Total	
	\$	\$	\$	\$	Hours	Cost
<b>Scope of Services</b>						
Task 1: Initial Document Request	-	1.0	1.0	-	2.0	\$ 310
Task 2: Kick-off /Refine Scope	-	1.0	1.0	-	2.0	310
Task 3: Gather Staffing Information, Develop Cost Allocation Plan Model	1.0	4.0	16.0	-	21.0	2,990
Task 4: Test and Review Cost Allocation Methodology	1.0	3.0	8.0	1.0	13.0	2,015
Task 5: Prepare and Present Draft Report	2.0	2.0	10.0	1.0	15.0	2,330
Task 6: Discuss and Revise Report	1.0	2.0	6.0	-	9.0	1,370
Task 7: Prepare and Present Final Report/Train Staff on Model	1.0	4.0	1.0	-	6.0	1,115
<b>Total – Full Cost Allocation Plan</b>	<b>6.0</b>	<b>17.0</b>	<b>43.0</b>	<b>2.0</b>	<b>68.0</b>	<b>\$ 10,440</b>

### User Fee Study

Based on the corresponding work plan identified within the scope of services, we propose a **not-to-exceed fixed fee of \$24,780** to prepare a User Fee Study.

City of Lomita User Fee Study						
Fee Proposal						
	C. Fisher Principal-in- Charge	T. Thrasher Tech Project Manager	P. Patel Analytical Support	R. Quaid QA/Tech Advisor	Total	
	\$	\$	\$	\$	Hours	Cost
<b>Scope of Services</b>						
Task 1: Initial Document Request	-	-	1.0	-	1.0	\$ 125
Task 2: Compile Inventory of Current and Potential Fees	-	1.0	2.0	-	3.0	435
Task 3: Kick-off /Refine Scope	1.0	1.0	2.0	-	4.0	685
Task 4: Develop User Fee Model	-	2.0	12.0	-	14.0	1,870
Task 5: Time Survey Interviews and Information Gathering	1.0	10.0	10.0	-	21.0	3,350
Task 6: Common Fees Comparison	1.0	2.0	16.0	-	19.0	2,620
Task 7: Review of Development/Business License Taxes	3.0	3.0	5.0	1.0	12.0	2,140
Task 8: Data Analysis and Final Fee and Rate Schedule	1.0	6.0	34.0	2.0	43.0	6,030
Task 9: Prepare and Present Draft Report	2.0	4.0	12.0	1.0	19.0	2,950
Task 10: Revise Draft/Determine Cost Recovery Levels	1.0	8.0	8.0	2.0	19.0	3,150
Task 11: Prepare and Present Final Report/Train Staff on Model	1.0	5.0	2.0	-	8.0	1,425
<b>Total – User Fee Study</b>	<b>11.0</b>	<b>42.0</b>	<b>104.0</b>	<b>6.0</b>	<b>163.0</b>	<b>\$ 24,780</b>

## Development Impact Fee Analysis

Based on the corresponding work plan identified within the scope of services, we propose a **not-to-exceed fixed fee of \$13,950** prepare a Development Impact Fee Analysis.

City of Lomita Development Impact Fee Analysis				
Fee Proposal				
	J. Edison	C. Villarreal	Total	
	Project Manager	Senior Analyst	Hours	Cost
	\$	\$		
<b>Scope of Services</b>				
<b>Task 1:</b> Identify and Resolve Policy Issues	8.0	12.0	20.0	\$ 3,900
<b>Task 2:</b> Comparison	6.0	10.0	16.0	3,090
<b>Task 3:</b> Prepare Report	8.0	12.0	20.0	3,900
<b>Task 4:</b> Meetings	10.0	4.0	14.0	3,060
<b>Total – Development Impact Fee Study</b>				<b>\$ 13,950</b>

### Development Impact Fee Limitations

- Our fees stated in the Development Impact Fee Budget include attendance at a total of two in-person meetings with City staff, stakeholders, and City Council. Attendance at more than two in-person meetings shall be billed at our current hourly rates, provided below.
- Comprehensive written responses to resolve conflicts or preparation of more than one set of major revisions to the draft report, will be classified as Additional Services, and may require additional billing at hourly rates stated in the Hourly Rates table listed below. These additional fees shall only take effect once the fixed fee stated above has been exceeded.

### Examples of Additional Services include:

- Additional analysis based on revised assumptions requested by the City, including possible changes in Facilities needs list, infrastructure costs, populations projections, and related data once preparation of draft administrative report has been approved;
- Negotiations with stakeholders once the report has been prepared (beyond the two meetings included in the proposal); and
- Time expended related to obtaining data assigned to City under "City Staff Support", as stated in our work plan.

## Notes

- Our fee includes all direct expenses associated with the project.
- We will invoice the City monthly based on percentage of project completed.
- Additional services may be authorized by the City and will be billed at our then-current hourly overhead consulting rates.
- City shall reimburse Willdan for any costs Willdan incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to City or relating to the project. Reimbursement shall be at Willdan's rates in effect at the time of such response.
- The cost of preparing the Fee Study can be included in the resulting new fee schedule. Therefore, over time, the City can recover the initial outlay of funds that was required to complete the studies.
- Willdan will rely on the validity and accuracy of the City's data and documentation to complete the analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy and will not be responsible for any errors that result from inaccurate data provided by the client or a third party.

## Additional Professional Services

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### Hourly Fee Schedule

Our current hourly rates are listed below.

Willdan Hourly Rate Schedule		
Position	Team Member	Hourly Rate
Group Manager	Chris Fisher	\$250
Managing Principal	James Edison	\$240
Principal Consultant	Bob Quaid	\$210
Senior Project Manager	Tony Thrasher	\$185
Project Manager	Carlos Villarreal	\$165
Senior Project Analyst		\$135
Senior Analyst	Priti Patel	\$125
Analyst II		\$110
Analyst I		\$100



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[www.willdan.com](http://www.willdan.com)



## CITY OF LOMITA CITY COUNCIL REPORT

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

**FROM:** Ryan Smoot, City Manager

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

**MEETING DATE:** May 2, 2023

**SUBJECT:** Professional Services Agreement with Kimley-Horn and Associates, Inc. for Traffic Calming Toolkit

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### **RECOMMENDATION**

Approve a Professional Services Agreement with Kimley-Horn and Associates, Inc. for Traffic Calming Toolkit in the amount of \$77,040.00 plus a 10% contingency amount of \$7,704.00; and authorize the City Manager and City Clerk to execute the Agreement.

### **BACKGROUND**

In February 2023, the City requested proposals for a Traffic Calming Toolkit to manage traffic flow throughout the City's many local streets. City staff, through its Technical Traffic Advisory Committee, receive complaints of speeding traffic on various streets throughout the City, concerns of long wait times to safely make turns at uncontrolled intersections and crossing at pedestrian crosswalks. The purpose of this project is to have a toolkit to reduce the speed of traffic, provide safer environments for pedestrians, while taking aesthetics of devices into account.

Approaches used in the past to address concerns include education of motorists, enhanced enforcement, and engineering applications. The City would like to enhance its available tools based upon new solutions, and general guidelines based upon various streets configurations. The toolkit will inform future construction projects as well as provide solutions to be applied in the near-term.

The City received six proposals in March 2023 for this project and interviewed four firms in April. The City selected Kimley-Horn and Associates, Inc. based upon their qualifications, proposal, and interview. The project team will review historic records of Traffic Investigation Requests from community members, collision information, and hold two community workshops in conjunction with the Public Safety and Traffic Commission

to solicit input. The project is scheduled to be completed in the Fall of 2023.

**FISCAL IMPACT**

This project has been budgeted as a Capital Project, 311-810-5806.373, and funding is sufficient for this contract.

**OPTIONS**

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

**ATTACHMENTS**

Professional Services Agreement with Kimley-Horn and Associates, Inc.

Reviewed by:



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Gary Y. Sugano  
Assistant City Manager

Approved by:



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Ryan Smoot  
City Manager

Prepared by:



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Carla Dillon, P.E.  
Public Works Director



**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN  
THE CITY OF LOMITA AND KIMLEY-HORN AND ASSOCIATES, INC.**

This AGREEMENT for Traffic Calming Toolkit is entered into this 2<sup>nd</sup> day of May 2023, by and between the CITY OF LOMITA, a general law city and municipal corporation (“CITY”) and Kimley-Horn and Associates, 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 Traffic Calming Toolkit.
- 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 \$ 84,744 for CONTRACTOR’s services, unless otherwise specified by written amendment to this Agreement. The CONTRACTOR agrees, however, that the proposed cost of the services under this AGREEMENT is \$77,040. If CONTRACTOR incurs expenses exceeding the proposed cost of \$77,040, 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 Laura Forinash. 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 May 2, 2024, unless earlier termination occurs under Section 13 of this Agreement or extended in writing in advance by both parties.

8. **BEST MANAGEMENT PRACTICES AND TRAINING.** The contractor shall implement and maintain activity specific Best Management Practices (BMPs) to prevent pollutant



loading from stormwater and non-stormwater discharges to receiving waters as required in Municipal NPDES Permit No. CAS004004. Contracting staff whose primary job duties are related to implementation of BMPs shall be adequately trained to effectively implement, operate, and maintain such BMPs and must be versed in factors affecting BMP effectiveness. The contractor shall certify they have received all applicable training to implement the requirements in Municipal NPDES Permit No. CAS004004 and shall provide documentation to that effect.

9. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum, and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONTRACTOR and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with the written agreement between the parties.
10. **TAXPAYER IDENTIFICATION NUMBER.** CONTRACTOR will provide CITY with a Taxpayer Identification Number.
11. **PERMITS AND LICENSES.** CONTRACTOR will obtain and maintain during the term of this Agreement all permits, licenses, and certificates that may be required by local, state, and federal laws in connection with the performance of services under this Agreement, including a business license as specified in Title VI, Chapter 2 of the Lomita Municipal Code.
12. **LAWS AND REGULATIONS; EMPLOYEE/LABOR CERTIFICATION.** CONTRACTOR shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for CITY to terminate the Agreement for cause.
13. **PREVAILING WAGE.**
  - A. Prevailing Wage. CONTRACTOR is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. Upon request, CITY shall provide CONTRACTOR with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request and shall post copies at the CONTRACTOR'S principal place of business and at the project site. It is the intent of the parties to

effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and CONTRACTOR shall therefore comply with such Labor Code sections to the fullest extent required by law. CONTRACTOR shall defend, indemnify and hold the CITY, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

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

**14. TERMINATION.**

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

**15. INDEMNIFICATION.**

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

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

## **20. INSURANCE REQUIREMENTS.**

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

follows. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.

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

insurance shall constitute a material breach of contract under which CITY may terminate this Agreement pursuant to Section 13 above.

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

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

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

CITY	CONTRACTOR
<u>City of Lomita</u> <u>24300 Narbonne Avenue</u> <u>Lomita, CA 90717</u>  <u>ATTN: City Manager</u>	<u>Kimley-Horn and</u> <u>Associates, Inc.</u> <u>245 E. 3<sup>rd</sup> St.</u> <u>Long Beach, CA 90802</u>  <u>ATTN: Sri Chakravarthy</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:

\_\_\_\_\_  
Sri Chakravarthy, Vice President

ATTEST:

\_\_\_\_\_  
Kathleen Horn Gregory, City Clerk

\_\_\_\_\_  
XX-XXXXXX

Taxpayer ID No.

APPROVED AS TO FORM:

\_\_\_\_\_  
Trevor Rusin, City Attorney



# **CITY OF LOMITA**

**REQUEST FOR PROPOSAL (RFP)**

**ENGINEERING SERVICES**

**FOR**

**Traffic Calming Toolkit**

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

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Attachment A – General City Map

Attachment B – 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 prepare a Traffic Calming Toolkit specific to Lomita.

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 of Lomita is in need of a Traffic Calming Toolkit to manage traffic flow throughout the City's many local streets. The City is served by east-west principal arterial corridors Pacific Coast Highway (under CalTrans jurisdiction) and Lomita Boulevard. These are the only two streets that allow vehicular traffic through on the western boundary of the City. The north-south streets include minor arterials, Eshelman Avenue and Narbonne Avenue, among others. These have residential frontages as well as schools and Lomita downtown, all with pedestrian traffic. City staff, through its Technical Traffic Advisory Committee, receive complaints of speeding traffic on various streets throughout the City, concerns of long wait times to safely make turns at uncontrolled intersections and crossing at pedestrian crosswalks.

### **B. PROJECT DESCRIPTION**

This RFP is to solicit proposals for engineering services to complete a toolkit for traffic calming specific for the City of Lomita. The purpose of this project is to have a toolkit to reduce the speed of traffic, provide safer environments for pedestrians, and taking aesthetics of measures into account.

The City's Technical Traffic Advisory Committee is composed of City staff from Public Works and Parking Enforcement as well as its Traffic Advisor from Los Angeles County and the Sheriff Department representatives. Approaches used in the past to address concerns include education of motorists, enhanced enforcement, and engineering applications. The City would like to enhance its

available tools based upon new solutions, and general guidelines based upon various streets configurations.

The Scope of Work (Section III) is a minimum suggested scope for the work of the project.

**C. DESCRIPTION OF WORK**

The City of Lomita is requesting proposals from qualified and experienced Civil Engineering firm(s) to prepare a traffic calming toolkit to meet the needs of the City. This work will involve project management, research, review of information, community workshops, development of a comprehensive traffic calming toolkit, preparation of reports/documents, and presentations. Details are included in Section III, Scope of Services.

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

**F. PROJECT DURATION**

The estimated time to complete this project is four (4) to five (5) months.

**G. PROJECT SCHEDULE**

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

<b>Milestone</b>	<b>Date</b>
RFP Release	February 23, 2023
Last Day for Questions	March 8, 2023
Proposal Deadline	March 16, 2023
Consultant Interviews	March 28, 2023
Expected City Council Approval	April 18, 2023
Kick-off & Notice to Proceed	April 25, 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 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](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](mailto: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](mailto:publicworks@lomitacity.com) with **Proposal for: Traffic Calming Toolkit** in the email Title.

The Fee Proposals shall be emailed to the Public Works Department at: [publicworks@lomitacity.com](mailto:publicworks@lomitacity.com) with **Fee Proposal for: Traffic Calming Toolkit**

#### **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 complete a toolkit for traffic calming for the City of Lomita. 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 prepare a traffic calming toolkit to meet the needs of the City.

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 traffic calming measures, relevant federal, state, and county standards, as well as other industry standards and appropriate application.
- Consultant shall coordinate a kick-off meeting with Lomita staff and sub-consultants to discuss the scope of the project, develop a work plan to accomplish the project goals, schedule, and identify future constraints.
- In addition to the kick-off meeting, the Consultant shall plan for sufficient meetings with Lomita staff to complete the project. Consultant shall prepare agendas for all meetings and submit them to the City two (2) working days prior the meeting for review. For each meeting, 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 – Review Background Studies and Plans**

The consultant shall review existing programs from adjacent local agencies, Los Angeles County, existing City practices and concerns, industry standards, and other model agency programs. In addition, the consultant shall review traffic investigation requests and collision data relevant to the City. Consultant shall create a matrix of potential traffic calming improvements to be used for discussion at the City's Public Safety and Traffic Commission Workshops. The improvements may be categorized

into options that can be implemented by City maintenance crews to more extensive changes that would be incorporated when a Street Capital Improvement Project is scheduled. The matrix shall take into consideration data/criteria that is readily available to the City.

### **Task 3 - Community Workshops / Public Meetings**

The consultant shall conduct two (2) community workshops in coordination with the Public Safety and Traffic Commission to gather information regarding specific traffic issues and concerns from community members. Public Safety and Traffic Commission meetings are scheduled for the third Wednesday of each month at 6 P.M. The agenda package is finalized and published the week prior to the meeting. City staff will assist in alerting the community about the workshops through its website, community newsletters, and social media.

#### Workshop #1

- Gather information regarding specific concerns and traffic related issues on residential streets in Lomita.
- Provide traffic calming improvement matrix from Task 2 to create a dialog on what community members like or dislike about specific traffic calming improvements.

#### Workshop #2 / Presentation of Draft Report

- Concerns and comments made at the first workshop will be addressed and presented as part of the second workshop agenda.
- Gather information regarding specific concerns and traffic related issues on residential streets in Lomita.
- Provide a revised traffic calming improvement matrix (with feedback from Workshop #1) to create a dialog on what community members like or dislike about specific traffic calming improvements. The matrix will include at a minimum the traffic calming measure, criteria for implementation, and cost to implement and maintain.
- Workshop #2 should include, at a minimum, six (6) examples of how the matrix elements could be implemented at specific locations within Lomita.

#### Presentation

- The consultant shall present the findings from the community workshops, the key points of the final report, and application examples at a City Council meeting.

- City Council meetings are held the first and third Tuesdays of each month at 6 P.M. The agenda package is finalized and published the week prior to the meeting.

#### **Task 4 - Project Documentation**

The consultant shall prepare a draft report with findings from Workshops #1 and submit to the City for review. Following feedback, the consultant will present the traffic calming matrix and draft report to the community and Public Safety and Traffic Commission.

The report shall include a toolkit of potential traffic calming measures that address community concerns. The traffic calming measures should include qualifying criteria with details and explanations and expected cost to implement and maintain.

The consultant shall prepare a final report that addresses the comments and questions raised at the Workshop #2 for final consideration and approval by City Council.

*The final report shall include one (1) digital pdf copy, one (1) digital native file copy, and two (2) bound hard copies for submission to the City.*

## 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 similar projects for the firm and the individuals to be assigned to the project. Experience should include traffic engineering, traffic standards, and facilitating a public workshop. 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. 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 the RFP. The work plan shall define resources needed for each task (title and labor hours) and staff persons completing the project element tasks. In addition, the work plan shall include a timeline schedule depicting the sequence and duration of tasks showing how the work will be organized and executed.

The work plan shall be sufficiently detailed and clear to identify the progress milestones, i.e. when project elements, measures, and deliverables are to be completed. Additional project elements suggested by the proposer that are thought to be necessary for the completion of the project are to be included in the work plan and identified as proposer-suggested elements.

Identify all of those, if any, who will be subcontracted to assist you with this project, and the extent of work for which they will be responsible. Include similar reference data for subcontractors and employees as requested above for the main proposer.

Include any other information that you believe to be pertinent but not specifically asked for elsewhere.

**D. FEES - 10 points**

Submit a fee schedule in a separate sealed envelope with proposal. Fee schedule shall clearly identify each task, number of hours assigned to each task, name and title of individual assigned to each task, hourly rate of each individual, and total hours and total dollar amount for the project.

**E. AUTHORIZED NEGOTIATOR**

Include the name and phone number of person(s) in the organization authorized to negotiate the Professional Services Agreement with the City.

# **ATTACHMENT - A GENERAL CITY MAP**



**ATTACHMENT - B  
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



Proposal for

# Engineering Services for a Traffic Calming Toolkit



**Kimley»Horn**

May 2, 2023, Reg. CC Mtg, Page # 186  
Expect More. Experience Better.



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# Engineering Services for a Traffic Calming Toolkit

## I COVER LETTER

**To** City of Lomita – Public Works  
24300 Narbonne Avenue  
Lomita, CA 90717

**From** 245 E. 3rd Street  
Long Beach, CA 90802  
TEL 562.549.2186

March 16, 2023

**RE: Proposal for Engineering Services for a Traffic Calming Toolkit**

Dear Members of the Selection Committee:

The **City of Lomita** (City) is a friendly, small-town community with over 20,000 residents and a vibrant downtown full of local businesses. The City desires to preserve the local character while reducing the speed of traffic and providing a safe environment for pedestrians through the development of a traffic calming toolkit. As the City prepares to develop a traffic calming toolkit, selecting a committed and responsive team with the right combination of local knowledge and extensive public agency experience in traffic engineering, planning, and design is critical in achieving your traffic safety goals and vision. Kimley-Horn has assembled a team that has significant relevant experience and covers the full range of skillsets needed to deliver this project. As you review our proposal, please keep in mind the following attributes Kimley-Horn can bring to the table:



**Knowledge and Understanding of Local Environment.** Living and working in the South Bay and the surrounding communities, our project manager, **Laura Forinash, P.E., T.E.**, understands the local conditions and has vested interest in the success of the area. **In fact, Laura has relocated to Kimley-Horn's new Long Beach office as of this month to be available to further provide more accessible support to the region.** Given her transition over to this new office, our team is now situated less than 10 miles away from the City. Our location and understanding gives our team the ability to provide solutions tailored to the community and to be available for last minute field visits and meetings.



**Extensive Traffic Calming Experience.** Kimley-Horn's traffic engineers and transportation planners have supported the development of traffic calming policies including the **Laguna Niguel Traffic Manual, Lancaster Safe Routes to School (SRTS) Master Plan,** and the **Bakersfield Neighborhood Traffic Calming Plan.** Kimley-Horn has also recently implemented traffic calming projects throughout Southern California, including the **Griffith Park Safety and Active Transportation Improvements Project, Ventura Sustainable Transportation Infrastructure and Transportation Related Amenities Project, Malibu Point Dume Area Traffic Calming Study Toolkit Development, and the Diamond Bar Neighborhood Traffic Management Plan (NTMP).** Kimley-Horn has worked alongside stakeholders through workshops, presentations, and field visits to develop traffic calming plans and toolkits that are effective and practical for their community. Additionally, our team members bring over 50 years of combined traffic engineering staff augmentation experience for the cities of Agoura Hills, Buena Park, Hawthorne, Laguna Niguel, Malibu, and South Gate. **We understand how to work with and serve public agencies and their residents.** Through these augmentation roles, we have received countless traffic calming requests. We are experienced at developing context sensitive solutions, hosting community workshops and liaison meetings, and presenting recommendations to elected officials. We will bring our experience and lessons learned from this and other projects to provide a plan that will meet the project's goals while keeping the project's budget and schedule at the forefront of design decisions.



**Full-Service Engineering.** With the Kimley-Horn team, your best interest will always be the focus of our efforts. We understand the project is not just developing a toolkit, but also proposing solutions for specific locations to residents and elected officials. As a full-service consulting firm, we can provide you a full range of services including roadway design to identify constructability constraints; environmental services to determine the proper CEQA clearance; streetscape and landscape design to maintain the community's character; graphic design and translation services to support public meetings; and grant writing to help identify funding opportunities. This gives you the comfort of knowing that the proposed solutions have been thoroughly vetted and a wide range of activities are all under the management and quality control of one firm, which means less coordination that you need to perform, better decisions, better communication, increased productivity, and quicker, more accurate project deliverables that are consistent with your needs.

Our team appreciates your consideration of our proposal. If you have any questions or need any additional information, please feel free to contact project manager **Laura Forinash, P.E., T.E.** directly at 562.549.2186, by email at [laura.forinash@kimley-horn.com](mailto:laura.forinash@kimley-horn.com), or at the address listed above. We look forward to hearing from you.

Sincerely,

**KIMLEY-HORN AND ASSOCIATES, INC.**

**Laura Forinash, P.E., T.E.**  
Project Manager/Associate

**Sri Chakravarthy, P.E., T.E.**  
Principal-in-Charge/Vice President

### Required Statements

*As Vice President of Kimley-Horn, Sri Chakravarthy, P.E., T.E., is authorized to sign on behalf of Kimley-Horn and to bind Kimley-Horn in a contract. Sri can be reached at our Downtown Los Angeles office at 660 South Figueroa Street Suite 2050, Los Angeles, CA 90017, via email at [sri.chakravarthy@kimley-horn.com](mailto:sri.chakravarthy@kimley-horn.com), or at 213.261.4037.*

*As stated in the City's Response to Questions, Exceptions to the contract have been included in an Appendix under the title, "Appendix 1. Exceptions to the Contract."*

*Kimley-Horn is in receipt of and certifies the City's Response to Questions Addendum, dated March 10, 2023.*



## II QUALIFICATION AND EXPERIENCE

### Firm Profile

Kimley-Horn is a full-service engineering, planning, and environmental consulting firm providing services to public and private sector clients nationwide. Since our founding in 1967, Kimley-Horn has grown from a small group of traffic engineers and transportation planners to a firm of over 6,800 employees in 114 offices nationwide, including 13 in California. Our continued growth and stability over the past 56 years is the direct result of our commitment to integrity and dedication to providing quality services to our clients. We provide our clients with the local knowledge and responsiveness of a small organization, backed by the depth of resources only a national firm could offer.



Combining national experience with a local sensibility, Kimley-Horn's professionals provide comprehensive solutions to the analysis of public and private projects. We offer extensive experience in transportation impact analysis, transportation planning, transit planning, traffic engineering, and infrastructure financing mechanisms for transportation and utility improvements. Today, we are one of the highest ranked engineering, planning, and environmental consulting firms in the U.S. **According to *Engineering News-Record*, our firm now ranks 10th overall among the nation's top 500 design firms.** These rankings represent the combined efforts of our staff, who are committed to providing client-focused service and technical excellence in everything we do.

### Our Team

Kimley-Horn knows that when you choose a consulting firm, you are looking to choose the people who will bring you technical specialties, hands-on experience with similar projects, and a commitment to timely, first-rate deliverables and client service. That's why we've carefully considered the composition of our engineering team, identifying only the most qualified personnel with recent, relevant experience working with public agencies on similar assignments to be able to work with you.



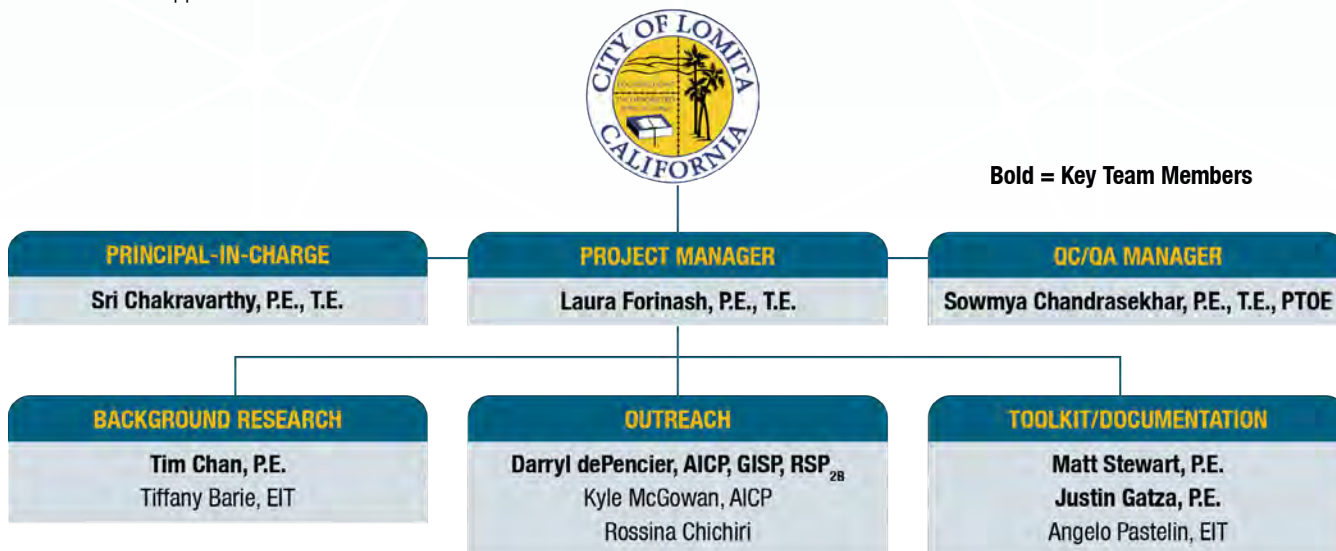
**Laura Forinash, P.E., T.E.**, a successful Kimley-Horn project manager, will lead our team using her over 10 years of experience in traffic engineering and traffic calming projects of similar size and scope. Laura has a proven track record of successfully managing projects, scope schedule, and budget for multidisciplinary projects. She currently serves as project manager on the City of Laguna Niguel's Traffic Manual and Neighborhood Traffic Management and the City of Ventura's Sustainable Transportation Infrastructure and Transportation Related Amenities projects. From this extensive experience, Laura has gained critical knowledge of the needs and challenges of traffic calming projects. Additionally, Laura has experience hosting public workshops, neighborhood liaison meetings, and presenting to subcommittees and City Councils. Using her extensive experience with similar projects and her experience working in the surrounding areas, Laura will oversee our proposed team of highly qualified engineers and planners specializing in traffic engineering projects. Laura will also serve as your day-to-day contact, allowing our team to establish and maintain a close working relationship with City staff throughout the life of the project.

Supporting Laura is principal-in-charge, **Sri Chakravarthy, P.E., T.E.** and quality control and quality assurance manager (QC/QA) **Sowmya Chandrasekhar, P.E., T.E., PTOE**. Sri offers over 19 years of experience in traffic operations and transportation engineering, partnering with local public agencies on a wide variety of traffic signal synchronization, complete streets projects, and on-call traffic engineering services. Sowmya brings over 15 years of traffic engineering experience to provide constructability and QC/QA reviews of documents prior to sending them to the City. Rounding out our leadership team, **Tim Chan, P.E., Darryl dePencier, AICP, GISP, RSP<sup>28</sup>, Matt Stewart, P.E., and Justin Gatza, P.E.** will serve as task managers for background research, outreach, and engineering, respectively. Our core team is a group of experienced design engineers and technical specialists who have decades of proven experience working with public agencies on a variety of traffic engineering and traffic calming projects with components similar to the City's.



## Organizational Chart

Kimley-Horn has assembled an exceptional team of professionals who have experience providing similar services for public agencies, have served public agencies in various capacities, are accustomed to working with governmental agencies, and have a good understanding of public agency issues, procedures, and policies while also possessing proven project management capabilities and commitment to providing the City with timely and high-quality deliverables. See below for the organization of our proposed engineering team. Resumes for each principal staff member have been provided starting on the following page. Full principal staff resumes and additional support staff resumes can be found in Appendix 2.



## Availability of Team

Kimley-Horn uses a proactive management system known as “cast-aheads” to detail every project’s personnel needs and determine each staff person’s availability. Based upon a review of our cast-aheads, we can confirm that the proposed staff members selected for this team are available immediately to serve you and are in an excellent position to handle the workload required to see this project through. In addition, Laura has the authority to mobilize Kimley-Horn’s 6,800+ firmwide resources at any given time to meet the City’s needs on this important project. Each team member’s level of commitment is shown in the table below.

Team Member	% Available for this Project
Laura Forinash, P.E., T.E.	55%
Sri Chakravarthy, P.E., T.E.	30%
Sowmya Chandrasekhar, P.E., T.E., PTOE	35%
Tim Chan, P.E.	55%
Darryl dePencier, AICP GISP, RSP <sup>2B</sup>	40%
Matt Stewart, P.E.	55%
Justin Gatza, P.E.	35%
Kyle McGowan, AICP	50%
Rossina Chichiri	60%
Tiffany Barie, EIT	60%
Angelo Pastelin, EIT	75%

**Engineering Services for a Traffic Calming Toolkit****Laura Forinash, P.E., T.E.***Role on Project: Project Manager**Title in Firm: Associate*

Laura is a professional civil and traffic engineer with over a **decade** of traffic operations and transportation engineering experience ranging from small design projects and task orders to large design-build environments and City Traffic Engineer roles. Her background encompasses traffic analysis, neighborhood traffic calming studies, and transportation planning. Laura's key areas of specialty include extensive knowledge of the Highway Capacity Manual (HCM) and Manual on Uniform Traffic Control Devices (MUTCD) methodologies; microsimulation knowledge using VISSIM, SimTraffic, and ALPS, traffic calming/context sensitive solutions, traffic signal warrants, signal design and plan presentation, and signal timing and optimization (SYNCHRO). Prior to joining Kimley-Horn, Laura served as technical lead for multimodal microsimulation models, traffic studies, and signing and marking design. Laura is proficient in Microstation.

**Professional Credentials**

- › Master of Science, Civil Engineering, Georgia Institute of Technology
- › Bachelor of Science, Civil Engineering, Georgia Institute of Technology
- › Professional Civil Engineer in California #93146
- › Professional Traffic Engineer in California #2818

**Relevant Experience**

- › **City of Laguna Niguel, Traffic Manual and Neighborhood Traffic Management, Laguna Niguel, CA** – Project Manager
- › **City of Malibu, Point Dume Area Traffic Calming Study Toolkit Development, Malibu, CA** – Project Engineer
- › **City of Agoura Hills, Various Traffic Calming Tasks - On-Call Traffic Engineering Services, Agoura Hills, CA** – Project Manager
- › **City of Hawthorne, Various Traffic Calming Tasks - Traffic Engineering On-Call, Hawthorne, CA** – Project Manager
- › **City of Malibu, Various Traffic Calming Tasks - On-Call Civil and Traffic Engineering Services, Malibu CA** – Project Engineer
- › **City of Ventura, Sustainable Transportation Infrastructure and Transportation Related Amenities, Civil Engineering Design Services, Ventura, CA** – Project Manager
- › **City of Diamond Bar, Neighborhood Traffic Management Plan (NTMP), Diamond Bar, CA** – Project Engineer
- › **City of Agoura Hills, Local Roadway Safety Plan, Agoura Hills, CA** – Project Manager
- › **City of Agoura Hills, SB 743 Implementation, Agoura Hills, CA** – Project Engineer
- › **City of Agoura Hills, Kanan Road/Agoura Road Ultimate Intersection Improvements Project, Agoura Hills, CA** – Project Engineer
- › **City of Agoura Hills, Kanan Road Traffic Study, Agoura Hills, CA** – Project Engineer
- › **City of Malibu, PCH (Route 1) Mobility Improvements at Various Locations, Malibu, CA** – Project Engineer
- › **City of Oxnard, Fifth Street and Rice Avenue Grade Separation PS&E, Oxnard, CA** – Project Engineer
- › **City of Moorpark, Los Angeles Avenue Traffic Study, Moorpark, CA** – Project Engineer
- › **City of Laguna Niguel, On-Call Traffic Engineering Services, Laguna Niguel, CA** – Project Manager

**Engineering Services for a Traffic Calming Toolkit****Sri Chakravarthy, P.E., T.E.***Role on Project: Principal-in-Charge**Title in Firm: Vice President/Senior Associate*

Sri has more than **19 years** of traffic engineering experience. Since beginning his career with Los Angeles County prior to joining Kimley-Horn,

Sri has participated in a wide variety of transportation planning, traffic calming, and on-call traffic engineering services. His project management experience includes neighborhood traffic calming studies, corridor planning, signal justification studies, site-specific traffic circulation, safety studies, traffic signal design, and traffic impact studies.

**Relevant Experience**

- **City of Malibu, Point Dume Area Traffic Calming Study Toolkit Development, Malibu, CA** – Project Manager
- **City of Agoura Hills, Various Traffic Calming Tasks - On-Call Traffic Engineering Services, Agoura Hills, CA** – Contract Manager
- **City of Simi Valley, Local Road Safety Plan, Simi Valley, CA** – Project Manager
- **City of Lancaster Master Plan of Complete Streets (MPCS), Lancaster, CA** – Project Manager
- **City of Lancaster Safe Routes to School Plan, Lancaster, CA** – Principal-In Charge
- **City of Malibu, Various Traffic Calming Tasks - On-Call Civil and Traffic Engineering Services, Malibu CA** – Contract Manager
- **City of Los Angeles, Griffith Park Traffic Calming Improvements, Los Angeles, CA** – Principal-In Charge
- **City of Santa Monica, Bicknell Avenue Green Street/Complete Street, Santa Monica, CA** – Project Engineer

**Professional Credentials**

- Master of Science, Civil Engineering, Louisiana State University
- Bachelor of Science, Civil Engineering, Kakatiya University
- Professional Civil Engineer in California #73629
- Professional Traffic Engineer in California #2531

**Professional Affiliations**

- Institute of Transportation Engineers (ITE), Past President
- City Traffic Engineers, Past Chair

**Sowmya Chandrasekhar, P.E., T.E., PTOE***Role on Project: QC/QA Manager**Title in Firm: Associate*

Sowmya brings over **15 years** of professional experience as a transportation engineer. She is experienced in corridor operational analyses, traffic impact

analyses, traffic signal designs, illumination designs, temporary/permanent traffic control plans, traffic control warrant analyses, parking studies, pedestrian studies, crash analyses, and innovative intersection improvements. She has provided support for the development of transportation simulation models, preparation of grant applications, and review of connected vehicle applications for agencies.

**Relevant Experience**

- **City of Los Angeles, Griffith Park Safety and Active Transportation Improvements Project, Los Angeles, CA** – Project Manager
- **City of Diamond Bar, On-Call Civil and Traffic Engineering Services, Diamond Bar, CA** – Project Manager
- **City of Diamond Bar, Neighborhood Traffic Management Plan (NTMP) on North Del Sol Lane and Highland Valley Road, Diamond Bar, CA** – Project Manager
- **City of Lancaster, Safe Routes to School Master Plan, Lancaster, CA** – Project Manager
- **City of Lancaster, Local Road Safety Plan, Lancaster, CA** – Project Manager

**Professional Credentials**

- Master of Science, Civil Engineering, Missouri University of Science & Technology
- Bachelor of Science, Civil Engineering, Visvesvaraya National Institute of Technology, India
- Professional Engineer in California #83100
- Professional Traffic Engineer in California #2760
- Professional Traffic Operations Engineer #3323

**Professional Affiliations**

- Institute of Transportation Engineers (ITE), Member
- Orange County Traffic Engineering Council (OCTEC), Member



**Engineering Services for a Traffic Calming Toolkit****Tim Chan, P.E.***Role on Project: Background Research**Title in Firm: Senior Professional I*

Tim has **11 years** of experience in transportation planning and traffic engineering design. His traffic engineering experience includes

preparing traffic signal design, signing and striping, streetlight, traffic control, and interconnect plans. Tim has conducted and managed the field investigation and design tasks on numerous projects. His attention to detail and knowledge of field conditions has translated into successful designs and constructible plans. Additionally, he has worked with public and private sector clients on a variety of traffic impact studies, transportation analyses, and parking evaluations throughout the Southern California region. Tim is experienced in a wide range of transportation-related software packages, including Synchro, SimTraffic, Traffix, and Vistro, and is knowledgeable of planning and design standards for local and state agencies.

**Professional Credentials**

- Bachelor of Science, Civil Engineering, California Polytechnic University, Pomona
- Professional Engineer in California #85687

**Relevant Experience**

- **City of Newport Beach, Newport Heights Neighborhood Study, Newport Beach, CA** – Project Engineer
- **City of Agoura Hills, Various Traffic Calming Tasks - On-Call Traffic Engineering Services, Agoura Hills, CA** – Project Engineer
- **City of Newport Beach, East Coast Highway Signal Rehabilitation Design, Newport Beach, CA** – Project Engineer
- **City of Newport Beach, Streetlight Improvement, Newport Beach, CA** – Project Engineer
- **Los Angeles County, Woodruff Avenue Traffic Signal Synchronization Project, Various Cities in Los Angeles County, CA** – Project Engineer
- **City of Industry, Fullerton Road Grade Separation, Industry, CA** – Project Engineer
- **City of Anaheim, Euclid Street Offsite Improvements, Anaheim, CA** – Project Engineer

**Darryl dePencier, AICP, GISP, RSP<sub>2B</sub>***Role on Project: Outreach**Title in Firm: Associate*

Darryl has been conducting transportation safety for more than **15 years**. His focus is multimodal transportation planning and system development

including neighborhood traffic calming, transit accessibility, bicycle and pedestrian mobility, traffic safety, and sustainability. His experience ranges from statewide assessment and policy advising, regional support for long range transportation planning, and local goals and priority setting. He builds plans to be accessible for the public and decision-makers, using a robust analytical framework founded in defensible data science. Darryl is experienced working with the public to provide education on transportation planning opportunities and trade-offs, building consensus and incorporating feedback with the empirical findings to achieve a plan that is both data driven and community based.

**Professional Credentials**

- Master of Science, Urban Spatial Analytics, University of Pennsylvania
- Bachelor of Arts, Geography, Carleton University, Ottawa
- Certificate, Geographic Information Systems, Algonquin College, Ottawa
- American Institute of Certified Planners #026552
- Geographic Information Systems Professional #59317
- Road Safety Professional 2 Behavioral (RSP2) #17

**Relevant Experience**

- **City of Lancaster, Safe Routes to School (SRTS) Master Plan, Lancaster, CA** – Project Planner
- **City of Bakersfield, Neighborhood Traffic Calming Program, Bakersfield, CA** – Project Manager
- **City of Agoura Hills, Various Traffic Calming Tasks - On-Call Traffic Engineering Services, Agoura Hills, CA** – Project Planner
- **City of Seal Beach, LRSP, Seal Beach, CA** – Project Planner
- **City of Moreno Valley Bicycle and Pedestrian Safety Audits, Moreno Valley, CA** – Project Planner
- **City of Anaheim, LRSP, Anaheim, CA** – Project Planner
- **County of Ventura, Local Road Safety Plan, Ventura County, CA** – Project Manager
- **City of Ventura, SSAR, Ventura, CA** – Project Manager

**Engineering Services for a Traffic Calming Toolkit****Matt Stewart, P.E.***Role on Project: Toolkit/Documentation**Title in Firm: Professional I*

Matt has experience in traffic engineering, transportation planning, and traffic safety analysis. His specialties include traffic signal operations and design, on-call traffic engineering, traffic impact analysis, and parking analysis. Most recently, he worked on two traffic signal synchronization projects in Orange County, specifically Barranca TSSP in Irvine, Santa Ana, and Fountain Valley, and Aliso Creek TSSP in the cities of Laguna Woods, Aliso Viejo, and Laguna Niguel. Matt has experience in data collection and field review, traffic signal timing optimization, traffic management center (TMC) and controller cabinet timing implementation, fine-tuning, and corridor before and after studies.

**Professional Credentials**

- › Master of Science in Civil Engineering, University of California, Berkeley
- › Bachelor of Science, Civil and Environmental Engineering, University of California, Los Angeles
- › Professional Engineer in California #90465

**Relevant Experience**

- › **City of Laguna Niguel, Traffic Manual and Neighborhood Traffic Management, Laguna Niguel, CA** – Project Engineer
- › **City of Ventura, Sustainable Transportation Infrastructure and Transportation Related Amenities, Civil Engineering Design Services, Ventura, CA** – Project Engineer
- › **City of Agoura Hills, Traffic Signal Design at Thousand Oaks Boulevard/Argos Street, Agoura Hills, CA** – Analyst
- › **City of Malibu, Pacific Coast Highway Signal System Improvements Project, Malibu, CA** – Analyst
- › **City of Malibu, Pacific Coast Highway Mobility Improvements at Various Locations, Malibu, CA** – Analyst
- › **OCTA, Aliso Creek Road Traffic Signal Synchronization Program, Multiple Cities, CA** – Analyst
- › **OCTA, El Toro Road Regional Traffic Signal Synchronization Project, Orange County, CA** – Analyst

**Justin Gatza, P.E.***Role on Project: Toolkit/Documentation**Title in Firm: Professional II*

Justin brings over **12 years** of professional civil engineering experience leading and supporting the planning, design, and construction of numerous public works facilities throughout Southern California. His experience spans a wide range of areas, including roadway geometrics, pavement rehabilitation, complete streets and active transportation, traffic calming, pedestrian and bicycle safety and accessibility, water, sewer and storm drain replacements, stage construction and traffic control, traffic signing/stripping, and construction support. Justin has prior experience working in the public sector as a project manager, which has given him a dual perspective on administrating and managing project. Justin also has extensive experience with Caltrans District 7, including encroachment permitting, federal funding administration through local assistance, and full design oversight related to the preparation of PSR/PDS, PA/ED, and PS&E documents.

**Professional Credentials**

- › Bachelor of Science, Civil Engineering, California State Polytechnic University, Pomona
- › Professional Engineer in California #83496

**Professional Affiliations**

- › American Society of Civil Engineers (ASCE), Member

**Relevant Experience**

- › **City of Los Angeles, Griffith Park Safety and Active Transportation Improvements Project, Los Angeles, CA** – Project Engineer
- › **City of Hawthorne, Various Traffic Calming Tasks - Traffic Engineering On-Call, Hawthorne, CA** – Civil/Roadway Lead
- › **City of Alhambra, 710 North Arterial/I-10 Interchange Improvement Concepts, Alhambra, CA** – Deputy Project Manager
- › **City of Camarillo, Pleasant Valley Road Bike Lanes PA&ED and PS&E, Camarillo, CA** – QC/QA
- › **City of Los Angeles, Broadway-Manchester Active Transportation Equity Project, Los Angeles, CA** – QC/QA
- › **City of Lancaster, On-Call Roadway and Structures; Traffic Engineering; and Drainage, Hydrology, and Hydraulic Engineering, Lancaster, CA** – QC/QA



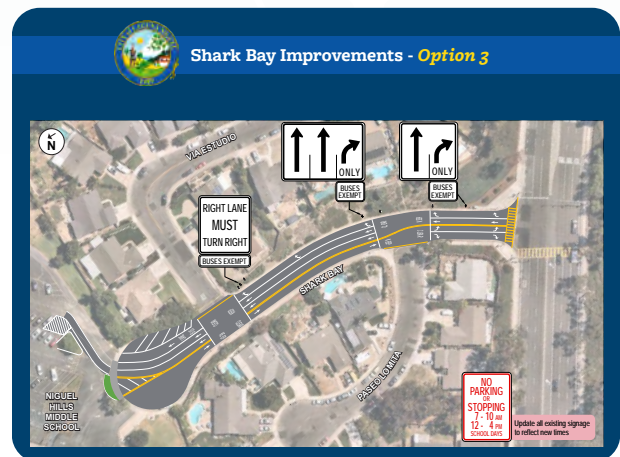
## Relevant Project Experience and References

Our long-term relationships with public agencies have provided us with broad project experience and local knowledge. Our clients know that with Kimley-Horn they experience better. How do we know this? They consistently tell us we deliver remarkable results and we're great people to work with—and we live for that. We are proud of our working relationships with our clients and much of our success over the last 56 years is directly related to our efforts to provide consistent, high-quality, and timely services. As trusted advisors, our firm works diligently on behalf of our clients' needs.

Per the City's RFP, we have provided descriptions of our firm and team's experience on similar projects with public agencies. In addition to our experience, we have provided client references for each of the project descriptions. We invite you to contact them directly to allow them the opportunity to comment on our professional qualifications and experience.

### City of Laguna Niguel, Traffic Manual and Neighborhood Traffic Management, Laguna Niguel, CA

Kimley-Horn is developing the City's Traffic Manual that outlines the City's processes for study and implementation of traffic control devices. The Traffic Manual formalizes the City's process for handling resident requests and an incremental approach to addressing concerns. The Traffic Manual addresses the following focus areas: traffic signals, two-way and all-way stop control, traffic calming, parking restrictions, sight distance, signal timing and phasing, pedestrian enhancements, and bicycle/e-bike enhancements. Kimley-Horn also serves as staff extension for their Neighborhood Traffic Management programs which addresses resident concerns. This role includes meeting with residents in the field to review their concerns, propose site-specific solutions to the Traffic and Transportation Commission, and develop design plans for implementation. Additionally, this role includes facilitating two neighborhood-school liaison groups comprised of City staff, residents, and school principals to address school-related circulation issues. Currently, Kimley-Horn is monitoring and controlling project scope, schedule, and costs using our internal Management Information System. As a result, the project is expected to be completed on time and within budget.



**Team Members:** Laura Forinash, Tiffany Barie, Matt Stewart



**Client Reference:** Kathy Nguyen, P.E., T.E., Engineering Services Manager at City of Laguna Niguel | 949.362.4341  
[kanguyen@cityoflagunaniguel.org](mailto:kanguyen@cityoflagunaniguel.org) | 30111 Crown Valley Parkway, Laguna Niguel, CA 92677

### City of Lancaster, Safe Routes to School (SRTS) Master Plan, Lancaster, CA

Kimley-Horn is currently working with the City of Lancaster to update their 2016 Safe Routes to School Master Plan for 30 public schools. The refreshed plan will include enhanced community outreach and engagement activities as a result of the COVID-19 pandemic, which include gathering input from students, teachers, parents, and administrators regarding the effectiveness of different elements of the program. The plan will also focus on changes in travel patterns and updated profiles of the City's transportation system to confirm that the program will be adapted to suit those elements. One of the key project objectives is to minimize conflicts between roadway users and students by creating a safe environment for walking and cycling to school as well as work toward the City's Vision Zero safety goals through improved engineering, education, and enforcement approaches. Currently, Kimley-Horn is monitoring and controlling project scope, schedule, and costs using our internal Management Information System. As a result, the project is expected to be completed on time and within budget.

## WHAT'S IN IT FOR ME?

- Improved health and safety for all those biking and walking to school, whether it's you, your child, or your neighbors.
- Students you care about will arrive at school, alert and ready to learn.
- Build more sidewalks and bike paths for school trips with connected routes for all travel needs.
- See your own needs and values included in the plan for your neighborhood school.
- Walkable neighborhoods with bike paths and sidewalks you most want to use.
- Less congestion and stress from student drop-offs, and lower household transportation costs.
- Lower local costs by helping the city attract state and federal dollars.

HAGA CLIC PARA LA VERSIÓN EN ESPAÑOL DE ESTE FOLLETO

**Team Members:** Sowmya Chandrasekhar, Darryl dePencier, Kyle McGowan



**Client Reference:** Candice Vander Hyde, Analyst for Community Development at City of Lancaster | 661.723.5851  
[cvanderhyde@cityoflanasterca.gov](mailto:cvanderhyde@cityoflanasterca.gov) | 44933 Fern Avenue, Lancaster, CA 93534



# Engineering Services for a Traffic Calming Toolkit

## City of Bakersfield, Neighborhood Traffic Calming Program, Bakersfield, CA

Kimley-Horn developed a toolbox of traffic calming solutions for the City of Bakersfield to use to respond to neighborhood requests for reductions in cut-through traffic and vehicle speeds in residential neighborhoods. The plan provided clear guidance on what solutions are appropriate for which contexts including vehicle speed, traffic volume, transit route, roadway geometry, and other factors as appropriate. A scorecard was developed for each traffic calming solution to identify the level of effectiveness, cost, and impact to the surrounding environment. The Kimley-Horn team participated in several public engagement efforts including a public workshop and the 34th Street Neighborhood Partnership meeting. The outreach events consisted of parents, residents, staff from the Bakersfield City School District, the Bakersfield Police Department's traffic division, the Kern County Department of Human Services (DHS), and the Community Action Partnership of Kern (CAPK). The workshop participants were invited to participate in an exercise that allowed them to choose which of the traffic calming solutions they would like to see implemented on their neighborhood streets. This project was completed on time and within budget.

**Team Members:** Darryl dePencier, Sowmya Chandrasekhar, Sri Chakravarthy, Kyle McGowan, Rossina Chichiri

Scorecard

	Speed Humps	Speed Cushion	Speed Kinkys	Speed Table	Raised Crosswalk	Raised Intersection
Speed	High	High	High	High	High	High
Volumes	High	High	High	High	High	High
Cut-Through Traffic	High	High	High	High	High	High
Collisions	Medium	Medium	Medium	Medium	Medium	Medium
Pedestrian Safety	Medium	Medium	Medium	Medium	Very High	Very High
Bicycle Safety	High	High	High	High	High	High
Emergency Vehicles	Impacts	No Impact	No Impact	Impacts	Impacts	Impacts
Impacts on Noise	Increases	Increases	No Change	Increases	Increases	No Change
Cost	\$	\$	\$	\$	\$\$	\$\$\$

Low   
 Medium   
 High   
 Very High  
 Increases   
 Reduces   
 No Change   
 \$ Cost  
 Impacts   
 No Impact



**Client Reference:** Ed Murphy, Civil Engineer III at City of Ventura | 661.326.3958  
[emurphy@bakersfieldcity.us](mailto:emurphy@bakersfieldcity.us) | 1501 Truxtun Avenue, Bakersfield, CA 93301-5201

## City of Ventura, Sustainable Transportation Infrastructure and Transportation Related Amenities, Civil Engineering Design Services, Ventura, CA

Kimley-Horn is currently providing civil engineering design services to prepare conceptual, and construction plans for active transportation improvements including pedestrian, bicycle, and traffic calming improvements for the Westside Community in the City of Ventura. The project encompasses 14 street segments throughout westside Ventura with 2 miles of bike boulevards, 3,500 linear feet of sidewalk upgrades, 11 curb ramps upgrades, 23 continental crosswalks, 8 bus shelter upgrades, two curb extensions, four rectangular rapid flashing beacons (RRFBs), two speed feedback signs, and street lighting improvements. The goal of this project is to create a design that serves the City's residents and safely connects them to transit as well as employment community centers. In addition to preparing a PS&E package, Kimley-Horn is responsible for conducting a traffic engineering study, turning movement analyses, and drainage analyses prior to the development of conceptual designs. Once conceptual designs and renderings have been developed, Kimley-Horn will conduct outreach to stakeholders and the community to gather feedback on the proposed design. Currently, Kimley-Horn is monitoring and controlling project scope, schedule, and costs using our internal Management Information System. As a result, the project is expected to be completed on time and within budget.

**Team Members:** Laura Forinash, Sri Chakravarthy, Matt Stewart



**Client Reference:** Jeff Hereford, Principal Transportation Engineer at City of Ventura | 805.654.7744  
[jhereford@cityofventura.ca.gov](mailto:jhereford@cityofventura.ca.gov) | 501 Poli Street, City Hall, Room 120, Ventura, CA 93002



### City of Malibu, Point Dume Area Traffic Calming Study Toolkit Development, Malibu, CA



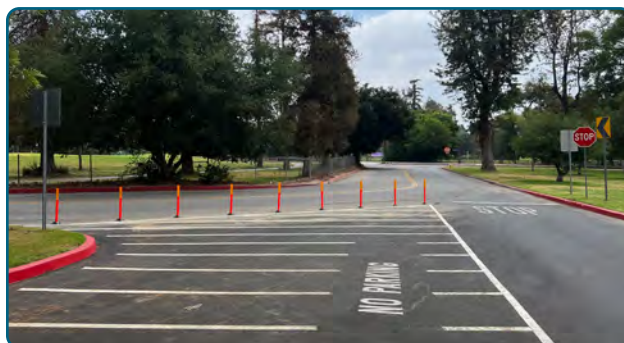
Kimley-Horn developed, and installed traffic calming measures for the Pointe Dume Neighborhood to reduce vehicle speeds, reduce cut-through traffic, and improve safety for pedestrians and bicycles. Kimley-Horn conducted a neighborhood survey to understand the resident's concerns and hosted four public workshops to discuss solutions with the neighborhood. The project installed speed humps in select locations coordinated with the Fire Chief. Speed limits were reduced in multiple locations citing residential districts and speed feedback signs were installed. Edgeline striping was installed in areas where on-street parking was encroaching into the travel way. This project was completed on time and within budget.

**Team Members:** Sri Chakravarthy, Rossina Chichiri, Laura Forinash



**Client Reference:** Rob DuBoux, Esq., P.E., Public Works Director/City Engineer at City of Malibu 310.456.2489 ext. 339  
[rdubox@malibucity.org](mailto:rdubox@malibucity.org) | 23825 Stuart Ranch Road, Malibu, CA 90265

### City of Los Angeles, Griffith Park Safety and Active Transportation Improvements Project, Los Angeles, CA



Kimley-Horn assisted the Los Angeles Department of Recreation and Parks to conduct an engineering assessment of Crystal Springs Drive and Griffith Park Drive in Griffith Park, the largest municipal park in the City of Los Angeles. The project included an evaluating of existing conditions on the study roadways and preparing recommendations to reduce cut-through traffic, calm traffic, and improve safety for all road users. Kimley-Horn prepared conceptual plans for short-term, mid-term, and long-term improvements. Recommended improvements included Class II and Class IV bicycle facilities, crosswalk improvements, reduction in curb radii at intersections, and speed humps. Kimley-Horn presented the recommendations to several groups of stakeholders and participated in community engagement workshops. As part of the project, ridership data was obtained from LA Metro and need to consolidate/remove bus stops was assessed. Kimley-Horn also provided construction support for all aspects of the project, including the conversion of Griffith Park Drive to an active transportation roadway. This project was completed on time and within budget.

**Team Members:** Sowmya Chandrasekhar, Matt Stewart, Justin Gatza



**Client Reference:** Tracy James, Special Projects for Griffith Region Park Services at City of Los Angeles, Department of Recreation and Parks 323.661.9465 | [tracy.james@lacity.org](mailto:tracy.james@lacity.org) | 4800 Crystal Springs Drive, Los Angeles, CA 90027

**Engineering Services for a Traffic Calming Toolkit****City of Newport Beach, Newport Heights Neighborhood Study, Newport Beach, CA**

The Newport Heights area of Newport Beach is a residential area that is home to three schools within the Newport-Mesa Unified School District (Newport Heights Elementary, Ensign Intermediate School, and Newport Harbor High School). At the beginning and end of each school day, the neighborhood streets experience a heavy concentration of students and parents associated with each school. The City of Newport Beach retained Kimley-Horn to evaluate the school-related traffic flows to and from the schools as well as the current drop-off/pick-up operations. Pedestrian, bicycle, and radar speed survey data were collected. Kimley-Horn also conducted a neighborhood parking analysis, sight distance analysis at side streets along 15th Street, and school signage inventory for each school. Recommended measures were provided to consider for implementation. Kimley-Horn also created info-graphics for public outreach and City Council meetings. This project was completed on time and within budget.

**Team Members:** Tim Chan



**Client Reference:** Brad Sommers, City Traffic Engineer at City of Newport Beach | 949.644.3326  
[bradsommers@newportbeachca.gov](mailto:bradsommers@newportbeachca.gov) | 100 Civic Center Drive, Newport Beach, CA 92660

**City of Agoura Hills, Traffic Engineering On-Call, Agoura Hills, CA**

Kimley-Horn has been providing on-call traffic engineering services to the City of Agoura Hills since 2009. Kimley-Horn staff are providing general on-call traffic engineering services, project management, staff augmentation and engineering services for a variety of infrastructure and capital improvement projects and city programs/services. The project types include oversight of all work typically required for the successful delivery of the various types of projects, intersection control studies including multi-way and traffic signal warrant analyses, conducting engineering and traffic surveys, traffic engineering investigations, traffic calming measures, field review, meeting with residents, safety studies and review of collision history at certain locations, street improvements/resurfacing/streetscape, active transportation projects, traffic signal and electrical installations, analysis and review of potential roundabout installations, plan check and site visits, traffic study reviews, Public Works maintenance projects, presenting to the Public Works Subcommittee, Planning Commission, and City Council, and roadway widening projects. Due to the high-quality services provided by Kimley-Horn, our contract was expanded to include civil engineering services. Projects have been completed on time and within budget.

**Team Members:** Laura Forinash, Sri Chakravarthy, Rossina Chichiri, Matt Stewart, Angelo Pastelin, Tiffany Barie, Sowmya Chandrasekhar, Darryl dePencier, Tim Chan



**Client Reference:** Ramiro Adeva III, P.E., Assistant City Manager at City of Agoura Hills | 818.597.7353  
[radeva@agourahillscity.org](mailto:radeva@agourahillscity.org) | 30001 Ladyface Court, Agoura Hills, CA 91301

**City of Hawthorne, Traffic Engineering On-Call, Hawthorne, CA**

Kimley-Horn has been providing on-call traffic engineering services since 2022. Kimley-Horn is assisting the City in completing multiple capital improvement projects including the traffic signal design of over 15 intersections along Hawthorne Boulevard, El Segundo Boulevard, Imperial Highway, and Rosecrans Avenue. Kimley-Horn also assists the City in day-to-day traffic engineering matters including traffic calming requests, speed hump requests, traffic signal complaints, pedestrian enhancements, on-street parking inventory, all-way stop control warrants, access management for private development, and school circulation. Projects have been completed on time and within budget.

**Team Members:** Laura Forinash, Angelo Pastelin, Justin Gatza, Rossina Chichiri, Tiffany Barie, Sowmya Chandrasekhar, Sri Chakravarthy



**Client Reference:** Akbar Farokhi, Director of Public Works at City of Hawthorne | 310.349.2980  
[AFarokhi@cityofhawthorne.org](mailto:AFarokhi@cityofhawthorne.org) | 4455 West 126th Street, Hawthorne, CA 90250



### III SCOPE OF WORK AND PROJECT APPROACH

#### Project Understanding

Kimley-Horn understands that the City is seeking a qualified engineering firm to develop a traffic calming toolkit to reduce the speed of traffic and provide safer environments for pedestrians while maintaining the local character. The toolkit will provide City staff a variety of proven countermeasures to deploy based on the resident’s concerns and facility type. Providing safe facilities for all users and modes is vital to the City’s health, success, and overall livelihood of its residents. Kimley-Horn’s approach will focus on the following considerations:



#### BUILDING A COMPREHENSIVE TOOLKIT

Our goal is to create a comprehensive toolkit of proven countermeasures that addresses a range of traffic issues specific to Lomita and considers the City’s various street configurations. The toolkit will be based on the latest industry standards and refined using community and staff feedback. Lastly, the toolkit will be checked for consistency with existing programs and policies. It is critical for the toolkit to be a complete, standalone document that City staff can rely on to standardize responses to resident concerns, to aid in the selection of traffic calming measures, and to reference for the future programming of the proposed improvements.



#### LISTENING TO THE COMMUNITY

We understand the success of any project requires community input and support. While our team is local to the South Bay, the community has intimate knowledge of the local traffic issues which is critical in identifying successful solutions. The community workshops provide an environment for community members to voice their concerns as well as an opportunity for the project team to educate the public on the reasoning behind why some decisions are made or solutions not feasible. Incorporating community feedback into the toolkit provides the public with a vested interest in the safety of the City’s infrastructure, helps manage the expectations of the community, and makes certain the City receives positive feedback as they begin to implement the identified solutions.



#### APPLYING CONTEXT SENSITIVE SOLUTIONS

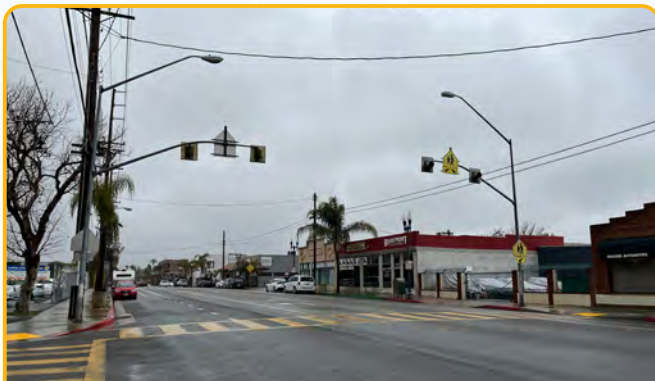
Our goal is to provide a toolkit that compliments the character and history of Lomita while providing safer environments for pedestrians, bicyclists, and vehicles. The toolkit will provide solutions to a breadth of traffic issues including vehicle speeds, cut-through traffic, collisions, pedestrian safety, and bicycle safety. The toolkit will identify what types of facilities the tools can be applied considering the roadway classification, speed limit, vehicle volume, bicycle facility type, transit route, adjacent land-uses such as schools and downtown business districts, emergency vehicle route, truck route, and roadway grade. We understand that each concern is unique; therefore, we will develop context sensitive solutions. **Exhibit 1** on the following page illustrates the variety of facility types found in Lomita along with common concerns and potential solutions.





# Engineering Services for a Traffic Calming Toolkit

## Exhibit 1 - Potential Traffic Calming Measures at Different Facility Types in Lomita



LOCATION:

Narbonne Avenue - Lomita Elementary School



FACILITY TYPE:

School crossing



POTENTIAL ISSUES:

Pedestrian safety



POTENTIAL SOLUTIONS\*:

High-intensity activated crosswalk (HAWK) beacons, pedestrian refuge island, bulbouts



LOCATION:

Narbonne Avenue



FACILITY TYPE:

Central business district



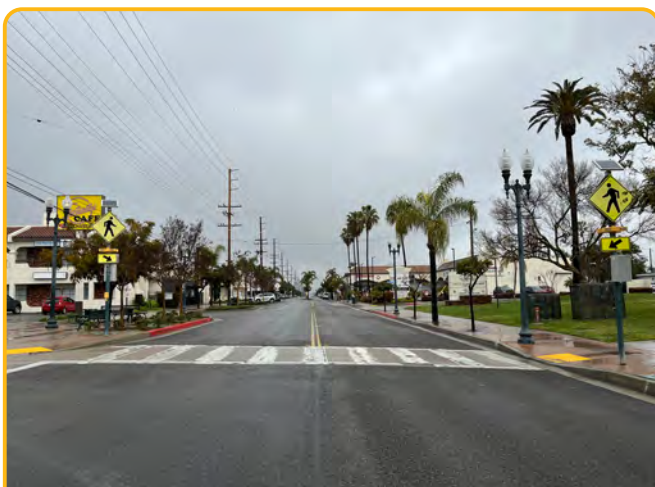
POTENTIAL ISSUES:

Pedestrian safety and vehicle speeds



POTENTIAL SOLUTIONS\*:

Leading pedestrian interval at signalized crosswalks and placemaking features such as decorative paving and landscaped medians



LOCATION:

Narbonne Avenue / 243rd Street



FACILITY TYPE:

Secondary highway



POTENTIAL ISSUES:

Pedestrian safety and vehicle speeds



POTENTIAL SOLUTIONS\*:

Bulbouts, northbound edgeline striping, and yield lines in advance of the crosswalk



LOCATION:

Eshelman Avenue



FACILITY TYPE:

Collector Street



POTENTIAL ISSUES:

Vehicle speeds and bicycle safety



POTENTIAL SOLUTIONS\*:

Reduce the width of travel lanes and add bicycle buffer

\*Potential solutions are preliminary recommendations and will be thoroughly vetted through City input, neighborhood meetings, context sensitivity, and best practices.





## Scope of Work

### **Task 1 – General Project Administration and Meetings**

Kimley-Horn will provide project management for each task detailed in this scope of services, which is assumed to be 4-5 months from notice to proceed (NTP). Management activities consist of attending meetings, creating and updating of the project schedule, budget tracking, coordination with the City, and maintaining project information, quality assurance, and project administration.

#### Task 1.1 - Meetings

A kick-off meeting will be completed upon NTP to discuss the scope of the project, present a workplan and schedule, and identify future constraints. Monthly progress meetings will be coordinated and scheduled with the City for the duration of the project, which is assumed to be 4-5 months. These progress meetings will provide opportunities for Kimley-Horn to report upon the status of the project, coordinate activities, and review schedule.

##### **Deliverables:**

- ✓ Preparation of Meeting Agendas and Meeting Notes

In addition, Kimley-Horn will participate in up to five (5) conference calls with the City, and communicate through emails and phone calls, throughout the length of the project.

#### Task 1.2 - Schedule

We will prepare an initial schedule within the first two weeks following the issuance of the NTP. The schedule will include tasks, project milestone dates, workshop events, and agency review periods for project submittals. The schedule will be monitored during the life of the project. If schedule delays occur or appear likely, Kimley-Horn will advise the City of the situation and recommend corrective actions as appropriate. The schedule will be updated monthly, or as required, to reflect changes and progress on major milestones throughout the duration of the project.

##### **Deliverables:**

- ✓ Schedule and Schedule Updates

#### Task 1.3 - Project Administration

Project files will be maintained for the duration of the project. Progress reports and billing statements will be prepared following the end of each month. Progress reports will contain work performed, project concerns and impacts, and the work anticipated for the next month. Invoices will detail the effort by team member, hours worked, task, and date of hours worked. This task includes the assistance with project correspondence, billings, and submittals.

##### **Deliverables:**

- ✓ Monthly Progress Reports and Invoices

### **Task 2 – Review Background Studies and Plans**

Kimley-Horn will review existing standards, programs, and policies that will guide the selection of the toolkit's solutions. The toolkit will be based on the latest industry standards for traffic calming, pedestrian safety, and bicycle safety. Guidance and best practices from the California Department of Transportation (Caltrans), the Federal Highway Administration (FHWA), Los Angeles County Department of Public Works, Institute of Transportation Engineers (ITE), and the National Association of City Transportation Officials (NACTO) will serve as a foundation for the City's tool kit.

#### Task 2.1 – Literature Review

The Kimley-Horn team will review four peer city plans and guidance documents to document current best practices for neighborhood traffic calming in the United States. Kimley-Horn will identify the effectiveness, implementation criteria, and advantages/disadvantages for each traffic calming method. A summary of the review will be included in the draft report in Task 4 for the City's review. Below is just a sample of the documents that will be reviewed:

- Traffic Calming Guidance Interim Memo (Caltrans)
- California Manual of Uniform Traffic Control Devices (Caltrans)
- Proven Safety Countermeasures (FHWA)
- Traffic Calming ePrimer (FHWA)
- Traffic Calming to Slow Vehicle Speeds (FHWA)
- Traffic Safety Tool Kit (LA County Department of Public Works)
- Urban Street Design Guide (NACTO)



### Task 2.2 – Policy Framework Review

Kimley-Horn will review the City's adopted plans relevant to the traffic calming toolkit. Kimley-Horn will review existing City traffic calming programs and other ordinances that may impact the implementation of traffic calming solutions. The review will include an interview with City staff to determine what challenges and opportunities exist that could favor some solutions over others. A summary of the review will be included in the draft report in Task 4 for the City's review. Below is just a sample of the documents and policies that will be reviewed:

- City of Lomita's General Plan
- City of Lomita's Bicycle and Pedestrian Master Plan
- City of Lomita's Downtown Lomita Design Manual
- City of Lomita's Municipal Code
- California Vehicle Code

### Task 2.3 – Traffic Calming Matrix

Kimley-Horn will create a matrix with traffic calming measures that were identified in Task 2.1 and found to be consistent with the existing plans and policies in Task 2.2. This matrix will include a comprehensive set of solutions that are both infrastructure and regulatory to help the City and residents choose the most locally appropriate options. The matrix will discuss each potential traffic calming measure in detail, including the typical applications, roadway classification, advantages and disadvantages, construction and maintenance costs, effectiveness, and impacts to noise and emergency vehicle access. The matrix also discusses where the potential traffic calming measures are appropriate to help determine which measures can be implemented at a particular location.

#### Deliverables:

- ✓ Draft Traffic Calming Matrix
- ✓ Final Traffic Matrix

Kimley-Horn will work with City staff to select the most appropriate measures and will continue to refine the matrix through the public workshop in Task 3 with the goal of identifying up to 15 traffic calming solutions for the City's Toolkit in Task 4.

## **Task 3 – Community Workshops/Public Meetings**

Our community engagement strategy will be integral to the success of this project. We will host two (2) community workshops where the Kimley-Horn team, in coordination with the City's Public Safety and Traffic Commission, will meet with residents to understand their traffic concerns and gather feedback on the toolkit. Our team has extensive experience in various types of community involvement, and we will work with the City to tailor our approach to the City's needs and stakeholders.

### Task 3.1 - Workshop #1 – Data Gathering

This workshop will take place following the development of the matrix in Task 2. The purpose of the workshop is to gather feedback from the community on the proposed traffic calming measures and listen to their specific concerns and traffic related issues. Kimley-Horn will provide a brief presentation of the proposed traffic calming measures in the draft matrix. The Kimley-Horn team will work with City Staff and the City's Public Safety and Traffic Commission to identify the best format to gather resident feedback. Formats could include speaker cards, surveys, roundtable discussions, interactive map activities, and prioritization activities.

### Task 3.2 - Workshop #2 – Draft Report

The project team will host a second workshop to present the draft traffic calming report developed in Task 4 to the public and the Public Safety and Traffic Commission. Kimley-Horn will summarize the feedback that was received during the first workshop and present site-specific traffic calming solutions to the public. Graphic and visual materials will be used to present the elements of the toolkit and discuss how constraints, technical findings, and community input were considered in the final recommendations for site-specific concerns. Kimley-Horn will provide conceptual designs and renderings of the proposed recommendations.

### Task 3.3 - City Council Meeting

Kimley-Horn will provide a summary of the project to City Council. The presentation will highlight how the project is consistent with the City's vision, how community feedback was incorporated into the report, and demonstrate how to implement the toolkit through project specific locations.

For all meetings the Kimley-Horn team will prepare associated materials, including agendas, sign-in sheets, presentation slideshow, and notes summarizing the meeting discussion. Handouts will also be prepared in a manner that communicates complex technical material in an easy-to-understand format, including graphics and imagery. Materials will be translated to Spanish by a member of our team who is bilingual. Real time language interpretation can be provided during the workshops.

#### Deliverables:

- ✓ Three (3) sets of Meeting Materials (handouts, agendas, sign-in sheets, presentations, notes)



In addition to the feedback through in-person meetings, Kimley-Horn can use an interactive mapping software, PublicCoordinate, which provides a interactive process to solicit feedback from the public. This tool offers enhanced capabilities such as comment input, toggling between multiple project locations and base maps, ADA web accessibility, custom branding, and survey integration. Its online platform is user-friendly, making it easy for the public to provide input and visualize what the community would look like with proposed traffic calming or infrastructure improvements

## Task 4 – Project Documentation

Task 4 will develop the documentation for the City's traffic calming toolkit that will become a guide for traffic management in the City.

### Task 4.1 – Case Studies

Following workshop #1, Kimley-Horn will identify a minimum of six (6) case study locations that will be used to demonstrate how the toolkit will be implemented. The case study locations and proposed traffic calming solutions will be based on feedback from Workshop #1. The case study locations will vary in facility type, facility user, and traffic issue. Kimley-Horn will review readily available data including Statewide Integrated Traffic Records System (SWIRTS) collision data and roadway network traffic volumes using a big-data platform, Replica. For each case study, Kimley-Horn will provide recommendations using an incremental approach as shown in Exhibit 2. These case study recommendations will be presented to the public during Workshop #2 (Task 3.2). Kimley-Horn will incorporate the feedback from Workshop #2 and finalize the case studies in for the Traffic Calming Report (Task 4.2).

### Task 4.2 – Traffic Calming Report

The Traffic Calming Report will summarize the findings of the previous tasks. The report will identify the goals and objectives of traffic calming in Lomita. The report will include a summary of the literature review and existing policy framework identified in Task 2. The report will compile the community feedback from the workshops in Task 3. The report will include the final traffic calming matrix from Task 2.3 which identifies typical applications, costs, implementation criteria, effectiveness, and advantages/disadvantages. The report will include the case study locations as examples of implementing the matrix as well as the recommended incremental approach to traffic calming. Kimley-Horn will develop a flow chart of the traffic calming process to assist City Staff. through the traffic calming processes. A defined process is recommended to standardize the responses to residents and ensure consistent implementation. This task Kimley-Horn will address up to two rounds of comments on the Draft Traffic Calming Report and Final Traffic Calming Report.

#### Deliverables:

- ✓ Draft Traffic Calming Report
- ✓ Final Traffic Calming Report





Exhibit 2 - An Incremental Approach to Traffic Calming on 262<sup>nd</sup> Street and Eshelman Avenue



\*Potential solutions are preliminary recommendations and will be thoroughly vetted through City input, neighborhood meetings, context sensitivity, and best practices.



## Quality Control/Quality Assurance

Since our founding, Kimley-Horn has aggressively pursued a commitment to quality for every task, deliverable, and service provided by the firm. We see ourselves as an extension of client staff and place tremendous emphasis on maintaining high standards of quality from the inception of a task through completion for both our work and our subconsultants' work. That's why we've developed a Quality Control/Quality Assurance (QC/QA) manual that every project manager and task manager is required to know and use. Kimley-Horn's QC/QA program is based on the philosophy that:

- **Quality is achieved** by adequate planning, coordination, supervision, and technical direction; proper definition of the job requirements and procedures; understanding the scope of services; and the use of appropriately skilled personnel performing work functions carefully
- **Quality is controlled** by assigning a manager to evaluate all work and procedures followed while providing the services
- **Quality is secured** through the careful surveillance of work activities by individuals who are not directly responsible for performing the initial efforts
- **Quality is verified** through independent reviews by a qualified staff member of the processes, procedures, documentation, supervision, technical direction, and staffing associated with the project development

Our QC/QA program will include the review of project documents and supporting data by our task managers and key staff who will direct individual tasks. Our QC/QA program will include the following procedures to help ensure quality work and on-time product delivery:

- The task manager will be responsible for being thoroughly familiar with requirements and will be given the authority to direct the project team and call upon our corporate resources, as reasonably necessary, to satisfy the project needs
- An internal "kick-off" meeting will be held with key individuals assigned to the task to clearly define the scope of services and establish the schedule
- Project meetings and decisions will be documented by a "paper trail." All documents will be supported by appropriate data that will clearly show the choices evaluated and the basis for our recommendations
- Supporting calculations, text, or data used to develop a document will be signed and dated by the individual involved when the services are performed. Additionally, telephone conversations and meetings that include or affect a project decision will be documented
- Team network review will be undertaken. Team network quality control is the day-to-day peer review that is undertaken by the project team. Documents, analyses, letters, etc., are reviewed by a team member other than the individual preparing the documents and analyses. Review of significant analyses and documents are provided by the task manager for each task. The individual completing the checking will sign and date the documents and prepare a record of the findings. The findings will be resolved by the originator of the document and checked again until corrected. Quality control review comments will be maintained in a quality assurance file. This network review will be enhanced by weekly or bimonthly full team meetings with the task manager.

## Document Control

We utilize a redundant document control system in which both hard and electronic copies of project deliverables and significant project communications are filed and tracked by project number and key words. Our streamlined electronic filing system includes records of meetings and data shared; documentation of design decisions; and data collected and/or provided by others, allowing us to quickly locate project records and respond to your requests in a timely fashion.





### Project Schedule and Workplan

Task	Description	April	May	June	July	August	September
<b>1</b>	<b>General Project Administration &amp; Meetings</b>						
1.1	Meetings	★	●	●	●	●	●
1.2	Schedule						
1.3	Project Administration						
<b>2</b>	<b>Review Background Studies and Plans</b>						
2.1	Literature Review						
2.2	Policy Framework Review						
2.3	Traffic Calming Matrix			✓	✓		
<b>3</b>	<b>Community Workshops/Public Meetings</b>						
3.1	Workshop #1			👤			
3.2	Workshop #2					👤	
3.3	City Council Meeting						👤
<b>4</b>	<b>Project Documentation</b>						
4.1	Case Studies						
4.2	Traffic Calming Report					✓	✓

★ Project Kick-Off Meeting    ● Progress Meetings    ✓ Project Submittal    👤 Public Meeting

		Kimley-Horn and Associates, Inc.									
		Laura Forinash	Sri Chakravarthy	Sowmya Chandrasekhar	Professional II	Professional I	Analyst II	Analyst I	Sr. Technical Support	Support Staff	Total Hours
Category/Title	Name	Project Manager/ Professional II	Principal-in-Charge/ Sr. Professional II	QA/QC/ Sr. Professional I							
<b>Task 1</b>	<b>General Project Administration &amp; Meetings</b>	9	3		4	4				5	25
1.1	Meetings	5	1		2	2					10
1.2	Schedule	2	1		2	2					7
1.3	Project Administration	2	1							5	8
<b>Task 2</b>	<b>Review Background Studies and Plans</b>	14		9	30			65			118
2.1	Literature Review	2		2	5			25			34
2.2	Policy Framework Review	2		2	10			10			24
2.3	Traffic Calming Matrix	10		5	15			30			60
<b>Task 3</b>	<b>Community Workshops/Public Meetings</b>	15	3		15	30			15		78
3.1	Workshop #1	5	1		5	10			5		26
3.2	Workshop #2	5	1		5	10			5		26
3.3	City Council Meeting	5	1		5	10			5		26
<b>Task 4</b>	<b>Project Documentation</b>	17		13		35	60		10	5	140
4.1	Case Studies	2		3		5	10		10		30
4.2	Traffic Calming Report	15		10		30	50			5	110
	<b>TOTAL HOURS</b>	55	6	22	49	69	60	65	25	10	361



## IV FEE PROPOSAL IN SEPARATE EMAIL

Per the City's RFP, we have submitted our fee proposal in a separate email, clearly marked with the following subject line: **Fee Proposal for: Traffic Calming Toolkit**. We welcome the opportunity to discuss our fee with the City and are flexible to adjustments and refinements as necessary to better accommodate your needs on this project.





## APPENDICES

### Appendix 1. Exceptions to the Contract

Kimley-Horn had reviewed the sample Attachment B Professional Services Agreement and requests the following modification:

#### **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 **to the extent** arising out of, **pertaining to or relating to or in connection with** CONTRACTOR's **negligence, recklessness or willful misconduct in the** 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 or 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. **Notwithstanding any other provision of this Agreement, in no event shall the cost to defend charged to Consultant exceed the Consultant's proportionate percentage of fault.**





## Appendix 2. Resumes



### Laura Forinash, P.E., T.E.

*Role on Project:* Project Manager

*Title in Firm:* Associate

Laura is a professional civil and traffic engineer with over a **decade** of traffic operations and transportation engineering experience ranging from small design projects and task orders to large design-build environments and City Traffic Engineer roles. Her background encompasses traffic analysis, neighborhood traffic calming studies, and transportation planning. Laura's key areas of specialty include extensive knowledge of the Highway Capacity Manual (HCM) and Manual on Uniform Traffic Control Devices (MUTCD) methodologies; microsimulation knowledge using VISSIM, SimTraffic, and ALPS, traffic calming/context sensitive solutions, traffic signal warrants, signal design and plan presentation, and signal timing and optimization (SYNCHRO). Prior to joining Kimley-Horn, Laura served as technical lead for multimodal microsimulation models, traffic studies, and signing and marking design. Laura is proficient in Microstation.

#### Professional Credentials

- › Master of Science, Civil Engineering, Georgia Institute of Technology
- › Bachelor of Science, Civil Engineering, Georgia Institute of Technology
- › Professional Civil Engineer in California #93146
- › Professional Traffic Engineer in California #2818

### Relevant Experience

- › **City of Laguna Niguel, Traffic Manual and Neighborhood Traffic Management, Laguna Niguel, CA** – Project Manager
- › **City of Malibu, Point Dume Area Traffic Calming Study Toolkit Development, Malibu, CA** – Project Engineer
- › **City of Agoura Hills, Various Traffic Calming Tasks - On-Call Traffic Engineering Services, Agoura Hills, CA** – Project Manager
- › **City of Hawthorne, Various Traffic Calming Tasks - Traffic Engineering On-Call, Hawthorne, CA** – Project Manager
- › **City of Malibu, Various Traffic Calming Tasks - On-Call Civil and Traffic Engineering Services, Malibu CA** – Project Engineer
- › **City of Ventura, Sustainable Transportation Infrastructure and Transportation Related Amenities, Civil Engineering Design Services, Ventura, CA** – Project Manager
- › **City of Diamond Bar, Neighborhood Traffic Management Plan (NTMP), Diamond Bar, CA** – Project Engineer
- › **City of Agoura Hills, Local Roadway Safety Plan, Agoura Hills, CA** – Project Manager
- › **City of Agoura Hills, SB 743 Implementation, Agoura Hills, CA** – Project Engineer
- › **City of Agoura Hills, Kanan Road/Agoura Road Ultimate Intersection Improvements Project, Agoura Hills, CA** – Project Engineer
- › **City of Agoura Hills, Kanan Road Traffic Study, Agoura Hills, CA** – Project Engineer
- › **City of Malibu, PCH (Route 1) Mobility Improvements at Various Locations, Malibu, CA** – Project Engineer
- › **City of Oxnard, Fifth Street and Rice Avenue Grade Separation PS&E, Oxnard, CA** – Project Engineer
- › **City of Moorpark, Los Angeles Avenue Traffic Study, Moorpark, CA** – Project Engineer
- › **City of Laguna Niguel, On-Call Traffic Engineering Services, Laguna Niguel, CA** – Project Manager



## Sri Chakravarthy, P.E., T.E.

**Role on Project:** *Principal-in-Charge*

**Title in Firm:** *Vice President/Senior Associate*

Sri has more than **19 years** of traffic engineering experience. Since beginning his career with Los Angeles County prior to joining Kimley-Horn,

Sri has participated in a wide variety of transportation planning, traffic calming, and on-call traffic engineering services. His project management experience includes neighborhood traffic calming studies, corridor planning, signal justification studies, site-specific traffic circulation, safety studies, traffic signal design, and traffic impact studies.

### Relevant Experience

- **City of Lancaster, Safe Routes to School Plan, Lancaster, CA** – Principal-In Charge
- **City of Bakersfield, Neighborhood Traffic Calming Program, Bakersfield, CA** – Project Engineer
- **City of Ventura, Sustainable Transportation Infrastructure, and Transportation Related Amenities, Civil Design Services, Ventura, CA** – Project Manager
- **City of Malibu, Point Dume Area Traffic Calming Study Toolkit Development, Malibu, CA** – Project Manager
- **City of Agoura Hills, Various Traffic Calming Tasks - On-Call Traffic Engineering Services, Agoura Hills, CA** – Contract Manager
- **City of Hawthorne, Various Traffic Calming Tasks - Traffic Engineering On-Call, Hawthorne, CA** – Principal-in-Charge
- **City of Malibu, Various Traffic Calming Tasks - On-Call Civil and Traffic Engineering Services, Malibu CA** – Contract Manager
- **City of Los Angeles, Griffith Park Traffic Calming Improvements, Los Angeles, CA** – Principal-In Charge
- **City of Simi Valley, Local Road Safety Plan, Simi Valley, CA** – Project Manager
- **City of Lancaster, Master Plan of Complete Streets (MPCS), Lancaster, CA** – Project Manager
- **City of Santa Monica, Bicknell Avenue Green Street/Complete Street, Santa Monica, CA** – Project Engineer
- **City of Santa Monica, Ocean Park Boulevard Complete Green Street Project, Santa Monica, CA** – Project Engineer
- **City of Whittier, Whittier Boulevard Industrial Area Specific Plan, Whittier, CA** – Traffic Engineer
- **City of Malibu, PCH (Route 1) Mobility Improvements at Various Locations, Malibu, CA** – Project Manager
- **City of Agoura Hills, Agoura Road Widening (Complete Streets), Agoura Hills, CA** – Project Engineer
- **City of Agoura Hills, Agoura Village Specific Plan Implementation Review, Agoura Hills, CA** – Traffic Engineer
- **City of Calabasas, Mulholland Highway Traffic Calming, Right Sizing Improvements, Calabasas, CA** – Project Engineer
- **City of Thousand Oaks, Hillcrest Drive Class II Bike Lane Evaluation, Thousand Oaks, CA** – Project Engineer
- **City of Oxnard, Oxnard Boulevard and Saviers Road Signal Improvements, Oxnard, CA** – Project Manager

### Professional Credentials

- Master of Science, Civil Engineering, Louisiana State University
- Bachelor of Science, Civil Engineering, Kakatiya University
- Professional Civil Engineer in California #73629
- Professional Traffic Engineer in California #2531

### Professional Affiliations

- Institute of Transportation Engineers (ITE), Past President
- City Traffic Engineers, Past Chair

**Sowmya Chandrasekhar, P.E., T.E., PTOE***Role on Project: QC/QA Manager**Title in Firm: Associate*

Sowmya brings over **15 years** of professional experience as a transportation engineer. She is experienced in corridor operational analyses, traffic impact analyses, traffic signal designs, illumination designs, temporary/permanent traffic control plans, traffic control warrant analyses, parking studies, pedestrian studies, crash analyses, and innovative intersection improvements. She has provided support for the development of transportation simulation models, preparation of grant applications, and review of connected vehicle applications for agencies.

**Relevant Experience**

- **City of Lancaster, Safe Routes to School Master Plan, Lancaster, CA** – Project Manager
- **City of Bakersfield, Neighborhood Traffic Calming Program, Bakersfield, CA** – Project Engineer
- **City of Los Angeles, Griffith Park Safety and Active Transportation Improvements Project, Los Angeles, CA** – Project Manager
- **City of Agoura Hills, Various Traffic Calming Tasks - On-Call Traffic Engineering Services, Agoura Hills, CA** – Project Engineer
- **City of Hawthorne, Various Traffic Calming Tasks - Traffic Engineering On-Call, Hawthorne, CA** – Project Engineer
- **City of Malibu, Various Traffic Calming Tasks - On-Call Civil and Traffic Engineering Services, Malibu CA** – Project Engineer
- **City of Diamond Bar, On-Call Civil and Traffic Engineering Services, Diamond Bar, CA** – Project Manager
- **City of Diamond Bar, Neighborhood Traffic Management Plan (NTMP) on North Del Sol Lane and Highland Valley Road, Diamond Bar, CA** – Project Manager
- **City of Lancaster, Local Road Safety Plan, Lancaster, CA** – Project Manager
- **City of Lancaster, Multi-Year Traffic Engineering, Planning, and Related Professional Services, Lancaster, CA** – Senior Project Engineer
- **City of Lancaster, Pedestrian Gap Closures and Street Lighting, Lancaster, CA** – Senior Project Engineer
- **City of Lancaster, Health District Street Improvements and Street Lighting, Lancaster, CA** – Senior Project Engineer
- **City of Lancaster, Avenue L/SR 14 (SR 138) Interchange PA&ED, Lancaster, CA** – Senior Project Engineer
- **City of Lancaster, Avenue M Interchange Improvements PS&E, Lancaster, CA** – Senior Project Engineer
- **City of Malibu, Pacific Coast Highway (PCH) Signal System Improvements Project, Malibu, CA** – Senior Project Engineer
- **City of Norwalk, Norwalk Boulevard Traffic Signal and Interconnect Improvements, Norwalk, CA** – Senior Project Engineer
- **City of South Gate, As-Needed Engineering Services, South Gate, CA** – Senior Project Engineer
- **City of Cerritos, Del Amo Boulevard Phase I, Cerritos, CA** – Senior Project Engineer
- **City of Alhambra, 710 North Arterial and I-10 Interchange Improvements at I-10/Fremont Avenue, I-10/Atlantic Boulevard, and I-10/Garfield Avenue, Alhambra, CA** – Senior Project Engineer
- **City of Laguna Niguel, Rancho Niguel Road Traffic Study, Laguna Niguel, CA** – Senior Project Engineer
- **City of Rancho Cucamonga, Rochester Avenue Pavement Rehabilitation (Base Line Road to Highland Avenue; 6th Street to Arrow Route), Rancho Cucamonga, CA** – Senior Project Engineer
- **LA Metro, North Hollywood to Pasadena BRT Planning and Environmental Study, Los Angeles to Pasadena, CA** – Senior Project Engineer
- **OCTA, Santa Ana Transit Cooperative Study, Santa Ana, CA** – Senior Project Engineer
- **OCTA, Traffic Signal Synchronization Master Plan Update, Orange County, CA** – Project Engineer

**Professional Credentials**

- Master of Science, Civil Engineering, Missouri University of Science & Technology
- Bachelor of Science, Civil Engineering, Visvesvaraya National Institute of Technology, India
- Professional Engineer in California #83100
- Professional Traffic Engineer in California #2760
- Professional Traffic Operations Engineer #3323

**Professional Affiliations**

- Institute of Transportation Engineers (ITE), Member
- Orange County Traffic Engineering Council (OCTEC), Member

**Engineering Services for a Traffic Calming Toolkit****Tim Chan, P.E.***Role on Project: Background Research**Title in Firm: Senior Professional I*

Tim has **11 years** of experience in transportation planning and traffic engineering design. His traffic engineering experience includes

preparing traffic signal design, signing and striping, streetlight, traffic control, and interconnect plans. Tim has conducted and managed the field investigation and design tasks on numerous projects. His attention to detail and knowledge of field conditions has translated into successful designs and constructible plans. Additionally, he has worked with public and private sector clients on a variety of traffic impact studies, transportation analyses, and parking evaluations throughout the Southern California region. Tim is experienced in a wide range of transportation-related software packages, including Synchro, SimTraffic, Traffix, and Vistro, and is knowledgeable of planning and design standards for local and state agencies.

**Professional Credentials**

- › Bachelor of Science, Civil Engineering, California Polytechnic University, Pomona
- › Professional Engineer in California #85687

**Relevant Experience**

- › **City of Newport Beach, Newport Heights Neighborhood Study, Newport Beach, CA** – Project Engineer
- › **City of Agoura Hills, Various Traffic Calming Tasks - On-Call Traffic Engineering Services, Agoura Hills, CA** – Project Engineer
- › **City of Newport Beach, East Coast Highway Signal Rehabilitation Design, Newport Beach, CA** – Project Engineer
- › **City of Newport Beach, Streetlight Improvement, Newport Beach, CA** – Project Engineer
- › **Los Angeles County, Woodruff Avenue Traffic Signal Synchronization Project, Various Cities in Los Angeles County, CA** – Project Engineer
- › **City of Industry, Fullerton Road Grade Separation, Industry, CA** – Project Engineer
- › **City of Anaheim, Euclid Street Offsite Improvements, Anaheim, CA** – Project Engineer
- › **City of Anaheim, On-Call Traffic Engineering Service, Anaheim, CA** – Project Engineer
- › **City of Anaheim, Gene Autry Way Widening, Anaheim, CA** – Design Engineer
- › **City of Orange, Glassell Street Left Turn Signal Improvements (HSIP), Orange, CA** – Design Engineer
- › **City of Orange, Glassell Street and Palmyra Avenue Traffic Signal Improvements (HSIP), Orange, CA** – Design Engineer
- › **City of Burbank, Midtown Commercial Corridor Signal Improvements (28 intersections), Burbank, CA** – Project Engineer
- › **City of Irvine, Sand Canyon Avenue at Hoag Irvine Traffic Signal Modification, Irvine, CA** – Project Engineer
- › **City of Eastvale, Traffic Signal Dilemma Zone Detection and Mitigation (HSIP), Eastvale, CA** – Project Engineer
- › **City of Jurupa Valley, Flashing Yellow Arrow Signal Modifications - 10 Intersections, Jurupa Valley, CA** – Project Engineer
- › **City of Jurupa Valley, Pedley Road at Jurupa Road Intersection Improvements, Jurupa Valley, CA** – Project Engineer
- › **City of Rancho Mirage, Traffic Signal Interconnect Improvements (HSIP), Rancho Mirage, CA** – Project Engineer

**Engineering Services for a Traffic Calming Toolkit****Darryl dePencier, AICP, GISP, RSP<sub>2B</sub>***Role on Project: Outreach**Title in Firm: Associate*Darryl has been conducting transportation safety for more than **15 years**.

His focus is multimodal transportation planning and system development

including neighborhood traffic calming, transit accessibility, bicycle and pedestrian mobility, traffic safety, and sustainability. His experience ranges from statewide assessment and policy advising, regional support for long range transportation planning, and local goals and priority setting. He builds plans to be accessible for the public and decision-makers, using a robust analytical framework founded in defensible data science. Darryl is experienced working with the public to provide education on transportation planning opportunities and trade-offs, building consensus and incorporating feedback with the empirical findings to achieve a plan that is both data driven and community based.

**Professional Credentials**

- Master of Science, Urban Spatial Analytics, University of Pennsylvania
- Bachelor of Arts, Geography, Carleton University, Ottawa
- Certificate, Geographic Information Systems, Algonquin College, Ottawa
- American Institute of Certified Planners #026552
- Geographic Information Systems Professional #59317
- Road Safety Professional 2 Behavioral (RSP2) #17

**Relevant Experience**

- **City of Lancaster, Safe Routes to School (SRTS) Master Plan, Lancaster, CA** – Project Planner
- **City of Bakersfield, Neighborhood Traffic Calming Program, Bakersfield, CA** – Project Manager
- **City of Agoura Hills, Various Traffic Calming Tasks - On-Call Traffic Engineering Services, Agoura Hills, CA** – Project Planner
- **City of Seal Beach, LRSP, Seal Beach, CA** – Project Planner
- **City of Moreno Valley Bicycle and Pedestrian Safety Audits, Moreno Valley, CA** – Project Planner
- **City of Anaheim, LRSP, Anaheim, CA** – Project Planner
- **County of Ventura, Local Road Safety Plan, Ventura County, CA** – Project Manager
- **City of Ventura, SSAR, Ventura, CA** – Project Manager
- **City of Corona, Development of LRSP, Corona, CA** – Lead Project Planner
- **City of Eastvale, SSAR Eastvale, CA** – Project Manager
- **City of Lancaster, SSARP, Lancaster, CA** – Project Manager
- **City of Simi Valley, LRSP, Simi Valley, CA** – Project Planner
- **City of Santa Clarita, SSAR, Santa Clarita, CA** – Project Planner
- **Caltrans, SHSP, Statewide, CA** – Project Planner
- **Caltrans, Safety Performance Measurement Baseline and Dashboard, Statewide, CA** – Project Planner
- **City of Goleta, Traffic Safety Study for the SSAR, Goleta, CA** – Project Planner
- **City of Goleta, LRSP, Goleta, CA** – Project Planner
- **County of San Benito Unified LRSP, San Benito County, CA** – Project Manager
- **County of San Joaquin, SSAR, San Joaquin County, CA** – Project Planner
- **City of Perris, LRSP, Perris, CA** – Project Manager
- **City of Menifee LRSP, Menifee, CA** – Project Manager
- **City of Palm Desert, LRSP, Palm Desert, CA** – Project Planner
- **City of Palmdale, Sustainable Transportation Plan, Palmdale, CA** – Project Manager
- **City of Imperial Beach, LRSP, Imperial Beach, CA** – Project Planner
- **County of Imperial, SSAR for Varied Roadways, Imperial County, CA** – Project Planner
- **City of Artesia, LRSP, Artesia, CA** – Project Manager
- **City of La Quinta, SSAR, La Quinta, CA** – Project Planner

**Matt Stewart, P.E.***Role on Project: Toolkit/Documentation**Title in Firm: Professional I*

Matt has experience in traffic engineering, transportation planning, and traffic safety analysis. His specialties include traffic signal operations and design, on-call traffic engineering, traffic impact analysis, and parking analysis. Most recently, he worked on two traffic signal synchronization projects in Orange County, specifically Barranca TSSP in Irvine, Santa Ana, and Fountain Valley, and Aliso Creek TSSP in the cities of Laguna Woods, Aliso Viejo, and Laguna Niguel. Matt has experience in data collection and field review, traffic signal timing optimization, traffic management center (TMC) and controller cabinet timing implementation, fine-tuning, and corridor before and after studies.

**Professional Credentials**

- › Master of Science in Civil Engineering, University of California, Berkeley
- › Bachelor of Science, Civil and Environmental Engineering, University of California, Los Angeles
- › Professional Engineer in California #90465

**Relevant Experience**

- › **City of Laguna Niguel, Traffic Manual and Neighborhood Traffic Management, Laguna Niguel, CA** – Project Engineer
- › **City of Ventura, Sustainable Transportation Infrastructure and Transportation Related Amenities, Civil Engineering Design Services, Ventura, CA** – Project Engineer
- › **City of Los Angeles, Griffith Park Safety and Active Transportation Improvements Project, Los Angeles, CA** – Project Engineer
- › **City of Agoura Hills, Various Traffic Calming Tasks - On-Call Traffic Engineering Services, Agoura Hills, CA** – Project Engineer
- › **City of Agoura Hills, Traffic Signal Design at Thousand Oaks Boulevard/Argos Street, Agoura Hills, CA** – Analyst
- › **City of Malibu, Various Traffic Calming Tasks - On-Call Civil and Traffic Engineering Services, Malibu CA** – Project Engineer
- › **City of Malibu, Pacific Coast Highway Signal System Improvements Project, Malibu, CA** – Analyst
- › **City of Malibu, Pacific Coast Highway Mobility Improvements at Various Locations, Malibu, CA** – Analyst
- › **City of South Gate, As-Needed Engineering Services, South Gate, CA** – Assistant Traffic Engineer
- › **OCTA, Aliso Creek Road Traffic Signal Synchronization Program, Multiple Cities, CA** – Analyst
- › **OCTA, El Toro Road Regional Traffic Signal Synchronization Project, Orange County, CA** – Analyst
- › **OCTA, Chapman Avenue Traffic Signal Synchronization Program, Multiple Cities, CA** – Analyst
- › **City of Irvine, Barranca Parkway Regional Traffic Signal Synchronization Program, Irvine, CA** – Analyst
- › **City of Los Angeles, Consolidated Rent-A-Car Off-Site Traffic Signal and Signing and Striping Improvements, Los Angeles, CA** – Analyst
- › **City of Santa Clarita, ITS Multi-Phase Improvements, Santa Clarita, CA** – Project Engineer
- › **City of Oxnard, Landing at Riverpark Traffic Signal Design, Oxnard, CA** – Analyst
- › **City of Rancho Mirage, Design of Traffic Signal Interconnect Improvements City Projects, Rancho Mirage, CA** – Analyst
- › **City of Lancaster, Lancaster Health District Traffic Impact Analysis and Signing and Striping and Traffic Signal Plans, Lancaster, CA** – Analyst

**Engineering Services for a Traffic Calming Toolkit****Justin Gatza, P.E.***Role on Project: Toolkit/Documentation**Title in Firm: Professional II*

Justin brings over **12 years** of professional civil engineering experience leading and supporting the planning, design, and construction of numerous public works facilities throughout Southern California. His experience spans a wide range of areas, including roadway geometrics, pavement rehabilitation, complete streets and active transportation, traffic calming, pedestrian and bicycle safety and accessibility, water, sewer and storm drain replacements, stage construction and traffic control, traffic signing/stripping, and construction support. Justin has prior experience working in the public sector as a project manager, which has given him a dual perspective on administrating and managing project. Justin also has extensive experience with Caltrans District 7, including encroachment permitting, federal funding administration through local assistance, and full design oversight related to the preparation of PSRPDS, PA/ED, and PS&E documents.

**Professional Credentials**

- Bachelor of Science, Civil Engineering, California State Polytechnic University, Pomona
- Professional Engineer in California #83496

**Professional Affiliations**

- American Society of Civil Engineers (ASCE), Member

**Relevant Experience**

- **City of Los Angeles, Griffith Park Safety and Active Transportation Improvements Project, Los Angeles, CA** – Project Engineer
- **City of Hawthorne, Various Traffic Calming Tasks - Traffic Engineering On-Call, Hawthorne, CA** – Civil/Roadway Lead
- **City of Alhambra, 710 North Arterial/I-10 Interchange Improvement Concepts, Alhambra, CA** – Deputy Project Manager
- **City of Camarillo, Pleasant Valley Road Bike Lanes PA&ED and PS&E, Camarillo, CA** – QC/QA
- **City of Los Angeles, Broadway-Manchester Active Transportation Equity Project, Los Angeles, CA** – QC/QA
- **City of Lancaster, On-Call Roadway and Structures; Traffic Engineering; and Drainage, Hydrology, and Hydraulic Engineering, Lancaster, CA** – QC/QA
- **City of Agoura Hills, Agoura Road Widening Project, Agoura Hills, CA** – Project Engineer
- **City of Camarillo, Santa Rosa Road Widening Camarillo, CA** – Project Engineer
- **City of Torrance, Crenshaw Boulevard Rehabilitation (182nd Street to Redondo Beach Boulevard), I-147, Torrance, CA** – Project Manager\*
- **City of Torrance, Sepulveda Boulevard Rehabilitation (Hawthorne Boulevard to Western Avenue), I-172, Torrance, CA** – Project Manager\*
- **City of Torrance, Anza Avenue Rehabilitation (Sepulveda Boulevard to Del Amo Boulevard), I-144, Torrance, CA** – Project Manager\*
- **City of Torrance, Residential Street Rehabilitation (Area A), I-94, Torrance, CA** – Project Manager\*
- **City of Torrance, Downtown Torrance Active Transportation Improvements, I-135, Torrance, CA** – Project Manager\*
- **City of Torrance, Torrance School Safety and Accessibility Program, I-188, Torrance, CA** – Project Manager\*
- **City of Torrance, Del Amo 5 Relief Sewer (Hawthorne Boulevard), I-76, Torrance, CA** – Project Manager\*
- **City of Torrance, Water Main Replacement (242nd Street, Hawthorne Boulevard, Crenshaw Boulevard), I-153, Torrance, CA** – Project Manager\*

*\*Performed prior to joining Kimley-Horn*

**Tiffany Barie, EIT***Role on Project: Background Research**Title in Firm: Analyst I*

Tiffany has experience in traffic engineering and transportation planning. Her experience includes conducting before/after studies and traffic signal timing and synchronization. She has worked with ATMS such as Econolite's

Centracs and Siemens' Tactics and has assisted in network configuration using Etherwan switches. Her experience also includes working with ASC/3 and SEPAC softwares, 2070 traffic controllers, CCTV cameras, changeable message signs, and video detection. Tiffany has conducted before/after studies and developed optimized signal timing plans for corridor analyses and traffic signal synchronization projects along Aliso Creek Road and Barranca Parkway in Orange County. Most recently, Tiffany has provided support for multiple on-call services, including the development of signal warrants, bicycle lane conceptual plans, corridor analyses, and traffic calming measures.

**Professional Credentials**

- › Bachelor of Science, Civil Engineering, California State University, Long Beach
- › Engineer-in-Training #173650

**Relevant Experience**

- › **City of Laguna Niguel, Traffic Manual and Neighborhood Traffic Management, Laguna Niguel, CA** – Analyst
- › **City of Agoura Hills, Various Traffic Calming Tasks - On-Call Traffic Engineering Services, Agoura Hills, CA** – Analyst
- › **City of Hawthorne, Various Traffic Calming Tasks - Traffic Engineering On-Call, Hawthorne, CA** – Analyst
- › **City of Irvine, Barranca Parkway Regional Traffic Signal Synchronization Project, Orange County, CA** – Analyst
- › **City of Laguna Niguel, On-Call Traffic Engineering Services, Laguna Niguel, CA** – Analyst
- › **City of Laguna Niguel, Travel Time Study, Laguna Niguel, CA** – Analyst
- › **City of Malibu, Various Traffic Calming Tasks - On-Call Civil and Traffic Engineering Services, Malibu CA** – Analyst
- › **OCTA, Aliso Creek Road Regional Traffic Signal Synchronization Project, Orange County, CA** – Analyst
- › **OCTA, El Toro Road Regional Traffic Signal Synchronization Project, Orange County, CA** – Analyst
- › **City of Anaheim, Traffic Management Center (TMC) Daily and Special Event Staffing, Anaheim, CA** – Intern\*

*\*Performed prior to joining Kimley-Horn*



**Kyle McGowan, AICP***Role on Project: Outreach**Title in Firm: Professional II*

Kyle has more than **seven years** of experience in the traffic safety field. His experience providing engineering design support includes crash

and roadway analyses, document review, and data collection. Kyle has also been involved in the implementation of Goods Movement, Connected Vehicle, and Integrated Corridor Management (ICM) projects in Southern California, where he utilized ArcGIS and design skills to prepare reports and maps of ITS infrastructure improvements. He is proficient with Synchro, Adobe Creative Suite, and SPSS.

**Professional Credentials**

- › Master of Urban Planning, University of Southern California
- › Bachelor of Science, Urban and Regional Planning, University of Arizona
- › American Institute of Certified Planners #33483

**Relevant Experience**

- › **City of Lancaster, Safe Routes to School (SRTS) Master Plan, Lancaster, CA** – Project Planner
- › **City of Bakersfield, Neighborhood Traffic Calming Program, Bakersfield, CA** – Project Planner
- › **City of Compton LRSP, Compton, CA** – Project Manager
- › **City of Seal Beach, LRSP, Seal Beach, CA** – Analyst
- › **City of Anaheim, LRSP, Anaheim, CA** – Project Planner
- › **City of Costa Mesa, LRSP, Costa Mesa, CA** – Project Planner
- › **City of Chino, LRSP, Chino, CA** – Project Manager
- › **City of Chino, Citywide E&TS, Chino, CA** – Project Manager
- › **City of Chino, On-Call Traffic Engineering, Chino, CA** – Analyst
- › **City of Culver City, On-Call Traffic Engineering Services, Culver City, CA** – Analyst
- › **City of Downey, On-Call Traffic Engineering Services, Downey, CA** – Analyst
- › **City of Santa Clarita, ITS Phase VII, Santa Clarita, CA** – Analyst
- › **City of Palm Desert, Traffic Operations On-Call, Palm Desert, CA** – Analyst
- › **City of Palm Springs, TMC Troubleshooting and Timing Plan Review, Palm Springs, CA** – Deputy Project Manager
- › **City of Goleta, Traffic Safety Study for the SSARP/LRSP, Goleta, CA** – Analyst
- › **City of Corona, Development of LRSP, Corona, CA** – Project Planner
- › **City of Eastvale, SSAR, Eastvale, CA** – Analyst
- › **City of Perris, LRSP, Perris, CA** – Analyst
- › **City of Monterey Park, LRSP, Monterey Park, CA** – Project Manager
- › **City of Santa Clarita, SSAR, Santa Clarita, CA** – Analyst
- › **City of Santa Clarita, LRSP, Santa Clarita, CA** – Analyst
- › **City of Palm Desert, LRSP, Palm Desert, CA** – Analyst
- › **County of Imperial, SSAR for Varied Roadways, Imperial County, CA** – Analyst
- › **City of Indio, LRSP, Indio, CA** – Analyst
- › **County of Mono, SSAR, Mono County, NV** – Analyst
- › **LA Metro, Arterial ITS Inventory Tool Expansion (ITS First), Los Angeles County, CA** – Analyst
- › **LA Metro, Los Angeles County Regional ITS Architecture (RITSA) Update, Los Angeles, CA** – Analyst
- › **San Diego Association of Governments (SANDAG), San Diego and Western Riverside Counties Regional Park and Ride Strategy, San Diego/Western, Riverside, CA** – Analyst

**Rossina Chichiri***Role on Project: Outreach**Title in Firm: Senior Technical Support*

Rossina has more than **23 years** of experience as a transportation analyst. In her role, Rossina has gained extensive experience in signal synchronization timing (over 450 intersections) and local intersection timing plans. In addition to signal design, Rossina has experience with BI Trans and Econolite Systems. Rossina is also fluent in Spanish and has experience in conducting public outreach and providing translation/interpretation services

**Professional Credentials**

- › Associate of Arts, Business Administration/Liberal Arts, Mexico City

**Relevant Experience**

- › **City of Bakersfield, Neighborhood Traffic Calming Program, Bakersfield, CA** – Analyst/Translation Support
- › **City of Malibu, Point Dume Area Traffic Calming Study Toolkit Development, Malibu, CA** – Analyst
- › **City of Agoura Hills, Various Traffic Calming Tasks - On-Call Traffic Engineering Services, Agoura Hills, CA** – Analyst
- › **City of Hawthorne, Various Traffic Calming Tasks - Traffic Engineering On-Call, Hawthorne, CA** – Analyst
- › **City of Diamond Bar, Neighborhood Traffic Management Plan (NTMP) on North Del Sol Lane and Highland Valley Road, Diamond Bar, CA** – Analyst
- › **City of Anaheim, Anaheim Housing Element, Anaheim, CA** – Analyst/Translation Support
- › **San Gabriel Valley Council of Governments (SGVCOG), Active Transportation Program Grant Writing and Public Outreach Services, Irwindale, CA** – Analyst/Translation Support
- › **City of Los Angeles BOE, Broadway-Manchester Active Transportation Equity Project, Los Angeles, CA** – Analyst
- › **City of Orange, 2021-2029 Housing Element Update, Orange, CA** – Outreach and Engagement
- › **City of Chino, 2021-2029 Housing Element Update, Chino, CA** – Outreach and Engagement/Translation Support
- › **City of Pico Rivera, Housing Element Update, Pico Rivera, CA** – Outreach and Engagement/Translation Support
- › **City of Solana Beach, Housing and Safety Element Update and Environmental Assessment, Solana Beach, CA** – Outreach and Engagement
- › **City of Rancho Cucamonga, Traffic Signal Design and Flashing Yellow Arrow Modifications, Rancho Cucamonga, CA** – Analyst
- › **City of La Canada Flintridge, HSIP Foothill Boulevard Traffic Signal Improvements, La Canada Flintridge, CA** – Designer
- › **City of La Canada Flintridge, Evaluation of Traffic Signal Operations for Foothill Boulevard and Angeles Crest Highway, La Canada Flintridge, CA** – Project Manager
- › **City of Oxnard, Oxnard Boulevard/Saviers Road Traffic Signal Improvements, Oxnard, CA** – Designer
- › **City of Agoura Hills, Kanan Road/Agoura Road Intersection Improvements, Agoura Hills, CA** – CADD Designer
- › **City of Malibu, Pacific Coast Highway (PCH) Signal System Improvements, Malibu, CA** – CADD Designer
- › **City of Lancaster, At-Grade Rail Crossing Improvements (Avenue K, J, M, G), Lancaster, CA** – Designer
- › **City of Lancaster, Avenue M Interchange Improvements PS&E, Lancaster, CA** – Designer
- › **Orange County, Newport / Orange County Fiber Design, Newport Beach, CA** – CADD Designer

**Angelo Pastelin, EIT***Role on Project: Toolkit/Documentation**Title in Firm: Analyst II*

Angelo has assisted with various design, analysis, and operations projects throughout his time at Kimley-Horn as an analyst. Angelo has been involved with projects that include fiber design, traffic signal design, temporary traffic control, signing and striping design, street lighting design, pavement rehabilitation, and signal timing operations and analysis for intersections in Los Angeles, Ventura, and Orange counties. He was recently involved in the design and data collection for traffic signal synchronization projects in Irvine, Laguna Niguel, and Laguna Hills. Angelo is proficient in AutoCAD & Synchro.

**Professional Credentials**

- > Bachelor of Science, Civil Engineering, University of California, Irvine
- > Engineer-in-Training in California #167287

**Relevant Experience**

- > **City of Agoura Hills, Various Traffic Calming Tasks - On-Call Traffic Engineering Services, Agoura Hills, CAfic Engineering Services, Agoura Hills, CA** – Analyst
- > **City of Hawthorne, Various Traffic Calming Tasks - Traffic Engineering On-Call, Hawthorne, CA** – Analyst
- > **City of Los Angeles, Broadway-Manchester Active Transportation Program, Los Angeles, CA** – Analyst
- > **City of Oxnard, Oxnard Boulevard and Saviers Road Signal Improvements, Oxnard, CA** – Analyst
- > **City of Rancho Cucamonga, Traffic Signal Design and Flashing Yellow Arrow Modifications, Rancho Cucamonga, CA** – Analyst
- > **City of Ventura, Design of Traffic Signal Communication System Upgrade Project Phase 1, Ventura, CA** – Analyst
- > **OCTA, El Toro Road Regional Traffic Signal Synchronization Project, Orange County, CA** – Analyst
- > **City of Irvine, Barranca Parkway Regional Traffic Signal Synchronization Project, Irvine, CA** – Analyst
- > **City of Lancaster, Safe Routes To School, Lancaster, CA** – Analyst
- > **City of Lancaster, Lancaster Health District Traffic Improvements, Lancaster, CA** – Analyst



### Appendix 3. Acknowledgement of Response to Questions Addendum

**CITY COUNCIL**

BARRY WAITE  
BILL UPHOFF  
JAMES GAZELEY  
CINDY SEGAWA  
MARK WARONEK



**ADMINISTRATION**

RYAN SMOOT  
CITY MANAGER

**CITY OF LOMITA**

**DEPARTMENT OF PUBLIC WORKS**

**TRAFFIC CALMING TOOLKIT**

**Response to Questions**

**DATE:** March 10, 2023  
**TO:** ALL PROSPECTIVE 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 proposal.

**QUESTIONS**

The following are responses to questions received from prospective proposers.

<b>Location</b>	<b>Question</b>	<b>Response</b>
Various	Does the Prime Consultant have to be a Civil Engineering firm?	The City desires a Civil Engineering Firm with experience in traffic engineering. If the Prime Consultant is not a Civil Engineering firm, then key personnel making recommendations regarding traffic elements would need to be Civil Engineers.
Section IV, B	Past Experience with Similar Projects, is the list of specific experience in the project design area referencing experience with bike/pedestrian/hiking trail master plans in general or with the City of Lomita specifically?	The requested experience is with traffic engineering, traffic standards, and facilitating a public workshop. The experience would not need to be specific to Lomita but with other cities, counties, or relevant entities.



Section II, A, II	Can the City clarify if resumes are required only for key/principal team members or all proposed team members? If resumes are required for all team members, would it be acceptable to place non-key/non-principal team member resumes in an appendix?	Resumes should be included for key/principal team members, including all those who would be in contact with City staff or present at workshops with the public. The proposer may include appendices for excess resumes.
n/a	Can the City confirm the type of funding for the project, as well as if the City is requiring rates to be auditable and broken down by firms direct rate and ICR, or if fully loaded billing rates are acceptable for the fee?	At this time, the anticipated funds for this project are City General Funds. Fully-loaded billing rates may be used for the fee proposal.
Section II, A, IV.	Will the City please confirm that the fee proposal is to be submitted in a separate email?	It may be submitted as a separate file in a single email or as a separate email.
Section II, A, I.	Given the one page limit for the cover letter, would it be acceptable to put full contract exceptions in an appendix and a condensed version in the cover letter?	It will be acceptable to include Exceptions to the Contract as an Appendix and this should be clearly stated in the Cover Letter.
n/a	Does the City have an anticipated budget for this project?	The budget is not provided.

Certified by:

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Srikanth Chakravarthy, P.E., T.E., Vice President  
Kimley-Horn and Associates, Inc.



## CONTACT

**Laura Forinash, P.E., T.E.**

**[laura.forinash@kimley-horn.com](mailto:laura.forinash@kimley-horn.com)**  
**562.549.2186**

**245 E 3rd St.**  
**Long Beach, CA 90802**

**Kimley»»Horn**

**[www.kimley-horn.com](http://www.kimley-horn.com)**

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May 2, 2023, Reg. CC Mtg., Page # 222

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# Engineering Services for a Traffic Calming Toolkit

## IV FEE PROPOSAL

To

City of Lomita – Public Works  
24300 Narbonne Avenue  
Lomita, CA 90717

From

245 E. 3rd Street  
Long Beach, CA 90802  
TEL 562.549.2186

March 16, 2023

### RE: Proposal for Engineering Services for a Traffic Calming Toolkit

Dear Members of the Selection Committee:

Per the instructions in the City's RFP, we have provided our fee proposal in a separate email, clearly marked with the following subject: **Fee Proposal for: Traffic Calming Toolkit**. We welcome the opportunity to discuss our fee proposal with the City and are flexible to adjustments and refinements as necessary to better accommodate your needs. We appreciate your consideration. If you have any questions or require any additional information, please contact our project manager **Laura Forinash, P.E., T.E.** directly at 562.549.2186, by email at [laura.forinash@kimley-horn.com](mailto:laura.forinash@kimley-horn.com), or at the address listed above. We look forward to hearing from you.

Sincerely,

**KIMLEY-HORN AND ASSOCIATES, INC.**

**Laura Forinash, P.E., T.E.**  
Project Manager/Associate

**Sri Chakravarthy, P.E., T.E.**  
Principal-in-Charge/Vice President\*

*\*As Vice President of Kimley-Horn, Sri Chakravarthy, P.E., T.E., is authorized to sign on behalf of Kimley-Horn and to bind Kimley-Horn in a contract. Sri can be reached at our Downtown Los Angeles office at 660 South Figueroa Street Suite 2050, Los Angeles, CA 90017, via email at [sri.chakravarthy@kimley-horn.com](mailto:sri.chakravarthy@kimley-horn.com), or at 213.261.4037.*

**City of Lomita  
Traffic Calming Toolkit  
March 16, 2023**

Kimley-Horn and Associates, Inc.												
		Name	Billing Rate	Professional II	Professional I	Analyst II	Analyst I	Sr. Technical Support	Support Staff	Total Hours	Total Cost	
		Category/Title										
		Billing Rate	\$240.00	\$330.00	\$295.00	\$240.00	\$215.00	\$190.00	\$165.00	\$180.00	\$135.00	
<b>Task 1</b>	<b>General Project Administration &amp; Meetings</b>		9	3		4	4			5	25	\$ 5,645.00
1.1	Meetings		5	1		2	2				10	\$ 2,440.00
1.2	Schedule		2	1		2	2				7	\$ 1,720.00
1.3	Project Administration		2	1						5	8	\$ 1,485.00
<b>Task 2</b>	<b>Review Background Studies and Plans</b>		14		9	30		65			118	\$ 23,940.00
2.1	Literature Review		2		2	5		25			34	\$ 6,395.00
2.2	Policy Framework Review		2		2	10		10			24	\$ 5,120.00
2.3	Traffic Calming Matrix		10		5			30			60	\$ 12,425.00
<b>Task 3</b>	<b>Community Workshops/Public Meetings</b>		15	3		15	30		15		78	\$ 17,340.00
3.1	Workshop #1		5	1		5	10		5		26	\$ 5,780.00
3.2	Workshop #2		5	1		5	10		5		26	\$ 5,780.00
3.3	City Council Meeting		5	1		5	10		5		26	\$ 5,780.00
<b>Task 4</b>	<b>Project Documentation</b>		17		13	35	60		10	5	140	\$ 29,315.00
4.1	Case Studies		2		3		5	10	10		30	\$ 6,140.00
4.2	Traffic Calming Report		15		10		30	50		5	110	\$ 23,175.00
<b>TOTAL HOURS</b>			55	6	22	49	69	60	65	25	10	361
<b>Subtotal Labor:</b>			\$ 13,200.00	\$ 1,980.00	\$ 6,490.00	\$ 11,760.00	\$ 14,835.00	\$ 11,400.00	\$ 10,725.00	\$ 4,500.00	\$ 1,350.00	\$ 76,240.00
<b>Other Direct Costs</b>												\$ 800.00
Workshop Materials												\$ 800.00
<b>TOTAL COST:</b>												\$ 77,040.00





## CITY OF LOMITA CITY COUNCIL REPORT

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

**FROM:** Ryan Smoot, City Manager

**MEETING DATE:** May 2, 2023

**SUBJECT:** Resolutions Amending Compensation Plan for Full-Time Non-Represented Employees for the period of July 1, 2022 – June 30, 2024, and Amending the List of Positions for FY 22-24

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### **RECOMMENDATION**

Adopt resolutions amending the Compensation Plan for Full-Time Non-Represented Employees for the period of July 1, 2022 – June 30, 2024; amending the List of Positions for Fiscal Year 22-24 adding the position of Accountant; and adopting the Accountant Job Classification.

### **BACKGROUND/ANALYSIS**

#### Payroll Functions

In December of 2022 the City's Finance Supervisor retired leaving a vacancy in the Administrative Services Department. Since that time, the Administrative Services Director has been handling payroll-related duties in addition to her normal job duties.

As part of the classification study that was completed last year, it was recommended by Koff and Associates that once the Finance Supervisor position became vacant that it be reclassified to Payroll Specialist which more accurately reflects the duties performed by the position. The City conducted a recruitment for this position and was not successful in finding a candidate (the majority of candidates had limited public sector payroll experience).

Today more than ever, public payroll is becoming more complex in its implementation. In addition to standard payroll entries, the incumbent employee responsible for payroll must also have a strong working knowledge of benefits withholdings, wage garnishments, worker's compensation claims, voluntary deductions, preparation of quarterly and annual federal and state tax reports, processing of various retirement benefits and related CalPERS report and documentation submittals.

After further evaluation/analysis, we found that a number of cities utilize an Accountant (that specializes in payroll) to handle these duties. The Accountant position is a journey level classification with a higher educational and experience requirement as compared to the Payroll Specialist. By authorizing this position, we expect to have a solid recruitment and subsequent successful new hire. The Accountant position will also assist the Administrative Services Department with other finance-related duties.

#### Vacation Accrual Amendment for Certain Non-Represented Positions

Currently, the City has two categories of vacation accrual for non-represented employees (executive management and other non-represented). The executive management vacation accrual is based on total years of service with all public agencies. The non-represented vacation accrual is based on total years of service with only Lomita. As part of this amendment, it is recommended that vacation accrual for all non-represented positions be based on total years of service with all public agencies consistent with the executive management vacation accrual group (with a slightly lower vacation accrual rate) in order to enhance retention and recruiting efforts going forward.

#### POLICY AMENDMENTS FOR NON-REPRESENTED EMPLOYEES

The policies below would be amended for the non-represented employee group as part of the revisions to their comp plan. In the future, as we finalize the process of meeting and conferring with the represented employees a side letter with these groups will be brought back for Council consideration that includes these policy amendments.

#### Bereavement Policy Amendment

Pursuant to the State's amended bereavement law (AB1949) which took effect on January 1, 2023, the City's Bereavement Policy for non-represented employees has been amended to be consistent with state law. A total of five (5) bereavement days (4 paid days for out-of-state travel and 3 paid days for in-state) may be taken for an eligible event. Employees may use other accrued leave including sick leave for the additional days up to 5. The bereavement days may be taken within 3 months. The City is currently working on a side letter with the represented employees to amend their bereavement policy.

#### Use of Personal Holiday Hours

Current City policy requires the use of accrued personal holiday hours to be used by June 30<sup>th</sup> in the fiscal year accrued. Recommendation would be to eliminate this requirement and establish a cap of 80 hours for a personal holiday bank. Any existing accrued personal holiday hours would be carried over into this bank effective July 1, 2023.

#### **OPTIONS:**

- 1) Provide alternative direction.

**ATTACHMENTS**

- 1) Resolution No. 2023-08 for a Compensation Plan for Full-Time Non-Represented Employees
- 2) Resolution No. 2023-09 Amending the List of Authorized Positions for Fiscal Year 22-23
- 3) Accountant Job Classification

**FISCAL IMPACT**

There will be an annual salary savings of \$1,709/month or \$20,508 annually (at Step 1) with the reclassification of the Finance Supervisor to Accountant (Payroll).

Prepared by:



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Gary Y. Sugano  
Assistant City Manager

Approved by:



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Ryan Smoot  
City Manager

**RESOLUTION NO. 2023-08**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING A COMPENSATION PLAN FOR NONREPRESENTED EMPLOYEES FOR FISCAL YEARS 2022-23 THROUGH 2024-25 AND RESCINDING RESOLUTION NO. 2022-33**

**WHEREAS**, Section 36506 of the Government Code requires the City Council to prescribe the time and method of payment of salaries and wages of officers and employees of the City.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOMITA DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

**SECTION 1.** The Compensation Plan for Non-Represented Employees, attached hereto is approved in its entirety shall be effective July 1, 2022 through June 30, 2025, replacing Resolution No. 2022-33 unless otherwise amended or rescinded.

**SECTION 2.** The Mayor, or presiding officer, is hereby authorized to affix his/her signature to this Resolution signifying its adoption and the City Clerk, or her duly appointed deputy, is directed to attest thereto.

**PASSED, APPROVED AND ADOPTED this 2<sup>nd</sup> day of May 2023.**

\_\_\_\_\_  
Barry Waite, Mayor

ATTEST

\_\_\_\_\_  
Kathleen Horn, Gregory, MMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Trevor Rusin, City Attorney

## **COMPENSATION PLAN FOR NON-REPRESENTED EMPLOYEES**

This compensation plan is entered into between the City of Lomita (City) and the Full-Time Non-Represented Employees. This plan shall not apply to Lomita City Employees Association represented employees.

### **ARTICLE 1. APPLICABLE EMPLOYEES**

Section 1.1. The following City employees shall constitute the full-time non-represented classifications:

Accountant

Administrative Services Director

Assistant City Manager

Chief Water Operations Manager

City Clerk

Community and Economic Development Director

Deputy City Clerk

Management Analyst

Parks and Recreation Director

Public Works Director

Public Works Superintendent

Recreation and Facilities Manager

Recreation Manager

Senior Accountant

Senior Human Resources Analyst

Senior Management Analyst

## ARTICLE 2. COMPENSATION AND HOURS

### COST OF LIVING ADJUSTMENT (COLA)

Section 2.1. Effective the first full pay period after July 1, 2022, full-time represented employees as listed in Article I shall be entitled to a 3.5% base salary increase.

Section 2.2a. Effective the first full pay period after July 1, 2023, full-time represented employees as listed in Article I shall be entitled to a 2% base salary increase.

Section 2.2b. Effective the first full pay period after July 1, 2024, full-time represented employees as listed in Article I shall be entitled to a 2% base salary increase.

### SALARY RANGES AND CLASS TITLES

Section 2.3. The attached exhibits (1-4) are assigned to classes covered by this comp plan effective the first full pay period after July 1, 2022, through June 30, 2025. Effective the first full pay period after July 1, 2022, the new salary schedule (Exhibit 1) would be implemented for purposes of placing positions within the new salary schedule. Exhibit 2 would be implemented for purposes of the 3.5% COLA effective the first full pay period after July 1, 2022. Exhibits 3 and Exhibits 4 would be effective the first full pay period after July 1, 2023, and July 1, 2024.

Salary Schedule	Title
42	Accountant
69	Administrative Services Director
74	Assistant City Manager
52	Chief Water Operations Manager
52	City Clerk
68	Community & Economic Dev. Director
37	Deputy City Clerk
39	Management Analyst
66	Parks and Recreation Director
70	Public Works Director
52	Public Works Superintendent
53	Recreation and Facilities Manager
50	Recreation Manager
48	Senior Accountant
46	Senior Human Resources Analyst
45	Senior Management Analyst

## **ARTICLE 3. BENEFITS**

### **INSURANCE CONTRIBUTION (CAFETERIA PLAN)**

**(Does not apply to part-time employees.)**

Section 3.1. The City will contribute based on a sliding scale per Section 4.2 a specific dollar amount each month to each full-time employee to be used toward the purchase of the following benefits for the employee and the employee's dependents:

- Health Insurance
- Dental Insurance
- Vision Insurance
- Life Insurance
- Long Term Care Insurance

Each employee is required to purchase a health insurance plan unless the employee provides evidence of other health insurance coverage.

Commencing July 1, 2005, half (50%) of the total contribution amount as provided by the City for insurance benefits, not used by the employee for such benefits may be contributed to the employee's ICMA deferred compensation account upon written option by the employee to the Human Resources Officer.

### **CAFETERIA PLAN SUMMARY**

Section 3.2. Following the first full pay period starting on July 1, 2022, the City shall increase its contribution to the employee cafeteria plan for benefits including insurance as follows:

Employees with 2+ Dependents for Medical or Dental Insurance

The City shall contribute an additional \$100 per month to the employee cafeteria plan, for a total of \$1,305 per month.

Employees with 1 Dependent for Medical or Dental Insurance

The City shall contribute an additional \$100 per month to the employee cafeteria plan, for a total of \$1,265 per month.

Employee Only for Medical or Dental Insurance

The City shall contribute an additional \$100 per month to the employee cafeteria plan, for a total of \$1,243 per month.

Employees with Spouse Coverage or No Health Insurance through the City

The City shall contribute an additional \$100 per month to the employee cafeteria plan for a total of \$1,220 per month.

Section 3.3. Effective the first full pay period starting on July 1, 2023, the City shall increase its contribution to the employee cafeteria plan for benefits including insurance as follows:

Employees with 2+ Dependents for Medical or Dental Insurance

The City shall contribute an additional \$100 per month to the employee cafeteria plan, for a total of \$1,405 per month.

Employees with 1 Dependent for Medical or Dental Insurance

The City shall contribute an additional \$100 per month to the employee cafeteria plan for a total of \$1,365 per month.

Employee Only for Medical or Dental Insurance

The City shall contribute an additional \$100 per month to the employee cafeteria plan for a total of \$1,343 per month.

Employees with Spouse Coverage or No Health Insurance through the City

The City shall contribute an additional \$100 per month to the employee cafeteria plan for a total of \$1,320 per month.

Section 3.4. Effective the first full pay period starting after July 1, 2024, the City shall increase its contribution to the employee cafeteria plan for benefits including insurance as follows:

Employees with 2+ Dependents for Medical or Dental Insurance

The City shall contribute an additional \$100 per month to the employee cafeteria plan, for a total of \$1,505 per month.

Employees with 1 Dependent for Medical or Dental Insurance

The City shall contribute an additional \$100 per month to the employee cafeteria plan for a total of \$1,465 per month.

Employee Only for Medical or Dental Insurance

The City shall contribute an additional \$100 per month to the employee cafeteria plan for a total of \$1,443 per month.

Employees with Spouse Coverage or No Health Insurance through the City

The City shall contribute an additional \$100 per month to the employee cafeteria plan for a total of \$1,420 per month.

**RETIREMENT AND PRE-TAX OF EMPLOYEE CONTRIBUTIONS**

Section 3.4a. Employee Retirement Contributions.

Effective the first full pay period starting after July 1, 2017, all full-time represented employees in the Tier 1 group (2.5%@55 retirement formula) hired prior to February 19, 2012 shall pay the full 8% of the employee's PERS contribution.

Full-time employees in the Tier 2 (2%@60) and Tier 3 (PEPRA – 2%@62) retirement groups pay their full employee contribution, currently 7% for Tier 2 and 50% of the normal cost of retirement for Tier 3. Employee contributions shall continue to be collected on a pre-tax basis.

**RETIREMENT COST SHARING**



Section 3.4b. Effective the first full pay period starting after July 1, 2018, the parties agree pursuant to Government Code section 20516(a),(f), that each Tier 1 employee shall share the cost of the employer CalPERS contributions at the rate of 0.5% which shall be made through payroll deductions. The .5% cost sharing shall be in addition to the retirement contribution in Section 3.4a. No cost sharing for Tier 2 and 3 employees.

Effective the first full pay period starting after July 1, 2019, the parties agree pursuant to Government Code section 20516(a),(f), that each Tier 1 employee shall share the cost of the employer CalPERS contributions at the rate of an additional 0.5% (for a total of 1%) which shall be made through payroll deductions. The 1% cost sharing shall be in addition to the retirement contribution in Section 3.4a. No cost sharing for Tier 2 and 3 employees.

### **RETIREMENT FORMULA SUMMARY**

Section 3.5. The following table lists the City's 3 retirement tiers and corresponding retirement formula.

Tier	Formula
Tier 1 (those employees hired prior to February 19, 2012)	2.5%@55
Tier 2 (classic members* as defined by PERS and employees hired between February 19, 2012 to December 31, 2012)	2%@60
Tier 3 (PEPRA – those employees hired on or after January 1, 2013)	2%@62

\*A classic member is an employee who first established CalPERS membership prior to January 1, 2013, and who is rehired by a different CalPERS employer without a break in service of greater than six months.

#### Applicable to Tier 1

Final Average Compensation Period – 1 Year

#### Applicable to Tiers 2 and 3

Final Average Compensation Period – 3 Years

#### Applicable to All Tiers

Fourth Level 1959 Survivor Benefit – The City will pay all costs associated with this benefit.

### **RETIREE HEALTH**

Section 3.6. Full-time employees hired prior to March 11, 2015 who retire from the City

of Lomita shall be eligible for employee-only health coverage. City shall pay employee-only monthly premiums for the employee's preferred plan (based on employee's place of residence and region, e.g., Los Angeles, etc.) from the contracting agencies annual list provided by CalPERS. Upon turning age 65, the City shall pay the Supplement/Managed Medicare Monthly Rate contribution employee-only monthly premiums for the employee's preferred plan from the contracting agencies annual list provided by CalPERS.

For employees (who retire from Lomita) hired prior to April 1, 1986, the City will pay employee-only monthly health care premiums. Employees in this category who are not otherwise qualified and do not pay into Medicare will not have their employee-only monthly health-care premiums reduced to the Supplement/Managed Medicare Monthly Supplement Rate upon turning age 65.

Employees hired on or after March 11, 2015 who retire from the City of Lomita shall be eligible for the Public Employees Medical and Hospital Care Act (PEMHCA) minimum that may be applied towards retiree employee only health insurance cost.

**DISABILITY INSURANCE (Does not apply to part-time employees.)**

Section 3.7. For competitive service employees, probationary employees, and members of the Administrative Services Unit or Field Services Unit, the City shall provide and pay for short-term and long-term disability insurance.

**WORKERS' COMPENSATION**

Section 3.8. In the event that a regular employee incurs a job-related accident or injury while in the conduct of official City business, the employee may integrate his/her Workers' Compensation payments with the use of sick leave and/or vacation leave. During any pay period, the sum of the workers' compensation payments, sick leave, and vacation leave cannot be greater than the employee's salary.

**DEFERRED COMPENSATION AND MISSION SQUARE RETIREMENT (FORMERLY ICMA) DEFERRED COMPENSATION LOAN PROGRAM**

Section 3.9. All City employees are eligible for the Deferred Compensation Program. All contributions will be made by the employees, except as provided in Section 4.1.

Section 3.10. Employees have the option to participate in the Mission Square Retirement employee loan program relative to the City's deferred compensation program. Employees wishing to participate in the program may apply directly to Mission Square Retirement and will be subject to their requirements. Under current guidelines, employees may not borrow greater than 1/2 of their fund balance and would be required to pay any loan balance upon separation from the City.

### **FLEXIBLE SPENDING ACCOUNT**

Section 3.11. The City will provide employees a voluntary “Flexible Spending Account”. The Flexible Spending Account is offered pursuant to the provision of Section 125 of the Internal Revenue Code. This account has been established to permit employees to pay for certain authorized expenses such as health insurance premium co-pays, health insurance deductible, and childcare services from pre-tax dollars. (a) Enrollment in the Plan for current employees is required every Plan Year and is limited to the annual open enrollment period or no later than sixty (60) days following the date of becoming eligible due to a mid-year Change in Status event. (b) Eligible employees may contribute, on a pre-tax basis, to a flexible spending account, each bi-weekly pay period up to the established amount pursuant to the IRC annual maximum. An employee election to participate in the Plan shall be irrevocable for the remainder of the Plan year. Once a salary reduction has begun, in no event will changes to elections or discontinuation of contributions be permitted during the Plan year except to the extent permitted under Internal Revenue Service rulings and regulations and with the City’s Plan Document. (c) Any unused amounts remaining in an employee’s account at the end of the Plan Year must be forfeited except that the City may permit an employee to carry over unused amounts to be used in the following Plan Year in accordance with the City’s Medical Expense Reimbursement Plan Document and the IRC regulations.

### **WELLNESS STIPEND**

Section 3.12. Employees will be provided an annual stipend of \$150 towards wellness related programs. These include a health club membership, smoking cessation, weight loss, fitness trackers, etc. The City Manager and/or his designee shall make determinations for items not listed.

### **TRAINING OF EMPLOYEES**

Section 3.13. (Tuition reimbursement does not apply to part-time employees.)  
Purpose of Training Program and Policy. It is the Policy of the City of Lomita to develop maximum efficiency in the performance of official duties by City employees by providing for the training of employees in the performance of their official duties, and by assisting them in fulfillment of their duties and responsibilities as well-informed citizens of the community.

The Personnel Officer shall monitor training programs, provide support and assistance to department directors in the administration of internal training programs, and submit recommendations to the City Manager. The development of a continuous program of post-entry training as a part of the normal operation of City administration shall be encouraged. All other things being equal, priority consideration shall be given to training opportunities sponsored by and conducted within the City.

Tuition Reimbursement. The City will provide to employees up to \$2,000 per fiscal year per employee for tuition reimbursement for courses which relate to their job assignment, or when they are pursuing a degree in a major with potential value to the City. The completion date of the class shall be used in determining the fiscal year in which the benefit shall apply. To be eligible, an employee must be a regular employee and have completed at least one year of service with the City; receive no other duplicate benefits under any student aid programs; receive prior written approvals by the employee's supervisor on a form approved by the City Manager before registering for class, provide the Personnel Officer with evidence of satisfactory completion of a course within thirty (30) days (a "C" grade or better or a "pass" in a pass/fail grading system); and forward to the Personnel Officer all classroom materials for which City reimbursement is being requested.

The City may withhold from an employee's final paycheck sums equal to any amounts which have been reimbursed after course completion if an employee resigns or retires prior to two years per the schedule below.

Effective July 1, 2016, Employees who separate from the City prior to two years after receiving such reimbursement shall pay back the City at the following ratios: 1) Between 0 and 6 months – 100%; 2) Between 6 months and 1 year – 75%; and 3) Between 1 year and 2 years – 50%.

#### **GROUP LIFE INSURANCE POLICY**

Section 3.14. The City shall provide a group life insurance policy to all represented and non-represented employees in the amount of fifty thousand dollars (\$50,000). New hires will be eligible for this benefit on the first of the month following employment.

#### **ARTICLE 4. VACATION AND LEAVE**

##### **ANNUAL VACATION ACCRUAL RATE**

Section 4.1. t Vacation Leave Accrual. Paid vacation leave for the positions listed below shall accrue based on combined years of full-time employment with the City and with other public agencies (e.g., cities, counties, public utilities, special districts, etc.). The following positions shall be eligible for vacation leave per this section: Administrative Services Director, Assistant City Manager, City Clerk, Community and Economic Development Director, Parks and Recreation Director and Public Works Director. Paid vacation shall accrue for department directors, on a bi-weekly basis, at the rates shown below:

Service Years 1-5:

During the first five years of service, eligible positions as listed above shall earn vacation leave with pay from the first date of employment at the rate of ten (10) days each year. Probationary employees (other than promotional probationary employees) cannot use paid vacation unless otherwise authorized by the City Manager. Thus, for every one year of service through the fifth year of service, such employee is entitled to eighty (80) paid vacation hours annually.

Service Years 6-20:

Beginning with the sixth year, eligible positions as listed above shall earn vacation at the rates, in days per year, shown below:

Years of Service	Annual Vacation Hours
0-5	80
5+-9	120
10-14	160
15-20	200
20+	240

Service Years 20 and thereafter:

Beginning with the twentieth year of service such employees shall earn vacation at the rate of 240 hours each year.

Section 4.2. Paid vacation leave shall accrue, on a bi-weekly basis, at the rates shown below (for positions not listed in Section 4.1). Paid vacation leave for the positions listed below shall accrue based on combined years of full-time employment with the City and with other public agencies (e.g., cities, counties, public utilities, special districts, etc.). The following positions shall be eligible for vacation leave per this section: Accountant, Chief Water Operations Manager, Deputy City Clerk, Management Analyst, Public Works Superintendent, Recreation and Facilities Manager, Recreation Manager and Senior Accountant, Senior Human Resources Analyst and Senior Management Analyst.

Service Years 1-5:

During the first five years of employment, employees earn vacation leave with pay from the first date of employment at the rate of eighty hours each year. Probationary employees (other than promotional probationary employees) cannot use paid vacation unless otherwise authorized by the City Manager. Thus, for every one year of service through the fifth year of employment an employee is entitled to eighty hours paid vacation annually.

Service Years 6-20:

Beginning after the completion of five years of service and continuing through the twentieth year of service, an employee shall earn vacation at the rates, in hours per year, shown below:

Years of Service	Vacation Hours Earned
0-5	80
5+-9	120
10-15	160
16	168
17	176
18	184
19	192
20+	200

**VACATION LEAVE BALANCE, ACCRUAL AND CESSATION OF ACCRUAL**

Section 4.3. No employee may accumulate more than 320 hours of vacation. The City will notify any employee approaching the maximum accumulation. An employee will stop accruing vacation leave when his or her accumulated vacation balance reaches 320 hours. An employee shall not accrue additional vacation leave until the employee uses vacation time and his or her accumulated vacation leave balance again falls below 320 hours. Vacation leave should be used when possible within the year following the year in which it is earned. When an employee leaves City service the balance of any earned and unused vacation days will be paid at the employee's current rate of pay.

**ADMINISTRATIVE LEAVE**

Section 4.4. The positions of Chief Water Operations Manager, Deputy City Clerk, Management Analyst, Public Works Superintendent, Recreation Manager, Senior Accountant, Senior Human Resources Analyst and Senior Management Analyst will receive forty (40) hours of administrative leave each calendar year. The full forty (40) hours shall be credited to the employee in January of each year. Administrative leave may be taken as time off with pay during the year. Any unused administrative leave will be paid off on the last payday in December of each year. New employees who are eligible for this leave, shall accrue administrative leave on the first of the month following the date of employment. The amount accrued in the first year of employment shall be on a prorated basis.

**MANAGEMENT LEAVE**

Section 4.5. The positions of Administrative Services Director, Assistant City Manager, City Clerk, Community and Economic Development Director, Parks and Recreation Director, Public Works Director, Recreation and Facilities Manager, will receive seventy-two (72) hours of management leave each calendar year. The full seventy-two (72) hours shall be credited to the employees in January of each year.

Management leave may be taken as time off with pay during the year. Any unused management leave will be paid off on the last payday in December of each year. New employees, who are eligible for this leave, shall accrue management leave on the first of the month following the date of employment. The amount accrued in the first year of employment shall be on a prorated basis.

### **HOLIDAYS (DOES NOT APPLY TO PART-TIME EMPLOYEES)**

Section 4.6. Employees shall have the following holidays as vacation with pay:

- New Year's Day (January 1st)
- Martin Luther King Day (3rd Monday in January)
- President's Day (3rd Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4th)
- Labor Day (1st Monday in September)
- Veteran's Day (November 11th)
- Thanksgiving Day (4th Thursday in November)
- Friday after Thanksgiving
- Christmas Eve (1/2 day)
- Christmas Day (December 25th)
- Up to four working days from December 26 to December 31 during the holiday closure (see Section 5.7 - Holiday Closure).
- One Personal Holiday (Floating)

### **PERSONAL HOLIDAY BALANCE, ACCRUAL AND CESSATION OF ACCRUAL**

Section 4.65. No employee may accumulate more than 80 hours of personal holiday. The City will notify any employee approaching the maximum accumulation. An employee will stop accruing personal holiday hours when his or her accumulated balance reaches 80 hours. An employee shall not accrue additional personal holiday until the employee uses personal holiday time and his or her accumulated personal holiday balance again falls below 80 hours. When an employee leaves City service the balance of any earned and unused personal holiday hours will be paid at the employee's current rate of pay.

### **HOLIDAY CLOSURE**

Section 4.7. Starting in 2016, the City will be closed between December 25 and January 1. Starting in 2016, Columbus Day will no longer be a recognized city holiday and starting in 2017, Lincoln's Birthday will no longer be a recognized city holiday. The City will provide up to four days of paid vacation during the closure. Should a particular year include only 3 working days between Christmas Day and New Year's Day, each employee will be credited with one floating holiday.

## **SICK LEAVE**

Section 4.8. Sick Leave Generally. The granting of sick leave shall be determined by the following rules:

- 1) Sick leave with pay for employees shall accrue in accordance with Subsection (4) below.
- 2) In addition to the reasons identified in Subsection (4) below, an employee eligible for sick leave with pay shall be granted such leave for the following reasons:
  - a) Personal illness or physical incapacity.
  - b) Enforced quarantine of the employee in accordance with community health regulations.
  - c) Doctor and dental appointments.
  - d) Maternity leave. Employees shall be able to apply sick leave to maternity leave in the amount of their accrued sick leave to date. An employee may only use sick pay for the period of medical disability.
  - e) Paternity leave up to a maximum of forty hours per individual situation.
- 3) Sick leave may not be taken until after it has been accrued.
- 4) Competitive service employees, probationary employees, and members of the Administrative Services Unit or Field Services Unit, shall accrue sick leave with pay, on a bi-weekly basis, at a rate of 9 hours for each month of employee service, and any such leave accrued but unused in any year shall be credited to the following year. Observed holidays occurring during the sick leave shall not be counted as a day of such leave. Sick leave is not a right which an employee may use at his/her discretion. Accumulated sick leave may only be used in case of necessity and actual personal sickness or disability, or up to twelve days of accumulated sick leave per fiscal year may be used to care for the employee's ill child, spouse, parent, parent-in-law, registered domestic partner, sibling or grandparent.
  - a) An employee must call within thirty (30) minutes after the regular starting time of his/her assigned shift and report to his/her supervisor.
  - b) Except in extraordinary circumstances, failure to call within the thirty (30) minute time limit is a basis for denying use of sick leave.
  - c) Sick leave pay will not be granted to an employee who fails to call as directed, even if accrued, unused sick leave is available.
  - d) A doctor's statement will be required prior to returning to work if an employee is absent for three (3) days or more.
  - e) Failure to validate an absence in Sub-Paragraph (4)(d) above with a doctor's statement is grounds for denying use of sick leave. The employee has an obligation to keep his/her supervisor informed as to his/her condition and whereabouts at all times.
  - f) Any employee who misses work due to illness or injury, shall, upon return to work, fill out an absence report indicating his/her illness or injury and the reason he or she felt they could not report for work.



- g) In cases of suspected abuse of sick leave, a supervisor may require a doctor's statement for any illness. Continued abuse will be cause for discipline.
- 5) Once an employee has accumulated 480 hours of sick leave, the City may thereafter at the option of the City and employee, each year, elect to buy back one-half of each year's accumulated sick leave. The compensation will be equal to the employee's usual straight time hourly rate of pay times the number of hours bought back.

**SICK LEAVE DONATION POLICY**

Section 4.9. Per the Personnel Rules (currently Section 5.3, paragraph 2)

**FAMILY CARE LEAVE (Does not apply to part-time employees.)**

Section 4.10. Per page 67 of the Personnel Rules (Family and Medical Care Leave Policy).

**BEREAVEMENT LEAVE (Does not apply to part-time employees)**

Section 4.11 Competitive service employees, probationary employees, members of the Administrative Services Unit, and members of the Field Services Unit are eligible for bereavement leave. Employees shall be eligible for a maximum of five (5) days bereavement leave for the death of a member of the employee's immediate family. For travel less than 300 miles, employees shall be eligible for a maximum of three (3) days of paid bereavement leave and two (2) days of unpaid bereavement leave for the death of a member of the employee's immediate family.

For travel greater than 300 miles, employees shall be eligible for a maximum of four (4) days of paid bereavement leave and one (1) day of unpaid bereavement leave for the death of a member of the employee's immediate family. Employees may substitute their accumulated vacation/comp time leave, personal holiday leave, and/or available sick leave for unpaid bereavement days. Bereavement leave shall be completed within three (3) months of the date of death of a family member and leave days need not be taken consecutively. Immediate family is limited to a parent, step-parent, spouse, child, step-child, brother, sister, uncle, aunt, mother-in-law, father-in-law, grandfather, grandmother, grandchild, son-in-law or daughter-in-law, regardless of residence.

If an employee is required to be absent beyond the maximum number of days listed above, additional days must be charged against accumulated vacation/comp time leave.

The employee, if requested by manager or human resources, within 30 days of the first day of the leave, shall provide documentation of the death of the family member. Documentation includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

## **MILITARY LEAVE**

Section 4.12. Military leave shall be granted in accordance with the provisions of Chapter 7, Division 2, Part I, of the California Military and Veterans' Code. All employees entitled to military leave shall give the appointing authority an opportunity within the limits of military regulations to determine when such leave shall be taken.

## **JURY DUTY LEAVE (Does not apply to part-time employees)**

Section 4.13. Employees required to serve as a juror shall be compensated for the difference between their normal salary and the compensation for jury duty, less travel pay, during the period of such service, provided that the employee does not serve more than once in any calendar year. To be eligible for City compensated jury duty leave, employees must provide the Personnel Officer with evidence of jury duty service, including the hours and days thereof, from the Court. In the event such evidence is not provided, any time missed may be deducted from the employee's vacation time or offset from future earnings. During their jury duty leave, night shift employees will be transferred to the day shift.

Deposit in the United States mail of a first-class letter, postage paid, addressed to the employee's last known place of residence, shall be reasonable notice.

## **ARTICLE 5. SAVINGS CLAUSE**

Section 5.1. Should any provision of this agreement, or an application thereof, be unlawful by virtue of any federal, state, or local laws and regulations, or by court decision, such provision shall be effective and implemented only to the extent permitted by law, regulation, or court decision. But in all other respects, the provisions shall continue in full force and effect.

**RESOLUTION NO. 2023-09**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, AMENDING RESOLUTION NO. 2022-31, AND ESTABLISHING A COMPENSATION PLAN FOR EMPLOYEES FOR THE FISCAL YEAR COMMENCING JULY 1, 2022, AND ENDING JUNE 30, 2024**

**WHEREAS**, Section 37206 of the California Government Code requires the City Council to prescribe the time and method of paying salaries and wages of officers and employees of the City; and

**WHEREAS**, the City Council has determined that it is necessary for the efficient operation and management of the City that rules and regulations be established prescribing sick leave, vacation, leaves of absence and other regulations for the employees and officers of the City; and

**WHEREAS**, it is necessary from time to time to establish comprehensive wage and salary schedules and to fix the rates and compensation to be paid officers and employees of the City as well as other regulations; and

**WHEREAS**, Resolution 81-56, as amended, sets forth the Rules and Regulations regarding the payment of salaries, sick leaves, vacations, leaves of absence and other regulations related to full-time employees of the City.

**NOW, THEREFORE**, the City Council of the City of Lomita does resolve, determine and order as follows:

SECTION 1. The salary schedule listed in Section III and the authorized positions and salary range schedule listed in Section IV of Resolution 2022-31 is hereby amended as indicated on the attached Exhibit A for the fiscal year commencing on July 1, 2022, and ending on June 30, 2024.

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

**PASSED, APPROVED AND ADOPTED** this 2<sup>nd</sup> day of May 2023.

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Barry Waite, Mayor

ATTEST:

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Kathleen Horn Gregory, MMC, City Clerk

APPROVED AS TO FORM:

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Trevor Rusin, City Attorney

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

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



## ACCOUNTANT

### **DEFINITION**

Under general supervision, performs a variety of complex professional accounting duties, including transaction recordation, auditing, analyzing, and verifying fiscal records and reports, prepares financial and statistical reports, providing information to City staff regarding accounting practices and procedures, and reconciling general ledger accounts; assists in preparing the City's annual budgets; performs detailed technical and specialized payroll support duties in the preparation and processing of the City's payroll; performs complex, difficult, and paraprofessional accounting work of a technical nature; processes, codes, enters, and retrieves confidential payroll data; operates computerized accounting systems involving a broad range of record keeping functions; processes personnel transactions making appropriate adjustments or changes in the payroll system; generates and balances payroll reports and records; performs accounting and analytical duties for capital projects, water utility, fixed assets, and year-end audit; prepares accounting reports and schedules; and performs related work as required.

### **SUPERVISION RECEIVED AND EXERCISED**

Receives general supervision from assigned supervisory or management personnel. Exercises no direct supervision over staff.

### **CLASS CHARACTERISTICS**

This journey level classification is responsible for independently performing diverse and specialized accounting functions in support of the Administrative Services Department; and performing technical and specialized duties in support of the City's payroll processing. Positions at this level exercise judgment and initiative in their assigned tasks, receive only occasional instruction or assistance as new or unusual situations arise, and are fully aware of the operating procedures and policies of the work unit.

### **EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)**

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

- Processes, calculates, and maintains records of a variety of payroll actions, including new-hire set up, retroactive pay, benefits withholdings, wage garnishments, Worker's Compensation claims, and final paychecks and pay-offs based on appropriate provisions; processes personnel transactions making appropriate adjustments/changes in the payroll system; performs a wide variety of routine and complex accounting functions such as reconciliation and financial analysis, financial reporting, and records storage and retrieval;
- Maintains employee records for voluntary and non-voluntary deductions; prepares payroll warrants and wire transfers; prepares reports and payments for various tax, financial, and insurance organizations.
- Receives, reviews, verifies, and processes time recording documents to prepare payroll for City employees; audits such documents for completeness, accuracy, and compliance with rules and regulations; prepares and balances payroll reports and records.
- Reconciles and prepares federal and state payroll taxes including tax deposits, quarterly reports, annual reports, W-2 forms, tax restatements, and re-filings; prepares quarterly federal and state tax reports.
- Prepares reports and payments for employee retirement benefits; reconciles and prepares payments for employee benefits including insurance coverage; applies and ensures compliance with applicable tax

laws and rulings with regard to earnings and employee benefits programs; performs a variety of financial and statistical reports; journal entries and reconciles general ledger and subsidiary expenditure and revenue accounts;

- Assists departments and employees by providing payroll information; explains procedures; answers labor contract questions pertaining to payroll.
- Implements provisions and associated changes in Memoranda of Understanding (MOUs) in the payroll system.
- Assists in completing employment verifications, Workers' Compensation salary statements, and disability inquiries; coordination and preparation of annual financial audits, single audit, special audits, and fiscal year-end tasks; developing, implementing, and maintaining administrative policies and procedures.
- Maintains a variety of files and records related to the City's payroll system and general accounting techniques and procedures; reconciles transactions and data as directed; records changes and resolves differences; maintains the accuracy of accounting and financial records.
- Posts and balances data to various general ledger accounts, registers, journals, and logs according to established accounting techniques and procedures.
- Interprets, explains, and applies general and governmental accounting and auditing principles and procedures, laws, and regulations affecting the financial operations of municipal government.
- Checks and tabulates statistical and financial data.
- Observes and complies with all City and mandated safety rules, regulations, and protocols.
- Performs other duties as assigned.

## **QUALIFICATIONS**

### **Knowledge of:**

- Modern principles, practices, and methods of public and governmental accounting and financing, including program budgeting, general accounting, auditing, and their application to municipal operations; laws, rules, regulations, procedures, and office practices related to the processing and recording of payroll and financial transactions related to employee benefits.
- Public agency finance and accounting functions.
- Payroll processes and techniques.
- Employee benefits processes as they relate to payroll.
- Governmental Accounting Standards Boards (GASB) and Generally Accepted Accounting Principles (GAAP).
- Record keeping, information processing requirements, and rules and policies related to the production of an employee payroll.
- Payroll reporting and payment requirements of various federal and state agencies and benefit providers.
- Applicable federal, state, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility, including the City's various Memoranda of Understanding and related contracts and documents.
- Principles and practices of auditing payroll documents; fund accounting and recordkeeping.
- Basic mathematical principles and statistical methods.
- City and mandated safety rules, regulations, and protocols.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.

- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

**Ability to:**

- Develop, prepare, maintain, analyze, record, document, and audit various financial transactions and documents in accordance with established procedures and draw sound conclusions; recognize and implement improvements.
- Interpret, apply, explain, and ensure compliance with applicable federal, state, and local laws, rules, regulations, policies, and procedures of accounting, payroll processing, employee recordkeeping, employee benefits, memoranda of understanding, pay and benefits resolutions, and employment contracts.
- Work independently with a minimum of supervision.
- Understand and carry out oral and written instructions.
- Review payroll and other financial documents for completeness and accuracy.
- Review, post, balance, reconcile, and maintain accurate and confidential payroll records.
- Work closely with staff to maintain a high level of integrity and confidentiality when dealing with sensitive and complex payroll issues.
- Prepare clear, complete, and concise financial statements, reports, and other written correspondence.
- Establish, maintain, and research payroll and related accounting records and files.
- Make accurate arithmetic, financial, and statistical computations; operate a ten-key by touch at a rate sufficient to perform the duties of the position.
- Enter and retrieve data from a computer with sufficient speed and accuracy to perform assigned work.
- Establish and maintain a variety of filing, recordkeeping, and tracking systems.
- Understand, interpret, and apply all pertinent laws, codes, regulations, City's administrative policies and procedures, and standards relevant to work performed.
- Use tact, initiative, prudence, and independent judgment within general policy and procedural guidelines.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

**Education and Experience:**

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

Education:

- Equivalent to a bachelor's degree from an accredited college or university with major coursework in accounting, finance, or a related field.

Experience:

- Minimum of three (3) years of increasingly responsible public sector experience performing payroll related duties and governmental accounting.



**Licenses and Certifications:**

➤ None.

**PHYSICAL DEMANDS**

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 15 pounds.

**ENVIRONMENTAL CONDITIONS**

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.



## CITY OF LOMITA CITY COUNCIL REPORT

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

**FROM:** Ryan Smoot, City Manager

**PREPARED BY:** Juan Ibarra, Administrative Analyst

**MEETING DATE:** May 2, 2023

**SUBJECT:** 2023 Helen Putnam Award for Excellence Application

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### **RECOMMENDATION**

Receive and file the 2023 Helen Putnam Award for Excellence application.

### **BACKGROUND**

Established in 1982 by the League of California Cities, the Helen Putnam Award for Excellence program recognizes outstanding achievements by California's 482 cities. These winning cities have made unique contributions to community residents and businesses. The purpose of the Helen Putnam Award for excellence program is to recognize and promote the outstanding efforts and innovative solutions by city governments. The Helen Putnam Award highlights three core values. 1) Improve the quality of life in local communities 2) Implement efficiencies in service delivery and operation 3) provide services responsive to the community.

### **DISCUSSION**

The Helen Putnam Award for Excellence is an annual award with several categories that city governments may choose to enter. The categories are the following: Cal Cities Partners Award for Excellence in City-Business Relations, Community Services, and Economic Development, Economic Development through the Arts, Enhancing Public Trust, Ethics, and Community Involvement, Health and Wellness Programs, Housing Programs and Innovations, Intergovernmental Collaboration, Health and Wellness Programs, Ruth Vreeland Award for Engaging Youth in City Government, and various others.

The City applied for the Ruth Vreeland Award for Engaging Youth in City Government, and the application is centered on Lemonade Day Lomita. The city's application is broken down into three components. The challenge describes the need or concern that prompted the program's development. The solution explains the city's steps to address the problem

and challenge of engaging youth within the community around them, and participation/connection with local organizations. The last component of the application outlined the results of Lemonade Day Lomita and the program's effect on the community.

Below is a brief description of Lemonade Day:

Lemonade Day is a fun, experiential program that teaches kids how to start, own and operate their very own business: a lemonade stand. The program builds self-reliance and financial literacy and introduces important business & entrepreneurial skills. Children experience a new level of confidence and see new possibilities for their future as leaders, volunteers, and forward-thinking citizens.

The City of Lomita's application (attached to this report) was submitted on April 13, 2023, via an online portal. Staff will monitor and check the status of the application as results will be posted on the online portal.

### **OPTIONS**

None. Information only. Receive and file.

### **FISCAL IMPACT**

None. Information only. Receive and file.

### **ATTACHMENTS**

1. 2023 Helen Putnam Award for Excellence City application

Approved by:



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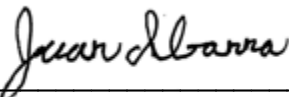
Gary Y. Sugano  
Assistant City Manager



---

Ryan Smoot  
City Manager

Prepared by:



---

Juan Ibarra  
Administrative Analyst

# HELEN PUTNAM AWARD for EXCELLENCE

## 2023 Application for the City of Lomita

### Application Reference

[Your Profile](#) | [Print Application](#)

Name of City:

City of Lomita

Current Population:

20,921

City General Fund Budget:

13,851,603

Category of Entry:

Ruth Vreeland Award for Engaging Youth in City Government

Brief Description of the Program:

Lemonade Day is a fun, experiential program that teaches kids how to start, own and operate their very own business: a lemonade stand. The program builds self-reliance and financial literacy and introduces important business & entrepreneurial skills. Children experience a new level of confidence and see new possibilities for their future as leaders, volunteers, and forward-thinking citizens.

Narrative:

Youth Involvement, civic engagement, and participation in organizations and social groups have steadily decreased over the years. The decrease in youth participation is an overarching problem in our society, and its effects spread to various components within and outside local government and communities. Youth engagement programs are a vital part of our society, and new innovative programs can be a powerful tool to combat the decline in youth participation. Youth programs can serve as an instrument to increase youth involvement and be a platform to teach our young citizens other positive and powerful lessons.

The City of Lomita values the connections that make our community strong and the ideals that keep our local businesses, schools, government organizations and community groups connected and thriving. These connections are the backbone of the ability for a community to not just continue to function, but to thrive. Lomita understands the importance of civic engagement from all of our community members, from seniors to young adults to children of all ages. Children are the future of our community, and it is incumbent upon us to build in them the necessary skills and values that will continue to sustain our communities.

Lomita is acknowledging the severity of the issue and implemented a youth engagement program that not only increases youth involvement in the community, but equally as important, teaches our young citizens the understanding of basic business and economic principles such as saving goals, planning, budgeting, evaluating business results, accounting, and reinvesting back into our communities all of which are the bedrocks of modern society. To establish a successful youth program, it must be implemented with a basis that the children are going to experience several interactions and participation with not just one organization but several organizations including non-profits, local businesses, local agencies and involvement within the community around them. The goal of the program is to give our youth the proper tools to become the business leaders, social advocates, community volunteers and forward-thinking citizens of tomorrow which in turn boosts continued youth involvement, civic engagement, and participation in the community.

Narrative Solution:

The City of Lomita is a small-town community where residents easily connect with their neighbors and work locally to support the community around them. Lomita is continuing this tradition by partnering with the Lomita Chamber of Commerce to develop and bring Lemonade Day Lomita to life. Lemonade Day is a free and fun learning program designed to provide youth a hands-on opportunity to be a small business owner for the day. Children are introduced to entrepreneurship through the real-world experience of starting their own business – a lemonade stand – the quintessential first business for budding entrepreneurs! By running their stand, they learn how to set a goal, make a plan and work the plan to achieve their dreams, all while dreaming, innovating, and gaining the foundational business and life skills needed to prepare them for a lifetime of success. Over the course of a multi-month training and educational program run by local business owners, Chamber/community volunteers, and youth organizations, the program teaches children how to start, own, and operate their very own business through the quintessential starting point for every American small business, the all-powerful lemonade stand. The program culminates with a Saturday full of lemon madness in which the City is inundated with young entrepreneurs setting up small business stands throughout the city and selling their tasty concoctions. The overarching goal of the program is to instill in young entrepreneurs the importance of innovation and the experience of creating a successful enterprise, saving for the future, and reinvesting back into their communities by taking a portion of their profits and donating it to a charity of their choice.

Like any successful small business launch, it requires more than just opening a business and selling a product. Before the launch of the Lemonade Day event, the Chamber of Commerce partnered with the City of Lomita to hold several introductory sessions in which young entrepreneurs met their sponsors, local business owners and other various members of the community to learn specific business lessons to help them prepare for success on Lemonade Day. Young entrepreneurs took part and studied over 17 different lesson plans that included lessons like creating budgets, setting profit-making goals, serving customers, repaying investors, and giving back to the community. Along the way, they acquire skills in goal-setting, problem solving, and gain self-esteem critical for future success. The young participants also obtained City business licenses and heard from staff about the importance of zoning and community participation. The LA County Health Department showed participants how to abide by proper safe food handling and health guidelines and a local credit union offered “micro loans” (which were ultimately forgiven, of course) to help start their lemonade stand business enterprise.

Additionally, to further increase participation, the City of Lomita hosts the Lemmy Awards event celebration shortly after the program concludes for the year. Lemmy Awards are presented to young entrepreneurs recognizing stand-out achievements in several categories, such as the Mayor’s Award, Lomita Youth Entrepreneur of the Year, Best Lemonade Stand, and many others.

#### Narrative Results:

Lemonade Day Lomita has been extremely successful in creating youth involvement in the community, establishing connections with local organizations, businesses, various agencies and teaching children basic business and economic principles. Lemonade Day Lomita created tremendous additional activities that further promote participation in the community and discovery of the tools needed to transform individual creativity into a successful business venture, instilling pride and ambition for future endeavors such as best tasting lemonade contest, building a stand demonstration, sign-making workshops, pop-up booths at farmers markets to promote their businesses, and business workshops through strategic lesson-based curriculum - an innovative hybrid of STEM + Social Emotional Learning + project-based education. The program has had substantial success since its introduction in 2021. Over the two years the program has been in the community, more than 200 youth participants have successfully completed the program and run more than 70 lemonade stands throughout our community with over \$39,000 total sales across all stands, over \$13,000 saved and \$8,196 total given to kids' chosen non-profits & charities.

With the help of the Lemonade Day curriculum and the program's teachings of business and economic principles Brianna Garcia, the owner of Bri’s Frozen Lemonades, won the 2021 Lemonade Day Lomita Youth Entrepreneur of the Year and went on to win the National Youth Entrepreneur of the Year. She has since kept her business going strong providing catering services for parties and special events (including the 2021 Lomita State of the City event), creating, and selling her own branded Bri’s merchandise, being interviewed by media and continuing to establish on-going relationships with local businesses, agencies and Lomita residents. Following

the footsteps of Bri's Frozen Lemonades, Pearl DiMassa was named the Lomita Youth Entrepreneur of the year for her innovation with her Lucky Lemonade Co. stand during the program's second year. Pearl's lemonade stand earned over \$1,700, which surpassed her projected goal which allowed her to donate more than \$1,400 to Harbor Pregnancy Help Center. Pearl presented her experience, feedback, results and future aspirations for herself and her business to the City Council and the Mayor on November 15, 2022. Pearl was received with a standing ovation for her presentation from the audience and city officials.

The program has received positive acclaim from the children, parents, local businesses, local agencies staff, and city officials. In a short span of the program coming to Lomita, the City has seen increased participation in various City events from children and parents. Lemonade Day Lomita has had a multiplier effect on surrounding cities and communities throughout Southern California. Having heard about the program's success, the Lomita Chamber and City of Lomita have been asked by other City Managers and leaders about how to bring Lemonade Day to their community. Other cities may bring Lemonade Day to their communities, and they can take part in the mission to help today's youth build self-esteem and new mindsets that can propel youth to success they likely would not have pursued, or known about, otherwise.

You Tube Link:

[Watch Video](#)

### **Program Information**

Name of Program: Lemonade Day Lomita

Date program was implemented: 2021-08-07

Program Contact Person: Heidi Butzine

Title: President & CEO

Address: 2315 Lomita Blvd, Suite #410

City: Lomita

Zip: 90717

Telephone: 424-378-7111

Fax: 424-263-5518

Email Address: [j.ibarra@lomitacity.com](mailto:j.ibarra@lomitacity.com)

### **Local Media Organizations to Notify**

Name:

Fax/Email:

Name:

Fax/Email:

### **City Manager/Administrator and Mayor**

City Mayor's Name: Barry Waite

Phone: 310-325-7110

City Manager's Name: Ryan Smoot

Phone: 310-325-7110

### **Project Photographs**

Image 1 (Bri's Frozen Lemonade Stand Construction Journey):

[Download PDF](#)

Image 2 (Bri's Frozen Lemonade Stand Construction Journey):

[Download PDF](#)

Image 3 (2 Brothers, A Sister, and A Lemonade Stand):

[Download PDF](#)

Image 4 (Golden Jade Lemonade):

[Download PDF](#)

Image 5 (Lemonade PUPS):

[Download PDF](#)

Image 6 (Lemonade Stand):

[Download PDF](#)

Image 7 (Lemonyayde Add some yay to your day):

[Download PDF](#)

Image 8 (Rainbow Lemonade):

[Download PDF](#)

Image 9 (Super Lemonade Bros!):

[Download PDF](#)

Image 10 (Pearl DiMassa City Council Recognition):

[Download PDF](#)

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## CITY OF LOMITA CITY COUNCIL REPORT

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

**FROM:** Ryan Smoot, City Manager

**PREPARED BY:** Lina Hernandez, Senior Management Analyst

**MEETING DATE:** May 2, 2023

**SUBJECT:** Discussion and Consideration of the Nomination of Ken Blackwood for the Lomita Circle of Honor Award

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### **RECOMMENDATION**

That the City Council provide staff direction regarding the nomination.

### **BACKGROUND**

On July 7, 2008, the City Council approved a policy (attached to this staff report) as an alternative to naming city facilities or other city assets after prominent Lomitians who have made significant contributions to the community. On October 6, 2008, the City Council approved the location and inscription of the Circle of Honor plaque that summarizes the purpose and objective of the action.

On July 20, 2009, the City Council approved the first plaque within the Circle of Honor for Jim Cole, former Councilmember and local Lomita historian.

On June 20, 2011, the City Council approved a memorial in honor of the late Tim King adjacent to the Circle of Honor (just south of that location).

On October 17, 2017, the City Council approved a second plaque within the Circle of Honor for Margaret Estrada, former Councilmember and Mayor, and community advocate.

The City has not received additional formal nominations since that time.

The criteria and nomination process for induction into the Circle of Honor are as follows:



- Prominent community figures who have displayed significant local civic achievement, historical importance and/or outstanding City service to the City of Lomita.
- Any Lomita resident may petition for the induction of another Lomita resident into the Circle of Honor. The petition shall contain a minimum of 20 Lomita residents in support of the nomination.
- A majority vote of the City Council is required for approval.

## **DISCUSSION**

### **Nomination of Ken Blackwood to the Circle of Honor**

As stated in the nomination papers, Mr. Blackwood's accomplishments include:

- Serving on the City Council for three terms (for a total of 12 years) including Mayor on three occasions
- Serving as President of the Los Angeles County Division's League of California Cities, President of the Lomita Sister City Association, and Chairperson of the South Bay Cities Council of Governments
- Implementing and recruiting in the city's CERT and active in the Lions Club International, California Lions Foundation, Lions Sight and Hearing Foundation, California Friends in Sight Foundation and a life member of the Friends of Lomita Library

Additional information regarding Ken Blackwood's nomination is attached to this staff report.

## **OPTIONS:**

Give staff further direction.

## **FISCAL IMPACT**

If approved, the cost of the plaque and installation will be borne by the petitioner. There would be minor negligible cost associated with park staff overseeing the installation of the plaque.

## **ATTACHMENTS**

1. Circle of Honor Policy
2. Nomination Form and Related Documentation

Reviewed by:



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Gary Y. Sugano  
Assistant City Manager

Approved by:



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Ryan Smoot  
City Manager

Prepared by:



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Lina Hernandez  
Senior Management Analyst

## **POLICY FOR INDUCTION INTO THE LOMITA CIRCLE OF HONOR**

### **Purpose**

The Circle of Honor is proposed to serve as an alternative to the practice of naming facilities or city assets after people. The City of Lomita has a limited number of city-owned facilities, and this method of recognition is a worthwhile medium to spotlight the work of people from the community who have gone above and beyond the call of duty to make Lomita a great place to live, work, and play.

### **Location**

The Circle of Honor will be prominently located in the outdoor rotunda area in front of Lomita City Hall which connects the stage where city events are conducted throughout the year. The recognition will consist of a standardized plaque embedded in the sidewalk that defines the rotunda area.

### **Nominations**

It is hereby established that, in inducting any individuals into the Lomita Circle of Honor, the City Council will provide final approval.

Consideration shall only be given to prominent community figures who have displayed significant local civic achievement, historical importance and/or outstanding City service to the City of Lomita. Said individual(s) shall not hold public office at the time of the naming action.

Any resident may petition for the induction of a resident into the Lomita Hall of Honor. The petition shall contain the names of at least twenty (20) Lomita residents in support of such induction. The petition shall be attached to a City Nomination form that is provided by the City of Lomita. (See attached) Upon receiving said petition, the City Council shall hold a public meeting to consider the request.

All approvals require a majority vote of the City Council.

### **Recognition Plaque**

A standardized plaque for inductees will need to be developed and costs associated with purchase and installation identified for Council consideration and approval. The petitioner (initiator of petition) shall be responsible for all costs associated with the purchase and installation of Recognition Plaque in the Lomita Circle of Honor. An installation fee shall be made payable to the City of Lomita upon approval of entry into the Lomita Circle of Honor and prior to installing plaque.

Received

Date: 3-9-23  
City of Lomita City Clerk  
24300 Narbonne Ave  
Lomita, CA 90717

MAR 09 2023  
Lomita  
City Clerk's Office

Margaret Estrada  
2017 240<sup>th</sup> St.  
Lomita, CA 90717

City of Lomita City Clerk,

Attached is the nomination form, attachments, and signatures for the Lomita Circle of Honor for Ken Blackwood. Please contact me regarding any questions. These forms and process were attained from Gary Sugano, Assistant of Manager and Linda.

Sincerely,

A handwritten signature in cursive script that reads "Margaret Estrada".

Margaret Estrada



Received

MAR 09 2023

Lomita  
City Clerk's Office

## CITY OF LOMITA

### NOMINATION FORM FOR LOMITA CIRCLE OF HONOR

1. Date Submitted: 3-9-23
2. Nominator Name: Margaret Estrada
3. Address: 2017 240th ST. Lomita, CA 90717
4. Phone (daytime): 310-539-6744 Cell: 310-210-3064
5. What group (if any) does the Nominator represent? \_\_\_\_\_
6. Proposed Inductee: Margaret Estrada
7. What is Nominator's relationship to Proposed Inductee? \_\_\_\_\_

8. Please discuss the reason for this nomination as it relates to criteria in Policy  
(Additional supportive information, photos, or articles may be attached):

Served on Lomita City Council 12 years

Served 3 terms Mayor, lived in Lomita over 30 years

and remained active serving the community and its programs  
until his death. "See Attached"

9. Community-wide activities Proposed Inductee is involved in: \_\_\_\_\_

"See Attached"

City of Lomita  
Nomination of Lomita Circle of Honor  
by Margaret Estrada

Attachment

Item 8: Discuss Reason for Nomination

Ken's accomplishments through the years are impressive. His daily unrecognized deeds in helping his fellow citizens are truly outstanding. He was always there helping the seniors in need as well as families and children.

Implemented and recruited residents to train in the Community Emergency Response Team (CERT Program).

Item 9:

Ken's many community activities include:

- Three terms as Mayor of the City of Lomita
- President of the Los Angeles County Division's League of California Cities
- Chairperson of the South Bay Cities Council of Governments
- President of the Lomita Sister City Association
- Lions Club International, District Governor for District 4-L3, which encompasses the southwest portion of Los Angeles.

Ken also serves on several community non-profit boards, including the California Lions Foundation, Lions Sight and Hearing Foundation, and California Friends in Sight Foundation.

**NOMINATION FORM FOR LOMITA CIRCLE OF HONOR  
(Page Two)**

**10. Local Clubs or organizations served by Inductee:** \_\_\_\_\_

"See Attached"

**11. Name(s) of Schools attended by Inductee:** \_\_\_\_\_

"See Attached"

**12. Why are you nominating the Individual?** \_\_\_\_\_

"See Attached"



Submit Form to:

City of Lomita City Clerk  
24300 Narbonne Avenue  
Lomita, CA 90717  
(310) 325-7110, ext. 113

I have received a copy of the Policy for Induction into the Lomita Circle of Honor and this nomination adheres to the criteria as outlined in the Policy. The statements contained within this document are true, to the best of my knowledge. If my nomination is approved, I am responsible for all costs incurred by the purchase and installation of the recognition plaque.

*Margaret Estrada*

Signature of Nominator

Dated: 3-9-23

Signature of person responsible for all cost incurred by the purchase and installation of the recognition plaque.

Signature

*Tina Tsai*  
Tina Tsai

## Item 12 Why I am nominating Ken Blackwood

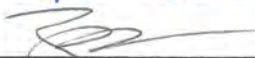

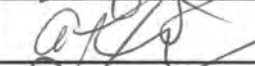


Ken's tirelessly worked for his community and those individuals who were less fortunate.

All of the organizations and programs he implemented are helping our community. Through his efforts, not only do our communities benefit, so does the county.

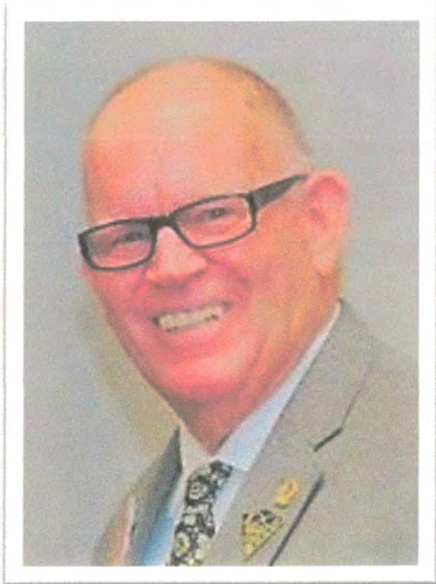
I appreciate his values, kindness and I want his professionalism and his goodness and examples of service recognized by our city.



Circle of Honor Nomination - Ken Blackwood

	Print Name	Signature	Address	Date
1	MARGARET SIRADA	Margaret Sirada	2017-246th St. Lomita 90717	3/7/23
2	JANET VILLASENOR	Janet Villaseñor	2022 240th Lomita 90717	3-7-23
3	Gilbert Villaseñor	Gilbert Villaseñor	2022 240th Lomita 90717	3-7-23
4	Kim Villaseñor	Kim Villaseñor	2022 240th Lomita 90717	3-7-23
5	Zoila Mendiola		2024 240th Lomita 90717	3-7-23
6	MIKE SCHARWAGI		2026 240th Lomita 90717	3-7-23
7	ALLISON LOCKER		2026 240th Lomita 90717	3-7-23
8	David Albert	David Albert	2055 240 St. Lomita 90717	3-7-23
9	Patricia Key	Patricia Key	2056 240th Lomita 90717	3-7-23
10	JON Key	Jon Key	2056 240th Lomita 90717	3-7-23
11	David Chung		2046 240th St Lomita 90717	3-7-23
12	MIKE LEONE	Mike Leone	2078 240th ST Lomita 90717	3-7-23
13	Suzy Leone	Suzy Leone	2078 240th ST. Lomita 90717	3-7-23
14	Nathaniel Leone	Nathaniel Leone	2078 240th ST Lomita 90717	3-7-23
15	Nicholas Leone	Nicholas Leone	2078 240th ST Lomita 90717	3-7-23
16	Philip Osejy		2048 240th St Lomita 90717	3-7-23
17	Karen Depriest	KAREN DEPRIEST	1926 240th St. Lomita, CA 90713	3-7-23
18	CHUCK JOHNSON	Chuck Johnson	1926 240th St. Lomita, CA 90717	3-7-23

19	Monique Tippie	Monique Tippie	1919 240 <sup>th</sup> Street Lomita	3/7/2023
20	Donald E Tippie	Donald E Tippie	1919 240 <sup>th</sup> Street Lomita	3/7/2023
21	Cynthia Purkey	Cynthia Purkey	23845 Walnut St Torrance Lomita	3-7-23
22	Jessica Purkey	Jessica Purkey	23845 Walnut St TORRANCE	3-7-23
23	Ronald Purkey	Ronald Purkey	23845 Walnut St Torrance	3-7-23
24	Matthew Purkey	Matthew Purkey	1902 W. 240th St Lomita	3-7-23
25	Don Sumwaga	Don Sumwaga	1933 W. 24 <sup>th</sup> St Lomita CA	3-7-23
26	Colleen Sumwaga	Colleen Sumwaga	1933 W. 24 <sup>th</sup> St Lomita, CA	3-7/2023
27	Natricia Palos	Natricia Palos	23910 OLSON Lane, Lomita	3/7/23
28	Edward Palos	Edward Palos	23910 OLSON Lane, Lomita	3/7/23
29	Carla Reinart	Carla Reinart	2016 240th St Lomita	3/7/23
30	TINA TSAI	Tina Ching Ching	6565 MONERO DR. R.P.V. CA90275	3/7/23



## Ken Blackwood

March 11, 1951 – January 23, 2023

Ken Blackwood was a deeply compassionate man who actively pursued ways that would help to improve life for everyone.

Ken was born in Inglewood, California, and had lived most of his life in the South Bay area of Los Angeles County where he learned the value of community service from his parents and extended family.

He was a graduate of Webster University of Saint Louis, Missouri earning a Bachelor of Arts Degree in Business Management.

He resided in the City of Lomita for more than 30 years. As a realtor he helped his clients realize their dreams that earned the honor of the prestigious Century 21 "Centurion" Award every year since 1986.

He had been an active member of the South Bay Lomita Lions Club since 2009, and as a member, served in most of the Club Board of Directors positions including Club Secretary and as Club President 3 times. He played an instrumental role in the recruitment of 10 new members for the club this Lion year 2022-2023.

PDG Lion Ken served District 4-L3 by holding several Cabinet positions including District Governor 2018-2019 and served this year as Chairperson for several District committees including the Kid Sight Committee, the Past District Governor Advisory Committee, the District Nominating Committee, and the District Tax Compliance Committee.

PDG Lion Ken also served as a member of the California Lions Foundation Executive Board of Directors. Lions Sight and Hearing Foundation and California Friends in Sight Foundation.

PDG Lion Ken received several Lions awards and honors some of which are:

- South Bay Lomita Lions Club Lion of the Year in 2010 and 2014.
- 3 Diamond Progressive Melvin Jones Fellow
- California Lions Foundation Kay K. Fukushima Fellow
- International President's Medal for Leadership during 2017



Ken was instrumental in organizing the Inglewood City of Champions Lion Club, and currently serves as a mentor to many District 4L3 Lions.

Ken served his community not only as a Lion but in many community activities including

- Three terms as Mayor of the City of Lomita
- President of the Los Angeles County Division of League of California Cities
- Chairperson of the South Bay Cities Council of Governments
- President of the Lomita Sister City Association.
- A Life Member of Friends of Lomita Library

Ken believed community service is a core obligation of everyone who has the ability to help those in need.

Lion Ken shares his passion for service with Lion Tina. They both believe that Lions simply are; Good people, doing good deeds, to help those in need. His Moto: **WE CARE – WE SERVE**

Ken enjoyed travel, hiking, photography, drawing and had a great love of reading. He loved the beauty of a modest life. He believed that one can be happy in a modest life with simple hobbies.

Ken is survived by his daughter Elizabeth, son Kevin and longtime companion Tina.

Ken Blackwood will be greatly missed. He was a continuing asset to the Lions Club, the community and the world.



When one thinks about Ken Blackwood's life we are reminded of the quote by Lee Iacocca,

"The thing that lies at the foundation of positive change, the way I see it, is service to a fellow human being."





## CITY OF LOMITA CITY COUNCIL REPORT

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

**FROM:** Ryan Smoot, City Manager

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

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

**MEETING DATE:** May 2, 2023

**SUBJECT:** Discussion and Consideration of a Resolution of Intent to Levy Annual Assessments for Landscape Maintenance District No. 1 for Fiscal Year 2023-2024

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### **RECOMMENDATION**

Adopt resolution and set the public hearing date for June 6, 2023.

### **BACKGROUND**

At its regular scheduled meeting of April 18, 2023, City Council adopted Resolution No. 2023-07 directing the Public Works Director to prepare and file the engineer's report for Landscape Maintenance District No. 1, (hereafter referred to as LMD No. 1). The report has been prepared and is attached.

Tonight's resolution will set the hearing date and approve the engineer's report recommending an assessment of \$55.63 per parcel within LMD No. 1 for fiscal year 2023-24. The assessment will be included on the property tax bill prepared by the County of Los Angeles.

LMD No. 1 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.

LMD No. 1 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 LMD No. 1 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 LMD No. 1.

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 LMD No. 1.

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

In order to assess the District for the coming year, the attached resolution must be passed.

### **OPTIONS**

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

### **FISCAL IMPACT**

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

### **ATTACHMENTS**

- 1) Draft Resolution
- 2) Engineer's Report

Reviewed by:



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Gary Y. Sugano  
Assistant City Manager

Approved by:



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Ryan Smoot  
City Manager

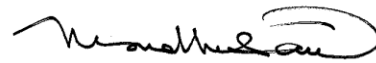
Reviewed by:



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Carla Dillon, P.E.  
Public Works Director

Prepared by:



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Mondher Saïed, P.E.  
Senior Civil Engineer

**RESOLUTION NO. 2023-10**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING THE ENGINEER'S REPORT FOR THE CITY OF LOMITA'S LANDSCAPE MAINTENANCE DISTRICT NO. 1 CHARGES FOR FISCAL YEAR 2023-24 AND DECLARING THE INTENT OF THE CITY COUNCIL TO LEVY AND COLLECT ASSESSMENTS WITHIN THE LOMITA LANDSCAPE MAINTENANCE DISTRICT NO. 1 FOR THE FISCAL YEAR COMMENCING JULY 1, 2023, AND ENDING JUNE 30, 2024, AND SETTING A PUBLIC HEARING DATE OF JUNE 6, 2023**

**THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, DOES RESOLVE AS FOLLOWS:**

**SECTION 1.** The City Council has examined and reviewed the Engineer's Report, attached hereto as **Exhibit A**, as presented, and is satisfied with the description of the District, the improvements identified therein, each of the budget items and documents set forth, and is satisfied that the proposed assessments and charges have been spread proportionately in accordance with the special benefit each property receives from the improvements, operation, maintenance and services to be performed, as set forth in said Engineer's Report or as modified by Council action and incorporated herein.

**SECTION 2.** That the City Council of the City of Lomita, California, intends to levy annual assessments for Landscape Maintenance District No. 1 pursuant to the Landscaping and Lighting Act of 1972, being 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.

**SECTION 3.** That the existing improvements are described in the Engineer's Report and no new improvements or substantial changes in the existing improvements are contemplated.

**SECTION 4.** That said Lomita Landscape Maintenance District No. 1 is the Palos Verdes Drive North bicycle path, including trails, landscaping and irrigation, the boundaries of which are fully described in detail in the Engineer's Report on the maintenance of landscaping for the fiscal year commencing July 1, 2023, and ending June 30, 2024. Said report contains the proposed assessments upon assessable lots and parcels of land within the district and is on file with the Lomita City Clerk.

**SECTION 5.** That notice is hereby given that the hearing on the levy of the proposed assessment by the City Council of the City of Lomita, in accordance with Streets and Highways Code section 22625, shall be held on June 6, 2023, at 6:00 pm



in the Council Chambers at Lomita City Hall, 24300 Narbonne Avenue, Lomita, California.

**SECTION 6.** That the assessment is not proposed to increase from the previous year.

**SECTION 7:** This Resolution will become effective immediately upon adoption.

**SECTION 8:** The City Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

**PASSED, APPROVED, AND ADOPTED,** this 2<sup>nd</sup> day of May 2023.

\_\_\_\_\_  
Barry Waite, Mayor

ATTEST:

\_\_\_\_\_  
Kathleen Horn Gregory, MMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Trevor Rusin, City Attorney



**CITY OF LOMITA**

**ENGINEER'S REPORT  
PROPOSED ASSESSMENT**

**FOR**

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

INTENT MEETING: May 2, 2023

PUBLIC HEARING: June 6, 2023

Prepared By:

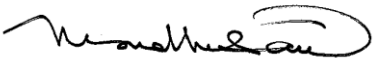
Mondher Saïed, P.E.  
SENIOR CIVIL ENGINEER

# Affidavit for the Engineer's Report

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

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

Dated this 2<sup>nd</sup> day of May 2023

Prepared By:  \_\_\_\_\_

Mondher Saied, P.E.  
Senior Civil Engineer

# Introduction

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

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

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

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

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

This report consists of five (5) parts:

## Part I

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

## Part II

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

## Part III

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

## Part IV

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

## Part V

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

# Part I – Plans and Specifications

## Description of the District

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

## Improvements and Services

Improvements and Services Authorized by the 1972 Act

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

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

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

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

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

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

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

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

## **Description of the Improvements**

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

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



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

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

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

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

## **Excluded Improvements**

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

## Part II – Method of Apportionment

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

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

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

### Benefit Analysis

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

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

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

The special benefits associated with such landscape improvements may include:

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

area.

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

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

## **General Benefit**

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

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

## **Assessment Methodology**

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

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

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

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

### **Part III – Proposed Budget**

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

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

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

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

## Assessment Calculation

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

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

## Part IV – Boundary Diagram

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

CITY OF LOMITA  
LANDSCAPE MAINTENANCE DISTRICT NO. 1  
TRACT 25201 (ROLLING RANCHOS)

CITY OF LOMITA,  
COUNTY OF LOS ANGELES,  
STATE OF CALIFORNIA

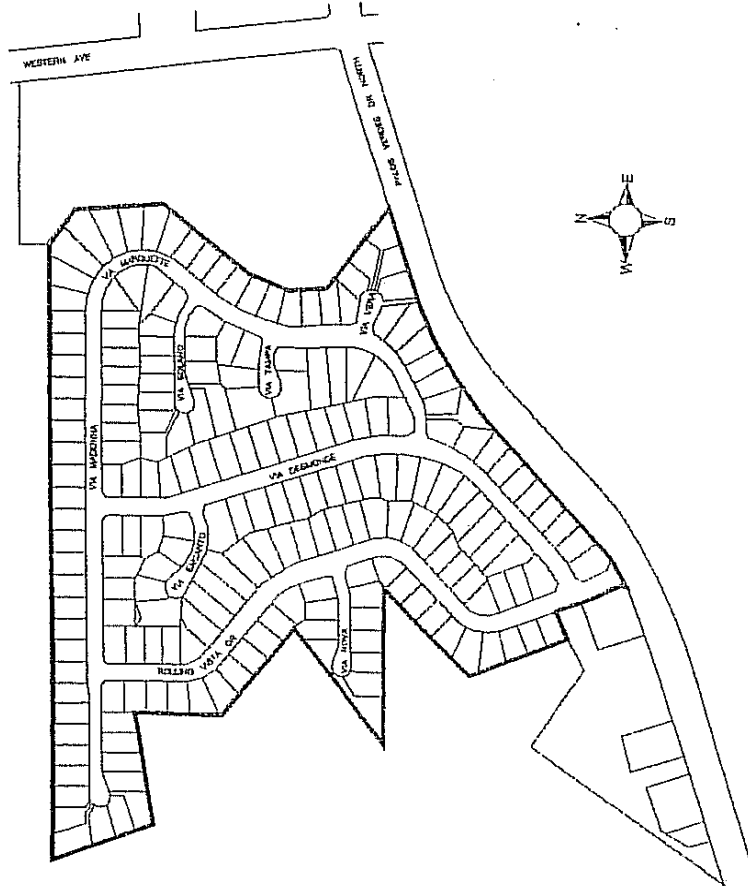
FILED IN THE OFFICE OF THE CITY CLERK THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

CITY CLERK  
CITY OF LOMITA

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DOCUMENT SHALL BE THE SAME AS SHOWN ON THE RECORD MAPS AND DIMENSIONS AS SHOWN ON THE LOS ANGELES COUNTY ASSESSORS MAPS FOR THOSE PARCELS LISTED.

THE LOS ANGELES COUNTY ASSESSORS MAPS SHALL GOVERN FOR ALL DETAIL CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

LEGEND  
————— DISTRICT BOUNDARY



## Part V – 2023/ 2024 Assessment Roll

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the Los Angeles County Assessor Parcel Maps and/or the Los Angeles County Secured Tax Roll for the year in which this Report is prepared. The proposed assessment for each parcel has been prepared in accordance with the assessment rates presented in the budget and the method of apportionment described in this Report.

The assessment information for each parcel as outlined in this Report and confirmed by the City Council shall be submitted to the County Auditor/Controller to be included on the property tax roll for Fiscal Year 2023/2024. If the parcels or assessment numbers referenced by this Report are re-numbered, re-apportioned or changed by the County Assessor's Office after approval of this Report, the new parcel or assessment numbers with the appropriate assessment amount will be submitted to the County Auditor/Controller. If the parcel change made by the County includes a parcel split, parcel merger, or tax status change, the assessment amount submitted on the new parcels will be based on the method of apportionment and assessment rates approved in this Report by the City Council.

Assessed Record No.	Assessor Parcel Number	Description	Maximum Assessment	Proposed Assessment FY 2023/2024
1	7549-009-001	Single-Family Residential	\$55.63	\$55.63
2	7549-009-002	Single-Family Residential	\$55.63	\$55.63
3	7549-009-003	Single-Family Residential	\$55.63	\$55.63
4	7549-009-004	Single-Family Residential	\$55.63	\$55.63
5	7549-009-005	Single-Family Residential	\$55.63	\$55.63
6	7549-009-006	Single-Family Residential	\$55.63	\$55.63
7	7549-009-007	Single-Family Residential	\$55.63	\$55.63
8	7549-009-008	Single-Family Residential	\$55.63	\$55.63
9	7549-009-009	Single-Family Residential	\$55.63	\$55.63
10	7549-009-010	Single-Family Residential	\$55.63	\$55.63
11	7549-009-011	Single-Family Residential	\$55.63	\$55.63
12	7549-009-012	Single-Family Residential	\$55.63	\$55.63
13	7549-009-013	Single-Family Residential	\$55.63	\$55.63
14	7549-009-014	Single-Family Residential	\$55.63	\$55.63
15	7549-009-015	Single-Family Residential	\$55.63	\$55.63
16	7549-009-016	Single-Family Residential	\$55.63	\$55.63
17	7549-009-017	Single-Family Residential	\$55.63	\$55.63
18	7549-009-018	Single-Family Residential	\$55.63	\$55.63
19	7549-009-019	Single-Family Residential	\$55.63	\$55.63
20	7549-009-020	Single-Family Residential	\$55.63	\$55.63
21	7549-009-021	Single-Family Residential	\$55.63	\$55.63
22	7549-010-001	Single-Family Residential	\$55.63	\$55.63
23	7549-010-002	Single-Family Residential	\$55.63	\$55.63
24	7549-010-003	Single-Family Residential	\$55.63	\$55.63
25	7549-010-004	Single-Family Residential	\$55.63	\$55.63
26	7549-010-005	Single-Family Residential	\$55.63	\$55.63

<b>Assessed Record No.</b>	<b>Assessor Parcel Number</b>	<b>Description</b>	<b>Maximum Assessment</b>	<b>Proposed Assessment FY 2023/2024</b>
27	7549-010-006	Single-Family Residential	\$55.63	\$55.63
28	7549-010-007	Single-Family Residential	\$55.63	\$55.63
29	7549-010-008	Single-Family Residential	\$55.63	\$55.63
30	7549-010-009	Single-Family Residential	\$55.63	\$55.63
31	7549-010-010	Single-Family Residential	\$55.63	\$55.63
32	7549-010-011	Single-Family Residential	\$55.63	\$55.63
33	7549-010-012	Single-Family Residential	\$55.63	\$55.63
34	7549-010-013	Single-Family Residential	\$55.63	\$55.63
35	7549-010-014	Single-Family Residential	\$55.63	\$55.63
36	7549-010-015	Single-Family Residential	\$55.63	\$55.63
37	7549-010-016	Single-Family Residential	\$55.63	\$55.63
38	7549-010-017	Single-Family Residential	\$55.63	\$55.63
39	7549-011-001	Single-Family Residential	\$55.63	\$55.63
40	7549-011-002	Single-Family Residential	\$55.63	\$55.63
41	7549-011-003	Single-Family Residential	\$55.63	\$55.63
42	7549-011-004	Single-Family Residential	\$55.63	\$55.63
43	7549-011-005	Single-Family Residential	\$55.63	\$55.63
44	7549-011-006	Single-Family Residential	\$55.63	\$55.63
45	7549-011-007	Single-Family Residential	\$55.63	\$55.63
46	7549-011-008	Single-Family Residential	\$55.63	\$55.63
47	7549-011-009	Single-Family Residential	\$55.63	\$55.63
48	7549-011-010	Single-Family Residential	\$55.63	\$55.63
49	7549-011-011	Single-Family Residential	\$55.63	\$55.63
50	7549-011-012	Single-Family Residential	\$55.63	\$55.63
51	7549-011-013	Single-Family Residential	\$55.63	\$55.63
52	7549-011-014	Single-Family Residential	\$55.63	\$55.63
53	7549-011-015	Single-Family Residential	\$55.63	\$55.63
54	7549-011-016	Single-Family Residential	\$55.63	\$55.63
55	7549-011-017	Single-Family Residential	\$55.63	\$55.63
56	7549-011-018	Single-Family Residential	\$55.63	\$55.63
57	7549-011-019	Single-Family Residential	\$55.63	\$55.63
58	7549-011-020	Single-Family Residential	\$55.63	\$55.63
59	7549-011-021	Single-Family Residential	\$55.63	\$55.63
60	7549-011-022	Single-Family Residential	\$55.63	\$55.63
61	7549-011-023	Single-Family Residential	\$55.63	\$55.63
62	7549-011-024	Single-Family Residential	\$55.63	\$55.63
63	7549-011-025	Single-Family Residential	\$55.63	\$55.63
64	7549-011-026	Single-Family Residential	\$55.63	\$55.63
65	7549-011-027	Single-Family Residential	\$55.63	\$55.63
66	7549-011-028	Single-Family Residential	\$55.63	\$55.63
67	7549-012-001	Single-Family Residential	\$55.63	\$55.63
68	7549-012-002	Single-Family Residential	\$55.63	\$55.63
69	7549-012-003	Single-Family Residential	\$55.63	\$55.63
70	7549-012-004	Single-Family Residential	\$55.63	\$55.63
71	7549-012-005	Single-Family Residential	\$55.63	\$55.63
72	7549-012-006	Single-Family Residential	\$55.63	\$55.63
73	7549-012-007	Single-Family Residential	\$55.63	\$55.63
74	7549-012-008	Single-Family Residential	\$55.63	\$55.63
75	7549-012-009	Single-Family Residential	\$55.63	\$55.63
76	7549-012-010	Single-Family Residential	\$55.63	\$55.63
77	7549-012-011	Single-Family Residential	\$55.63	\$55.63
78	7549-012-012	Single-Family Residential	\$55.63	\$55.63
79	7549-012-013	Single-Family Residential	\$55.63	\$55.63
80	7549-012-014	Single-Family Residential	\$55.63	\$55.63



<b>Assessed Record No.</b>	<b>Assessor Parcel Number</b>	<b>Description</b>	<b>Maximum Assessment</b>	<b>Proposed Assessment FY 2023/2024</b>
81	7549-012-015	Single-Family Residential	\$55.63	\$55.63
82	7549-012-016	Single-Family Residential	\$55.63	\$55.63
83	7549-012-017	Single-Family Residential	\$55.63	\$55.63
84	7549-012-018	Single-Family Residential	\$55.63	\$55.63
85	7549-012-019	Single-Family Residential	\$55.63	\$55.63
86	7549-012-020	Single-Family Residential	\$55.63	\$55.63
87	7549-012-021	Single-Family Residential	\$55.63	\$55.63
88	7549-012-022	Single-Family Residential	\$55.63	\$55.63
89	7549-012-023	Single-Family Residential	\$55.63	\$55.63
90	7549-012-024	Single-Family Residential	\$55.63	\$55.63
91	7549-012-025	Single-Family Residential	\$55.63	\$55.63
92	7549-012-026	Single-Family Residential	\$55.63	\$55.63
93	7549-012-027	Single-Family Residential	\$55.63	\$55.63
94	7549-012-028	Single-Family Residential	\$55.63	\$55.63
95	7549-012-029	Single-Family Residential	\$55.63	\$55.63
96	7549-012-030	Single-Family Residential	\$55.63	\$55.63
97	7549-012-031	Single-Family Residential	\$55.63	\$55.63
98	7549-012-032	Single-Family Residential	\$55.63	\$55.63
99	7549-012-033	Single-Family Residential	\$55.63	\$55.63
100	7549-012-034	Single-Family Residential	\$55.63	\$55.63
101	7549-013-001	Single-Family Residential	\$55.63	\$55.63
102	7549-013-002	Single-Family Residential	\$55.63	\$55.63
103	7549-013-003	Single-Family Residential	\$55.63	\$55.63
104	7549-013-004	Single-Family Residential	\$55.63	\$55.63
105	7549-013-005	Single-Family Residential	\$55.63	\$55.63
106	7549-013-006	Single-Family Residential	\$55.63	\$55.63
107	7549-013-007	Single-Family Residential	\$55.63	\$55.63
108	7549-013-008	Single-Family Residential	\$55.63	\$55.63
109	7549-013-009	Single-Family Residential	\$55.63	\$55.63
110	7549-013-010	Single-Family Residential	\$55.63	\$55.63
111	7549-013-011	Single-Family Residential	\$55.63	\$55.63
112	7549-013-012	Single-Family Residential	\$55.63	\$55.63
113	7549-013-013	Single-Family Residential	\$55.63	\$55.63
114	7549-013-014	Single-Family Residential	\$55.63	\$55.63
115	7549-013-015	Single-Family Residential	\$55.63	\$55.63
116	7549-013-016	Single-Family Residential	\$55.63	\$55.63
117	7549-013-017	Single-Family Residential	\$55.63	\$55.63
118	7549-013-018	Single-Family Residential	\$55.63	\$55.63
119	7549-013-019	Single-Family Residential	\$55.63	\$55.63
120	7549-013-020	Single-Family Residential	\$55.63	\$55.63
121	7549-013-021	Single-Family Residential	\$55.63	\$55.63
122	7549-013-022	Single-Family Residential	\$55.63	\$55.63
123	7549-013-023	Single-Family Residential	\$55.63	\$55.63
124	7549-013-024	Single-Family Residential	\$55.63	\$55.63
125	7549-013-025	Single-Family Residential	\$55.63	\$55.63
126	7549-013-026	Single-Family Residential	\$55.63	\$55.63
127	7549-013-027	Single-Family Residential	\$55.63	\$55.63
128	7549-013-028	Single-Family Residential	\$55.63	\$55.63
129	7549-013-029	Single-Family Residential	\$55.63	\$55.63
130	7549-013-030	Single-Family Residential	\$55.63	\$55.63
131	7549-013-031	Single-Family Residential	\$55.63	\$55.63
132	7549-013-032	Single-Family Residential	\$55.63	\$55.63
133	7549-014-001	Single-Family Residential	\$55.63	\$55.63
134	7549-014-002	Single-Family Residential	\$55.63	\$55.63

<b>Assessed Record No.</b>	<b>Assessor Parcel Number</b>	<b>Description</b>	<b>Maximum Assessment</b>	<b>Proposed Assessment FY 2023/2024</b>
135	7549-014-003	Single-Family Residential	\$55.63	\$55.63
136	7549-014-004	Single-Family Residential	\$55.63	\$55.63
137	7549-014-005	Single-Family Residential	\$55.63	\$55.63
138	7549-014-006	Single-Family Residential	\$55.63	\$55.63
139	7549-014-007	Single-Family Residential	\$55.63	\$55.63
140	7549-014-008	Single-Family Residential	\$55.63	\$55.63
141	7549-014-009	Single-Family Residential	\$55.63	\$55.63
142	7549-014-010	Single-Family Residential	\$55.63	\$55.63
143	7549-014-011	Single-Family Residential	\$55.63	\$55.63
144	7549-014-012	Single-Family Residential	\$55.63	\$55.63
145	7549-014-013	Single-Family Residential	\$55.63	\$55.63
146	7549-014-014	Single-Family Residential	\$55.63	\$55.63
147	7549-014-015	Single-Family Residential	\$55.63	\$55.63
148	7549-014-016	Single-Family Residential	\$55.63	\$55.63
149	7549-014-017	Single-Family Residential	\$55.63	\$55.63
150	7549-014-018	Single-Family Residential	\$55.63	\$55.63
151	7549-014-019	Single-Family Residential	\$55.63	\$55.63
152	7549-014-020	Single-Family Residential	\$55.63	\$55.63
153	7549-014-021	Single-Family Residential	\$55.63	\$55.63
154	7549-014-022	Single-Family Residential	\$55.63	\$55.63
155	7549-014-023	Single-Family Residential	\$55.63	\$55.63
156	7549-014-024	Single-Family Residential	\$55.63	\$55.63
157	7549-014-025	Single-Family Residential	\$55.63	\$55.63
158	7549-014-026	Single-Family Residential	\$55.63	\$55.63
159	7549-014-027	Single-Family Residential	\$55.63	\$55.63
160	7549-014-028	Single-Family Residential	\$55.63	\$55.63
161	7549-014-029	Single-Family Residential	\$55.63	\$55.63
162	7549-014-030	Single-Family Residential	\$55.63	\$55.63
163	7549-015-001	Single-Family Residential	\$55.63	\$55.63
164	7549-015-002	Single-Family Residential	\$55.63	\$55.63
165	7549-015-003	Single-Family Residential	\$55.63	\$55.63
166	7549-015-004	Single-Family Residential	\$55.63	\$55.63
167	7549-015-005	Single-Family Residential	\$55.63	\$55.63
168	7549-015-006	Single-Family Residential	\$55.63	\$55.63
169	7549-015-007	Single-Family Residential	\$55.63	\$55.63
170	7549-015-008	Single-Family Residential	\$55.63	\$55.63
171	7549-015-009	Single-Family Residential	\$55.63	\$55.63
172	7549-015-010	Single-Family Residential	\$55.63	\$55.63
173	7549-015-011	Single-Family Residential	\$55.63	\$55.63
174	7549-015-012	Single-Family Residential	\$55.63	\$55.63
175	7549-015-013	Single-Family Residential	\$55.63	\$55.63
176	7549-015-014	Single-Family Residential	\$55.63	\$55.63
177	7549-015-015	Single-Family Residential	\$55.63	\$55.63
178	7549-015-016	Single-Family Residential	\$55.63	\$55.63
179	7549-015-017	Single-Family Residential	\$55.63	\$55.63
180	7549-015-018	Single-Family Residential	\$55.63	\$55.63
181	7549-015-019	Single-Family Residential	\$55.63	\$55.63
182	7549-015-020	Single-Family Residential	\$55.63	\$55.63
183	7549-015-021	Single-Family Residential	\$55.63	\$55.63
184	7549-015-022	Single-Family Residential	\$55.63	\$55.63
185	7549-015-023	Single-Family Residential	\$55.63	\$55.63
186	7549-015-024	Single-Family Residential	\$55.63	\$55.63
187	7549-015-025	Single-Family Residential	\$55.63	\$55.63
188	7549-015-026	Single-Family Residential	\$55.63	\$55.63

<b>Assessed Record No.</b>	<b>Assessor Parcel Number</b>	<b>Description</b>	<b>Maximum Assessment</b>	<b>Proposed Assessment FY 2023/2024</b>
189	7549-015-027	Single-Family Residential	\$55.63	\$55.63
190	7549-015-028	Single-Family Residential	\$55.63	\$55.63
191	7549-015-029	Single-Family Residential	\$55.63	\$55.63
192	7549-015-030	Single-Family Residential	\$55.63	\$55.63
193	7549-015-031	Single-Family Residential	\$55.63	\$55.63
194	7549-015-032	Single-Family Residential	\$55.63	\$55.63
195	7549-015-033	Single-Family Residential	\$55.63	\$55.63
196	7549-015-034	Single-Family Residential	\$55.63	\$55.63
197	7549-015-035	Single-Family Residential	\$55.63	\$55.63
198	7549-015-036	Single-Family Residential	\$55.63	\$55.63
199	7549-015-037	Single-Family Residential	\$55.63	\$55.63
200	7549-015-038	Single-Family Residential	\$55.63	\$55.63
201	7549-015-039	Single-Family Residential	\$55.63	\$55.63
202	7549-015-040	Single-Family Residential	\$55.63	\$55.63
203	7549-015-041	Single-Family Residential	\$55.63	\$55.63
204	7549-015-042	Single-Family Residential	\$55.63	\$55.63
205	7549-015-043	Single-Family Residential	\$55.63	\$55.63
206	7549-015-044	Single-Family Residential	\$55.63	\$55.63
207	7549-016-001	Single-Family Residential	\$55.63	\$55.63
208	7549-016-002	Single-Family Residential	\$55.63	\$55.63
209	7549-016-003	Single-Family Residential	\$55.63	\$55.63
210	7549-016-004	Single-Family Residential	\$55.63	\$55.63
211	7549-016-005	Single-Family Residential	\$55.63	\$55.63
<b>Total</b>			<b>\$11,737.93</b>	<b>\$11,737.93</b>



## CITY OF LOMITA CITY COUNCIL REPORT

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

**FROM:** Ryan Smoot, City Manager

**PREPARED BY:** Brianna Rindge, Community & Economic Development Director

**MEETING DATE:** May 2, 2023

**SUBJECT:** Discussion and Consideration of a Professional Services Agreement with De Novo Planning Group for General Plan & Zoning Ordinance Update

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### **RECOMMENDATION**

Approve a Professional Services Agreement with De Novo Planning Group for the General Plan and Comprehensive Zoning Code Update and all California Environmental Quality Act work in the amount of \$1,324,482 plus a 10% contingency amount of \$132,448 through fiscal year 2024-2025; and authorize the City Manager and City Clerk to execute the Agreement.

### **BACKGROUND**

At the February 21 and March 21, 2023, City Council meetings and the April 10, 2023 Planning Commission meeting, staff detailed the need for an update to the City's 25-year-old General Plan – Something the City Council has discussed and planned for over the last number of years. With a new, permanent Community and Economic Development director, an approved Safety Element, a successfully certified Housing Element, and new State mandates, the City Council directed staff to release a Request for Proposals (RFP) for a coordinated update of the General Plan and zoning ordinance, including all CEQA analysis. The focus of the Update is to respond to changes in the community and circumstances that affect the future direction of Lomita. The updates will be based upon the results of a comprehensive visioning process and public engagement program to ensure that all perspectives of the community have a voice and are represented in shaping Lomita's future. The entire process is expected to take approximately 2 years. The staff report presented at the February 21, 2023 City Council meeting projected approximately \$1,300,000 total cost.

## **ANALYSIS**

After reviewing the three proposals and conducting interviews, Staff recommends selecting De Novo Planning Group, who will utilize EPS-Economic & Planning Systems, Kittelson & Associates, Inc., MD Acoustics, Cogstone, Fuscoe Engineering, Inc., JZMK Partners, and City Advisors as subconsultants. The firm was founded in 2008 and expanded to Orange County in 2017. The group has successfully completed over 400 comprehensive general plans, visioning plans, specific plans, housing elements, environmental impact reports, negative declarations, initial studies, NEPA analyses, climate action plans, biological assessments, wetland delineations, and development projects throughout California. From the firm:

*“Our philosophy is to proactively plan and design projects in such a way that public and environmental concerns are addressed and accommodated early in the process. We strongly believe in the use of local knowledge for developing sensible and cost-effective solutions to local concerns. Our solutions integrate local knowledge with the best available resources to achieve recognized national and international standards for planning and environmental management, to achieve a balance in local economic, social, and environmental goals. De Novo Planning Group is dedicated to fostering a partnership with each agency we serve, through listening to the community and stakeholders and reflecting the ideas and concerns we hear in the approach developed for each project.”*

Along with the subconsultants, the De Novo team has worked together successfully on many similar projects in other jurisdictions. Staff solicited references from the cities of Hawthorne, Lake Forest, Lawndale, San Jacinto, San Marcos, and Westminster regarding their experience working with De Novo, as follows.

- “An absolute pleasure to work with”
- High attention to detail, articulate, timely, professional, flexible
- Excellent public participation process; attended many community events with fun ways to engage the public
- Understands that cities are different thus different approaches may be better
- Iron-clad CEQA work
- Handled responsiveness to HCD issues smoothly
- The larger team at De Novo has a lot of depth to draw on
- American Planning Association Inland Empire Section Award for Public Outreach
- American Planning Association Orange Section Award of Excellence for a Comprehensive Plan
- SCAG Sustainability Award of Excellence for Best Practices
- Perry Banner (project manager) has a long history in the South Bay
- “Would select De Novo again in a heartbeat”

The staff report presented at the February 21, 2023 City Council meeting projected approximately \$1,300,000 total cost. Of the three proposals, De Novo’s proposal came in the lowest (\$1,324,482) as compared to Rangwala and Michael Baker’s cost proposals of \$1,470,371 and \$1,821,917, before contingency. Despite the low cost, the work product

De Novo walked us through was the most complete and most directly mirrored the needs for the City as expressed through the RFP.

**OPTIONS:**

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

**FISCAL IMPACT**

Anticipating this large project, the City Council previously approved allocating \$400,000 to a special fund for this purpose, and the current 2-year budget allocates another \$200,000 each year through Fiscal Year '2023-24 for a total of \$800,000. The project will incur costs in the budget years 22-23, 23-24, and 24-25. Should the City move forward with De Novo's proposal at \$1,324,482 plus a 10% contingency (yielding a total of \$1,456,930), the \$800,000 currently appropriated for this purpose will cover the first portion of the work and staff anticipates allocating necessary funding in future budget proposals. Staff will also explore external funding opportunities through various state and federal grants and programs.

**ATTACHMENTS**

1. Draft Professional Services Agreement (with Exhibit A – De Novo Scope of Work)

Reviewed by:



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Gary Y. Sugano  
Assistant City Manager

Approved by:



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Ryan Smoot  
City Manager

Prepared by:



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Brianna Rindge  
Community & Economic Development Director



## CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF LOMITA AND DE NOVO PLANNING GROUP

This AGREEMENT for General Plan Update, Comprehensive Zoning Code Update, and all California Environmental Quality Act (CEQA) documentation is entered into this May 2, 2023 by and between the CITY OF LOMITA, a general law city and municipal corporation ("CITY") and De Novo Planning Group ("CONSULTANT").

### RECITALS

- A. CITY does not have the personnel able and/or available to perform the services required under this agreement.
- B. Therefore, CITY desires to contract out for General Plan Update, Comprehensive Zoning Code Update, and all California Environmental Quality Act (CEQA) documentation.
- C. CONSULTANT warrants to CITY that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. CITY desires to contract with CONSULTANT to perform the services as described in **Exhibit A** of this Agreement.

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

### 1. CONSIDERATION AND COMPENSATION.

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as **Exhibit A**;
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONSULTANT an amount not to exceed \$1,456,930.00, for CONSULTANT's services, unless otherwise specified by written amendment to this Agreement.
- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.
- E. CONSULTANT shall submit to CITY, by not later than the 10th day of each month,

its bill for services itemizing the fees and costs incurred during the previous month. CITY shall pay CONSULTANT all uncontested amounts set forth in the CONSULTANT'S bill within 30 days after it is received.

**2. SCOPE OF SERVICES.**

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

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

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

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

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

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

**7. TERM OF AGREEMENT.** The term of this Agreement shall commence upon execution by both parties and shall expire on June 30, 2025, unless earlier termination occurs under Section 11 of this Agreement, or extended in writing in advance by both parties.

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



between the parties.

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

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

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

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

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

16. **AUDIT OF RECORDS.**

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

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

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

**18. INSURANCE REQUIREMENTS.**

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

do likewise.

1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."
  2. This policy shall be considered primary insurance as respects CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by CITY, including any self-insured retention CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
  3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
  4. The insurer waives all rights of subrogation against CITY, its elected or appointed officers, officials, employees, or agents.
  5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its elected or appointed officers, officials, employees, agents, or volunteers.
  6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by CITY.
- C. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- D. Any deductibles or self-insured retentions must be declared to and approved by CITY. At CITY's option, CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. CONSULTANT shall provide certificates of insurance with original endorsements to CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with CITY at all times during the term of this Agreement.
- F. Failure on the part of CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which CITY may terminate this Agreement pursuant to Section 11 above.
- G. The commercial general and automobile liability policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR")

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

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

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

CITY	CONSULTANT
City of Lomita 24300 Narbonne Avenue Lomita, CA 90717  ATTN: Brianna Rindge, Director of Community & Economic Development	De Novo Planning Group 180 East Main Street #108 Tustin, CA 92780  ATTN: Perry Banner, Principal Planner

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

24. **SOLICITATION**. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.
25. **THIRD PARTY BENEFICIARIES**. This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.
26. **INTERPRETATION**. This Agreement was drafted and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.
27. **ENTIRE AGREEMENT**. This Agreement and its Attachments sets forth the entire understanding of the parties. There are no other understandings, terms, or other agreements expressed or implied, oral or written.
28. **RULES OF CONSTRUCTION**. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

29. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.
30. **ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES.** The Parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission, scanned and delivered via electronic mail, or delivered using digital signature technology approved by CITY. Such facsimile or electronic signatures will be treated in all respects as having the same effect as an original signature.
31. **FORCE MAJEURE.** Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.
32. **TIME IS OF ESSENCE.** Time is of the essence to comply with dates and schedules to be provided.
33. **ATTORNEY'S FEES.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.
34. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private CONSULTANTS, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.
35. **DISCLOSURE REQUIRED.** (CITY and CONSULTANT initials required at one of the following paragraphs.)

By their respective initials next to this paragraph, CITY and CONSULTANT hereby acknowledge that CONSULTANT is a "CONSULTANT" for the purposes of the California Political Reform Act because CONSULTANT'S duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were CONSULTANT employed by CITY. CONSULTANT hereby acknowledges his or her assuming- office, annual, and leaving-

office financial reporting obligations under the California Political Reform Act and the CITY'S Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to CONSULTANT commencing services hereunder, the City's Manager shall prepare and deliver to CONSULTANT a memorandum detailing the extent of CONSULTANT'S disclosure obligations in accordance with the CITY'S Conflict of Interest Code.

City Initials \_\_\_\_\_

CONSULTANT Initials \_\_\_\_\_

**OR**

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

City Initials \_\_\_\_\_

CONSULTANT Initials \_\_\_\_\_

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

CITY OF LOMITA

CONSULTANT

\_\_\_\_\_  
Ryan Smoot, City Manager

By:

\_\_\_\_\_  
TITLE

ATTEST:

\_\_\_\_\_  
Kathleen Horn Gregory, City Clerk

\_\_\_\_\_  
Taxpayer ID No.



APPROVED AS TO FORM:

---

City Attorney

# CITY OF LOMITA

## Professional Services To Prepare a General Plan Update, Comprehensive Zoning Code and Map Update, Objective Design and Development Standards, and CEQA Document

Submitted March 24, 2023



**Prepared for:**  
**City of Lomita**  
Community & Economic Development Department  
Attn: Brianna Rindge, AICP, Community & Economic Development Director  
24300 Narbonne Avenue, Lomita CA 90717  
Telephone: (310) 325-7110 x 122  
Email: b.rindge@lomitacity.com

**Prepared by:**  
**De Novo Planning Group**  
180 E Main Street, Suite 108  
Tustin, CA 92780

**In Association With:**  
Kittelson & Associates, Inc. | Economic and Planning Systems | JZMK | Fuscoe | Cogstone | MD Acoustics | City Advisors

**De Novo Planning Group**

A Land Use Planning, Design, and Environmental Firm



May 2, 2023, Reg. CC Mtg., Page # 306



March 24, 2023

City of Lomita  
Community & Economic Development Department  
Attn: Brianna Rindge, AICP, Community & Economic Development Director  
24300 Narbonne Avenue, Lomita CA 90717

**Subject: Proposal to a General Plan Update, Comprehensive Zoning Code and Map Update, Objective Design and Development Standards, and CEQA Document**

*Speaking on behalf of the entire De Novo Planning Team, we would like to thank you for the opportunity to submit this proposal to comprehensively update the Lomita General Plan and Zoning Code, including all tasks specified in the RFP, technical studies, and project management services. Based on our review of the RFP, deep local and regional experience, and General Plan expertise, we are confident that we have assembled a first-class team to undertake this exciting project and deliver to the City world-class action-oriented planning documents on-schedule and on-budget. Below we have outlined our dedicated team members and why the De Novo team is best qualified to assist you on this important work effort.*

This is a particularly opportune time for Lomita to embark on the important task of updating its General Plan and Zoning Code, preparing new Objective Design Standards, and implementing the programs of the City's recently updated Housing Element. Our team is ready and excited to undertake this project for the City of Lomita and work with your community to establish a vision that will help guide the City to a sustainable and prosperous future.

## OUR TEAM

We have assembled a carefully-selected team of planning and environmental practitioners with deep personal and professional experience in the South Bay to work collaboratively with the community and the City of Lomita on this multifaceted project. We are 100% committed to this project and will allocate our resources and energy in a way that will exceed all expectations, leaving the City with an **implementation-oriented General Plan** that addresses current and future challenges and reflects community values.

**De Novo Planning Group** would serve as the prime consultant for this contract with the City. Our team is led by De Novo Principals Amanda Tropiano (who will serve as the Principal-in-Charge), Ben Ritchie (who will act as a strategic advisor), and Perry Banner (who will serve as the Project Manager). Amanda, Ben and Perry have managed numerous long-range planning projects, and we have developed a highly successful approach to complex projects of this nature. **We will remain personally involved in every aspect of the project from start to finish.**

Our team also includes the following subject-area specialists: **City Advisors** (zoning), **Kittelson & Associates, Inc.** (mobility), **Economic & Planning Systems** (economic/fiscal), **JZMK** (urban design), **Fuscoe** (infrastructure), **Cogstone Cultural Resources** (cultural/paleontological/historic resources), and **MD Acoustics** (noise). We strongly encourage the City to contact all of our team's references to inquire about the quality of our work, our commitment to the highest levels of customer service, our responsiveness, and the success of the process. **All of our team members are ready to start work immediately upon the City's notice to proceed and are committed to delivering the products on-time and on-budget.**



## WHY DE NOVO

The De Novo team brings to the City of Lomita the following unique benefits:

### ■ ■ ■ Benefits of a Boutique Planning Firm

De Novo is a relatively small planning firm in terms of staff size. We know this, and we embrace it. We consider our size to be a tremendous asset to our clients since it allows us to provide **superior levels of customer service** at very competitive billing rates. Larger firms tend to carry cumbersome over-head costs, which results in the need for higher hourly billing rates, frequent contract modifications, and higher staff turnover. As owners of the company, your Project Managers are able to make quick decisions to keep the project moving forward.

### ■ ■ ■ An Extension of Lomita City Staff

The De Novo Principals have served as contract staff members and environmental coordinators for multiple public agencies throughout California, which gives us an intimate understanding of the intricacies and inner-workings of public planning agencies. **We understand and appreciate the burdens placed on City staff during General Plan updates, and our goal is to make the process a pleasant and rewarding experience for City staff members.**

### ■ ■ ■ Unparalleled Energy and Enthusiasm

All of De Novo's principal-level planners **prefer to roll up our sleeves and work on our projects ourselves.** As managers of the company, we take great pride in our work products, and we strive to build a strong connection with each of our clients. The greatest compliment that our clients pay us is to invite us back to provide additional services.

## OUR STATEMENT OF COMMITMENT

We are confident that De Novo's expertise in preparing General Plan Updates across California coupled with our subconsultant team's synchronized approach presents the City with a unique opportunity to hire **a team of consultants with the best possible combination of skills needed for this project.**

We look forward to the opportunity to further discuss our proposal and our approach to the preparation of your General Plan. The offer contained in this proposal is valid for a minimum of 90 days. If you have any questions regarding this submittal, please do not hesitate to contact Amanda Tropiano at (714) 453-7711 or at [atropiano@denovoplanning.com](mailto:atropiano@denovoplanning.com).

Sincerely,

**Amanda Tropiano**  
Principal

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# 1. EXPERIENCE AND EXPERTISE

The De Novo team brings to the City of Lomita the following experience and expertise:

## AN EXPERIENCED PROJECT TEAM

The De Novo Planning Group team represents a full-service team of city planning and subject-matter experts capable of providing all services requested by the City of Lomita. We recognize and appreciate the tremendous commitment you are making to this program; the impacts to your time and financial resources are real and significant and it is our goal to work with you on an innovative program that results in an implementation-oriented plan. We will closely coordinate with City Staff and will provide principal-level attention to every step of the process while adhering to the project schedule and budget.

Located in the heart of the South Bay, Lomita is a unique community with special opportunities and challenges best addressed by a team with experience working in communities facing similar issues. As planning practitioners, we truly see ourselves as your community's "scribes". Every General Plan and Zoning Code Update that we undertake is specifically tailored to the community we are working in, from developing an appropriate project approach, assembling the best team of subconsultants, listening to and learning from the community, implementing the work plan, and delivering the products. It is our job to guide you and the community through this complicated process while being mindful of local issues, opportunities, and preferences.

The De Novo team brings to the City of Lomita the highest level of experience and expertise in preparing General Plan Updates, Zoning Code Updates, Objective Design Standards, and CEQA documents. In addition, our team specializes in Housing Element Updates and we have already had the opportunity to implement Housing Element Programs for the cities of Lake Forest, San Jacinto, and Westminster. Below is a summary of our recent and relevant project experience.

Jurisdiction	General Plan Update	Zoning Code Update	Objective Design Standards	Housing Element Implementation	CEQA	Status
Brentwood	X	X			X	Complete
Colusa County	X	X			X	Complete
Hawthorne	X			X	X	Complete
Lake Forest	X			X	X	Complete
Milpitas	X				X	Complete
San Jacinto	X	X	X	X	X	Complete
Sebastopol	X	X		X	X	Complete
Westminster	X	X	X	X	X	Complete
La Verne	X	X		X	X	Nearing Completion
Lawndale	X	X	X	X	X	Nearing Completion
San Marcos	X	X		X	X	Ongoing
County of Orange	X				X	Ongoing
Indian Wells	X	X		X	X	Ongoing
Laguna Hills			X	X	X	Ongoing

## **ANALYZE AND PRESENT INFORMATION**

Our team is composed of creative and strategic problem solvers. We relish the opportunity to study, evaluate, and analyze facts and information, synthesize that information, and present it to the public, stakeholders, and decision-makers. For example, the team will prepare a comprehensive Existing Conditions Report early in the project to ensure that the existing planning context is recorded correctly, and we will share this information publicly to ensure all stakeholders have a consistent baseline understanding of the issues and opportunities facing the City. Factual information is the basis for our decision-making, and it is critically important that our team carefully analyzes and presents information to support the project's success.

## **PUBLIC INPUT PROCESS**

The entire De Novo project team deeply understands how the use of creative strategies and technology can improve. Our past experience preparing long-range policy documents has taught us that a key to a successful project is extensive and consistent community and city leadership involvement. However, the process of working with a group of diverse interests can be challenging, it may be difficult to reach consensus on all issues, and there may be challenges associated with generating public interest and involvement in the process.

It is important for the City to work with a consultant team that keenly understands how to effectively plan and execute a creative public process that pays special attention to engaging individuals who do not traditionally participate and builds lasting public trust. De Novo's project managers, Amanda Tropicano and Perry Banner, have led community outreach programs for numerous General Plan Updates and are well-versed in approaches to encourage diverse community involvement. Additionally, Amanda holds an advanced certificate in public participation from the International Association of Public Participation (IAP2), which makes her uniquely qualified to lead this effort.

We have designed a creative and strategic community engagement program that maximizes the use of technology to engage people more quickly and at lower costs than traditional methods. We continually look for opportunities to enhance the experience and are willing and able to adapt quickly during the project to customize our approach, implement new effective tools, and reflect lessons learned.

When a program doesn't go as-planned or produce the expected results, the De Novo team seeks to identify the underlying challenge and address it head-on. Our work program (facilitation of a GPAC, focus group meetings, interviews, and online surveys) are all intended to help the City achieve the level of engagement that must be present in this process in order to prepare meaningful policy documents.

## **SUBJECT AREA EXPERTS**

De Novo Planning Group and our team members are experts in long-range planning, community design, economics, transportation, cultural resources, noise, air quality, infrastructure, and hazards. As part of good planning practice, the De Novo team has always approached General Plan Update projects through the lens of the community's vision for the future and associated placemaking, multimodal transportation, and economic development issues. While independent topics, they come together during long-range policy planning efforts to strengthen a city's commitment to improve the quality of life for all of its residents, workers, and visitors.

De Novo and our teaming partners on this project are also fully equipped to carefully consider the roles of environmental justice, community health and wellness, sustainability, and hazards as part of the planning framework and are able to provide solid goals and policies and specific direction on actions the City can take to improve its quality of life. We develop effective goals, policies, and implementation measures to address these topics.

## **GRAPHIC PRESENTATION**

The graphic presentation of public-facing material and final deliverables is an important part of the planning process. Information must be clearly and correctly presented, easy to understand, and visually interesting. Our team of planners and urban designers work closely with City staff to ensure that work products reflect the overall agency image and style (colors, text style, and organization) while also reflecting the customized project branding program. We use charts, graphs, tables and figures where appropriate, and supplement this information with well-written text and taglines to communicate ideas.

## **FOCUS ON IMPLEMENTATION**

De Novo project managers have served as contract staff to agencies and have been involved with the planning and implementation of General Plan Updates. This experience gives us the unique perspective and skill of being able to understand community needs and expectations, develop an implementable community vision, and identify action-oriented steps the City must take to implement the vision through a General Plan Update. This engagement program is just "part one" to a multiphase effort which will ultimately lead to the first comprehensive update to the City's General Plan. De Novo recently led the City of Lake Forest General Plan Update (adopted in 2020), which was that agency's first comprehensive update since adopting its first General Plan after incorporation. The lessons learned through that experience, including a deep and meaningful community engagement program, have resulted in numerous actions implemented by the City, including a Neighborhood Improvement Study with funding allocated to implementing local neighborhood improvement actions in southwest Lake Forest, the implementation of new mixed-use land use designations to create more vibrant nodes of activity throughout the city and accommodate additional attainable housing options, and funding for specific capital improvement projects to support future private development.

## **ADHERE TO SCHEDULE AND BUDGET**

Our project team is fully committed to implementing an effective and efficient engagement program. We thrive under deadlines, and we have a track record of meeting or exceeding our project schedules. Our use of Principal-level staff throughout all stages of the project allows us to work quickly, efficiently, and produce preliminary draft documents of superior quality. Our project managers take a very active and hands-on role, and we diligently manage our team and coordinate with City staff to ensure that all parties are continuously aware of pending deadlines, outstanding tasks, and draft work products that will require staff review.

We take tremendous pride in our ability to adhere to our project budgets. Our project managers are also owners of the firm, and to this end, we have the authority to take any steps necessary to ensure that our projects remain on budget. We strongly encourage the City to call every single one of our references and specifically inquire about the extraordinary steps we take to ensure we do not modify or exceed our budgets. This regularly includes the addition of extra meetings and hearings, and the allocation of staff time and resources beyond the levels identified in our proposal, at no extra charge to the City. We know that this is a unique way of doing business, but it has proven to be a tremendously successful approach for our firm.



## PRIME FIRM OVERVIEW (SUBCONSULTANTS IN SECTION 7)

# De Novo Planning Group

A Land Use Planning, Design, and Environmental Firm

De Novo Planning Group is a land use and environmental planning firm specializing in community planning, environmental studies, design, and development services. Founded in 2008 in the greater Sacramento area, De Novo opened an office in Orange County in 2017—led by Principal Amanda Tropiano—to serve southern California clients. The firm’s principal-level staff have successfully completed over 400 projects consisting of comprehensive general plans, visioning plans, specific plans, housing elements, environmental impact reports, negative declarations, initial studies, NEPA analyses, climate action plans, biological assessments, wetland delineations, and development projects throughout California. As part of essentially all of our long-range planning projects, De Novo designs and implements community engagement programs.

### OUR MISSION

Our mission is to provide municipal and private sector clients with world-class professional services, through principal-level attention to every project. We pride ourselves on our ability to work with clients to balance their economic, social, environmental, legal, and political goals. Our services result in an integrated planning and environmental solution for every project that is technically sound, cost effective and delivered within the client's schedule.

### OUR PHILOSOPHY

Our philosophy is to proactively plan and design projects in such a way that public and environmental concerns are addressed and accommodated early in the process. We strongly believe in the use of local knowledge for developing sensible and cost-effective solutions to local concerns. Our solutions integrate local knowledge with the best available resources to achieve recognized national and international standards for planning and environmental management, to achieve a balance in local economic, social, and environmental goals. De Novo Planning Group is dedicated to fostering a partnership with each agency we serve, through listening to the community and stakeholders and reflecting the ideas and concerns we hear in the approach developed for each project.

### OUR TEAM

The Dana Point work program will be led out of our southern California office located in the City of Tustin. De Novo is a California S-Corporation and has 18 full-time staff, including four Principals, three Principal Planners, four Senior Planners, and a team of technical associates. We provide personal service to all of our clients and are committed to exceeding your expectations on all components of the work plan.

## OUR SERVICE AREAS

### Community Planning

- » General Plans
- » Visioning Plans
- » Housing Elements
- » Specific Plans
- » Zoning Codes
- » Public Facilitation
- » Grant Writing
- » Project Management
- » Application Processing
- » Project Review/Peer Review

### Environmental Studies

- » CEQA Compliance
- » NEPA Compliance
- » Biological Studies
- » Agricultural Studies
- » Air Quality Studies
- » Climate Action Plans
- » Sustainability Planning
- » Mitigation Monitoring
- » Permitting

### Design

- » Land Use Plans
- » Subdivision Layouts
- » Site Planning
- » Design Guidelines

### Development

- » Feasibility Studies
- » Due Diligence Packages
- » Competition Analyses
- » Cost Estimate

De Novo Planning Group  
180 E Main Street Ste 108  
Tustin, CA 92780  
Contact: Amanda Tropiano

## KEY PERSONNEL

De Novo will be the prime and manage a team with deep experience planning and implementing General Plan Updates. Below is a chart outlining key management personnel. For ease of reference, the following pages include brief biographies for key staff, followed by resumes for all team members.

### CITY OF LOMITA

#### De Novo Planning Group

Amanda Tropiano  
Principal-in-Charge

Ben Ritchie  
Strategic Advisor | Principal

Perry Banner  
Project Manager | Principal Planner

Starla Barker, AICP  
CEQA Project Manager | Principal  
Planner

Ashley Brodtkin  
Senior Planner

Erik Anderson  
Associate Planner

#### Subconsultant Team

**EPS**  
Economics

Jason Moody  
Managing Principal

Julie Cooper  
Executive Vice President

Benjamin C. Sigman  
Principal

**Fuscoe**  
Infrastructure

Ian Adam, MESM, CPSWQ,  
QSD  
Vice President

Susan Williams, PE, MS, QSD/P  
Associate Project Manager

**Kittelson**  
Traffic/Circulation

Tim Erney, AICP, PTP, CTP  
Senior Principal Planner

Fernando Sotelo, PE, PTP  
Associate Engineer

Michael Sahimi, AICP  
Senior Planner

**JZMK**  
Design

Andrew Watkins  
Principal

Tim Haagen  
Senior Planner

Jana Sobhi  
Planner

**MD Acoustics**  
Noise

Mike Dickerson Jr., INCE  
Principal

Claire Pincock  
Acoustical Consultant

**City Advisors**  
Zoning

Stephanie Tomaino  
Principal

**Cogstone**  
Cultural Resources

John Gust  
Principal Investigator/Archeo

Molly Valasik  
Principal Archaeologist

Kelly Vreeland  
Principal Investigator/Paleo

Eric Scott  
Principal Paleontologist

Shannon Lopez  
Architectural Historian

**Amanda Tropiano**  
Principal-in-Charge, De Novo

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With deep professional planning experience in the region, Amanda has successfully managed a wide variety of land use planning projects, all of which have included a robust community engagement program. These projects include General Plan Updates for Lake Forest, San Jacinto, San Marcos, Indian Wells, Lawndale, and La Verne and community projects in Irvine, Yorba Linda, Westminster, Rancho Santa Margarita, and Tustin. Amanda is certified by the International Association of Public Participation (IAP2).

**Jason Moody**  
Managing Principal, EPS

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Jason has worked at the firm for over 20 years. He has worked extensively for a variety of public- and private-sector clients in the areas of economic impact analysis, regional economics and competitiveness, development feasibility, and fiscal analysis. Jason has led the firm's practice in the area of reuse, revitalization, and in-fill development, focusing on the feasibility of individual projects as well as entire districts and corridors. He has participated in numerous GPUs and SPs.

**Ben Ritchie**  
Principal, De Novo

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Mr. Ritchie's expertise includes managing long range planning documents, completing complex and controversial CEQA documents, and facilitating community outreach and public communications efforts for the firm including over a dozen General Plan Updates in northern California. Mr. Ritchie is very adept at leading and facilitating the public outreach, visioning, and consensus building process required for a successful long-range policy plan.

**Julie Cooper**  
Executive VP, EPS

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Julie Cooper joined EPS's Los Angeles office in 2018, bringing professional experience in land use, economic, and community development consulting. She has provided strategic planning services for a variety of public, private, and institutional clients, including analysis of market and economic conditions, development feasibility and fiscal impact modeling, and policy recommendations. She also has extensive experience in stakeholder and community engagement. Before joining EPS, Julie served as an Associate at Development Strategies, a St. Louis-based consulting firm.

**Perry Banner**  
Principal Planner, De Novo

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Perry Banner brings a combined 18 years of experience in local government and private practice planning to the firm with work in both the United States and Canada. Perry possesses a diverse range of skills, including project management, land use analysis and policy development. His capabilities also include economic development and real estate development. Perry has successfully managed a wide variety of General Plan Updates, zoning documents, and public outreach programs.

**Tim Erney, AICP, PTP, CTP**  
Senior Principal Planner, Kittelson

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Tim Erney is a Senior Principal Planner with over 20 years of experience managing analyses and documentation for sustainable transportation practices, TDM measures, pedestrian and bicycle reviews, environmental review projects, access and circulation studies, parking evaluations, and data collection programs. In addition, he has conducted detailed technical analyses of local and regional roadway facilities, including traffic forecasting, modal split analyses, traffic diversion, and operational analyses. Tim has been leading the firm's efforts on the evaluation of emerging technologies and alternative evaluation metrics.

**Andrew Watkins**

Principal, JZMK

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Andrew Watkins is an architect, urban designer, and planner with over 20 years of professional experience. Andrew is licensed in California and Massachusetts. As a principal at JZMK, his work focuses on large-scale urban design projects that explore the confluence of ecology and urbanism. Andrew has led the design of community plans, urban design and new city planning projects in diverse locales, the United States, China, Indonesia, India, South Africa, Botswana, Ethiopia, Germany, Italy, Armenia and Mexico.

**Tim Haagen**

Senior Planner, JZMK

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Tim Haagen brings 20 years of experience in urban design, planning and landscape architecture to JZMK. Following completion of his Bachelors of Landscape Architecture from the University of Idaho in 2002, Tim spent several years working for a landscape architecture office specializing in built residential landscapes and community design. There he practiced the art of landscape architecture taking a project from a blank canvas through design development to final build-out through construction documents and construction administration.

**Ian Adam**

Vice President, Fuscoe

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Ian is Vice President, Specialty Practices and Fuscoe's Stormwater Management team leader. His specialty is water resources, with an emphasis in water quality regulations, sea-level rise policy, Clean Water Act Citizen Suits and resource agency negotiation. Since joining Fuscoe in 2001, Ian has served as an effective leader and technical resource for numerous projects and clients.

**Stephanie Tomaino, AICP**

Principal, City Advisors

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Having spent the majority of her career as an in-house planner at multiple cities in Southern California, Stephanie possesses diverse and extensive project management experience in all facets of planning and community development. Stephanie is well-versed in implementing Zoning Ordinances, General Plans, Specific Plans, Design Guidelines, and other regulatory planning documents. With a strong background in current planning and front counter operations, Stephanie advocates for common-sense, solutions-based planning.

**John Gust**

Archaeologist, Cogstone

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Dr. Gust is a Registered Professional Archaeologist (RPA) with over 11 years of experience in field archaeology. His field expertise includes pedestrian surveys, excavation monitoring, resource recording, and historic artifact analysis. Dr. Gust has extensive experience in California cultural resources, having served as Principal Investigator on projects for the City of San Juan Capistrano, Southern California Edison, Pacific Gas and Electric, the City of San Jose, Los Angeles International Airport, and the City of Morro Bay.

**Mike Dickerson**

Principal, MD Acoustics

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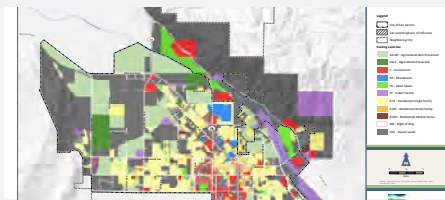


Mike Dickerson has a passion for the science of sound and vibration and has worked professionally in acoustical engineering since 2002. Mr. Dickerson's versatile experience includes leading and assisting in the design and review of many facets of acoustical engineering projects, including but not limited to air/noise assessments, ceiling/floor assembly design, architectural design, acoustical product design, vibration analysis and noise mitigation strategies.

## 2. REFERENCES

Please contact our references to hear first-hand our commitment to our clients and their budgets and schedules. For each project we pursue, we carefully evaluate our staffing resources and availability to ensure that our team can be fully dedicated to the work effort. We completed this level of review and analysis for these projects and are confident that our existing staff have sufficient time to dedicate to the City of Lomita. Project profiles for the references listed below, and other relevant projects, are provided on the following pages.

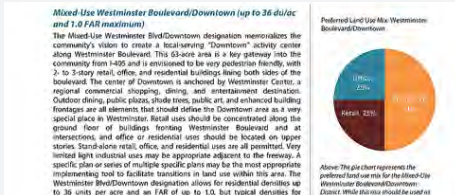
### DE NOVO PLANNING GROUP REFERENCES



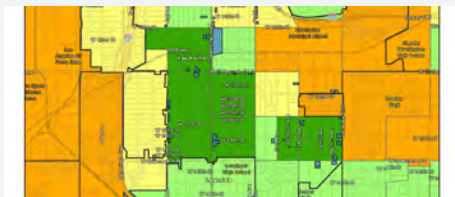
City of San Jacinto  
 General Plan Update, Housing Element, Zoning, EIR  
 Travis Randal, Assistant City Manager  
 951-654-7337 x 400 | trandel@sanjacintoca.gov  
 595 S. San Jacinto Ave, San Jacinto, CA 92583



City of Lake Forest  
 General Plan Update, EIR  
 Gayle Ackerman, Director of Development Services  
 949-461-3463 | GAckerman@lakeforestca.gov  
 100 Civic Center Dr., Lake Forest, CA 92630



City of Westminster  
 General Plan Update and EIR, Housing Element, Rezoning Program  
 Steven Ratkay AICP, Planning Manager  
 714-548-3484 | sratkay@westminster-ca.gov  
 8200 Westminster Blvd., Westminster CA 92683



City of Hawthorne  
 Housing Element, Safety Element, Environmental Justice Element  
 Gregg McClain, Planning Director  
 (310)349-2970 | GMcClain@cityofhawthorne.org  
 4455 W. 126th Street, Hawthorne, CA 90250



City of San Marcos  
 General Plan Update, Zoning, Housing Element Implementation, EIR  
 Beth Herzog, Administrative Services Manager  
 760-744-1050 x 3280 | bherzog@san-marcos.net  
 1 Civic Center Drive, San Marcos, CA, 92069



## LAKE FOREST GENERAL PLAN UPDATE AND EIR

### City of Lake Forest

De Novo Planning Group prepared the City of Lake Forest General Plan Update. Three years after the City incorporated in 1991, Lake Forest adopted its first General Plan to help guide the City's physical development. Since then, the City has undergone a number of significant changes including the annexations of Portola Hills and Foothill Ranch, the closure of the El Toro Marine Corps Base, and the launch of the Opportunities Study Area. De Novo served as the Prime Consultant and directly managed a robust community engagement program including one-on-one interviews, community open houses, visioning workshops, General Plan Advisory Committee meetings, online surveys and feedback tools, and social media campaign. The new General Plan is based on the community's vision and values and will guide the long-term growth and development in Lake Forest for the next 20 years.

A key component of the work program is establishing a range of contemporary technical studies with updated data on which to base future decisions. The project includes a branding program and outreach materials. Three Visioning Workshops were hosted for the community throughout the summer of 2018 to understand community priorities and values related to a long-term vision statement, land use and community character, and mobility. In particular, the City is looking at how new technologies will impact best planning practices over the life of the General Plan and how to develop a plan, policies, and programs which will respond to new technologies as they emerge.

The City also formed a General Plan Advisory Committee which met ten times. De Novo Planning Group served as the Chair of the GPAC and facilitated the conversation with key community members and representatives to ensure that the new General Plan accurately reflects community values.

**Date Range: 2018-2020**

**Key Considerations**

- » Cohesive community identify
- » Traffic and parking
- » New technologies
- » Regional access and amenities
- » Housing
- » Air quality
- » Outreach to stakeholders
- » Coordination with employers
- » Branding

**WORKSHOP #1**  
Wednesday, May 16th  
6:30 PM to 8:00 PM  
Lake Forest City Hall  
25550 Commercentre Dr.  
Topic: Vision and Values

**WORKSHOP #2**  
Wednesday, June 13th  
6:30 PM to 8:00 PM  
Lake Forest City Hall  
25550 Commercentre Dr.  
Topic: Transportation and Mobility

**WORKSHOP #3**  
Wednesday, July 11th  
6:30 PM to 8:00 PM  
Lake Forest City Hall  
25550 Commercentre Dr.  
Topic: Land Use and Community Design



## WESTMINSTER ZONING CODE UPDATE, HOUSING ELEMENT AND CEQA

### City of Westminster

The City of Westminster comprehensively updated its General Plan in 2016 and, as part of this effort, established new mixed-use land use designations to guide future development throughout the City. De Novo Planning Group is now assisting the City with a comprehensive update to its Zoning Code, including text and map amendments necessary to create consistency with the General Plan. As part of the first phase of work (Phase A), De Novo Planning Group prepared new development standards for mixed-use development including graphic renderings of objective design standards. This effort was also customized to implement the program requirements associated with the City's 2021-2029 Housing Element. A robust GIS analysis of the City's General Plan Land Use Map and current Zoning Map was also prepared and the Zoning Map was amended to implement the General Plan's land use direction.

Phase B of the project will include a comprehensive update to all sections of the Zoning Code beyond those necessary to create consistency with the General Plan. Included in this effort will be an update to the administrative procedures, multifamily design standards, allowable uses, and development standards for all residential and commercial zones.

**Date Range: 2019-2023**

#### Key Considerations

- » Public education
- » Trilingual engagement
- » Compliance with State Housing Law
- » Streamlined future development
- » Stakeholder involvement

## Whatever language you speak, we're glad you call Westminster home.

We want your input on housing in Westminster.

Online Housing Element Workshop:  
Thursday, December 3rd | 5:30 pm

Queremos su opinión sobre las viviendas en Westminster.

Taller del Elemento de Vivienda en línea:  
Jueves, 3 de diciembre | 5:30 pm

Chúng tôi muốn quý vị đóng góp ý kiến về nhà ở tại Westminster.



### Ciudad de Westminster 2021-2029 Actualización del Elemento de Vivienda

La ciudad de Westminster está en proceso de actualizar el Elemento de Vivienda 2021-2029. Esta hoja informativa está diseñada a responder las preguntas más frecuentes, brindar información sobre el proceso de actualización y hacerles saber cómo participar.

**¿Qué es un Elemento de Vivienda?**  
El Elemento de Vivienda es una acción del Plan General de la Ciudad que analiza las necesidades y condiciones de vivienda dentro de Westminster. Es un documento de política que identifica metas, políticas y programas que la ciudad usa para dirigir y guiar acciones relacionadas con las viviendas.

**¿Por qué la ciudad está actualizando su Elemento de Vivienda?**

Se requiere para cada ciudad y condado de California tener un Elemento de Vivienda y lo actualiza al menos cada 5 años. La actualización del Elemento de Vivienda le brinda a la ciudad una imagen clara de los problemas relacionados con la vivienda, tales como: oferta y demanda de vivienda, los tipos de vivienda disponibles dentro de la ciudad, asequibilidad de la vivienda y subarrendamiento. Una vez que se actualiza el Elemento de Vivienda, debe ser aprobado por el Departamento de Vivienda y Desarrollo.

**¿Cuál es el propósito clave del Elemento de Vivienda?**  
El propósito clave del Elemento de Vivienda es:  
• Establecer una política de vivienda que sea clara y comprensible para la ciudadanía.  
• Establecer una política de vivienda que sea clara y comprensible para la ciudadanía.  
• Establecer una política de vivienda que sea clara y comprensible para la ciudadanía.



## HAWTHORNE HOUSING ELEMENT AND SAFETY ELEMENT UPDATE, ENVIRONMENTAL JUSTICE ELEMENT, AND CEQA

### City of Hawthorne

De Novo Planning Group prepared a Housing Element and Safety Element Update, a new Environmental Justice Element, and subsequent CEQA documentation for the City of Hawthorne. De Novo performed an assessment of current conditions and evaluation of socio-economic information so the City could understand its ability to accommodate its RHNA allocation within the surplus sites identified in the previous Housing Element and/or if additional sites would need to be identified. The Safety Element was updated for consistency with both the Housing Element Update and the requirements of Senate Bill (SB) 379 and SB 99. In compliance with SB 1000, De Novo also prepared an Environmental Justice Element containing goals, policies, and objectives to address environmental justice concerns in Hawthorne and the unique needs of disadvantaged communities. Lastly, in order to support public review and adoption of the updated Housing and Safety Elements and new Environmental Justice Element, our team prepared the necessary CEQA documentation to accompany these policy plans. The preparation of each Element included public outreach and education components, such as social media posts, information on the City's website, fact sheets, public workshops, focus group meetings, and online surveys.

**Date Range: 2020-2022**

#### Key Considerations

- » Public outreach
- » Compliance with State Housing Law
- » Compliance with new State guidance for Safety Elements and Environmental Justice Elements

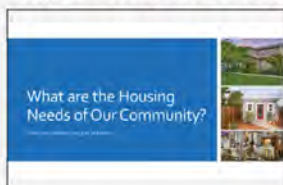
#### Step 1: What is a Housing Element?



Notes for Staff Review:

This will be the **animated video**, which provides an overview of the Housing Element and why the City is updating it right now.

#### Step 2: What are the Housing Needs of Our Community?



Notes for Staff Review:

This **self-guided PowerPoint presentation** will include more details about how HAWTHORNE is working to address the City's housing needs. This will be more detailed and specific than the video, which is intended to provide a more general overview. The PPT will be able to be reviewed, reflected upon, and referenced as-needed throughout the project. This would be the presentation given at the start of a workshop.

#### Step 3: Share Your Ideas.

<b>QUESTION 1</b>	<b>QUESTION 2</b>	<b>QUESTION 3</b>
<b>TELL US ABOUT YOUR EXISTING HOUSING CHOICES</b>	<b>WHAT ARE YOUR HOUSING PRIORITIES?</b>	<b>WHERE SHOULD NEW HOUSING BE LOCATED?</b>

## SAN MARCOS GENERAL PLAN UPDATE, FOCUSED ZONING CODE UPDATE, AND EIR

### City of San Marcos

De Novo Planning Group and Kearns & West are currently working with the City of San Marcos to prepare a comprehensive update to the City's General Plan and the corresponding EIR, as well as a focused update to its Zoning Ordinance. Originally launched in 2019, the project was placed on a brief hold as the City addressed issues related to the COVID-19 pandemic. Upon the project's relaunch in mid-2021, De Novo and Kearns & West reengaged the public using a mix of traditional in-person events as well as new online tools. This included facilitating General Plan Advisory Committee meetings in-person some months and virtually other months, preparing and distributing bilingual advertisements, sending direct mailers (twice), hosting in-person visioning workshops, and managing multiple online surveys and community briefings.

The project team has assembled a series of land use alternatives and, in mid-2022, is working on a transparent public engagement process to solicit feedback on these ideas and develop a proposed land use map for the General Plan. Although this can be a challenging and controversial process, by listening closely to community concerns and property owner requests early-on, the City has the support of the community for these land use alternatives and has confirmed that they represent the vision for the community.

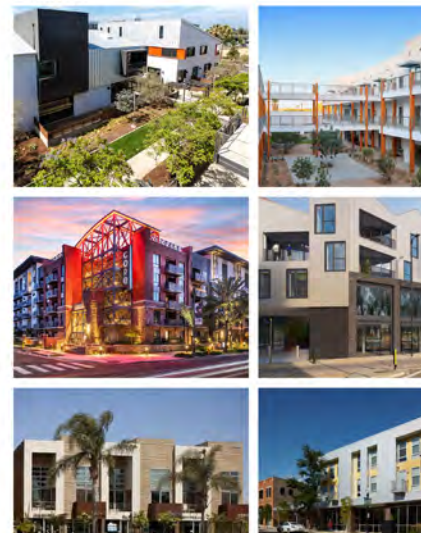
**Date Range: 2019-Ongoing**

**Key Considerations**

- » Economic development
- » Educational institutions
- » Congestion
- » Affordable housing
- » Fire safety
- » Environmental justice
- » Rural history



**Transitional Industrial (T-I)**  
Max DU/AC : 45 DU/AC  
Max FAR : 1.75



**SAN MARCOS**  
Discover Life's Possibilities

**SAN MARCOS GENERAL PLAN UPDATE**

**OPEN HOUSE INVITATION**  
Please join us at one of our upcoming open houses on the Land Use Alternatives Report (to be released in May 2022).  
Please feel free to come and go anytime during the open house hours.

**OPEN HOUSE #1**  
Wednesday June 8, 2022 | 5-7 p.m.  
San Marcos Senior Center  
111 Richmar Avenue, San Marcos, CA 92069

**OPEN HOUSE #2**  
Thursday June 9, 2022 | 5-7 p.m.  
San Marcos Community Center  
3 Civic Center Drive, San Marcos, CA 92069

Open House days, times, and locations are subject to change based on public health and safety protocols. Check [SanMarcosGeneralPlan.org](http://SanMarcosGeneralPlan.org) prior to each meeting to confirm this information.

**GENERAL PLAN LAND USE ALTERNATIVES**

The City of San Marcos is updating its General Plan, including the General Plan Land Use Map. Based on community input, property owner requests, and market trends, the City will prepare a series of "land use alternatives" for public review in May 2022.

Upon release of the Land Use Alternatives Report, we invite the community to provide feedback by attending an in-person open house or completing an online survey. As you evaluate the land use alternatives, consider the following questions:

- » How should our City plan to accommodate future growth and development?
- » Does the City provide a sufficient range of land use opportunities to accommodate residential choices for persons of different incomes, ages, and needs?
- » Do our major employment centers and businesses have adequate room to grow and expand?
- » How will changes to the City's Land Use Map impact transportation, utilities, financial stability, and other factors?

**For information about the project, to sign up for e-notifications, and to review work products, please visit:**  
[SanMarcos.GeneralPlan.org](http://SanMarcos.GeneralPlan.org)

**SAN MARCOS GENERAL PLAN UPDATE**

Home | FAQ | Meetings & Events | Background | Work Products

**What's New**  
**Land Use Alternatives Report**  
Potential changes to the City's Land Use Map is a key component of this General Plan Update. The Land Use Alternatives Report, available now, provides the City with a tool to examine different possible approaches to accommodate future development, economic growth, maintain fiscal sustainability, and ensure adequate protection of resources and open space. We encourage you to share your

**Welcome**  
The City of San Marcos is excited to announce that we have restarted our Comprehensive General Plan Update!  
The General Plan serves as the guiding document for achieving the community's vision for the future, and the General Plan Update process will provide residents and businesses the opportunity to provide input to help shape the direction of the City going forward.  
Incorporated in 1963, San Marcos is a vibrant and distinctive community. San Marcos offers a range of recreation and open space experiences as

## 3. SCOPE OF WORK

### PROJECT UNDERSTANDING

We understand that the City of Lomita is seeking a qualified team of creative, passionate, and dedicated consultants with demonstrated relevant General Plan and Zoning Code Update experience to prepare a major update to the City's General Plan and corresponding update to the Zoning Code, which will also involve preparation of an Environmental Impact Report (EIR). The General Plan Update will target the Land Use, Circulation, Open Space, Conservation, and Noise Elements, although minor revisions to the Housing Element and Safety Element may be necessary to provide consistency throughout the document. The Zoning Code Update must hit on several critical amendments triggered by the recently certified 2021-2029 Housing Element, particularly the rezoning of sites to accommodate the City's RHNA allocation and the preparation of Objective Design and Development Standards for residential development. We also understand that the project schedule will be largely driven by the necessity to complete the rezoning of sites by the statutory deadline of October 15, 2024. The General Plan will be prepared in accordance with State of California General Plan Guidelines and with California Government Code Section 65350 et seq. The EIR will be completed in accordance with the Public Resources Code and applicable CEQA Guidelines. De Novo will lead and manage all aspects of the General Plan Update, Zoning Code Update, and EIR and coordinate with City staff, the public, Planning Commission, and City Council, and all consultant team members. The successful team will be able to complete this comprehensive work effort on schedule and will maintain strict adherence to the project budget.

Like the rest of Los Angeles County, the City of Lomita is experiencing changes to who lives, works, and visits the community. Though small in area, the City of Lomita plays an important role in the South Bay and is connected (literally and figuratively) to the region through shared history, environment, and infrastructure.

**The City of Lomita must clearly understand its own issues and opportunities, make sure the General Plan articulates the community's vision for the future, and implement the goals, policies, and actions of the General Plan to make that vision a reality.** At the same time, Lomita must continue to think strategically about its role in the region and how its decisions influence or are impacted by its neighbors, particularly in terms of regional issues like transportation, economic development, sustainability, and environmental justice.

As General Plan Update and Housing Element preparers, the De Novo team is particularly sensitive to the City's need to complete the rezoning of sites identified to accommodate the City's remaining RHNA by October 15, 2024. Given that there could be serious repercussions for the City for not meeting the deadline (including but not limited to decertification of its Housing Element), there must be a concerted effort to ensure that the rezoning is completed on time. As such, community outreach and a study of existing conditions should begin immediately, including the visioning process. Based on De Novo's extensive history working on similar projects, we find that a Preferred Land Use Alternative should be confirmed by the City Council by late summer 2023 so that a concrete Projection Description can be crafted for the EIR in early autumn 2023. The EIR will address not only the General Plan and any changes to land use designations in the City, but also the proposed rezoning of sites.

## SCOPE OF WORK

We have prepared the following work plan in response to the City's Request for Proposals and our experience working on other General Plan Update and Zoning Code Update projects throughout California for communities facing similar issues and opportunities as Lomita. We have also placed a special emphasis on the use of technology and other best planning practices to create time and financial efficiencies that result in easy-to-understand documents and implementable actions.

All work products will be delivered in an electronic format to reduce waste; where hardcopies of products are to be provided, they are specifically identified in the associated task deliverable.

### TASK 1: PUBLIC PARTICIPATION PROGRAM

At the heart of comprehensive planning is public engagement, whereby those who will directly experience the benefits and potential impacts of implementation have a role in shaping their future. Like many cities in Los Angeles County, community members of the City of Lomita are diverse, encompassing a range of cultures, languages, and economic considerations. This diversity means that there is not just one technique that works best to engage community members. Our work program integrates cutting edge technology and creative outreach solutions with traditional communication platforms to maximize engagement and meaningful feedback.

Our team recognizes that good community outreach meets people where they are, and provides flexibility in both timing and the avenues through which input is gathered. Certain community members may not have the desire or ability to participate in certain aspects of the engagement process. It is our job to make the content as accessible and relevant as possible, enabling participation from all community members, including those who do not traditionally participate in this type of public process.

Our team has designed a public outreach program for this project that will gather valuable feedback right from the beginning, resulting in a comprehensive Vision Plan that reflects local values and priorities. To achieve this, we will employ intensive community and stakeholder engagement during the visioning process. We will then take this valuable feedback and translate it into a General Plan that the community is not only proud of, but has ownership over.

We understand the demands that a General Plan Update and Zoning Code Update, especially the engagement program, place on City staff and are prepared to fully support and assist staff throughout the entire process. We will prepare outreach materials and summary notes for all meetings, workshops, and public hearings. Additionally, our team prides itself on adapting the work plan (adding an extra meeting, conducting additional interviews, etc.) at no additional cost. We welcome the opportunity to customize our approach to best meet your needs and look forward to working with staff to refine the work program.

#### Task 1.1 PUBLIC PARTICIPATION PROGRAM

For the Lomita General Plan Update and Zoning Code Update process, De Novo will lead the design and implementation of the community engagement program. Our team will first develop the Community Engagement Plan, which will serve as a guide to the community and stakeholder engagement process. This plan will outline overall objectives for community and stakeholder engagement, lay out specific activities and timelines, address how to best synchronize the public dialogue with the steps in the planning process, and will identify any need for language translation. It will also identify priority stakeholders that will be engaged through focus groups and targeted outreach, a list which will be developed with input from the City and the consultant planning team. The plan will provide input on additional outreach that the City should consider, including online interactive input opportunities, social media, partnerships with community organizations, etc.

##### 1.1 Deliverables:

- » Draft and Final Community Engagement Plan (PDF format)

## **TASK 1.2 PROJECT IDENTITY/BRANDING**

In order to provide a consistent look and feel for all materials, and to ensure that the GPU process activities are instantly recognizable as such, our team will work with the City to develop a project identity and branding. This includes a set of project logo, phrase, colors, fonts, and layout templates that can be used for slides, presentation boards, handouts and collateral materials, the project website, survey forms, workshop and open house signage, sign in sheets, and other uses where appropriate. During this task, the project team and the City will create a flexible design that can be applied to appropriate materials and products identified in the Community Engagement Plan.

### **1.2 Deliverables:**

- » Project logo/branding design sheet

## **TASK 1.3 GENERAL PLAN ADVISORY COMMITTEE (8 MEETINGS)**

Based on our experience, we believe that forming a General Plan Advisory Committee (GPAC) for the Lomita General Plan Update will be a meaningful way to engage the community and we fully support convening one for this effort, as indicated in the RFP. Forming a GPAC is an effective, efficient way to engage a variety of stakeholders, including those mentioned in the RFP as being of particular importance – members of the Parks and Recreation Commission, Public Safety and Traffic Commission, Lomita Chamber of Commerce, and at-large community members. De Novo has experience managing various GPAC compositions and we can work with the City during project kick-off to evaluate how the committee could be appointed and who should be represented.

For the GPAC to be an effective advisory body, the City must clearly articulate the committee's charge (their roles and responsibilities). In addition to advising on the GPAC's formation, our recommendations to the City will also include example GPAC charges, and the opportunities and challenges that come with different degrees of empowerment and responsibility. It is our recommendation that the City will be responsible for managing the GPAC's appointment and membership, while the consultant team will be responsible for presentations and materials used for GPAC meetings.

### **Sample GPAC Meeting Topics and Schedule**

After kicking off the committee, the first meetings will focus on land use, economic development, fiscal sustainability, hazards, circulation, and other considerations in order to develop the Land Use Alternatives. The subsequent meetings would be focused on goal and policy discussions related to each of the elements/topics to be addressed in the General Plan Update. Our initial work plan anticipates that the GPAC meetings could generally be organized as follows:

1. Project kick-off and community vision/priorities (May 2023)
2. Economic Development and Fiscal Sustainability (June 2023)
3. Land Use and Mobility (July 2023)
4. Land Use Alternatives (critical path item: August 2023)
5. Public Facilities and Services, Safety, and Noise (TBD)
6. Open Space, Conservation, and Air Quality (TBD)
7. Presentation of Draft General Plan Elements (TBD)
8. Feedback on Draft General Plan Elements (TBD)

### **1.3 Deliverables:**

- » Preparation and facilitation of eight (8) General Plan Advisory Committee meetings including PowerPoint presentations, large-scale maps, and all meeting materials

#### **TASK 1.4 TECHNICAL ADVISORY COMMITTEE (5 MEETINGS)**

De Novo will assist the City in convening a Technical Advisory Committee (TAC) to provide data, information, and feedback at key points during the General Plan Update process, and ensure plan concepts can be achieved. The TAC is will be comprised of technical experts from City departments and partner agencies who implement policies addressed by the General Plan. TAC members will review and provide input on administrative draft documents prior to their release as public review draft documents.

##### **1.4 Deliverables:**

- » Preparation and facilitation of five (5) Technical Advisory Committee meetings including PowerPoint presentations, large-scale maps, and all meeting materials

#### **TASK 1.5 COMMUNITY VISIONING WORKSHOPS (3) AND OPEN HOUSE (1)**

Our team will host a series of workshops and an open house during the General Plan Update process, with the three workshops occurring as part of an intensive visioning process and the open house designed to gather feedback on the draft plans that result from this visioning process. Interactive workshops will help us identify values and vision from a community perspective, which is important in creating a plan that the community can own. Workshops will also provide valuable perspective on land use and economic opportunities, as well as mobility needs.

##### **Visioning Workshops (3)**

At the outset of the General Plan Update process, three Visioning Workshops will be held. The Visioning Workshops will introduce the community to the project and will focus on: 1) communicating the intent of the project to the public and inviting public input; 2) identifying the overall vision and core values that will guide the project; and 3) identifying the community priorities, land use, design, and mobility preferences of City residents and stakeholders.

##### **Community Open House (1)**

We propose that the Community Open House take place once the Public Hearing Draft of the General Plan is complete. The intent of the Community Open House is to highlight the “big ideas” of the General Plan, answer any questions the public may have, and take notes on the public’s feedback in order to share it with the Planning Commission and City Council as they consider the project’s approval.

##### **1.5 Deliverables:**

- » Facilitation of three (3) Visioning Workshops and one (1) Community Open House, including all handouts, PowerPoint presentations, large-format exhibits, and workshop advertisements

#### **TASK 1.6 VISION PLAN DOCUMENT**

The public engagement and visioning process will result in a comprehensive Vision Plan document that will serve as the foundation for the goals, policies, and actions identified in the General Plan. In the Vision Plan, the team will summarize the community engagement program, input received, and outreach outcomes. It will also identify the community’s goals and vision for the future as well as specific issue areas that must be carefully addressed in the General Plan and/or Environmental Impact Report. The Vision Plan will put greater emphasis on articulating the community’s balance of quality-of-life, sense of place, neighborhood preservation, economic development, and fiscal sustainability. During the initial stage of the process, the team will define clear goals and objectives and guiding principles to articulate the City’s future development potential. The Vision Plan will look into strategies related to renovation of existing facilities; land use, density, physical form and character, public spaces, mobility, relationship to natural features, and connectivity to the surrounding areas.

The document will be stylized using the project identity established during the visioning phase, and will be a visually appealing document designed for ease of reading and understanding by the community. It will be in full color and will include pictures of activities conducted.

**1.6 Deliverables:**

- » Administrative Draft Vision Plan Document (5 copies), Final Vision Plan Document (30 copies)
- » Spanish version Final Vision Plan Document (electronic only)

**TASK 1.7 FOCUS GROUP MEETINGS (2 MEETINGS)**

Although the formation of a GPAC will largely supplant the need for focus group meetings, De Novo will host two focus groups in order to allow the project team and the City to engage in more specific discussions than could occur at public workshops and open houses. Our team will plan and facilitate these focus group meetings so that they synchronize with the various steps in the planning process. We will work with the City to identify focus group participants from sectors that could include:

- » Economic Development (residential and commercial brokers, realtors, developers, regional economic development agencies, etc.)
- » Environmental Justice (health care providers, advocacy groups)

Focus groups will be conducted during the visioning phase. To provide time and cost efficiencies, we propose to host both meetings virtually via Zoom.

**1.7 Deliverables:**

- » Preparation and facilitation of two (2) focus group meetings

**TASK 1.8 PROJECT WEBSITE**

De Novo will lead the development and maintenance of a dedicated project website. The website will serve as a central location for project updates and information, links to surveys, as well as an avenue to advertise upcoming workshops and open houses. The website will be interactive and easy to use, and will be updated regularly.

**1.8 Deliverables:**

- » Project website development and management

**TASK 1.9 ONLINE SURVEY TOOL**

We propose using an online survey tool to share information on the project and gather input on the General Plan from the community. Our outreach team has found SurveyMonkey to be a cost-efficient yet engaging tool to gather meaningful feedback, above many other online tools. Surveys will be conducted in both English and Spanish, and will be based on the programs and activities defined in the Community Engagement Plan. The project team will design two surveys, one during the visioning stage and the other during the alternatives stage.

Our team is also well-versed and able to solicit feedback using ArcGIS StoryMaps, which allows the team to post maps and content to an interactive mapping software for users to review and leave comments on. We have used this approach successfully with other client cities and it has been a valuable tool to communicate detailed visual content.

**1.9 Deliverables:**

- » Two surveys (one during the visioning stage and one during the alternatives stage)

### **TASK 1.10 SOCIAL MEDIA ENGAGEMENT**

De Novo will work with the City to develop text and graphics for the City to post on existing social media platforms to create a bridge between those users and the General Plan website. We understand existing Facebook pages can be geo-targeted to advertise meetings and other points of engagement. There are also active Nextdoor neighborhoods in Lomita, and the City can post messages to these users through an official City-sponsored account which has proven to be very successful in other communities.

#### **1.10 Deliverables:**

- » Advertisements for existing social media accounts as needed throughout the project

### **TASK 1.11 EVERY DOOR DIRECT MAILER**

To ensure maximum inclusivity in the General Plan Update process, we propose preparing and delivering a postcard-sized advertisement to every residential and business address in the City. To maximize the effectiveness of the direct mailer, we recommend that the mailer be prepared and delivered at the very beginning of the project. A bilingual mailer is envisioned to include the following information:

- » A brief message regarding the project components and objectives
- » The specific days, times, locations, and topics for the Visioning Workshops
- » A link to the project website/contact information

The De Novo team will design the mailer and work with a local printer to prepare and deliver the mailers using the USPS Every Door Direct Mail (EDDM) delivery system. Based on USPS records, there are approximately 9,000 residential and business addresses in the City. This task includes preparation, printing, coordination with the USPS EDDM program, and delivery (postage).

#### **1.11 Deliverables:**

- » One postcard-sized direct mailer, two-sided, in black and white; English and Spanish language; approximately 9,000 mailers printed and delivered to every residential and business address in the City

### **TASK 1.12 GENERAL PLAN VIDEO**

The way people learn about General Plans has evolved over time and new multimedia engagement programs are more relevant than ever. A picture, or a video, is often worth a thousand words. To help engage the public and educate the community on why the City is updating its General Plan and how it will impact them, we will prepare a brief (2-3 minute) General Plan Update overview video. Animated text graphics will help to call-out key ideas and facts. Videos will be formatted for web and internal distribution.

#### **1.12 Deliverables:**

- » One 2-3 minute General Plan Update overview video

### **TASK 1.13 STUDY SESSIONS AND PUBLIC HEARINGS**

Throughout the process it will be necessary to provide information and receive feedback from the Planning Commission and City Council on a number of topics, including the Vision Plan and Preferred Land Use Plan. We recommend hosting study sessions with each body during their regularly scheduled meetings to discuss these topics. At the conclusion of the project, it will also be necessary to present the updated General Plan, Zoning Code, and EIR to the Planning Commission and City Council for their respective review and approval during a public hearing. Based on direction included in the RFP, we expect to hold up to eight study sessions and public hearings between the Planning Commission and the City Council.

#### **1.13 Deliverables:**

- » Facilitation of eight (8) study sessions and public hearings with Planning Commission and/or City Council (with attendance by Kittelson and EPS at two public hearings)



## **TASK 2 ASSESSMENT**

The project will begin with the consultant team providing a high-level project overview and refined timeline at an in-person meeting with City staff, collecting data, analyzing existing conditions, and evaluating opportunities and issues. In order to achieve our objectives for Task 2, our experienced team will kick-off and execute a detailed existing conditions study, including preparation of background reports and other documents which will later streamline policy development and environmental review.

### **TASK 2.1 KICK-OFF MEETING AND TOUR**

Within one week of project commencement, the De Novo team will meet with City staff to kick-off the project and provide a project overview, including a schedule for completion of the project, with clear deadlines and specific action items identified for each task. In addition to refining/confirming the timeline, we anticipate discussing the following:

- » Confirm/finalize project scope of work and schedule;
- » City preferences for point of contact, method of communication, meeting and workshop responsibilities;
- » Discuss community outreach approach, including Visioning Workshops, identification of stakeholders, General Plan Update website, General Plan Advisory Committee (GPAC), and format for community workshops; and
- » Data request for relevant background documents (adopted documents, reports, and studies)

For this effort to be as successful as possible, we recommend representatives from all City departments participate in the kick-off meeting. Following the meeting, the team will take a tour of the City to discuss key issues and opportunities.

#### **2.1 Deliverables:**

- » Meeting agenda, data needs list, summary notes, tour photos, project schedule/work plan with major work components and milestones

### **TASK 2.2 GENERAL PLAN EVALUATION**

De Novo will review and evaluate Lomita's current General Plan including all of its associated elements, organization, goals, policies, and implementation actions in order to ascertain the extent and scope of revisions to the General Plan. We will provide the City with an editable Excel matrix organizing the current General Plan for easy review and direction. As part of this evaluation, the team will identify all obsolete information, tables, exhibits, and illustrations and make recommendations for how the updated General Plan can be structured.

#### **2.2 Deliverables:**

- » Memo evaluating the current General Plan

### **TASK 2.3 DOCUMENT REVIEW**

Additional documents will also be reviewed including the General Plan EIR, existing Zoning Code and Zoning Map, regional plans, and all other relevant and pertinent policy documents.

#### **2.3 Deliverables:**

- » Memo evaluating the current General Plan EIR, Zoning Code and Zoning Map, and all other relevant and pertinent policy documents

## **TASK 2.4 BASE MAPPING**

De Novo will prepare a parcel-level citywide base map in ArcGIS which will be used by all team members for all graphics for the duration of the project; this will include a high-quality aerial base map generated from existing digital sources, suitable for high-quality large format reproduction. The budget for this task assumes that the City will provide the Assessor parcel data.

### **2.4 Deliverables:**

- » GIS base map

## **TASK 2.5 SOCIOECONOMIC, DEMOGRAPHIC, AND REAL ESTATE MARKET STUDY**

In this task, EPS will assess existing socioeconomic, demographic, and real estate market conditions and trends influencing economic development potential for Lomita. The study will analyze the supply and demand conditions and trends for a variety of land uses – including retail, hospitality, office, industrial, and residential – in the City. For each land use category and associated market sector, EPS will consider historical trends, recent market activity and performance (including rents and absorption rates), and future growth pressures and opportunities to identify core strengths, emerging niches, and under-served markets. Using this analysis, EPS will summarize the strengths, weaknesses, opportunities, and threats affecting the City’s land use and economic development potential in both the medium and long-term.

### **2.5 Deliverables:**

- » Socioeconomic, Demographic, and Real Estate Market Study (Administrative Draft and Final)

## **TASK 2.6 TECHNICAL STUDIES**

A series of technical studies will be prepared to support both the Existing Conditions Report (Task 2.7) and the Environmental Impact Report (Task 8). Our proposal includes the following necessary studies: Cultural/Paleontological Resources Assessment Report, Infrastructure Background Report, Noise Study, Traffic Study, and Air Quality/GHG Study.

### **2.6.1 Cultural and Paleontological Resources Assessment Report**

Cogstone will prepare a Cultural and Paleontological Resources Assessment Report to support the ECR and environmental analysis. As part of this work effort, Cogstone will:

- » Request a records search for cultural resources within the City from the South Central Coastal Information Center (SCCIC). A review of all relevant archival records (e.g., historic maps and aerials) will be conducted, and all site records will be obtained.
- » Request a Sacred Lands File search from the Native American Heritage Commission (NAHC).
- » Consult with local historical societies.
- » Request a records search for paleontological resources from the Natural History Museum of Los Angeles County (NHMLAC).
- » Review the existing General Plan regarding the treatment of cultural and paleontological resources.
- » Conduct research to develop brief contexts for cultural and paleontological resources.
- » Prepare a combined Cultural and Paleontological Resources Assessment Report. The report will characterize the results of the records searches, consultation efforts, summarize the methods, state significance criteria, provide contexts, summarize resources identified through all sources, and prepare programmatic mitigation measures.

### **2.6.2 Infrastructure Background Report**

Fuscoe Engineering will prepare an Infrastructure Background Report to support the technical analysis included in the environmental document and for inclusion in the ECR. Fuscoe will:

- » Obtain and review GIS data, master plans (2022 Water Master Plan, 2020 UWMP, sewer, master plan of

drainage) where available, and other relevant infrastructure documentation to develop an existing conditions memorandum on infrastructure. Evaluate the existing infrastructure systems based on information available and regional sources. Identify any major gaps in data or deficiencies within each system. The memorandum will include citywide exhibits showing City and County utility systems (water, sewer, storm drain) based on the available GIS data sets.

- » Using water demand generation factors from the 2020 Urban Water Management Plan (UWMP) or other City approved source, evaluate total water demands for the proposed land use changes as compared to the existing General Plan land uses. Identify any potential impacts with respect to water supply. Evaluate how RHNA housing allocations impact water demands on the UWMP. Summarize conclusions for incorporation into Proposed Conditions CEQA EIR Technical Report.
- » Proposed Conditions CEQA EIR Technical Report. Prepare a CEQA impact assessment for infrastructure systems (storm drain, sewer, and water) as well as water quality and water supply that covers the GPU area and summarize findings in a report. The report shall include all existing conditions analysis, proposed conditions analysis and Appendix G thresholds analysis for infrastructure including water, sewer, drainage, water quality, and water supply.
- » Review up to two different proposed land use alternatives that focus on underutilized or undeveloped areas within the City and the varying impacts on infrastructure including drainage, sewer, and water systems as well as water quality impacts. For each land use alternative, calculate average daily water and sewer demands using locally accepted generation factors to quantify the demands based on the various land uses and compare against the Urban Water Management Plan (UWMP) or sewer master plan values if available. All land use alternatives will also include the build-out of the current General Plan for comparison purposes.

### **2.6.3 Noise and Vibration Impact Study**

MD Acoustics will prepare a Technical Noise and Vibration Impact Study that documents the existing noise and vibration environment; identifies the potential noise impacts associated with build-out of the General Plan Area; and identifies measures that could reduce those impacts. As part of this work MD Acoustics will:

- » Complete a background review and develop baseline conditions.
- » Visit the project site and perform up to two (2) 24-hour noise measurements (long-term) and up to five (5) 10-minute noise measurements (short-term) throughout the General Plan Area and document baseline conditions.
- » Evaluate the potential for construction noise and vibration impacts, traffic noise impacts, airport noise impacts, and operational noise impacts.
- » Provide a written report that documents the existing noise environment; predicts the future noise environment; and discusses project noise impacts in light of the City's General Plan, Code of Ordinances, and the California Environmental Quality Act (CEQA) significance thresholds as presented in Appendix G of the CEQA Guidelines.

### **2.6.4 Transportation Impact Analysis**

Kittelson will prepare the Transportation Impact Analysis (TIA) to support the environmental documentation and approvals for the project. The TIA will document the existing circulation network, planned improvements, and updated General Plan policies and will assess potential impacts using vehicle miles traveled (VMT) metrics as required under CEQA. The appropriate travel demand model will be modified to include the proposed project land uses, and adjacent networks will be refined in the model network as needed. Kittelson will provide VMT results under the City's adopted VMT metrics. If the project would generate an impact to VMT, then Kittelson will develop appropriate mitigation measures including transportation demand management (TDM) and related trip reduction measures.

Kittelson will also qualitatively assess the effects to transit, pedestrian, and bicyclist conditions, focused on potential conflicts with the existing and future circulation network.

To support expedited processing of future developments in the City, the analysis will identify opportunities for future CEQA documents to tier off the transportation analysis for this project. It should be noted, however, that site-specific analyses may still be required for individual development projects to address localized issues such as operations impacts at adjacent intersections, parking, passenger loading, queuing, and driveway conflicts.

After addressing one round of non-conflicting project team comments, a Final Transportation Impact Analysis report will be submitted.

### **2.6.5 Air Quality/GHG Study**

De Novo will prepare the air quality and greenhouse gas emissions (GHG) analyses, which will be incorporated directly into the EIR to support significance determinations.

The City is located within the jurisdiction of the South Coast Air Quality Management District (SCAQMD). Implementation of the General Plan and Zoning Code Update would result in short-term construction-related emissions and long-term operation emissions, primarily attributable to emissions from vehicle trips and from energy consumption associated with new growth and development. The Air Quality analysis will identify the regional and local air quality and meteorological conditions that affect air pollution dispersal or transport. Applicable air quality regulatory framework, standards, and significance thresholds will be discussed. The project's potential to conflict or obstruct implementation of the AQMP will also be addressed. Short-term (construction) increases in regional criteria air pollutants will be quantitatively assessed. The California Air Resources Board (CARB)-approved CalEEMod computer model will be used to estimate regional mobile source and particulate matter emissions associated with potential construction activities. Long-term (operational) increases in regional criteria air pollutants will be quantitatively assessed for area source, mobile source and stationary sources. The CARB-approved CalEEMod computer model will be used to estimate emissions associated with the Project. In response to the California Supreme Court decision for Sierra Club vs. County of Fresno (Friant Ranch), the resultant human health impacts from the Project's short-term construction and long-term operational air emissions will be analyzed.

Our in-house air quality experts complete GHG analyses for a variety of CEQA projects, including General Plan EIRs. Our team is experienced in applying the following air emissions modeling tools: Urban Emissions Model (URBEMIS), Emissions Factor Models (EMFAC, MOBILE), Road Construction Emissions Model, Direct Traffic Impact Model (DTIM), American Meteorological Society/EPA Regulatory Model (AERMOD), Industrial Source Complex (ISC), Line Source Dispersion Models (Caline/Cal3QHC), and Hot Spots Analysis and Reporting Program (HARP). De Novo also prepares Climate Action Plans and Air Quality Elements, which demonstrate our technical ability to adequately address this topic. The GHG analysis prepared as part of the general plan update will be quantified and tied to the standards, thresholds, and methodologies established by AB 32 and SB 32. The general plan will include tangible policies and actions that clearly identify the roles and responsibilities of both the public and private sectors in reducing GHG emissions and will meet the legal requirements for a General Plan Update EIR.

### **2.6 Deliverables:**

- » Administrative and Final versions of all technical studies (note that no stand-alone study will be prepared for the Air Quality/GHG Study; the results of this work will be incorporated directly into the Existing Conditions Report and EIR).

## **TASK 2.7      EXISTING CONDITIONS REPORT**

To prepare a meaningful General Plan, existing conditions must be well-understood and clearly documented. As the first major project deliverable, the Existing Conditions Report (ECR) will be a valuable resource for the General Plan Advisory Committee, City Council, Planning Commission, City staff, and the De Novo team to refer to as goals and policies are developed and the EIR is prepared. The De Novo team has found that preparing a comprehensive Existing Conditions Report early on in the process provides the entire team clarity on issues facing the City, and fosters a deeper level of understanding of key topics that must be addressed from multiple angles throughout the project. The Existing Conditions Report will include the following chapters:

- » Introduction
- » Land Use
- » Mobility
- » Demographic Trends
- » Market Trends
- » Historical and Cultural Resources
- » Community Services and Facilities
- » Environmental Justice
- » Conservation
- » Greenhouse Gas and Climate Change
- » Hazards, Safety, and Noise

While there will be a significant amount of narrative discussion included in the ECR, we will also make extensive use of maps, graphics, and user-friendly non-technical terms to help make it accessible to the general public. As a separate document, we will prepare a concise Executive Summary to highlight the most important issues. This stand-alone summary will be prepared in a magazine format and shared via viewing platform like Blurb or Issue to enhance the user experience.

### **2.7      Deliverables:**

- » Administrative Draft Existing Conditions Report (5 copies), Final Existing Conditions Report (10 copies), Administrative Draft Executive Summary (5 copies), Final Executive Summary (10 copies)

## **TASK 3      EVALUATING ALTERNATIVES**

As described in the Project Understanding, it is vitally important that the City arrive at a preferred land use plan by late summer 2023. This is an aggressive timeline and will require a highly efficient and effective process led by a team of subject-area experts. De Novo's extensive experience in preparing and evaluating land use alternatives best positions the City for success. Once a preferred land use plan is confirmed, the team will move forward expeditiously with the environmental review and rezoning effort, which must be completed by October 15, 2024. In order to facilitate this process, De Novo has proposed a strategic alternatives evaluation work program that heavily relies on input from the community through the Visioning Workshops and GPAC meetings and a collaborative effort working with City staff to quickly and efficiently establish the alternatives.

### **TASK 3.1      PREPARATION OF ALTERNATIVES**

In this task, De Novo will host a collaborative working session with City staff to develop three land use alternatives based on feedback received from the public, the requirements of the City's rezoning program, and other pertinent market information. This effort will result in three maps and a set of land use definitions to support the maps.

#### **3.1      Deliverables:**

- » Preparation for and facilitation of working session with City staff; three land use alternative maps and associated land use designations

### **TASK 3.2 EVALUATION OF GROWTH ALTERNATIVES AND LAND USE ALTERNATIVES REPORT**

The team will prepare a Land Use Alternatives Report to study the alternatives prepared under Task 3.1. As part of the Land Use Alternatives Report, the De Novo team will develop population and employment projections based on build-out of each alternative. The De Novo team will evaluate the land use alternatives in terms of impacts on an identified set of topics, such as existing/programmed public facilities or networks, the natural environment, the economy, greenhouse gas emissions reduction, and City finances. Additionally, Kittelson will support the De Novo team by evaluating the proposed land use alternatives from a transportation perspective. Kittelson will provide input into the evaluation of land use alternatives, in terms of location, levels of intensity, potential conflicts with adjacent transportation facilities, and circulation/access requirements. Kittelson will also assess potential implications of increased traffic from the land use alternatives to the roadway network. If needed, Kittelson can provide trip generation calculations, and review and provide feedback on the land use alternatives prepared by the De Novo team.

As part of the Land Use Alternatives Report, the De Novo team and City staff will develop policy options to address identified key assets, issues, and opportunities., which will be more fully developed during preparation of the General Plan Policy Document.

The team will present the Land Use Alternatives Report to the public, Planning Commission, and City Council for consideration and feedback.

#### **3.2 Deliverables:**

- » Land Use Alternatives Report (Administrative and Public Version, electronic only)

### **TASK 3.3 FISCAL IMPACT ANALYSIS**

To assist in evaluating the Land Use Alternatives and refining a Preferred Alternative, EPS will analyze the fiscal impacts of proposed land use programs (up to three scenarios) on General Fund revenues and costs over appropriate timeframes based on discussions with City staff. EPS will employ a planning-level approach, based on an evaluation of the City's budget and estimates related to primary revenue generators (for example, property and sales tax). EPS assumes that the City will provide budget documents and any other supporting information regarding the General Fund. For quantifying fiscal revenue impacts, EPS will employ a per-capita methodology, supplemented where necessary with a limited case-study approach, to estimate increases in General Fund revenues attributable to new development. For quantifying public service cost impacts, EPS will use an average cost methodology for forecasting increases in service demand and associated expenditures by land use category. (Note: this analysis will be conducted after Land Use Alternatives have been developed).

#### **3.3 Deliverables:**

- » Fiscal Impact Analysis Report (Administrative Draft and Final)

### **TASK 3.4 PREFERRED LAND USE PLAN DEVELOPMENT**

The team will present the Land Use Alternatives Report to the public, Planning Commission, and City Council for consideration and feedback. Based on the information and direction received, the team will prepare a Preferred Land Use Plan and conduct the necessary analysis to develop a detailed project description for use in the EIR. The De Novo team expects the Preferred Plan to reflect components of more than one alternative; in other words, it is not likely that an alternative will be "perfect" and selected as the Preferred Plan. Once a Preferred Land Use Plan has been defined, final demographic information will be generated and EPS will update the fiscal model to project the Preferred Plan's net fiscal impacts.

#### **3.4 Deliverables:**

- » Preferred Land Use Plan and associated build-out summary information, fiscal analysis on the Preferred Plan

## **TASK 4 ADMINISTRATIVE DRAFT GENERAL PLAN**

The De Novo team is committed to providing the City a General Plan of the highest quality and will actively engage the community to develop a vision for the General Plan, prepare a policy document that reflects the desires of the City, and create implementation actions that are consistent with the City's vision for the future. De Novo's team of principal-level staff are experts in preparing General Plans and will ensure that this update complies with all legislative requirements and addresses planning best practices.

### **TASK 4.1 GENERAL PLAN FRAMEWORK**

De Novo realizes that the General Plan document must be organized in the manner most useful to the City. We understand that in addition to updating all required elements, this update will also address the following optional topics as either stand-alone elements or in conjunction with a required element: Economic Development, Community Health and Wellness, and Environmental Justice. This proposal recommends that a separate Implementation Plan be adopted concurrent with, but separate from, the General Plan document. While this can certainly be accommodated, De Novo finds that it is typically most effective to locate the actions within the body of the policy document so that the goals, policies, and actions are tied together most effectively and so that the actions can be adopted as part of the General Plan and serve to create a "self-mitigating" General Plan where the actions themselves serve as the mitigation for the General Plan EIR. De Novo has implemented this approach in numerous jurisdictions with great success and our clients find enormous value in this structure.

#### **4.1 Deliverables:**

- » Draft Outline for the General Plan including preliminary policy and land use recommendations and implementation measures; Final GP Outline; Element Template

### **TASK 4.2 ADMINISTRATIVE DRAFT GENERAL PLAN**

The De Novo team will provide City staff with an Administrative Draft General Plan for review; comments on the Administrative Draft General Plan will be used to create a Public Review Draft General Plan. We anticipate meeting with City staff to review comments and reach agreement on how to address potentially conflicting comments.

The current General Plan will be thoroughly reviewed to determine components that should be carried forward and to identify areas where new goals and policies are needed to address the community's desires as well as changes to State law since the previous update. In preparing the General Plan Update, the De Novo team will prepare each element to ensure that all goals, policies, and actions:

- » Support the community's vision and values;
- » Address requirements of State law;
- » Avoid or mitigate potential environmental impacts, or are balanced by social, economic, legal, or other relevant considerations;
- » Are grounded in recent and sound community planning and conservation trends; and
- » Are internally consistent.

While the final content and format will be finalized during Task 4.1 (see above), we have outlined the high-level topics we expect will be included based on our understanding of the project and special issues facing the City of Lomita. These topics are described briefly below.

#### **Introduction**

The Introduction will identify the General Plan vision statement, discuss the rich cultural and historical heritage of Lomita, describe the organization of the General Plan, and describe how the General Plan complies with applicable regulations.

### Land Use Element

The Land Use Element will capitalize on the community's assets and potential with "placemaking" ideas that ultimately create good public spaces that promote people's health, happiness, and well-being. It will provide goals and policies that cover the following topics:

- » Land use types, mix, balance, and location
- » Strategic growth areas/areas of change
- » Major destinations in the City
- » Neighborhood preservation, revitalization, and enhancement
- » Specific recommendations for revisions to adopted planning documents to ensure on-going consistency and implementation of the General Plan

### Circulation Element

New topics related to mobility and its role in Lomita have emerged since the General Plan was last updated, including multimodal network connectivity, active transportation, and regional transit planning. We will work with City staff to refine existing goals and policies, and to evaluate potential new goals, policies, and programs to reflect new and emerging City priorities, changing conditions, new State mandates and guidelines, and recent local and regional planning initiatives. This will include the transportation goals, policies, and objectives for the City, and will address the measures needed to incorporate future transportation network changes and anticipated citywide growth projected through build-out of the General Plan.

We expect that the list of topics to be addressed in this element include, but are not limited to:

- » Level of Service (LOS) and Vehicle Miles Traveled (VMT)
- » Roadway Network Performance
- » Transit System
- » Travel Demand Management
- » Bicycle and Pedestrian Systems
- » Truck Travel
- » Emergency Evacuation Routes
- » Active Transportation Systems

Kittelson will prepare the overall Circulation Element for inclusion in the General Plan based on the land use alternatives analysis. Kittelson will develop and compile a matrix of goals, policies, and programs that build off of existing adopted City policy documents, and how they advance City and regional transportation and community goals. Kittelson will provide "complete streets" strategies and multimodal street design to comply with State planning requirements, create safe and convenient pedestrian, bike, and transit opportunities, and promote alternative transportation modes. In addition, new mobility trends will be incorporated into the Circulation Element, as there has been significant changes to mobility choices since the current General Plan was adopted. These include: Transportation Network Companies (TNCs) like Uber and Lyft, autonomous vehicles, car sharing services, bike sharing services, electric scooters and bikes, microtransit, and safe systems approach to safety planning.

### Resource Management Element (Open Space and Conservation)

The Resource Management Element will focus on the cultural, natural, environmental, and man-made resources and the provision of open spaces. The element combines the State-mandated Open Space and Conservation Elements and provides the foundation for resource conservation in the context of the City's long-term vision for the future and Land Use Map. The Resource Management Element will be developed to be consistent with other General Plan Elements (e.g., Land Use, Circulation), and its policies, programs, and implementation actions will address the following topics:

- » Air quality/greenhouse gases
- » Cultural resources, including the City's important historical places and structures



- » Biological resources
- » Energy and mineral resources
- » Parks and recreation programs
- » Open space
- » Recreational trails
- » Scenic vistas

#### **Noise Element**

To assist in streamlining the content of the General Plan, De Novo proposes that the City address the topic of noise within the Safety Element; however, a stand-alone Noise Element can also be prepared.

#### **Environmental Justice Element**

When two or more general plan elements are revised concurrently, per SB 1000, the City must address environmental justice (EJ) as part of the General Plan if the City has areas defined as “Disadvantaged Communities”. The City is required to either adopt a new element or integrate environmental justice goals and policies into the elements of the General Plan “upon the adoption or next revision of two or more elements concurrently” (Government Code Section 65302[h][2]).

De Novo will conduct a comprehensive analysis regarding environmental pollution exposure in Lomita using CalEnviroScreen 4.0 and other available resources. We will research the social, economic, and pollution data sets. We will review other environmental and health databases and resources to identify indicators measuring citywide inclusivity and equity, as well as underlying socioeconomic variables including home purchasing power, unemployment rate, educational attainment, and poverty levels. The information will be consolidated into a memorandum with a recommendation on how to approach the topic of environmental justice, either through a stand-alone EJ Element or by infusing environmental justice goals and policies into the other General Plan Elements.

While general plans have only recently been required to address the topic of environmental justice in response to SB 1000, the De Novo team is proud to have long-considered the needs of a community’s most vulnerable populations as fundamental to our past general plan work. There are a number of ways to articulate what “environmental justice” means in relation to the practice of planning, but for our purposes we find the definition developed by CalEPA to be especially helpful, where environmental justice means “the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies.” With that said, as Lomita updates its General Plan, it will need to define what EJ means for this community and appropriately address issues related to this topic.

SB 1000 requires jurisdictions to first identify environmentally disadvantaged communities; using the findings of CalEnviroScreen 3.0, Lomita does not appear to have any neighborhoods that are considered disadvantaged communities, or DACs. Nonetheless, the City may wish to address the seven EJ-related issues in the updated General Plan:

- » Pollution exposure (including air quality)
- » Food access
- » Public facilities
- » Safe and sanitary homes
- » Physical activity
- » Community engagement
- » Prioritization of improvements and programs addressing the needs of DACs

How environmental justice is ultimately addressed in Lomita will need to be tailored to the issues and opportunities specifically facing the community. At a minimum, we recognize that the Lomita General Plan will provide a meaningful way for all community members to participate in the process, reduce disproportionate environmental burdens on low-income and minority populations, increase mobility and access for all residents, identify healthy

and affordable housing opportunities for all segments of the community, and define goals and policies to improve air quality, especially for sensitive population groups.

### **Economic Development Element**

Although the City has indicated that it wishes to fold the Economic Development Element into the other elements of the General Plan, economic development remains a priority for the City of Lomita (and rightfully so). EPS will provide recommendations on where to incorporate economic development goals, policies, and programs into the General Plan based on the findings of the Market Study (see Task 2.5) and discussions with City staff and stakeholders. The goals, policies, and implementation programs will provide the City with guidance to foster a strong and sound local economy. The topics addressed may include, but are not limited to:

- » Business retention and attraction;
- » Creation of high-quality job opportunities; and
- » Expansion of in-demand land use sectors.

The goals and policies will focus on maintaining a high quality of life that supports the City's role in the South Bay regional economy while promoting employment and revenue opportunities necessary to meet the needs and preferences of City residents and businesses.

### **Implementation Program (Stand-alone or Integrated into Policy Sets)**

General Plan implementation is necessary to achieve the vision laid out by the General Plan. The Implementation Program will provide feasible, practical implementation methods that ensure the General Plan does not "sit on the shelf" but instead achieves the goals it sets out. This section will help ground the General Plan in reality and assist in ensuring that it produces real results. The Implementation Program will identify how each implementation measure will be implemented, including the City department responsible for implementation, the funding source(s), and timing of implementation. The De Novo team will work closely with City staff to prepare this section. As part of this work effort, the team will identify recommended zoning changes to ensure that zoning and General Plan land use designations are in compliance.

#### **4.2 Deliverables:**

- » Administrative Draft General Plan (5 hardcopies one electronic copy in both Word and PDF format);  
Environmental Justice Memorandum

## **TASK 5 DRAFT GENERAL PLAN**

### **TASK 5.1 DRAFT GENERAL PLAN**

Following the City's comments on the Administrative Draft General Plan, De Novo will prepare the Draft General Plan for public review/comment and use during the City's review and approval process. The Public Review Draft General Plan will be prepared in printed and electronic form. The Public Review Draft General Plan will be provided to the City for distribution to the public and appropriate agencies and posting on the City's website. De Novo will be available to present the Draft General Plan and Draft Environmental Impact Report (see Task 8) in a public workshop and/or Planning Commission and City Council meetings to provide the decision-makers and community with information regarding the intent and structure of the draft documents and to receive comments on the draft documents.

#### **5.1 Deliverables:**

- » Draft General Plan (5 hardcopies and one electronic copy in both Word and PDF format)

## **TASK 6 FINAL GENERAL PLAN**

### **TASK 6.1 FINAL GENERAL PLAN**

We anticipate that a series of public hearings will be held by the Planning Commission and City Council to consider adoption of the General Plan. As changes are requested by these decision-making bodies, we will prepare modified General Plan text that will be provided as attachments to the staff report for City Council consideration. Based on Council's direction at the adoption of the General Plan, De Novo will edit the General Plan to be consistent with any revisions approved by the City Council and will prepare the final version of the General Plan.

#### **6.1 Deliverables:**

- » Final General Plan (10 hardcopies and one electronic copy in both Word and PDF format)
- » Color Land Use Map (PDF and GIS formats)
- » All General Plan maps, tables, and images (electronic format including GIS shapefiles of all maps)

## **TASK 7 ZONING CODE AND MAP UPDATE**

In conjunction with both the General Plan Update and the City's recently adopted 2021-2029 Housing Element, De Novo will complete a Comprehensive Zoning Code Update to create consistency with the new General Plan and to conform to and implement the Housing Element.

The General Plan Update will undoubtedly result in actions requiring Lomita to update its Zoning Code in specific ways, typically in relation to allowable uses/development standards required to implement the General Plan's land use designations. If this is not included as part of the General Plan Update work program, the City will be left at a disadvantage immediately following adoption of the General Plan because there will be inconsistencies between the General Plan and Zoning Code. More urgently, however, is the necessity to implement the City's Housing Element, particularly Program 14: Rezone Program to facilitate the development of multifamily housing affordable to lower-income households, especially in areas with access to resources and opportunity. Program 14 requires the City to: (1) rezone to accommodate the shortfall in the lower-income RHNA; (2) rezone to accommodate the remaining moderate- and above-moderate income RHNA need; and (3) rezone to create a buffer of capacity for the lower- and moderate-income RHNA. Furthermore, the rezoning must be completed by October 15, 2024 per State mandate, and as a result, the project schedule will be driven by this deadline.

Specific updates for the residential development standards resulting from the Housing Element Update also include Objective Design and Development Standards, mobile home park regulations, affordable and mixed-income housing incentives, allowance of stand-alone residential within mixed-use areas, additional lot consolidation incentives, density bonus incentives update, increased permitted density along Lomita Boulevard, allowance of large care residential facilities in commercial and mixed-use zones, reduced multifamily parking requirements, reduced religious institution parking requirements in exchange for housing development consistent with AB 1851, coordination with developers for identification of areas for density minimum implementation, streamlined and simplified housing regulations, updated regulations in response to legislative amendments, and consideration of an inclusionary housing ordinance paired with the rezoning determined through an economic feasibility analysis.

The Zoning Code Update proposed herein will focus on making the Zoning Code more user-friendly, through increased use of graphics and tables to convey information, as well as addressing changes to the existing Zoning Code identified by staff, changes in applicable State law since the last Zoning Code was prepared, and identification of changes required to ensure the Zoning Code is consistent with the General Plan Update and adopted Housing Element. Terms and definitions will be contemporary and reflect current planning practices. The resulting product will be a Zoning Code that is well-organized and provides clear and understandable guidance to City residents, staff, and elected officials.

## **TASK 7.1 INTERNAL REVIEW AND STAFF COORDINATION**

De Novo will prepare a matrix of General Plan policies and actions that may require changes or revisions to Title XI – Planning and Zoning of the Lomita Municipal Code. The matrix will identify the applicable titles, chapters, and sections of the Municipal Code that may need to be revised in order to bring the Municipal Code into full consistency with the General Plan. Following completion of the consistency matrix, De Novo will meet with City departments heads, or their assigned representatives, to discuss the matrix, identify any items that require immediate attention, and possible text revisions needed to bring the Municipal Code into consistency with the General Plan.

### **7.1 Deliverables:**

- » Zoning Code Update matrix and summary memorandum (5 copies, PDF)

## **PHASE 1 - REZONING TO ACCOMMODATE RHNA AND IMPLEMENT HOUSING ELEMENT**

Phase 1 of the Zoning Code Update will focus on the critical amendments triggered by the City's recently certified 2021-2029 Housing Element, primarily the rezoning of sites to accommodate the City's RHNA allocation and the preparation of Objective Design and Development Standards for residential development.

Housing Element Program 14: Rezone Program is intended to facilitate the development of multifamily housing affordable to lower-income households, especially in areas with access to resources and opportunity. Program 14 requires the City to: (1) rezone to accommodate the shortfall in the lower-income RHNA; (2) rezone to accommodate the remaining moderate- and above-moderate income RHNA need; and (3) rezone to create a buffer of capacity for the lower- and moderate-income RHNA. As the rezoning must be completed by October 15, 2024 per State mandate, the project schedule will be driven by this deadline and Phase 1 of the Zoning Code Update will run in concert with the General Plan Update and preparation of the EIR.

## **TASK 7.2 ADMINISTRATIVE DRAFT ZONING CODE (PHASE 1)**

The consultant team will prepare a focused update to the City's Zoning Code in administrative draft format, to be used for internal staff review. The Phase 1 focused update to the Zoning Code will be based on implementing the 2021-2029 Housing Element; input from City staff; updates required by the California Government Code, California Building Code, State and Federal laws, and local codes; policies and action items contained in the General Plan Update; input from the City Council and Planning Commission; and direction received from the public and stakeholder input. The team will also meet and consult with City departments.

### **Draft Format and Outline**

Based on input received from staff and the public, the consultant team will prepare a draft annotated outline of the key areas of the Zoning Code impacted by the updated General Plan and requirements for implementation of the Housing Element. After staff review, we will discuss any desired changes and direction for the preparation of the Zoning Code chapters.

### **Administrative Draft Zoning Code Preparation**

The Phase 1 focused Zoning Code Update is expected to include updates to the Zoning Map and modifications and/or additions to the zoning districts/development standards in order to create consistency with the General Plan, including any modifications as a result of the Housing Element Update. Under this task, the Phase 1 focused Zoning Code Update will be prepared in the same style and format as currently adopted; as an optional task, our team can undertake a form-based update to the Zoning Code, if that is the City's preference moving forward.

### **Inclusionary Housing Program Economic Feasibility Study**

To help inform the City about the potential for an inclusionary housing program, EPS will meet with City staff to understand the City's goals for affordable housing development. Based on this meeting and in consultation with the consultant team, EPS will develop a set of up to three (3) ownership and rental housing prototypes for feasibility

analysis. The prototypes will be reflective of projected new development types in the City, and will be vetted with City staff. It is expected that the prototypes will reflect existing zoning allowances/requirements in the City.

EPS will then conduct research of the local housing market prices and development costs by housing prototype, recent construction and pipeline projects, land pricing, required developer profit, and other trends reflecting housing and real estate inputs.

EPS will use this data to assemble a set of “static” pro forma financial models representing the identified housing prototypes. The models will assess the development feasibility of these prototypes under an “all market-rate” scenario and under 2-3 possible inclusionary scenarios, using a minimum market feasibility metric established through the market research. The inclusionary scenarios will reflect requirements of inclusionary programs adopted elsewhere in the Southern California region. The models will be constructed to allow for sensitivity analysis for various key inputs, including zoning requirements (such as density and parking requirements) that may be adjusted as part of the rezoning effort of the General Plan Update.

EPS will share the findings of the feasibility analysis with City staff, and provide a recommendation as to whether the findings suggest that an inclusionary housing program could be economically feasible. Should the City desire to pursue a full study to further study feasible requirements and develop an inclusionary housing program, EPS will provide guidance on the next steps required for such a study.

#### **7.2 Deliverables:**

- » Draft Format and Outline
- » Administrative Draft Zoning Code (5 hardcopies and PDF files)
- » Summary Report of Inclusionary Housing Program Economic Feasibility Study

#### **TASK 7.3 ZONING MAP REVISIONS**

The consultant team will prepare an update to the citywide Zoning Map. The update will be completed at a parcel-specific level for all parcels located within the city limits. The Zoning Map will be updated to reflect changes to the citywide General Plan Land Use Map, and to ensure consistency between the Land Use and Zoning Maps. In many instances, there will be multiple zoning districts that are consistent and compatible with land use designations shown on the General Plan Land Use Map.

#### **7.3 Deliverables:**

- » Parcel-level zoning map and GIS data

#### **TASK 7.4 ZONING CODE FINALIZATION (PHASE 1)**

Following completion of Task 7.2, the consultant team will prepare a screencheck draft Zoning Code that addresses the comments received from City staff and any input from the public. Following City staff approval of the screencheck draft, the team will prepare a draft Zoning Code for public review.

At the conclusion of the public review period for the draft Zoning Code, the consultant team will meet with staff and the City Council to discuss and review any public comments received on the document. Potential changes and edits will be discussed, and a final Zoning Code will be prepared for adoption.

The consultant team will present the final Phase 1 Zoning Code to the Planning Commission and City Council for consideration.

#### **7.4 Deliverables:**

- » Final Phase 1 Zoning Code (5 hardcopies, PDF files, 5 large-format wall copies of final Zoning Map)

## **PHASE 2 - ZONING CODE AMENDMENTS**

Upon completion of the Phase 1 Zoning Code Update, the consultant team will shift focus to all other Zoning Code Update items.

### **TASK 7.5 ADMINISTRATIVE DRAFT ZONING CODE (PHASE 2)**

The consultant team will prepare a focused update to the City's Zoning Code in administrative draft format, to be used for internal staff review. The Phase 2 focused update to the Zoning Code will be based on implementing the 2021-2029 Housing Element; input from City staff; updates required by the California Government Code, California Building Code, State and Federal laws, and local codes; policies and action items contained in the General Plan Update; input from the City Council and Planning Commission; and direction received from the public and stakeholder input. The team will also meet and consult with City departments.

#### **Draft Format and Outline**

Based on input received from staff and the public, the consultant team will prepare a draft annotated outline of the key areas of the Zoning Code impacted by the updated General Plan and requirements for implementation of the Housing Element. After staff review, we will discuss any desired changes and direction for the preparation of the Zoning Code chapters.

#### **Administrative Draft Zoning Code Preparation**

The Phase 2 focused Zoning Code Update is expected to include additional modifications and/or additions to the Zoning Code resulting from the Housing Element Update. Under this task, the Phase 2 focused Zoning Code Update will be prepared in the same style and format as currently adopted; as an optional task, our team can undertake a form-based update to the Zoning Code, if that is the City's preference moving forward.

#### **7.5 Deliverables:**

- » Draft Format and Outline
- » Administrative Zoning Ordinance (5 hard copies and PDF files)

### **TASK 7.6 ZONING CODE FINALIZATION (PHASE 2)**

Following completion of Task 7.2, the consultant team will prepare a screencheck draft Zoning Code that addresses the comments received from City staff and any input from the public. Following City staff approval of the screencheck draft, the team will prepare a draft Zoning Code for public review.

At the conclusion of the public review period for the draft Zoning Code, the consultant team will meet with staff and the City Council to discuss and review any public comments received on the document. Potential changes and edits will be discussed, and a final Zoning Code will be prepared for adoption.

The consultant team will present the final Phase 2 Zoning Code to the Planning Commission and City Council for consideration.

#### **7.6 Deliverables:**

- » Final Phase 1 Zoning Code (5 hardcopies, PDF files)

## **TASK 8 ENVIRONMENTAL ANALYSIS**

Due to the timing associated with the requirement to complete the rezoning by October 15, 2024 resulting from the Housing Element Update, and the City's desire to accomplish a comprehensive update to the Zoning Code, our proposed work program anticipates a phased update to the Zoning Code, as described in Task 7. Our proposed approach to the environmental review will accommodate this phased approach and provide the City with the necessary CEQA compliance to support the complete work program, as further described below.

### **PHASE 1 - GENERAL PLAN AND ZONING CODE UPDATE PROGRAM ENVIRONMENTAL IMPACT REPORT**

Phase I of the environmental review will result in the preparation of a Program Environmental Impact Report (EIR) that addresses all potential environmental impacts associated with the proposed General Plan Update and focused updates to the Zoning Code, including the rezoning program required by Program 14 of the City's certified Housing Element. A Program-level EIR is the expected environmental document for a project of this scale and impact potential and will serve as a "tiering document" to facilitate streamlined environmental review of all subsequent development, planning, and infrastructure projects undertaken in the City, which are consistent with the General Plan, including Phase 2 of the Zoning Code Update.

### **TASK 8.1 EIR NOTICE OF PREPARATION AND SCOPING**

#### **8.1.1 Notice of Preparation**

De Novo will prepare the Notice of Preparation (NOP) in accordance with CEQA Guidelines Section 15082. The NOP will indicate the City's decision to prepare an EIR; a detailed Initial Study will not be prepared, pursuant to CEQA Guidelines Section 15060 (d), which states if a lead agency can determine an EIR will be clearly required for a project, the agency may skip further initial review and begin work directly on the EIR.

The Draft NOP will be provided to the City for review. De Novo will revise the NOP, providing the City with a Second Draft NOP with revisions in tracked changes for ease of review. Upon acceptance by the City, De Novo will finalize the NOP for public distribution. This task includes filing the NOP with the County Clerk, State Clearinghouse through the CEQASubmit portal, and mailing the NOP to a City-approved Distribution List. We will coordinate with City staff to prepare and publish the newspaper notice. Comments received in response to the NOP will be evaluated during the preparation of the EIR.

#### **8.1.2 Scoping Meeting**

The project will require a public scoping meeting, to be scheduled during the NOP public review period. We propose two public scoping meetings; one scoping meeting, likely to occur during normal working hours, to garner input from invited responsible, affected and trustee agencies, and one scoping meeting, anticipated to occur in the evening, to garner input from the public. De Novo will prepare presentation materials and facilitate the meetings. The scoping meetings will include an overview of the General Plan and Zoning Code Update project and the environmental review process, as well as identification of environmental issues that will be addressed in the EIR. After completion of the scoping meetings De Novo will provide a summary of environmental issues raised. Additional follow-up with agencies, if necessary, will be completed as part of the Administrative Draft EIR preparation.

#### **8.1.3 Native American Consultation**

Cogstone will assist the City with Native American consultation as required under both AB 52 and SB 18. Cogstone will contact the Native American Heritage Commission (NAHC) to request an SB 18 contact list, and draft consultation letters notifying the Tribes of the project and invite comments and consultation with the City. The letters will be provided to the City for review and sent via certified mail.

Cogstone will assist the City in meeting AB 52 requirements by drafting consultation letters to those Tribes that have previously requested notification from the City regarding projects within the City's jurisdiction and within the Tribe's traditional use area. The letters will be provided to the City for review and sent via certified mail. Cogstone will follow-up two times and send consultation closing letters to each tribe.

It is important to note that the consultation required under both AB 52 and SB 18 is between Tribes and the City and the City will be responsible for responding to any requests for consultation received from the tribes. However, De Novo will assist the City with consultation, if such consultation is requested.

### **8.1 Deliverables:**

- » One (1) electronic (word and pdf) Administrative Draft, Revised Draft, and Final Notice of Preparation
- » Up to fifty (50) copies of the NOP to agencies/interested parties on the City's distribution list
- » Electronic submittal of the NOP to the State Clearinghouse CEQASubmit Portal
- » Filing of the NOP at the County Clerk
- » Facilitation of two (2) Scoping Meetings and summary notes
- » One (1) electronic (word and pdf) of Draft and Final AB 52 and SB 18 consultation letters
- » Final AB 52 and SB 18 consultation letters sent via certified mail

### **TASK 8.2 CEQA TECHNICAL STUDIES**

A series of technical studies and analyses will be prepared to assess the potential environmental impacts associated with implementation of the General Plan and Zoning Code Update. It is noted that the RFP identifies technical reports with appendices for several topical areas addressed in the EIR. Our work program includes analysis of all environmental topical areas in compliance with CEQA requirements, which may be integrated directly into the Environmental Impacts section of the EIR (Task 8.3) and not prepared as stand-alone documents; however, technical modeling and assumptions, where applicable, will be provided as appendices to the EIR. The technical studies are described under Task 2.6 as they will also inform the Existing Conditions Report (Task 2.8).

### **TASK 8.3 PREPARATION OF THE ADMINISTRATIVE DRAFT EIR**

The Draft EIR will be a Program EIR prepared consistent with the requirements of CEQA, the CEQA Guidelines, and relevant case law. The Draft EIR will be a readable, useful document that can be used to streamline review of future planning, infrastructure, and development projects that are consistent with the General Plan.

We will rely on the content developed for the Existing Conditions Report (ECR) when preparing the Draft EIR. In particular, the Existing Setting and Regulatory Framework for each topic area will be discussed in the ECR and then integrated in the Draft EIR as appropriate in Section 3: Environmental Setting, Impacts, and Mitigation Measures (described below). This streamlined approach ensures consistency across documents, maintains an expeditious project schedule, and reduced costs associated with development of the EIR.

The Draft EIR will consist of the sections described below.

#### **Executive Summary**

This section will summarize the characteristics of the General Plan and Zoning Ordinance Update, describe areas of controversy, and provide a concise summary matrix of the project's environmental impacts and associated mitigation measures as required under State CEQA Guidelines Section 15123. The matrix will also identify proposed General Plan Update policies and actions that provide mitigation of identified environmental impacts. Alternatives to the proposed project will be summarized and the environmentally superior alternative will be identified.

#### **Section 1: Introduction**

This section of the Draft EIR will provide an introduction and overview describing the intended use of the EIR and the review and certification process. This section will describe the purpose of the EIR, identify CEQA Guidelines and Public Resources Code requirements for a Program EIR, and describe how the Program EIR can be used to streamline environmental review of subsequent projects.



## Section 2: Project Description

This section of the Draft EIR will be consistent with the requirements of State CEQA Guidelines Section 15124 and will provide a detailed description of the General Plan and Zoning Code Update appropriate for the programmatic analysis of environmental impacts. This section will describe project components (e.g., land use map, policies/actions, zoning code updates, phasing of the project, etc.), development potential associated with implementation of the General Plan and Zoning Code Update and provide clear identification of what would be defined as a “subsequent project” under the General Plan and Zoning Code Update. The City’s objectives for the project will be described. In addition, graphics illustrating the proposed project and a description of anticipated actions associated with the project will be provided. The Project Description will support the anticipated development intensity and land uses envisioned for the General Plan and Zoning Code Update, and will provide flexibility regarding the evaluation of subsequent projects.

## Section 3: Environmental Setting, Impacts, and Mitigation Measures

This section will provide the baseline setting, general assumptions, and environmental analysis used in determining the environmental effects of the project. This chapter will include an introductory section providing details on the “baseline conditions” assumptions for the analysis, land use forecasts for residential and non-residential uses, level of detail of programmatic analysis, consideration of key components of the project (e.g., location of future growth, continued highest and best use of resources, conservation of natural resources, circulation system modifications, risks associated with seismic and soil contamination hazards), and definition of the cumulative setting (e.g., geographic extent) and impact analysis. This chapter will also describe how direct and indirect environmental impacts are addressed associated with implementation of the General Plan and Zoning Code Update and the multiple actions that may occur associated with its implementation (e.g., adoption of infrastructure master plans, update of CIPs, public service improvements).

Population, housing units, and non-residential uses, including employment, will be projected for the City under buildout conditions. The Draft EIR will analyze impacts associated with buildout conditions. This chapter will describe the basis of and approach to the impact analysis in the Draft EIR. The EIR will evaluate each of the following environmental issues in detail, consistent with Appendix G of the CEQA Guidelines:

- |                                     |                                       |
|-------------------------------------|---------------------------------------|
| » Aesthetics and Visual Resources   | » Land Use and Planning               |
| » Agricultural and Forest Resources | » Mineral and Energy Resources        |
| » Air Quality                       | » Noise                               |
| » Biological Resources              | » Population, Housing, and Employment |
| » Cultural and Tribal Resources     | » Public Services                     |
| » Energy                            | » Recreation, Parks, and Open Space   |
| » Geology, Soils, and Seismicity    | » Transportation and Circulation      |
| » Greenhouse Gas Emissions          | » Utilities and Service Systems       |
| » Hazards and Hazardous Materials   | » Wildfires                           |
| » Hydrology and Water Quality       |                                       |

For each issue area, we will discuss in detail the existing setting (based on the information provided in the Existing Conditions Report prepared under Task 2.7), regulatory framework, and impacts and mitigation measures. De Novo will work closely with City staff on crafting mitigation measure language and timing that is appropriate for inclusion in the General Plan Update and is suitable for use in the typical development review process.

## Section 4: Cumulative Impacts

De Novo will assess the impacts of General Plan implementation in combination with other known, approved, or reasonably foreseeable development activity in the region. This analysis will be performed consistent with State

CEQA Guidelines and be based on local and regional development forecasts. A table summarizing projected regional growth will be provided. A clear cumulative setting for each environmental topic will be described in the Draft EIR.

The cumulative analysis will address each topic covered in the environmental analysis (e.g., water supply, traffic, biological resources, etc.) and will identify appropriate mitigation measures for any significant impacts identified. The potential for the project to induce growth, either through designation of land for growth, extension of services and infrastructure, or other project characteristics that may encourage and facilitate growth in the area, will be evaluated.

### **Section 5: Other CEQA Requirements**

This section will address other topics required by CEQA including significant irreversible environmental effects, a summary of significant and unavoidable impacts of the project, identification of environmental areas that would have no or less than significant impact, and an evaluation of the project related to each of the mandatory findings of significance identified in Section 15065 of the CEQA Guidelines.

### **Section 6: Alternatives Analysis**

De Novo will coordinate with City staff in the development of up to three alternatives to the proposed project, including the CEQA-required No Project Alternative. The alternatives analysis in the Draft EIR will focus on alternatives that avoid or minimize environmental effects as compared to the proposed General Plan Update and may result from development of the land use alternatives. These alternatives will be described qualitatively and quantitatively, and contrasted with the proposed project in terms of the extent that the alternatives can achieve project objectives or reduce adverse impacts.

This analysis will be presented in a separate section of the EIR and will include a comparative matrix of the alternatives to the proposed project based on the significant environmental effects identified in the Draft EIR. Based on this analysis, the environmentally superior alternative will be identified as required by CEQA.

### **Section 7: Report Preparers and References**

This section will identify all persons assisting in the preparation of the EIR and referenced agencies/materials.

#### **8.3 Deliverables:**

- » One (1) electronic copy of the Administrative Draft EIR prepared in Microsoft Word and PDF
- » One (1) electronic copy of the complete Administrative Draft EIR Appendices
- » One (1) electronic copy of the Revised (Second) Administrative Draft with incorporation of City comments in track changes

#### **TASK 8.4 PREPARATION OF THE DRAFT EIR**

De Novo will respond to one complete set of comments from City staff on the Administrative Draft EIR. The Screen-check Draft EIR will be provided to City staff with all revisions made in track changes to assist in review of the document.

De Novo will respond to a second review of the Draft EIR. Upon approval, De Novo will prepare the Draft EIR for the required 45-day public review period. In addition, the Notice of Completion (NOC) and Notice of Availability (NOA) will be prepared. This task includes filing the NOA at the County Clerk and submitting the NOC, NOA, Draft EIR and Appendices to the State Clearinghouse through the CEQASubmit portal. De Novo will mail the NOA/NOC to the City-approved Distribution List. We will coordinate with City staff to prepare and publish the newspaper notice. Our budget includes the County Clerk filing fee.

#### **8.4 Deliverables:**

- » One (1) electronic copy of the Revised (Second) Administrative Draft with incorporation of City comments in track changes

- » One (1) electronic copy of the complete Revised (Second) Administrative Draft EIR Appendices
- » One (1) electronic copy of the Public Review Draft EIR prepared in Microsoft Word and Exhibits (jpeg or pdf file format, as requested by City Staff)
- » Three (3) bound hardcopies of the Public Review Draft EIR (with Draft document and Technical Appendices on USB provided with each hardcopy)
- » One (1) electronic copy of the Notice of Availability (NOA)
- » Up to fifty (50) copies of the NOA to the City's distribution list
- » Electronic submittal of the Public Review Draft EIR and Technical Appendices, NOC, and NOA to the State Clearinghouse CEQASubmit portal
- » Filing of NOA at the County Clerk

#### **TASK 8.5 FINAL ENVIRONMENTAL IMPACT REPORT AND MMRP**

At the conclusion of the Draft EIR public review period, the De Novo team will respond to written comments received by the City. Upon completion, copies of the Administrative Final EIR will be forwarded to the City for review. The Final EIR document, which will be a separately bound, will include the comment letters, responses, and revisions to the Draft (text to be revised will be shown as an excerpt demarcated with underline for new text and strikethrough for deleted text).

At this time, the extent of public and agency comments that will result from the review process is unknown. This task assumes a maximum budget of staff time for the preparation of responses by the De Novo team. Should the level of comments and responses exceed our budgeted estimate, De Novo will submit additional funding requests to the City. The scope of work does not assume supplemental technical studies or extensive additional analysis will be required to provide responses to comments. If it is determined that supplemental technical studies or additional analysis are needed, De Novo will work with the City to determine the associated scope of work and additional funding necessary.

We assume one round of City review of the Administrative Final EIR and one round of City review of the Screencheck Final EIR prior to public release.

A Mitigation Monitoring and Reporting Program (MMRP) will also be prepared to identify appropriate monitoring steps/procedures and provide a basis for monitoring such measures during and upon Project implementation. The Mitigation Monitoring and Reporting Checklist will serve as the foundation of the MMRP. The Checklist will identify the mitigation measure outlined in the EIR, the Mitigation Measure/ Condition of Approval, the Monitoring Milestone (what agency/department is responsible for verifying implementation of the measure), Method of Verification (documentation, field checks, etc.), and a verification section for the initials of the verifying individual, date of verification, and pertinent remarks. A draft MMRP will be prepared for review by City staff.

CEQA Findings of Fact/Statement of Overriding Considerations (Findings) will be prepared that identify each potentially significant and significant impact, describe mitigation for the impact, and the resultant level of significance after mitigation. The Findings will identify each alternative and, if the alternative was not selected as the proposed project, identify why the alternative was not feasible and considerations for not selecting the alternative. For each significant and unavoidable impact, the Findings will identify economic, legal, social, technical, or other defensible reasons why the project should be approved in light of the significant effects of the project.

#### **8.5 Deliverables:**

- » One (1) electronic copy of the Administrative Draft, Second Administrative Draft and Final Responses to Comments
- » One (1) electronic copy of the Administrative Draft, Second Administrative Draft and Final Mitigation

Monitoring and Reporting Program

- » One (1) electronic copy and three (3) hardcopies of the Final EIR (Final Responses to Comments, and Errata, if necessary)
- » One (1) electronic copy and three (3) hardcopies of the Final EIR Mitigation Monitoring Program
- » Filing of the NOD at the County Clerk and State Clearinghouse

**TASK 8.6 NOTICE OF DETERMINATION**

De Novo will prepare and file a Notice of Determination (NOD) with the County Clerk and State Clearinghouse within five days of EIR certification. Our budget includes the filing fees for the County Clerk; however, any applicable California Department of Fish and Wildlife (CDFW) fees are excluded.

**8.6 Deliverables:**

- » One (1) electronic copy of the Notice of Determination
- » Filing of the NOD at the County Clerk and State Clearinghouse

**PHASE 2 - ZONING CODE SUBSEQUENT ENVIRONMENTAL REVIEW**

**TASK 8.7 PREPARATION OF THE ENVIRONMENTAL COMPLIANCE DOCUMENT**

Phase 2 of the Zoning Code updates are anticipated for some areas of the Zoning Code that are not required to be completed by October 2024, but are desired by the City to improve the Code's overall functionality and successful implementation. It is anticipated that these updates will primarily focus on improvements to the Zoning Code and implementation of the General Plan Update and Phase 1 of the Zoning Code Update, and will not involve changes that could result in increased development capacities or parcel-based zone changes. Therefore, the environmental review is anticipated to tier from the Program EIR prepared in Phase 1. Upon confirmation of the proposed Zoning Code updates, De Novo will meet with City staff to discuss the appropriate CEQA clearance document necessary to determine whether the proposed updates have the potential to cause a direct or reasonably foreseeable indirectly physical change in the environment. For purposes of this scope of work and budget, we assume a Subsequent or Supplemental EIR would not be required, and the appropriate environmental clearance document could be an Addendum to the General Plan and Zoning Code Update EIR or a Negative Declaration; however, it is noted that depending upon the updates, a CEQA exemption may also apply, which would be accommodated within the work program. Preparation of technical studies/analysis are not anticipated.

De Novo will prepare the Administrative Draft environmental document to address the proposed revisions to the Zoning Code for City review. De Novo will respond to one complete set of comments from City staff on the Administrative Draft. The Screencheck Draft will be provided to City staff with all revisions made in track changes to assist in review of the document.

De Novo will respond to a second review of the Draft environmental document. Upon approval, De Novo will either prepare the Final Addendum or prepare the Draft IS/ND for the required public review period, as appropriate. It is noted that an Addendum to an EIR does not require a statutory public review period. De Novo will prepare the appropriate CEQA noticing, including filing at the County Clerk and submittal to the State Clearinghouse through the CEQASubmit portal, and distribution. Our budget includes the County Clerk filing fee.

For an IS/ND, De Novo will respond to comments at the conclusion of the public review period. Upon completion, the Administrative Final IS/ND will be forwarded to the City for review, which will be separately bound, and include the comment letters, responses, and revisions to the Draft (text to be revised will be shown as an excerpt demarcated with underline for new text and strikethrough for deleted text). Should the level of comments and responses exceed our budgeted estimate, De Novo will submit additional funding requests to the City. The scope of work does not assume technical studies or extensive additional analysis will be required to provide responses to comments. We assume one round of City review of the Administrative Final and one round of City review of the Screencheck Final prior to public release. Upon adoption De Novo will prepare and file a Notice of Determination (NOD) with the County Clerk and State Clearinghouse within five days of adoption. Our budget includes the filing fees for the County Clerk; however, any applicable California Department of Fish and Wildlife (CDFW) fees are excluded.

**8.7 Deliverables:**

- » One (1) electronic copy of the Administrative Draft Environmental Document
- » One (1) electronic copy of the Revised (Second) Administrative Draft with incorporation of City comments in track changes
- » One (1) electronic copy of the Public Review Draft prepared in Microsoft Word and Exhibits (jpeg or pdf file format, as requested by City Staff)
- » Three (3) bound hardcopies of the Public Review Draft (with Draft document and Technical Appendices on USB provided with each hardcopy)
- » One (1) electronic copy of the Notice of Intent (NOI)
- » Up to fifty (50) copies of the NOI to the City's distribution list
- » Electronic submittal of the Public Review Draft, NOC, and NOI to the State Clearinghouse CEQASubmit portal
- » Filing of NOI at the County Clerk
- » One (1) electronic copy of the Administrative Draft, Second Administrative Draft and Final Responses to Comments
- » One (1) electronic copy and three (3) hardcopies of the Final (Final Responses to Comments, and Errata, if necessary)
- » One (1) electronic copy of the Notice of Determination
- » Filing of the NOD at the County Clerk and State Clearinghouse

## **TASK 9 PROJECT MANAGEMENT**

De Novo will serve as the Prime Consultant and manage all regular communications with the City of Lomita Community and Economic Development Department, presentations to the Planning Commission and City Council, and overall project management and adherence to the project schedule.

### **TASK 9.1 MEETINGS WITH CITY STAFF**

De Novo will facilitate monthly virtual meetings with City staff (via Zoom, Microsoft Teams, Google Meet, or other app) to ensure that the project is on time, on budget, and that any issues are quickly resolved. These meetings are in addition to the TAC meetings, community workshops, and other outreach programs identified in Task 1.

#### **9.1 Deliverables:**

- » Monthly virtual meetings with City staff

### **TASK 9.2 PROJECT ADMINISTRATION**

As described previously in this proposal, our strategy includes two dedicated project managers who will be hands-on throughout the project. Our internal administration procedures include: regular check-ins with subconsultant teams; internal weekly conference calls with the management team from De Novo and each subconsultant (as relevant to the timing of the task of each subconsultant); weekly updates to the task list, including internal deliverables necessary to meet our deliverables to the City; and establishment of a secure online file sharing site to ensure that all background documents, technical reports, updated schedules, and approach memos are readily available to each team member.

#### **9.2 Deliverables:**

- » Ongoing project administration led by the Project Manager and Co-Project Manager

## **Optional Task Objective Design and Development Standards Handout**

### **OPTIONAL TASK OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS HANDOUT**

JZMK will produce up to four (4) Objective Design and Development Standards Handouts that highlight the primary objective standards for single-family, multi-family, commercial, and mixed-use development typologies.

#### **Optional Task Deliverables:**

- » Draft and Final Objective Design and Development Standards Handout (one electronic copy in both Word and PDF format)

## 4. CITY SUPPORT REQUIRED

As a partner on this project, the De Novo Team sees the following items as being under the purview of staff responsibilities. Those items include:

- » Providing all necessary background data including background documents (adopted documents, reports, and studies), GIS information, and any other necessary city-owned data
- » Securing meeting locations and/or needed facilities for all in-person public outreach events
- » Facilitation of the process to identify and appoint General Plan Advisory Committee members
- » Identifying key stakeholders and key partnerships for inclusion in the General Plan update process
- » Local distribution of required notices and documents
- » Timely review of draft work products and consolidated comments
- » Payment of noticing and filing fees (i.e., Clerk fees, CDFW fees, etc.)





## 6. CONSULTANT STAFF AVAILABILITY

NAME, TITLE / FIRM	PERCENTAGE OF TIME AVAILABLE
Amanda Tropiano, Principal / De Novo	10%
Ben Ritchie, Principal / De Novo	10%
Perry Banner, Principal Planner / De Novo	20%
Starla Barker, Principal Planner / De Novo	15%
Ashley Brodtkin, Senior Planner / De Novo	25%
Erik Anderson, Associate Planner / De Novo	30%
Jason Moody, Managing Principal / EPS	10%
Julie Cooper, Executive Vice President / EPS	15%
Benjamin C. Sigman, Principal / EPS	15%
Tim Erney, Senior Principal Planner / Kittelson	10%
Fernando Sotelo, Associate Engineer / Kittelson	20%
Michael Sahimi, Senior Planner / Kittelson	20%
Mike Dickerson, Principal / MD Acoustics	15%
Claire Pincock, Acoustical Consultant / MD Acoustics	25%
John Gust, Principal Investigator-Archaeo / Cogstone	15%
Molly Valasik, Principal Archaeologist / Cogstone	15%
Kelly Vreeland, Principal Investigator-Paleo / Cogstone	15%
Eric Scott, Principal Paleontologist / Cogstone	15%
Shannon Lopez, Architectural Historian / Cogstone	20%
Ian Adam, Vice President / Fuscoe	15%
Susan Williams, Associate Project Manager / Fuscoe	20%
Andrew Watkins, Principal / JZMK	15%
Tim Haagen, Senior Planner / JZMK	20%
Jana Sobhi, Planner / JZMK	25%
Stephanie Tomaino, Principal / City Advisors	60%

## 7. SUBCONSULTANT INFORMATION

De Novo will manage a sophisticated team of subconsultants with a long history of working together on collaborative projects, including for the cities of Lake Forest, San Jacinto, San Marcos, Indian Wells, Lawndale, and others.



City Advisors is a contract planning firm that exclusively serves public agencies providing current and long-range planning services. The company believes that all cities deserve quality technical support, regardless of the agency's means. Founded by a public sector planner with years of experience managing consultants at various firms, City Advisors was established to provide agencies with an alternative means to build resource capacity and help improve service levels. City Advisors currently provides on-call contract planning support for cities throughout Southern California.

**Years in Business:** 2

**Date of Incorporation:** 2023

**Type:** Sole Proprietor

**Website:** <https://www.city-advisors.com/>



Fusco Engineering, Inc. is an award winning, employee-owned civil engineering firm delivering creative, practical and successful designs for clientele throughout California and internationally since 1992. We provide a full spectrum of civil engineering services including survey and mapping, stormwater management, sustainable site design, and geospatial technology. It's anchored by "Our Story", making it authentic and genuine. It strengthens why our work matters. Full circle thinking® means creating and forging unusual but effective solutions for project challenges. It also means collaborating with every discipline or team member to ensure the best results from the body of work we do together.

**Years in Business:** 31

**Date of Incorporation:** 1992

**Type:** Limited Liability Company

**Website:** <https://www.fuscoe.com>



JZMK Partners is a dynamic and award-winning international architectural and urban planning firm that has built a reputation based on the premise that design solutions should be creative, inspirational, and provide long term value. The firm has distinguished itself as an innovative problem solver in the design of single and multi-family housing, including affordable and senior communities, as well as in luxury and resort projects.

The JZMK Team is passionate about design excellence and innovation. This enthusiasm for our work creates positive creative energy within the office and filters through to create a collaborative spirit among our team members. Our group of highly skilled and multi-disciplinary specialists embrace this collaborative spirit and work together to balance environmental ethos with development objectives when developing solutions for clients. With their fingers on the pulse of emerging industry trends, our highly skilled professionals are sought-out speakers across the country.

### EXPERTISE

Architects

Urban Designers

Landscape Architects

Construction Experts

Graphic Artists

Entitlement Experts

### MISSION

With a fusion of inspired people and dynamic processes, JZMK Partners addresses client and community needs with planning and design solutions that are contextual, innovative and sustainable for the long term.

**Years in Business:** 63

**Date of Incorporation:** 1960

**Type:** Corporation

**Website:** <https://jzmkpartners.com>



Kittelison & Associates, Inc. has provided comprehensive transportation engineering, planning, and research services to government and private organizations since 1985. With a staff of over 220 people working in 24 offices nationwide (including four offices in California, plus offices in Alaska, Arizona, Florida, Idaho, Maryland, Massachusetts, North Carolina, Pennsylvania, Ohio, Oregon, Virginia, and Washington, D.C.), we are able to address our clients' needs with local experience and national expertise. Our Southern California regional office was established in 2014 in the City of Orange and serves clients throughout Los Angeles and Orange Counties.

Kittelison is united by collective expertise, local and national experts who offer decades of progressive research, technological innovation, and a diverse portfolio of industry-leading work. We recognize that healthy, sustainable societies depend on efficient, active, and safe multi-modal transportation that is cost-effective to manage, operate, enhance, and use.

KAI's staff brings a demonstrated understanding of transportation and circulation requirements, travel demand modeling, and regional knowledge developed through more than 30 years of project experience in California including on recent general plans and specific plans in both Northern and Southern California. The firm provides support for all stages of planning and environmental analysis, from site analysis through approval and construction. KAI's staff is particularly knowledgeable about California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance, and the recent changes to the CEQA-required transportation analyses. Our staff approaches each project by building an understanding of client and project needs and jurisdiction requirements, tailoring work to assist clients in successfully fulfilling environmental requirements in an efficient and cost-effective manner.

Work will primarily be performed out of KAI's City of Orange office.

**Years in Business:** 37

**Date of Incorporation:** 1985

**Type:** Corporation

**Website:** <https://www.kittelison.com/>



Economic & Planning Systems, Inc. (EPS) is a land economics consulting firm experienced in the full spectrum of services related to real estate development, the financing of public infrastructure and government services, land use planning, and government organization. EPS was founded on the principle that real estate development and land use-related public policy should be built on realistic assessment of market forces and economic trends, feasible implementation measures, and recognition of public policy objectives, including provisions for required public facilities and services.

Since 1983 EPS has provided consulting services to hundreds of public- and private-sector clients in California and throughout the United States. Clients include cities, counties, special districts, multi-jurisdictional authorities, property owners, developers, financial institutions, and land use attorneys. The firm excels in preparing concise analyses that disclose risks and impacts, support decision making, and provide solutions to real estate development and land use-related problems.

EPS, in association with allied planning, civil engineering, transportation, and environmental firms, has been involved with the development of numerous General Plans. The firm's integrated approach to land use, transportation, market, fiscal, and financial issues results in plans that effectively and efficiently guide future development.

EPS evaluates market support for various land uses to determine key product characteristics, the prices/rents that can be obtained, and market absorption rates. This information is used for programming the mix of land uses in the plan and for providing the inputs required for financial feasibility analyses and development of a financing plan for the public facilities needed to serve the plan. EPS's fiscal impact models estimate the costs of government services required by new development and the offsetting revenues that the development will generate.

Work will primarily be performed out of EPS' Los Angeles office.

**Years in Business:** 40

**Date of Incorporation:** 1983

**Type:** Corporation

**Website:** <https://www.epsys.com/>



PALEONTOLOGY - ARCHAEOLOGY - HISTORY

Cogstone is a California corporation that specializes in archaeological, paleontological, and historical resources investigations. Established in 2001, the firm maintains its headquarters in Orange County and has successfully completed thousands of projects. For 19 years, Cogstone has provided quality environmental services to assist clients in meeting project compliance requirements for federal, state, and local regulations, including the CEQA, NEPA, Section 106 of the National Historic Preservation Act, NAGPRA, SB 18, and AB 52.

Key personnel meet qualifications required by the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation. They have expertise in preparing technical studies used for the preparation of Initial Studies (IS), Negative Declarations (ND), Mitigated Negative Declarations (MND) and/or Environmental Impact Reports (EIR) under CEQA and Categorical Exclusions (CE), Environmental Assessments (EA) and Environmental Impact Statements (EIS) in accordance with NEPA. Cogstone also has extensive experience preparing and implementing mitigation plans and writing mitigation compliance reports. Cogstone maintains strong relationships with local museums, universities, and state information centers and has managed all aspects of tribal consultation under federal and state laws.

Services include archaeological and paleontological resources monitoring, record searches, field assessments, GIS mapping, mitigation planning, and compliance reporting. Associated documents include Cultural Resources Monitoring Compliance Reports, Cultural Resources Assessment Reports, and Archaeological Survey Reports. Core staff contributes an array of specializations to the company's cumulative expertise: faunal analysis, human osteological analysis, lithic and other prehistoric artifact analyses, historical artifact analysis, forensics, archaeobotany, geotechnical analyses, among other specialized studies and subdisciplines.

**Years in Business:** 21

**Date of Incorporation:** 2001

**Type:** California Corporation

**Website:** <https://cogstone.com>



MD Acoustics, LLC provides acoustical consulting services for all facets of noise/vibration engineering, audio control and air quality and greenhouse gas evaluations. Located in Phoenix, AZ and Simi Valley, CA our clients range from the aerospace industry to municipalities to private land developers. MD has completed numerous acoustical engineering assessments and designs throughout the California and western U.S. MD was founded in 2012 by Mike Dickerson. MD incorporates engineering expertise and professionalism with innovative problem solving. The result is an acoustical engineering firm that provides accurate, timely and cost-effective solutions.

This innovative approach allows us to provide a wide array of services to our clients, which include: aerospace engineering firms, private developers, local and regional municipalities and other agencies. Each client receives what MD Acoustics is known for...on time, on target, on budget professional service.

#### **Our Mission**

MD Acoustics believes that most issues related to acoustical design engineering and air quality consulting can be discovered and mitigated through proper assessment and design techniques. MD has a threefold mission:

1. Convey to every client that they are important.
2. Create a better work environment through teamwork, honesty and thoroughness on assessments.
3. Be a proactive partner.

#### **Quality Work Attracts Quality Clients**

Perhaps the best measure of a firm's capabilities is the quality of the clientele it attracts. MD Acoustics' client list ranges from private developers to regional/local municipalities to oil/gas to aerospace engineering firms.

Work will primarily be performed out of MD Acoustics' Simi Valley office.

**Years in Business:** 10

**Date of Incorporation:** 2012

**Type:** Limited Liability Company

**Website:** <https://www.mdacoustics.com>

# 8. COST PROPOSAL

De Novo Planning Group

## Cost Proposal - Lomita General Plan Update, Zoning Code Update, and EIR Project

TASK/ACTIVITY	Principal		Principal Planner/ Project Manager		Senior Planner		Associate Planner		Assistant Planner/ GIS		De Novo Subtotals		Zoning	Traffic	Econ/Fiscal	Design	Noise	Cultural	Infrastructure	Direct Costs	ACTIVITY
	Hours	\$185	Hours	\$160	Hours	\$125	Hours	\$115	Hours	\$100	TOTALS		City Advisors	Kittelson	EPS	JZMK	MD Acoustics	Cogstone	Fuscoe	Printing/ Mailing/ Translation	TOTALS
											Hours	Fee									Fee
<b>TASK 1: PUBLIC PARTICIPATION PROGRAM</b>																					
Task 1.1: Public Participation Program	4	\$740	8	\$1,280	0	\$0	24	\$2,760	0	\$0	36	\$4,780				\$2,500					\$7,280
Task 1.2: Project Identity/Branding	2	\$370	4	\$640	0	\$0	12	\$1,380	0	\$0	18	\$2,390				\$5,000					\$7,390
Task 1.3: General Plan Advisory Committee	32	\$5,920	84	\$13,440	32	\$4,000	32	\$3,680	0	\$0	180	\$27,040				\$5,000				\$800	\$32,840
Task 1.4: Technical Advisory Committee	10	\$1,850	25	\$4,000	0	\$0	10	\$1,150	10	\$1,000	55	\$8,000								\$500	\$8,500
Task 1.5: Community Visioning Workshops and Open House	24	\$4,440	40	\$6,400	0	\$0	40	\$4,600	20	\$2,000	124	\$17,440				\$10,000				\$3,500	\$30,940
Task 1.6: Vision Plan Document	4	\$740	16	\$2,560	0	\$0	24	\$2,760	0	\$0	44	\$6,060								\$1,000	\$7,060
Task 1.7: Focus Group Meetings	4	\$740	12	\$1,920	10	\$1,250	0	\$0	10	\$1,000	36	\$4,910									\$4,910
Task 1.8: Project Website	10	\$1,850	12	\$1,920	0	\$0	40	\$4,600	80	\$8,000	142	\$16,370									\$16,370
Task 1.9: Online Survey Tool	2	\$370	8	\$1,280	40	\$5,000	24	\$2,760	0	\$0	74	\$9,410								\$250	\$9,660
Task 1.10: Social Media Engagement	2	\$370	16	\$2,560	40	\$5,000	24	\$2,760	0	\$0	82	\$10,690								\$100	\$10,790
Task 1.11: Every Door Direct Mailer	2	\$370	4	\$640	0	\$0	16	\$1,840	4	\$400	26	\$3,250								\$5,000	\$8,250
Task 1.12: General Plan Video	4	\$740	12	\$1,920	40	\$5,000	0	\$0	0	\$0	56	\$7,660								\$250	\$7,910
Task 1.13: Study Sessions and Public Hearings	32	\$5,920	48	\$7,680	24	\$3,000	42	\$4,830	16	\$1,600	162	\$23,030			\$10,050					\$1,200	\$34,280
<b>TASK 1 SUBTOTAL</b>	<b>132</b>	<b>\$24,420</b>	<b>289</b>	<b>\$46,240</b>	<b>186</b>	<b>\$23,250</b>	<b>288</b>	<b>\$33,120</b>	<b>140</b>	<b>\$14,000</b>	<b>1035</b>	<b>\$141,030</b>	<b>\$0</b>	<b>\$0</b>	<b>\$10,050</b>	<b>\$22,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$12,600</b>	<b>\$186,180</b>
<b>TASK 2: ASSESSMENT</b>																					
Task 2.1: Kick-off Meeting and Tour	4	\$740	8	\$1,280	0	\$0	8	\$920	4	\$400	24	\$3,340				\$2,500					\$5,840
Task 2.2: General Plan Evaluation	4	\$740	6	\$960	24	\$3,000	12	\$1,380	0	\$0	46	\$6,080									\$6,080
Task 2.3: Document Review	0	\$0	12	\$1,920	0	\$0	24	\$2,760	12	\$1,200	48	\$5,880									\$5,880
Task 2.4: Base Mapping	4	\$740	12	\$1,920	0	\$0	0	\$0	60	\$6,000	76	\$8,660			\$23,950						\$32,610
Task 2.5: SocioEconomic, Demographic, and Market Study	8	\$1,480	12	\$1,920	0	\$0	0	\$0	0	\$0	20	\$3,400									\$3,400
Task 2.6: Technical Studies	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0									\$0
2.6.1: Cultural and Paleontological Resources Assessment Repo	0	\$0	8	\$1,280	0	\$0	0	\$0	0	\$0	8	\$1,280						\$33,570			\$34,850
2.6.2: Infrastructure Background Report	0	\$0	8	\$1,280	0	\$0	0	\$0	0	\$0	8	\$1,280							\$20,100		\$21,380
2.6.3: Noise and Vibration Impact Study	2	\$370	10	\$1,600	0	\$0	0	\$0	0	\$0	12	\$1,970					\$8,557				\$10,527
2.6.4: Transportation Impact Analysis	2	\$370	12	\$1,920	0	\$0	0	\$0	0	\$0	14	\$2,290		\$49,000							\$51,290
2.6.5: Air Quality/GHG Study	4	\$740	24	\$3,840	80	\$10,000	12	\$1,380	0	\$0	120	\$15,960									\$15,960
Task 2.7: Existing Conditions Report	16	\$2,960	24	\$3,840	40	\$5,000	60	\$6,900	120	\$12,000	260	\$30,700		\$18,400		\$30,000					\$79,100
<b>TASK 2 SUBTOTAL</b>	<b>44</b>	<b>\$8,140</b>	<b>136</b>	<b>\$21,760</b>	<b>144</b>	<b>\$18,000</b>	<b>116</b>	<b>\$13,340</b>	<b>196</b>	<b>\$19,600</b>	<b>636</b>	<b>\$80,840</b>	<b>\$0</b>	<b>\$67,400</b>	<b>\$23,950</b>	<b>\$32,500</b>	<b>\$8,557</b>	<b>\$33,570</b>	<b>\$20,100</b>	<b>\$0</b>	<b>\$266,917</b>
<b>TASK 3: EVALUATING ALTERNATIVES</b>																					
Task 3.1: Preparation of Alternatives	8	\$1,480	12	\$1,920	12	\$1,500	12	\$1,380	0	\$0	44	\$6,280				\$10,000				\$500	\$16,780
Task 3.2: Evaluation of Growth Alternatives and Land Use Alterna	8	\$1,480	24	\$3,840	24	\$3,000	40	\$4,600	10	\$1,000	106	\$13,920		\$6,720	\$17,650	\$22,500			\$4,500		\$65,290
Task 3.3: Fiscal Impact Analysis	0	\$0	12	\$1,920	0	\$0	0	\$0	0	\$0	12	\$1,920				\$2,500					\$4,420
Task 3.4: Preferred Land Use Plan Development	6	\$1,110	16	\$2,560	12	\$1,500	8	\$920	0	\$0	42	\$6,090				\$10,000					\$16,090
<b>TASK 3 SUBTOTAL</b>	<b>22</b>	<b>\$4,070</b>	<b>64</b>	<b>\$10,240</b>	<b>48</b>	<b>\$6,000</b>	<b>60</b>	<b>\$6,900</b>	<b>10</b>	<b>\$1,000</b>	<b>204</b>	<b>\$28,210</b>	<b>\$0</b>	<b>\$6,720</b>	<b>\$17,650</b>	<b>\$45,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,500</b>	<b>\$500</b>	<b>\$102,580</b>
<b>TASK 4: ADMINSTRATIVE DRAFT GENERAL PLAN</b>																					
Task 4.1: General Plan Framework	4	\$740	4	\$640	12	\$1,500	24	\$2,760	0	\$0	44	\$5,640									\$5,640
Task 4.2: Administrative Draft General Plan	24	\$4,440	80	\$12,800	120	\$15,000	160	\$18,400	200	\$20,000	584	\$70,640		\$21,040		\$8,000					\$99,680
<b>TASK 4 SUBTOTAL</b>	<b>28</b>	<b>\$5,180</b>	<b>84</b>	<b>\$13,440</b>	<b>132</b>	<b>\$16,500</b>	<b>184</b>	<b>\$21,160</b>	<b>200</b>	<b>\$20,000</b>	<b>628</b>	<b>\$76,280</b>	<b>\$0</b>	<b>\$21,040</b>	<b>\$0</b>	<b>\$8,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$105,320</b>
<b>TASK 5: DRAFT GENERAL PLAN</b>																					
Task 5.1: Draft General Plan	16	\$2,960	40	\$6,400	40	\$5,000	80	\$9,200	24	\$2,400	200	\$25,960								\$1,000	\$26,960
<b>TASK 5 SUBTOTAL</b>	<b>16</b>	<b>\$2,960</b>	<b>40</b>	<b>\$6,400</b>	<b>40</b>	<b>\$5,000</b>	<b>80</b>	<b>\$9,200</b>	<b>24</b>	<b>\$2,400</b>	<b>200</b>	<b>\$25,960</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,000</b>	<b>\$26,960</b>
<b>TASK 6: FINAL GENERAL PLAN</b>																					
Task 6.1: Final General Plan	4	\$740	8	\$1,280	12	\$1,500	24	\$2,760	0	\$0	48	\$6,280				\$2,000				\$2,000	\$10,280
<b>TASK 6 SUBTOTAL</b>	<b>4</b>	<b>\$740</b>	<b>8</b>	<b>\$1,280</b>	<b>12</b>	<b>\$1,500</b>	<b>24</b>	<b>\$2,760</b>	<b>0</b>	<b>\$0</b>	<b>48</b>	<b>\$6,280</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,000</b>	<b>\$10,280</b>
<b>TASK 7: ZONING CODE AND MAP UPDATE</b>																					
Task 7.1: Internal Review and Staff Coordination	12	\$2,220	24	\$3,840	12	\$1,500	12	\$1,380	0	\$0	60	\$8,940	\$6,500			\$5,000					\$20,440
Task 7.2: Administrative Draft Zoning Code (Phase 1)	12	\$2,220	40	\$6,400	80	\$10,000	24	\$2,760	12	\$1,200	168	\$22,580	\$40,000		\$9,975	\$25,000					\$97,555
Task 7.3: Zoning Map Revisions	6	\$1,110	12	\$1,920	0	\$0	0	\$0	40	\$4,000	58	\$7,030	\$5,000			\$5,000					\$17,030
Task 7.4: Zoning Code Finalization (Phase 1)	8	\$1,480	16	\$2,560	24	\$3,000	12	\$1,380	12	\$1,200	72	\$9,620	\$13,500			\$10,000					\$33,120
Task 7.5: Administrative Draft Zoning Code (Phase 2)	18	\$3,330	32	\$5,120	40	\$5,000	40	\$4,600	24	\$2,400	154	\$20,450	\$60,000			\$25,000					\$105,450
Task 7.6: Zoning Code Finalization (Phase 2)	12	\$2,220	24	\$3,840	20	\$2,500	16	\$1,840	8	\$800	80	\$11,200	\$12,500			\$10,000					\$33,700
<b>TASK 7 SUBTOTAL</b>	<b>68</b>	<b>\$12,580</b>	<b>148</b>	<b>\$23,680</b>	<b>176</b>	<b>\$22,000</b>	<b>104</b>	<b>\$11,960</b>	<b>96</b>	<b>\$9,600</b>	<b>592</b>	<b>\$79,820</b>	<b>\$137,500</b>	<b>\$0</b>	<b>\$9,975</b>	<b>\$80,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$307,295</b>

TASK 8: ENVIRONMENTAL ANALYSIS																					
Task 8.1: EIR Notice of Preparation and Scoping	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0								\$0	
8.1.1: Notice of Preparation	2	\$370	12	\$2,220	0	\$0	0	\$0	8	\$1,480	22	\$4,070							\$500	\$4,570	
8.1.2: Scoping Meeting	0	\$0	12	\$2,220	12	\$2,220	8	\$1,480	2	\$370	34	\$6,290							\$250	\$6,540	
8.1.3: Native American Consultation	0	\$0	8	\$1,480	8	\$1,480	0	\$0	0	\$0	16	\$2,960							\$100	\$3,060	
Task 8.2: CEQA Technical Studies (refer to Task 2.6)	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0								\$0	
Task 8.3: Preparation of Administrative Draft EIR	40	\$7,400	200	\$32,000	200	\$25,000	220	\$25,300	220	\$22,000	880	\$111,700						\$15,500		\$127,200	
Task 8.4: Preparation of Draft EIR	20	\$3,700	100	\$16,000	110	\$13,750	140	\$16,100	140	\$14,000	510	\$63,550							\$1,500	\$65,050	
Task 8.5: Final Environmental Impact Report and MMRP	8	\$1,480	24	\$3,840	40	\$5,000	20	\$2,300	20	\$2,000	112	\$14,620							\$500	\$15,120	
Task 8.6: Notice of Determination	0	\$0	2	\$320	0	\$0	0	\$0	4	\$400	6	\$720							\$150	\$870	
Task 8.7: Preparation of Environmental Compliance Document	12	\$2,220	36	\$5,760	40	\$5,000	40	\$4,600	24	\$2,400	152	\$19,980							\$1,500	\$21,480	
<b>TASK 8 SUBTOTAL</b>	<b>82</b>	<b>\$15,170</b>	<b>394</b>	<b>\$63,840</b>	<b>410</b>	<b>\$52,450</b>	<b>428</b>	<b>\$49,780</b>	<b>418</b>	<b>\$42,650</b>	<b>1732</b>	<b>\$223,890</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$15,500</b>	<b>\$4,500</b>	<b>\$243,890</b>
TASK 9: PROJECT MANAGEMENT																					
Task 9.1: Meetings with City Staff	72	\$13,320	80	\$12,800	40	\$5,000	0	\$0	0	\$0	192	\$31,120		\$5,120					\$6,500	\$42,740	
Task 9.2: Project Administration	72	\$13,320	100	\$16,000	24	\$3,000	0	\$0	0	\$0	196	\$32,320								\$32,320	
<b>PHASE 9 SUBTOTAL</b>	<b>144</b>	<b>\$26,640</b>	<b>180</b>	<b>\$28,800</b>	<b>64</b>	<b>\$8,000</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>388</b>	<b>\$63,440</b>	<b>\$0</b>	<b>\$5,120</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$6,500</b>	<b>\$0</b>	<b>\$75,060</b>
<b>Subtotals</b>	<b>540</b>	<b>\$ 99,900</b>	<b>1,343</b>	<b>\$ 215,680</b>	<b>1,212</b>	<b>\$ 152,700</b>	<b>1,284</b>	<b>\$ 148,220</b>	<b>1,084</b>	<b>\$ 109,250</b>	<b>5,463</b>	<b>\$ 725,750</b>	<b>\$ 137,500</b>	<b>\$ 100,280</b>	<b>\$ 61,625</b>	<b>\$ 190,000</b>	<b>\$ 8,557</b>	<b>\$ 33,570</b>	<b>\$ 46,600</b>	<b>\$ 20,600</b>	<b>\$ 1,324,482</b>
<b>FEE (NOT TO EXCEED, NO CONTINGENCY)</b>																				<b>\$1,324,482</b>	
<b>10% CONTINGENCY</b>																				<b>\$132,448</b>	
<b>TOTAL FEE (NOT TO EXCEED, WITH CONTINGENCY)</b>																				<b>\$1,456,930</b>	
OPTIONAL TASK: OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS HANDOUT																					
Task: Objective Design and Development Standards Handout	4	\$740	12	\$1,920	8	\$1,000	0	\$0	0	\$0	0	\$3,660				\$16,000				\$19,660	
<b>OPTIONAL TASK SUBTOTAL</b>	<b>4</b>	<b>\$740</b>	<b>12</b>	<b>\$1,920</b>	<b>8</b>	<b>\$1,000</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$3,660</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$16,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$19,660</b>
<b>FEE (NOT TO EXCEED, NO CONTINGENCY)</b>																				<b>\$19,660</b>	
<b>10% CONTINGENCY</b>																				<b>\$1,966</b>	
<b>TOTAL FEE (NOT TO EXCEED, WITH CONTINGENCY)</b>																				<b>\$21,626</b>	

De Novo hourly rates represent fully burdened rates. Subconsultants and Direct Costs are billed at no markup. De Novo Planning Group reserves the right to reallocate budget between various consulting team members and between tasks, provided the overall project budget does not change.

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**DE NOVO PLANNING GROUP**

**2023 RATE SHEET**

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Principal	\$185
Principal Planner	\$160
Senior Planner	\$125
Associate Planner	\$115
Assistant Planner	\$95
GIS Analyst	\$105



**2023 Rate Sheet**

Managing Principal	\$125
Principal	\$110
Associate	\$100



**COGSTONE 2023 FULL FEE SCHEDULE**

LABOR CLASSIFICATION	HOURLY RATE	OT*	DT*
Technician/Monitor I	\$80.00	\$120.00	\$160.00
Technician/Monitor II	\$90.00	\$135.00	\$180.00
Night Monitor	\$100.00	\$150.00	\$200.00
SOI Monitor**	\$100.00	\$150.00	\$200.00
SOI Night Monitor**	\$110.00	\$165.00	\$220.00
Architectural Historian	\$115.00	\$172.50	\$230.00
Supervisor/GIS Specialist	\$115.00	\$172.50	\$230.00
Field Director	\$115.00	\$172.50	\$230.00
Administrative Assistant	\$80.00	Exempt	Exempt
Senior Administrator	\$140.00	Exempt	Exempt
Technical Editor	\$115.00	Exempt	Exempt
Principal Investigator I/ Task Manager	\$120.00	Exempt	Exempt
Principal Investigator II/ Task Manager	\$140.00	Exempt	Exempt
Principal Investigator III/ Task Manager	\$155.00	Exempt	Exempt
Program Director	\$185.00	Exempt	Exempt

OTHER DIRECT COSTS	UNIT
Mileage	Current IRS Rate
Expendable Supplies	Actual Cost
Outside Services	Actual Cost

**DISCIPLINES AVAILABLE:**

- Archaeology
- Paleontology
- Architectural History
- GIS
- Geoarchaeology
- Faunal Identification and Analysis
- Human Skeletal Identification and Analysis
- Fossil Identification and Analysis
- Paleobotanical Identification and Analysis
- Ceramic Identification and Analysis
- Lithic Identification and Analysis

\* Hours 9-12 per day are Overtime (x1.5), Hours over 12 per day are Double Time (x2)

\*\* SOI monitor meets the guidelines set forth by the Secretary of the Interior's (SOI) *Standards and Guidelines for Archaeology and Historic Preservation* (36 CFR Part 61).

1518 West Taft Avenue  
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Federal Certifications WOSB, EDWOSB, SDB  
State Certifications DBE, WBE, UDBE





Partners  
Eric Zuziak  
Cachi Martinez

Principals  
Katja Martinez  
Bryan Stadler  
Andrew Watkins

### HOURLY RATES - 2023

Average hourly billable rates for:

Partner	\$300.00
Principal	\$250.00
Studio Manager/Director	\$230.00
Senior Designer/Senior Project Manager	\$215.00
Project Manager	\$200.00
Senior Planner	\$190.00
Planner 2	\$175.00
Senior Job Captain	\$170.00
Job Captain	\$165.00
Intermediate Designer	\$160.00
Technical Designer/ Planner 1	\$145.00
Project Accountant/Graphic Designer/Intern	\$120.00
Administrative	\$100.00

## 2023 Hourly Billing Rates

### Oakland and Los Angeles Offices

Managing Principal	\$325
Senior Principal	\$375
Principal	\$300
Executive/Senior Vice President	\$275
Vice President	\$255
Senior Technical Associate	\$275
Senior Associate	\$230
Associate	\$195
Research Analyst II	\$170
Research Analyst I	\$120
Production and Administrative Staff	\$120

Billing rates updated annually.





Irvine  
San Diego  
Ontario  
Los Angeles

## EXHIBIT B

### **2022 – 2023 RATE SCHEDULE**

<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>
Principal / Sr. Project Manager	\$250
Project Manager	\$220
Sr. Designer / Project Engineer / Sr. Water Resource Engineer	\$198
Designer / Engineer / Project Scientist / GIS Analyst	\$175
Associate Engineer / CADD / Engineering / Environmental Tech. / Graphics Tech.	\$145
Information Coordinator	\$100
1-Man Survey Crew	\$217
2-Man Survey Crew	\$315
3-Man Survey Crew	\$433

1. Reproduction and other reimbursable expenses (such as overnight deliveries, mileage, permits, and licenses, etc.) and Client approved subcontractor services will be billed in addition to the above rates, with a 10% handling surcharge.
2. This rate schedule is subject to change on an annual basis due to the granting of wage increases and/or other employer benefits to field or office employees during the lifetime of this agreement and Client approved change orders.
3. Overtime is available for critical deadlines at 1-1/2 times the normal rates for office employees. Surveyors' rates are also adjusted automatically for overtime or holiday/weekend work in agreement with the Operating Engineers Union.

**Client Initials** \_\_\_\_\_

Effective through June 30, 2023

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**Exhibit A**

**Billing Rates for MD Acoustics, LLC**

**Compensation for Services**

The Consultants Billing rates for services are as follows:

<b>Position</b>	<b>Hourly Rate</b>
Principal Consultant	\$ 220.00
Sr. Acoustical Consultant	\$ 178.50
Sr. Vibration Consultant	\$ 178.50
Air Quality Specialist Consultant	\$ 178.50
	\$ 155.00
Engineering Technician I	\$ 119.00
Engineering Aide	\$ 83.00
Administrative Assistant	\$ 78.00
Administrative Aide	\$ 66.00
Clerical Aide	\$ 60.00
Principal Controls & Vibration Engineer	\$ 244.00
Senior Scientist Noise & Vibration	\$ 226.00
Senior Design Engineer	\$ 161.00
Expert Witness	\$613.00
Mechanical Packaging Engineer	\$ 178.50
COMSOL Expert & Modeling	\$ 416.00
ANSYS Expert & Modeling	\$ 416.00
Automobile Mileage	\$ 1.13/mile

**General**

- (1) Per Diem charges are based on current government rates based on area.
- (2) Hourly rates apply to work time, travel time, and time spent at public hearings and meetings. For overtime work, the above rates may be increased by 50 percent.
- (3) Client payment for professional services is not contingent upon the client receiving payment from other parties.
- (4) Billing statements for work will be submitted bi-monthly. Statements are payable Net 15 upon receipt by the client of the statement. Any statement unpaid after ninety (90) days shall be subject to interest at the maximum permitted by law.
- (5) These rates are valid for 1 year and will increase yearly with the inflation rate per year.

Rev. January 1, 2023



**KITTELSON & ASSOCIATES, INC.  
BILLING RATE SCHEDULE**

**Effective January 1, 2023**

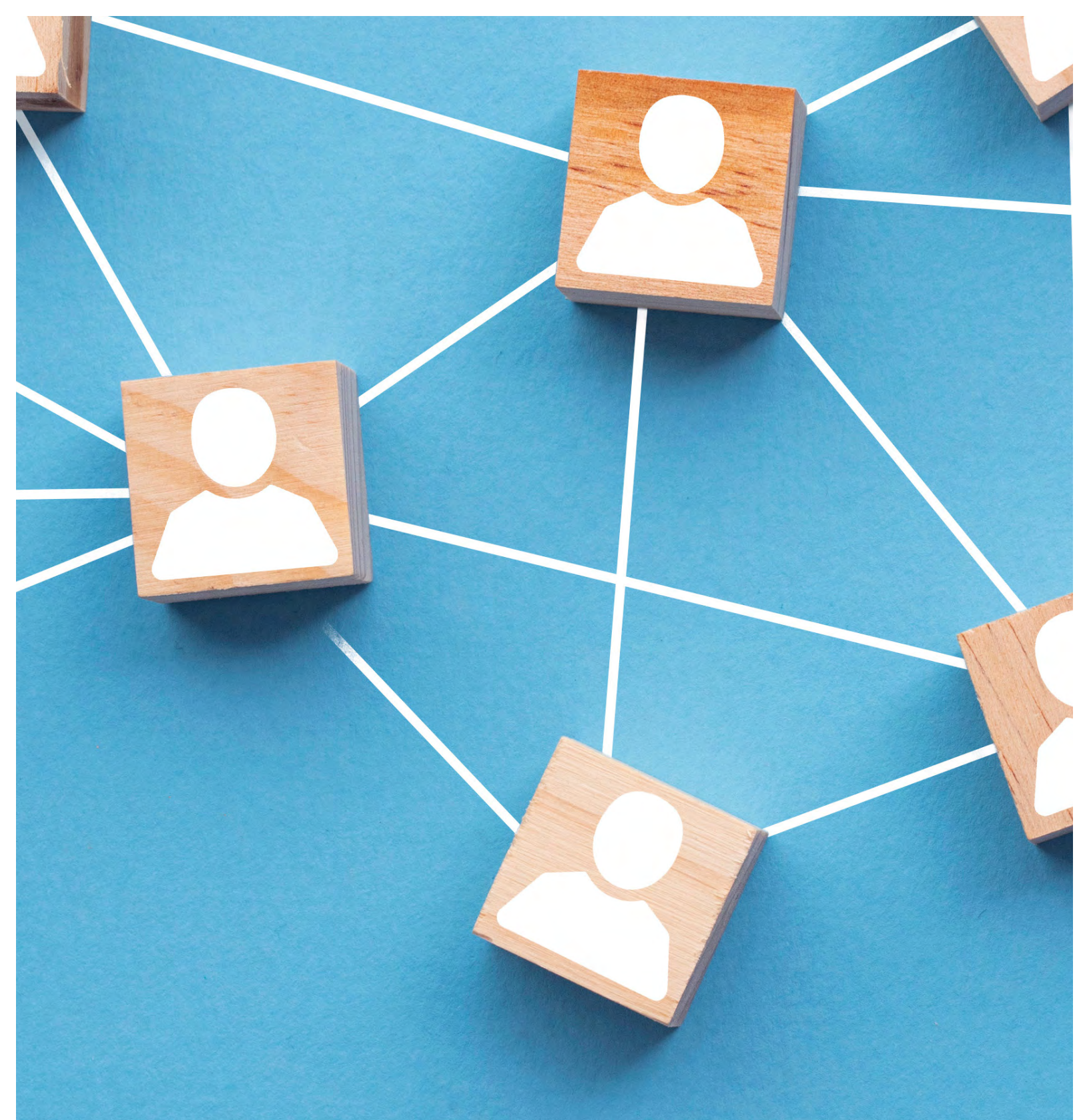
The current billing rates for Kittelison & Associates, Inc., staff are as follows and are subject to change:

Staff	Billing Rate
Senior Principal Engineer/Planner	\$320
Principal Engineer/Planner	\$280
Associate Engineer/Planner	\$240
Senior Engineer/Planner	\$210
Engineer/Planner	\$180
Transportation Analyst	\$160
Principal Data Scientist/Developer	\$265
Senior Data Scientist/Developer	\$230
Data Scientist/Developer	\$200
Data Analyst/Software Developer	\$160
Software Technician	\$115
Associate Technician	\$190
Senior Technician	\$175
Technician II	\$150
Technician I	\$125
Office Support	\$105
Service & Other Direct Costs	Billing Rate
Mileage	Current IRS mileage rate
Travel & Other Direct Costs	Actual Costs
Subconsultants	Actual Costs

## 9. CONTRACT LANGUAGE CHANGE REQUEST

### 13. INDEMNIFICATION.

- A. CONSULTANT shall indemnify, ~~defend with counsel approved by CITY,~~ and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including ~~without limitation~~ reasonable attorneys' fees, expert fees, and all other costs and fees of litigation) ~~of every nature~~ arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, ~~regardless of CITY'S passive negligence, but excepting~~ except for such loss or damage which is caused by the ~~sole active~~ negligence or willful misconduct of CITY. Notwithstanding the foregoing, for any claim alleging negligence or willful misconduct by CONSULTANT, the CONSULTANT has no immediate obligation to provide the defense of the CITY. The CONSULTANT will reimburse indemnified parties their reasonable defense costs ultimately determined to have been caused by the negligence of the CONSULTANT and proportionate to the degree of fault of the CONSULTANT. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse CITY its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. CONSULTANT shall promptly pay any final judgment rendered against CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation, proportionate to the degree of fault of the CONSULTANT. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.
- B. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 17, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.



# APPENDIX A: RESUMES

# Amanda Tropiano

## PRINCIPAL



Amanda Tropiano is a principal with De Novo Planning Group and is responsible for leading the firm's Southern California practice. With over 15 years of professional planning experience in the region, Amanda has successfully managed a wide variety of land use and environmental planning projects for public and private sector clients, including numerous General Plans, specific plans, corridor plans, strategic plans, sustainability programs, visioning projects, transit-oriented development plans, zoning documents, outreach programs, and CEQA projects. Amanda is also an IAP2 trained public outreach practitioner and has completed project management training with PSMJ. Amanda consistently brings to the table her passion, creativity, and strategic thinking to make sure every project exceeds her client's expectations. Amanda also supports the land use due diligence efforts of clients throughout southern California and assists with navigating public agency planning procedures, reviewing existing regulatory direction, facilitating the entitlement process, and serving as a liaison between public agencies and private developers.

## EDUCATION

**MA, Urban and Regional Planning,**  
University of California, Irvine

**BA, Urban Studies and Planning,**  
University of California, San Diego

**BA, Political Science: Comparative  
Politics,**  
University of California, San Diego

**Study Abroad Program,**  
University of Sussex

## ORGANIZATIONS

Urban Land Institute

International Association for Public  
Participation (IAP2)

American Planning Association

Congress for New Urbanism

## RELEVANT PROJECT EXPERIENCE

**General Plan Update, Housing  
Element, and EIR,**  
City of Lake Forest

**General Plan Update and EIR,**  
City of La Verne

**General Plan Update, Housing  
Element, EIR, and CAP,**  
City of San Jacinto

**General Plan Update, Housing  
Element, Zoning Update, and EIR,**  
City of San Marcos

**Focus General Plan Update and EIR,**  
City of Glendale

**General Plan Update, Hawthorne Blvd  
Specific Plan Update, and EIR,**  
City of Lawndale

**General Plan Update and EIR,**  
City of Campbell

**General Plan Update and EIR,**  
City of Milpitas

**Housing Element Update**  
City of Temecula

**General Plan Update and EIR,**  
City of Westminster\*

**General Plan Update and EIR,**  
City of Menifee\*

**General Plan Update, Housing  
Element and EIR,**  
City of Yucaipa\*

**Housing Element Update,**  
City of Santa Ana\*

**Irvine Neighborhood Plan,**  
City of Irvine

**Springs Specific Plan and EIR,**  
Sonoma County

**SAVI Ranch Land Use and Mobility  
Vision Plan,**  
City of Yorba Linda\*

**Vision Plan,**  
City of Carson\*

**Crafton Hills College  
Village Overlay Zone,**  
City of Yucaipa\*

**Downtown Bellflower Transit-  
Oriented Development Specific Plan**  
City of Bellflower\*

**Envision Alhambra 2035 Public  
Outreach Campaign and Phase I  
General Plan Update,**  
City of Alhambra\*

**Torrance Strategic Plan Update:  
Community Profile and  
Environmental Scan,**  
City of Torrance\*

**Downtown Transit Study,**  
City of Fontana\*

\* Project was completed by Ms. Tropiano while he was employed at another planning firm

**De Novo Planning Group**

A Land Use Planning, Design, and Environmental Firm



# Ben Ritchie

## PRINCIPAL



Mr. Ritchie is a founding principal at De Novo Planning Group with over 17 years of experience. Mr. Ritchie's expertise includes managing long range planning documents, completing complex and controversial CEQA documents, and facilitating community outreach and public communications efforts for the firm. His experience includes a variety of land use, transportation, and sustainability projects throughout California. Mr. Ritchie has extensive knowledge of the California Environmental Quality Act (CEQA) and has assisted jurisdictions in drafting and updating their local CEQA implementation guidelines. He served as the Environmental Coordinator for the City of Rancho Cordova, where he oversaw the environmental planning division and the preparation of all CEQA documents prepared by staff and outside consultants. This experience has given him the knowledge of how local agencies use and implement planning documents, and specifically general plans, on a day to day basis.

### EDUCATION

**MA, City and Regional Planning,**  
Cal Poly San Luis Obispo

**BA, Political Science and History,**  
Cal Poly San Luis Obispo

### ORGANIZATIONS

American Planning Association

Association of Environmental  
Professionals

### RELEVANT PROJECT EXPERIENCE

**General Plan Update and EIR,**  
City of Lake Forest

**General Plan Update and EIR,**  
City of La Verne

**General Plan Update, Zoning Code  
Update, Climate Action Plan, and EIR,**  
City of San Jacinto

**General Plan Update, Housing  
Element, and EIR,**  
City of Brentwood

**PA-1 Specific Plan and EIR,**  
City of Brentwood

**General Plan and Zoning Code  
Update, Housing Element, and EIR,**  
City of Sebastopol

**General Plan Update, Housing  
Element and EIR,**  
City of Cotati

**General Plan Update, Housing  
Element, Zoning Code Update and  
EIR,**  
Colusa County

**General Plan Update EIR and Climate  
Action Plan,**  
City of Foster City

**Sustainability Element and Climate  
Action Plan EIR,**  
City of Elk Grove

**General Plan Update and EIR, General  
Plan Annual Report, General Plan  
Implementation Plan, Housing  
Element Updates, and EIR Addendum**  
City of Lakeport

**General Plan Update, Climate Action  
Plan, and EIR,**  
City of Campbell

**General Plan Update and EIR,**  
City of Milpitas

**General Plan Update and EIR,**  
City of Lakeport

**General Plan Update and EIR,**  
City of Manteca

**Seraphina MND,**  
City of Temecula

**LDS Church Initial Study/MND,**  
City of San Juan Capistrano

**The Cannery EIR,**  
City of Davis

**West Area Specific Plan EIR,**  
City of Salinas

**Joerger Ranch Specific Plan EIR,**  
Town of Truckee

**Sterling 5th Street Apartments EIR,**  
City of Davis

**Home2Suites MND,**  
City of Tracy

**De Novo Planning Group**

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# Perry A. Banner

## PRINCIPAL PLANNER



Perry Banner brings a combined 18 years of experience in local government and private practice planning to the firm with work in both the United States and Canada. Perry possesses a diverse range of skills, including project management, land use analysis and policy development. His capabilities also include economic development and real estate development.

Perry has successfully managed a wide variety of urban planning projects, including General Plans, community plans, specific plans, transit-oriented development plans, zoning documents and public outreach programs. His passion lies in helping communities, neighborhoods and their residents visualize the future and giving them the tools to make well-informed decisions. He believes in questioning conventional wisdom and always looking at problems from multiple angles and viewpoints to find effective and innovative solutions to develop plans that create results. Perry also supports private sector clients in navigating public agency approval processes.

### EDUCATION

**BA, Economics,**  
University of Western Ontario, London,  
Canada

**Diploma, Urban and Regional  
Planning Technology,**  
Fanshawe College, London, Canada

**Ross Minority Program in Real  
Estate,**  
University of Southern California, Los  
Angeles

### ORGANIZATIONS

American Planning Association  
Congress for New Urbanism

### RELEVANT PROJECT EXPERIENCE

**General Plan Update and EIR,**  
City of San Marcos

**General Plan Update and EIR,**  
City of Lawndale

**General Plan Update and EIR,**  
City of San Jacinto

**General Plan Update and EIR,**  
City of Rolling Hills Estates\*

**General Plan Update and EIR,**  
City of Laguna Woods\*

**Community Plans Continuum Project,**  
County of San Bernardino\*

**Housing Element Update (6<sup>th</sup> Cycle),**  
City of Stanton

**Housing Element Update (6<sup>th</sup> Cycle),**  
City of Hawthorne

**Housing Element Update (6<sup>th</sup> Cycle),**  
City of Rancho Santa Margarita

**Housing Element Update (6<sup>th</sup> Cycle),**  
City of Lake Forest

**Housing Element Update (6<sup>th</sup> Cycle),**  
City of Westminster

**Housing Element Update (4<sup>th</sup> Cycle),**  
City of Lawndale\*

**Local Hazard Mitigation Plan and  
Safety Element Update,**  
City of Lawndale\*

**Southern California Logistics Airport  
(SCLA) Specific Plan and EIR,**  
Stirling Development/City of Victorville\*

**Meredith International Centre Specific  
Plan Amendment,**  
Craig Development Corp/City of Ontario\*

**Pueblo Viejo Implementation Strategy  
Plan and Design Guidelines,**  
City of Coachella\*

**One Metro West Specific Plan and  
EIR (Peer Review),**  
City of Costa Mesa\*

**Small Lot Subdivision Ordinance,**  
City of Orange

**TOD Overlay – Marine Avenue Green  
Line Station,**  
Cities of Lawndale, Hawthorne and  
Redondo Beach\*

**Commercial Cannabis Program,**  
City of Pasadena\*

**Short-term Rental Program,**  
City of Pasadena\*

**Pilot Travel Center (Palmdale),**  
Pilot Company

**141<sup>st</sup> and Normandie Townhomes  
Project IS/MND,**  
The Olson Company

\* Project was completed by Mr. Banner while he was employed at another agency or planning firm

**De Novo Planning Group**

A Land Use Planning, Design, and Environmental Firm

# Starla Barker, AICP

## PRINCIPAL PLANNER



Starla Barker, AICP, is a principal planner with De Novo Planning Group whose primary responsibilities are the management and preparation of environmental documents (Initial Studies, Negative Declaration, Environmental Impact Reports, and Environmental Assessments), as well as other planning documents including General Plans and Specific Plans. With over 17 years of professional planning experience Starla has successfully managed a wide range of projects with particular emphasis in General Plans, urban infill, downtown, and redevelopment projects. Utilizing her experience in community planning, Starla is regularly involved in land use and policy planning, including the development and implementation of community outreach programs, and frequently manages and prepares environmental clearance documents for citywide policy planning and redevelopment projects. Through her extensive experience in both policy and environmental planning, Starla is keenly aware of the interaction between the two and consistently takes a proactive and comprehensive approach to understanding planning and environmental issues and developing solutions.

### EDUCATION

**Masters, Urban and Regional Planning**, California State Polytechnic University, Pomona

**BA, Business Economics**, University of California, Riverside

### ORGANIZATIONS

American Planning Association

### LICENSES/CERTIFICATIONS

American institute of Certified Planners, 2009, No. 024079

### RELEVANT PROJECT EXPERIENCE

**Media Studios Project EIR**,  
City of Burbank\*

**General Plan Update and EIR**,  
City of Rancho Santa Margarita\*

**Avanti South Specific Plan EIR**  
City of Lancaster\*

**Palmdale Transit Oriented  
Development EIR**,  
City of Palmdale\*

**South Garfield Specific Plan MND**  
City of Monterey Park\*

**Bolsa Row Specific Plan EIR**,  
City of Westminster\*

**Mission Viejo Medical Center EIR**,  
City of Mission Viejo\*

**Union Street Condominiums Project**  
City of Pasadena\*

**550 North Third Street (AC Hotel)  
MND**,  
City of Burbank\*

**550 North Third Street Mixed-Use  
Project MND**,  
City of Burbank\*

**Downtown Lancaster Revitalization  
Specific Plan EIR**,  
City of Lancaster\*

**Palmdale Transit Village Specific Plan  
EIR**,  
City of Palmdale\*

**Duarte Station Specific Plan EIR**,  
City of Duarte\*

**General Plan Update, Climate Action  
Plan and EIR**,  
City of Fullerton\*

**General Plan Update and EIR**,  
City of Buena Park\*

**General Plan Update and EIR**,  
City of Lancaster\*

**General Plan Update, Climate Action  
Plan, and Cable Airport Land Use  
Compatibility Plan EIR**,  
City of Upland\*

**McFarland General Plan Amendment  
EIR**  
City of McFarland\*

**Las Ventanas Housing EA**,  
City of Long Beach\*

**Safran Senior Housing EA**,  
City of Long Beach\*

**Placentia General Plan Sustainability  
Element and Development Code  
Assistance**,  
City of Placentia\*

**Lido House Hotel EIR**,  
City of Newport Beach\*

**Hyundai Motor America – North  
American Campus EIR**,  
City of Fountain Valley\*

\* Project was completed by Ms. Barker while she was employed at another planning firm

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# Ashley Brodkin

## SENIOR PLANNER

Ashley Brodkin is a Senior Planner with De Novo Planning Group and is responsible for the preparation of environmental documents, as well as a wide variety of planning projects including General Plans, Specific Plans, ordinance updates, and local CEQA guidelines. Ashley has nine years of experience preparing and managing a variety of CEQA and NEPA documents for capital improvements, land development and public policy document projects, and a variety of planning projects including General Plans, Housing Elements, Specific Plans, ordinances, and entitlements.

With experience as both a private consultant and in public service, Ashley provides a perspective on projects from both a consultant and lead agency point of view.

### EDUCATION

**BA, English Literature,**  
University of Washington, Seattle,  
Washington

**Master of Urban and Regional  
Planning,**  
Cal Poly Pomona, Pomona, California

### ORGANIZATIONS

Association of Environmental  
Professionals

### RELEVANT PROJECT EXPERIENCE

**General Plan Update, Zoning Update,  
and EIR**

City of San Jacinto

**General Plan Update, Hawthorne Blvd  
Specific Plan Update, and EIR**

City of Lawndale

**Harper Project EIR**

City of West Hollywood

**2500 North Hollywood Way EIR**

City of Burbank

**Pilot Travel Center Project EIR**

City of Perris

**1901 Via Burton Industrial IS/MND**

City of Fullerton

**U-Haul Expansion IS/MND**

City of Gardena

**749 Marlin Drive Road Extension  
IS/ND**

City of Laguna Beach

**Soma Apartments Project IS/MND**

City of Manteca

**Applied Medical Expansion IS/MND**

City of Lake Forest

**Circulation Element Update IS/ND**

City of Bell Gardens

**Housing Element Update (6<sup>th</sup> Cycle)  
IS/ND**

City of Hawthorne

**Local CEQA Guidelines Update**

City of Orange\*

**North Orange County Cities SB 743  
Implementation Study**

City of Orange\*

**City of Orange Environmental  
Review,\***

- Chapman University Specific Plan Update EIR
- Fire Station No. 1 IS/MND
- Cannon St. and Serrano Ave. Intersection Improvements IS/MND
- Ronald McDonald House IS/MND
- Billboard Ordinance IS/MND
- Highway Safety Improvement Program NEPA Clearances

**Koll Residences EIR,**

City of Newport Beach\*

**Red Hill Avenue Specific Plan EIR**

City of Tustin\*

**Housing Element Update (6<sup>th</sup> Cycle)**

City of Orange\*, Cities of Glendale, Avalon, Rancho Santa Margarita, Westminster, Lake Forest, and Temecula

**Housing Ordinances Zoning Update**

City of San Marcos

**Accessory Dwelling Unit Ordinance**

City of Ventura

**Small Lot Subdivision Ordinance**

City of Orange\*

\* Project was completed by Ms. Brodkin while she was employed at another agency or planning firm

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# Erik Anderson

## ASSOCIATE PLANNER



Erik has worked on a diverse range of projects for public and private sector clients, with a focus on environmental and sustainability planning, land-use planning, and policy development. Erik provides project support in the preparation of CEQA documentation and long-range planning documents, including General Plans, Housing Elements, and Zoning updates. His experience includes grassroots lobbying with a non-profit environmental organization and work in the legal field. Erik is passionate about serving communities and creating innovative work through place-based development strategies.

### EDUCATION

**BA, Political Science,**  
University of California, Los Angeles

**Master of City and Regional Planning,**  
Cal Poly, San Luis Obispo

### ORGANIZATIONS

American Planning Association  
Association of Environmental Professionals  
Congress for the New Urbanism

### AWARDS

2019 California Planning Foundation, Central Coast Section Scholarship  
2019 & 2020 Errett Fisher Foundation Scholarship

### RELEVANT PROJECT EXPERIENCE

**General Plan Update, Zoning Update, and EIR**  
City of San Jacinto

**General Plan Update, Hawthorne Blvd Specific Plan Update, and EIR**  
City of Lawndale

**Zoning Update and Addendum to General Plan EIR**  
City of Westminster

**General Plan Update and EIR**  
City of Jackson

**General Plan Update and EIR**  
City of Red Bluff

**Mountain House Incorporation IS/ND**  
San Joaquin County

**SR-120 Interchange IS/MND**  
City of Lathrop/Caltrans

**Circulation Element Update IS/ND**  
City of Bell Gardens

**U-Haul Expansion IS/MND**  
City of Gardena

**Pilot Travel Center IS/MND**  
City of Moreno Valley

**Applied Medical Expansion IS/MND**  
City of Lake Forest

**2500 North Hollywood Way EIR**  
City of Burbank

**Harper Project EIR**  
City of West Hollywood

**Focused General Plan Update**  
City of Glendale

**Local Hazard Mitigation Plan**  
Laguna Hills, CA

**Housing and Safety Element Update**  
City of Rancho Santa Margarita

**Housing Element Update (6<sup>th</sup> Cycle)**  
Cities of Lawndale, Glendale, Hawthorne, La Verne, Avalon, Lake Forest, Rancho Santa Margarita, Westminster, Temecula, and San Jacinto

**General Plan Update**  
City of McFarland\*

**McFarland Zoning Code Update**  
City of McFarland\*

\* Project was completed by Mr. Anderson while enrolled as a Graduate Student in City and Regional Planning at Cal Poly, San Luis Obispo

**De Novo Planning Group**

A Land Use Planning, Design, and Environmental Firm



## Stephanie Tomaino, AICP Managing Principal

Stephanie Tomaino, AICP is a land use planner with over 15 years of experience working in the public and private sectors. Having spent the majority of her career as an in-house planner at multiple cities in Southern California, she possesses diverse and extensive project management experience in all facets of planning and community development. Stephanie is well-versed in implementing and interpreting Zoning Ordinances, General Plans, Specific Plans, Design Guidelines, and other regulatory planning documents. With a strong background in current planning and front counter operations, Stephanie is experienced in implementing process and permitting improvements to advocate for common-sense, solutions-based planning.

### EDUCATION

#### MA, Urban and Regional Planning

Cal Poly Pomona

#### BA, Anthropology BA, International Studies

University of California, Irvine

### EXPERIENCE

15 Years

### PRIOR EMPLOYMENT

#### Public Sector:

- City of Costa Mesa
- City of Irvine
- City of Lake Forest
- City of Mission Viejo
- City of San Clemente

#### Private Sector:

- Amazon: Public Policy, Entitlements, and Real Estate Business Unit

### AFFILIATIONS:

American Institute of Certified Planners (AICP)

American Planning Association

Urban Land Institute

Prior to founding City Advisors, Stephanie worked in the real estate and development division of Amazon as a Senior Entitlements Manager. She is a certified planner and active volunteer leader within the American Planning Association (APA) and Urban Land Institute (ULI). Stephanie is an Adjunct Professor teaching in UC Irvine’s graduate program, and she has been recognized by multiple organizations for her service contributions to the planning profession.

### SELECTED PROJECT EXPERIENCE

#### City of La Mesa – ADU and JADU Ordinance Updates

Project Manager overseeing text amendments to bring the Zoning Ordinance into compliance with the last three cycles of State updates to its Accessory Dwelling Unit (ADU) and Junior Accessory Dwelling Unit (JADU) Statutes. Involved drafting staff reports for two public hearings (one City Council and one Planning Commission), drafting two ordinances, drafting one resolution and all attachments, and serving as the staff presentation lead at all public hearings.

#### City of Coachella – Parking & Sign Code Updates

Project Manager overseeing comprehensive updates of the Parking and Signage Chapters of the Zoning Ordinance. Involves full replacements of the Zoning Ordinance Chapters to create more flexibility in the development standards, incentivize redevelopment of commercial and industrial properties, improve community aesthetics, and promote pedestrian-oriented uses and amenities. Project is currently ongoing.

#### City of Eastvale – Comprehensive Zoning Code Update

Project Manager for two-year work program involving numerous amendments and streamlining updates to all Chapters of the Zoning Ordinance. Involves Zoning Ordinance text amendments to implement the Housing Element Action Plan, creating new residential districts and modifying residential development standards consistent with the City’s General Plan Update, incorporating the City’s economic development policies into the Zoning Code to support business retention and attraction, and other improvements for user readability and implementation efficiency. Project is currently ongoing.

#### City of San Clemente – Annual Zoning Code Updates

Provided project support drafting various portions of annual Zoning Ordinance Updates. As a Department Manager, I provided the Project Lead with general oversight and policy direction to address Code ambiguities and regulatory gaps, incorporate updates based on business and development trends, and improve customer service and staff usability of the Zoning Ordinance.





Andrew Watkins is an architect, urban designer, and planner with over 20 years of professional experience. Andrew is licensed in California and Massachusetts.

As a principal at JZMK, his work focuses on large-scale urban design projects that explore the confluence of ecology and urbanism. Andrew has led the design of community plans, urban design and new city planning projects in diverse locales, the United States, China, Indonesia, India, South Africa, Botswana, Ethiopia, Germany, Italy, Armenia and Mexico.

Andrew's work focuses on place making and creating high-quality public realms. His project experience includes urban and suburban revitalization as well as green-field development, with new community work totaling over 20,000 acres of development featuring more than 50,000 homes, retail, commercial and light industrial districts.

Andrew has particular interests in projects that engage wellness and the ecological systems of food, mobility, waste, shelter and water.

A Full Member of ULI, he is part of the national Residential Neighborhood Development Council, Health Leaders Network and serves locally as part of the Building Healthy Places Council and For Sale Housing Council. Andrew holds a Bachelors of Architecture from Syracuse University and a Masters of Architecture in Urban Design from the Graduate School of Design at Harvard University.

# ANDREW WATKINS

PRINCIPAL, DIRECTOR OF URBAN DESIGN & PLANNING

**ROLE ON PROJECT** PRINCIPALS IN CHARGE AND PROJECT MANAGER

**YEARS EXPERIENCE** 20

**EDUCATION** MASTERS IN ARCHITECTURE IN URBAN DESIGN  
HARVARD UNIVERSITY

BACHELOR OF ARCHITECTURE,  
SYRACUSE UNIVERSITY SCHOOL  
OF ARCHITECTURE

**CONTACT** [awatkins@jzmkpartners.com](mailto:awatkins@jzmkpartners.com)

## PROFESSIONAL EXPERIENCE

### LAKE FOREST GENERAL PLAN

**CLIENT:** CITY OF LAKE FOREST

**LOCATION:** LAKE FOREST CALIFORNIA

Urban design and planning services were provided for the City of Lake Forest General Plan Update. Lake Forest was pursuing a modern General Plan that would reflect contemporary community values and priorities — and provide the framework to balance quality of life with improved economic and fiscal conditions. As part of the larger General Plan Land Use Map, five focus areas were identified as potential locations for future growth, to support economic development, maintain fiscal sustainability, and help create activity nodes.

### LAKE FOREST MIXED-USE ZONING

**CLIENT:** CITY OF LAKE FOREST

**LOCATION:** LAKE FOREST CALIFORNIA

The Lake Forest Mixed Use Zoning Code builds on the City's recently adopted General Plan Update 2040 by developing new codes for five mixed-use activity centers/focus areas. The code include five distinct types of mixed-use designations that focus on high quality public realms and allow for a blend of residential and non-residential uses at varying densities and intensities. The new mixed-use development areas will provide diverse housing options as well as the flexibility to attract new and desirable development typologies.

### SAN MARCOS GENERAL PLAN

**CLIENT:** CITY OF SAN MARCOS

**LOCATION:** SAN MARCOS, CALIFORNIA

The San Marcos General Plan provides contemporary updates on the key topics of land use, equity, housing, economic development, transportation, and parks and recreation. The process is a community-driven effort to ensure the community's needs and objectives are reflected in an update intended to guide development over the next 10 to 20 years.



# TIM HAAGEN

## SENIOR PLANNER

<b>ROLE ON PROJECT</b>	DAILY PROJECT MANAGER & CODE ORGANIZER AND LEAD WRITER
<b>YEARS EXPERIENCE</b>	20
<b>EDUCATION</b>	BACHELOR OF LANDSCAPE ARCHITECTURE UNIVERSITY OF IDAHO
<b>CONTACT</b>	thaagen@jzmkpartners.com

Tim Haagen brings 20 years of experience in urban design, planning and landscape architecture to JZMK.

Following completion of his Bachelors of Landscape Architecture from the University of Idaho in 2002, Tim spent several years working for a landscape architecture office specializing in built residential landscapes and community design. There he practiced the art of landscape architecture taking a project from a blank canvas through design development to final build-out through construction documents and construction administration.

Tim furthered his career as Project Planner and Landscape Designer at globally recognized hospitality-based design firm WATG in the planning studio for nearly a decade where he constantly collaborated with architects, landscape architects and interior designers to craft the stories and visions for hospitality-based master planning projects (luxury resorts, hotels, high-end residential), urban design, thematic parks and design, site planning for hotels and commercial spaces and golf course-centric projects. Tim's wide-reaching body of work includes projects in China, Korea, the Middle East, South, Central and North America and in exotic locales like the Caribbean, Mediterranean, Azerbaijan, Panama, Hawaii and the Phillipines.

At JZMK Tim has expanded his portfolio to include domestic urban design and local residential-based infill development. With his training and experience in landscape architecture working at a smaller scale, Tim is able to contribute a detail oriented perspective while thinking critically at a master planning scale.

## PROFESSIONAL EXPERIENCE

### 407 N. HARBOR

**CLIENT: GSW DEVELOPMENT**

**LOCATION: SAN PEDRO, CA**

JZMK Partners is currently designing a modular, market-rate residential building to be located at 407 N. Harbor in San Pedro, California. The building includes 5 stories of modular residential units, over a 1-story Type 1 podium and 2 levels of subterranean parking. The project site is adjacent to the Port of Los Angeles and enjoys sweeping views of San Pedro Bay. The building's architecture and material selection reflects the industrial character of the area. The project consists of 63 1 & 2 bedroom apartment homes with a density of 157.5 DU/Acre.

### SILVERWOOD COMMUNITY PLAN

**CLIENT: DMB COMMUNITIES**

**LOCATION: HESPERIA, CA**

In southern California's vast Inland Empire, Silverwood is the place where you can wake up to towering mountains and rolling desert landscape. Silverwood is a place where trails start right from your front door and wind through stands of Joshua trees. Nearly half the entire community site has been set aside for natural open space, conservation easement, parks, and the Serrano Preserve. Majestic wide-open landscape is among the highlights of the rich natural amenities to a life that expands to the horizon here, complete with 59 miles of off-street trails, 107 miles of paths and paseos, and 387 acres of parks—from pocket parks to neighborhood parks to community parks.

### RANCHO MISSION VIEJO PA8 PLANNING

**CLIENT: RANCHO MISSION VIEJO**

**LOCATION: ORANGE COUNTY, CA**

JZMK is currently working on a feasibility study for Planning Area 8 within Rancho Mission Viejo. This site, adjacent to Camp Pendleton, presents numerous challenges including noise mitigation, grading and habitat preservation.





# JANA SOBHI

## PLANNER

**DETAILED ROLE ON PROJECT** PROJECT PLANNER

**# OF YEARS' EXPERIENCE** 3

**EDUCATION** BACHELOR OF SCIENCE  
GERMAN UNIVERSITY OF TECHNOLOGY

**CONTACT** [jsobhi@jzmkpartners.com](mailto:jsobhi@jzmkpartners.com)

Jana Sobhi graduated from German University of Technology in Oman with a Bachelor's degree in Design in Urban Planning and Architecture. Before moving to the United States she worked for several years in Oman as a junior architect and planner with a strong background in master planning. There she gained expertise in Middle East projects including multi-family homes, residential properties, converting residential units into commercial and mixed-use projects.

At JZMK Jana works on urban design and planning projects. She has experience working in the United States, Egypt and Abu Dhabi with projects ranging in size from a few acres to thousands. She has worked on project types that include city expansions, master planned communities and urban infill

Jana enjoys problem solving, graphic representation and creating great urban environments. She is skilled at project visioning, 3D representation and GIS. Outside of urban design and planning Jana is an amateur photographer.

## PROFESSIONAL EXPERIENCE

### SILVERWOOD COMMUNITY PLAN

**CLIENT:** DMB COMMUNITIES

**LOCATION:** HESPERIA, CA

In southern California's vast Inland Empire, Silverwood is the place where you can wake up to towering mountains and rolling desert landscape. Silverwood is a place where trails start right from your front door and wind through stands of Joshua trees. Nearly half the entire community site has been set aside for natural open space, conservation easement, parks, and the Serrano Preserve. Majestic wide-open landscape is among the highlights of the rich natural amenities to a life that expands to the horizon here, complete with 59 miles of off-street trails, 107 miles of paths and paseos, and 387 acres of parks—from pocket parks to neighborhood parks to community parks.

### RANCHO MISSION VIEJO PAB PLANNING

**CLIENT:** RANCHO MISSION VIEJO

**LOCATION:** ORANGE COUNTY, CA

JZMK is currently working on a feasibility study for Planning Area 8 within Rancho Mission Viejo. This site, adjacent to Camp Pendleton, presents numerous challenges including noise mitigation, grading and habitat preservation.

### MARASSI TOWN CENTER

**CLIENT:** EMAAR MISR

**LOCATION:** NORTH COAST, EGYPT

Acting as the "heart" of the 624ha Marassi tourism destination, the Marassi Town Center features multiple hospitality destinations, luxury mixed-use apartments over retail and commercial, dining and entertainment venues set along public plazas and a grand marina promenade. Design guidelines were created to ensure that the overall character of each parcel fits within, and enhances the character of the overall development.



# Jason Moody

## Managing Principal



### Education

Master of Public Policy, UC Berkeley, 1995

BA in Economics, UC Santa Cruz, 1988

### Previous Employment

Budget Analyst for City of San Francisco (1995)

Research Analyst, Fisher Center for Real Estate and Urban Economics (1994–5)

Business Analyst, Port Authority of New York/New Jersey (1994)

Print Media Journalist, States News Service, Washington, DC (1989–1992)

### Affiliations

International Downtown Association

International Economic Development Council

### Publications/Presentations

["Retail versus Housing: Rethinking the Fiscal Paradigm"](#)  
Meta-hosted webinar,  
June 10, 2022

["Bay Area Downtowns: Place Types and Post Pandemic Prospects."](#) San Mateo Council of Cities, May 22, 2022

["Repositioning Languishing Assets: Building for the Missing Middle."](#) ULI Urban Revitalization Council, Fall 2020

["COVID-19: Cross-Cutting Trends toward a New Reality."](#) Lambda Alpha International Spring / Summer, 2020

["Town Centers: Typologies and Policy Directions,"](#) Bay Area Planning Directors Association (BAPDA), Spring 2017 Meeting

["Urban-Suburbia,"](#) Urban Land Magazine, October 2008

### ABOUT

As a Managing Principal at EPS, Jason has worked at the firm for over 25 years and has been instrumental in building the firm's presence in Southern California. He has extensive experience in the areas of real estate market and financial analysis, socio-economic forecasting, regional economics, and corridor revitalization. He regularly works for both public and private sector clients, focusing on the feasibility and economic implications of individual projects as well as larger areas, including mixed-use districts, corridors, and entire cities. Jason has applied this expertise in numerous land use planning and policy efforts, including General Plans, Specific Plans, and Master Plans, as part of multidisciplinary teams.

### SELECTED PROJECT MANAGEMENT EXPERIENCE

#### Development Feasibility and Policy Guidance for Tustin Specific Plans

EPS evaluated development economics and provided policy guidance designed to stimulate private investment in two specific plan areas targeted by the City, one along the Red Hill Ave. commercial corridor and the other focused in the historic downtown.

#### Fullerton Rail District Specific Plan

EPS is providing economic, market, and development feasibility analysis to support the Fullerton Rail District Specific Plan, a 35-acre underutilized legacy industrial area with public land, located within the Downtown.

#### Mission Viejo Civic Core Strategic Plan and Visioning Effort

EPS served as the lead economist on a multi-disciplinary team retained by the City of Mission Viejo to strategically redevelop its civic and commercial core. The EPS developed strategies to re-position a relatively antiquated cluster of retail centers to better adapt to emerging trends in consumer shopping patterns.

#### Duarte Huntington Drive/Town Center Revitalization Strategy

Jason served as the lead economist on the multi-disciplinary consultant team for the Duarte Town Center Specific Plan, a proposed mixed-use activity center intended to serve as Duarte's civic and cultural hub. EPS conducted several follow-up studies for the City, including negotiation support for individual projects and "complete streets" financing analysis.

#### El Camino Real Corridor Strategic Plan

EPS served as the lead economist for a multidisciplinary team retained by the Redwood City to evaluate revitalization strategies for El Camino Real (aka The Grand Boulevard), a major arterial serving multiple jurisdictions from San Francisco and through Silicon Valley.

#### Pasadena Playhouse District Revitalization Strategy

EPS was retained by the Pasadena Playhouse District to evaluate market opportunities and development feasibility as part of a multidisciplinary strategy focused on revitalization and branding for this historic, mixed-use district, with a focus on arts and cultural venues.

## SELECTED PROJECT MANAGEMENT EXPERIENCE (CONTINUED)

### **Glendora Commercial Corridor Revitalization Study**

Jason provided market analysis to support reinvestment strategies for two separate commercial corridors for the City of Glendora, one for Arrow Highway and the other for the historic Route 66.

**Market and Financial Analysis to Support State Corridor Housing Legislation:** Jason is providing market and financial analysis to support the California State Assembly draft new legislation to support housing along major commercial corridors (AB 2011).

### **Rolling Hills Estates Commercial District Market Study**

Working for the City of Rolling Hills Estates, EPS evaluated the market conditions affecting revitalization of the Peninsula Commercial District and provided strategic policy recommendations to the City Council.

### **Downtown Rialto Revitalization and TOD Strategy**

EPS provided market and financial analysis to support a comprehensive commercial revitalization and TOD strategy for downtown Rialto, a bedroom community in the San Gabriel Valley.

### **Fresno South Blackstone Ave. Corridor Plan**

EPS participated as part of a multi-disciplinary planning team retained by the City to develop a mobility-based revitalization plan for historic albeit economically struggling commercial corridor in Fresno.

### **Carlsbad Village Revitalization Strategy**

EPS is providing economic analysis and strategic implementation recommendations to help the City of Carlsbad leverage the location and historic setting of its Downtown to create a more successful mixed-use district.

### **Downtown San Clemente Development Framework**

EPS provided market analysis and financial feasibility testing of targeted opportunity sites to support a Development Framework document intended to guide planning efforts for downtown San Clemente, a historic beach town in Southern California.

### **Downtown Orinda Precise Plan**

EPS has been retained by the City of Orinda to develop a Precise Plan for the small downtown serving this bedroom community that would help spur investment, provide additional shopping opportunities and provide additional housing opportunities (in part to address State RHNA goals).

### **Downtown Walnut Creek Precise Plan**

Working for the City of Walnut Creek, EPS evaluated the market and financial feasibility of various mixed-used redevelopment options for a two-block area in the Downtown.

### **Downtown Pleasanton Specific Plan**

EPS is providing strategic market and development feasibility analysis to support a Specific Plan for Downtown Pleasanton. The work is focused on how a relatively small downtown can carve out an effective commercial market niche in a mature and highly competitive regional market. EPS participated in separate presentations to community stakeholders and City Council.

### **Santa Rosa Downtown Specific Plan**

Working for the City as part of a multi-disciplinary team, EPS evaluated the market and development feasibility of vertical-mixed use residential and commercial development in this historic downtown served by new Sonoma-Marín Area Rail Transit station.

### **Downtown Mountain View Development Strategy**

EPS was retained by the City to evaluate development strategies and opportunity sites to ensure their downtown core, situated adjacent to a Caltrans Station, effectively adapts to the changing market dynamics facing mid-size downtown in light of changing retail landscape.



# Julie Cooper

Executive Vice President, Director of LA Office



## Education

Master of Public Policy,  
Harris Public Policy at the  
University of Chicago, 2014  
*Certificate in Municipal  
Finance*

Bachelor of Arts, International  
Studies, University of  
Chicago, 2007

## Previous Employment

Associate, Development  
Strategies, Saint Louis, MO  
(2014-2018)

Policy Intern, Center for  
Neighborhood Technology,  
Chicago, IL (2013)

Research Assistant, Energy  
Policy Institute at Chicago,  
Chicago, IL (2012-2013)

Director of Public Relations,  
Israel Government Tourist  
Office Midwest Region,  
Chicago, IL (2008-2012)

## Affiliations

American Planning  
Association

Urban Land Institute

NABE Los Angeles Chapter

## ABOUT

Julie Cooper joined EPS's Los Angeles office in 2018, bringing professional experience in land use, economic, and community development consulting. She has provided strategic planning services for a variety of public, private, and institutional clients, including analysis of market and economic conditions, development feasibility and fiscal impact modeling, and policy recommendations. She also has extensive experience in stakeholder and community engagement. Before joining EPS, Julie served as an Associate at Development Strategies, a St. Louis-based consulting firm.

## SELECTED PROJECT AND PROFESSIONAL EXPERIENCE

### **Pasadena Playhouse Village Strategic Plan Fiscal Analysis**

EPS was hired to provide economic and financial analysis as part of a multi-disciplinary team retained by the Pasadena Playhouse Village Association, a non-profit organization managing the Pasadena Playhouse Village PBID, to develop a strategy to expand the market performance and vibrancy of the vital mixed-use neighborhood in the heart of the City's downtown. EPS's work included a detailed analysis of various City taxes and fees that will likely be enhanced by continued development activity in the Village; and research, analysis, and recommendations related to the potential establishment of an EIFD in the Village. Julie assisted with the analysis of impacts on municipal revenues, and conducted research and stakeholder interviews on the policy and political considerations impacting EIFD formation in the City and County.

### **Fullerton Rail District Specific Plan Market and Feasibility Analysis**

EPS was part of a multi-disciplinary team to develop a Specific Plan for the Rail District, a transit-adjacent area near Fullerton's Downtown. The area is currently developed with low density industrial uses, and the City is seeking to support redevelopment that will include denser mixed-use and mixed-income residential projects. As the team's economist, EPS analyzed market trends in the City and market area, and assessed the financial feasibility of new design standards, to help the team identify the product types that will be most successful in the area. As EPS Project Manager, Julie was responsible for coordinating with the prime firm, conducting existing conditions and financial feasibility analysis, producing deliverables and participating in meetings with City staff and stakeholders.

### **Lost Hills Community Service District Feasibility Study**

EPS has been engaged by a major community organization to support the creation of a Community Service District (CSD) in the unincorporated community of Lost Hills in Kern County. EPS's work has included studying demographic and socioeconomic trends and existing service levels in the community; assessing the costs associated with providing services through a CSD; and identifying potential revenue sources to support the CSD. Julie is serving as project manager and primary researcher/analyst for EPS's work.



# Benjamin C. Sigman

Principal



## Education

MS Agricultural and Resource Economics, University of California, Davis, 2003

BA Economics, Colby College, 1999

## Previous Employment

Principal and Vice President, AECOM (2009-2011)

Senior Associate, Economics Research Associates (2005-2008)

Associate, Economic & Planning Systems (2004-2005)

Research Analyst, Industrial Economics, Inc. (1998-2002)

## Affiliations

Urban Land Institute

## ABOUT

Benjamin C. Sigman is a land use economist with over 20 years of experience providing consulting services for public, private, and institutional clients. Ben possesses significant expertise analyzing real estate, land use policy, and regulation. He authors studies that evaluate market and financial feasibility factors, and offer public financing strategies. He also conducts economic and fiscal impact analysis of wide-ranging activities, including infrastructure development, commercial operations, and open space management. In his economic development work, Ben brings a land use-focused perspective that guides investment in quality of place, value creation, and public realm improvements.

Ben also worked for AECOM (New York and San Francisco) and Industrial Economics, Inc. (Cambridge, Massachusetts), providing economic analysis and advisory services to private and public clients, including federal, state, and local governments. His work included benefit-cost studies, policy analysis, and litigation support.

## SELECTED PROJECT EXPERIENCE

### ocV!BE Real Estate Advisory

Principal in Charge a financial feasibility and fiscal benefit study that played an important role in the City Council's consideration of the ocV!BE project. To support development agreement negotiations and overall project evaluation, EPS crafted an independent assessment of project viability and the likely tax revenue benefits to the City. The study provided City decision makers with accessible and unbiased confirmation that ocV!BE's community benefits package was well sized relative to the value created by the project. EPS supported City staff with study documentation and related presentation materials during Council hearings on the project. Ultimately, the City Council unanimously approved the project in September 2022.

### Downtown Santa Clara Precise Plan

Principal in Charge of Downtown Plan economics support services, including real estate market work, feasibility analysis, and implementation strategy. EPS provided an assessment of market factors, and finding that recent economic growth and real estate appreciation had intensified demand for high-density development. While development opportunities were identified, EPS also highlighted potential challenges. With EPS input, the Plan envisions a new downtown that builds on its historic context and leverages placemaking investments. Ongoing EPS work will establish a Downtown impact fee to help fund key public facilities.

### Downtown Oakland Incentive Zoning

Principal in Charge of a real estate market and financial feasibility study to inform City planning for an incentive zoning program in Downtown Oakland. EPS analyzed development trends, including market values and development costs, using data and developer interviews to inform pro forma financial analysis of prototypical real estate projects. The work focused on the potential for up zonings to create value for new community benefits. The analysis highlighted an increasingly challenging real estate development environment, and tempered expectations for modest density increases to yield significant value for the City.

## SELECTED PROJECT EXPERIENCE (CONTINUED)

### **Downtown West Real Estate and Community Benefits Advisory**

Principal economist assisting Google with financial analysis to inform the company's development agreement with the City of San Jose for their Downtown West mixed-use masterplan. Ben advised Google on community benefits practices and precedent agreements, and conducted extensive financial analysis concerning horizontal and vertical development of the masterplan. As part of the engagement, Ben represented Google in discussions with the City's economist and provided as-needed support to Google on technical work to support the project's public benefits agreement.

### **Port of San Francisco Mission Rock Real Estate Advisory**

Senior economist for ongoing real estate and public finance advisory services for the Port of San Francisco's Mission Rock project at Seawall Lot 337. Ben conducted pro forma financial feasibility analysis and evaluated infrastructure financing mechanisms, including consideration of developer returns, ground lease term, and use of IFD and CFD tools, among other factors. He conducted numerous stress tests of contemplated deal parameters to ensure the Port's position would maximize its revenue potential while reducing risk exposure and quantifying elements of uncertainty. Resulting deal terms were reflective of the Port, City, and Project Sponsor goals and were agreed upon by all parties.

### **Town of Danville Comprehensive Economic Development Plan**

Senior economist for the Town of Danville's Comprehensive Economic Development Plan. Ben examined the Town's competitiveness and prepared a plan to actively promote economic and fiscal sustainability. The effort was extensive, with significant data analysis and outreach to the Town's business community and the Town Council. EPS considered local conditions in the context of the regional economy, as well as broad trends in employment growth, trade, and retailing. Based on EPS recommendations, the Town proceeded with zoning modifications in the downtown area of Danville, leading to improved retail occupancy and economic activity.

### **Livermore Isabel Neighborhood Plan**

Senior economist for research and analysis in support of Isabel Neighborhood Plan, including analysis of housing, office, and retail market potential and financial feasibility. Ben initially advised on overall real estate market conditions, then prepared focused analysis of retail demand and office development potential. Later stage planning work included a tradeoffs analysis of affordable housing options. Ben continues to work with the City on implementation of the Plan, including analysis of special taxes to supporting ongoing maintenance and operation of public infrastructure in the Plan area.

### **City of Cupertino Real Estate Advisory Services**

Senior economist assisting the City of Cupertino with evaluation of community benefits programs and options for evaluating proposed General Plan Amendments, as well as the Vallco Town Center Specific Plan. Ben conducted a range of financial analyses to evaluate the potential for Cupertino projects (including residential, office, and hotel projects) to yield additional public benefits. Ben also prepared extensive research concerning community benefits programs in California, providing the City with a white paper on the topic.

### **Infill Development Finance Study**

Senior economist for a study of existing and potential financing tools for infill development, prepared for the State of California's Strategic Growth Council. Ben assessed current infill development financing instruments and performed case study analysis to test their efficacy. Ben and his team also made recommendations concerning potential new and refined infill financing mechanisms. The work informed new state legislation for tax increment financing and highlighted the range of existing municipal financing tools available to California cities.

# TIM A. ERNEY, AICP, PTP, CTP | SENIOR PRINCIPAL PLANNER



Tim Erney is a certified transportation planner with more than 25 years of experience with planning and engineering projects throughout California. His primary focus has been on managing analyses and documentation for environmental review projects, access and circulation studies, sustainable transportation practices, TDM measures, parking evaluations, pedestrian and bicycle reviews, and data collection programs. In addition, his experience includes detailed technical analyses of local and regional roadway facilities, including traffic forecasting, modal split analyses, traffic diversion, and operational analyses. He has experience coordinating with local and regional transportation and environmental agencies in Southern California, and has been leading the firm's efforts on the evaluation of emerging technologies and alternative evaluation metrics.

## EDUCATION

- MS Transportation Engineering, UC Berkeley
- Master of City Planning, UC Berkeley
- BS Mechanical Engineering, Boston University

## YEARS OF EXPERIENCE

25

## LICENSES

- Certified Planner, American Institute of Certified Planners (#15998)
- Certified Transportation Planner (CTP)
- Professional Transportation Planner (PTP)

## AFFILIATIONS

- American Planning Association (APA), Member
- Institute of Transportation Engineers (ITE), Member

## PUBLICATIONS

- "Technology-Driven Transit Oriented Development," Community Transportation, Volume 28, Winter 2010 (contributor)

## PROJECT EXPERIENCE

**Environmental Impact Reports.** Tim has led the preparation of stand-alone transportation impact studies as well as transportation/circulation sections of EIRs and EISs to support CEQA and NEPA processes. These projects have included a full range of project types, from individual development projects, to updated citywide plans, to significant infrastructure projects. For these efforts, Tim has managed the technical analysis for all modes of travel, including qualitative and quantitative assessments of traffic, transit, pedestrian, bicyclist, loading, construction, and emergency vehicle conditions. In addition, these projects have included the development of specialized trip generation rates and use of regional travel demand models to project future traffic volumes.

**General Plans/Specific Plans.** Tim has served as manager or principal for the transportation sections for General Plans/Specific Plans and their resulting environmental documents. This has included developing goals, policies and programs to support active transportation and new mobility options, and working with stakeholders and the public to develop implementable actions. In addition, Tim has supported the preparation of the Transportation Elements of CEQA and NEPA documentation, including the determination of VMT-related impacts for land use and transportation projects.

**Alternative Performance Metrics.** Tim has been working to identify and develop alternative metrics to Level of Service (LOS) in the evaluation of land use and transportation projects. This includes the identification of how cities and counties need to modify their current programs and policies to account for these changes. As part of these efforts, Tim has been in consultation with the state's Office of Planning and Research (OPR) and has participated in several conferences and panel discussions on the effects of vehicle-miles traveled calculations and metrics that may affect city programs and transportation analysis guidelines.

**City of Lawndale General Plan Update/Hawthorne Boulevard Specific Plan; Lawndale, CA.** Tim is the Kittelson project principal for the preparation of an updated Circulation/Mobility Plan for the City of Lawndale. This plan addresses existing and future circulation issues, including the proposed extension of the Metro Green Line through the city. As part of this effort, citywide goals and policies are being developed to improve active transportation and account for new vehicle-miles traveled (VMT) metrics. In addition, the proposed rezoning of parcels along Hawthorne Boulevard is being explored to facilitate development of higher density residential uses and mixed-use commercial zones. As LA Metro is planning for a new commuter rail service throughout the area, potential rezoning and enhancements to access and circulation are being explored.

**City of Baldwin Park Downtown Transit Oriented Development (TOD) Specific Plan; Baldwin Park, CA.** Kittelson prepared the transportation portion of a new Downtown Transit Oriented Development (TOD) Specific Plan, which include the adoption of transit-oriented communities, first/last mile, and equity and principles. A key element of the TOD vision is the establishment of a series of mobility hubs to facilitate access to new development sites and promote usage of alternative modes. Kittelson also conducted a parking management plan for the downtown area, which involved conducting parking occupancy studies, reviewing current code requirements, and recommending



shared-parking policies to improve the efficiency of existing parking resources. Tim was the Kittelson project manager for this effort.

**City of Montebello General Plan and Downtown Specific Plan Update, Environmental Impact Report, and VMT Implementation; Montebello, CA.** Kittelson is developing the updated circulation element for the City of Montebello General Plan Update and their Downtown Specific Plan area. Kittelson is updating the mobility element's goals, policies, and a circulation network to accommodate the City's envisioned land use and circulation buildout. The plan will provide an enhanced network of trails, enhance pedestrian and bicycle mobility and promote a vibrant and walkable downtown area and near rail stations. Tim is serving as project principal, leading development of the general plan update.

**City of Lake Forest General Plan Update and Environmental Impact Report; Lake Forest, CA.** Tim managed the evaluation of the build-out of the City's land use program, which included the determination of potential effects to the circulation network throughout the city. Specialized assessments were conducted to identify the anticipated effect of emerging transportation technologies (such as transportation-networking companies and connected/automated vehicles) will have on the roadway networks, including the potential to reduce citywide vehicle-miles travelled.

**City of La Verne Active Transportation Plan / General Plan Circulation Element; La Verne, CA.** Tim was the project principal for the development of the first Active Transportation Plan for the City of La Verne. Kittelson identified existing bicycle and pedestrian travel patterns and conflict points and conducted outreach to identify key destinations and constraints from the public. The project team proposed new bicycle routes, enhanced bicycle facilities, and improvement pedestrian facilities to encourage additional walking and biking citywide. Kittelson also coordinated policies and objectives with the ongoing General Plan Amendment, for which they are leading the preparation of the Circulation Element and preparing the evaluation to support the environmental document. Both studies have included extensive outreach and stakeholder engagement, and close coordination with City staff.

**City of Glendale Land Use and Circulation Element Update/Transportation Impact Fee/SB 743 Implementation/Travel Demand Model Update; Glendale, CA.** Kittelson is currently developing an updated circulation element for the City of Glendale and updating its citywide travel demand model. As part of this effort, Kittelson is prepared a VMT estimating tool for the City and developed its updated SB 743-compliant transportation impact study guidelines. Tim is leading coordination efforts with the City as its future land use plan, future circulation plan, SB 743 guidelines, travel demand model, and VMT estimating tools are being developed to ensure consistency between these multiple overlapping efforts.

**City of San Marcos General Plan Update/ Environmental Impact Report and Transportation Analysis Guidelines; San Marcos, CA.** Kittelson is developing the updated mobility element for the City of San Marcos General Plan Update and the technical analysis to support the EIR document. Tim oversaw the multiple efforts taking place as part of this project, including the development of the mobility element and its analysis as part of the EIR, as well as the City's determination of appropriate analysis criteria and guidelines. The project includes the assessment of complete streets and active transportation facilities to improve circulation and access throughout the city. In addition, Tim led the establishment of a new Transportation Impact Analysis Guidelines, which outlined the CEQA and non-CEQA technical and qualitative assessments required for new development and transportation infrastructure projects. In particular, the Guidelines was developed through extensive collaboration with City staff and research of best-practices throughout California and included requirements for Vehicle-Miles Traveled (VMT), Level of Service, site access/circulation, transit, active transportation, and loading conditions.

**City of San Jacinto General Plan Update and Environmental Impact Report, San Jacinto, CA.** Tim is the transportation project manager for the update to the Circulation Element to the City's General Plan and Environmental Impact Report. Key elements of this effort include the identification of existing and future needs for circulation, active transportation, parking, transit, and goods movement networks. Output from the RIVTAM travel demand model is being used to determine future growth in the area, including addressing the effect of major transportation infrastructure projects.



# FERNANDO SOTELO, PE | ASSOCIATE ENGINEER



## EDUCATION

- MS, Civil Engineering (Transportation), University of Southern California
- BS, Naval Engineering, University of Sao Paulo, Brazil

## YEARS OF EXPERIENCE

23

## LICENSES/CERTIFICATIONS

- Professional Traffic Engineer: CA

## AFFILIATIONS

- Institute of Transportation Engineers
- Orange County Traffic Engineers Council
- Institute of Noise Control Engineers

Fernando Sotelo has extensive experience in CEQA and the technical aspects of transportation planning, including travel demand forecasting, traffic impact analyses, and parking demand studies. His professional experience with traffic and parking analyses includes several schools and a variety of land development uses, such as warehousing, mixed use, commercial, and recreation projects in southern and northern California. Fernando understands the complexities of transportation planning and has prepared transportation sections for EIRs for major projects such as general plan updates and specific plans. He focuses particular attention on issues such as vehicular circulation, site access, queuing, and pedestrian routes to school and safety. Fernando has also been involved with assisting cities in the implementation of VMT metrics for CEQA review to comply with SB 743. These efforts include reviewing strategies and programs to identify reductions to the use of single occupancy automobile use, promote the use of TDM measures to reduce VMT from land use projects, and identify potential VMT reduction programs.

## PROJECT EXPERIENCE

**Fontana Downtown Core Project; Fontana, CA.** Kittelson developed a circulation plan with substantial modifications to the downtown area and prepared a transportation analysis for proposed Downtown Core Project. Fernando served as the technical lead and project manager. The downtown area includes the Fontana Metrolink Station and City Hall. The Project consists of transit-oriented development and changes to parking and an enhanced bike and pedestrian network to invigorate redevelopment and encourage a mixed-use environment. Kittelson provided conceptual designs to accommodate a substantial amount of traffic, bicycle and pedestrian activity in the area, while considering constraints with the available roadway right of way. Several concepts were considered including roundabouts at key intersections, angled and parallel parking configurations, and several bike and transit facility configurations.

**City of Baldwin Park Downtown Transit Oriented Development (TOD) Specific Plan; Baldwin Park, CA.** Fernando served as the technical lead for the transportation evaluation and parking management plan for a transit-oriented development specific plan in downtown Baldwin Park. To improve access and circulation to the Baldwin Park Metrolink Station, Fernando assessed the potential for modifications to adjacent roadways, including changes to the lane configurations, on-street parking locations, and sidewalks/bicycle facilities. The parking management plan for the specific plan is including several parking management strategies to better utilize the existing parking supply, and to adequately accommodate the future mix of land uses while meeting the objectives of the specific plan. The management plan included strategies such as adopting parking occupancy and turnover targets, incentivizing shared parking for mixed used development areas, unbundled parking and more.

**City of Lawndale General Plan Update/Hawthorne Boulevard Specific Plan; Lawndale, CA.** Fernando is the Kittelson project manager for the preparation of an updated Circulation/Mobility Plan for the City of Lawndale. This plan addresses existing and future circulation issues, including the proposed extension of the Metro Green Line through the city. As part of this effort, citywide goals and policies are being developed to improve active transportation and account for new vehicle-miles traveled (VMT) metrics. In addition, the proposed rezoning of parcels along Hawthorne Boulevard is being explored to facilitate development of higher density residential uses and mixed-use commercial zones. As LA Metro is planning for a new commuter rail service throughout the area, potential rezoning and enhancements to access and circulation are being explored.

**Rancho Palos Verdes Nature Preserve Traffic Mitigation Plan; Rancho Palos Verdes, CA.** Kittelson assisted the City of Rancho Palos Verdes with development of a Parking and Traffic Management Plan for Forrester Reserve. The plan consisted of parking and circulation features to address existing neighborhood traffic and safety concerns. The plan considered several parking and roadway configurations and pros and cons to balance safety, traffic flow, and available right of way. Kittelson provided conceptual plans for two scenarios, including parking stall dimensions, access gates, mini-roundabouts, sidewalks, crosswalks, and a system to count vehicles, pedestrians, and bicycles. Cost estimates were provided to implement the plan. The plan consisted primarily of low-cost measures that can be easily modified, should the need arise. Fernando was the project manager.

**Palos Verdes Drive Intersection Control Evaluation (ICE); Rancho Palos Verdes, CA.** Kittelson prepared intersection control evaluations for the intersections of Costa De Las Islas/Palos Verdes Drive South and Wayfarers Church driveway/Palos Verdes Drive South. The analyses consisted primarily of a review of existing traffic and site conditions and an evaluation of intersection sight distance and stopping sight distance using guidance from AASHTO's *A Policy on Geometric Design of Highways and Streets* (2018). Kittelson reviewed speed surveys, site plans and surveys, and conducted a site reconnaissance to review existing conditions. The analysis identified approaches that had adequate sight distance and where improvements would be needed. Fernando was the project manager.

**City of Montebello General Plan Update, Environmental Impact Report, and Transportation Impact Guidelines; Montebello, CA.** Kittelson is developing the updated circulation element for the City of Montebello General Plan Update and their Downtown Specific Plan area. Kittelson is updating the mobility element's goals, policies, and a circulation network to accommodate the City's envisioned land use and circulation buildout. The plan will provide an enhanced network of trails, enhance pedestrian and bicycle mobility and promote a vibrant and walkable downtown area and near rail stations. Fernando is serving as the lead for the technical analyses to review transportation impacts under CEQA.

**City of Indian Wells General Plan Update and Environmental Impact Report; Indian Wells, CA.** Fernando is the project manager to manage the City of Indian Wells General Plan Update. Kittelson is updating mobility elements and traffic impact study guidelines for the City of Indian Wells General Plan Update and the technical analysis to support the EIR document. Fernando manages the day to day project activities, coordinates with city staff and supports multiple tasks of this project, including the development of the mobility elements, and the SB 743 VMT guidance in traffic impact analysis guidelines.

**Costco Warehouse Reconfiguration Project Traffic Impact Study, Culver City, CA.** Fernando is the project manager for the impact study for the fuel station relocation project at the Costco Warehouse site at Washington Boulevard in Culver City. The project consists of the demolition of the existing Costco Gasoline fueling station on the southeast portion of the site and general retail buildings on the southwest portion of the site, and the construction of a new Costco Gasoline fueling station in the southwest portion of the site. Fernando is also coordinating with designers to review the design of a mini roundabout, configure internal truck loading areas and to review internal circulation for the site and reviewing the potential for queuing on and off-site. In addition, a VMT analysis is being prepared to evaluate potential impacts for this project according to new SB 743 requirements.

**Beverly Hills Transit Needs Assessment; Beverly Hills, CA.** Fernando served as project principal and lead tasks of the community outreach for this project. This project consisted on understanding how well the City of Beverly Hills' residents, employees, and visitors are being served by the city's existing transit network and explore options to better connect the city to the westside and the greater Los Angeles region at two upcoming subway stations being built as part of the Metro Purple Line Extension project.

**Parking Management Plan for the Bellflower Station TOD Specific Plan; Bellflower, CA.** Fernando served as the technical lead for the preparation of the parking management plan for a transit-oriented development specific plan in Bellflower. The parking management plan was developed to accommodate future parking demand associated with a future light rail station and a mix of uses within an area of approximately 400 acres. The parking management plan was prepared to provide strategies to better manage parking resources, accommodate future parking needs with implementation of the Specific Plan, and provide appropriate funding mechanisms for the parking program.

# MICHAEL SAHIMI, AICP | SENIOR PLANNER



Michael Sahimi is a transportation planner with experience conducting CEQA and non-CEQA transportation assessments for development projects throughout the state. Relevant experience includes traffic operations, environmental analysis, travel demand modeling and forecasting, circulation studies, and parking studies. He also has experience in active transportation, safety analysis, and transit planning projects. Michael’s active transportation work has included citywide active transportation plans, conceptual designs, and safety analyses. He has also assisted local jurisdictions with preparing SB 743-consistent transportation analysis guidelines.

### PROJECT EXPERIENCE

**City of Gardena Housing Element Update; Gardena, CA.** The City of Gardena is in the process of updating its Housing Element in order to accommodate local and regional housing needs in the coming decades. As part of this process, the City’s consultant team is preparing a full environmental impact report (EIR). Michael is serving as the project manager for the transportation analysis, which will include both CEQA and non-CEQA assessments. As the transportation lead, Michael is currently working with the City to determine the appropriate VMT metrics and impact criteria for assessing this citywide project.

**City of San Marcos General Plan Update and Environmental Impact Report (EIR); San Marcos, CA.** Kittelson is developing the updated mobility element for the City of San Marcos General Plan Update. As part of the General Plan Update effort, Michael led the development of the City’s updated SB 743-consistent traffic study guidelines; Michael worked with City staff to develop guidance for both VMT and LOS analysis for development projects within San Marcos. Michael is also working to prepare a VMT reduction spreadsheet tool for development projects within the city. He has prepared information for the City related to VMT mitigation fee options (e.g., impact fees, mitigation banks, and mitigation exchanges) and is currently preparing a memorandum with implementation steps and considerations. Michael also developed transit-adjacent parking and TDM ordinances to assist with CAP implementation. He is currently working on preparing the updated Mobility Element, including goals, policies, and the future multimodal networks.

### EDUCATION

- Master of Urban and Regional Planning, Transportation Policy and Planning, University of California, Los Angeles
- BA Urban Studies, University of California, Irvine
- BA Criminology, Law, and Society, University of California, Irvine

### YEARS OF EXPERIENCE

8

### CERTIFICATIONS

- Certified Planner, American Institute of Certified Planners (#32066)

### AFFILIATIONS

- American Planning Association, Member

**City of Glendale Land Use and Circulation Element Update/Transportation Impact Fee/SB 743 Implementation/Travel Demand Model Update; Glendale, CA.** Kittelson is currently developing an updated circulation element for the City of Glendale and updating its citywide travel demand model. As part of this effort, Kittelson prepared a VMT estimating tool for the City and developed its updated SB 743-compliant transportation impact study guidelines. Michael worked with the City to develop its VMT thresholds and criteria and incorporated them into its SB 743-consistent guidelines before the July 1, 2020 deadline. Michael also worked with staff to develop the City’s off-model VMT estimating tool, which will be used to streamline VMT assessments for new development projects in place of running the full travel demand model. In addition, Michael has been coordinating TDM research and tool development to assist the City in mitigating development projects’ VMT impacts.

**Norwalk Citywide Bicycle Master Plan; Norwalk, CA.** Kittelson recently prepared the Caltrans grant-funded Bicycle Master Plan (BMP) to improve bicycling conditions in the city and improve connectivity to local and regional destinations. The project included substantial public outreach efforts, including coordination with a Bicycle Advisory Committee (BAC) and several community workshops. As project manager, Michael led the existing conditions analysis and conducted an inventory of existing facilities, opportunities, and constraints in and around the city; he also led the development of bikeway recommendations. He worked with Kittelson designers to prepare conceptual graphics illustrating potential bicycle facility improvements in the city, which were incorporated into the final plan document.

**Hotel Development Standards General Plan & Zoning Code Amendment Project; Gardena, CA.** Kittelson conducted a CEQA VMT analysis for this general plan and zoning code amendment in Gardena using the City's recently developed SB 743-consistent traffic study guidelines. The City was aiming to amend the general plan and zoning code to allow for the development of hotels with increased floor area ratio (FAR). Michael led the transportation analysis, determining which potential project sites would be screened out of VMT impact analysis. For locations that would not be screened out, Michael prepared a menu of potential VMT mitigation measures to reduce employee VMT to less-than-significant levels, using statewide and local TDM guidance

**1108 W 141st Street General Plan Amendment & Zone Change Project; Gardena, CA.** Kittelson conducted a CEQA VMT impact analysis and a local transportation assessment for this mixed-use project in Gardena, using the City's SB 743-consistent traffic study guidelines. Michael led the transportation analysis, determining that the project's hotel component would not screen out of a VMT impact analysis and conducting a VMT assessment of the hotel using the City's spreadsheet-based VMT tool. Due to the significant employee VMT impacts, Michael used statewide and local TDM guidance to propose a mitigation measure to reduce employee VMT to less-than-significant levels.

**City of Montebello General Plan Update, Environmental Impact Report (EIR), and VMT Implementation; Montebello, CA.** Kittelson is developing the updated circulation element for the City of Montebello General Plan Update and their Downtown Specific Plan area. Kittelson is updating the mobility element's goals, policies, and a circulation network to accommodate the City's envisioned land use and circulation buildout. The plan will provide an enhanced network of trails, enhance pedestrian and bicycle mobility and promote a vibrant and walkable downtown area and near rail stations. Michael is contributing to the development of the mobility/parking strategy, policies, and actions, and is leading the development of the City's SB 743-consistent transportation impact analysis guidelines. **Broadway and Anaheim Boulevard Intersection Control Evaluation; Anaheim, CA.** Kittelson led the collection of 24-hour vehicle counts and used peak-hour data for an Intersection Control Evaluation of Broadway and Anaheim Boulevard to assess the potential benefits of a roundabout. Michael led the analysis, comparing the operational analysis for a roundabout alternative against the existing traffic signal operations. He also prepared recommended facilities to accommodate bicyclists and pedestrians and worked with designers to prepare a conceptual roundabout design for the city.

**City of La Verne General Plan Update and Environmental Impact Report (EIR); La Verne, CA.** Kittelson developed the circulation and mobility sections of the General Plan Update for the City, including mobility-related policies and objectives with respect to automobile, active transportation, transit and freight circulation, and on- and off-street parking. Michael led the review of multimodal existing conditions and the development of the Mobility Element goals and policies. He is also leading the EIR transportation analysis for this project.

**City of Lake Forest General Plan Update and Environmental Impact Report (EIR); Lake Forest, CA.** Kittelson conducted a transportation analysis for the Lake Forest General Plan Update and Environmental Impact Report (EIR) document as well as developed the General Plan's transportation policies and objectives. Michael's role included examining existing transportation conditions to establish a baseline and understand the city's transportation needs; he developed the mobility element with goals, policies, and a circulation network to accommodate the City's buildout. As part of the environmental documentation, Michael assisted in incorporating land use alternatives into the City's travel demand model, prepared a transportation analysis for the EIR, and worked with the City to develop SB 743-consistent VMT metrics to assess the General Plan Update's transportation impacts under CEQA.

**County of San Bernardino General Plan Update and Environmental Impact Report (EIR); San Bernardino CA.** With a previous employer, Michael was part of the consultant team that worked on updating the General Plan for the County of San Bernardino, as well as worked on the environmental impact report to support the General Plan Update. In addition to researching existing conditions in the County's unincorporated communities to establish a baseline for the update, Michael led modeling efforts for the project. Specifically, Michael tested various land use scenarios for the County, which involved numerous socioeconomic data modifications and full model runs of SBTAM through TransCAD to assess the potential implications of different land use growth patterns.

**EDUCATION**

- 2016 Ph.D., Anthropology, University of California, Riverside (UCR)
- 2011 M.A., Anthropology, UCR
- 2007 M.A., Applied Geography, University of Colorado, Colorado Springs (UCCS)
- 2002 B.A., Anthropology, minor in Geography/Environmental Studies, UCCS

**SUMMARY OF QUALIFICATIONS**

Dr. Gust is a Registered Professional Archaeologist (RPA) with over 11 years of experience in field archaeology. His field expertise includes pedestrian surveys, excavation monitoring, resource recording, and historic artifact analysis. Dr. Gust has extensive experience in California cultural resources, having served as Principal Investigator on projects for the City of San Juan Capistrano, Southern California Edison, Pacific Gas and Electric, the City of San Jose, Los Angeles International Airport, and the City of Morro Bay. He has managed a variety of projects at Cogstone in the water, transportation, energy, development, and federal sectors. He has also managed cultural resources monitoring projects for both public and private sector clients. He meets the qualifications required by the Secretary of the Interior's *Standards and Guidelines for Archaeology and Historic Preservation*. Dr. Gust is a member of the Society for California Archaeology, Society for American Archaeology, and the American Anthropological Association.

**SELECTED PROJECTS**

**Camino Capistrano Mixed-Use Project, City of San Juan Capistrano, Orange County, CA.** Cogstone conducted a cultural and paleontological resources assessment to determine the potential impacts to cultural and paleontological resources during the project, which consisted of the retention and rehabilitation of two National Register of Historic Places (NRHP)-listed adobe buildings; reconstruction of a contributing barn that was recently dismantled and stored onsite; removal, offsite relocation, and rehabilitation of a second contributing barn that is extant; and the construction of three new buildings. The project area and vicinity are known to be archaeologically sensitive areas. Cogstone's services included records searches, a Sacred Lands File search from the Native American Heritage Commission (NAHC), a pedestrian survey, and the preparation of a Cultural and Paleontological Resources Assessment Report. Site updates were prepared on California Department of Parks and Recreation (DPR 523) forms for the two previously recorded adobe buildings. The City of San Juan Capistrano was the lead agency under the California Environmental Quality Act (CEQA). Sub to 31871 Camino Capistrano LLC. 2023-ongoing

**University of California Natural Reserve System San Joaquin Marsh Reserve Water Conveyance and Drainage Improvement Project, City of Irvine, Orange County, CA.** Cogstone conducted a cultural and paleontological resources assessment to determine the potential impacts to cultural and paleontological resources for the proposed long-term water management improvements and habitat value of the Marsh Reserve. Services included pedestrian survey, records searches, Sacred Lands File search from the NAHC, background research, subsurface testing, and reporting. Due to the proximity of the project to the San Diego Creek, the project required a Clean Water Act Section 404 permit from the United States Army Corps of Engineers (USACE) and Section 106 National Historic Preservation Act (NHPA) compliance. The University of California acted as the lead CEQA agency and USACE acted as lead agency under the National Environmental Policy Act (NEPA). Sub to Moffat & Nichol. Task Manager and Principal Investigator for Archaeology. 2020-2021

**Well 28 Project, City of Orange, Orange County, CA.** Cogstone conducted a cultural and paleontological resources assessment to determine the potential impacts to cultural and paleontological resources for the proposed construction of a new well and pumping station. Cogstone

conducted records searches, a built environmental survey, background research, and prepared a final report supporting the IS/MND. The study was completed in compliance with CEQA and the Secretary of the Interior's *Standards for Treatment of Historic Properties*. The City of Orange acted as lead agency under CEQA. Sub to EDP Solutions, Inc. Principal Investigator for Archaeology. 2020

**San Juan Hills Green Cathodic Protection Project, City of San Juan Capistrano, Orange County, CA.**

Cogstone conducted cultural and paleontological monitoring and managed Native American monitoring during hydro-vacuuming and bore drilling for installation of cathodes designed to curtail erosion of underground water lines. No cultural or paleontological resources were identified during monitoring. Upon completion of construction, Cogstone prepared a Cultural and Paleontological Resources Monitoring Compliance Report. Task Manager and Principal Investigator for Archaeology. 2020

**Dominguez Bike Path, City of Carson, Los Angeles County, CA.**

Cogstone conducted a cultural and paleontological resources assessment to determine the potential impacts to cultural and paleontological resources during the proposed construction of a 12-foot wide asphalt bike path located on approximately 1.13 linear miles along the northern embankment of the Macco Channel and along the eastern embankment of the Dominguez Channel within the Los Angeles County Flood Control District right-of-way. Cogstone's services included records searches, a Sacred Lands File search from the NAHC, intensive cultural, paleontological, and built environment surveys, and preparation of a Cultural and Paleontological Resources Assessment Report. One historic built-environment resource, a segment of the Dominguez Channel Levee System, was recorded on DPR 523 forms and evaluated for historic significance. The assessment report complied with the requirements of CEQA with the City of Long Beach acting as the lead agency. Due to the possible impacts on waterways, USACE requires Project proponents to obtain a Clean Water Act (CWA) Section 404 permit. The USACE is the lead agency under the CWA and Section 106 of the NHPA. Sub to Geode Environmental. Task Manager and Principal Investigator for Archaeology. 2022

**San Juan Capistrano Memory Care Development Project, City of San Juan Capistrano, Orange County, CA.**

Cogstone conducted cultural and paleontological resources monitoring and managed Native American monitoring during construction of an adult memory care facility with associated parking and exterior lighting. *Payomkawichum Kaamalam* provided Native American monitoring for the project. A total of six ecofacts and one artifact was observed and collected. One artifact was recorded on DPR 523 forms. Upon completion of monitoring, Cogstone prepared a Cultural and Paleontological Resources Monitoring Compliance Report. Sub to Protea Capital Partners. Task Manager and Principal Investigator for Archaeology. 2019-2021

**The Groves Senior Affordable Apartments, City of San Juan Capistrano, Orange County, CA.**

Cogstone provided archaeological and paleontological resources monitoring and documentation services for ground-disturbing activities including clearing and grubbing, soil remediation, site excavation and grading, footing excavations, street widening, utility trenching, and any other required tasks. Cogstone also managed Native American monitoring and scheduling. Cogstone provided an archaeologist who was cross-trained in paleontology to provide substantial cost-savings for the developer. A final Cultural and Paleontological Resources Monitoring Compliance Report was prepared at the conclusion of ground-disturbing activities for the Project. Sub to C&C Development. Task Manager and Principal Investigator for Archaeology. 2020-2022

## EDUCATION

- 2022 Certificate in Historic Preservation, The Boston Architectural College, Boston  
2018 M.A., History (with an emphasis in architecture), California State University, Fullerton  
2012 B.A., History, Minor in Asian-Pacific Studies, California State University, Dominguez Hills

## SUMMARY QUALIFICATIONS

Ms. Lopez is a qualified architectural historian with over five years of experience who meets or exceeds the Secretary of the Interior's *Standards and Guidelines for Architectural History*. Her experience includes architectural history research and surveys with photo documentation and recording of built environment resources for local and federal projects. She has extensive knowledge with Native American consultation, consultation with local and state historical societies, and in the analysis of primary and secondary sources. Ms. Lopez is acknowledged as an approved Architectural Historian by Caltrans and is listed as a Principal Investigator on Cogstone's Bureau of Land Management (BLM) Cultural Resources Use Permit. She is accepted as a Principal Investigator for Architectural History and History by the State Historic Preservation Office (SHPO). Additionally, she is an approved Reader at the Huntington Library by the Los Angeles Office of Historic Resources.

## SELECTED EXPERIENCE

**San Gabriel River Commuter Bikeway and Big Dalton Wash Commuter Bikeway, City of Baldwin Park, Los Angeles County, CA.** Cogstone conducted a cultural and historic built environment resources assessment to determine the potential impacts to cultural and historical resources for the proposed construction of approximately five miles of new bikeway/pedestrian pathway. Services included pedestrian surveys, records searches, a Sacred Lands File search from the Native American Heritage Commission (NAHC), preparation of California Department of Parks and Recreation 523 (DPR 523) forms, National Register of Historic Places (NRHP) eligibility assessments, and reporting. The project required a Section 408 permit from the United States Army Corps of Engineers (USACE) due to the proximity of the federally managed San Gabriel River and tributaries. All work was completed in compliance with Section 106 of the National Historic Preservation Act (NHPA). The City of Baldwin Park acted as lead agency under the California Environmental Quality Act (CEQA). Sub to Infrastructure Engineering Corporation. Architectural Historian. 2020-2021

**City of San Juan Capistrano, In-N-Out 31791 Del Obispo Street, San Juan Capistrano, CA.** Cogstone conducted a Historic Resources Project Review to determine potential impacts to historical resources resulting from the proposed construction of a 3,897 square foot In-N-Out Restaurant with a drive-through and related site improvements on two adjoining lots totaling 1.77 acres. Cogstone's services included a cultural resources records search, built environment survey, updates to existing DPR 523 forms, NRHP eligibility assessments, and preparation of a Historic Resource Project Review Report. Cogstone also reviewed design plans of the proposed commercial building for compatibility with the NRHP-listed Blas Aguilar Adobe and attended an in-person public hearing with the public and the San Juan Capistrano Cultural Heritage Commission. The assessment was completed in compliance with the requirements of CEQA with the City of San Juan Capistrano as the lead agency under CEQA. Architectural Historian. 2021

**Irvine General Plan Update, Phase II, City of Irvine, Orange County, CA.** Cogstone conducted a study to review and summarize available information regarding known paleontological, archaeological, and historical resources within the boundaries of the City of Irvine to support the Phase II update of the City's General Plan. A general analysis of impacts of future projects within the City of Irvine that may adversely affect paleontological, archaeological, or historic resources was provided along with mitigation recommendations. Sub to PlaceWorks. Architectural Historian. 2018-2019

**Well 28 Project, City of Orange, Orange County, CA.** Cogstone conducted a cultural and paleontological resources assessment to determine the potential impacts to cultural and paleontological resources for the proposed construction of a new well and pumping station. Cogstone conducted records searches, a built environmental survey, background research, and prepared a final report supporting the IS/MND. The study was completed in compliance with CEQA and the Secretary of the Interior's *Standards for Treatment of Historic Properties*. The City of Orange acted as lead agency under CEQA. Sub to EDP Solutions, Inc. Architectural Historian. 2020

**Bloomington Affordable Housing Project-Phase III, Community of Bloomington, San Bernardino County, CA.** Cogstone conducted an assessment to determine the potential effects to cultural and paleontological resources resulting from construction of the proposed construction an affordable housing apartment complex and community amenities. Two historic homes, built in 1912 and 1947, within the APE were assessed. The project utilized funding through the United States Department of Housing and Urban Development, and thus the cultural resources work required compliance with Section 106 of the NHPA. Sub to Michael Baker International. Architectural Historian. 2018

**Desert Sage Wellness Center, City of Hemet, Riverside County, CA.** Cogstone completed a NRHP eligibility re-evaluation for a proposed historical ranching line camp on behalf of the California Area Office Indian Health Service. This study was performed pursuant to Section 110 of the NHPA. Services included an archaeological and architectural pedestrian survey, cultural records search, DPR 523 form updates, public outreach, additional research, and reported updates to the California SHPO. Architectural Historian. 2018

**Character Defining Features (CDF) Assessment for Contributing Buildings and Structures at Marine Corps Recruit Depot Parris Island, SC.** Cogstone assessed CDFs for contributing resources to the Mainside Historic District and individually eligible historic properties at Marine Corps Recruit Depot Parris Island, South Carolina. The study was conducted to determine which elements of the buildings and structures of the historic district were CDFs for the elements that are eligible for the NRHP. The assessment satisfied Section 110 of the NHPA and will assist the United States Marine Corps with the management of their historic properties. Prime. Architectural Historian. 2017-2020

**Faith Home/Garner Road Connection Project, Caltrans District 10, Stanislaus County, CA.** Cogstone conducted a cultural and paleontological resources assessment to determine the potential impacts to cultural and paleontological resources within or adjacent to the construction of a four-lane one-mile expressway. Services included cultural and paleontological records searches, background research, a Sacred Lands File search from the NAHC, Native American consultation, intensive pedestrian survey, and DPR 523 forms. Cogstone prepared an Archaeological Survey Report (ASR), Historic Property Survey Report (HPSR), Historic Resources Evaluation Report (HRER), and Paleontological Identification Report and Paleontological Evaluation Report (PIR/PER). Sub to Environmental Intelligence. Architectural Historian. 2019

**Rhode Island Historical Resource Archive of Melville Naval Historic District and United States Naval Hospital, Newport Historic District, Naval Station Newport, RI.** Cogstone completed Rhode Island Historical Resources Archive (RIHRA) documentation of the Melville Naval Historic District and the United States Naval Hospital Newport Historic District, at Naval Station (NAVSTA) Newport, Newport, Rhode Island. Prime. Architectural Historian. 2016-2018



## EDUCATION

1990 M.A., Anthropology (Biological), University of California, Los Angeles  
1985 B.A., Anthropology (Physical), California State University, Northridge

## SUMMARY OF QUALIFICATIONS

Mr. Scott is a professional vertebrate paleontologist with over 38 years of experience in paleontological mitigation, fieldwork, curation, and research. He is emeritus paleontology curator at the San Bernardino County Museum, an adjunct instructor at California State University, San Bernardino, and a research associate of the Natural History Museum of Los Angeles County and the La Brea Tar Pits and Museum. Mr. Scott is a 30+ year member of the Society of Vertebrate Paleontology, an international society of professional scientists where he currently serves on the Government Affairs Committee. He also holds membership in the Geological Society of America and other professional societies. He has published over 40 research articles in professional scientific journals.

## SELECTED EXPERIENCE

**Purple Line Extension (Westside Subway) Sections 1 and 2 Construction Management, Los Angeles County Metropolitan Transportation Authority, Los Angeles, Los Angeles County, CA.** The project involves construction of seven stations from the existing Purple Line at Wilshire/Western Avenue along Wilshire Boulevard to the Veterans Administration Hospital in Westwood for 8.6 miles. Cogstone manages all paleontological services for Sections 1 and 2 of the subway project including budgets, Workers Environmental Awareness Program (WEAP) training, monitoring, fossil recovery, fossil preparation, identification, cataloguing curation with the Natural History Museum of Los Angeles County, and reporting. Sub to JV West (Stantec/Jacobs JV; Section 1), AECOM (Section 2). Principal Paleontologist. 2017-*ongoing*

**Irvine General Plan Update - Phase II, City of Irvine, Orange County, CA.** Cogstone conducted a study to review and summarize available information regarding known paleontological, archaeological, and historical resources within the boundaries of the City of Irvine to support the Phase II update of the City's General Plan. A general analysis of impacts of future projects within the City of Irvine that may adversely affect paleontological, archaeological, or historic resources was provided along with mitigation recommendations. Sub to PlaceWorks. Paleontology QA/QC. 2018-2019

**Environmental and Biological Support Services for Transportation Improvement, Caltrans District 1, Lake, Mendocino, Humboldt, and Del Norte Counties, CA.** Cogstone was the paleontological consultant for improvement projects in rural areas of Northern California. Proposed improvements have included bridge rehabilitations and the lane widening of unsafe roads. Cogstone has completed and submitted combined Paleontological Identification Reports (PIR) and Paleontological Evaluation Reports (PER) for the following projects: Elk Creek Bridge on State Route 1 Improvement, Three Bridges on State Route 36, South Eel River Bridge on State Route 162, Carlotta Curve on State Route 36, Gualala Shoulders and Rumble Strips on State Route 1, Albion Bridge Replacement/Rehabilitation on State Route 1, and Salmon Creek Bridge Replacement. All projects were completed in compliance with state and federal environmental requirements because of the use of state funds. Caltrans was the lead agency for this project under CEQA and NEPA. Sub to ICF. Task Manager. 2019-*ongoing*

**Deep Soil Mixing Pilot Project, Community of Pacific Palisades, Los Angeles County, CA.** As part of an on-call contract with the Los Angeles Bureau of Engineering (LABOE), Cogstone provided cultural and paleontological resources monitoring as well as managed Native American monitoring during ground-disturbing activities. The City of Los Angeles was the lead agency under CEQA. Monitoring for the Project was conducted in compliance with the Contingency Plan conditions for the Coastal

Development Permit (CDP) from the California Coastal Commission (CCC). No cultural or paleontological resources were identified. No further work was necessary. Sub to ICF. Principal Investigator for Paleontology. 2020

**Hilltop and Euclid Mixed-Use Project, City of San Diego, San Diego County, CA.** Cogstone conducted paleontological resources monitoring during excavations for the proposed construction of 20 single-family residences, 27 two-story townhome residences, 113 affordable apartment units, a parking garage, and approximately 8,300 square feet of commercial space. No paleontological resources were identified during excavation and Cogstone prepared a Paleontological Resources Monitoring Compliance Report at the completion of ground disturbance for the project. Sub to Birdseye Planning Group, LLC. Task Manager. 2020-2022

**I-5 HOV Lane Expansion Project, SR-73 to Oso Pkwy, Caltrans District 12, Orange County, CA.** Cogstone produced a Paleontological Mitigation Plan (PMP) to identify and evaluate any resources that may be affected by the widening of the I-5 between SR-73 and Oso Parkway, to assess any potential impacts to significant resources, and to recommend mitigation measures. The PMP identified paleontologically sensitive areas within the project area, the organization and responsibilities of the paleontological team, the responsibilities of other parties and the treatment and communications procedures to be implemented if paleontological resources are encountered during the project. Sub to ECORP Consulting. Task Manager and report author. 2017

**I-10/Grove Avenue Corridor Project, Caltrans District 8, City of Ontario, San Bernardino County, CA.** Cogstone produced a combined PIR/PER and PMP to assess and plan for the potential for impacting fossil resources during proposed improvements to Grove Avenue south of Interstate 10. The proposed improvements included the widening of Grove Avenue from a four-lane roadway to a six-lane roadway from 4th Street to State Street/Airport Drive. The City of Ontario acted as the lead agency under CEQA and the National Environmental Policy Act (NEPA). Sub to Parsons. Paleontology QA/QC. 2017

**State Route 60 Truck Lanes Project, Caltrans District 8, City of Banning, Riverside County, CA.** The Riverside County Transportation Commission (RCTC), in cooperation with Caltrans, proposed to construct an eastbound truck-climbing lane and westbound truck-descending lane – along with inside and outside standard shoulders in both directions. The total length of the project is 4.51 miles. A combined PIR/PER found a high likelihood for this project to impact paleontological resources. Mitigation measures included a PMP which included requiring a paleontological WEAP training, signed repository agreement with the San Bernardino County Museum to establish a curation process, monitoring by a principal paleontologist, and defined standard field and laboratory methods. Cogstone provided paleontological resources monitoring during ground disturbing construction activities. Cogstone also conducted fossil salvage, identification, and stabilization. At the end of construction, Cogstone prepared a Paleontological Resources Monitoring Report. Caltrans was the lead agency under NEPA and CEQA. Sub to ECORP. Task Manager. 2019-2023

**Gates Canyon Stormwater Capture Project, Unincorporated area of Calabasas, Los Angeles County, CA.** Cogstone conducted cultural and paleontological resources monitoring for 31 days during proposed improvements to Gates Canyon Park that will allow the capture and storage of stormwater runoff from an adjacent 105-acre residential area. Monitoring complied with program mitigation measures and as defined by the County of Los Angeles, Department of Public Works (LACDPW), Project Management Division II. LACDPW was the project proponent and acted as the lead agency under CEQA. Sub to Aspen Environmental. Task Manager. 2019

#### **EDUCATION**

- 2009 M.A., Anthropology, Kent State University, Kent, Ohio  
2006 B.A., Anthropology, Ohio State University, Columbus, Ohio

#### **SUMMARY QUALIFICATIONS**

Ms. Valasik serves as Cogstone's CEO and CFO and helps guide the vision and direction of Cogstone. She has been with the company since 2009 and has helped transition Cogstone from sole ownership to multiple owners with an active board of directors. Ms. Valasik is a Registered Professional Archaeologist (RPA) with more than 14 years of experience. She is a skilled professional who is well-versed in the compliance procedures of the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), and Sections 106 and 110 of the National Historic Preservation Act (NHPA) and regularly prepares cultural resources assessment reports for a variety of federal, state, and local agencies throughout California. Ms. Valasik has managed a variety of projects at Cogstone in the water, transportation, energy, development, and federal sectors. She meets the qualifications required by the Secretary of the Interior's *Standards and Guidelines for Archaeology and Historic Preservation*. She is accepted as a Principal Investigator for prehistoric archaeology by the State Historic Preservation Office (SHPO) and is listed as a Principal Investigator on Cogstone's Bureau of Land Management (BLM) Cultural Resource Use Permit.

#### **SELECTED PROJECTS**

**Camino Capistrano Mixed-Use Project, City of San Juan Capistrano, Orange County, CA.** Cogstone conducted a cultural and paleontological resources assessment to determine the potential impacts to cultural and paleontological resources during the project, which consisted of the retention and rehabilitation of two National Register of Historic Places (NRHP)-listed adobe buildings; reconstruction of a contributing barn that was recently dismantled and stored onsite; removal, offsite relocation, and rehabilitation of a second contributing barn that is extant; and the construction of three new buildings. The project area and vicinity are known to be archaeologically sensitive areas. Cogstone's services included records searches, a Sacred Lands File search from the Native American Heritage Commission (NAHC), a pedestrian survey, and the preparation of a Cultural and Paleontological Resources Assessment Report. Site updates were prepared on California Department of Parks and Recreation (DPR 523) forms for the two previously recorded adobe buildings. The City of San Juan Capistrano was the lead agency under the California Environmental Quality Act (CEQA). Sub to 31871 Camino Capistrano LLC. Principal Archaeologist. 2023-ongoing

**City of San Juan Capistrano, In-N-Out 31791 Del Obispo Street, San Juan Capistrano, CA.** Cogstone conducted a Historic Resources Project Review to determine potential impacts to historical resources resulting from the proposed construction of a 3,897 square foot In-N-Out Restaurant with a drive-through and related site improvements on two adjoining lots totaling 1.77 acres. Cogstone's services included a cultural resources records search, built environment survey, updates to existing DPR 523 forms, National Register of Historic Places (NRHP) eligibility assessments, and preparation of a Historic Resource Project Review Report. Cogstone also reviewed design plans of the proposed commercial building for compatibility with the NRHP-listed Blas Aguilar Adobe and attended an in-person public hearing with the public and the San Juan Capistrano Cultural Heritage Commission. The assessment was completed in compliance with the requirements of CEQA with the City of San Juan Capistrano as the lead agency under CEQA. Project Manager. 2021

**San Gabriel River Commuter Bikeway and Big Dalton Wash Commuter Bikeway, City of Baldwin Park, Los Angeles County, CA.** Cogstone conducted a cultural and historic built environment resources assessment to determine the potential impacts to cultural and historical resources for the proposed construction of approximately five miles of new bikeway/pedestrian pathway. Services included pedestrian surveys, records searches, a Sacred Lands File search from the NAHC, preparation of DPR 523 forms, NRHP eligibility assessments, and reporting. The project required a

Section 408 permit from the United States Army Corps of Engineers (USACE) due to the proximity of the federally managed San Gabriel River and tributaries. All work was completed in compliance with Section 106 of the NHPA. The City of Baldwin Park acted as lead agency under CEQA. Sub to Infrastructure Engineering Corporation. Project Manager. 2020-2021

**San Juan Hills Green Cathodic Protection Project, City of San Juan Capistrano, Orange County, CA.**

Cogstone conducted cultural and paleontological monitoring and managed Native American monitoring during hydro-vacuuming and bore drilling for installation of cathodes designed to curtail erosion of underground water lines. No cultural or paleontological resources were identified during monitoring. Upon completion of construction, Cogstone prepared a Cultural and Paleontological Resources Monitoring Compliance Report. Project Manager. 2020

**1874 Alisos Avenue Project, City of Laguna Beach, Orange County, CA.**

The purpose of this study was to determine whether the construction of a building site for a single-family residence had the potential to impact cultural or paleontological resources. Cogstone conducted record searches, a Sacred Lands File Search (SLF) from the Native American Heritage Commission (NAHC), background research, a pedestrian survey, and produced an assessment. Project Manager. 2019

**Lake Forest General Plan Update, City of Lake Forest, Orange County, CA.**

Cogstone conducted a study to review and summarize available information regarding known paleontological, archaeological, and historical resources to guide long-term growth, maintenance, preservation, and decision-making in the city over the next 20-plus years. Services included record searches, background research, and an SLF search from the NAHC. A general analysis of impacts of future projects within the City of Lake Forest that may adversely affect paleontological, archaeological, or historic resources was provided along with mitigation recommendations. Sub to De Novo Planning Group. Principal Investigator for Archaeology. 2018-2019

**Irvine General Plan Update, Phase II, City of Irvine, Orange County, CA.**

Cogstone conducted a study to review and summarize available information regarding known paleontological, archaeological, and historical resources within the boundaries of the City of Irvine to support the Phase II update of the City's General Plan. A general analysis of impacts of future projects within the City that may adversely affect paleontological, archaeological, or historic resources was provided along with mitigation recommendations. Sub to PlaceWorks. Principal Archaeologist. 2018-2019

**Venta Spur Trail Bicycle and Pedestrian Bridge over SR-133 Project, Caltrans D12, City of Irvine, Orange County, CA.**

The City of Irvine, in cooperation with Caltrans, proposed to construct a separated Class I bicycle and pedestrian overcrossing connecting the trail across SR-133 and Marshburn Channel. Cogstone conducted extensive review of existing literature and historical maps, review of a record search conducted at the SCCIC, Native American consultations, an intensive pedestrian survey, and a geoarchaeological analysis to identify and evaluate archaeological, paleontological, and historical resources that may be affected by the project. Technical reports included an Archaeological Survey Report (ASR), a Historical Resources Compliance Report (HRCR), and a combined Paleontological Identification and Evaluation Report. Sub to Michael Baker International. Task Manager and Principal Investigator for Archaeology. 2018-2019

**River Street Marketplace, City of San Juan Capistrano, Orange County, CA.**

Cogstone conducted a cultural and paleontological resources assessment to determine the potential effects to cultural and paleontological resources resulting from the construction of 64,900 square feet of proposed commercial and office space, along with associated improvements. The project area consisted of five buildings and was located on a 5.6-acre property occupied by the Ito Nursery which has been in operation since 1970. Cogstone's services included cultural and paleontological records searches, an SLF search from the NAHC, intensive pedestrian survey, and the preparation of a combined Cultural and Paleontological Resources Assessment Report. Sub to PlaceWorks. Principal Investigator for Archaeology. 2018

**EDUCATION**

2014 M.S., Geology, California State University, Fullerton (CSUF)  
2010 B.S., Geology, CSUF

**SUMMARY OF QUALIFICATIONS**

Ms. Vreeland is a skilled paleontologist with over 11 years of experience in field paleontology. Her field and laboratory experience includes fieldwork and research projects throughout California and Nevada, as well as conducting fieldwork and surficial geologic mapping in Montana. She has expertise in invertebrate paleontology and paleoecology. Ms. Vreeland was a Paleontology Supervisor at Cogstone from 2020 to 2022 and has supervised projects throughout California, including several Caltrans projects, residential development projects, and industrial development projects. She has authored and co-authored numerous paleontological assessments, mitigation plans, and monitoring compliance reports. Ms. Vreeland is a member of the Society of Vertebrate Paleontology, the Geological Society of America, and the Paleontological Society.

**SELECTED EXPERIENCE**

**L'Aventure Winery Cave Expansion Project, San Luis Obispo County, CA.** Cogstone conducted a paleontological resources assessment to determine the potential impacts to paleontological resources from the proposed construction of a new underground wine cave tunnel connection and portal from the existing wine cave on site. The proposed cave depth will be approximately 48.62 feet and the existing cave floor at the new proposed connection will be 1,087.78 feet. Excavation for the project will be completed by drilling below the surface. Cogstone's services included a paleontological records search and a Paleontological Resources Assessment Letter Report. A paleontological resources Workers Environmental Awareness Program (WEAP) training will be provided to all construction personnel prior to excavation for the project. Since most of the ground disturbance will be below the surface using drilling, a pedestrian survey was not warranted for this assessment. San Luis Obispo County was the lead agency under the California Environmental Quality Act (CEQA). Prime. Task Manager and Principal Investigator for Paleontology. 2023-ongoing

**Camino Capistrano Mixed-Use Project, City of San Juan Capistrano, Orange County, CA.** Cogstone conducted a cultural and paleontological resources assessment to determine the potential impacts to cultural and paleontological resources during the project, which consisted of the retention and rehabilitation of two National Register of Historic Places (NRHP)-listed adobe buildings; reconstruction of a contributing barn that was recently dismantled and stored onsite; removal, offsite relocation, and rehabilitation of a second contributing barn that is extant; and the construction of three new buildings. The project area and vicinity are known to be archaeologically sensitive areas. Cogstone's services included records searches, a Sacred Lands File search from the Native American Heritage Commission (NAHC), a pedestrian survey, and the preparation of a Cultural and Paleontological Resources Assessment Report. Site updates were prepared on California Department of Parks and Recreation (DPR 523) forms for the two previously recorded adobe buildings. The City of San Juan Capistrano was the lead agency under CEQA. Sub to 31871 Camino Capistrano LLC. Principal Investigator for Paleontology. 2023-ongoing

**William Mason Regional Park Improvements Project, City of Irvine, Orange County, CA.** Cogstone provided cultural and paleontological resources services during improvements to the park entry driveway and roadways. Cogstone's services included record searches for cultural and paleontological resources, a WEAP training, a reconnaissance level survey of the project area, and paleontological and cultural resources monitoring during ground disturbing activities. Cogstone also developed a Temporary Stop and Redirection of Work Procedures Manual prior to construction, and prepared a

Cultural and Paleontological Resources Monitoring Compliance Report when construction was completed. Sub to Bitech Construction Co., Inc. Paleontology Supervisor. 2022

**Harley Knox Industrial Development, City of Perris, Riverside County, CA.** Cogstone conducted a cultural and paleontological resources assessment to determine the potential impacts to cultural and paleontological resources during the ground-disturbing activities associated with the construction of a 143,168 square foot industrial building with associated landscaping, parking, and drive aisles. Cogstone conducted cultural and paleontological records searches, background research, a Sacred Lands File search from the NAHC, an intensive-level pedestrian survey, and prepared a Cultural and Paleontological Resources Assessment Report. The study was completed in compliance with CEQA with the City of Perris acting as the lead agency. Sub to Lake Creek Industrial, LLC. Paleontologist. 2021-2022

**Overland Cherry Valley, Riverside County, CA.** Cogstone conducted a cultural resources assessment to determine the potential impacts to cultural resources during the construction of two drive-through restaurants totaling 5,384 square feet, a gas service station with convenience store and car wash, and 7,709 square feet of commercial retail space. Additionally, Cogstone prepared a Paleontological Resources Impact Mitigation Program (PRIMP) to provide a management plan for paleontological resources for the project. Cogstone conducted a cultural resources records search, background research, requested a Sacred Lands File search from the NAHC, consultations with local historical societies, an intensive-level pedestrian survey, recorded two historic archaeological sites on DPR 523 forms, and prepared a Phase I Cultural Resources Assessment Report. The study was completed in compliance with CEQA with the County of Riverside acting as the lead agency. Sub to Overland Development Company. Paleontologist. 2021-2022

**Paramount Estates Master Drainage Plan – Line C, Riverside County Flood Control and Water Conservation District, Riverside County, CA.** Cogstone conducted a cultural and paleontological resources assessment to determine the potential impacts to cultural and paleontological resources during the modifications associated with the Sunnyslope Channel which involves removing approximately 250 linear feet of the existing channel and replacing a reinforced concrete box culvert (RCB) with associated transition walls and the installation of a 36-inch underground storm drain and connection to the new Sunnyslope Channel RCB. In addition, Cogstone prepared a Paleontological Resources Impact Mitigation Program (PRIMP) to provide a management plan for paleontological resources for the project. Cogstone conducted cultural and paleontological records searches, an intensive-level pedestrian survey, background research, requested a Sacred Lands File search from the NAHC, and conducted consultations with local historical societies. The study was completed in compliance with CEQA with the Riverside County Flood Control and Water Conservation District acting as the lead agency. Additionally, Cogstone provided a WEAP training prior to construction and will provide paleontological resources monitoring during ground disturbing construction activities for the project. A Paleontological Resources Monitoring Compliance Report will be prepared at the conclusion of ground disturbing activities requiring monitoring for the Project. Prime. Paleontologist/Paleontology Supervisor. 2021-*ongoing*

**Purple Line Extension (Westside Subway) Sections 1 and 2 Construction Management, Los Angeles County Metropolitan Transportation Authority, Los Angeles, Los Angeles County, CA.** The project involves construction of seven stations from the existing Purple Line at Wilshire/Western Avenue along Wilshire Boulevard to the Veterans Administration Hospital in Westwood for 8.6 miles. Cogstone manages all paleontological services for Sections 1 and 2 of the subway project including budgets, WEAP training, monitoring, fossil recovery, fossil preparation, identification, cataloguing curation with the Natural History Museum of Los Angeles County, and reporting. Sub to JV West (Stantec/Jacobs JV; Section 1), AECOM (Section 2). Paleontology Supervisor. 2020-*ongoing*



## EDUCATION

- ▶ MESM, Master of Environmental Science and Management  
Donald Bren School of Environmental Science and Management  
University of California, Santa Barbara
- ▶ BS, Science - Ecology and Systematic Biology  
California Polytechnic State University, San Luis Obispo

## REGISTRATIONS/CERTIFICATIONS

- ▶ Certified Professional in Stormwater Quality (CPSWQ)
- ▶ QSD / QSP Certified

## AFFILIATIONS

- ▶ BIA/Orange County
- ▶ National Association of Environmental Professionals
- ▶ Urban Land Institute
- ▶ U.S. Green Building Council

FEI TEAM MEMBER SINCE 2001

FEI PRINCIPAL SINCE 2011

## IAN ADAM, MESM, CPSWQ, QSD

TITLE Vice President, Specialty Practices/Stormwater Manager | OFFICE Irvine, CA

Ian is Vice President, Specialty Practices and Fuscoe's Stormwater Management team leader. His specialty is water resources, with an emphasis in water quality regulations, sea-level rise policy, Clean Water Act Citizen Suits and resource agency negotiation. Since joining Fuscoe in 2001, Ian has served as an effective leader and technical resource for numerous projects and clients.

For the past decade, Ian's experience with local and regional professional thoroughbred stabiling operations has led to him to become an expert on CAFO NPDES permitting, including the negotiation of unique individual permits with the top management levels of all three Southern California Regional Water Quality Control Boards (San Diego, Santa Ana and Los Angeles). Ian has also worked extensively in the California Coastal Zone, processing Coastal Development Permits, addressing Sea-Level Rise technically and politically, and working in partnership with Coastal Staff on individual projects, Specific Plans and Local Coastal Programs. Through this experience, Ian is uniquely trained to address complex drainage and water quality projects for both public and private clients, especially those needing site-specific solutions, multi-phased schedules and high-level regional board involvement. For the past two years, Ian has been assisting local municipalities and counties on regional stormwater improvement projects, including both feasibility and final design.

Ian has worked on over 60 General Plan Updates and Specific Plans throughout California to assist municipalities and developers with infrastructure assessments, zoning approvals, EIR technical support and long term capital improvement planning, including:

- ▶ City of Santa Ana General Plan Update
- ▶ Doheny Village Specific Plan
- ▶ City of Westminster General Plan Update
- ▶ City of Fountain Valley General Plan
- ▶ City of Long Beach, Long Beach Southeast Area Specific Plan
- ▶ City of Bellflower TOD Specific Plan



## EDUCATION

- ▶ MS, Civil Engineering, California State University, Long Beach
- ▶ BS, Civil Engineering, California State University, Long Beach

## REGISTRATIONS/CERTIFICATIONS

- ▶ PE CA#52976
- ▶ QSP/D CA #20169
- ▶ Coastal Engineering Certificate, Old Dominion University, VA

## AFFILIATIONS

- ▶ American Society of Civil Engineers (ASCE)

FEI TEAM MEMBER SINCE 2013

## SUSAN WILLIAMS, PE, MS, QSD/P

TITLE Associate Project Manager | OFFICE Irvine, CA

Susan has 23+ years of progressive experience in the civil engineering field of water resources for land development and public works. She is a very conscientious and responsible senior engineer who acts as a central design team leader. Susan is highly proficient in designing the layout of project drainage facilities using applicable design standards, agency processing requirements and client expectations. Her specialties include drainage design (hydrology, hydraulics, stormwater) and preparation of H&H reports (including Drainage Reports, SWDR, WQMP, SWPPP, SUSMP) and construction plans (PS&E). She also has expertise in sewer and water design as well as preparation of hydraulic calculations, report and construction plans. Susan ensures quality of design and implements new ideas through communication, teamwork, supervision, participation, plan reviews and training/coaching/mentoring of junior staff.

Susan has provided services for numerous Southern California projects, including Newport Villas at Fashion Island in Newport Beach, Ava Little Tokyo Mixed-Use, Wilshire La Brea Mixed-Use and Jordan Downs Master Plan in Los Angeles, Dana Point Harbor Revitalization Plan, Park Place Apartments in Irvine, The Madison Apartments in Santa Ana, 1415 5th Street Mixed-Use project in Santa Monica, Arrow Highway Specific Plan in Glendora, Arbor Green Affordable Apartments in Carson, Catalina Island's new Trailhead Center, Temecula Twelve Oaks Mixed-Use project and The Groves Master Plan in Whittier, among many others.

### Sue's relevant projects include:

- ▶ City of Laguna Niguel Town Center Hydrology Study
- ▶ City Fountain Valley Mile Square Park Hydrology Report
- ▶ City of Marina del Rey Wetland Park Hydrology Report
- ▶ SEED LA Charter Boarding School Hydrology & Hydraulic Calculations
- ▶ The Groves Whittier Master Plan Hydrology & Hydraulic Report
- ▶ The Enclave Simi Valley Hydrology & Hydraulic Report
- ▶ Safe Landing West Athens Los Angeles Hydrology & Hydraulics Calculations
- ▶ Carson Arbor Green Hydrology Report
- ▶ Culver City Garden of Solomon Hydrology Study



# Mike Dickerson Jr., INCE

## Principal

Mike has a passion for the science of sound and vibration and has worked professionally in acoustical engineering since 2002. He received his Bachelor of Science degree in Physics, emphasizing in acoustics from Brigham Young University in Utah. He is currently a member of the Institute of Noise Control Engineers (INCE). Motivated by professional growth and opportunity, Mr. Dickerson formed his own acoustical engineering firm, MD Acoustics in 2012.

Mr. Dickerson's versatile experience includes leading and assisting in the design and review of many facets of acoustical engineering and air quality projects, including but not limited to air/noise assessments, ceiling/floor assembly design, architectural design, acoustical product design, vibration analysis and noise mitigation strategies.

Prior to starting his own consulting firm, Mr. Dickerson worked for Sony Entertainment, Parsons, and RK Engineering. He has successfully completed over 2,200 acoustical/air quality assessment reports for various engineering companies, municipalities and other agencies (both public and private). His strategic project planning and cost effective management solutions enabled him to excel in the field of Acoustics and project management.

In 2011, Mr. Dickerson was asked to present a paper at the Acoustical Society of America Seattle, Washington Conference on his research and work on noise and vibration in Cockpit.

## SUMMARY OF EXPERIENCE

**County of Orange General Plan Noise Element Update Acoustical Study,**  
Orange County, CA

**San Jacinto General Plan Noise Element Update Acoustical Study,**  
San Jacinto, CA

**Mission Viejo General Plan Noise Element Update Acoustical Study**  
City of Mission Viejo, CA

**Gas Station and Convenience Store Acoustical Study**  
City of Laguna Woods, CA

**AT&T CELL2018-020 Emergency Generator Acoustical Study,**  
City of Aliso Viejo, CA

**T-Mobile Wood Canyon Acoustical Study,** City of Aliso Viejo, CA

**SOCRE Public Utilities Acoustical Study,** City of San Juan Capistrano, CA

**Great Scott Tree Service Facility Acoustical Study,**  
City of Lake Forest, CA

**Hampton Inn Hotel Acoustical Study,**  
City of Santa Ana, CAZ

**The Bungalows Acoustical Study,**  
City of Huntington Beach, CA

**Tyler Valley Metro Multi-Family Development Acoustical Study,** City of El Monte, CA

**Mobile Gas Station Acoustical Study,**  
City of Glendale, CA

**Nice Life Studios Acoustical Study,**  
City of Glendale, CA

**1501 Brand Blvd Express Car Wash,**  
City of Glendale, CA

**Glendale Land Use and Circulation Element Noise Study,** City of Glendale, CA

**T-Mobile Emergency Generator Acoustical Study,**  
City of Irvine, CA

**Automated Express Wash,** City of Alhambra, CA

**141st and Normandie Townhomes Project, Noise,** City of Gardena, CA

**AT&T Emergency Generator Noise Study,**  
City of Aliso Viejo, CA

**141<sup>st</sup> Street GPA/ZC Noise Study,** City of Gardena, CA



## EDUCATION

**Brigham Young University**  
B.S., Physics (Acoustics), 2005

## PROFESSIONAL MEMBERSHIPS/ REGISTRATIONS

Institute of Noise Control Engineers (INCE)  
Acoustical Society of America (ASA)  
BYU Acoustic Research Group  
Association of Environmental Planners (AEP)



De Novo Planning Group

A Land Use Planning, Design, and Environmental Firm

# Claire Pincock, Member INCE-USA

## Acoustical Consultant

Claire Pincock graduated from Brigham Young University in the top 5% of her graduating class with a Bachelor of Science degree in Applied Physics with an emphasis in acoustics and a minor in Mathematics. Before joining MD Acoustics, she was a research assistant at BYU. Her research was focused on speech acoustics, specifically on how speech radiates from the mouth. <https://www.physics.byu.edu/thesis/archive/2017>



In 2017, Claire presented her research with Dr. Timothy Leishman on speech directivity at the Acoustical Society of America, spring Boston conference where she placed 2nd in the student competition on speech acoustics.

<http://asa.scitation.org/doi/abs/10.1121/1.4987652>

This research is also presented in the following paper published in the Journal of the Acoustical Society of America in 2021:

<https://asa.scitation.org/doi/10.1121/10.0003363>

## SUMMARY OF EXPERIENCE

### EDUCATION

**Brigham Young University**  
**B.S., Physics (Acoustics), 2017**

### PROFESSIONAL MEMBERSHIPS/ REGISTRATIONS

Institute of Noise Control Engineers  
(INCE)  
Acoustical Society of America (ASA)  
BYU Acoustic Research Group  
Association of Environmental Planners  
(AEP)

- Vineland Gas Station and Car Wash, Los Angeles, CA
- Lab 5 Soccer Complex, Gardena, CA
- Van Buren Blvd Express Car Wash, Riverside, CA
- Broadway Gas Station and Car Wash, Los Angeles, CA
- Clinton Keith Service Station and Car Wash, Murrieta, CA
- Old Middlefield Car Wash, Mountain View, CA
- Riverside Car Wash and Retail, Jurupa Valley, CA
- Estrella Commons Residential Development, Goodyear, AZ
- Blackstone & McKinley Multi-Family Development, Fresno, CA
- Haven at 26<sup>th</sup> Mixed Residences, Rancho Cucamonga, CA
- Berylwood Park Skatepark, Simi Valley, CA
- Marshalls – Del Amo Plaza, Torrance, CA
- Desert Land Ventures, Desert Hot Springs, CA
- Pico Blvd Multi-Family Development Cat32, Los Angeles, CA
- Cyrus One Trane Chillers, Chandler, AZ
- Baypoint Preparatory Academy, San Jacinto, CA
- Amani Apartments, Los Angeles, CA
- Santa Rosa Apartments, Santa Rosa, CA
- Kawana Springs Apartments, Santa Rosa, CA
- Jillson and Harbor Residential Developments, Commerce, CA
- Adams Boulevard Car Wash and Service Station, Los Angeles, CA
- Southeast Regional Soccer Park, Fresno, CA
- Pico and Fox Hill Restaurant, Los Angeles, CA
- Market Sciortino Rance Center Development, Brentwood, CA
- Hyssop Drive Warehouse, Rancho Cucamonga, CA
- Pavilion Plaza West, Garden Grove, CA
- Merced Snelling Road, Snelling, CA





## CITY OF LOMITA CITY COUNCIL REPORT

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

**FROM:** Ryan Smoot, City Manager

**PREPARED BY:** Brianna Rindge, AICP, Community & Economic Development Director

**MEETING DATE:** May 2, 2023

**SUBJECT:** Discussion and Consideration of Zone Text Amendment Updating Regulations Regarding the Keeping of Hen Chickens Within the A-1 (Agriculture, Noncommercial) and R-1 (Single-Family Residential) Zones

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### **RECOMMENDATION**

After the City Attorney reads the title of the ordinance, accept the recommendation of the Planning Commission and introduce on first reading an ordinance amending Lomita's Municipal Code Article 30 (Residential Zones) to Update Regulations Regarding the Keeping of Hen Chickens Within The A-1 (Agriculture, Noncommercial) and R-1 (Single-Family Residential) Zones; find the project is categorically exempt from the California Environmental Quality Act; and direct staff to schedule the second reading and adoption of the ordinance.

### **BACKGROUND**

Decades ago, the R-1 (Single Family Residential) Zone and the A-1 (Agriculture, Non-Commercial) Zone had different characteristics. The development standards of the Lomita Municipal Code (LMC) have changed slowly over time to the point that, now, development standards are the same for A-1 as they are for R-1 (LMC § 11-1.30.02). The only difference between the permitted uses in the A-1 and R-1 Zones is as follows (LMC § 11-1.30.01).

- Farm pets (as defined by LMC § 11-1.15.06(F)) are permitted only in the A-1 Zone, by right.
- Nursery stock and private tennis clubs are permitted only in the A-1 Zone, through Conditional Use Permit only with Planning Commission approval.

City staff receives numerous calls weekly from residents requesting the keeping of chickens, and to date, no complaints about others' chickens.

On April 10, 2023, Planning Commission unanimously recommended adoption of the draft ordinance (Attachment 1; redline version provided as Attachment 2).

## **ANALYSIS**

Staff conducted a survey of other Los Angeles County jurisdictions to determine the common requirements for raising chickens for personal use in residential areas. After reviewing the municipal codes of 19 other cities, staff observed several common themes:

- Allowance in residential;
- The number of chickens permitted per property; and
- Chicken coop distance from dwellings, restaurants, and other sensitive uses.

Staff proposes an ordinance to allow hens only (no roosters, which are known to create noisy interruptions) within the R-1 district in the same manner as the A-1 district. It cleans up the code by providing coop size and distance specifications to reduce the potential for problems between neighbors. The draft does not allow coops to be visible from the public right-of-way except on corner lots which may have a separating wall or fence. In addition, the proposed ordinance requires a minimum 35' distance from any street curb. The ordinance requires 50' distance from any commercially zoned lot, hospital, or school. **The provisions of the draft ordinance represent a conservative allowance of chickens as compared to the surveyed cities.**

Compliance will be strictly enforced by Code Enforcement.

## **CEQA**

The project is categorically exempt under State CEQA Guidelines Section 15301 (Existing Facilities) because the actions identified in the ordinance are limited to allowing by right certain backyard chickens in a residential zone. The program would result in a negligible expansion of residential uses. Alternatively, the adoption of this ordinance is exempt from CEQA because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. (State CEQA Guidelines, § 15061(b)(3).)

## **PUBLIC NOTICE**

Notices of this hearing dated April 18, 2023 were published in the Daily Breeze Newspaper and posted at City Hall and Lomita Park.

## **OPTIONS:**

1. Introduce the ordinance on first reading as recommended by the Planning Commission.
2. Introduce the ordinance on first reading with amendments.
3. Do not approve the first reading of the ordinance.
4. Provide staff alternative direction.

**ATTACHMENTS**

1. Draft Ordinance
2. Redline

Reviewed by:

*Gary Sugano*

---

Gary Y. Sugano  
Assistant City Manager

Approved by:

*Ryan Smoot*

---

Ryan Smoot  
City Manager

Reviewed by:

*Brianna Rindge*

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Brianna Rindge, AICP  
Community & Economic Development Director

**ORDINANCE NO. XX**

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

**Section 1. Recitals**

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

**Section 2. General Plan**

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

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

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

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

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

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

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

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

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

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

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

### **Section 3. Environmental Review**

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

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

**THE CITY COUNCIL OF THE CITY OF LOMITA HEREBY ORDAINS AS FOLLOWS:**

**Section 4. Zoning Amendments**

Based on the foregoing, the City Council hereby approves of the following amendments to the Lomita Municipal Code:

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

(e) The coop shall be located at least fifteen (15) feet from any property line.

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

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

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

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

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

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

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

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

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

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

## **Section 5.**

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance or any part hereof is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of this ordinance or any part thereof. The City Council of the City of Lomita hereby declares that it would have passed each section,

subsection, subdivision, paragraph, sentence, clause, or phrase hereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared invalid.

**Section 6. Effective Date**

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

PASSED, APPROVED, AND ADOPTED this 16th day of May, 2023.

\_\_\_\_\_  
Barry Waite, Mayor

ATTEST:

\_\_\_\_\_  
Kathleen Horn Gregory, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Trevor Rusin, City Attorney

**Sec. 11-1.15.06(F).** -

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

**Sec. 11-1.30.01. - Uses.**

Use	Zone			Supplemental Requirements
	A-1	R-1	RVD	
Farm pets	P			<u>Section 11-1.30.08</u>
<u>Hens (female chickens)</u>	<u>P</u>	<u>P</u>		<u>Section 11-1.30.08</u>

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

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

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

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

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

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

(a) The coop shall be structurally sound and shall be maintained in good repair and maintained in a sanitary condition, to protect the animals from injury or illness, to contain the animals, and to restrict the entrance of other animals.

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

(c) The coop floor area shall include a minimum of ten (10) square feet per hen over three (30) months of age and a maximum of one-hundred (100) square feet in total.

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

(e) The coop shall be located at least fifteen (15) feet from any property line.

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

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

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

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

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

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

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

(3) Farm pets shall be kept a minimum distance of fifty (50) feet from any lot located within a commercial zone or a lot containing not closer than thirty-five (35) feet to any food establishment, residence, a hospital or a school, or other building used for the habitation of human beings.

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

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



## CITY OF LOMITA CITY COUNCIL REPORT

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

**FROM:** Ryan Smoot, City Manager

**PREPARED BY:** Brianna Rindge, AICP, Community & Economic Development Director

**MEETING DATE:** May 2, 2023

**SUBJECT:** Discussion and Consideration of a Zone Text Amendment Regulating Planned Residential Developments

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### **RECOMMENDATION**

After the City Attorney reads the title of the ordinance, accept the recommendation of the Planning Commission and introduce on first reading an ordinance amending Lomita's Municipal Code Title XI (Planning and Zoning) to specify regulations in compatibility with adopted Ordinance No. 839 regulating planned residential developments; find the project is categorically exempt from the California Environmental Quality Act; and direct staff to schedule the second reading and adoption of the ordinance.

### **BACKGROUND**

On September 6, 2022, City Council adopted Ordinance No. 839 to create Lomita Municipal Code (LMC) Section 11-1.30.19 to allow for planned residential development in accordance with State law and the City's adopted Housing Element. This ordinance solely updated Chapter 1 ("Zoning") of Title XI ("Planning and Zoning"). The City has since received applications under this ordinance and discovered that amendments to Chapter 2 ("Division of Land") were necessary to agree with the regulations set forth by adopted Ordinance No. 839.

On April 10, 2023, the Planning Commission unanimously recommended adoption of the draft ordinance (Attachment 1; redline version provided as Attachment 2).

### **ANALYSIS**

The proposed ordinance makes those necessary changes to various sections of code to carry forth the previously adopted ordinance regulating planned residential developments as follows. **The ordinance is solely a clean-up ordinance and proposes no tangible changes to regulations.**

- Amends Sec. 11-1.30.02 (“Development standards”) and Subsection (a) of Sec. 11-2.171 (“Lot design”) to include minimum street frontage regulated in the same manner as minimum lot area and minimum lot width, as well as a reference to the existing planned residential development section
- Amends Subsection (E) of Sec. 11-1.30.17 (“Planned residential development”) to include lot width and street frontage regulated in the same manner as lot area
- Amends the definition for “yard, front” to remove language requiring that the front yard line be coterminous with a street and instead referring to the definition of “lot line, front”

### **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).)

### **OPTIONS:**

1. Introduce the ordinance on first reading as recommended by the Planning Commission.
2. Introduce the ordinance on first reading with amendments.
3. Do not approve the first reading of the ordinance.
4. Provide staff alternative direction.

### **PUBLIC NOTICE**

Notices of this hearing dated April 18, 2023 were published in the Daily Breeze Newspaper and posted at City Hall and Lomita Park.

### **ATTACHMENTS**

1. Draft Ordinance
2. Redline

Reviewed by:

*Gary Sugano*

---

Gary Y. Sugano  
Assistant City Manager

Approved by:

*Ryan Smoot*

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Ryan Smoot  
City Manager

Reviewed by:

*Brianna Rindge*

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Brianna Rindge, AICP  
Community & Economic Development Director

**ORDINANCE NO. 852**

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

**Section 1. Recitals**

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



## **Section 2. General Plan**

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

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

## **Section 3. Environmental Review**

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

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

**THE CITY COUNCIL OF THE CITY OF LOMITA HEREBY ORDAINS AS FOLLOWS:**

## **Section 4. Zoning Amendments**

Based on the foregoing, the City Council hereby approves of the following amendments to the Lomita Municipal Code:

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

*"Yard, front* shall mean a landscaped yard extending across the full front width of the lot or parcel of land. The depth of a required front yard shall be a specified horizontal

distance between the front lot line and a line parallel thereto on the lot or parcel of land.”

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

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

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

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

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

“(E) *Special development standards.*

- (1) The lot area approved by the director of community development shall be deemed the minimum area or required area per dwelling unit established by the planned residential development.
- (2) The lot width approved by the director of community development shall be deemed the minimum lot width per dwelling unit established by the planned residential development.
- (3) The street frontage approved by the director of community development shall be deemed the minimum street frontage per dwelling unit established by the planned residential development.”

#### **Section 5.**

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance or any part hereof is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of this ordinance or any part thereof. The City Council of the City of Lomita hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared invalid.

#### **Section 6. Effective Date**

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

**PASSED, APPROVED, AND ADOPTED** this 16th day of May 2023.

\_\_\_\_\_  
Barry Waite, Mayor

ATTEST:

\_\_\_\_\_  
Kathleen Horn Gregory, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Trevor Rusin, City Attorney

DRAFT

**Sec. 11-1.15.25(Y).**

*Yard, front* shall mean a landscaped yard extending across the full front width of the lot or parcel of land. The depth of a required front yard shall be a specified horizontal distance between the front lot line, ~~where the front lot line is coterminous with the street line of a fully widened street or highway, or the ultimate street line of a partially widened street or highway,~~ and a line parallel thereto on the lot or parcel of land.

**Sec. 11-1.30.02. - Development standards.**

Development Standard	Zone			PRD
	A-1 (8)	R-1 (8)	RVD (Residential Variable Density)	PRD (Planned Residential Development) (7)(10)
Minimum lot area (square feet) (8)	5,000	5,000	(1)	Varies
Minimum lot width <del>(2)</del> (8)	50'	50'	50'	Varies
<u>Minimum lot frontage</u>	<u>50' (2)</u>	<u>50' (2)</u>	<u>50' (2)</u>	<u>Varies</u>
Maximum floor area ratio	.60	.60	NA	NA
Dwelling units per acre (3)	8.7 - 10.89	8.7 - 10.89	(1)	(3)
Front yard setback *	20'	20'	20'	20'
Corner lot—Secondary front *	10'	10'	10'	10'
Side yard setbacks * (4)(8)	5'	5'	5'	5'
Rear yard setback for principal structure *	20'	20'	20'	15'
Maximum height of principal structure (5)(8)	27'	27'	27'	27'

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(Supp. No. 16)

Maximum height of accessory structures, detached accessory dwelling units and two-unit residential development (6)	16'	16'	16'	16'
Maximum height of accessory dwelling unit complying with the setback requirements of the principal structure	27'	27'	27'	16'
Minimum rear and side yard setbacks for newly constructed accessory dwelling units not exceeding 16 feet height (9)	4'	4'	4'	4'
Minimum rear and side yard setback accessory structures pursuant to <a href="#">Section 11-1.30.05</a>	3'	3'	3'	3'
<b>Notes:</b>				
*	Modifications to yard setbacks subject to the provisions for "Modifications" (Section 11-1.70.08) and "Site plan review" (Section 11-1.70.07).			
(1)	The RVD zone has multiple density levels and the allowable densities are dictated by the number following the zoning symbol as indicated on the City of Lomita Zoning Map (e.g., RVD-1,500: 1 unit per 1,500 square feet and 29.04 du/acre).			
(2)	Fifty (50) feet of frontage must be on a dedicated public street. A lot fronting a turnaround portion of a cul-de-sac may be forty (40) feet wide. Modification subject to development standards and requirements applicable to Section 11-1.30.15 for urban lot split, <del>and</del> Section 11-1.30.16 for two-unit residential development, <del>and Section 11-1.30.17 for planned residential development.</del>			
(3)	Density subject to the general plan designation of the subject property.			

(4)	Setback equals ten (10) percent of the lot width, but not less than three (3) feet and need not exceed five (5) feet.
(5)	Residential properties located south of Pacific Coast Highway shall be limited to sixteen (16) feet, and no more than one story, in height unless a height variation permit is granted. Section 11-1.30.12.
(6)	Accessory structures, accessory dwelling and new dwelling units subject to Section 11-1.30.16 are limited to one story.
(7)	Refer to Section 11-1.30.14 for additional requirements.
(8)	Refer to Section 11-1.30.15 for development standards applicable to urban lot splits; refer to Section 11-1.30.16 for development standards applicable to two-unit residential development; Section 11-1.30.17 for planned residential development.
(9)	Refer to Section 11-1.30.06 for development standards applicable to accessory dwelling units and junior accessory dwelling units.
(10)	Refer to Section 11-1.30.17 for development standards applicable to planned residential developments. The number of dwelling units per acre may be increased up to 10.89 for a planned residential development.

**Sec. 11-2.171. Lot design.**

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

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**Sec. 11-1.30.17. Planned residential development.**

(E) Special development standards.

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

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

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





## CITY OF LOMITA CITY COUNCIL REPORT

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

**FROM:** Ryan Smoot, City Manager

**PREPARED BY:** Brianna Rindge, AICP, Community & Economic Development Director

**MEETING DATE:** May 2, 2023

**SUBJECT:** Discussion and Consideration of a Zone Text Amendment Updating Outdoor Dining Regulations

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### **RECOMMENDATION**

After the City Attorney reads the title of the ordinance, accept the recommendation of the Planning Commission and introduce on first reading an ordinance amending Lomita's Municipal Code Section 11-1.68.06 (Outdoor Dining) to update outdoor dining regulations; find the project is categorically exempt from the California Environmental Quality Act; and direct staff to schedule the second reading and adoption of the ordinance.

### **BACKGROUND**

Lomita Municipal Code Section 11-1.68.06 was created in 1996 and amended in 2005 to regulate outdoor dining in both public right-of-way and on private property (Attachment A). In the nearly 20 years since its last amendment, retail conditions have changed. Particularly, since 2020, the global COVID-19 pandemic pushed diners outdoors to prevent the spread of COVID-19 and other airborne illnesses. The spreading apart of tables indoors to achieve the same goal also pushed existing tables outdoors. On average, approximately 80% of days per year are sunny in Lomita and rain falls approximately 15% of days. In addition, Lomita is one of the most temperate places in the country with the average daytime temperature ranging from 68° in December to 84° in August. Lomita businesses have an opportunity for outdoor dining not found in most places in the world.

Benefits to permitting more outdoor dining are activated commercial spaces, a livelier downtown area, increased transparency and safety, free advertising for businesses, ability to serve more patrons, and expanded tax base.

The Planning Commission discussed this item and provided feedback at its February 13, 2023, meeting and the City Council's Economic Development Subcommittee discussed

and provided feedback at a meeting on February 22, 2023. Staff also met with the Lomita Chamber of Commerce to discuss the matter, receiving support. On April 10, 2023, the Planning Commission unanimously recommended adoption of the draft ordinance (Attachment 1; redline version provided as Attachment 2).

## **ANALYSIS**

Several Lomita businesses maintain temporary structures that were installed in response to COVID-19. With the COVID-19 temporary allowances order lifted, the City must enforce the outdoor dining ordinance, intending to do so upon the effective date of this ordinance (intended for June 15, 2023). Staff will begin with verbal or written notification, with the potential for citation to follow only if the two notices are ignored.

The draft ordinance makes the following changes to the existing outdoor dining ordinance, Section 11-1.68.06 (“Outdoor dining”) of Article 68 (“Special Development Standards” of Title XI (“Planning and Zoning”) of the Lomita Municipal Code).

- Allows outdoor dining in conformance with any existing CUPs and through entitlement for those without a CUP
- Specifies that CUP amendment may be required to expand operations beyond the permitted areas or hours of the existing CUP
- Adds CPD to permitted zoning districts
- Requires full kitchen in the business
- Reminds business owners with outdoor dining that the City has full right to enter the encroachment area and waives any claim for resulting damages
- Refers the fee to the fee schedule for quicker occasional updates
- Requires that the outdoor dining not interfere with visibility, vehicular or pedestrian mobility, or utility access
- Requires entire area and its ingress/egress to comply with ADA standards, allowing access to disabled patrons
- Allows use of another business’ frontage only with signed consent of property owner
- Requires wheel stops for parking spaces within 3’ of outdoor dining
- Allows permanent fixtures to be installed on private property only
- Design shall match adjacent building
- Allows canopies over private property only
- Allows umbrellas without advertising, not obstructing ROW/walkway, & fire-resistant
- Prohibits tents/temporary structures for outdoor dining
- Allows heaters with distance requirements for safety
- Requires lighting for post-sunset dining & regulates it for safety of travelers along the adjacent street
- Trash and utilities shall be screened from public view
- Outdoor dining space may not be in operation outside of the approved hours of the associated restaurant
- Reminds business owners with outdoor dining that the Noise Ordinance prevails
- Outdoor cooking, live music, etc. only permitted through Special Events Permit
- Outdoor dining area subject to existing City noise limits

- Prohibits smoking in outdoor dining areas in accordance with existing regulations
- Requires maintenance to clear of any litter/debris
- Permits transfer of approved outdoor dining permits
- Requires removal of graffiti within 48 hours

Each of these provisions would be enforceable by the Code Enforcement Officer.

### **CEQA**

The project is categorically exempt under State CEQA Guidelines Section 15301 (Existing Facilities) because the actions identified in the ordinance are limited to the permitting and minor alteration of existing public facilities, including existing sidewalks. The ordinance would result in a negligible expansion of existing commercial uses and a negligible expansion of the public's use of City right-of-way, as the uses included in the ordinance would not vary from the current uses of commercial businesses or public access within the City's right-of-way. Alternatively, the adoption of this ordinance is exempt from CEQA because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. (State CEQA Guidelines, § 15061(b)(3).)

### **PUBLIC NOTICE**

Notices of this hearing dated April 18, 2023, were published in the Daily Breeze Newspaper and posted at City Hall and Lomita Park.

### **OPTIONS:**

1. Introduce the ordinance on first reading as recommended by the Planning Commission.
2. Introduce the ordinance on first reading with amendments.
3. Do not approve the first reading of the ordinance.
4. Provide staff alternative direction.

### **ATTACHMENTS**

1. Draft Ordinance
2. Redline

Reviewed by:

*Gary Sugano*

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Gary Y. Sugano  
Assistant City Manager

Approved by:

*Ryan Smoot*

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Ryan Smoot  
City Manager

Reviewed by:

*Brianna Rindge*

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Brianna Rindge, AICP  
Community & Economic Development Director

## ORDINANCE NO. 853

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

#### **Section 1. Recitals**

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

#### **Section 2. General Plan**

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

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

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

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

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

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

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

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

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

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

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

### **Section 3. Environmental Review**

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

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

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

**THE CITY COUNCIL OF THE CITY OF LOMITA HEREBY ORDAINS AS FOLLOWS:**

**Section 4. Zoning Amendments**

Based on the foregoing, the City Council hereby approves of the following amendments to the Lomita Municipal Code:

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

**“Sec. 11-1.68.06. Outdoor dining.**

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

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



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

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

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

**Section 5.**

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance or any part hereof is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of this ordinance or any part thereof. The City Council of the City of Lomita hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared invalid.

**Section 6. Effective Date**

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

PASSED, APPROVED, AND ADOPTED this \_\_\_ day of \_\_2023.

\_\_\_\_\_  
Barry Waite, Mayor

ATTEST:

\_\_\_\_\_  
Kathleen Horn Gregory, MMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Trevor Rusin, City Attorney

**Sec. 11-1.68.06. Outdoor dining.**

- (1) *Purpose.* The purpose of this section is to permit and encourage outdoor dining that is compatible with other uses of the public sidewalk and surrounding land uses. Outdoor dining encourages a pedestrian-oriented environment and helps to create a visually attractive atmosphere and streetscape.
- (2) *Permit required.*
  - (a) A permit shall be required for outdoor dining on public ~~and/or private~~ property.
  - (b) A Conditional Use Permit amendment may be required, within the community development director's discretion, for a business to expand operations beyond that specified by the existing, valid Conditional Use Permit.
- (3) *Location.*
  - (a) Outdoor dining ~~within the public right-of-way~~ may be considered for a business located within any commercial zone on adjacent private or public property. the D-C, C-G, M-C and C-R Zones.
  - (b) Outdoor dining within the public right-of-way shall not be permitted along state highways (Pacific Coast Highway—SR 1 and Western Avenue—SR 213) unless approval is granted by CalTrans.
  - (c) Outdoor dining ~~may be proposed in all commercial zones within the city on private property. is only permitted at businesses with a full kitchen.~~
- (4) *Procedure/review.* The community development director shall consider all applications for outdoor dining. Applications for outdoor dining within the public-right-of-way shall also be reviewed by the public works director.
- (5) *Application submittal requirements.*
  - (a) Completion of a general planning application form requesting outdoor dining.
  - (b) For outdoor dining in the public right-of-way, a revocable license agreement shall be signed by the property and/or business owners.
  - (c) A dimensioned site plan indicating location of tables, chairs, etc. and size in square feet of the outdoor dining area.
  - (d) A photo(s)/elevation of proposed tables, chairs, temporary walls, planters, etc. shall be submitted with the application for city review.
  - (f) The business and property owner shall acknowledge the City's right to enter the encroachment area to inspect, replace, repair, or maintain public facilities above, on, or under the right-of-way and the business and property owner expressly waives any and all claims for damages to its encroachment resulting from such actions.
  - (e) Other information as required by the community development director.

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- (f) Should a permit for outdoor dining be approved, a final inspection shall be made by the city's code enforcement officer to verify compliance with the approved plans.
- (g) An administrative application fee set by resolution of the city council for an outdoor dining encroachment permit of one hundred twenty-five dollars (\$125.00) shall be paid to the city.
- (6) *Development standards.*
- (a) The outdoor dining area shall be located in a manner which will not interfere with visibility, vehicular or pedestrian mobility, or access to city or public utility facilities. The determination of whether an outdoor dining area or any part thereof interferes shall be made by the public works director at the time of application review based on the characteristics of each proposed site.
- (b) The outdoor dining area and its ingress and egress shall be designed in compliance with applicable law, including but not limited to, the Americans with Disabilities Act.
- (bc) The outdoor dining area shall be located adjacent to the business. A business may only use a portion of an adjacent business' frontage to expand its outdoor dining area if it submits a letter signed by the current property owner agreeing to the use of the frontage.
- (de) A minimum sidewalk width of six (6) feet shall be maintained for pedestrians.
- (ed) Off-street parking shall be provided at one (1) parking space for each one hundred fifty (150) square feet of outdoor dining area.
- (f) Any parking space located within three (3) feet of the outdoor dining area shall include a wheel stop.
- (g) For outdoor dining within the public right-of-way, the dining area infrastructure shall be temporary, such that all tables and chairs may be removed daily. Planters, fencing, and other lines of demarcation between the outdoor dining area and pedestrian path of travel are allowed only if the materials can easily be removed at the request of the City for special events or required maintenance. The height of these installations shall not exceed three (3) feet from the pedestrian surface to the top of the planter or other physical barrier.
- (h) The design, quality, materials, and colors used for chairs, tables, lighting and other similar items shall complement the architectural style and colors used on the adjacent building.
- (i) Canopies attached to the building or the ground are only permitted over private property, may extend no further than the outer limits of the approved outdoor dining area, and must be approved only by the Planning Commission through Site Plan Review pursuant to Title XI, Chapter 1, Article 70 of this Code

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- (j) Umbrellas are permitted only if they do not obstruct the public right-of-way or walkway and do not contain advertising. Umbrella material shall be fire-retardant or fire-resistant material. A tents or other temporary shelter is not permitted.
  - (k) Portable heaters are permitted if outdoor-approved, located in accordance with the manufacturer's recommendations, and located at least two (2) feet from the edge of any umbrella canvas, tree foliage, or any other flammable object or material. Heaters are not operated under umbrellas.
  - (l) Lighting is required for an outdoor dining area in operation after sunset. Any lighting fixtures must be decorative and complement the architectural character of the building and area. Lights mounted on the building shall not cause direct glare or other visual obstruction to pedestrians or vehicle drivers along the street and public walkway, and must only illuminate only the outdoor dining area and sidewalk area.
  - (m) Trash facilities and any utility infrastructure shall be screened from public view.
  - (n) The outdoor dining hours of operation shall not extend beyond the hours of operation of the associated restaurant.
  - (o) The outdoor dining area must comply with the noise limits provided in Section 4-4.04 of this Code.
  - (p) Outdoor cooking, live music, and other uses beyond customer dining are not permitted without prior City approval of a Special Event Permit regardless of the number of expected attendees.
  - (q) Smoking is prohibited in all outdoor dining areas. Violators may be subject to a fine.
  - ~~(e) Outdoor dining permits shall not be transferable. A change in business owner shall require the submittal of a new outdoor dining permit.~~
  - (f) The sidewalk and all items associated with the outdoor dining permit shall be maintained in a clean and orderly condition, free of litter, debris, and graffiti. Any graffiti shall be removed within 48 hours.
- (7) Denial, revocation, or appeal of permit.
- (a) The decision of the community development director may be appealed to the planning commission within fifteen (15) days of the date of the decision.
  - (b) Violations of the standards within this section shall be cause for the city to revoke the outdoor dining permit. The community development director shall provide notice to an affected business owner for all revocations with reasons for the revocation stated therein. The business owner may make a written request to the community development director for reconsideration of the outdoor dining permit and the actions proposed to correct any violations. The community development director may consider the request or defer action to the planning commission.