

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



LOMITA CITY HALL
COUNCIL CHAMBERS
24300 Narbonne Avenue
Lomita, CA 90717
Phone: (310) 325-7110
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Next Resolution No. 2023-31
Next Ordinance No. 859

**AGENDA
REGULAR MEETING
LOMITA CITY COUNCIL
TUESDAY, DECEMBER 19, 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 MAY ALSO CHOOSE TO ALLOW PUBLIC PARTICIPATION DURING THE MEETING VIA A COMPUTER OR SMART DEVICE USING THE FOLLOWING ZOOM LINK:

<https://us02web.zoom.us/j/83306576837>

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

THE COUNCIL MAY SUSPEND PUBLIC PARTICIPATION VIA ZOOM AT ANY TIME, AND THE MEETING WILL NOT BE CANCELLED NOR SUSPENDED IF TECHNICAL ISSUES PRECLUDE OR IMPACT THE ABILITY TO ACCEPT PUBLIC COMMENT OVER ZOOM. SHOULD YOU WISH TO ENSURE YOU CAN PARTICIPATE IN THIS MEETING, OR COMMENT ON AN ITEM ON THE AGENDA, YOU MUST SHOW UP IN PERSON AT THE MEETING.

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

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

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

1. OPENING CEREMONIES

- a. Call Meeting to Order
- b. Flag Salute
- c. Invocation – Mayor Pro Tem Waronek
- d. Roll Call

2. APPROVAL OF AGENDA

3. PRESENTATIONS

- **RECOGNITION OF 1st PLACE LOMITA PARK YOUTH SPORTS FOOTBALL AND VOLLEYBALL TEAMS**

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-k be approved.

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

RECOMMENDED ACTION: Approve motion.

- b. Minutes of the Regular City Council Meetings of September 5, 2023, and October 3, 2023.

RECOMMENDED ACTION: Approve minutes.

- c. Warrants/Payroll Register

RECOMMENDED ACTION: Approve and file Warrants/Payroll Register.

- d. Monthly Report for the Administrative Services Department

RECOMMENDED ACTION: Receive and file the report.

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

RECOMMENDED ACTION: Receive and file the report.

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

RECOMMENDED ACTION: Receive and file the report.

- g. Monthly Report for the Recreation and Facilities Division

RECOMMENDED ACTION: Receive and file the report.

- h. Monthly Report for the Public Works Department

RECOMMENDED ACTION: Receive and file the report.

- i. November 2023 Treasury & Investment Report

RECOMMENDED ACTION: Receive and file the report.

- j. Professional Services Agreement with Administrative Services Co-Op for the Dial-A-Ride Program (DAR)

RECOMMENDED ACTION: Authorize the City Manager to execute a one-year contract with Administrative Services Co-Op to provide Dial-a-Ride (DAR) program services.

- k. Agreement with Tripepi Smith Talent Solutions to Provide City Manager Executive Recruitment Services

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

8. SCHEDULED ITEMS

- a. DISCUSSION AND CONSIDERATION OF CANCELLING THE TUESDAY, JANUARY 2, 2024, REGULAR CITY COUNCIL MEETING (No staff report)**

Presented by Ryan Smoot, City Manager

RECOMMENDED ACTION: Cancel the Tuesday, January 2, 2024, Regular City Council meeting due to the holiday break.

- b. DISCUSSION AND CONSIDERATION OF CITY OF LOMITA SPECIAL AND 60TH ANNIVERSARY COMMUNITY EVENTS**

Presented by Emma Kelley, Recreation Manager, and Lina Hernandez, Senior Management Analyst

RECOMMENDED ACTION: Approve the City of Lomita’s Special Events for 2024-2025.

- c. DISCUSSION AND CONSIDERATION OF THE ACCEPTANCE OF THE CITY’S AUDIT REPORT FOR FISCAL YEAR 2022-2023**

Presented by Susan Kamada, Administrative Services Director

RECOMMENDATION: Receive and file the Fiscal Year 2022-2023 Annual Comprehensive Financial Report (ACFR), Fiscal Year 2022-2023 Single Audit Report, and the Measure W Audit Report for Fiscal Years 2020-2021, 2021-2022, and 2022-2023.

- d. DISCUSSION AND CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH HAZEN AND SAWYER FOR ENGINEERING DESIGN SERVICES FOR THE DOWNTOWN LOMITA MULTI-BENEFIT STORMWATER PROJECT**

Presented by Carla Dillon, Public Works Director

RECOMMENDED ACTION: 1) Approve a Professional Services Agreement with Hazen and Sawyer for Engineering Design Services for the Downtown Lomita Multi-Benefit Stormwater Project in the amount of \$853,777 plus a 10% contingency amount of \$85,378, for a total amount of \$939,155; and 2) Authorize the City Manager and City Clerk to execute the Agreement.

9. PUBLIC HEARINGS

- a. **DISCUSSION AND CONSIDERATION OF AN ORDINANCE TO IMPLEMENT A DEFINED LENGTH OF ONE HUNDRED (100) FEET OF VEHICLE MOVEMENT FOLLOWING NOTICE OF SEVENTY-TWO (72) HOURS OF CONSECUTIVE NON-MOVEMENT (First Reading)**

Presented by Lina Hernandez, Senior Management Analyst, and John Campos, Parking Enforcement Supervisor

RECOMMENDED ACTION: After conducting a public hearing, and after the City Attorney reads the title, introduce on first reading an ordinance amending Title VIII (Motor Vehicles and Traffic), Chapter 1 (Traffic and Parking), Article 1. (In General), Section 8-1.05(a) of the Lomita Municipal Code, to implement a defined length of one hundred (100) feet of vehicle movement following notice of seventy-two (72) hours of consecutive non-movement. Also, establishing an exception for vehicles which move across from their location or around the corner of their location, if less than one hundred (100) feet moved.

ORDINANCE NO. 859 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING AN ORDINANCE AMENDING LOMITA MUNICIPAL CODE TITLE VIII (MOTOR VEHICLES AND TRAFFIC), CHAPTER 1 (TRAFFIC AND PARKING), ARTICLE 1. (IN GENERAL), SECTION 8-1.05(A), TO IMPLEMENT A DEFINED LENGTH OF ONE HUNDRED (100) FEET OF VEHICLE MOVEMENT FOLLOWING NOTICE OF SEVENTY-TWO (72) HOURS OF CONSECUTIVE NON-MOVEMENT

- b. **DISCUSSION AND CONSIDERATION OF A RESOLUTION APPROVING A ONE-YEAR EXTENSION FOR VESTING TENTATIVE PARCEL MAP NO. 83039**

Presented by Laura MacMorran, Associate Planner

RECOMMENDED ACTION: Adopt Resolution No. 2023-31, approving a one-year extension of VTPM No. 83039 to subdivide a 19,148 square-foot, single-family residential lot into two single-family residential lots and finding the project categorically exempt from the Categorical Environmental Quality Act., subject to the conditions of approval.

RESOLUTION NO. 2023-31 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA APPROVING A ONE-YEAR EXTENSION FOR VESTING TENTATIVE PARCEL MAP NO. 83039, A SUBDIVISION OF ONE 19,148 SQUARE-FOOT SINGLE-FAMILY RESIDENTIAL LOT INTO TWO SINGLE-FAMILY RESIDENTIAL LOTS LOCATED AT 25307 OAK STREET, DESIGNATED LOW DENSITY RESIDENTIAL BY THE GENERAL PLAN 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: <https://lomitacity.com/agendas-minutes/>.

Date Posted: December 15, 2023



Linda Abbott, CMC, Deputy City Clerk

**MINUTES OF THE
LOMITA CITY COUNCIL
REGULAR MEETING
TUESDAY, SEPTEMBER 5, 2023**

1. OPENING CEREMONIES

a. Call Meeting to Order

The regular meeting of the Lomita City Council was called to order by Mayor Waite at 6:01 p.m. on Tuesday, September 5, 2023, in the Council Chambers at Lomita City Hall, 24300 Narbonne Avenue, Lomita, California.

b. Flag Salute

Council Member Gazeley led the salute to the flag.

c. Invocation

Council Member Segawa gave the invocation.

d. Roll Call

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

ABSENT: None

STAFF PRESENT: City Manager Smoot, City Attorney Rusin, Assistant City Manager Sugano, Public Works Director Dillon, Community and Economic Development Director Rindge, Administrative Services Director Kamada, Senior Management Analyst Hernandez, Administrative Analyst Ibarra, and City Clerk Gregory

e. Closed Session Report

City Attorney Rusin stated that the Council met in open session at 5:15 p.m. and recessed to closed session to discuss the following item:

**CONFERENCE WITH LEGAL COUNCIL - EXISTING LITIGATION
GOVERNMENT CODE SECTION 54956.9(D)(1)**

Name of Case: Original Thai Massage. v. The City of Lomita *et al.* United States District Court, Case Number: 2:23-cv-06884-DMG-AS

All Council Members were present and there was no reportable action taken.

2. APPROVAL OF AGENDA

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

MOTION CARRIED by the following vote:

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

NOES: None

ABSENT: None

3. PRESENTATIONS

None.

4. ORAL COMMUNICATIONS

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

George Kivett, Lomita resident, commented on the many Lomitians who volunteer for various boards and commissions. He reminded residents to “never forget” 9/11 and to continue to commemorate the anniversary. He commended Cream Pan for attracting customers to Lomita from surrounding cities.

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

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

Council Member Segawa reported on the following:

- August 17 – Lemonade Day Meeting
- August 19 – Lomita Sheriff’s Station BBQ Fundraiser
- August 25 – 9th Annual Lomita-Harbor City Kiwanis Club Fire and Sheriff’s Departments Spaghetti Dinner
- August 26 – Lemmy Awards
- August 30 – Lomita Chamber of Commerce Mixer at Community’s Child

Mayor Pro Tem Uphoff reported on the following:

- August 16 – California Contract Cities Association (CCCA) Board Meeting
- August 19 – Lomita Sheriff’s Station BBQ Fundraiser

Council Member Waronek reported on the following:

- Recent meeting with Harbor Church leaders, who would like to partner with the City at its Annual Tree Lighting Ceremony
- August 16 – CCCA Board Meeting
- August 19 – CCCA Water Education for Latino Leaders (WELL) Meeting

- August 25 – 9th Annual Lomita-Harbor City Kiwanis Club Fire and Sheriff's Departments Spaghetti Dinner
- August 26 – Lemmy Awards
- August 30-September 1 – Joint Powers Insurance Authority Risk Management Conference
- Announced free concerts at St. Margaret Mary Catholic Church September 22-23

Council Member Gazeley reported on the following:

- Acknowledged Council Member Waronek for organizing the Annual Lomita-Harbor City Kiwanis Club Fire & Sheriff's Departments Spaghetti Dinner

Mayor Waite reported on the following:

- August 23 – Meeting with Red Cross
- August 24 – South Bay Cities Council of Governments Meeting
- August 26 – Lemmy Awards
- August 29 – Visited Eshelman Avenue Elementary School with City Staff to discuss a sinkhole onsite
- August 30 – Lomita Chamber of Commerce Mixer at Community's Child
- September 2 – Visited Bixby Marsh, Part of the Sanitation District Facility
- September 5 – Local Governmental Services Commission Meeting
- Announced September 23 Community's Child Annual Fundraiser
- Announced September 23 Family Fun Day at the Lomita Railroad Museum

6. CITY MANAGER'S REPORT (information only)

City Manager Smoot reported that there are no resolutions to review for this year's League of California Cities Conference, but the presence of a voting member is still requested in the event any resolutions should come up.

7. CONSENT AGENDA

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

Council Member Segawa made a motion, seconded by Council Member Waronek to approve the recommended action. Council Member Gazeley abstained from voting on Item 7b.

MOTION CARRIED by the following vote:

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

NOES: None

ABSENT: None

Approved the following Consent Agenda items:

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

RECOMMENDED ACTION: Approve motion.

- b. Minutes of the Regular City Council Meeting of August 15, 2023

RECOMMENDED ACTION: Approve minutes.

Council Member Gazeley abstained from voting on this item.

- c. Warrants/Payroll Register

RECOMMENDED ACTION: Approve and file Warrants/Payroll Register.

- d. As-Needed Construction Management, Construction Inspection, Construction Administration, and Material Testing Services

RECOMMENDED ACTION: Receive and file the list of best qualified firms to provide construction management, construction inspection, construction administration and material testing services for City construction projects.

- e. Second Reading and Adoption of Ordinance No. 855 Approving Zoning Text Amendment No. 2023-08, an Ordinance of the City Council Approving Zoning Text Amendment 2023-08 Amending Various Sections of Lomita Municipal Code Title XI (Planning and Zoning) to Regulate Murals City-wide

RECOMMENDED ACTION: Adopt the ordinance and find the action to be exempt from the California Environmental Quality Act (CEQA).

ORDINANCE NO. 855 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING ZONE TEXT AMENDMENT 2023-08 AMENDING VARIOUS SECTIONS OF LOMITA MUNICIPAL CODE TITLE XI (PLANNING AND ZONING) TO REGULATE MURALS CITYWIDE AND FINDING THE ACTION TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

- f. Disposal of Surplus Equipment

RECOMMENDED ACTION: Authorize the Administrative Services Director to exercise the sale of, or otherwise dispose of, surplus City property.

- g. Public Works Agreement with Blue Ridge Mechanical Inc., for the Standby Power Generator at Appian Way

RECOMMENDED ACTION: Award a Public Works Agreement to Blue Ridge Mechanical Inc. in the amount of \$50,728 for the standby power generator at Appian Way; approve a contingency of \$7,609.00 (15%); and authorize the City Manager to execute the agreement.

- h. Purchase of CASE Construction Tractor Loader Backhoes for Public Works Department

RECOMMENDED ACTION: Authorize the City Manager to purchase two CASE construction tractor loader backhoes (Model # 580SV) for approximately \$264,952.24.

- i. Reclassification of Senior Civil Engineer position to Principal Engineer
RECOMMENDED ACTION: 1) Amend the FY23-24 Authorized Full-Time Positions to add the Principal Engineer and set the salary schedule at 61 and make the necessary budget adjustments; 2) Amend the Memorandum of Understanding – LCEA Admin Unit to add the Principal Engineer – Capital Projects and Parking Enforcement Supervisor to the list of positions; and 3) Approve the Principal Engineer job classification.

8. SCHEDULED ITEMS

a. DISCUSSION AND CONSIDERATION OF PLANNING COMMISSIONER ROBERT STEINBACH'S CURRENT APPOINTMENT

RECOMMENDED ACTION: Determine Planning Commissioner Robert Steinbach's seat to remain as appointed.

Community and Economic Director Rindge presented the staff report per the agenda material.

Commissioner Steinbach stated his desire to continue to serve on the Commission despite unavoidable circumstances which led to his absences.

Mayor Waite requested that the Council look into the City's Code relative to commissioner absences. City Manager Smoot stated that commission by-laws on the whole will soon be discussed by the Planning Commission.

As there were no questions from the Council, Mayor Waite invited public comment.

Brenda Stephens, Planning Commissioner, stated that Mr. Steinbach is a great asset to the Commission, and she supported his continued appointment.

George Kivett spoke in favor of Mr. Steinbach keeping his seat, calling him both gracious and knowledgeable.

As there were no further requests from the public to speak on this item, Mayor Waite invited a motion.

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

MOTION CARRIED by the following vote:

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

NOES: None

ABSENT: None

b. DISCUSSION AND CONSIDERATION OF AMENDMENT NO. 1 TO A SOLID WASTE AGREEMENT WITH ARAKELIAN ENTERPRISES, INC. (DBA ATHENS SERVICES), SETTING A PROP 218 RATE ADJUSTMENT HEARING FOR NOVEMBER 7, 2023, AND RESCINDING AGREEMENT NO. 2023-06

RECOMMENDED ACTION: 1) Approve Amendment No. 1 to a solid waste agreement with Arakelian Enterprises, Inc. (DBA Athens Services); 2) Direct staff to take the necessary steps to set a Prop 218 Rate Adjustment Hearing for November 7, 2023; 3) Approve the attached public notice for distribution; and 4) Rescind Agreement No. 2023-06 (street sweeping agreement) with Athens Services approved on February 21, 2023.

Assistant City Manager Sugano presented the staff report per the agenda material. He gave the background on the current agreement, including its transfer from CalMet to Athens Services. The purpose of this amendment is to roll out SB 1383, which requires California cities to implement organics recycling services. The current agreement runs through June 2027; the amendment would extend the agreement through June 2038. Street sweeping services are now under a separate agreement but will be folded into this new agreement. He outlined proposed rate increases and the change to three separate waste containers, as well as where Lomita stands in terms of pricing compared to other cities.

Brief Council discussion took place relative to price comparisons with other cities and the factors that determine those differences.

Gary Clifford, Executive Vice President of Athens Services, gave some reasons for the price differences between cities, including more commercial customers to serve in larger cities.

Council Member Gazeley thanked City Manager Smoot and Assistant City Manager Sugano for the work that they put into negotiating the contract.

The Council thanked Athens Services for providing great service to Lomita residents.

As there was no further discussion from Council, Mayor Waite invited public comment.

George Kivett supported the amendment to the agreement, noting Athens Services' community involvement. He added that residents and businesses will take some time to adjust to the changes.

As there were no further requests from the public to speak on this item, Mayor Waite invited a motion.

Council Member Gazeley made a motion, seconded by Council Member Waronek to approve Amendment No. 1 to a solid waste agreement with Arakelian Enterprises, Inc. (DBA Athens Services); direct staff to take the necessary steps to set a Prop 218 Rate Adjustment Hearing for November 7, 2023; approve the attached public notice for distribution; and rescind Agreement No. 2023-06 (street sweeping agreement) with Athens Services approved on February 21, 2023.

MOTION CARRIED by the following vote:

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

Adopted the following titled resolution:

RESOLUTION NO. 2023-18 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING AMENDMENT. NO. 1 TO A SOLID WASTE COLLECTION SERVICES FRANCHISE AGREEMENT BETWEEN THE CITY OF LOMITA AND ARAKELIAN ENTERPRISES INC. (DBA ATHENS SERVICES) AND RESCINDING AGREEMENT NO. 2023-06 FOR STREETSWEEPING SERVICES

9. PUBLIC HEARINGS

- a. **DISCUSSION AND CONSIDERATION OF ZONING TEXT AMENDMENT NO. 2023-07 AMENDING LOMITA MUNICIPAL CODE TITLE XI (PLANNING AND ZONING) TO CREATE MIXED-USE OVERLAY DISTRICT REGULATIONS FOR FOUR OR FEWER RESIDENTIAL UNIT DEVELOPMENTS WITHIN THE DOWNTOWN, COMMERCIAL (D-C) ZONE WITHIN THE MIXED-USE OVERLAY DISTRICT**

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 58 (Mixed Use Overlay District) to update regulations, remove the minimum lot size requirement for four-or-fewer-residential-unit developments within the D-C (Downtown, Commercial) Zone within the Mixed-Use Overlay District, and Article 15 (Definitions); find the project is categorically exempt from the California Environmental Quality Act; and direct staff to schedule the second reading and adoption of the ordinance.

Associate Planner MacMorran presented the staff report per the agenda material. She gave the background of the proposed zone text amendment, which would pertain to 47 properties. The amendment is consistent with both the General Plan and the City's Housing Element, and it would allow the City to incentivize affordable housing in the mixed-use overlay district.

As there were no questions from the Council, Mayor Waite opened the public hearing at 7:19 p.m.

George Kivett spoke in support of the zone text amendment.

As there were no further requests from the public to speak on this item, Mayor Waite closed the public hearing at 7:22 p.m. and invited further discussion or a motion.

Mayor Pro Tem Uphoff made a motion, seconded by Council Member Segawa to accept the recommendation of the Planning Commission and introduce on first reading an ordinance amending Lomita's Municipal Code Article 58 (Mixed Use Overlay District) to update regulations, remove the minimum lot size requirement for four-or-fewer-residential-unit developments within the D-C (Downtown, Commercial) Zone within the Mixed-Use Overlay District, and Article 15 (Definitions); 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.

Council Member Waronek recused himself from voting on this item due to the proximity of the mixed-use overlay district from his home.

MOTION CARRIED by the following vote:

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

Introduced the following titled ordinance:

ORDINANCE NO. 856 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING ZONING TEXT AMENDMENT 2023-07 AMENDING LOMITA MUNICIPAL CODE TITLE XI (PLANNING AND ZONING), CHAPTER 1 (ZONING), REVISING THE CITY'S REGULATIONS FOR MIXED-USE OVERLAY DISTRICT TO UPDATE STANDARDS; TO ALLOW MIXED-USE DEVELOPMENTS CONTAINING FOUR OR FEWER UNITS WITHIN THE DOWNTOWN COMMERCIAL (D-C) ZONE; TO DEFINE A TERM AND A DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

- b. **DISCUSSION AND CONSIDERATION OF AN ORDINANCE AMENDING LOMITA MUNICIPAL CODE TITLE V (SANITATION AND HEALTH), CHAPTER 3 (INTEGRATED WASTE MANAGEMENT), SECTION 5-3.20(E), PERMITTING THE COLLECTION OF DELINQUENT SOLID WASTE RATES ON THE PROPERTY TAX ROLLS**

RECOMMENDED ACTION: After conducting a public hearing, and after the City Attorney reads the title, that the City Council introduces on first reading an ordinance amending Title V (Sanitation and Health), Chapter 3 (Integrated Waste Management), Section 5-3.20(e) of the Lomita Municipal Code, permitting the collection of delinquent solid waste rates on the property tax rolls, and a determination that the project is categorically exempt from the California Environmental Quality Act (CEQA).

Senior Management Analyst Hernandez presented the staff report per the agenda material.

As there were no questions from the Council, Mayor Waite opened the public hearing at 7:25 p.m. As there were no requests from the public to speak on this item, Mayor Waite closed the public hearing at 7:25 p.m. and brought the item back to the Council for further discussion or a motion.

Mayor Pro Tem Uphoff made a motion, seconded by Council Member Waronek to introduce on first reading an ordinance amending Title V (Sanitation and Health), Chapter 3 (Integrated Waste Management), Section 5-3.20(e) of the Lomita Municipal

Code, permitting the collection of delinquent solid waste rates on the property tax rolls, and a determination that the project is categorically exempt from the California Environmental Quality Act (CEQA).

MOTION CARRIED by the following vote:

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

Introduced the following titled ordinance:

ORDINANCE NO 857 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, AMENDING LOMITA MUNICIPAL CODE TITLE V (SANITATION AND HEALTH), CHAPTER 3 (INTEGRATED WASTE MANAGEMENT), SECTION 5-3.20(e), PERMITTING THE COLLECTION OF DELINQUENT SOLID WASTE RATES ON THE PROPERTY TAX ROLLS, AND A DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

10. ADJOURNMENT

There being no further business to discuss, Mayor Waite adjourned the meeting at 7:26 p.m.

Respectfully submitted,

Kathleen Horn Gregory, MMC, City Clerk
Adopted:

**MINUTES OF THE
LOMITA CITY COUNCIL
REGULAR MEETING
TUESDAY, OCTOBER 3, 2023**

1. OPENING CEREMONIES

a. Call Meeting to Order

The regular meeting of the Lomita City Council was called to order by Mayor Waite at 6:00 p.m. on Tuesday, October 3, 2023, in the Council Chambers at Lomita City Hall, 24300 Narbonne Avenue, Lomita, California.

b. Flag Salute

Council Member Gazeley led the salute to the flag.

c. Invocation

Council Member Segawa gave the invocation.

d. Roll Call

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

ABSENT: None

STAFF PRESENT: City Manager Smoot, City Attorney Rusin, Assistant City Manager Sugano, Public Works Director Dillon, Community and Economic Development Director Rindge, Administrative Services Director Kamada, Administrative Analyst Ibarra, Senior Management Analyst Hernandez, and City Clerk Gregory

2. APPROVAL OF AGENDA

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

MOTION CARRIED by the following vote:

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

NOES: None

ABSENT: None

3. PRESENTATIONS

Major Tim Smith with the Salvation Army of Torrance introduced himself and outlined various programs and services the organization provides to the community. More information can be found at salvationarmy/torrance.org.

Council Member Waronek stated that he volunteers as a Salvation Army bellringer every year. Unfortunately, the organization has difficulty finding enough volunteers and must resort to paying people to ring the bells for donations. He asked his fellow Council Members and City staff to volunteer for a two-hour shift.

Joey Apodaca, field representative with Congressman Ted Lieu's Office, shared Mr. Lieu's background and achievements, and gave updates on legislation Mr. Lieu is working on in Washington; he is also working to secure funding for the downtown Lomita stormwater project. Mr. Apodaca also outlined the various constituent services provided by Mr. Lieu's local office.

4. ORAL COMMUNICATIONS

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

Sara Leimbach-Hollingsworth, an Assistant Principal at Narbonne High School, spoke of inequities at the school in terms of its sports facilities; fortunately, a \$200,000 grant was recently received toward remedying this issue. She also addressed Narbonne's efforts in terms of gang remediation. She invited the Council to the Friday, October 6 event at which another \$80,000 will be donated by alumnus Uchenna Nwosu, a linebacker for the Seattle Seahawks, toward improving the sports facilities.

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

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

Council Member Gazeley reported on the following:

- Spoke of his opposition to touch-and-go operations originating from Torrance Airport. Analyst Ibarra stated that the Torrance City Council met on September 12, 2023, to consider banning the practice, and Lomita staff will continue to monitor their actions. It was Council consensus to direct the City's Legislative Subcommittee to draft a letter to the Torrance City Council in favor of restricting such activities.

Council Member Waronek reported on the following:

- September 20-22 – League of California Cities Annual Conference and Expo
- September 23 – Coastal Cleanup at Torrance Beach
- September 23 – Lomita Railroad Museum Family Fun Day
- September 23 – Community's Child Annual Fundraiser
- September 25 – 5k Run Meeting
- September 28 – Independent Cities Association Installation Ceremony

- Announced the 74th Annual Lomita-Harbor City Kiwanis Club Pancake Breakfast Fundraiser on November 5

Council Member Segawa reported on the following:

- September 20 – Founders Day Subcommittee Meeting
- September 23 – Lomita Railroad Museum Family Fun Day
- September 25 – 5k Run Meeting
- September 27 – Lomita Chamber of Commerce Mixer
- September 30 – Stephen Dever’s Funeral Service

Mayor Pro Tem Uphoff reported on the following:

- September 20-22 – League of California Cities Annual Conference and Expo
- September 23 – Lomita Railroad Museum Family Fun Day

Mayor Waite reported on the following:

- September 23 – Lomita Railroad Museum Family Fun Day
- September 28 – South Bay Cities Council of Governments Board Meeting

6. CITY MANAGER’S REPORT (information only)

City Manager Smoot announced the Halloween Event at Lomita Park on October 28 from noon to 3:00 p.m.

7. CONSENT AGENDA

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

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

MOTION CARRIED by the following vote:

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

NOES: None

ABSENT: None

Approved the following Consent Agenda items:

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

RECOMMENDED ACTION: Approve motion.

- b. Minutes of the Regular City Council Meeting of September 19, 2023

RECOMMENDED ACTION: Approve minutes.

- c. Warrants/Payroll Register

RECOMMENDED ACTION: Approve and file Warrants/Payroll Register.

- d. Resolution Approving and Authorizing the City Manager to Execute the Transfer Agreement with the California Department of Transportation

RECOMMENDED ACTION: Adopt Resolution No. 2023-19, approving and authorizing the City Manager to execute a contract for the Sustainable Transportation Planning Grant for Lomita's Citywide School Loading Zone Study for Vision Zero Neighborhood Planning Initiatives & Infrastructure with the California Department of Transportation in a form approved by the City Attorney.

RESOLUTION NO. 2023-19 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE SUSTAINABLE TRANSPORTATION PLANNING GRANT – LOMITA'S CITYWIDE SCHOOL LOADING ZONE STUDY FOR VISION ZERO NEIGHBORHOOD PLANNING INITIATIVES & INFRASTRUCTURE

8. SCHEDULED ITEMS

a. DISCUSSION AND CONSIDERATION OF THE TRAFFIC CALMING TOOLKIT

RECOMMENDED ACTION: 1) Receive and file the Traffic Calming Toolkit; 2) direct staff to implement recommendations for 262nd Street, Walnut Street, and Pennsylvania Avenue; and 3) direct staff to begin the formation of a Capital Improvement Project to make improvements on Eshelman Avenue to incorporate traffic calming measures.

Public Works Director Dillon presented the staff report per the agenda material. She outlined the Toolkit's purpose and how it is used. Solutions range from simple signage and/or striping, to complex design and construction projects for installing roundabouts or speed tables. She spoke of community participation and the City locations chosen as the most important to address. These sites were assessed and proposed changes were presented at the September 20, 2023, Public Safety and Traffic Commission (PSTC) meeting. She outlined three significant problem areas and their proposed solutions.

Brief Council discussion took place relative to the PSTC's role going forward in the process, as well as future implementation of the Local Travel Network involving low-speed vehicles on Eshelman Avenue, and the hazardous intersection of Pennsylvania Avenue and Lomita Boulevard.

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

MOTION CARRIED by the following vote:

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

NOES: None

ABSENT: None

9. PUBLIC HEARINGS

a. DISCUSSION AND CONSIDERATION OF A RESOLUTION AMENDING CITYWIDE COMPREHENSIVE USER FEES AND CHARGES

RECOMMENDED ACTION: Adopt the attached resolution implementing the fee schedule effective December 4, 2023.

Assistant City Manager Sugano presented the staff report per the agenda material. He highlighted some of the major changes to the schedule. A brief Council discussion was held relative to comparison of Lomita's fees with other nearby cities.

As there were no further questions from the Council, Mayor Waite opened the public hearing at 7:08 p.m.

A Public Works Coordinator with AT&T thanked the Council for revising the fees. He stated that the previous fees (per linear foot of work) were excessive and prevented AT&T from performing certain work in Lomita.

As there were no further requests from the public to speak on this item, Mayor Waite closed the public hearing at 7:09 p.m.

Council Member Waronek made a motion, seconded by Council Member Gazeley to approve the recommended action with the correction on page 27 of the fee schedule to remove the qualifier "every 50 linear feet."

MOTION CARRIED by the following vote:

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

NOES: None

ABSENT: None

Adopted the following titled resolution:

RESOLUTION NO. 2023-20 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, ESTABLISHING AND ADOPTING CERTAIN FEES, RATES AND CHARGES FOR VARIOUS CITY SERVICES

b. DISCUSSION AND CONSIDERATION OF AN ORDINANCE TO AMEND CHAPTER 5 (ADMINISTRATIVE CITATIONS AND PENALTIES) OF TITLE I OF THE LOMITA MUNICIPAL CODE TO ALIGN THE ADMINISTRATIVE CITATION APPEAL METHOD WITH THE PARKING CITATION APPEAL METHOD

RECOMMENDED ACTION: After the City Attorney reads the title, introduce on first reading Ordinance No. 858 amending Chapter 5 (Administrative Citations and Penalties) of Title I of the Lomita Municipal Code (LMC) to an amendment to Lomita Municipal Code Title I (General Provisions), Chapter 5 (Administrative Citations and Penalties) to align the administrative citation appeal method with the parking citation appeal method; and Find the action to be exempt from the California Environmental Quality Act.

Management Assistant Adamzadeh presented the staff report per the agenda material. The purpose of this change is to streamline the administrative citation payment and appeal process.

As there were no questions from the Council, Mayor Waite opened the public hearing at 7:11 p.m. As there were no requests from the public to speak on this item, Mayor Waite closed the public hearing at 7:11 p.m. and brought the item back to the Council for discussion or a motion.

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

MOTION CARRIED by the following vote:

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

Introduced the following titled ordinance:

ORDINANCE NO. 858 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, AMENDING CHAPTER 5 OF TITLE I OF THE LOMITA MUNICIPAL CODE TO ALIGN THE ADMINISTRATIVE CITATION APPEAL METHOD WITH THE PARKING CITATION APPEAL METHOD AND FINDING THE SAME EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

10. ADJOURNMENT

As there was no further business to discuss, Mayor Waite adjourned the meeting, in memory of Stephen Dever, husband of former Mayor and Council Member Susie Dever, and Lomita resident Ryan Gagajena, at 7:15 p.m.

Respectfully submitted,

Kathleen Horn Gregory, MMC, City Clerk
Adopted:

TO: Honorable Mayor and City Council
FROM: Administrative Services Department
DATE: December 19, 2023
SUBJECT: WARRANT REGISTER
PAYROLL REGISTER

December 19, 2023	TOTAL WARRANTS ISSUED:	\$691,100.19
	Wires Transfers:	11002-11010
	Prepay:	531778-531779
	Voided:	531811
	Check Numbers:	531800-531882

Total Pages of Register: 18

December 1, 2023	TOTAL PAYROLL ISSUED:	\$124,537.20
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I hereby certify that the demands or claims covered by the checks listed on pages 1 to 18 inclusive of the check register are accurate and funds are available for payment thereof:



Susan Kamada
Administrative Services Director



Lomita, CA

Warrant Register

By Vendor Name

Payment Dates 12/6/2023 - 12/19/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 7228 - #1 All Safe & Secure					
531780	12/19/2023	#1 All Safe & Secure	11-2023	Pre-Employee Live Scan	40.00
				Vendor 7228 - #1 All Safe & Secure Total:	40.00
Vendor: 12005 - A & E Trophies & Engraving					
531781	12/19/2023	A & E Trophies & Engraving	1223-10	Plaque for Mayor	82.69
				Vendor 12005 - A & E Trophies & Engraving Total:	82.69
Vendor: 6948 - A1 Lawnmower Shop					
531782	12/19/2023	A1 Lawnmower Shop	01585	Spark Plug	6.61
531782	12/19/2023	A1 Lawnmower Shop	01585	Filter	15.44
531782	12/19/2023	A1 Lawnmower Shop	01587	Topper	22.05
				Vendor 6948 - A1 Lawnmower Shop Total:	44.10
Vendor: 12972 - Aaron Grossman					
531783	12/19/2023	Aaron Grossman	2004284.001	Refund-Dog Obedience	145.00
				Vendor 12972 - Aaron Grossman Total:	145.00
Vendor: 7353 - ACE Whatever It Takes					
531784	12/19/2023	ACE Whatever It Takes	6110	Elbow 90 1" X 1" Copper	24.65
531784	12/19/2023	ACE Whatever It Takes	6173	Pocket Screwdriver 4"	6.15
531784	12/19/2023	ACE Whatever It Takes	6173	1/4" W X 5" L Vinyl Ivory Wall ...	8.80
531784	12/19/2023	ACE Whatever It Takes	6182	Walkie Talkie	88.18
531784	12/19/2023	ACE Whatever It Takes	6190	Spray Paint Gloss 12 oz	9.47
531784	12/19/2023	ACE Whatever It Takes	6192	Plier Vise Grip 6" Long 6L	16.53
531784	12/19/2023	ACE Whatever It Takes	6192	Plier 7" Vise Grip Curved	16.53
531784	12/19/2023	ACE Whatever It Takes	6192	Utility Knife	11.01
531784	12/19/2023	ACE Whatever It Takes	6192	Chisel Tip Permanent Marker ...	2.85
531784	12/19/2023	ACE Whatever It Takes	6192	Chisel Tip Jumbo Marker 1-Pk	1.97
531784	12/19/2023	ACE Whatever It Takes	6192	1" W X 12" L Cold Chisel 1-Pk	13.22
531784	12/19/2023	ACE Whatever It Takes	6193	Wheel Barrow 6 CF Poly	77.16
531784	12/19/2023	ACE Whatever It Takes	6194	6" W X 3/8" Mini Paint Roller...	7.71
531784	12/19/2023	ACE Whatever It Takes	6194	6" W X 3/8". Mini Paint Roller ...	12.11
531784	12/19/2023	ACE Whatever It Takes	6199	LED Bulb Daylight 75 Watt Equ...	26.44
				Vendor 7353 - ACE Whatever It Takes Total:	322.78
Vendor: 6691 - AES Global, Inc.					
531785	12/19/2023	AES Global, Inc.	AES110123	SCADA Upgrades	3,597.00
				Vendor 6691 - AES Global, Inc. Total:	3,597.00
Vendor: 4015 - AFLAC					
531786	12/19/2023	AFLAC	013455	Employee Life/Accident Benefi..	53.90
531786	12/19/2023	AFLAC	013455	Employee Life/Accident Benefi..	32.63
531786	12/19/2023	AFLAC	013455	Employee Life/Accident Benefi..	22.36
531786	12/19/2023	AFLAC	013455	Employee Life/Accident Benefi..	61.87
				Vendor 4015 - AFLAC Total:	170.76
Vendor: 12967 - Alexandria McEwen					
531787	12/19/2023	Alexandria McEwen	2004276.001	Refund-Tom Rico Deposit-Non...	200.00
				Vendor 12967 - Alexandria McEwen Total:	200.00
Vendor: 0545 - Allied Waste Transfer Services (BFI Falcon TS)					
531788	12/19/2023	Allied Waste Transfer Services ..4404-00022195		Sidewalk Program-Dump Fee	196.31
				Vendor 0545 - Allied Waste Transfer Services (BFI Falcon TS) Total:	196.31
Vendor: 12287 - AM Construction Supply, Inc.					
531789	12/19/2023	AM Construction Supply, Inc.	2895	14 X .125 X 1/20mm All-Purpo...	330.74
				Vendor 12287 - AM Construction Supply, Inc. Total:	330.74
Vendor: 12155 - Amazon Capital Services					
531790	12/19/2023	Amazon Capital Services	13CN-LY9K-KXYX	Office Chair	166.89

Warrant Register

Payment Dates: 12/6/2023 - 12/19/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
531790	12/19/2023	Amazon Capital Services	13DW-CT7R-DJVG	Wireless Keyboard	136.70
531790	12/19/2023	Amazon Capital Services	13DW-CT7R-DJVG	Dual Monitor Riser	220.49
531790	12/19/2023	Amazon Capital Services	14WT-DJRX-1QWF	Mouse Pad with Wrist Rest	13.20
531790	12/19/2023	Amazon Capital Services	19NF-NG1T-6QR9	IT-Mouse Pads & Keyboard Wr...	33.39
531790	12/19/2023	Amazon Capital Services	1CD9-MQG3-6QFN	Thank You Greeting Card with...	10.89
531790	12/19/2023	Amazon Capital Services	1CD9-MQG3-6QFN	Wired On-Ear Headphones	11.01
531790	12/19/2023	Amazon Capital Services	1M34-Q4KC-RRDL	USB Adapter 2-Pk	9.36
531790	12/19/2023	Amazon Capital Services	1VKT-MRPK-VW1X	Replacement Ribbon for Time ...	19.83
531790	12/19/2023	Amazon Capital Services	1VQR-NN13-69VV	Sign Stand Holder 8.5 X 11"	38.58
531790	12/19/2023	Amazon Capital Services	1WWM-Y6VK-LQCG	Office Chair	333.66
Vendor 12155 - Amazon Capital Services Total:					994.00

Vendor: 4010 - Ameritas Life Insurance

531791	12/19/2023	Ameritas Life Insurance	12012023	Employee Dental Insurance-D...	2,767.37
531791	12/19/2023	Ameritas Life Insurance	12012023	Employee Dental Insurance-D...	94.13
531791	12/19/2023	Ameritas Life Insurance	12012023	Employee Dental Insurance-D...	101.09
531791	12/19/2023	Ameritas Life Insurance	12012023	Employee Dental Insurance-D...	38.15
531791	12/19/2023	Ameritas Life Insurance	12012023	Employee Dental Insurance-D...	53.33
531791	12/19/2023	Ameritas Life Insurance	12012023	Employee Dental Insurance-D...	50.88
531791	12/19/2023	Ameritas Life Insurance	12012023	Employee Dental Insurance-D...	101.76
531791	12/19/2023	Ameritas Life Insurance	12012023	Employee Dental Insurance-D...	110.62
531791	12/19/2023	Ameritas Life Insurance	12012023	Employee Dental Insurance-D...	111.94
531791	12/19/2023	Ameritas Life Insurance	12012023	Employee Dental Insurance-D...	183.77
531791	12/19/2023	Ameritas Life Insurance	12012023	Employee Dental Insurance-D...	45.79
531791	12/19/2023	Ameritas Life Insurance	12012023	Employee Dental Insurance-D...	199.45
531791	12/19/2023	Ameritas Life Insurance	12012023	Employee Dental Insurance-D...	101.76
531791	12/19/2023	Ameritas Life Insurance	12012023	Employee Dental Insurance-D...	13.94
531791	12/19/2023	Ameritas Life Insurance	12012023	Employee Dental Insurance-D...	5.09
531791	12/19/2023	Ameritas Life Insurance	12012023	Employee Dental Insurance-D...	7.63
531791	12/19/2023	Ameritas Life Insurance	12012023	Employee Dental Insurance-D...	28.76
531791	12/19/2023	Ameritas Life Insurance	12012023	Employee Dental Insurance-D...	63.60
531791	12/19/2023	Ameritas Life Insurance	12012023	Employee Dental Insurance-D...	53.33
531791	12/19/2023	Ameritas Life Insurance	12012023	Employee Dental Insurance-D...	630.81
Vendor 4010 - Ameritas Life Insurance Total:					4,763.20

Vendor: 12969 - Ann Acker

531792	12/19/2023	Ann Acker	2004278.001	Refund-Picnic Shelter Deposit...	40.00
Vendor 12969 - Ann Acker Total:					40.00

Vendor: 12257 - Aramsco Inc.

531793	12/19/2023	Aramsco Inc.	S6177349.001	Nitrile Glove 100-Box	153.25
531793	12/19/2023	Aramsco Inc.	S6177349.001	White Terry Cloth Towels	154.92
531793	12/19/2023	Aramsco Inc.	S6177349.001	Nitrile Glove 100-Box	306.72
531793	12/19/2023	Aramsco Inc.	S6177349.001	Graffiti Remover	35.56
531793	12/19/2023	Aramsco Inc.	S6177349.001	Black Liners B60 X H 36 X 58	348.56
531793	12/19/2023	Aramsco Inc.	S6181228.001	Toilet Tissue 9" 2-Ply Jumbo	696.11
531793	12/19/2023	Aramsco Inc.	S6181228.001	Liners-Black 33 X 39 1.3 Mil 2...	213.47
531793	12/19/2023	Aramsco Inc.	S6181228.001	Toilet Tissue 96-Case	143.85
531793	12/19/2023	Aramsco Inc.	S6181228.001	Black Liners B60 X H 36 X 58	139.42
531793	12/19/2023	Aramsco Inc.	S6181228.001	High Speed Spray Buff, 1 Gal	127.45
531793	12/19/2023	Aramsco Inc.	S6181228.001	Nitrile Gloves 100-Pk	105.07
531793	12/19/2023	Aramsco Inc.	S6181228.001	Brightline Floor Pad, 20" Red	33.83
531793	12/19/2023	Aramsco Inc.	S6181228.001	Brightline Floor Pad, 20" White	34.67
531793	12/19/2023	Aramsco Inc.	S6181228.001	Dust Mop Head-60 X 5 Blue L...	36.65
531793	12/19/2023	Aramsco Inc.	S6181228.001	Dust Mop Head- 36 X 5 Blue L...	48.16
531793	12/19/2023	Aramsco Inc.	S6181228.001	Seat Covers, 1/2 Fold 250-Pk, ...	48.71
531793	12/19/2023	Aramsco Inc.	S6181228.001	Liners B24S 24 X 23 (500)	73.91
531793	12/19/2023	Aramsco Inc.	S6181228.001	Dust Mop Head-45 X 5 Blue L...	74.25
531793	12/19/2023	Aramsco Inc.	S6181228.001	Liners B33S 24 X 32 B (500)	88.31
531793	12/19/2023	Aramsco Inc.	S6181228.001	Neutral Clean "No Rinse" Gall...	88.38
531793	12/19/2023	Aramsco Inc.	S6181228.001	Floor Pads 14" X 24" Red	91.62
Vendor 12257 - Aramsco Inc. Total:					3,042.87

Warrant Register

Payment Dates: 12/6/2023 - 12/19/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 12976 - Aroma Health Care					
531794	12/19/2023	Aroma Health Care	121223	Appeal Fee Refund	2,000.00
Vendor 12976 - Aroma Health Care Total:					2,000.00
Vendor: 6609 - AT&T					
531795	12/19/2023	AT&T	20932164	City Hall & Park November 23	524.46
531795	12/19/2023	AT&T	20932164	Water November 23	60.38
531795	12/19/2023	AT&T	20932166	Railroad Museum November ...	30.95
531795	12/19/2023	AT&T	20932563	City Hall November 23	21.44
Vendor 6609 - AT&T Total:					637.23
Vendor: 12918 - Athens Services					
531796	12/19/2023	Athens Services	15693738	Street Sweeping October 23	10,379.64
531796	12/19/2023	Athens Services	15693738	Street Sweeping October 23	1,250.00
531796	12/19/2023	Athens Services	15884601	Street Sweeping November 23	8,793.78
531796	12/19/2023	Athens Services	15884601	Street Sweeping November 23	1,250.00
Vendor 12918 - Athens Services Total:					21,673.42
Vendor: 4020 - Automatic Data Processing					
11005	12/08/2023	Automatic Data Processing	648134980	Payroll Processing-Pay Ending ...	3,093.85
11005	12/08/2023	Automatic Data Processing	648134980	Payroll Processing-Pay Ending ...	1,031.29
11006	12/08/2023	Automatic Data Processing	648135702	Work Force Time & Attendance	713.36
11006	12/08/2023	Automatic Data Processing	648135702	Work Force Time & Attendance	237.79
Vendor 4020 - Automatic Data Processing Total:					5,076.29
Vendor: 3334 - Autozone, Inc.					
531797	12/19/2023	Autozone, Inc.	2859841686	10W-40 Motor Oil	32.46
531797	12/19/2023	Autozone, Inc.	2859841686	Blue Devil Pour-N-Go Oil Stop ...	23.57
531797	12/19/2023	Autozone, Inc.	2859849657	Diesel exhaust Fluid	22.55
531797	12/19/2023	Autozone, Inc.	2859849657	Reese Boll-On Swivel Trailer Ja...	75.40
531797	12/19/2023	Autozone, Inc.	2859849657	All Purpose Grease Tube	24.28
531797	12/19/2023	Autozone, Inc.	2859849657	Tool Grease Gun Coupler	7.01
Vendor 3334 - Autozone, Inc. Total:					185.27
Vendor: 0415 - B.D. White Top Soil Co.					
531798	12/19/2023	B.D. White Top Soil Co.	89502	Dirt	40.79
531798	12/19/2023	B.D. White Top Soil Co.	89775	Brown Bark	41.34
531798	12/19/2023	B.D. White Top Soil Co.	89775	Dirt	40.80
Vendor 0415 - B.D. White Top Soil Co. Total:					122.93
Vendor: 7477 - Best Best & Krieger, LLP					
531799	12/19/2023	Best Best & Krieger, LLP	981174	Legal Services October 23	8,246.70
531799	12/19/2023	Best Best & Krieger, LLP	981174	Legal Services October 23	1,455.30
531799	12/19/2023	Best Best & Krieger, LLP	981175	Code Enforcement/General Lit...	4,367.60
531799	12/19/2023	Best Best & Krieger, LLP	981176	Special Services October 23	1,849.20
531799	12/19/2023	Best Best & Krieger, LLP	981177	Legal Services October 23	8,304.80
531799	12/19/2023	Best Best & Krieger, LLP	983751	Legal Services November 23	2,715.20
531799	12/19/2023	Best Best & Krieger, LLP	983752	Special Services November 23	10,156.80
531799	12/19/2023	Best Best & Krieger, LLP	983753	Code Enforcement/General Lit...	5,685.20
531799	12/19/2023	Best Best & Krieger, LLP	983754	Legal Services November 23	8,246.70
531799	12/19/2023	Best Best & Krieger, LLP	983754	Legal Services November 23	1,455.30
Vendor 7477 - Best Best & Krieger, LLP Total:					52,482.80
Vendor: 3168 - California Banner & Sign Co.					
531800	12/19/2023	California Banner & Sign Co.	20371	Custom Signs, 36" H X 24", Wh...	197.10
Vendor 3168 - California Banner & Sign Co. Total:					197.10
Vendor: 12810 - California Greenhouses & OC Succulents					
531801	12/19/2023	California Greenhouses & OC ...	201-48538	10"/5G Agave Attenuata	34.65
531801	12/19/2023	California Greenhouses & OC ...	201-48541	10"/5G Crassula Ovata Hobbit	103.95
Vendor 12810 - California Greenhouses & OC Succulents Total:					138.60
Vendor: 7319 - California State Disbursement Unit					
531802	12/19/2023	California State Disbursement...	122923-8004	Employee Garnishment-Pay D...	70.61
531803	12/19/2023	California State Disbursement...	122923-1622	Employee Garnishment-Pay D...	230.76
Vendor 7319 - California State Disbursement Unit Total:					301.37

Warrant Register

Payment Dates: 12/6/2023 - 12/19/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 0655 - California Water Service					
531804	12/19/2023	California Water Service	6984422222-112823	PV Dr. No. Rolling Vista Media...	256.96
531804	12/19/2023	California Water Service	8594422222-112823	Landscape Maintenance Distri...	592.56
Vendor 0655 - California Water Service Total:					849.52
Vendor: 4653 - Chinh Nguyen					
531805	12/19/2023	Chinh Nguyen	121123	Reimbursement for Water Dis...	90.00
Vendor 4653 - Chinh Nguyen Total:					90.00
Vendor: 6934 - Clinical Laboratory of San Bernardino, Inc.					
531806	12/19/2023	Clinical Laboratory of San Ber...	2301753	Water Quality Report October...	1,827.50
Vendor 6934 - Clinical Laboratory of San Bernardino, Inc. Total:					1,827.50
Vendor: 12975 - Coast Abatement Services, Inc.					
531807	12/19/2023	Coast Abatement Services, Inc.	1424	Asbestos Abatement Services	4,750.00
Vendor 12975 - Coast Abatement Services, Inc. Total:					4,750.00
Vendor: 6751 - Conico Roro, Inc.					
531808	12/19/2023	Conico Roro, Inc.	113023	Car Wash	26.00
531808	12/19/2023	Conico Roro, Inc.	113023	Facilities	78.73
531808	12/19/2023	Conico Roro, Inc.	113023	Park	287.55
531808	12/19/2023	Conico Roro, Inc.	113023	PW	588.21
531808	12/19/2023	Conico Roro, Inc.	113023	Water	460.56
Vendor 6751 - Conico Roro, Inc. Total:					1,441.05
Vendor: 0915 - Copy Rite Printing					
531809	12/19/2023	Copy Rite Printing	39688	Business Cards-W. Lawson	41.56
531809	12/19/2023	Copy Rite Printing	39689	Business Cards-E. Barbero	41.56
531809	12/19/2023	Copy Rite Printing	39690	Business Cards-W. Uphoff	47.03
531809	12/19/2023	Copy Rite Printing	39695	Business Cards-B. Waite	47.03
531809	12/19/2023	Copy Rite Printing	39696	Business Cards-M. Waronek	57.98
Vendor 0915 - Copy Rite Printing Total:					235.16
Vendor: 7371 - Corporate Payment Systems					
531810	12/19/2023	Corporate Payment Systems	B. Rindge 112723	APA Membership Dues-B. Rin...	840.95
531810	12/19/2023	Corporate Payment Systems	B. Rindge 112723	JPIA Conference-Dinner	39.35
531810	12/19/2023	Corporate Payment Systems	B. Rindge 112723	JPIA Conference-Lunch	20.63
531810	12/19/2023	Corporate Payment Systems	C. Dillon 112723	Plotter Ink Catridge	495.43
531810	12/19/2023	Corporate Payment Systems	C. Dillon 112723	Biennial Renewal-Civil Engineer	90.00
531810	12/19/2023	Corporate Payment Systems	C. Dillon 112723	Biennial Renewal-Civil Engineer	90.00
531810	12/19/2023	Corporate Payment Systems	C. Villa 112723	DJ for Tree Lighting	1,296.00
531810	12/19/2023	Corporate Payment Systems	C. Villa 112723	Lights & Supplies for Tree Light..	362.76
531810	12/19/2023	Corporate Payment Systems	C. Villa 112723	Halloween Event-Staff Lunch	39.14
531810	12/19/2023	Corporate Payment Systems	C. Villa 112723	Halloween Event-Staff Lunch	106.53
531810	12/19/2023	Corporate Payment Systems	C. Villa 112723	Veterans Day Wreath	110.25
531810	12/19/2023	Corporate Payment Systems	C. Villa 112723	Light for Tree Lighting	307.82
531810	12/19/2023	Corporate Payment Systems	D. Dixon 112723	Hotel-JPIA Conference	380.29
531810	12/19/2023	Corporate Payment Systems	D. Dixon 112723	Employee Coffee Day-Pastry	28.48
531810	12/19/2023	Corporate Payment Systems	D. Dixon 112723	Employee Coffee Day-Pastry	13.48
531810	12/19/2023	Corporate Payment Systems	G. Sugano 112723	Azure Active Directory Octobe...	1,385.81
531810	12/19/2023	Corporate Payment Systems	G. Sugano 112723	Zoom Video	15.99
531810	12/19/2023	Corporate Payment Systems	G. Sugano 112723	Acrobat Pro	16.48
531810	12/19/2023	Corporate Payment Systems	G. Sugano 112723	Acrobat Pro	719.70
531810	12/19/2023	Corporate Payment Systems	G. Sugano 112723	Internet Access November 23	162.48
531810	12/19/2023	Corporate Payment Systems	G. Sugano 112723	Internet & Phone Services	312.16
531810	12/19/2023	Corporate Payment Systems	G. Sugano 112723	Internet Access November 23	162.47
531810	12/19/2023	Corporate Payment Systems	G. Sugano 112723	Azure Active Directory Octobe...	461.93
531810	12/19/2023	Corporate Payment Systems	G. Sugano 112723	Internet & Phone Services	3,164.49
531810	12/19/2023	Corporate Payment Systems	G. Sugano 112723	Airtop3-Computer	3,392.90
531810	12/19/2023	Corporate Payment Systems	H. Flores 112723	CA Landscape Contractors Ass...	50.00
531810	12/19/2023	Corporate Payment Systems	H. Flores 112723	Water for Staff	30.13
531810	12/19/2023	Corporate Payment Systems	H. Flores 112723	Chain Saw Repair	209.58
531810	12/19/2023	Corporate Payment Systems	K. Gregory 112723	Daily Breeze Subscription	10.00
531810	12/19/2023	Corporate Payment Systems	K. Gregory 112723	Dropbox	19.99

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531810	12/19/2023	Corporate Payment Systems	K. Gregory 112723	Open House Supplies	8.25
531810	12/19/2023	Corporate Payment Systems	L. Abbott 112723	City Council Meeting Dinner	97.59
531810	12/19/2023	Corporate Payment Systems	L. Hernandez 112723	Email Newsletter Services	39.50
531810	12/19/2023	Corporate Payment Systems	L. Hernandez 112723	Email Newsletter Services	39.50
531810	12/19/2023	Corporate Payment Systems	L. Hernandez 112723	Airfare	232.96
531810	12/19/2023	Corporate Payment Systems	L. Hernandez 112723	Hotel Room	392.08
531810	12/19/2023	Corporate Payment Systems	L. Hernandez 112723	Sacramento Legislative Tour R...	675.00
531810	12/19/2023	Corporate Payment Systems	Lomita Park 112723	State of the City Posters	571.14
531810	12/19/2023	Corporate Payment Systems	Lomita Park 112723	Canva Subscription	12.99
531810	12/19/2023	Corporate Payment Systems	Lomita Park 112723	Custom Stage Skirt for State of..	489.93
531810	12/19/2023	Corporate Payment Systems	Lomita Park 112723	Museum EZ Up Art	30.00
531810	12/19/2023	Corporate Payment Systems	Lomita Park 112723	Tree Lighting Craft	42.57
531810	12/19/2023	Corporate Payment Systems	Lomita Park 112723	Halloween Supplies	63.45
531810	12/19/2023	Corporate Payment Systems	Lomita Park 112723	Tree Lighting Supplies	80.85
531810	12/19/2023	Corporate Payment Systems	Lomita Park 112723	Halloween Supplies	127.78
531810	12/19/2023	Corporate Payment Systems	Lomita Park 112723	Tree Lighting Supplies-Canes ...	203.49
531810	12/19/2023	Corporate Payment Systems	Lomita Park 112723	Round Shatterproof Ornamen...	649.38
531810	12/19/2023	Corporate Payment Systems	M. Andersen 112723	Water Treatment Plant-Course..	219.25
531810	12/19/2023	Corporate Payment Systems	M. Andersen 112723	Water Treatment Plant-Course..	219.25
531810	12/19/2023	Corporate Payment Systems	M. Andersen 112723	Push-to-Connect Tube Fitting...	74.30
531810	12/19/2023	Corporate Payment Systems	M. Sansbury 112723	18 in. Swaging Tool	54.75
531810	12/19/2023	Corporate Payment Systems	M. Sansbury 112723	Maintenance Supplies	17.51
531810	12/19/2023	Corporate Payment Systems	M. Sansbury 112723	Maintenance Supplies	21.98
531810	12/19/2023	Corporate Payment Systems	M. Sansbury 112723	Maintenance Supplies	37.33
531810	12/19/2023	Corporate Payment Systems	M. Sansbury 112723	Mass Mobile Apps	99.00
531810	12/19/2023	Corporate Payment Systems	M. Sansbury 112723	Water for Veterans Day Event	25.47
531810	12/19/2023	Corporate Payment Systems	R. Smoot 112723	2024 Sacramento Legislative ...	675.00
531810	12/19/2023	Corporate Payment Systems	S. Kamada 112723	Employee Appreciation Gift Ca..	2,000.00
531810	12/19/2023	Corporate Payment Systems	S. Kamada 112723	GFOA Membership Dues-S. K...	225.00
531810	12/19/2023	Corporate Payment Systems	S. Kamada 112723	CSMFO-Management-S. Kama...	135.00
531810	12/19/2023	Corporate Payment Systems	S. Ritchie 112723	SCMAF Youth Volleyball Tour...	540.00
531810	12/19/2023	Corporate Payment Systems	S. Ritchie 112723	Fitted 6" Square Pole Pad	897.73
531810	12/19/2023	Corporate Payment Systems	S. Ritchie 112723	Whistle & Scrimmage Vests	371.75
531810	12/19/2023	Corporate Payment Systems	S. Ritchie 112723	DRI 20 XL Sweat Map	213.99
531810	12/19/2023	Corporate Payment Systems	S. Ritchie 112723	Court Clean 6' Towel	185.99
531810	12/19/2023	Corporate Payment Systems	W. Lawson 112723	Property Report	103.20
531810	12/19/2023	Corporate Payment Systems	W. Lawson 112723	Gas	81.52
531810	12/19/2023	Corporate Payment Systems	W. Lawson 112723	Gas	50.36
531810	12/19/2023	Corporate Payment Systems	W. Lawson 112723	Cod Enforcement Subscription	25.95
				Vendor 7371 - Corporate Payment Systems	Total: 24,366.01
Vendor: 12721 - Cory Zedler					
531812	12/19/2023	Cory Zedler	113023	Mileage Reimbursement	40.09
531812	12/19/2023	Cory Zedler	121323	Wellness Reimbursement	150.00
				Vendor 12721 - Cory Zedler Total:	190.09
Vendor: 6828 - Creative Software Solutions					
531813	12/19/2023	Creative Software Solutions	CINV-044899	DAR November 23	478.33
				Vendor 6828 - Creative Software Solutions	Total: 478.33
Vendor: 12965 - Darlene Deichler					
531778	12/07/2023	Darlene Deichler	2004274.001	Refund-Line Dancing Class	55.00
				Vendor 12965 - Darlene Deichler Total:	55.00
Vendor: 6757 - Dataprose, Inc.					
531814	12/19/2023	Dataprose, Inc.	DP2304866	Water Bills	2,738.61
				Vendor 6757 - Dataprose, Inc.	Total: 2,738.61
Vendor: 7438 - Duke Service Center, Inc.					
531815	12/19/2023	Duke Service Center, Inc.	113023	Park	1,073.28
531815	12/19/2023	Duke Service Center, Inc.	113023	Street	908.06
531815	12/19/2023	Duke Service Center, Inc.	113023	Water	85.54
				Vendor 7438 - Duke Service Center, Inc.	Total: 2,066.88

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Vendor: 12290 - Duncan's Soo Bahk Do, LLC					
531816	12/19/2023	Duncan's Soo Bahk Do, LLC	120623	Karate Class Instructor	2,210.60
Vendor 12290 - Duncan's Soo Bahk Do, LLC Total:					2,210.60
Vendor: 7290 - Eden Serina					
531817	12/19/2023	Eden Serina	120623	Yoga Class Instructor	2,224.60
Vendor 7290 - Eden Serina Total:					2,224.60
Vendor: 2085 - Employment Development Department					
531818	12/19/2023	Employment Development De...	L0276024912	Unemployment Insurance Be...	1,311.76
Vendor 2085 - Employment Development Department Total:					1,311.76
Vendor: 2095 - Ewing Irrigation Products					
531819	12/19/2023	Ewing Irrigation Products	21150266	4-CST Toro Center Strip	7.67
531819	12/19/2023	Ewing Irrigation Products	21150266	3/4 L/P Slip Fix Repair Coup	26.15
531819	12/19/2023	Ewing Irrigation Products	21160826	1/2 X 3 PVC Sch80 Nipple	10.32
531819	12/19/2023	Ewing Irrigation Products	21160826	1/2 X CL PVC Sch80 Nipple	18.19
531819	12/19/2023	Ewing Irrigation Products	21160826	1/2 X 2 PVC Sch80 Nipple	20.93
531819	12/19/2023	Ewing Irrigation Products	21206757	Node-200 2STA Battery Central	149.62
531819	12/19/2023	Ewing Irrigation Products	21206757	XFF-TFA-050 R/B 17MM FPT T...	2.76
531819	12/19/2023	Ewing Irrigation Products	21206757	L/S Product Key Punch	2.98
531819	12/19/2023	Ewing Irrigation Products	21206757	Dripline 17MM Insert Coupling	6.62
531819	12/19/2023	Ewing Irrigation Products	21206757	Dripline Barbed Insert Ell	8.49
531819	12/19/2023	Ewing Irrigation Products	21206757	9V Alkaline Industrial Battery	10.91
531819	12/19/2023	Ewing Irrigation Products	21206757	8-Q Toro Quarter Nozzle	46.86
531819	12/19/2023	Ewing Irrigation Products	21206757	8-H Toro Half Nozzle	46.86
Vendor 2095 - Ewing Irrigation Products Total:					358.36
Vendor: 7481 - FM3 Research					
531820	12/19/2023	FM3 Research	241466	City of Lomita Survey	40,000.00
Vendor 7481 - FM3 Research Total:					40,000.00
Vendor: 3962 - Ganahl Lumber Company					
531821	12/19/2023	Ganahl Lumber Company	150926283	2" MQ Trash Pump, 98FT Max...	1,550.99
Vendor 3962 - Ganahl Lumber Company Total:					1,550.99
Vendor: 3070 - Grainger					
531822	12/19/2023	Grainger	9912564185	Plug, Tube 1/4" Brass And PBT	23.53
531822	12/19/2023	Grainger	9912564193	Pont of Use Water Heater	282.45
531822	12/19/2023	Grainger	9929323146	Fire Hydrant Relief Valve 500 ...	1,777.86
531822	12/19/2023	Grainger	9929323153	Pressure Gauge 1/4", NPT, 2-1...	231.19
Vendor 3070 - Grainger Total:					2,315.03
Vendor: 7118 - Gruber and Lopez, Inc.					
531823	12/19/2023	Gruber and Lopez, Inc.	4609	Financial Statements Audit-M...	6,300.00
531823	12/19/2023	Gruber and Lopez, Inc.	4610	Financial Statements Audit-M...	3,700.00
Vendor 7118 - Gruber and Lopez, Inc. Total:					10,000.00
Vendor: 12737 - Guma Masuda					
531824	12/19/2023	Guma Masuda	2004279.001	Refund-Picnic Shelter Deposit...	40.00
Vendor 12737 - Guma Masuda Total:					40.00
Vendor: 3036 - Harbor Freight Tools USA, Inc.					
531825	12/19/2023	Harbor Freight Tools USA, Inc.	1031303	250 lb Pull Retrieving Magnet	44.08
Vendor 3036 - Harbor Freight Tools USA, Inc. Total:					44.08
Vendor: 7242 - Herc Rentals, Inc.					
531826	12/19/2023	Herc Rentals, Inc.	34198749-001	Boom Lift Rental-Other Charge	6.56
531826	12/19/2023	Herc Rentals, Inc.	34198749-001	Boom Lift Rental-Fuel Charge	203.36
531826	12/19/2023	Herc Rentals, Inc.	34198749-001	Boom Lift Rental-Deliver & Pic...	275.63
531826	12/19/2023	Herc Rentals, Inc.	34198749-001	Boom Lift Rental	876.19
Vendor 7242 - Herc Rentals, Inc. Total:					1,361.74
Vendor: 3052 - Home Depot Credit Services					
531827	12/19/2023	Home Depot Credit Services	0010413	Water Bottle Deposit	4.80
531827	12/19/2023	Home Depot Credit Services	0010413	Bottle Water	19.92
531827	12/19/2023	Home Depot Credit Services	0010413	1/4"-20 tpi Zinc Hex Nut 100-...	33.04
531827	12/19/2023	Home Depot Credit Services	0010413	5/16"-18 x 2-1/2" Zinc Plated ...	28.59

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531827	12/19/2023	Home Depot Credit Services	0010413	5/16"-18 x 3/4" Zinc Plated He...	23.42
531827	12/19/2023	Home Depot Credit Services	0010413	5/16"-18 x 3-1/2". Zinc Plated...	74.07
531827	12/19/2023	Home Depot Credit Services	0010512	Raised Panel Polypropylene S...	296.84
531827	12/19/2023	Home Depot Credit Services	0511042	400 Natural Fiber White Paint...	46.24
531827	12/19/2023	Home Depot Credit Services	0511042	24 oz. Graffiti Remover	10.44
531827	12/19/2023	Home Depot Credit Services	0511042	8" Poinsetta	351.42
531827	12/19/2023	Home Depot Credit Services	0511042	24 oz. Latex Paint Cleaner Spr...	10.45
531827	12/19/2023	Home Depot Credit Services	0511042	23 oz. Glass Cleaner	12.17
531827	12/19/2023	Home Depot Credit Services	0511042	16 oz. Professional Strength G...	14.30
531827	12/19/2023	Home Depot Credit Services	0511042	12 oz Professional Strength La...	8.79
531827	12/19/2023	Home Depot Credit Services	4016226	9" High Leverage Lineman's Pl...	27.53
531827	12/19/2023	Home Depot Credit Services	4016226	Black Nitrile Gloves 100-Bx	24.11
531827	12/19/2023	Home Depot Credit Services	4016226	Chain Link Fence 170" Steel T...	45.90
531827	12/19/2023	Home Depot Credit Services	4016226	12.5 Steel Chain Link Fence H...	13.75
531827	12/19/2023	Home Depot Credit Services	4034453	3 oz. Clear Silicone Adhesive S...	6.59
531827	12/19/2023	Home Depot Credit Services	4034453	8 oz. Rust Dissolver Jelly	8.68
531827	12/19/2023	Home Depot Credit Services	4034453	50 Amp Single Surface Mount...	19.44
531827	12/19/2023	Home Depot Credit Services	4034453	18V 4.0 Ah Lithium-Ion Battery	21.84
531827	12/19/2023	Home Depot Credit Services	4034453	18V 4.0 Ah Lithium-Ion Battery	109.15
531827	12/19/2023	Home Depot Credit Services	5513365	25' Measurement Tape	25.20
531827	12/19/2023	Home Depot Credit Services	5513365	Gorilla Glue 8 oz	14.31
531827	12/19/2023	Home Depot Credit Services	5513365	Self Adhesive Wall Protector 3...	14.42
531827	12/19/2023	Home Depot Credit Services	7194804	Returning Raised Panel Polyrp...	-296.84
531827	12/19/2023	Home Depot Credit Services	7623233	Lavender Disinfectant and Od...	11.00
531827	12/19/2023	Home Depot Credit Services	7623233	Gang Decorator/Rocker Plastic..	5.96
531827	12/19/2023	Home Depot Credit Services	7623233	Gang Midway Nylon Wall Plate	2.16
531827	12/19/2023	Home Depot Credit Services	8010712	1/2 Liter Water 24-Pk	9.96
531827	12/19/2023	Home Depot Credit Services	8010712	CA Water Bottle Deposit	2.40
531827	12/19/2023	Home Depot Credit Services	8010712	Hover Image to Zoom 4-Way S...	12.09
531827	12/19/2023	Home Depot Credit Services	8010712	Screwdriving Set with Sleeve ...	10.99
531827	12/19/2023	Home Depot Credit Services	8010712	Dawn Ultra Dish Soap	10.99
531827	12/19/2023	Home Depot Credit Services	8010712	Nitrile Gloves 100-Pk	48.22
531827	12/19/2023	Home Depot Credit Services	8010712	Clorox Bleach 117 oz	18.48
531827	12/19/2023	Home Depot Credit Services	8010712	Paper Towel Roll 12 Double Ro...	35.42
531827	12/19/2023	Home Depot Credit Services	8010712	Toilet Paper 30 Roll	41.87
531827	12/19/2023	Home Depot Credit Services	8100384	Impact Duty 3 in. Magnetic Dr...	9.34
531827	12/19/2023	Home Depot Credit Services	8100384	Steel Screw Driver Bit Set 10 Pc	16.29
531827	12/19/2023	Home Depot Credit Services	8100384	Oil Drain Pan	9.90
531827	12/19/2023	Home Depot Credit Services	8100384	Gorilla Grip Tract Gloves 5 Pai...	10.89
531827	12/19/2023	Home Depot Credit Services	8100384	16 Qt. Drain Container	15.41
531827	12/19/2023	Home Depot Credit Services	8100384	Compact Battery and Charger ...	75.23
531827	12/19/2023	Home Depot Credit Services	8100384	2.5 Gal. Diesel Exhaust Fluid	132.17
531827	12/19/2023	Home Depot Credit Services	8100384	2.5 Gal. Diesel Exhaust Fluid	107.69
531827	12/19/2023	Home Depot Credit Services	8511572	16-1/2" Tongue and Groove Sl...	41.86
531827	12/19/2023	Home Depot Credit Services	8511572	15"-1 Ratcheting Impact Multi...	24.22
531827	12/19/2023	Home Depot Credit Services	8511572	1/4", 3/8" & 1/2" Drive Acces...	34.75
531827	12/19/2023	Home Depot Credit Services	8511572	Lumber	27.55
531827	12/19/2023	Home Depot Credit Services	8511572	Anchor	16.52
531827	12/19/2023	Home Depot Credit Services	8511572	CA Lumber fee	0.24
531827	12/19/2023	Home Depot Credit Services	8511572	780 PVC - PURP PRIMER TWIN...	6.11
531827	12/19/2023	Home Depot Credit Services	8511572	24 oz. Power Toilet Bowl Clea...	6.37
531827	12/19/2023	Home Depot Credit Services	8511572	Gray Flex Tubing	8.78
531827	12/19/2023	Home Depot Credit Services	8511572	AAA Battery 24-Pk	21.91
531827	12/19/2023	Home Depot Credit Services	8511572	Kneeling Pad	16.41
531827	12/19/2023	Home Depot Credit Services	8511572	9V Battery 2-PK	9.78
531827	12/19/2023	Home Depot Credit Services	8613837	Paint	49.48
531827	12/19/2023	Home Depot Credit Services	8613837	Paint Care Fee	0.65
Vendor 3052 - Home Depot Credit Services				Total:	1,819.66

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Vendor: 12968 - Jenny Jauregui					
531828	12/19/2023	Jenny Jauregui	2004277.001	Refund-Picnic Shelter Deposit...	75.00
				Vendor 12968 - Jenny Jauregui Total:	75.00
Vendor: 7420 - JFS Care					
531829	12/19/2023	JFS Care	November 23	Services-Lifeline November 23	741.00
				Vendor 7420 - JFS Care Total:	741.00
Vendor: 3887 - John L. Hunter & Associates					
531830	12/19/2023	John L. Hunter & Associates	LOM1MS412309	Consulting Services September..	1,084.50
531830	12/19/2023	John L. Hunter & Associates	LOM1MS412309	Consulting Services September..	270.00
				Vendor 3887 - John L. Hunter & Associates Total:	1,354.50
Vendor: 12840 - Kimley-Horn and Associates, Inc.					
531831	12/19/2023	Kimley-Horn and Associates, I...	26484591	Traffic Consulting for Traffic Ca...	11,555.69
				Vendor 12840 - Kimley-Horn and Associates, Inc. Total:	11,555.69
Vendor: 3331 - Lee's Tires					
531832	12/19/2023	Lee's Tires	83591	2018 Nissan Leaf Tires Replac...	117.18
531832	12/19/2023	Lee's Tires	83591	2018 Nissan Leaf-Tires, Valve ...	279.63
				Vendor 3331 - Lee's Tires Total:	396.81
Vendor: 12888 - Leticia Rodriguez					
531833	12/19/2023	Leticia Rodriguez	2004288.001	Refund-Picnic Shelter Deposit...	40.00
				Vendor 12888 - Leticia Rodriguez Total:	40.00
Vendor: 12979 - Liane Mason					
531834	12/19/2023	Liane Mason	2004314.001	Refund - Cardio Salsa	4.14
				Vendor 12979 - Liane Mason Total:	4.14
Vendor: 12038 - Linda Abbott					
531835	12/19/2023	Linda Abbott	113023	Wellness Reimbursement	150.00
				Vendor 12038 - Linda Abbott Total:	150.00
Vendor: 12839 - Linda Okumura					
531836	12/19/2023	Linda Okumura	120623	Line Dancing Class Instructor	3,395.00
				Vendor 12839 - Linda Okumura Total:	3,395.00
Vendor: 3054 - Linde Gas & Equipment Inc.					
531837	12/19/2023	Linde Gas & Equipment Inc.	39567340	Acetylene Torch Rental	65.37
				Vendor 3054 - Linde Gas & Equipment Inc. Total:	65.37
Vendor: 5010 - Lomita Chamber of Commerce					
531838	12/19/2023	Lomita Chamber of Commerce	2168	State of the City Event	3,300.00
				Vendor 5010 - Lomita Chamber of Commerce Total:	3,300.00
Vendor: 3903 - Lomita City Employees Association					
531839	12/19/2023	Lomita City Employees Associa...	December 23	Association Dues-December 23	960.00
				Vendor 3903 - Lomita City Employees Association Total:	960.00
Vendor: 3069 - M & N Trophies					
531840	12/19/2023	M & N Trophies	5287	Employee of the Year Plaque	146.30
				Vendor 3069 - M & N Trophies Total:	146.30
Vendor: 12977 - Marina Dias					
531841	12/19/2023	Marina Dias	2004297.001	Refund - Cardio Salsa	4.40
				Vendor 12977 - Marina Dias Total:	4.40
Vendor: 6020 - Mark Waronek					
531842	12/19/2023	Mark Waronek	121323	Mileage & Parking Reimburse...	417.95
				Vendor 6020 - Mark Waronek Total:	417.95
Vendor: 3085 - Mark's Lock & Safe, Inc.					
531843	12/19/2023	Mark's Lock & Safe, Inc.	0000036784	Maintenance October-Decem...	300.00
531843	12/19/2023	Mark's Lock & Safe, Inc.	0000036843	Troubleshoot & Repair Front ...	262.50
				Vendor 3085 - Mark's Lock & Safe, Inc. Total:	562.50
Vendor: 3344 - Metropolitan Water District					
531844	12/19/2023	Metropolitan Water District	49324	Annual Metro Park Lease	25.00
				Vendor 3344 - Metropolitan Water District Total:	25.00

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Vendor: 7203 - Mirage Carwash					
531845	12/19/2023	Mirage Carwash	2162	Car Wash	29.99
Vendor 7203 - Mirage Carwash Total:					29.99
Vendor: 3217 - MissionSquare Retirement					
11010	12/14/2023	MissionSquare Retirement	PE120823	Deferred Compensation-Pay ...	11,986.54
11010	12/14/2023	MissionSquare Retirement	PE120823	Deferred Compensation-Pay ...	365.26
11010	12/14/2023	MissionSquare Retirement	PE120823	Deferred Compensation-Pay ...	330.87
11010	12/14/2023	MissionSquare Retirement	PE120823	Deferred Compensation-Pay ...	34.95
11010	12/14/2023	MissionSquare Retirement	PE120823	Deferred Compensation-Pay ...	157.29
11010	12/14/2023	MissionSquare Retirement	PE120823	Deferred Compensation-Pay ...	132.82
11010	12/14/2023	MissionSquare Retirement	PE120823	Deferred Compensation-Pay ...	362.77
11010	12/14/2023	MissionSquare Retirement	PE120823	Deferred Compensation-Pay ...	286.06
11010	12/14/2023	MissionSquare Retirement	PE120823	Deferred Compensation-Pay ...	269.50
11010	12/14/2023	MissionSquare Retirement	PE120823	Deferred Compensation-Pay ...	257.10
11010	12/14/2023	MissionSquare Retirement	PE120823	Deferred Compensation-Pay ...	136.73
11010	12/14/2023	MissionSquare Retirement	PE120823	Deferred Compensation-Pay ...	292.36
11010	12/14/2023	MissionSquare Retirement	PE120823	Deferred Compensation-Pay ...	234.78
11010	12/14/2023	MissionSquare Retirement	PE120823	Deferred Compensation-Pay ...	29.14
11010	12/14/2023	MissionSquare Retirement	PE120823	Deferred Compensation-Pay ...	15.19
11010	12/14/2023	MissionSquare Retirement	PE120823	Deferred Compensation-Pay ...	12.71
11010	12/14/2023	MissionSquare Retirement	PE120823	Deferred Compensation-Pay ...	90.00
11010	12/14/2023	MissionSquare Retirement	PE120823	Deferred Compensation-Pay ...	113.28
11010	12/14/2023	MissionSquare Retirement	PE120823	Deferred Compensation-Pay ...	157.29
11010	12/14/2023	MissionSquare Retirement	PE120823	Deferred Compensation-Pay ...	1,139.88
Vendor 3217 - MissionSquare Retirement Total:					16,404.52
Vendor: 12971 - Nick Tasich					
531846	12/19/2023	Nick Tasich	2004283.001	Refund-Brit West Soccer -Tiny...	157.00
531846	12/19/2023	Nick Tasich	2004283.001	Refund - Sportball Soccer & T...	112.00
Vendor 12971 - Nick Tasich Total:					269.00
Vendor: 7496 - Numa Networks					
531847	12/19/2023	Numa Networks	35494	IT Services December 23	5,550.07
531847	12/19/2023	Numa Networks	35494	IT Services December 23	5,550.08
531847	12/19/2023	Numa Networks	35562	1 Year Renewal-Pro Support M..	2,854.42
531847	12/19/2023	Numa Networks	35562	1 Year Renewal-Pro Support M..	2,854.42
Vendor 7496 - Numa Networks Total:					16,808.99
Vendor: 12004 - Occupational Health Centers of CA, A Medical Grp					
531848	12/19/2023	Occupational Health Centers o...	81267622	Pre-Employee Physical Exam	104.00
Vendor 12004 - Occupational Health Centers of CA, A Medical Grp Total:					104.00
Vendor: 6594 - Office Depot Business Solutions, LLC					
531849	12/19/2023	Office Depot Business Solutio...	341300995001	Paper Clip 10-Pk	5.93
531849	12/19/2023	Office Depot Business Solutio...	341300995001	Tea Bag 25-Bx	4.79
531849	12/19/2023	Office Depot Business Solutio...	341300995001	Green Tea 28-Bx	5.45
531849	12/19/2023	Office Depot Business Solutio...	341300995001	Creamer	7.76
531849	12/19/2023	Office Depot Business Solutio...	341300995001	Envelope 10" X 13"	12.15
531849	12/19/2023	Office Depot Business Solutio...	341300995001	Copy Paper	23.97
531849	12/19/2023	Office Depot Business Solutio...	341383389001	Mouse Pad	4.54
531849	12/19/2023	Office Depot Business Solutio...	343552629001	Tonner Brother TN431Y	89.29
Vendor 6594 - Office Depot Business Solutions, LLC Total:					153.88
Vendor: 4105 - Pacific Western Bank					
11008	12/14/2023	Pacific Western Bank	PE120823	Federal & Medicare Taxes-Pay...	19,440.84
11008	12/14/2023	Pacific Western Bank	PE120823	Federal & Medicare Taxes-Pay...	2,634.11
11008	12/14/2023	Pacific Western Bank	PE120823	Federal & Medicare Taxes-Pay...	9.47
11008	12/14/2023	Pacific Western Bank	PE120823	Federal & Medicare Taxes-Pay...	272.63
11008	12/14/2023	Pacific Western Bank	PE120823	Federal & Medicare Taxes-Pay...	101.72
11008	12/14/2023	Pacific Western Bank	PE120823	Federal & Medicare Taxes-Pay...	151.63
11008	12/14/2023	Pacific Western Bank	PE120823	Federal & Medicare Taxes-Pay...	31.64
11008	12/14/2023	Pacific Western Bank	PE120823	Federal & Medicare Taxes-Pay...	57.06
11008	12/14/2023	Pacific Western Bank	PE120823	Federal & Medicare Taxes-Pay...	35.95

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11008	12/14/2023	Pacific Western Bank	PE120823	Federal & Medicare Taxes-Pay...	207.57
11008	12/14/2023	Pacific Western Bank	PE120823	Federal & Medicare Taxes-Pay...	7.77
11008	12/14/2023	Pacific Western Bank	PE120823	Federal & Medicare Taxes-Pay...	9.79
11008	12/14/2023	Pacific Western Bank	PE120823	Federal & Medicare Taxes-Pay...	114.90
11008	12/14/2023	Pacific Western Bank	PE120823	Federal & Medicare Taxes-Pay...	128.42
11008	12/14/2023	Pacific Western Bank	PE120823	Federal & Medicare Taxes-Pay...	95.84
11008	12/14/2023	Pacific Western Bank	PE120823	Federal & Medicare Taxes-Pay...	22.78
11008	12/14/2023	Pacific Western Bank	PE120823	Federal & Medicare Taxes-Pay...	85.93
11008	12/14/2023	Pacific Western Bank	PE120823	Federal & Medicare Taxes-Pay...	125.93
11008	12/14/2023	Pacific Western Bank	PE120823	Federal & Medicare Taxes-Pay...	16.25
11008	12/14/2023	Pacific Western Bank	PE120823	Federal & Medicare Taxes-Pay...	11.61
11008	12/14/2023	Pacific Western Bank	PE120823	Federal & Medicare Taxes-Pay...	144.56
11008	12/14/2023	Pacific Western Bank	PE120823	Federal & Medicare Taxes-Pay...	17.42
11008	12/14/2023	Pacific Western Bank	PE120823	Federal & Medicare Taxes-Pay...	10.60
11008	12/14/2023	Pacific Western Bank	PE120823	Federal & Medicare Taxes-Pay...	83.32
11008	12/14/2023	Pacific Western Bank	PE120823	Federal & Medicare Taxes-Pay...	12.85
11008	12/14/2023	Pacific Western Bank	PE120823	Federal & Medicare Taxes-Pay...	4.05
11008	12/14/2023	Pacific Western Bank	PE120823	Federal & Medicare Taxes-Pay...	1.11
11008	12/14/2023	Pacific Western Bank	PE120823	Federal & Medicare Taxes-Pay...	61.25
11008	12/14/2023	Pacific Western Bank	PE120823	Federal & Medicare Taxes-Pay...	29.40
11008	12/14/2023	Pacific Western Bank	PE120823	Federal & Medicare Taxes-Pay...	131.99
11008	12/14/2023	Pacific Western Bank	PE120823	Federal & Medicare Taxes-Pay...	32.13
11008	12/14/2023	Pacific Western Bank	PE120823	Federal & Medicare Taxes-Pay...	540.61
11009	12/14/2023	Pacific Western Bank	PE120823A	State Tax Withholdings-Pay E...	7,316.55
Vendor 4105 - Pacific Western Bank				Total:	31,947.68
Vendor: 12847 - Peter Nishita					
531850	12/19/2023	Peter Nishita	2004291.001	Refund-Hourly Gym Fee-Resid...	186.00
				Vendor 12847 - Peter Nishita Total:	186.00
Vendor: 7206 - Pitney Bowes					
531851	12/19/2023	Pitney Bowes	1024330603	Red Ink Cartridge for Stamp ...	129.64
				Vendor 7206 - Pitney Bowes	Total: 129.64
Vendor: 7223 - Pitney Bowes Global Financial Services LLC.					
531852	12/19/2023	Pitney Bowes Global Financial ...	3106401449	October-December 23 Postage...	428.05
				Vendor 7223 - Pitney Bowes Global Financial Services LLC. Total:	428.05
Vendor: 12512 - Prints Pacific, Inc.					
531853	12/19/2023	Prints Pacific, Inc.	20593	Baseball Jerseys-6" Simulated...	96.00
531853	12/19/2023	Prints Pacific, Inc.	20593	Baseball Jerseys-Lomita Simul...	198.00
531853	12/19/2023	Prints Pacific, Inc.	20593	Baseball Jerseys-3" Simulated...	213.75
				Vendor 12512 - Prints Pacific, Inc. Total:	507.75
Vendor: 4090 - Public Employee Retirement System					
11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	13,207.70
11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	26.56
11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	831.93
11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	759.02
11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	319.70
11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	204.50
11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	234.71
11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	276.88
11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	268.14
11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	581.70
11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	338.60
11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	171.85
11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	204.17
11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	195.17
11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	1,321.05
11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	379.72
11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	171.51
11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	303.03
11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	330.14

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11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	376.36	
11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	1,059.18	
11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	319.95	
11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	544.17	
11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	198.63	
11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	330.69	
11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	488.95	
11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	145.27	
11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	360.17	
11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	47.19	
11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	33.53	
11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	18.46	
11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	22.07	
11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	2.95	
11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	146.81	
11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	321.07	
11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	62.92	
11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	67.06	
11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	73.84	
11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	89.38	
11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	539.82	
11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	281.63	
11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	171.85	
11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	845.82	
11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	1,196.08	
11002	12/06/2023	Public Employee Retirement S...	PE112423	Retirement Contributions-Pay...	1,197.96	
11004	12/10/2023	Public Employee Retirement S...	December 23	Employee Health Insurance-D...	4,481.92	
11004	12/10/2023	Public Employee Retirement S...	December 23	Employee Health Insurance-D...	2,648.86	
11004	12/10/2023	Public Employee Retirement S...	December 23	Employee Health Insurance-D...	1,376.74	
11004	12/10/2023	Public Employee Retirement S...	December 23	Employee Health Insurance-D...	5,226.98	
11004	12/10/2023	Public Employee Retirement S...	December 23	Employee Health Insurance-D...	4,077.79	
11004	12/10/2023	Public Employee Retirement S...	December 23	Employee Health Insurance-D...	1,440.41	
11004	12/10/2023	Public Employee Retirement S...	December 23	Employee Health Insurance-D...	4,517.23	
11004	12/10/2023	Public Employee Retirement S...	December 23	Employee Health Insurance-D...	2,041.59	
11004	12/10/2023	Public Employee Retirement S...	December 23	Employee Health Insurance-D...	2,639.47	
11004	12/10/2023	Public Employee Retirement S...	December 23	Employee Health Insurance-D...	4,197.91	
11004	12/10/2023	Public Employee Retirement S...	December 23	Employee Health Insurance-D...	2,000.34	
11004	12/10/2023	Public Employee Retirement S...	December 23	Employee Health Insurance-D...	4,375.24	
11004	12/10/2023	Public Employee Retirement S...	December 23	Employee Health Insurance-D...	1,435.13	
11004	12/10/2023	Public Employee Retirement S...	December 23	Employee Health Insurance-D...	272.28	
11004	12/10/2023	Public Employee Retirement S...	December 23	Employee Health Insurance-D...	66.15	
11004	12/10/2023	Public Employee Retirement S...	December 23	Employee Health Insurance-D...	865.05	
11004	12/10/2023	Public Employee Retirement S...	December 23	Employee Health Insurance-D...	412.25	
11004	12/10/2023	Public Employee Retirement S...	December 23	Employee Health Insurance-D...	3,147.30	
11004	12/10/2023	Public Employee Retirement S...	December 23	Employee Health Insurance-D...	8,943.01	
				Vendor 4090 - Public Employee Retirement System	Total:	83,233.54
Vendor: 12173 - Race Communications						
531854	12/19/2023	Race Communications	RC1053289	Internet Access SBCOG Dece...	1,530.00	
531854	12/19/2023	Race Communications	RC1053289	Internet Access SBCOG Dece...	1,530.00	
				Vendor 12173 - Race Communications Total:	3,060.00	
Vendor: 12966 - Ramona Velasquez						
531855	12/19/2023	Ramona Velasquez	2004275.001	Refund-Picnic Shelter Deposit...	75.00	
				Vendor 12966 - Ramona Velasquez Total:	75.00	
Vendor: 12754 - Recap Advisors, LLC						
531856	12/19/2023	Recap Advisors, LLC	0091415	Consulting Svcs-RAD Repositi...	368.75	
				Vendor 12754 - Recap Advisors, LLC Total:	368.75	
Vendor: 12285 - Roadline Products Inc. USA						
531857	12/19/2023	Roadline Products Inc. USA	19383	Street Sign	128.71	
531857	12/19/2023	Roadline Products Inc. USA	19394	5/16-18 Hex Head Nut	77.18	

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531857	12/19/2023	Roadline Products Inc. USA	19394	Flange Bolts 5/16-18 100-Bag	108.04
Vendor 12285 - Roadline Products Inc. USA Total:					313.93

Vendor: 12980 - Rose Wong

531858	12/19/2023	Rose Wong	2004330.001	Refund - Cardio Salsa	4.42
Vendor 12980 - Rose Wong Total:					4.42

Vendor: 12777 - Runyon Surface Prep Co., LLC

531859	12/19/2023	Runyon Surface Prep Co., LLC	INV549714	Vonarx VA25 Cutter	962.44
531859	12/19/2023	Runyon Surface Prep Co., LLC	INV549714	Vonarx VA25 drum W/Hex Cut...	1,874.25
Vendor 12777 - Runyon Surface Prep Co., LLC Total:					2,836.69

Vendor: 3066 - Rusher Air Conditioning

531860	12/19/2023	Rusher Air Conditioning	2098674	A/C Maintenance-Pleated Filte..	164.65
531860	12/19/2023	Rusher Air Conditioning	2098674	A/C Maintenance-Labor	1,232.00
531860	12/19/2023	Rusher Air Conditioning	2098674	A/C Maintenance-Coil Cleaner...	66.99
Vendor 3066 - Rusher Air Conditioning Total:					1,463.64

Vendor: 7463 - Sakioka Wholesale Nursery, Inc.

531861	12/19/2023	Sakioka Wholesale Nursery, In...	20094539	Festuca Glauca Elijah Blue	44.98
531861	12/19/2023	Sakioka Wholesale Nursery, In...	20094539	Kalanchoe Thyrsiflora Flapjacks	69.46
531861	12/19/2023	Sakioka Wholesale Nursery, In...	20094539	Cordylone/Dracaena Red Sensa..	55.55
531861	12/19/2023	Sakioka Wholesale Nursery, In...	20094539	Tradescantia P. Purple Heart	66.46
531861	12/19/2023	Sakioka Wholesale Nursery, In...	20094539	Senecio Serpens	70.64
531861	12/19/2023	Sakioka Wholesale Nursery, In...	20094571	Senecio Mandralisca	100.51
531861	12/19/2023	Sakioka Wholesale Nursery, In...	20094571	Jasmine Stephanotis Floribun...	48.51
531861	12/19/2023	Sakioka Wholesale Nursery, In...	20094571	Echium Fastuosum (pride of ...	101.43
531861	12/19/2023	Sakioka Wholesale Nursery, In...	20094571	Cordylone/Dracaena Autralis	110.25
531861	12/19/2023	Sakioka Wholesale Nursery, In...	20094571	Lavandula (Green Leaf)	11.58
531861	12/19/2023	Sakioka Wholesale Nursery, In...	20094573	Cercidium Desert Museum	59.80
531861	12/19/2023	Sakioka Wholesale Nursery, In...	20094573	Palm Archontophoenix	71.66
531861	12/19/2023	Sakioka Wholesale Nursery, In...	20094715	15G Cercidium Desert Museum	118.38
531861	12/19/2023	Sakioka Wholesale Nursery, In...	20094715	Palm Archontophoenix	60.64
531861	12/19/2023	Sakioka Wholesale Nursery, In...	20094715	Scenio Mandralisca	66.70
531861	12/19/2023	Sakioka Wholesale Nursery, In...	20094715	Senecio Serpens DWF	-51.77
Vendor 7463 - Sakioka Wholesale Nursery, Inc. Total:					1,004.78

Vendor: 4630 - Sean Ritchie

531862	12/19/2023	Sean Ritchie	121123-01	Mileage Reimbursement	57.64
531862	12/19/2023	Sean Ritchie	121123-02	Mileage Reimbursement	11.14
Vendor 4630 - Sean Ritchie Total:					68.78

Vendor: 7188 - Sharp Business Systems

531863	12/19/2023	Sharp Business Systems	9004623621	BP70C55 Copier Usage 11/1/2...	311.25
Vendor 7188 - Sharp Business Systems Total:					311.25

Vendor: 12978 - Sienne Van Enk

531864	12/19/2023	Sienne Van Enk	2004307.001	Refund - Cardio Salsa	4.40
531864	12/19/2023	Sienne Van Enk	2004307.001	Refund - Cardio Salsa	4.14
Vendor 12978 - Sienne Van Enk Total:					8.54

Vendor: 5050 - Southern California Edison Co.

531779	12/12/2023	Southern California Edison Co.	700006214310-120123	Lomita Park	1,228.38
531779	12/12/2023	Southern California Edison Co.	700006214310-120123	Traffic Signals	34.43
531779	12/12/2023	Southern California Edison Co.	700006214310-120123	Street Lights	32.44
531779	12/12/2023	Southern California Edison Co.	700006910888-120623	Railroad Museum	227.89
531779	12/12/2023	Southern California Edison Co.	700007178650-120823	Narbonne Pedestrian Crosswa...	78.11
531779	12/12/2023	Southern California Edison Co.	700008444906-120623	Traffic Signals	662.56
531779	12/12/2023	Southern California Edison Co.	700016714053-120623	Lomita Park	2,767.15
531779	12/12/2023	Southern California Edison Co.	700016714053-120623	Western Pedestrian Crosswalk	17.64
531779	12/12/2023	Southern California Edison Co.	700016714053-120623	Appian Way	643.22
531779	12/12/2023	Southern California Edison Co.	700025877624-120123	Street Lights	601.50
531779	12/12/2023	Southern California Edison Co.	700025957042-120123	Street Lights	268.09
531779	12/12/2023	Southern California Edison Co.	700315793648-120123	Street Lights	191.41
531779	12/12/2023	Southern California Edison Co.	700420008832-120523	Cypress Reservoir	433.01

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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
531779	12/12/2023	Southern California Edison Co.	700492524416-100823	Hathaway Park	23.72
				Vendor 5050 - Southern California Edison Co.	Total: 7,209.55
Vendor: 5040 - Southern California Gas Co.					
531865	12/19/2023	Southern California Gas Co.	07370472008-120423	Park Facilities	212.72
531865	12/19/2023	Southern California Gas Co.	07380495007-120423	City Hall Facility	1,342.61
531865	12/19/2023	Southern California Gas Co.	11360471004-120423	Railroad Museum	5.95
				Vendor 5040 - Southern California Gas Co.	Total: 1,561.28
Vendor: 12456 - Sportball					
531866	12/19/2023	Sportball	120423	Comprehensive Sports Class In...	692.30
				Vendor 12456 - Sportball Total:	692.30
Vendor: 6172 - State Water Resources Control Board					
531867	12/19/2023	State Water Resources Control..	WD-0230924	Sewers Annual Permit July 23-...	3,746.00
531867	12/19/2023	State Water Resources Control..	WD-0231819	Drinking Water NPDES July 23-...	868.00
				Vendor 6172 - State Water Resources Control Board	Total: 4,614.00
Vendor: 12964 - Stephanie Ramirez					
531868	12/19/2023	Stephanie Ramirez	2004273.001	Refund-Museum Rentals-Dep...	100.00
				Vendor 12964 - Stephanie Ramirez Total:	100.00
Vendor: 6393 - Sully-Miller Contracting Co.					
531869	12/19/2023	Sully-Miller Contracting Co.	3469484	Asphalt	1,629.06
				Vendor 6393 - Sully-Miller Contracting Co.	Total: 1,629.06
Vendor: 12973 - Tatianna Nadeau					
531870	12/19/2023	Tatianna Nadeau	2004286.001	Refund-Tom Rico Deposit-Res...	200.00
				Vendor 12973 - Tatianna Nadeau Total:	200.00
Vendor: 12863 - Tetra Tech Inc					
531871	12/19/2023	Tetra Tech Inc	52165245	New Roof Design for Appian ...	1,305.00
				Vendor 12863 - Tetra Tech Inc Total:	1,305.00
Vendor: 6085 - Thompson Building Materials					
531872	12/19/2023	Thompson Building Materials	IV-59191	10 X 20 10 Mil Sliver/Brown T...	102.03
531872	12/19/2023	Thompson Building Materials	IV-59191	12 X 16 10 Mil Silver/Brown T...	32.66
531872	12/19/2023	Thompson Building Materials	IV-159046	Sir Mix 60 lb Concrete Mix	276.25
531872	12/19/2023	Thompson Building Materials	IV-159046	Sir Mix Pallet Deposit	40.79
531872	12/19/2023	Thompson Building Materials	IV-159046	Sir Mix Pallet RReturn	-33.08
531872	12/19/2023	Thompson Building Materials	IV-159122	10 X 20 10 Mil Silver/Brown T...	34.01
531872	12/19/2023	Thompson Building Materials	IV-159122	8 lb white T-Shirt Rags	27.41
531872	12/19/2023	Thompson Building Materials	IV-159122	4 X 2.5 Outside Corner Tool	19.79
531872	12/19/2023	Thompson Building Materials	IV-159122	6 X 4 Edger 3/8R Soft Handle	16.24
531872	12/19/2023	Thompson Building Materials	IV-159122	1/2 Staples for T50 1250-Pk	15.61
531872	12/19/2023	Thompson Building Materials	IV-159436	Misc Base Skip	112.46
531872	12/19/2023	Thompson Building Materials	IV-159439	Misc Base Skip	112.46
531872	12/19/2023	Thompson Building Materials	IV-159451	Misc Base Skip	112.46
531872	12/19/2023	Thompson Building Materials	IV-159587	Misc Base Skip	112.46
531872	12/19/2023	Thompson Building Materials	IV-159714	Rebar-1/2 DMSTC	82.64
				Vendor 6085 - Thompson Building Materials	Total: 1,064.19
Vendor: 12228 - Toshiba					
531873	12/19/2023	Toshiba	35413503	Copier Lease November 23	680.03
				Vendor 12228 - Toshiba Total:	680.03
Vendor: 9100 - Tripepi Smith and Associates					
531874	12/19/2023	Tripepi Smith and Associates	11372	Ad Hoc	395.63
531874	12/19/2023	Tripepi Smith and Associates	11372	Ad Hoc	395.62
				Vendor 9100 - Tripepi Smith and Associates	Total: 791.25
Vendor: 7327 - United Rentals (North America), Inc.					
531875	12/19/2023	United Rentals (North America..	224482401-002	Rental Generator-241/5970 C...	264.60
531875	12/19/2023	United Rentals (North America..	224482401-002	Rental Generator-Rental Prot...	808.50
531875	12/19/2023	United Rentals (North America..	224482401-002	Rental Generator	5,181.75
531875	12/19/2023	United Rentals (North America..	224482401-002.1	Rental Generator-241/7662 C...	496.13
531875	12/19/2023	United Rentals (North America..	224482401-004	Rental Generator-241/7662 C...	496.13
531875	12/19/2023	United Rentals (North America..	224482401-004	Rental Generator-241/5970 C...	264.60

Warrant Register

Payment Dates: 12/6/2023 - 12/19/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
531875	12/19/2023	United Rentals (North America..	224482401-004	Rental Generator-Rental Prot...	103.50
				Vendor 7327 - United Rentals (North America), Inc.	Total: 7,615.21
Vendor: 6878 - Urban Feet Inc.					
531876	12/19/2023	Urban Feet Inc.	LOM120123	Wind Breaker Lime	95.25
531876	12/19/2023	Urban Feet Inc.	LOM120123	Jacket & Safety Vest	122.62
531876	12/19/2023	Urban Feet Inc.	LOM120123	Jacket & Safety Vest	153.28
531876	12/19/2023	Urban Feet Inc.	LOM120123	Work Boots-C. Bobadilla	180.66
531876	12/19/2023	Urban Feet Inc.	LOM120123	Work Boots-J. Calderon	200.00
531876	12/19/2023	Urban Feet Inc.	LOM120123	Jacket Orange	100.73
				Vendor 6878 - Urban Feet Inc. Total:	852.54
Vendor: 12461 - Vanessa Galvez					
531877	12/19/2023	Vanessa Galvez	2004285.001	Refund-Tom Rico Deposit-Res...	200.00
				Vendor 12461 - Vanessa Galvez Total:	200.00
Vendor: 7373 - Wells Fargo Vendor Financial Services					
531878	12/19/2023	Wells Fargo Vendor Financial ...	5027674819	MX-C304W Printer Lease Dec...	86.01
				Vendor 7373 - Wells Fargo Vendor Financial Services	Total: 86.01
Vendor: 3044 - West Basin Municipal Water District					
11007	12/11/2023	West Basin Municipal Water D...	WB6212	October 23	271,968.00
				Vendor 3044 - West Basin Municipal Water District	Total: 271,968.00
Vendor: 7063 - Westfield Electric					
531879	12/19/2023	Westfield Electric	3047	Install Plug Outlet-Labor	550.00
531879	12/19/2023	Westfield Electric	3047	Install Plug Outlet-Materials	477.50
531879	12/19/2023	Westfield Electric	340676925001	CH-Install Two Flood Lights-La...	660.00
531879	12/19/2023	Westfield Electric	340676925001	Install Two Flood Lights-Mater...	648.00
531879	12/19/2023	Westfield Electric	3407	Preparing to Install Network J...	1,870.00
531879	12/19/2023	Westfield Electric	3407	Preparing to Install Network J...	1,731.25
531879	12/19/2023	Westfield Electric	3422	Install Network Jacks-Materials	175.50
531879	12/19/2023	Westfield Electric	3422	Install Network Jacks-Labor	660.00
				Vendor 7063 - Westfield Electric	Total: 6,772.25
Vendor: 12250 - William D. Uphoff					
531880	12/19/2023	William D. Uphoff	121323	Reimbursement for Airfare-Sa...	426.96
				Vendor 12250 - William D. Uphoff Total:	426.96
Vendor: 7282 - Williams Data Management					
531881	12/19/2023	Williams Data Management	0633339	Planning-File Storage Novemb...	168.46
				Vendor 7282 - Williams Data Management	Total: 168.46
Vendor: 6313 - Zep Manufacturing					
531882	12/19/2023	Zep Manufacturing	9009069512	Pull Towel 2 Ply 660 ft	1,142.19
				Vendor 6313 - Zep Manufacturing	Total: 1,142.19
					Grand Total: 691,100.19

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	287,630.39
205 - State Gas Tax	26,784.58
211 - Measure W	11,354.50
215 - Community Development Block Grant	741.00
220 - Proposition A Local Return	905.72
235 - South Coast AQMD	2,500.00
245 - Landscape Maintenance District #1	592.56
255 - Park Athletic	2,322.01
311 - Street Improvement	14,872.65
510 - Water Operations	334,476.57
520 - Water Capital	8,920.21
Grand Total:	691,100.19

Account Summary

Account Number	Account Name	Payment Amount
100-000-2285.000	Employee Association D...	960.00
100-000-2424.000	Management Trust	2,000.00
100-000-2508.000	Garnishment	301.37
100-000-2510.000	PERS	13,207.70
100-000-2515.000	Health Insurance	4,481.92
100-000-2535.000	Accident Insurance	53.90
100-000-2540.000	Dental Insurance	2,767.37
100-000-2550.000	Federal Withholding	22,074.95
100-000-2555.000	State Withholding	7,316.55
100-000-2560.000	Deferred Compensation	11,986.54
100-000-4320.000	Administrative Citations	2,000.00
100-000-4455.000	Parks and Recreation Fe...	490.50
100-000-4510.000	Park Rentals	1,156.00
100-110-5207.000	Medicare	9.47
100-110-5217.000	PERS Tier 3 (2%@62)	26.56
100-110-5430.000	Conferences and Meetin...	844.91
100-110-5505.000	Office Supplies and Expe...	234.73
100-110-5755.000	Special Department Supp..	97.59
100-120-5305.000	Legal Services	49,572.20
100-125-5205.000	Health Insurance	3,108.25
100-125-5207.000	Medicare	272.63
100-125-5215.000	PERS Tier 1 (2.5%@55)	831.93
100-125-5216.000	PERS Tier 2 (2%@60)	759.02
100-125-5217.000	PERS Tier 3 (2%@62)	319.70
100-125-5345.000	Contractual Services	40,843.38
100-125-5430.000	Conferences and Meetin...	1,975.04
100-125-5755.000	Special Department Supp..	4,881.81
100-130-5205.000	Health Insurance	1,808.70
100-130-5207.000	Medicare	101.72
100-130-5215.000	PERS Tier 1 (2.5%@55)	204.50
100-130-5216.000	PERS Tier 2 (2%@60)	234.71
100-130-5217.000	PERS Tier 3 (2%@62)	276.88
100-130-5410.000	Advertising	10.00
100-130-5505.000	Office Supplies and Expe...	153.88
100-130-5710.000	Equipment Maintenance	557.69
100-130-5755.000	Special Department Supp..	174.54
100-210-5205.000	Health Insurance	5,300.08
100-210-5207.000	Medicare	151.63
100-210-5215.000	PERS Tier 1 (2.5%@55)	268.14
100-210-5216.000	PERS Tier 2 (2%@60)	581.70
100-210-5217.000	PERS Tier 3 (2%@62)	338.60
100-210-5345.000	Contractual Services	3,807.21

Account Summary

Account Number	Account Name	Payment Amount
100-210-5425.000	Dues and Memberships	225.00
100-210-5430.000	Conferences and Meetin...	135.00
100-210-5505.000	Office Supplies and Expe...	19.83
100-230-5205.000	Health Insurance	210.62
100-230-5206.000	Health Insurance Retirees	4,077.79
100-230-5207.000	Medicare	31.64
100-230-5217.000	PERS Tier 3 (2%@62)	171.85
100-230-5220.000	State Unemployment In...	1,311.76
100-230-5345.000	Contractual Services	144.00
100-230-5430.000	Conferences and Meetin...	380.29
100-230-5755.000	Special Department Supp..	352.85
100-335-5205.000	Health Insurance	1,624.11
100-335-5207.000	Medicare	93.01
100-335-5216.000	PERS Tier 2 (2%@60)	204.17
100-335-5217.000	PERS Tier 3 (2%@62)	195.17
100-335-5710.000	Equipment Maintenance	452.80
100-410-5205.000	Health Insurance	4,981.76
100-410-5207.000	Medicare	215.34
100-410-5217.000	PERS Tier 3 (2%@62)	1,321.05
100-410-5340.000	Professional Services	103.20
100-410-5341.000	Property Nuisance Abat...	4,750.00
100-410-5345.000	Contractual Services	168.46
100-410-5425.000	Dues and Memberships	840.95
100-410-5430.000	Conferences and Meetin...	59.98
100-410-5505.000	Office Supplies and Expe...	83.12
100-410-5720.000	Fuel	131.88
100-410-5755.000	Special Department Supp..	25.95
100-440-5345.000	Contractual Services	12,234.95
100-440-5415.000	Communications	858.06
100-440-5525.000	Equipment Under \$5k	924.70
100-440-5605.000	Rents and Leases	1,077.29
100-605-5205.000	Health Insurance	2,470.90
100-605-5207.000	Medicare	124.69
100-605-5215.000	PERS Tier 1 (2.5%@55)	379.72
100-605-5216.000	PERS Tier 2 (2%@60)	171.51
100-605-5217.000	PERS Tier 3 (2%@62)	303.03
100-605-5345.000	Contractual Services	3,746.00
100-605-5420.000	Mileage Reimbursement	40.09
100-605-5505.000	Office Supplies and Expe...	495.43
100-610-5205.000	Health Insurance	3,020.91
100-610-5207.000	Medicare	128.42
100-610-5216.000	PERS Tier 2 (2%@60)	330.14
100-610-5217.000	PERS Tier 3 (2%@62)	376.36
100-710-5205.000	Health Insurance	4,638.78
100-710-5207.000	Medicare	118.62
100-710-5215.000	PERS Tier 1 (2.5%@55)	1,059.18
100-710-5217.000	PERS Tier 3 (2%@62)	319.95
100-710-5405.000	Utilities	1,342.61
100-710-5510.000	Small Tools	54.75
100-710-5705.000	General Maintenance	12,156.95
100-710-5710.000	Equipment Maintenance	149.62
100-710-5720.000	Fuel	78.73
100-730-5205.000	Health Insurance	2,182.86
100-730-5207.000	Medicare	211.86
100-730-5215.000	PERS Tier 1 (2.5%@55)	544.17
100-730-5217.000	PERS Tier 3 (2%@62)	198.63
100-730-5345.000	Contractual Services	9,818.50
100-730-5420.000	Mileage Reimbursement	68.78

Account Summary

Account Number	Account Name	Payment Amount
100-730-5505.000	Office Supplies and Expe...	38.58
100-730-5755.000	Special Department Supp..	99.00
100-735-5207.000	Medicare	16.25
100-735-5755.000	Special Department Supp..	2,346.59
100-740-5205.000	Health Insurance	4,889.41
100-740-5207.000	Medicare	156.17
100-740-5215.000	PERS Tier 1 (2.5%@55)	330.69
100-740-5216.000	PERS Tier 2 (2%@60)	488.95
100-740-5217.000	PERS Tier 3 (2%@62)	145.27
100-740-5405.000	Utilities	4,231.97
100-740-5435.000	Training and Education	50.00
100-740-5505.000	Office Supplies and Expe...	30.13
100-740-5515.000	Uniform Expense	95.25
100-740-5605.000	Rents and Leases	25.00
100-740-5705.000	General Maintenance	4,484.24
100-740-5710.000	Equipment Maintenance	78.08
100-740-5720.000	Fuel	1,360.83
100-750-5207.000	Medicare	17.42
100-750-5405.000	Utilities	233.84
100-750-5415.000	Communications	30.95
205-610-5205.000	Health Insurance	1,771.67
205-610-5207.000	Medicare	93.92
205-610-5217.000	PERS Tier 3 (2%@62)	360.17
205-610-5346.000	Street Sweeping Contract	19,173.42
205-610-5405.000	Utilities	2,143.14
205-610-5435.000	Training and Education	90.00
205-610-5505.000	Office Supplies and Expe...	24.72
205-610-5510.000	Small Tools	44.07
205-610-5515.000	Uniform Expense	757.29
205-610-5705.000	General Maintenance	491.09
205-610-5710.000	Equipment Maintenance	338.82
205-610-5720.000	Fuel	1,496.27
211-347-5340.000	Professional Services	11,084.50
211-347-5771.000	Infrastructure Projects P...	270.00
215-550-5345.000	Contractual Services	741.00
220-340-5205.000	Health Insurance	315.36
220-340-5207.000	Medicare	12.85
220-340-5215.000	PERS Tier 1 (2.5%@55)	47.19
220-340-5216.000	PERS Tier 2 (2%@60)	33.53
220-340-5217.000	PERS Tier 3 (2%@62)	18.46
220-340-5345.000	Contractual Services	478.33
235-350-5345.000	Contractual Services	2,500.00
245-720-5405.000	Utilities	592.56
255-760-5205.000	Health Insurance	86.43
255-760-5207.000	Medicare	4.05
255-760-5217.000	PERS Tier 3 (2%@62)	22.07
255-760-5345.000	Contractual Services	540.00
255-760-5506.000	Sport Supplies	1,669.46
311-810-5806.373	Traffic Calming	11,555.69
311-810-5806.380	Sidewalk Improvement P...	3,316.96
510-110-5207.000	Medicare	1.11
510-110-5217.000	PERS Tier 3 (2%@62)	2.95
510-120-5305.000	Legal Services	2,910.60
510-125-5205.000	Health Insurance	885.39
510-125-5207.000	Medicare	61.25
510-125-5215.000	PERS Tier 1 (2.5%@55)	146.81
510-125-5216.000	PERS Tier 2 (2%@60)	321.07
510-130-5205.000	Health Insurance	531.01

Account Summary

Account Number	Account Name	Payment Amount
510-130-5207.000	Medicare	29.40
510-130-5215.000	PERS Tier 1 (2.5%@55)	62.92
510-130-5216.000	PERS Tier 2 (2%@60)	67.06
510-130-5217.000	PERS Tier 3 (2%@62)	73.84
510-220-5205.000	Health Insurance	3,324.18
510-220-5207.000	Medicare	131.99
510-220-5215.000	PERS Tier 1 (2.5%@55)	89.38
510-220-5216.000	PERS Tier 2 (2%@60)	539.82
510-220-5217.000	PERS Tier 3 (2%@62)	281.63
510-220-5345.000	Contractual Services	1,269.08
510-220-5505.000	Office Supplies and Expe...	2,738.61
510-230-5205.000	Health Insurance	210.62
510-230-5207.000	Medicare	32.13
510-230-5217.000	PERS Tier 3 (2%@62)	171.85
510-440-5345.000	Contractual Services	7,704.48
510-440-5415.000	Communications	3,164.49
510-440-5525.000	Equipment Under \$5k	3,392.90
510-630-5205.000	Health Insurance	10,775.57
510-630-5207.000	Medicare	540.61
510-630-5215.000	PERS Tier 1 (2.5%@55)	845.82
510-630-5216.000	PERS Tier 2 (2%@60)	1,196.08
510-630-5217.000	PERS Tier 3 (2%@62)	1,197.96
510-630-5336.000	Permit & Assessment Fe...	868.00
510-630-5339.000	Water Quality - Clinical L...	1,827.50
510-630-5340.000	Professional Services	3,992.62
510-630-5345.000	Contractual Services	2,854.42
510-630-5405.000	Utilities	643.22
510-630-5415.000	Communications	60.38
510-630-5435.000	Training and Education	618.50
510-630-5440.000	Water Purchases - MWD	271,968.00
510-630-5442.000	Utilities - CWPF	433.01
510-630-5505.000	Office Supplies and Expe...	12.36
510-630-5510.000	Small Tools	208.42
510-630-5525.000	Equipment Under \$5k	1,833.44
510-630-5705.000	General Maintenance	5,671.31
510-630-5710.000	Equipment Maintenance	238.68
510-630-5720.000	Fuel	546.10
520-840-5820.134	Emergency Generator	7,615.21
520-840-5821.239	Appian Way Roof	1,305.00
	Grand Total:	691,100.19

Project Account Summary

Project Account Key	Payment Amount
None	667,307.33
520.134	7,615.21
Appian Way Roof	1,305.00
Sidewalk Improvement Program	3,316.96
Traffic Calming	11,555.69
	Grand Total:
	691,100.19



CITY OF LOMITA CITY COUNCIL REPORT

Item No. 7d

TO: City Council
FROM: Ryan Smoot, City Manager
PREPARED BY: Susan Kamada, Administrative Services Director
MEETING DATE: December 19, 2023
SUBJECT: Monthly Report for the Administrative Services Department

RECOMMENDATION

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

BACKGROUND

Accounting Activities:

- Meeting with HdL – 2nd Quarter Sales tax Review
- Staff completed the Annual Audit field work
- Staff completed the Audit field work for LACMTA
- Staff completed Local Street and Roads Program Annual Expenditure Reporting
- Staff participated in CalPERS “Health Enrollment” Training Class
- Staff participated in CalPERS “Payroll Adjustments” Training Class
- Staff attended the State of the City

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

<i>Journal Entries/Adjustments</i>	7
<i>Payroll Updates/Maintenance Changes</i>	50 / 3 New Hires
<i>Purchase Orders Issued</i>	1
<i>Purchase Orders Paid</i>	15
<i>Invoices Processed for Payment</i>	294
<i>Checks Processed (Demands & Manual)</i>	195
<i>Payroll Checks Processed</i>	177
<i>Business Licenses Issued (New / Renewals)</i>	39/52
<i>Water Utility Bills Mailed/Late Notices Issued</i>	Water Utility Bills Mailed 3929
<i>Service Orders Issued (for Water Accounts)</i>	49

OPTIONS:

None. Information only. Receive and file.

FISCAL IMPACT

None. Information only. Receive and file.

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Susan Kamada
Administrative Services Director



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

PREPARED BY: Gary Y. Sugano, Assistant City Manager

MEETING DATE: December 19, 2023

SUBJECT: Monthly Report for the City Manager's Department

RECOMMENDATION

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

BACKGROUND

Information Technology

The City has completed the transition from TPx Communications to Airespring in upgrading networking and phone systems. Numa Networks is currently on-site one day per week to provide as-needed IT support. During the month of November, Numa Networks assisted with a total of 121 trouble tickets.

Human Resources/Risk Management

The City currently has two (2) recruitments open; Part-time Recreation Leader-Parks and Part-time Recreation Leader-Museum in the Recreation and Facilities Division. Four internal recruitments recently closed: Lead Worker-Water Distribution and Lead Worker-Water Treatment in the Public Works Department and Lead Worker-Facilities and Recreation Coordinator in the Recreation and Facilities Division. Existing part-time employee, Robert Heaney, was selected to fill the Recreation Coordinator position in the Recreation and Facilities Division and began his new assignment on December 11, 2023. Interviews for the remaining three positions are scheduled to take place in January. The most qualified candidates will be invited to participate in a panel interview.

As part of the City's efforts to provide varied work experience to some of our part-time recreation staff, two part-time Recreation Leaders, Dacia Bello and Emma Ortiz, will be assisting the Human Resources Division. They began their training on December 11, 2023 and will work part-time as Human Resources Interns.

City staff attended the City's annual holiday party on December 4, 2023 at Top Golf in El Segundo. Staff enjoyed dinner, raffle prizes and participated in golf games. Annual service awards were also distributed.

Emergency Management

The City was awarded a Hazard Mitigation Assistance Grant in the amount of \$1,124,884.50 for the 247th Street Area Water Main Replacement Project. Staff submitted a time extension request and CalOES/FEMA determined that a new time extension is warranted based on the numerous challenges and unforeseen delays with this project. The new Period of Performance is May 14, 2025. A quarterly report will be submitted to CalOES/FEMA by January 15, 2024.

The city was awarded a Hazard Mitigation Assistance Grant on June 7, 2023 to update the Local Hazard Mitigation Plan (LHMP) in the amount of \$72,680 for the project costs and \$3,622 for grant management costs. The RFP seeking LHMP preparation services was released on September 28 and closed on October 31. The City Council awarded the project to Risk Management Professionals on December 5, 2023. Kick-off activities will begin early 2024 and a quarterly report will be submitted to CalOES/FEMA by January 15, 2024.

Staff has scheduled two events in collaboration with the American Red Cross as part of our going community preparedness efforts, a blood drive in for February 6, 2024 in the Don Knabe Community Room and a free smoke alarm installation event for Saturday, May 4, 2024. A logistics meeting was held with American Red Cross representatives on December 6. The blood drive and smoke detector alarm installation events have been discussed with the CERT volunteers to coordinate their participation. Public outreach for these events will begin early 2024.

Staff attended the Alert South Bay Task Force Meeting on December 13 to review with Area G cities, among other items, the Regional Wireless Emergency Alert Test taking place on Tuesday, January 9, 2024 at 11:20am. The testing of the system is a federal requirement and staff will be working on public outreach to notify the community.

Lomita Manor

The Lomita Manor property management company, HumanGood, continues providing several activities to residents. These activities include Exercise/Chair class, Coloring class, and Seasonal Holiday activities such as the St Patrick's Celebration, Easter Egg Craft, and Fourth of July BBQ. Additional activities that have been added include Bingo, Walking Group, Art Class, Bi-Monthly Celebrations of residents' birthdays with cake, scrapbooking, and community potlucks. In November, Lomita Manor hosted a Thanksgiving dinner for the residents. The property management team will continue to explore other activities for the residents at Lomita Manor.

Community Development Block Grant Programs

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

Residential Rehabilitation: For Fiscal Year 2023-24, a total of two projects are scheduled to be completed. Two applications have been approved, one applicant has signed the necessary documents and staff is currently waiting for the second applicant to sign pending documents.

Lifeline: The Lifeline program provides emergency response service for a total of 19 subscribers currently enrolled. The program is accepting applications from Lomita residents who are at least 55 years old or disabled.

City Clerk's Office

- Continued work on agenda management and meeting video streaming project implementation

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

City Clerk activity for the month

Council Meeting Agenda & Minutes Prepared	4/7
Council Resolutions Adopted & Processed	7
Housing Authority Agenda & Minutes Prepared	1/1
Contracts/Agreements Processed	4
Ordinances Adopted & Published	0
Certificates Prepared	29
Public Records Requests Processed	13
Dial-a-Ride New Cards Issued	4
Dial-a-Ride Payments Processed	37
Dial-a-Ride Assistance-Phone/Counter	107
Administrative Parking Appeals Reviewed & Processed	49
Parking Citations Issued & Processed	837
Parking Citations Assistance – Phone/Counter	69
Planning Commission Meeting Agenda & Minutes Prepared	0/0
Planning Commission Resolutions Processed	0
Public Safety & Traffic Commission Agenda & Minutes Prepared	1/1
Technical Traffic Advisory Committee Agenda & Minutes Prepared	0/0
Scanned & Indexed Documents	11
Water Billing Payments and Assistance- Phone/Counter	161

OPTIONS:

None. Information only. Receive and file.

FISCAL IMPACT

None. Information only. Receive and file.

ATTACHMENTS

None.

Prepared by:



Gary Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. 7f**
FROM: Ryan Smoot, City Manager
PREPARED BY: Brianna Rindge, Community & Economic Development Director
MEETING DATE: November 21, 2023
SUBJECT: Monthly Report for the Community & Economic Development Department

RECOMMENDATION

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

DISCUSSION

See Attachment 1.

OPTIONS

None. Information only. Receive and file.

ATTACHMENTS

1. Community & Economic Development Department Year in Review 2023

Reviewed by:

Gary Sugano

Gary Y. Sugano
Assistant City Manager

Approved by:

Ryan Smoot

Ryan Smoot
City Manager

Prepared by:

Brianna Rindge

Brianna Rindge
Community & Economic Development Director

2023 Year in Review



City of Lomita Community & Economic Development Department

 **350+**
properties
gained compliance

 **30**
public
planning meetings

 **11**
special events
approved

 **20**
ordinances
adopted

 **550+**
code complaints
addressed

 **650+**
graffiti &
dumping removed

 **80+**
property
records reports

 **1,123**
building
permits approved

 **500+**
business zoning clearances

OVER 1,000 inspections! 

to name a few!

*as of
December 13, 2023



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

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

MEETING DATE: December 19, 2023

SUBJECT: Monthly Report for the Recreation and Facilities Division

RECOMMENDATION

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

RECREATION SERVICES

- Staff is working on the Spring 2024 newsletter.
- Fall youth sports have concluded for the 2023 season.
- Recreation staff is preparing for the upcoming basketball season.
- The Lomita Tree Lighting took place on Friday, December 1st with performances from local schools, (15) local vendors, snow for public play, and Santa was in attendance accompanied by the LASD.
- Staff assisted the Lomita Railroad Foundation during their annual Santa Event on December 10th with another great turn out.
- Staff has started to prep for the upcoming 2024 year.

YOUTH SPORTS

- Youth Flag Football and Volleyball ended on December 15th. We had a total of (230) kids enrolled between the 2 sports.

ADULT SPORTS

- Men's Basketball is about to start back up in January. Staff has reached out to teams to see their interest in the upcoming leagues.

PROGRAM REGISTRATIONS

- Winter registrations for youth and adult basketball leagues will start for Lomita residents on December 1st and non-residents will begin on December 15th.

PROJECTS

- Starting the first week of December, Staff will be posting our Men's Basketball leagues in various locations such as: 24 Hour Fitness, LA Fitness, El Camino College, and Harbor College to spread the word and hopefully increase the number of teams, and the number of nights offered.

MAINTENANCE AND FACILITIES

- Staff decorated the interior and exterior of City Hall & Railroad Museum for the holidays.
- Added a dedicated circuit (trenched, conduit, wire, breakers etc.) to the large pine tree in front of City Hall.
- Repaired the in-ground lighting in the landscaping of the Japanese Circle in front of City Hall.
- Emergency Generator at City Hall, minor service inspection and tests were performed.
- Additional lights were added to the security lights in front of City Hall for the Tree Lighting and future events at City Hall.
- The Historical Room at City Hall had a few modifications and upgrades.
 - Installed (3) additional electrical outlets.
 - Installed (3) additional ethernet connections.
 - Drywall and painting
 - New inground door closures were installed on the glass door from the foyer.
 - An electric access card reader was installed on the exterior door that face the city hall parking lot.
- Rekeyed the basketball switches in the gymnasium at Lomita Park.

OPTIONS:

None. Information only. Receive and file.

FISCAL IMPACT

None. Information only. Receive and file.

Reviewed by:

Gary Sugano

Gary Y. Sugano
Assistant City Manager

Approved by:

Ryan Smoot

Ryan Smoot
City Manager

Prepared by:

Michael M. Sansbury

Michael M. Sansbury
Recreation & Facilities Manager

Prepared by:

Emma Kelley

Emma Kelley
Recreation Manager



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. 7h**
FROM: Ryan Smoot, City Manager
PREPARED BY: Carla Dillon, P.E., Director of Public Works
MEETING DATE: December 19, 2023
SUBJECT: Monthly Report for the Public Works Department

RECOMMENDATION:

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

BACKGROUND:

Water Division Updates

Cypress Water Production Facility (CWPF) and Distribution System Update

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

In November 2023, the City pumped 0.0 acre-feet of groundwater from Well No. 5. All drinking water was supplied with imported water from West Basin MWD. In November 2023, the City imported 151 acre-feet from West Basin MWD. The monthly water reports can be found at www.lomitawater.com/oversight/water-quality-reports/.

To protect the water system, all backflow devices within the service area are required to be tested once per year. In Lomita's water system there are approximately 160 backflow devices. In August, letters and backflow test forms were sent to the customers requiring the devices be tested and forms submitted by September 18. The City has received 100% of the test results.

The City has been offering monthly tours of the Cypress Water Production Facility. One tour was conducted in November and a total of 2 community members toured the facility. Residents who are interested in touring the facility may sign up for a tour at <https://www.lomitawater.com/water-tours/>.

Water Division Performance Measures:

Main Breaks/Leak Repairs	0
Service Connection Breaks/Leaks	1
Water Outages	0
Water Service Requests	30
USA Dig-Alert Tickets	80
Dead-end Fire Hydrant Flushing	4
Meter Maintenance	15
Inspection of Water Facilities	Daily
Water Quality Complaints	1

Engineering/PW Administration Division Updates

CIP Update – Construction Phase

Cypress Water Production Facility (CWPF) Upgrade Project

The City’s contractor RC Foster, with the oversight of the contract manager, AKM Consulting Engineers, is progressing on construction. Hazen and Sawyer continue to provide support for the permitting with the Division of Drinking Water (DDW). During this period, RC Foster worked on electrical components, the security camera system, and the data control system (SCADA).

Progress	As of November 30, 2023
Percent Project completion	99%
Overall Project, invoiced/approved	\$4,359,494
Overall Project budget (approved contracts)	\$4,835,131

City staff, the contractor and its sub-contractors, construction manager, designer, and the City’s SCADA contractor held a joint meeting at the site to troubleshoot electronic control integration. Action items were developed to allow progress in this critical area. The City shares project updates on <https://www.lomitawater.com/> as new information is available. In addition, a short video describing the GAC project and treatment process is available here: <https://www.lomitawater.com/infrastructure/granular-activated-carbon/>.

247th Street Area Watermain Project

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

Design of the project was awarded to Onward Engineering in November 2021, and design is complete. City Council approved the project and authorized release for bidding, which will take place in early 2024.

Progress	As of November 30, 2023
Percent Project completion	100% (of design)
Overall Project, invoiced/approved	--
Overall Project budget	--

Emergency Generator

This project consists of installation of an emergency generator that will be capable of servicing the Appian Way Pump Station as needed. The design of this project was completed by AEPC Group in June 2023, and the City awarded the construction contract to Blue Ridge Mechanical, Inc.

This project consists of 1) The City directly procuring the permanent generator and load bank from Gen-Tech, 2) The City directly renting a temporary generator from United Rental and 3) A construction contract with Blue Ridge Mechanical Inc. for installation and testing. The short-term rental generator from United Rental was mobilized and included the air permit (through SCAQMD) for the rental unit. Since the Gen-Tech permanent generator was delivered in October, the short-term rental has been removed from the site. The load bank had a longer lead time and was not scheduled to be delivered until February 2024. The City cancelled the load bank order and will have the contractor, who will provide annual maintenance, provide their own load bank. The City is working with a third party to replace rental wires between the new generator and the pump house with permanent wires.

The City has applied for and received temporary operation permit (through CARB Board) for the permanent generator. The City has contracted a third party to facilitate final inspection of the generator by the CARB inspector followed by a permanent permit. The site visit is being scheduled for the CARB Board inspector to complete the formalities for the permanent permit.

Progress	As of November 30, 2023
Percent Project completion	90%
Overall Project, invoiced/approved	\$132,877.95
Overall Project, approved	\$325,351.19

CIP Update – Design Phase

Narbonne Avenue Water Replacement and Street Rehabilitation Project

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

The design of the project was awarded to David Evans and Associates (DEA) in December 2022. DEA submitted the 60% preliminary design package. City Engineering, Streets, and Water staff reviewed and approved the 60% design. DEA is awaiting approval by Caltrans for potholing near PCH and is working on the 90% design package. A meeting was held with DEA to review project progress.

Progress	As of November 30, 2023
Percent Project completion	60% (of design)
Overall Project, invoiced/approved	\$67,720.20
Overall Project Design Budget	\$199,940.00

Street Reconstruction – Zone G

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

The design of the project was awarded to David Evans and Associates (DEA) in July 2022. Construction is programmed for Spring-Summer 2024. Extensive field investigation and sampling have taken place to evaluate the road condition on the 17 streets included in this project, and the City has received the related technical reports. In addition, DEA has identified and provided preliminary cost estimates for curb ramps that require upgrades in the project zone. DEA has completed the 90% plans, specification, and estimates for City staff review. The staff has reviewed and provided comments on the specifications and the drawings. DEA is working on including the recommendations to get the 100% package ready.

Progress	As of November 30, 2023
Percent Design Project completion	60% (of design)
Overall Project, invoiced/approved	\$123,410.26
Overall Project Design Budget	\$221,835.00

Water Main Replacements in Zone G

The project consists of replacing three water mains in Zones G. The contract for engineering design was awarded to Onward Engineering who has begun the underground utility request process from various utility companies. Onward Engineering has begun working on the design drawings.

Progress	As of November 30, 2023
Percent Design Project completion	1% (of design)
Overall Project, invoiced (Onward Eng.)	\$2,303.38
Overall Project Design Budget.	\$202,118.00

Appian Way Pump Station Roof Project

This project consists of designing and constructing a new roof for the Appian Way Pump

Station. The design contract has been awarded to Tetra Tech, Inc., and 100% of the design drawings have been submitted. The final drawings and calculations are submitted to LA County Building and Safety for review and approval. Once the County review is complete, Tetra Tech will include LA County suggestions, prepare the final plans and specifications for City Council review and approval.

Progress	As of November 30, 2023
Percent Design Project completion	90% (of design)
Overall Project, invoiced/approved	\$37,702.98
Overall Project Design Budget.	\$86,395.00

Stephenson Center Maintenance Project

This project consists of design and construction for upgrades to the restroom facilities as well as restoration/replacement of the three-level roof at the Stephenson Center in Lomita Park. The project design has been awarded to BOA Inc., and their team visited the site and provided preliminary drawings for the restroom layout to meet accessibility design requirements. BOA’s subcontractor visited the site and collected samples to assess the presence of asbestos and lead paint. The results showed no asbestos and some presence of lead. BOA is working to complete the 100% design based upon the findings, including of the presence of termite damage.

Progress	As of November 30, 2023
Percent Design Project completion	70% (of design)
Overall Project, invoiced/approved	\$34,420.00
Overall Project Design Budget.	\$58,200.00

CIP Update – Studies and Pre-Design Phase

Sewer System Master Plan

The Sewer System Master Plan will identify any sewers that are undersized or need replacement. The contract to prepare a sewer system master plan was awarded to Psomas in July 2023. The team is establishing a sewer system model based upon land/parcel usage, data from Los Angeles County Department of Public Works on sewer maintenance, and flow monitoring conducted in the sewer to validate the model. The two-week-long flow monitoring was performed in November 2023.

Pavement Management System Update

The City of Lomita owns and maintains approximately 35 centerline miles of roadways with approximately 6,529,000 square feet of pavement. The City’s Pavement Management System (PMS) is a planning tool that tracks past, present and future pavement conditions and street maintenance/rehabilitation projects. A PMS ensures that the City is prioritizing roadway repairs to best serve the community when prioritizing proposed pavement maintenance projects. The City is required to update the Pavement Management Program every three years to maintain eligibility for Proposition C funding. The last update was undertaken in 2020.

On November 7, 2023, the council awarded the contract for the Pavement Management System Update to Bucknam Infrastructure Group Inc. The project kickoff meeting was held on November 27, 2023. Bucknam secured the Street Saver license for the City of Lomita which is required to perform the update.

Tom Rico Center Gymnasium & Railroad Museum Building Roof Replacement Project

This project consists of design and installation of new roof skin for the two buildings, upgrade of signs at the Railroad Museum, inspection, and test/treat the roof and the buildings for the termite infestation. The design contract has been awarded to BOA Inc., who will begin the preparation of drawings, specification, and estimates for construction.

Downtown Lomita Multi-Benefit Stormwater Project

This project will include the design and construction of stormwater features along Lomita Boulevard and Narbonne Avenue to mitigate local and downstream flood risk, improve water quality, and reduce the heat island effect in the downtown Lomita area. In addition, the project includes features to beautify the neighborhood and promote healthy transportation and recreation. The Project will divert 5.6 acre-feet of stormwater from three LACFCD storm drains in the downtown area of Lomita to an infiltration gallery and a series of drywells. Additional features include bioretention areas, pervious pavement, planting of vegetation with drought-tolerant, native plants, 45 new shade trees, 10 benches, bike locking stations, educational signage, and a bike lane along Lomita Boulevard.

Proposals were received for engineering design services for this project on November 21, 2023. The proposals were reviewed by Public Works, and three firms were chosen to enter the interview phase of the selection process.

Engineering/Regulatory Updates

Encroachment Permit Review/Approval

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

Stormwater

In November, the City received proposals for stormwater/MS4 compliance support. The evaluation process is on-going.

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

Parks Division:

Mowed Park Grounds, number of times	33
Playground Safety Inspections	12
Raised Median/Planter Weeding	30

Park Grounds Fertilize	14
Museum/City Hall Grounds Maintenance	8
Sprinkler Repair/Replacement	46
Trimmed Hedges/Trees (City grounds)	61

Streets and Trees Division:

Trees Trimmed (by Crew)	19
Trees Trimmed (by Contractor)	0
Trees/Stumps Removed	0
Graffiti Locations Cleaned	29
Sidewalk Maintenance	5
Curb/Gutter Maintenance	4
City Drains Cleaned	60
Street Signs Replaced or Repaired	172
Potholes Filled / Patches	14
New work order requests	8
Backlog of work orders	5
Total Trees Planted	1

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Carla Dillon, PE
Public Works Director



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

PREPARED BY: Susan Kamada, Administrative Services Director

MEETING DATE: December 19, 2023

SUBJECT: November 2023 Treasury and Investment Report

RECOMMENDATION

Receive and file the Treasury and Investment Report.

BACKGROUND

Pursuant to Section 41004 of the Government Code of the State of California, the City Treasurer is required to submit a monthly report of all receipts, disbursements and fund balances. The first page of the report summarizes the investment activity for the month and distribution by type of investment, held by the City. The second and third page lists all investments with original maturities exceeding one year as of the month ended November 30, 2023. The fourth page of the report provides a summary of the beginning balance, total receipts, total disbursements, ending balance for all funds, and a listing, by fund, of all month end fund balances.

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

18.19% of the City's funds are with the State of California Local Agency Investment Fund (LAIF). The remaining funds of the City of Lomita are in active checking accounts, money market funds, U.S. Treasuries, Federal Agency Securities, Corporate Bonds, and FDIC-insured Negotiable Certificates of Deposit that are in compliance with the California Government Code and the City's Investment Policy. The current value of each account is obtained from actual monthly statements for the period ending November 30, 2023.

OPTIONS:

None, information only.

FISCAL IMPACT

None.

ATTACHMENT

1. Treasury and Investment Report for November 2023

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Susan Kamada
Administrative Services Director



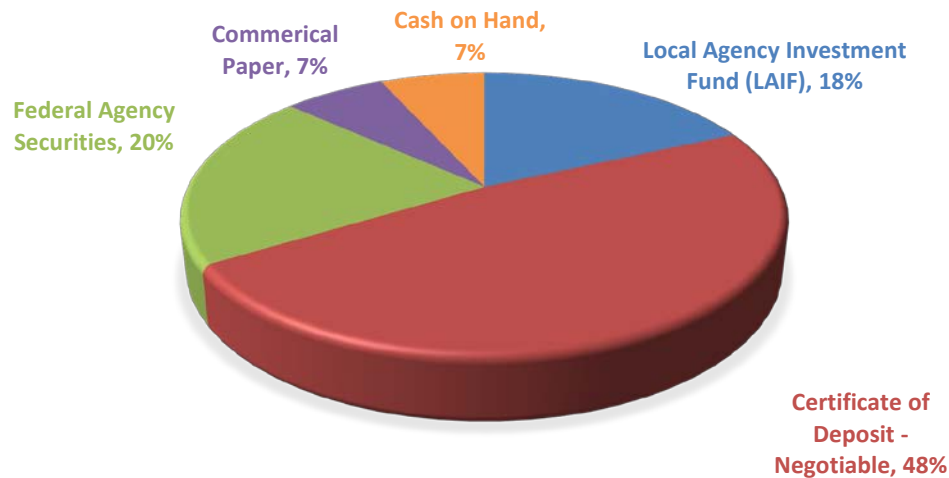
City of Lomita

Investment Portfolio Report November 30, 2023

Summary of Cash & Investments	Distribution of Cash &				Gain (Loss) on
	Investments	Book Value	Market Value*	Interest Earned	Investment
Local Agency Investment Fund (LAIF)	18.1939%	5,557,026.71	5,557,026.71	0.00	0.00
Certificate of Deposit - Negotiable	48.0529%	14,677,000.00	14,015,437.83	38,354.63	0.00
Federal Agency Securities	20.4627%	6,250,000.00	6,002,592.50	8,781.25	0.00
Commerical Paper	6.5481%	2,000,000.00	1,789,270.00	6,250.00	0.00
Net Cash Equivalents	0.0000%	0.00	0.00	0.00	0.00
Total Pooled Investments	93.26%	28,484,026.71	27,364,327.04	53,385.88	0.00
City of Lomita General Account DDA	6.74%	2,059,366.39	2,059,366.39	0.00	0.00
Total Cash	6.74%	2,059,366.39	2,059,366.39	0.00	0.00
Total Cash & Investments	100.00%	30,543,393.10	29,423,693.43	53,385.88	0.00

City of Lomita

Distribution of Pooled Cash



Month to Date & Fiscal Year to Date

Interest Earned/ Gain (Loss) on Total Investments

	<u>MTD</u>	<u>YTD</u>
Jul-23	40,936.35	40,936.35
Aug-23	48,202.54	89,138.89
Sep-23	43,477.59	132,616.48
Oct-23	117,861.01	250,477.49
Nov-23	53,385.88	303,863.37
Dec-23	-	303,863.37
Jan-24	-	303,863.37
Feb-24	-	303,863.37
Mar-24	-	303,863.37
Apr-24	-	303,863.37
May-24	-	303,863.37
Jun-24	-	303,863.37
	303,863.37	303,863.37

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

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



**City of Lomita
Investment Portfolio Report
November 30, 2023**

Account/ Investment Title & Description	Account #/ CUSIP	Settlement Date	Maturity Date	Yield to Maturity	Beginning Face Amount/Shares	Beginning Market Value	Buy Principal	Sell Principal	Change in Market Value	Ending Market Value	Ending Face Amount/Shares	Interest Earned / (Accrued)	Realized Gain / (Loss) On Investment
Local Agency Investment Fund (LAIF)													
City of Lomita	XX-XX-469		N/A	3.670%	6,057,026.71	6,057,026.71	-	(500,000.00)	-	5,557,026.71	5,557,026.71	-	-
Sub Total / Average				3.670%	6,057,026.71	6,057,026.71	-	(500,000.00)	-	5,557,026.71	5,557,026.71	-	-
Certificate of Deposit - Negotiable													
PCSB Bank	69324MAL9	02/21/20	02/21/24	1.650%	248,000.00	245,143.04	-	-	796.08	245,939.12	248,000.00	347.54	
Third Federal S & L Assn	88413QDA3	08/13/21	08/13/24	0.500%	249,000.00	239,174.46	-	-	1,299.78	240,474.24	249,000.00	-	
Raymond James Bank NA	75472RBB6	02/14/20	02/14/25	1.750%	248,000.00	235,929.84	-	-	1,277.20	237,207.04	248,000.00	-	
Liberty Federal Credit Union	53052LAP4	03/24/23	03/24/25	5.350%	248,000.00	246,891.44	-	-	776.24	247,667.68	248,000.00	1,126.87	
Lafayette FCU	50625LAY9	03/31/22	03/31/25	2.200%	249,000.00	237,234.75	-	-	1,354.56	238,589.31	249,000.00	465.25	
Direct Federal Credit Union	25460FDZ6	02/01/23	05/01/25	4.700%	248,000.00	244,493.28	-	-	1,024.24	245,517.52	248,000.00	989.96	
JPMorgan Chase Bank NA	48128WCJ2	12/03/21	05/16/25	0.800%	248,000.00	230,349.84	-	-	1,688.88	232,038.72	248,000.00	1,000.15	
Institution for Savings Newburyport MA	45780PBL8	05/20/22	05/20/25	3.100%	247,000.00	237,539.90	-	-	1,370.85	238,910.75	247,000.00	650.32	
Axiom Bank Maitland FL	05464LBR1	11/30/21	06/13/25	0.700%	249,000.00	229,896.72	-	-	1,889.91	231,786.63	249,000.00	148.04	
Bank of Princeton	064520BE8	06/26/20	06/26/25	0.600%	210,000.00	193,218.90	-	-	1,650.60	194,869.50	210,000.00	107.01	
Flushing Bank	34387AFF1	11/04/22	11/04/25	4.700%	249,000.00	244,527.96	-	-	1,817.70	246,345.66	249,000.00	993.95	
Bankunited NA	066519RX9	12/08/21	12/08/25	1.250%	248,000.00	226,711.68	-	-	2,303.92	229,015.60	248,000.00	-	
USAlliance FCU	90352RCD5	01/28/22	01/28/26	1.350%	249,000.00	225,721.49	-	-	1,963.36	227,684.85	249,000.00	276.29	
Liberty First Credit Union	530520AF2	02/03/23	02/03/26	4.400%	249,000.00	243,594.21	-	-	1,645.89	245,240.10	249,000.00	951.66	
Truliant	89789AAH0	03/22/23	03/23/26	5.150%	248,000.00	246,182.16	-	-	1,371.44	247,553.60	248,000.00	1,084.75	
Pentagon FCU	70962LBK7	03/28/22	03/30/26	2.050%	249,000.00	229,834.47	-	-	1,847.58	231,682.05	249,000.00	434.69	
Kansas State Bank	50116CCV9	03/31/22	03/31/26	2.300%	249,000.00	231,283.65	-	-	1,787.82	233,071.47	249,000.00	470.71	
Netnet Bank	64034KAC5	04/15/21	04/15/26	0.700%	248,000.00	221,275.52	-	-	1,959.20	223,234.72	248,000.00	-	
Community West Bank NA	20415QHQ5	04/23/21	04/23/26	0.700%	248,000.00	220,891.12	-	-	1,961.68	222,852.80	248,000.00	147.44	
State BK India New York NY	856285VS7	05/19/21	05/19/26	1.000%	247,000.00	221,462.67	-	-	1,729.00	223,191.67	247,000.00	1,245.15	
Toyota Financial Savings Bank	89235MLD1	07/22/21	07/22/26	0.950%	248,000.00	222,332.00	-	-	39.68	222,371.68	248,000.00	-	
Medallion BK Salt Lake City	58404DLD1	07/30/21	07/30/26	0.800%	248,000.00	219,802.40	-	-	1,475.60	221,278.00	248,000.00	-	
Sallie Mae Bank	795451AK9	08/11/21	08/11/26	1.100%	248,000.00	221,473.92	-	-	1,366.48	222,840.40	248,000.00	-	
Metro Credit Union	59161YAN6	02/18/22	08/18/26	1.600%	249,000.00	225,305.16	-	-	1,277.37	226,582.53	249,000.00	338.37	
Texas Exchange Bank	88241TML1	11/26/21	11/27/26	1.200%	249,000.00	220,835.61	-	-	1,145.40	221,981.01	249,000.00	253.78	
Beal Bank USA	07371CH69	03/02/22	02/24/27	2.050%	248,000.00	224,033.28	-	-	1,086.24	225,119.52	248,000.00	-	
Capital One Bank USA NA	14042TFP7	04/27/22	04/27/27	2.900%	248,000.00	229,184.24	-	-	1,014.32	230,198.56	248,000.00	-	
Morgan Stanley Bank	61773TDN0	04/29/22	04/29/27	3.000%	246,000.00	228,073.98	-	-	991.38	229,065.36	246,000.00	-	
Discover Bank	254673G83	06/14/22	06/14/27	3.150%	246,000.00	228,452.82	-	-	1,035.66	229,488.48	246,000.00	-	
The Dart Bank	237412AN1	06/08/22	06/15/27	3.250%	249,000.00	231,913.62	-	-	1,063.23	232,976.85	249,000.00	687.31	
Forbright Bank	34520LAT0	11/02/22	11/02/27	4.600%	249,000.00	241,520.04	-	-	1,033.35	242,553.39	249,000.00	972.81	
Alliant Credit Union	01882MAC6	12/30/22	12/30/27	5.000%	248,000.00	244,051.84	-	-	793.60	244,845.44	248,000.00	1,053.15	
First Technology Federal	33715LEL0	02/03/23	02/03/28	5.000%	248,000.00	244,022.08	-	-	786.16	244,808.24	248,000.00	1,053.15	
Alaska USA Federal Credit Union	011852AE0	03/08/23	03/08/28	4.600%	249,000.00	241,119.15	-	-	839.13	241,958.28	249,000.00	972.81	
Central Valley Community Bank	15568PAL0	03/31/23	03/31/28	5.300%	248,000.00	246,886.48	-	-	731.60	247,618.08	248,000.00	1,080.33	
Pacific Western Bank	69506YYD5	04/05/23	04/05/28	5.650%	243,000.00	243,123.93	-	-	2.43	243,126.36	243,000.00	-	
Freedom Northwest CU	356436AP0	08/25/23	09/19/28	5.650%	248,000.00	249,133.36	-	-	245.52	249,378.88	248,000.00	1,190.06	
General Electric Credit Union	369674CG 9	01/30/23	01/30/24	5.000%	248,000.00	247,756.96	-	-	153.76	247,910.72	248,000.00	1,053.15	
Grow Financial Federal Credit Union	39981MAC6	03/24/23	03/25/24	5.350%	248,000.00	247,851.20	-	-	74.40	247,925.60	248,000.00	1,126.87	
Wells Fargo Bank	949763ZA7	04/18/19	04/10/24	2.850%	245,000.00	242,202.10	-	-	568.40	242,770.50	245,000.00	593.03	
Live Oak Bkg Co	538036HY3	02/12/20	08/12/24	1.700%	245,000.00	237,588.75	-	-	1,070.65	238,659.40	245,000.00	353.74	
Capital One Natl Assn	14042RNE7	08/23/19	08/21/24	2.000%	245,000.00	237,895.00	-	-	992.25	238,887.25	245,000.00	-	
Connexus CU	20825WCK4	08/25/23	08/23/24	5.500%	248,000.00	247,771.84	-	-	357.12	248,128.96	248,000.00	1,169.00	
Morgan Stanley Private Bk Natl Assn	61760AX53	09/05/19	09/05/24	1.900%	100,000.00	96,900.00	-	-	415.00	97,315.00	100,000.00	-	
Synchrony Bank	87165FF58	11/30/21	11/29/24	0.850%	245,000.00	232,723.05	-	-	1,264.20	233,987.25	245,000.00	1,049.81	
Workers Federal Credit Union	98138MBC3	01/27/23	01/27/25	4.700%	249,000.00	246,024.45	-	-	722.10	246,746.55	249,000.00	993.95	
Enerbank USA Salt	29278TMZ0	02/14/20	02/14/25	1.650%	245,000.00	232,730.40	-	-	1,308.30	234,038.70	245,000.00	-	



**City of Lomita
Investment Portfolio Report
November 30, 2023**

Account/ Investment Title & Description	Account #/ CUSIP	Settlement Date	Maturity Date	Yield to Maturity	Beginning Face Amount/Shares	Beginning Market Value	Buy Principal	Sell Principal	Change in Market Value	Ending Market Value	Ending Face Amount/Shares	Interest Earned / (Accrued)	Realized Gain / (Loss) On Investment
Merrick Bank	59013KQE9	11/30/21	05/30/25	0.900%	245,000.00	227,333.05	-	-	1,776.25	229,109.30	245,000.00	187.27	
Spokane Teachers Credit Union	849061AA4	11/23/22	11/24/25	5.000%	248,000.00	245,016.56	-	-	1,750.88	246,767.44	248,000.00	1,053.15	
Eaglemark Savings Bank	27004PBD4	04/07/21	04/07/26	0.700%	245,000.00	218,765.40	-	-	1,967.35	220,732.75	245,000.00		
Greenstate Credit Union	39573LBL1	06/16/21	06/16/26	0.900%	249,000.00	221,903.82	-	-	1,703.16	223,606.98	249,000.00	190.33	
UBS Bk USA Salt Lake	90348JQ29	07/14/21	07/14/26	0.900%	249,000.00	221,375.94	-	-	1,571.19	222,947.13	249,000.00	190.33	
Bank of Frankewing	06221LAE3	11/09/22	11/09/26	4.950%	248,000.00	246,410.32	-	-	386.88	246,797.20	248,000.00	1,042.62	
Baxter Credit Union	07181JAU8	11/22/22	11/23/26	5.000%	248,000.00	246,700.48	-	-	491.04	247,191.52	248,000.00	1,058.15	
Celtic Bank	15118RZT7	11/30/22	11/30/26	4.800%	249,000.00	246,208.71	-	-	575.19	246,783.90	249,000.00	1,015.10	
Dept of Commerce Federal CU	24951TAT2	05/13/22	05/13/27	3.250%	249,000.00	232,481.34	-	-	1,020.90	233,502.24	249,000.00	687.31	
BMO Harris Bank NA	05600XFW5	06/15/22	06/15/27	3.300%	249,000.00	232,324.47	-	-	1,055.76	233,380.23	249,000.00	697.88	
Numerica Credit Union	67054NBC6	11/04/22	11/04/27	4.950%	248,000.00	243,662.48	-	-	967.20	244,629.68	248,000.00	1,042.62	
University Bk Ann	914098DQ8	04/03/23	04/03/28	4.850%	248,000.00	242,509.28	-	-	793.60	243,302.88	248,000.00	1,021.56	
Customers Bank	23204HNZ7	05/31/23	05/31/28	4.450%	244,000.00	241,081.76	-	-	170.80	241,252.56	244,000.00	5,443.87	
Sub Total / Average				2.937%	14,677,000.00	13,947,838.37	-	-	67,599.47	14,015,437.83	14,677,000.00	38,354.63	-

Federal Agency Securities													
Federal Home LN BKS	3130APXC4	12/10/21	12/10/24	1.100%	1,000,000.00	952,360.00	-	-	5,760.00	958,120.00	1,000,000.00		
Federal Home LN BKS	3130ALMM3	03/30/21	03/30/26	1.000%	250,000.00	226,630.00	-	-	3,135.00	229,765.00	250,000.00		-
Federal Home LN BKS	3130AR2B6	03/08/22	03/08/27	2.375%	500,000.00	457,570.00	-	-	8,165.00	465,735.00	500,000.00		
Federal Home LN BKS	3130ARDY4	03/29/22	03/29/27	2.500%	500,000.00	458,735.00	-	-	8,205.00	466,940.00	500,000.00		
Federal Home LN BKS	3130ARGQ8	04/14/22	04/14/27	2.875%	250,000.00	231,772.50	-	-	4,017.50	235,790.00	250,000.00		
Federal Home LN BKS	3130ASD22	06/29/22	06/29/27	3.590%	250,000.00	235,980.00	-	-	3,807.50	239,787.50	250,000.00		
Federal Home LN MTG	3134GXL28	08/17/22	08/17/27	4.150%	250,000.00	239,295.00	-	-	3,405.00	242,700.00	250,000.00		
Federal Home LN MTG	3134GXQ23	08/25/22	08/25/27	4.250%	250,000.00	239,862.50	-	-	3,367.50	243,230.00	250,000.00		
Federal Home LN MTG	3134GY3F7	11/22/22	11/22/27	5.125%	250,000.00	245,465.00	-	-	2,380.00	247,845.00	250,000.00	6,406.25	
Federal Home LN MTG	3134GYF31	01/30/23	01/27/28	5.100%	250,000.00	243,747.50	-	-	2,782.50	246,530.00	250,000.00		
Federal Farm Credit Bank	3133EPC45	11/16/23	11/13/28	4.625%	-	-	500,000.00	-	5,375.00	505,375.00	500,000.00		
Federal Farm Credit Bank	3133ENC00	11/30/21	10/27/25	1.040%	500,000.00	459,585.00	-	-	5,030.00	464,615.00	500,000.00		
Federal Farm Credit Bank	3133EMB76	05/26/21	05/26/26	0.950%	500,000.00	450,500.00	-	-	6,580.00	457,080.00	500,000.00	2,375.00	-
Federal Home LN MTG	3134GYTP7	06/15/23	06/15/28	5.500%	500,000.00	494,900.00	-	-	2,705.00	497,605.00	500,000.00		-
Federal Home LN MTG	3134H1HY2	10/30/23	10/30/28	6.000%	500,000.00	499,195.00	-	-	2,280.00	501,475.00	500,000.00		
Sub Total / Average				3.345%	5,750,000.00	5,435,597.50	500,000.00	-	66,995.00	6,002,592.50	6,250,000.00	8,781.25	-

Commerical Paper													
Bank of America Corp A2	06048WM31	05/28/21	05/28/26	1.250%	1,000,000.00	881,250.00	-	-	15,820.00	897,070.00	1,000,000.00	6,250.00	
Goldman Sachs Corp A2	38150AFK6	04/30/21	04/30/26	1.550%	500,000.00	444,265.00	-	-	6,100.00	450,365.00	500,000.00		
JPMorgan Chase & Co	48128G4R8	08/17/21	08/17/26	1.150%	500,000.00	435,220.00	-	-	6,615.00	441,835.00	500,000.00		
Sub Total / Average				1.317%	2,000,000.00	1,760,735.00	-	-	28,535.00	1,789,270.00	2,000,000.00	6,250.00	-

Net Cash Equivalents*													
Stifel	XXXX4891	N/A	N/A	0.000%	-	N/A	N/A	N/A	N/A	-	-	N/A	N/A
Multibank Securities Inc	XXXXX5544	N/A	N/A	0.000%	-	N/A	N/A	N/A	N/A	-	-	N/A	N/A
Sub Total / Average				0.000%	-	-	-	-	-	-	-	-	-
Total / Average - Investments				2.50%	28,484,026.71	27,201,197.58	500,000.00	(500,000.00)	163,129.47	27,364,327.04	28,484,026.71	53,385.88	-

Demand Deposit Account (DDA)													
Pacific Western - General Account	XXXX259	N/A	N/A	0.000%	2,101,390.11	N/A	N/A	N/A	N/A	2,101,390.11	2,101,390.11	N/A	N/A
(Outstanding Checks)		N/A	N/A		(42,023.72)	N/A	N/A	N/A	N/A	(42,023.72)	(42,023.72)	N/A	N/A
Sub Total / Average				0.000%	2,059,366.39					2,059,366.39	2,059,366.39	-	-
Total /Cash & Investments					30,543,393.10	27,201,197.58	500,000.00	(500,000.00)	163,129.47	29,423,693.43	30,543,393.10	53,385.88	-

*Unpaid investment interest held in brokerage account.



City of Lomita Investment Portfolio Report November 30, 2023

Previous Balance	\$	2,695,240.15
Deposits		2,147,597.24
Disbursements		(2,732,404.46)
Adjustments		(9,042.82)
Current Balance		2,101,390.11

GENERAL LEDGER CASH BALANCES		
General Fund - City Operations		
General Fund - City Operations including LAIF and Investments	100	6,850,361.59
Sub Total - General Fund - City Operations including LAIF and Investments		6,850,361.59
Special Revenue Funds		
OPEB Trust Fund - Retiree Health Care	201	256,548.01
Pension Stabilization Fund	202	1,346,646.01
Economic Development	203	746,506.98
General Plan Update	204	592,642.50
Gas Tax Fund - Street Maintenance	205	1,405,853.97
Measure R Local Fund - Street Projects	207	822,827.93
Measure R Highway Fund - Street Projects	208	(106,536.84)
Measure M Fund - Street Projects	209	875,275.78
Economic Stabilization	210	500,000.00
Measure W Fund - Safe Clean Water Program	211	499,904.31
American Rescue Plan	212	1,336,976.00
CDBG Fund - Housing Programs	215	(5,089.51)
Proposition A Fund - Transportation Projects	220	789,993.59
Proposition C Fund - Transportation Projects	225	2,628,717.64
Transportation Development Act Article 3- Transportation Projects	230	(360.00)
Air Quality Fund - Air Quality Projects	235	57,662.15
Landscape Maintenance Fund - Landscape Maintenance District	245	8,445.13
Park Facilities Fee Fund - Quimby Funds	250	582,846.74
Park Athletic Fund - Park Athlete Programs	255	104,004.84
Park Grant Fund - Park Improvement Programs	257	22,199.94
Lomita Manor Fund - Federal Housing Program	260	197,505.04
CA Law Enf. Equip. Program (CLEEP) Fund - Public Safety Equip.	276	6,351.40
Sub Total - Special Revenue Funds		12,668,921.61
Capital Improvement Funds		
Capital Improvement Fund - Capital Improvement Projects	310	188,430.26
Street Improvement Fund - Street Improvement Projects	311	2,021,652.24
Facilities Improvement Fund - Facilities Improvement Projects	312	367,744.23
Stephenson Center Fund - Facilities Improvement Projects	313	85,744.47
Sub Total - Capital Improvement Funds		2,663,571.20



City of Lomita Investment Portfolio Report November 30, 2023

Previous Balance	\$	2,695,240.15
Deposits		2,147,597.24
Disbursements		(2,732,404.46)
Adjustments		(9,042.82)
Current Balance		2,101,390.11

Proprietary Funds		
Water Operations Fund - Water Operations	510	3,427,192.20
Water Capital Fund - Water Capital Projects	520	2,187,541.49
Rate Stabilization - Cypress Reservoir Bond	530	125,000.00
Internal Service Fund - Equipment Replacement	610	1,276,336.95
PK Equipment Replacement Fund	611	759,297.50
Sewer Replacement Fund	612	563,265.00
Sub Total - Proprietary Funds		8,338,633.14
Trust and Agency Funds		
Museum Foundation Fund - Railroad Museum Programs	720	20,685.56
Tom Rico Memorial Fund - Park Program Scholarships	730	1,220.00
Sub Total - Trust & Agency Funds		21,905.56
Total		30,543,393.10
Pooled Cash	999	(28,442,002.99)
Grand Total		2,101,390.11



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

PREPARED BY: Kathleen Horn Gregory, City Clerk

MEETING DATE: December 19, 2023

SUBJECT: Professional Services Agreement with Administrative Services Co-Op for the Dial-A-Ride Program (DAR)

RECOMMENDATION

Authorize the City Manager to execute a one-year contract with Administrative Services Co-Op to provide Dial-a-Ride (DAR) program services.

BACKGROUND

The City of Lomita currently provides Dial-a-Ride (DAR) services to senior and disabled citizens. Originally the City of Lomita entered into an agreement with South Bay Yellow Cab, which is now Administrative Services Co-Op (ASC), back in 1977. The agreement with ASC was renewed in 2012 for a three-year term with the option for renewal for an additional two one (1) year term. In December of 2017, the City entered a contract with ASC for a three-year term with an option for two (2), one (1) year renewals. The City exercised all options, and the current contract with ASC expires on December 19, 2023.

Program Funding

The DAR program provides paratransit program service subsidized entirely through the Los Angeles County Metropolitan Transportation Authority (MTA) funds. The program provides taxicab rides for eligible Lomita residents who are either seniors (aged 65 or older) or disabled persons. Regardless of the pickup location or the destination location (within the specified service are), each ride costs participants one (\$1) dollar. A round trip costs participants two (\$2) dollars. Participants can simply pay to their account in advance up to a total of 40 trips per month. If not all 40 trips are used in the month, the money is carried over to the next month. The City funds the discounted fares using its allocations of MTA Prop A funds. The one (\$1) dollar fee has not increased for several years, which has been beneficial for the residents/participants.

Lomita Service Area and Satellite Points

Often times the destination of riders is a medical appointment, or some other necessary function in which the transportation is safely provided and available 24 hours a day. Should a participant pickup or destination location be outside the service area or an approved satellite point of the program, the participant is expected to pay the flag drop and standard rate for service as listed.

	Rate
Flag Drop	\$3.10 (first 1/9 mile)
Each additional mile	\$2.97 (\$0.33 each additional 1/9 th mile)
Wait Time (Per Hour)	\$32.11 (\$0.33 each 37 seconds)

All ride credits will not exceed the value of \$40.00 per ride.

The City is currently exploring ways to improve services to our residents through expanded or amended services, expanded service areas, or alternative methods of transportation that may be available. In the meantime, it is recommended that the City Council approve the one-year agreement with ASC to allow the existing services to continue to be available for residents.

OPTIONS:

1. Authorize the City Manager to execute a 1-year agreement with Administrative Services Co-Op (ASC).
2. Provide alternative direction.

FISCAL IMPACT

No fiscal impact to the general fund. The funding subsidy is an eligible expense for this program using Prop A funds in which typical annual expenditures are approximately \$270,000 including staff time and all related services for the program. The City’s existing annual allocations of MTA funds are more than sufficient to cover these costs.

ATTACHMENTS

1. Contract for Professional Services
2. Scope of Services (Exhibit A)
3. Taxicab rates (Exhibit B)
4. Satellite Points (Exhibit C)

Reviewed by:

Gary Sugano

Gary Y. Sugano
Assistant City Manager

Approved by:

Ryan Smoot

Ryan Smoot
City Manager

Prepared by:

Kathleen Horn Gregory

Kathleen Horn Gregory, City Clerk



**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF LOMITA AND ASCo-Op**

This AGREEMENT is entered into this 19th day of December 2023, by and between the CITY OF LOMITA, a general law city and municipal corporation (“CITY”) and Administrative Services Co-Op, (ASC) (“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 services for the CITY’s Dial-A-Ride Program, (“DAR”).
- 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 in accordance with the COMPENSATION SCHEDULE attached as **Exhibit B**.
- D. As additional consideration, CITY and CONTRACTOR agree to the MAP OF SERVICE AREA and DEFINITION OF SATELLITE POINTS attached as **Exhibit C**;
- E. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.

F. Provided the CONTRACTOR is not in default under the terms of this Agreement, CONTRACTOR shall be paid by the CITY in accordance with the compensation schedule attached as EXHIBIT B. The CITY shall pay the 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 and specific tasks performed in accordance with the procedures set forth in EXHIBIT A and EXHIBIT B.

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 City Manager's Department representative. CONTRACTOR shall not assign another person to be in charge of the work contemplated by this AGREEMENT without the prior written authorization of the CITY. The City Manager or his designee is designated as the "City Representative" authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this AGREEMENT. Whenever approval, directions, or other actions are required by CITY under this AGREEMENT, those actions will be taken by the City Representative, unless otherwise stated. The CITY's City Manager has the right to designate another City Representative at any time, by providing notice to the CONTRACTOR.

7. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon execution by both parties and shall expire on December 31, 2024, unless earlier termination occurs under Section 11 of this Agreement or extended in writing in advance by both parties.
8. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by 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.
9. **TAXPAYER IDENTIFICATION NUMBER.** CONTRACTOR will provide CITY with a Taxpayer Identification Number.
10. **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.
11. **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.
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. 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.
13. **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 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 CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.
14. **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.
15. **INDEPENDENT CONTRACTOR.** CITY and CONTRACTOR agree that CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which is it performed. CONTRACTOR will be free to contract for similar service to be performed for other employers while under contract with CITY. CONTRACTOR is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the CITY as to end results of the work only.
16. **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.

17. **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.

18. **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 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 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.
19. **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.
20. **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.

21. **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.
22. **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.
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	CONTRACTOR
<p><u>City of Lomita</u> <u>24300 Narbonne Avenue</u> <u>Lomita, CA 90717</u></p> <p><u>ATTN: City Manager</u></p>	<p><u>Administrative Services Co-Op</u> <u>2129 West Rosecrans Avenue</u> <u>Gardena, CA 90249</u></p> <p><u>ATTN: Marco A. Soto</u></p>

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**. 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.
25. **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.
26. **INTERPRETATION**. This Agreement was drafted in and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.
27. **ENTIRE AGREEMENT**. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.
28. **RULES OF CONSTRUCTION**. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
29. **AUTHORITY/MODIFICATION**. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.
30. **ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES**. The Parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission, scanned and delivered via electronic mail, or delivered using digital signature technology approved by CITY. Such facsimile or electronic signatures will be treated in all respects as having the same effect as an original signature.
31. **FORCE MAJEURE**. Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

32. **TIME IS OF ESSENCE.** Time is of the essence to comply with dates and schedules to be provided.
33. **ATTORNEY’S FEES.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.
34. **STATEMENT OF EXPERIENCE.** By executing this Agreement, 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.
35. **DISCLOSURE REQUIRED.** (CITY and CONTRACTOR initials required at one of the following paragraphs)

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

City Initials _____

Contractor Initials _____

OR

By their initials next to this paragraph, CITY and CONTRACTOR hereby acknowledge that CONTRACTOR is not a “contractor” for the purpose of the California Political Reform Act because CONTRACTOR’S duties and responsibilities are not within the scope of the definition of contractor in Fair

Political Practice Commission Regulation 18700.3(a)(2) and is otherwise not serving in staff capacity in accordance with CITY'S Conflict of Interest Code.

City Initials _____

Contractor Initials _____

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

CITY OF LOMITA

CONTRACTOR

City Manager

By:

Marco Soto, VP/Director of Operations

ATTEST:

Kathleen Horn Gregory, City Clerk

95-4405218
Taxpayer ID No.

APPROVED AS TO FORM:

Trevor Rusin, City Attorney

Exhibit A

SCOPE OF SERVICES Dial-A-Ride Program

SECTION 1: GENERAL REQUIREMENTS

CONTRACTOR must be in complete compliance with Lomita Municipal Code.

CONTRACTOR will provide automobile for hire service to the Citizens registered with the Lomita Dial-A-Ride ("DAR") Program, twenty-four (24) hours per day, seven (7) days per week within the identified service area including specific satellite points.

The CITY OF LOMITA ("CITY") will determine the eligibility of all patrons for this service. The CITY will issue all swipe cards and sell all ride credits for residents of the CITY. THE CONTRACTOR will only provide this service to patrons who present a valid swipe card and photo identification for all rides. The CONTRACTOR will be required to provide every client with a receipt at the end of each automobile for hire ride.

CONTRACTOR must respond to the CITY within two business days on all complaints received. Response can either be done by phone or by email. Any complaint not responded to will be deemed a valid complaint.

SECTION II: WORK PERFORMED BY CONTRACTOR

Response Time

Each automobile for hire operator must respond within twenty-five (25) minutes of the agreed upon (between patron and CONTRACTOR's dispatch) pick up time. In the event that a cab arrives later than the allotted 25-minute response time, neither the CITY nor the patron will be required to make any payment for that trip.

Data Collection and Reporting

CONTRACTOR will collect data and maintain records for all swipe card transactions, ridership, service mileage, service hours, trip ID number, and safety and security as required. Reports are due on the 10th of each month for service provided in the previous month. Revised/corrected reports must be re-submitted within five (5) business days of the original report due date.

Trip ID number is defined as a unique number generated by Dispatch to identify that particular trip.

All supporting documentation (swipe card transactions listed by day, year-to-date swipe card transaction report, monthly summary report, and year-to-date summary report), monthly invoices, ridership information, and safety and security information must be submitted both by mail and electronically in a Microsoft Excel file to the designated City staff person.

Driver Training

CONTRACTOR will provide training in the following areas to all drivers who perform service in the DAR Program.

1. Sensitivity to the Elderly and Physically Challenged, including proper handling of wheelchairs;
2. Behavior Management as provided during sensitivity training to address Forgetful, Disoriented, or other Difficult Patrons; and
3. Defensive Driving and General Safety Procedures.

CONTRACTOR will submit copies of all training materials and documentation signed by the driver upon completion of the training to the CITY within thirty (30) days of the execution of this AGREEMENT.

Audit

- A. CONTRACTOR will keep complete and accurate records, which are auditable and sufficient to show the accuracy and validity of the swipe card transactions for which they are seeking reimbursement. The CITY shall have the right to inspect and audit such records during normal business hours upon reasonable notice for the purpose of determining the accuracy of such records,
- B. CONTRACTOR will retain documentation supporting reimbursement of the swipe card transactions for a period of three years following final payment under this AGREEMENT. Supporting documentation will include waybills, dispatch logs, and onscreen GPS data of Lomita trips taken.
- C. If, upon examination by the CITY of the records of CONTRACTOR, for any year, an error in more than 5% of the tickets per month, then the reasonable cost of such examination shall be paid by CONTRACTOR to the CITY and the erroneous tickets will not be reimbursed.

SECTION III: SERVICE SANCTIONS

Part 1: Service Complaint Penalties

- A. If CITY receives five (5) or more service complaints about the CONTRACTOR during any calendar month, the CITY has the discretion to deduct one thousand dollars (\$1,000.00) from the following month's invoice.
- B. CITY will notify CONTRACTOR, in writing, at their designated address that said penalty is imminent and ask CONTRACTOR to reduce their invoice by penalty amount.

Part 2: Missed Pick-Up / Failure to Pick-Up Penalties

- A. A missed pick-up is defined as failure to pick up a patron when the patron has requested service through dispatch and the CONTRACTOR has agreed to provide service at a mutually agreed upon time and place.
- B. CITY will allow the CONTRACTOR to miss no more than a total of two (2) pick-ups in any calendar month.
- C. CONTRACTOR will be assessed a penalty of two hundred fifty dollars (\$250.00) per any missed pick-up in excess of two (2) in any calendar month. CITY will deduct the penalty amount from the following month's invoice.
- D. CITY will notify CONTRACTOR, in writing, at their designated address that said penalty is imminent and ask CONTRACTOR to reduce their invoice by the penalty amount.

Part 3: Swipe Card Transactions/Ride Requirements

The following conditions must be met or the CITY will not reimburse the CONTRACTOR for the swipe card transactions/rides:

- A. All transactions must be swiped and not keyed, unless the card is not functional in which case the driver shall attempt to key in the transaction. All transactions must be completed through the swipe card system accurately with the following information, including: trip date, pick-up/drop off time, trip ID #, Cab #, driver ID#, pick-up/drop off address, pick-up/drop off GPS coordinates, pick-up/drop off odometer reading, total miles driven, and total amount of fare.
- B. All patrons must be scheduled through the dispatch system. A unique trip ID number must be assigned at the time each call is received.
- C. All transactions received for reimbursement by the CONTRACTOR will be cross-checked against the client's profile in the MJM database by the

CITY. If a transaction that is received for reimbursement is not identified in the database, there will be no reimbursement by the CITY.

Any appeals for penalties must be submitted within five (5) business days upon receipt of penalty by CONTRACTOR in writing to the CITY at:

City of Lomita
Dial-A-Ride Program
24300 Narbonne Avenue
Lomita, CA 90717

Part 4: Reporting Requirements

The following conditions must be met or the CITY will not reimburse the CONTRACTOR for the swipe card rides:

- A. The CONTRACTOR must provide a dispatch log of all Lomita Account Trips to the CITY with their monthly billing. The CITY will use this log to cross check the swipe card transactions prior to reimbursing the CONTRACTOR.

Reporting provided by the CONTRACTOR must contain a unique trip ID number for each trip.

TAXICAB RATES

All Passengers Ride For Price Of One

Driver Accepts Credit Cards At No Additional Charge To Passenger

Driver is required to provide passenger with a receipt upon request.
Use the backseat monitor to receive receipt by text or email.



\$3.10 FLAG DROP (1/9 MILE OR 37 SECONDS OR FRACTION THEREOF)

\$0.33 FOR EACH ADDITIONAL 1/9 MILE OR PART (\$2.97 / PER MILE)

\$0.33 FOR EACH 37 SECONDS OF WAITING TIME AND/OR TRAFFIC DELAYS (\$32.11 / PER HOUR WAIT)

\$4.00 SURCHARGE FOR ALL TRIPS ORIGINATING AT LAX

\$16.50 MINIMUM FARE PER TRIP (GROUP) ORIGINATING AT LAX (IN ADDITION TO THE \$4.00 SURCHARGE)

\$51.15 FLAT FARE PER TRIP (GROUP) EITHER DIRECTION FOR TRIPS BETWEEN LAX AND DOWNTOWN – in addition to the \$4.00 surcharge at LAX (Area bounded by Alameda St., Santa Monica Fwy., Harbor Fwy. and Cesar Chavez Ave., Plus Union Station and China Town)



INQUIRIES OR COMPLAINTS:

Taxi Company Here
100 S. Main st Los Angeles Ca 90012
(800) 111-1111

OR

Los Angeles Department of Transportation
100 S. Main St., 1st floor
Los Angeles, CA 90012
TELEPHONE 311 or (213) 473-3231

Map of Service Area and Definition of Satellite Points



List of Satellite Points:

1. Harbor General Hospital-1000 W. Carson, Torrance
2. Little Company of Mary Hospital-4101 Torrance Blvd, Torrance
3. San Pedro & Peninsula Hospital-1300 W. 7th St, San Pedro
4. Farmers Market-Wilson Park on Crenshaw Blvd, Torrance
5. Kaiser Foundation-23621 S. Main St, Carson
6. Beach Cities Health District (Formerly South Bay Hospital)-514 N. Prospect Ave, Redondo Beach
7. Torrance Memorial Health System-824 E. Carson Street, Carson, CA 90745
8. Providence Medical Associates-21311 Madrona Ave, Torrance, CA 90503
9. Torrance Medical Plaza-19000 Hawthorne Blvd, Torrance, CA 90503
10. The Medical Centre-4201 Torrance Blvd, Torrance, CA 90503
11. Optum Medical-502 Torrance Blvd, Torrance, CA 90277
12. HealthCare Partners-601 Torrance Blvd, Redondo Beach, CA 90277

Map of Service Area and Definition of Satellite Points

13. Kenneth E. Watts Medical Building-20911 Earl Street, Torrance, CA 90503
14. Kaiser Permanente Carson Medical Offices-18600 Figueroa Street, Gardena, CA 90248
15. Kaiser Permanente Gardena Medical Offices-15446 S. Western Avenue, Gardena, CA 90248
16. Social Security Administration-20000 Mariner Avenue, Torrance, CA 90503



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

PREPARED BY: Lina Hernandez, Senior Management Analyst

MEETING DATE: December 19, 2023

SUBJECT: Agreement with Tripepi Smith Talent Solutions to Provide City Manager Executive Recruitment Services

RECOMMENDATION

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

DISCUSSION

City Manager Ryan Smoot has announced his resignation from his position effective January 1, 2024. The City Council appointed Joe Hoefgen on December 5, 2023 to serve as Interim City Manager starting January 2, 2024 while the City conducts a search for its next permanent City Manager.

It is recommended that the city retain the services of a consulting firm with executive recruiting experience to attract, evaluate and recommend top candidates for the position of City Manager. After reviewing multiple proposals from recruiting firms, staff is confident that Tripepi Smith Talent Solutions has the necessary skills and expertise to successfully recruit a City Manager. Tripepi Smith Talent Solutions is a recruitment firm under the umbrella of Tripepi Smith Marketing and Public Affairs. Since 2016, Tripepi Smith has been providing various services to the city, including public outreach and engagement, goal setting workshops among other support services and is deeply familiar with the Lomita community and City Council.

Tripepi Smith has successfully filled various executive positions for over 180 local government agencies throughout the state. Their work includes soliciting feedback from City Council on the desired qualities of the next City Manager, developing, producing and distributing all recruitment materials, fielding candidate questions, evaluating and filtering down the candidates, facilitating interviews, completing background checks, and negotiating compensation.

Should the City Council approve the attached agreement, Tripepi Smith Talent Solutions is ready to commence the process of searching for a permanent City Manager immediately. It is anticipated the recruitment process will take approximately 14 weeks to complete.

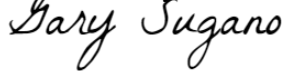
FISCAL IMPACT

Consultant costs to conduct an executive recruitment for a City Manager are estimated at \$23,500. Should the selected candidate resign or be terminated for cause within one year following the appointment, the Tripepi Smith team will conduct another search free of professional services charges, except for re-advertising, travel, and background check costs (estimated at \$3,000). This agreement is for a total not to exceed cost of \$30,000 to account for any unforeseen contingencies.

ATTACHMENTS

1. Agreement with Proposal (Exhibit A) from Tripepi Smith

Reviewed by:



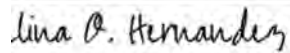
Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Lina Hernandez
Senior Management Analyst



**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF LOMITA AND TRIPEPI SMITH TALENT SOLUTIONS**

This AGREEMENT for City Manager Executive Recruitment Services is entered into this 19th day of December 2023, by and between the CITY OF LOMITA, a general law city and municipal corporation (“CITY”) and TRIPEPI SMITH & ASSOCIATES, INC., a California corporation (“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 City Manager Executive Recruitment Services.
- C. CONSULTANT warrants to CITY that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. CITY desires to contract with CONSULTANT to perform the services as described in **Exhibit A** of this Agreement.

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

1. CONSIDERATION AND COMPENSATION.

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as **Exhibit A**;
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONSULTANT an amount not to exceed \$30,000 on an annual basis, 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 persons assigned to perform work under this Agreement are Ryder Todd Smith, Cathy Thompson, Kylie Sun, Sara Madsen, Meara Hain and other members of CONSULTANT's team as needed. CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of CITY.

7. TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire on December 31, 2025 unless earlier termination occurs under Section 11 of this Agreement or extended in writing by both parties. Any extensions shall be approved 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, 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 with a 10-day notice. 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 is it performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

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 two million dollars (\$2,000,000) 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.

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 two million dollars (\$2,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.

B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by CITY, and shall be endorsed as

follows. CONSULTANT also agrees to require all CONSULTANTS, and subconsultants to do likewise.

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

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

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

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

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

CITY	CONSULTANT
City of Lomita 24300 Narbonne Avenue Lomita, CA 90717 ATTN: City Manager	Tripepi Smith & Associates, Inc. PO Box 52152 Irvine, CA 92619 ryder@tripepismith.com ATTN: Ryder Todd Smith

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

24. **SOLICITATION.** CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT’s bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT’s bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.
25. **THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT’s or CITY’s obligations under this Agreement.

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

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

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

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

City Initials _____

CONSULTANT Initials _____

OR

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

City Initials _____

CONSULTANT Initials _____

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

CITY OF LOMITA

CONSULTANT

Ryan Smoot, City Manager

By:

Ryder Todd Smith, President

ATTEST:

Kathleen Horn Gregory, City
Clerk

Taxpayer ID No.

APPROVED AS TO FORM:

Trevor Rusin, City Attorney

Proposal submitted for:

City of Lomita City Manager Executive Recruitment

Submitted: November 14, 2023
By: Ryder Todd Smith, President
Cathy Thompson, Director
Kylie Sun, Business Analyst





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1 – COVER LETTER

Ryan,

Thank you for the opportunity to propose to assist the City of Lomita in pursuit of its next City Manager. This proposal outlines our approach to the recruitment process and how we can best serve the City Council and the City of Lomita.

Tripepi Smith as a firm is deeply familiar with the Lomita community and City Council. For this engagement, we would hit the ground running already knowing each council member from our prior work experience and understanding the general culture in City Hall. This experience and insider knowledge uniquely positions TS Talent Solutions to be a partner with the City Council on this important search. I am also committing to be personally involved in this search through the City Council interviews and closed session discussions about potential candidates.

Tripepi Smith is a force multiplier for communication operations in cities across California. We've leveraged our team's knowledge and talents to make our firm a valuable player in executive recruitment services, as well. At TS Talent Solutions, Executive Recruiter Cathy Thompson leads executive searches, bringing 28 years of local government human resources experience to the table. Plus, our Tripepi Smith team offers unrivaled design skills, content creation abilities, local government familiarity and connections to help drive awareness and interest in the positions we recruit for.

Authorization

As co-founder and president of Tripepi Smith and TS Talent Solutions, I am qualified to enter into agreements with the City of Lomita and to make the statements below on behalf of the firm. This proposal is valid for sixty (60) days from the date of submission.

Regards,

Ryder Todd Smith
Co-Founder & Chief Executive Officer
TS Talent Solutions

Ryder@TripepiSmith.com • (626) 536-2173
PO Box 52152, Irvine, CA 92619

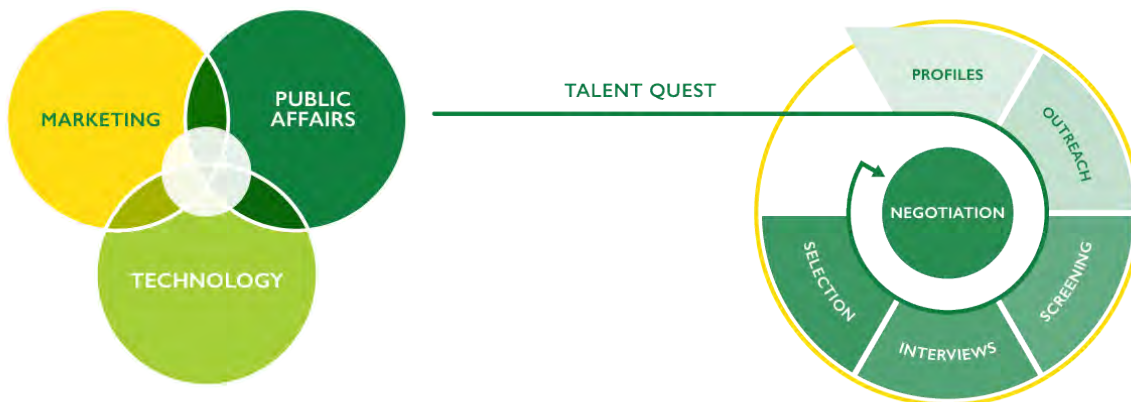


2 – EXPERIENCE & QUALIFICATIONS

Tripepi Smith excels at public affairs. We work in a complex environment where successful communications go hand-in-hand with marketing and technical expertise. As a full-service public affairs and creative services firm, Tripepi Smith delivers strategy, outreach and design tailored for local government, public agencies, nonprofits and private companies — each strongly represented in our client list.

A Public Affairs Firm That Understands Talent

Tripepi Smith Talent Solutions is a staffing firm under the umbrella of Tripepi Smith Marketing and Public Affairs. The firm has been dedicated to solving problems within the local government world since its inception, so it was a natural progression to move into the area of recruitment and talent solutions. Tripepi Smith has worked with more than 180 agencies over the past year alone, as well as hundreds of city managers, department leaders and other executive staff. We know what, and who, makes an effective government leader, and we use that experience to attract, evaluate and retain high-quality talent for our clients. With a skilled team of writers, graphic artists, project managers and retired city managers, we are able to provide whatever level of support our clients need — from an attractive brochure design to full-blown culture curation and recruitment support from beginning to end.



Launching TS Talent Solutions

Through our work at Tripepi Smith, our team developed a savvy understanding of the major operations of each department with city governments in California while also building out an expansive network of relationships and platforms to connect to the local



government community. Helping cities identify talent and recruit it to help our clients succeed was a natural expansion of our work. Thus, TS Talent Solutions was born.

Tripepi Smith Testimonial

“ Ryder and the team at TS Talent Solutions were the perfect partners for the City Council. They generated an incredible pool of talent for us to consider and ultimately positioned us to make a choice that won unanimous approval.
It is clear that Ryder and his team know local government and have a keen understanding of local government, but equally important is that they really took the time to hear each council member about their concerns and hopes for the next City Manager. ”

Keith Eich
Council Member, La Cañada Flintridge



Creative

Tripepi Smith’s creative professionals have worked with public and private clients on imagery, colors and graphic design in an array of projects. Our firm offers creative services that address not only traditional media such as print, websites, logo design and advertising but also non-traditional marketing services around email campaigns, social media, blogging, SEO, video production and more. This integrated approach to content development makes the process more efficient and more effective for clients.

Content x Distribution = IMPACT

Tripepi Smith was born in the digital era and brings significant technical skills to the table. Members of our team carry technical certifications in Hootsuite Social Media Marketing, Facebook Blueprint, Google Advertising, Google Analytics and Twitter Flight School, among others. We take digital seriously and recognize how critical it is to not only develop great visuals and messaging, but to ensure the audiences we want to reach actually see that content. Without content distribution, there is no impact.





TSTS Recruitment Roster

TS Talent Solutions has successfully filled the following positions:

Position	City	Placement Date
Chief Financial Officer	City of Menifee	September 2023
Community & Economic Development Director	City of Pasco, WA	July 2023
City Manager	City of La Cañada Flintridge	May 2023
Community Services Director	City of Bell	March 2023
Harbor Director	City of Morro Bay	February 2023
Parks & Recreation Superintendent	City of Fairfield	January 2023
Finance Director	City of American Canyon	January 2023
Finance Director	City of Fairfield	July 2022
DEI Manager	City of San Luis Obispo	February 2022
Public Works Director	City of Manteca	February 2022
Budget Officer	City of Tracy	January 2022
Parks & Recreation Director	City of American Canyon	January 2022
City Manager	City of Tracy	December 2021
Fire Chief	City of Morro Bay	July 2021
Public Works Director	City of Morro Bay	May 2021
City Attorney	City of Manteca	February 2021
Development Services Director	City of Manteca	September 2020



Outside of our recruitment services, Tripepi Smith has been selected to work with over 180 local government agencies to help with their communications, resident outreach or recruitment needs. We can provide you with contacts at any of these clients if desired and are confident you will find them to be quite happy with our services. Local government agencies who we are currently actively supporting are indicated in **bold**.

California City Management Foundation

City of Aliso Viejo

City of American Canyon

City of Azusa

City of Bellflower

City of Claremont

City of Coronado

(City of) Culver City

City of Cupertino

(City of) Daly City

City of Danville

City of Duarte

City of El Cerrito

City of Fountain Valley

City of Fullerton

City of Grover Beach

City of Hawaiian Gardens

City of Huntington Beach

City of Indian Wells

City of Industry

City of Irvine

City of La Cañada Flintridge

City of La Palma

City of La Puente

City of La Verne

City of Lake Forest

City of Laguna Beach

City of Laguna Hills

City of Laguna Niguel

City of Lancaster

City of Livermore

City of Lomita

City of Lynwood

City of Manhattan Beach

City of Manteca

City of Martinez

City of Millbrae

City of Morgan Hill

City of Morro Bay

City of Murrieta

City of Napa

City of Norwalk

City of Orange

City of Palm Desert

City of Palmdale

City of Paramount

City of Pismo Beach

City of Placentia

City of Pomona

City of Rancho Palos Verdes

City of Rancho Mirage

City of Riverbank

City of Rolling Hills Estates

City of San Luis Obispo

City of Santa Ana

City of Santa Clarita

City of Santa Cruz

City of Santa Paula

City of Saratoga

City of Stanton

City of South Gate

City of Sunnyvale

City of Tracy

City of Vallejo

City of Vista

City of Walnut

(City of) Yuba City

Fresno County

Merced County

Santa Barbara County

Town of Windsor

CalChoice Energy CCA

Clean Energy Alliance

California Joint Powers Insurance Authority

Citrus Heights Water District

Costa Mesa Sanitary District

El Toro Water District

Independent Cities

Finance Authority JPA

Inland Empire Utilities Agency

League of California Cities

Municipal Management Association of Northern California

Municipal Management Association of Southern California

Orange County City Manager Association



San Gabriel Valley City Managers' Association

South Orange County Wastewater Authority



Proposed Project Team



Director **Cathy Thompson** will be the lead and face of the recruitment. Cathy’s years of experience and approachable personality make her a strong partner for the City of Lomita on this project. Principal **Ryder Todd Smith** will be tapped for strategy on positioning the opportunity and leveraging his extensive network and relationships in the City Manager community. Business Analyst **Kylie Sun** will be the main project manager and will execute on position placements to ensure we cast a wide net to find a pool of excellent candidates. Junior Business Analyst **Meara Hain** will draft all marketing content and Senior Graphic Artist **Sara Madsen** will design all visual assets.

<p>Ryder Todd Smith Principal</p> 	<p><i>Role: Strategy</i></p> <p>Ryder has a mixed background in the worlds of government relations, technology and marketing. He served as the SVP of Operations and Chief Information Officer for a software-as-a-service startup in the financial services sector. Prior to that, he was the technology manager for a regional staffing firm. Ryder leads Tripepi Smith and is the ultimate project owner on all work handled by the firm. He is the creator of the City Internet Strategies Study, publisher of the Civic Business Journal, publisher of PublicCEO and a frequent speaker on the local government circuit. His insights have been published in Western City and PM magazines. Ryder graduated from Claremont McKenna College with a Bachelor of Arts in Philosophy, Politics, Economics and a dual degree in Economics.</p>
<p>Cathy Thompson Director / Executive Recruiter</p> 	<p><i>Role: Recruitment Strategy, Interviewing, Candidate Review</i></p> <p>Cathy is a Human Resources Executive with over 28 years of experience in the public sector. She has served as Director of Human Resources and Risk Manager for the City of Norwalk, Interim Director of Human Resources/Risk Management for the City of Westminster and Interim Human Resources Consultant with the City of Pinole. While working in local government, Cathy has worked on challenging staffing issues including recruitments, labor negotiations and employee relations. She has been responsible for risk management, training and benefits administration and has served on City Budget Teams involved in the difficult task of right-sizing staff and balancing budgets. She has also directed multiple class and compensation studies during her tenure.</p>



	<p>Cathy has filled the following positions:</p> <ul style="list-style-type: none"> • City of Menifee, Chief Financial Officer (09/2023) • City of Pasco, Community & Economic Development Director (07/2023) • City of La Cañada Flintridge, City Manager (05/2023) • City of Bell, Community Services Director (03/2023) • City of Fairfield, Parks & Recreation Superintendent (01/2023) • City of Fairfield, Finance Director (07/2022) • City of San Luis Obispo, Deputy Building Official (11/2021)
<p>Kylie Sun Business Analyst</p> 	<p><i>Role: Project Management, Outreach Lead</i></p> <p>Kylie brings a diverse skillset to the team from her experience in several industries, such as litigation services, academic administration and music marketing. She graduated from Biola University with a Bachelor of Science in Business Administration with a concentration in Business Management. She has a strong background in social media strategy, website development, writing and scheduling and high-volume operations due to her experiences as Administrative Assistant at Biola University, Marketing Intern at Transparent Productions, Social Media Marketing Manager at TSE Worldwide Press and Operations Associate at TSG Reporting.</p> <p>Kylie has supported the following recruitments:</p> <ul style="list-style-type: none"> • City of Menifee, Chief Financial Officer (09/2023) • City of Pasco, Community & Economic Development Director (07/2023) • City of Bainbridge Island, City Attorney (07/2023) • City of La Cañada Flintridge, City Manager (05/2023) • City of Bell, Community Services Director (03/2023) • City of Morro Bay, Harbor Director (02/2023) • City of Fairfield, Parks & Recreation Superintendent (01/2023) • City of American Canyon, Finance Director (01/2023) • West County Wastewater District, Records Program Coordinator (06/2022) • City of Fairfield, Finance Director (02/2022) • City of San Luis Obispo, Deputy Building Official (11/2021) • City of San Luis Obispo, Diversity, Equity and Inclusion Manager (10/2021) • City of American Canyon, Parks & Recreation Director (10/2021)



<p>Sara Madsen Senior Graphic Artist</p> 	<p><i>Role: Lead Designer</i></p> <p>Sara is a talented graphic artist with a background in marketing and environmental sustainability, in which she earned her degree from San Diego State University. Her formal education in Visual Communications and passion for the environment led her to complete a Creative Design internship with ECOLIFE Conservation. During her time with the non-profit, she advanced her strategic approach to graphic design. As a continuation of her interest in non-profits, NGOs, and the public sector, Sara tackles graphic design, digital marketing and web development projects for clients at Tripepi Smith.</p> <p><i>Sara has designed digital recruitment brochures for the following recruitments:</i></p> <ul style="list-style-type: none"> • County of Kings, District Attorney’s Office (11/2023) • City of Menifee, Chief Financial Officer (09/2023) • City of Bainbridge Island, City Attorney (07/2023) • City of La Cañada Flintridge, City Manager (05/2023) • City of Morro Bay, Harbor Director (02/2023) • City of Fairfield, Parks & Recreation Superintendent (01/2023) • City of American Canyon, Finance Director (01/2023) • West County Wastewater District, Records Program Coordinator (06/2022) • City of Fairfield, Finance Director (02/2022)
<p>Meara Hain Junior Business Analyst</p> 	<p><i>Role: Content Development</i></p> <p>Meara is a skilled public relations professional. Her expertise brings a diverse perspective to her client projects and allows her to curate unique content that suits client needs. She graduated from California State University, Chico with a degree in public relations and a minor in anthropology. Meara’s experience working as the lead marketing assistant for Associated Students, Chico and with the City of Chico Electrification Campaign has helped her gain valuable skills relating to client relationships, media strategy and content creation. Meara has articles published in The Orion newspaper and is skilled in capturing the voice of her clients.</p>



3 – APPROACH & METHODOLOGY

Tripepi Smith Talent Solutions is a multifaceted recruitment consultancy service. Specific to this engagement, we offer our Talent Quest service which is traditional full executive search recruitment.

Talent Quest

Our Talent Quest service provides the most comprehensive level of traditional search services, with our TS Talent Solutions flair. Each Talent Quest is a dedicated journey to fill a specific executive-level position. Leveraging best practices in conducting recruitment and selection, we will spearhead the entire process, with the City being as involved or hands-off as it would like. Our work will include working with the City to determine a method for soliciting feedback from key stakeholders (the community, City Council, staff, peers, labor leaders, etc.) on the qualities desired in the next City Manager, developing, producing and distributing all recruitment materials (job description brochure content development and graphic design), fielding candidate questions, evaluating and filtering down the candidates, facilitating interviews, completing background checks and negotiating compensation.

Process and Methodology

Tripepi Smith will execute the following steps for the recruitment process:

1. **Develop a Candidate Profile:** TS Talent Solutions will meet with City staff and other key stakeholders identified by the City to develop information regarding specific issues and opportunities facing the City, to determine the desired education, experience and background of the sought-after candidate, and to identify the management skills and style desired in the new City Manager.
2. **Outreach:** TS Talent Solutions will execute outreach and solicitation of individuals with superior qualifications to encourage them to become part of the pool of candidates. It is anticipated that this activity will range from the circulation of announcements in professional journals to extensive personal contacts with prospective candidates.
 - a. TS Talent Solutions will develop a digital recruitment brochure, timelines and related materials and conduct a comprehensive outreach and advertising campaign aimed at producing a diverse pool of the highest quality City Manager candidates. We will advertise the availability of the City Manager position to appropriate and diverse professional organizations, membership agencies and publications. We will source job candidates through a number of different channels, including proactively reaching out to candidates in the marketplace who may not be actively seeking the position. We will access the firm's



- network of qualified candidates and other best-practice recruitment strategies utilized in the industry.
- b. If desired, TS Talent Solutions will execute a community outreach and engagement project to assist with gathering community feedback on the selection of a new City Manager.
3. **Evaluate and Screen:** TS Talent Solutions will review, acknowledge and evaluate all resumes received based upon established criteria.
 - a. TS Talent Solutions will screen applicant resumes for conformance to required and desired qualifications and conduct preliminary phone interviews with the most qualified candidates. We will maintain appropriate communications and update applicants at each phase of the recruitment. We will also conduct reference and background checks on select candidate(s) prior to consideration of extending an offer of employment.
 - b. Tripepi Smith agrees to conduct third-party background checks on the final three to five candidates that advance to the interview phase of the process.
 4. **Interview:** TS Talent Solutions will complete personal interviews with top candidates, which will focus on an assessment of the candidates' skills, background and experience as well as an assessment of the candidates' interpersonal skills. Additionally, we will develop recommended interview questions and rating criteria, if needed.
 - a. TS Talent Solutions will coordinate the selection process and related materials needed for the interview process. Other selection/testing requirements may be appropriate. We will also make arrangements to schedule interview activities and travel arrangements for top candidates per the City of Lomita specifications.
 5. **Notification:** TS Talent Solutions will notify all candidates who are not selected of the results. The City will make the job offer to the final candidate.
 - a. TS Talent Solutions will notify all candidates not selected of the City's decision to not move forward. If desired, we will work with City staff to negotiate an employment contract with the preferred candidate.

Throughout the recruiting process TS Talent Solutions will provide an every-other-week update to key City staff noting the status of the work, number of candidates and expectations for the next two weeks.



4 – PROJECT COST

The Talent Quest level of engagement for the City Manager position will be a complete and comprehensive search to present the City of Lomita with the most capable, talented candidates available. The fee to perform the search will be **\$20,500, plus expenses, for an estimated total of \$23,500**. Those expenses will include advertising, travel and other project costs (see the Estimated Expenses section for details). Top candidates will be subject to education verifications, DMV, civil and criminal background checks and credit checks.

Payment Schedule

Fees will be collected in three installments as follows:

1. Upon Execution of the Agreement - \$6,500
2. Following Presentation of Candidates - \$6,500 plus expenses
3. Upon Acceptance of Offer - \$7,500 plus any remaining expenses

TALENT QUEST	COST	NOTES
City Manager Recruitment	\$20,500	Fixed Cost
Estimated Expenses	\$3,000	Estimated
PROJECT TOTAL	\$23,500	

Estimated Expenses

Of the estimated \$3,000 expenses, posting to various digital job boards and hotspots popular with local government agencies is expected to total \$2,200 . Hiring TS Talent Solutions means the City automatically agrees for the posting to be placed on PublicCEO job board (owned by Tripepi Smith) for a \$425 fee. Additional expenses include travel reimbursement for Cathy Thompson to travel from Long Beach to Lomita for one (potential) on-site visit and third-party services related to background checks. If expenses appear to exceed the budget outlined above, TS Talent Solutions will discuss that budget risk with City staff and seek authorization before exceeding that expense budget.

Community Outreach Options

The City may desire to conduct community outreach and public involvement in the selection process. The options can range from a simple survey form on a website to an in-person community forum to discuss the City Manager role and the criteria the City should



consider for the selection process. Pricing for the community outreach options are separate from the fixed price as laid out above:

- Survey and Support for Marketing of Survey Participation – \$1,000
- Zoom-Hosted Focus Group with City-Identified Participants – \$2,250
- In-Person Focus Group with City-Identified Participants – \$3,000
- 1.5 Hour In-Person Community Town Hall Forum Facilitation – \$3,750

The City shall pay any fees paid to market, push or promote with online or print advertising.

Tripepi Smith Talent Solutions Guarantee

The Tripepi Smith Talent Solutions team guarantees industry standard services. If within one year following appointment, the selected candidate resigns or is terminated for cause, our team will conduct another search free of professional services charges. However, the City of Lomita will cover expenses related to the recruitment, including advertising fees, background check fees and travel costs.

Hourly Rates

Tripepi Smith uses the following rates to bill for work outside of the Talent Quest engagement. Time at Tripepi Smith is billed in 15-minute increments – i.e. we invoice our time in the following examples: 1.25, 0.75, 4.0 or 6.5 hours. Fees will be collected monthly. These rates may be superseded by an existing active contract we have in place with the City.

Resource	Hourly - Standard
Principal	\$350.00
Director / Art Director	\$240.00
Senior Business Analyst	\$190.00
Business Analyst	\$130.00
Junior Business Analyst	\$105.00
Senior Graphic Designer	\$175.00
Graphic Designer	\$120.00
Junior Graphic Designer	\$105.00



5 – PROPOSED TIMELINE

TS Talent Solutions is ready to commence this work immediately.

TS Talent Solutions’ proposed schedule for the City of Lomita’s City Manager recruitment includes fourteen (14) weeks of recruitment activity, however, this can be adjusted if the City would prefer a different process. The final schedule will be developed upon finalization of an agreement between Tripepi Smith and the City of Lomita.

Talent Quest Timeline: City Manager Recruitment

Week 1	Kickoff Meeting	Strategic meeting between TS Talent Solutions and City of Lomita staff to outline the process and gather necessary information for the development of outreach materials.
Weeks 2-5	Marketing Creation/Design	TS Talent Solutions will draft and design a digital recruitment brochure, job ad language and social media content for the City to use across communication platforms.
Weeks 6-9	Outreach and Recruiting	TS Talent Solutions will post the position across agreed-upon channels and conduct aggressive outreach efforts.
Week 10	Candidate Assessment	TS Talent Solutions will evaluate all applicants and compile a list of the top candidates along with their materials. We will conduct research on top candidates in the form of Internet searches and other public profiles to ensure prospects’ values, experiences and history match the criteria established by the organization.
Week 11	Selection and Presentation of Top Candidates	TS Talent Solutions will present top candidates to City of Lomita staff for consideration to determine which candidates will be interviewed.
Weeks 12-14	Interviews / Negotiations	TS Talent Solutions will schedule interviews with candidates and provide packets for each panelist containing detailed descriptions of each candidate. We are also willing and able to support the City of Lomita in the negotiation process of the selected candidate’s compensation package.



6 – REFERENCES

References	Details
<p>City of La Cañada Flintridge Dan Jordan City Manager (818) 790-8880 DJordan@lcf.ca.gov <i>Completed 05/2023</i></p>	<p>TS Talent Solutions filled a City Manager position in the City of La Cañada Flintridge.</p> <p>Strategy: Ryder Todd Smith Executive Recruiter: Cathy Thompson Project Manager/Recruitment Support: Kylie Sun Recruitment Brochure Design: Sara Madsen</p>
<p>City of Menifee Armando Villa City Manager (951) 672-6777 AVilla@cityofmenifee.us <i>Completed 09/2023</i></p>	<p>TS Talent Solutions filled a Chief Financial Officer position in the City of Menifee.</p> <p>Strategy: Ryder Todd Smith Lead Recruiter: Cathy Thompson Project Manager/Recruitment Support: Kylie Sun Recruitment Brochure Design: Sara Madsen</p>
<p>City of Bell Michael L. Antwine II City Manager (323) 588-6211 MAntwine@cityofbell.org <i>Completed 03/2023</i></p>	<p>TS Talent Solutions filled a Community Services Director in the City of Bell.</p> <p>Strategy: Ryder Todd Smith Lead Recruiter: Cathy Thompson Project Manager/Recruitment Support: Kylie Sun Recruitment Brochure Design: Kevin Bostwick</p>

To view example digital recruitment brochures, visit

TSTalentSolutions.com/Recruitment-Brochure-Samples.

We encourage you to see all the work we have done for clients at TSTalentSolutions.com.



CITY OF LOMITA CITY COUNCIL REPORT

Item No. SCH 8b

TO: Mayor and City Council

FROM: Ryan Smoot, City Manager

PREPARED BY: Emma Kelley, Recreation Manager
Lina Hernandez, Senior Management Analyst

MEETING DATE: December 19, 2023

SUBJECT: Discussion and Consideration of City of Lomita Special and 60th Anniversary Community Events

RECOMMENDATION

Approve the City of Lomita’s Special Events for 2024-2025.

BACKGROUND

Lomita works year-round to bring a wide range of exciting events and activities for residents to enjoy that bring the community together. In addition to the City’s regularly scheduled annual special events, the Founders Day/60th Anniversary Ad Hoc Committee has started planning for celebratory events in honor of Lomita’s 60th Anniversary starting June 30, 2024 and running through June, 2025.

The Founders Day/60th Anniversary Committee held several meetings to review and discuss the special events and additional events related to the 60th Anniversary. The recommendation was that these events be brought to the full City Council for consideration and approval. If approved, staff will promote these events using our regular community communication mediums, including the development of a dedicated 60th anniversary webpage.

City Tentative Special Events 2024 & 2025			
Date	Event	Time	Location
Saturday, March 30, 2024	Eggstravaganza	9:00am	Lomita Park
Monday, May 27, 2024	Memorial Day	9:00am	Veterans Park
Friday, June 14, 2024	A Night at the Railroad Museum	5:30pm - 8:00pm	Lomita Railroad Museum

Saturday, June 29 - Sunday, June 30, 2024	Founders Day	10:00am - 9:00pm 10:00am - 6:00pm	Downtown Lomita
Saturday, July 13, 2024	Movie Under the Stars	8:30pm	Downtown Lomita
Saturday, July 27, 2024	Movie Under the Stars	8:30pm	Downtown Lomita
Tuesday, August 6, 2024	National Night Out/Car Show	6:00pm - 8:00pm	Downtown Lomita
Friday, August 9, 2024	Summer Concert	6:00pm - 8:00pm	Downtown Lomita
Friday, August 23, 2024	Summer Concert	6:00pm - 8:00pm	Downtown Lomita
Saturday, September 7, 2024	Cornhole Tournament	10:00am	Lomita Park
October 1, 9, 16, 2024	Mayors Golf Classic Tournament	1:00pm Shotgun Start	TBA
Saturday, October 26, 2024	Lomita Trick & Trot 5k/10k	7:00am	City of Lomita
Saturday, October 26, 2024	Spooktacular Festival	10:00am	Lomita Park
Monday, November 11, 2024	Veterans Day	11:00am	Veterans Park
Thursday, November 21, 2024	State of the City	8:00am - 10:00am	Lomita Park
December 1st - 18th 2024	Holiday House Decorating Contest		Parks Commission to judge
Friday, December 6, 2024	Tree Lighting	5:30pm - 8:00pm	Downtown Lomita
Saturday February 15, 2025	Parade	10:00am	Downtown Lomita
Saturday, April 19, 2025	Eggstravaganza	9:00am	Lomita Park
Monday, May 26, 2025	Memorial Day	9:00am	Veterans Park
Saturday, June 28 - Sunday, June 29, 2025	Founders Day	10:00am - 9:00pm 10:00am - 6:00pm	Downtown Lomita

Golf Classic

On May 16, 2023, the City Council directed staff to cancel the 2023 Golf Classic due to past performance and other extenuating circumstances and revisit the event in the future. Staff is requesting direction for the 2024 Golf Classic whether to continue as planned or replace with an alternative event.

If the Council desires to proceed with the event, staff is recommending that the Golf Classic and Mayors Cup take place in October instead of in the month of June to allow staff to focus on planning the two-day Founders Day celebration and favorable weather.

Additional proposed activities to observe and promote the City's 60-year anniversary celebration includes a community art contest to be judged by the Parks and Recreation Commission and winning art submissions will be used to create a commemorative calendar with the special events pre-printed. The City Council could recognize the participants during a City Council meeting and the calendar will be sold at the city booth during the Founders Day weekend. Proceeds from the sale of the calendar will support 60th anniversary celebratory events. The City will also be accepting nominations to recognize the oldest Lomita resident, the resident with the longest residency, residents that share Lomita's June 30th birthday, and other residents with unique ties to Lomita's

history. A “Lomita 60 Fun Facts Fridays” community trivia will be posted bi-weekly to engage residents and share city information with residents. Participants will be encouraged to take a photo of the correct answer to the trivia questions and post it on social media with a unique hashtag.

Other planned annual and new events that the city sponsors or co-sponsors intended to bring the community together and continue our collaborative efforts with other organizations are being coordinated. These include partnerships with the American Red Cross and CERT to bring a blood drive as well as a free smoke alarm installation and home safety preparedness event on to assist the most vulnerable in our community. The popular Pet Vaccination Clinic in partnership with Los Angeles County Department of Animal Care and Control (DACC) has been secured. Staff will be working with the Lomita Sheriff Station Captain Guerrero and her staff to coordinate additional catalytic converter etching events and Coffee (or Ice Cream or Hot Cocoa) with a Cop in the near future.

A full list of proposed events is included with this staff report. As time progresses, additional events may be added or changed.

OPTIONS

1. Approve the recommended action.
2. Discuss and provide alternative directions.
3. Take no action.

FISCAL IMPACT

As we continue to enhance our city's cultural and community engagement initiatives, we have identified five new events that will contribute significantly to our community's vibrancy and bring residents together. Recognizing the financial implications of organizing these events, we are seeking additional funding to ensure their success. The following five events have been carefully planned to promote community spirit and celebrate our diverse culture.

- Event 1: Summer Concert #1
- Event 2: Summer Concert # 2
- Event 3: Cornhole Tournament
- Event 4: Trick & Trot 5k/10k
- Event 5: Lomita 60th Anniversary Parade 2025

The estimated cost for organizing these five additional events and making them memorable experiences for our community is \$214,600.00, which would come out of the 2024/2025 budget. Additionally, two established events (Founders Day and National Night Out/Car show) will seek further support of an estimated cost of \$80,400 that would come out of current 2023/2024 budget.

To mitigate costs, the city is actively pursuing sponsorships from local businesses and organizations. We are confident that partnering with community sponsors will not only contribute to the success of these events but also provide valuable exposure for our sponsors.

ATTACHMENTS

1. Full list of city sponsored/co-sponsored events for 2024-2025

Approved by:

Gary Sugano

Gary Y. Sugano
Assistant City Manager

Ryan Smoot

Ryan Smoot
City Manager

Prepared by:

Emma Kelley

Emma Kelley
Recreation Manager

Lina P. Hernandez

Lina Hernandez
Senior Management Analyst

Proposed City Sponsored/Co-Sponsored Special Events 2024			
<i>Subject to Change</i>			
Date	Event	Time	Location
Tuesday, February 6	American Red Cross Blood Drive	11:00-5:00pm	Don Knabe Community Room
Sunday, February 25	Pet Vaccination Clinic	9:00am-1:00pm	Downtown Lomita
Saturday, March 30	Eggstravaganza	9:00am	Lomita Park
April 19, 2024 - June 27, 2025	Community Trivia "Lomita 60 Fun Facts Friday"	Bi-Weekly	Social media, e-news, website
Sunday, April 28	Tea with Friends	1:00pm - 4:00pm	Lomita Park
Late April/early May	Arbor Day Tree Planting	TBD	TBD
Late April/early May	Gang and Drug Free Walk	TBD	TBD
Saturday, May 4	Smoke Alarm Installations	9:00-2:00pm	Various locations
Tuesday, May 21	Recognize American Red Cross' Hometown Heroes from Lomita	6:00pm	Council Chambers
Monday, May 27	Memorial Day Ceremony	9:00am	Veterans Park
Friday, May 3	Graduate Backdrop	Until July 1	Downtown Lomita
Saturday, June 1 <i>tentative</i>	Used Motor Oil & Filter Exchange Recycling Collection Event	10:00-2:00pm	AutoZone
Friday, June 14	Night at the Railroad Museum	5:30pm - 8:00pm	Lomita RR Museum
Tuesday, June 18	Recognize 60 th Anniversary Art Contest Participants	6:00pm	Council Chambers
Tuesday, June 18	Recognize residents with unique ties to Lomita's history	6:00pm	Council Chambers
Saturday, June 29 - Sunday, June 30	Founders Day	10:00am - 9:00pm 10:00am - 6:00pm	Downtown Lomita
Saturday, July 13	Movie Under the Stars	8:30pm	Downtown Lomita
Saturday, July 20	Lemonade Day	TBD	Various Locations
Saturday, July 27	Movie Under the Stars	8:30pm	Downtown Lomita
Tuesday, August 6	National Night Out/Car Show	6:00pm - 8:00pm	Downtown Lomita
Friday, August 9	Summer Concert	6:00pm - 8:00pm	Downtown Lomita
Friday, August 23	Summer Concert	6:00pm - 8:00pm	Downtown Lomita
Saturday, September 7	Cornhole Tournament	TBA	Lomita Park
Saturday, September 21	Family Fun Day	11:00am - 4:00pm	Lomita RR Museum
Tuesday, October 1	Golf Tournament	1:00pm	TBA
October 1-18	Home Halloween Decorating Contest	N/A	
Saturday, October 26	Trick & Trot 5k/10k	7:00am	City of Lomita
Saturday, October 26	Spooktacular Festival	10:00am	Lomita Park
Monday, November 11	Veterans Day Ceremony	11:00am	Veterans Park
Thursday, November 21	State of the City	8:00am - 10:00am	Lomita Park
December 1-18	Home Holiday Decorating Contest	N/A	

Early December	Annual Open House	TBD	City Hall Lobby
Friday, December 6	Tree Lighting	5:30pm - 8:00pm	Downtown Lomita
Sunday, December 8	Santa Event	11:00am - 3:00pm	Lomita RR Museum
TBD	Coffee/Ice Cream with a Cop	TBD	TBD
TBD	Catalytic Converter Etching Event	TBD	TBD
Proposed City Sponsored/Co-Sponsored Special Events 2025 and Beyond			
Date	Event	Time	Location
Saturday February 15	60 th Anniversary Parade	10:00am	Downtown Lomita
Saturday, April 19	Eggstravaganza	9:00am	Lomita Park
Monday, May 26	Memorial Day	9:00am	Veterans Park
Saturday, June 28 - Sunday, June 29	Founders Day	10:00am - 9:00pm 10:00am - 6:00pm	Downtown Lomita
Early 2025	Unveiling of new Circle of Honor Wall	TBD	TBD
Saturday, July 4, 2026	Opening of the Lomita Time Capsule	TBD	TBD



CITY OF LOMITA CITY COUNCIL REPORT

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

FROM: Ryan Smoot, City Manager

PREPARED BY: Susan Kamada, Administrative Services Director

MEETING DATE: December 19, 2023

SUBJECT: Discussion and Consideration of the Acceptance of the City's Audit Report for Fiscal Year 2022-2023

RECOMMENDATION

Receive and file the Fiscal Year 2022-2023 Annual Comprehensive Financial Report (ACFR), Fiscal Year 2022-2023 Single Audit Report, and the Measure W Audit Report for Fiscal Years 2020-2021, 2021-2022, and 2022-2023.

BACKGROUND

Attached is the City of Lomita's Annual Comprehensive Financial Report (ACFR), the Single Audit Report for the fiscal year ended June 30, 2023, and the Measure W Audit Reports for Fiscal Years 2020-2021, 2021-2022, and 2022-2023. These reports are in full compliance with the most recent financial reporting model developed by the Governmental Accounting Standards Board (GASB) Statement No. 34, Generally Accepted Accounting Principles (GAAP), and Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). The most recent financial reporting model is intended to improve financial accountability by adding significant information not previously available in local government financial statements. The City's implementation of the most recent model enables the City Council and residents of Lomita to become more aware of the City's financial condition and the information contained in its annual financial statements.

During the year ended June 30, 2023, the City adopted Statement on Governmental Accounting Standards (GASB Statement) No. 91-*Conduit Debt Obligations* and No. 96-*Subscription Based Information Technology Software*. Statements can be found in Note 1 of the City's Annual Comprehensive Financial Report.

The goal of the annual audit is to provide reasonable assurance that the City's financial statements are free of material misstatement. The City's independent auditor, Gruber and Lopez, Inc., found no "material misstatements" or "reportable conditions" during the audit. The City has once again submitted the ACFR for consideration for the Certificate of Achievement for Excellence in Financial Reporting to the Government Finance Officers Association (GFOA). To receive this award, a government agency must publish an easily readable and efficiently organized comprehensive annual financial report. If the City receives the Certificate of Achievement as expected, this will be the 20th consecutive year that the City has received this award. While this effort was coordinated by the Administrative Services Department, it required the cooperation and participation of all City departments. We would like to thank the Mayor and members of the City Council for their support in planning and conducting the financial operations of the City in a responsible and progressive manner.

Below are the financial highlights of the Annual Comprehensive Financial Report:

- The City ended Fiscal Year 2022-2023 with a total net position \$62,191,293. Of this amount, \$8,319,476 (unrestricted net position) may be used to meet the City's ongoing obligations to citizens and creditors within fund-specific guidelines.
- As of the close of business of the current fiscal year, the City of Lomita's governmental funds reported a combined ending balance of \$22,098,242
- Property Taxes, Sales Tax, Motor Vehicle-in-Lieu Fees, Refuse Taxes, Business License Taxes, Franchise Taxes, and Transient Occupancy Taxes financed approximately 69% of all governmental activities for the fiscal year.

OPTIONS:

None. Information only. Receive and file.

FISCAL IMPACT

None. Information only. Receive and file.

ATTACHMENT

1. Audit Communication Letter
2. Fiscal Year 2022-2023 Annual Comprehensive Financial Report
3. Fiscal Year 2022-2023 Single Audit Report
4. Fiscal Year 2020-2021, 2021-2022 Measure W Audit Report
5. 2022-2023 Measure W Audit Report

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Susan Kamada
Administrative Services Director

CITY OF LOMITA
Lomita, California

Report on Communication
With Those Charged with Governance

June 30, 2023



CITY OF LOMITA
Lomita, California

Report On Communication
With Those Charged With Governance

June 30, 2023

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City of Lomita
Lomita, California

To the Honorable Mayor and City Council:

We have audited the financial statements of the government activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of Lomita, California (City) for the year ended June 30, 2023, and have issued our report thereon dated December 15, 2023. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the engagement contract dated July 18, 2023. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practice

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. The City adopted Statement on Governmental Accounting Standards (GASB Statements) Nos. 91-*Conduit Debt Obligations* and No. 96-*Subscription Based Information Technology Software*. The adoption of the GASB No. 91 did not significantly impact the City. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the City's financial statements were:

- Management's estimate of capitalizing certain infrastructure assets that prolong its' useful life (as opposed to classifying as routine maintenance expense) and depreciation expense on capital assets. We have evaluated the key factors and assumptions used to estimate the capitalization of infrastructure assets and useful lives on depreciation expense in determining that they are reasonable in relation to the financial statements taken as a whole.
- Management's estimate of the net pension liability and net OPEB liability and their allocation to various funds. We have evaluated the key factors and assumptions used to estimate the net pension liability and its allocation to various funds of the City in determining that they are reasonable in relation to the financial statements taken as a whole.

City of Lomita
Honorable Mayor and City Council

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure affecting the financial statements was:

- The disclosure of Contingencies in Note 11 to the financial statements concerning potential claims against the City for possible disallowed costs or noncompliance with certain grantor restrictions. As of the date of this letter, Management is not aware of any disallowed costs or noncompliance with grantor restrictions.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. We noted no significant adjustments as a result of audit procedures. We were not aware of any significant uncorrected misstatements.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 15 2023.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as City of Lomita's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

City of Lomita
Honorable Mayor and City Council

Other Matters

We applied certain limited procedures to City of Lomita, which is required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the supplementary information as described in the table of contents in the financial statements, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the supplementary information as described in the table of contents in the financial statements, which accompany the financial statements but are not RSI. We did not audit or perform other procedures on this other information and we do not express an opinion or provide any assurance on it.

Restriction on Use

This report is intended solely for the information and use of the City Council and management, and is not intended to be and should not be used by anyone other than these specified parties.

GRUBER AND LOPEZ, INC.

Gruber and Lopez, Inc.

Newport Beach, California
December 15, 2023



Annual Comprehensive Financial Report

Year Ended June 30, 2023

CITY OF LOMITA,
CALIFORNIA
ANNUAL COMPREHENSIVE FINANCIAL REPORT
Year Ended June 30, 2023

Prepared by: The Administrative Services Department

Susan Kamada, Administrative Services Director

CITY OF LOMITA
 Annual Comprehensive Financial Report
 Year Ended June 30, 2023

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Annual Comprehensive Financial Report
Year Ended June 30, 2023

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CITY COUNCIL

BARRY WAITE
BILL UPHOFF
JAMES GAZELEY
CINDY SEGAWA
MARK A. WARONEK



ADMINISTRATION

RYAN SMOOT
CITY MANAGER

CITY OF LOMITA

December 19, 2023

Honorable Mayor,
Members of the City Council,
and Citizens of Lomita

**ANNUAL COMPREHENSIVE FINANCIAL REPORT
FISCAL YEAR 2022-2023
LETTER OF TRANSMITTAL**

It is with great pleasure that we present to you the City of Lomita’s Annual Comprehensive Financial Report (ACFR) for the fiscal year ended June 30, 2023. This report complies with the most recent financial reporting model developed by the Governmental Accounting Standards Board (GASB) Statement 34 and Generally Accepted Accounting Principles (GAAP). The most recent financial reporting model is intended to improve financial accountability by adding significant information not previously available in local government financial statements. The City’s implementation of the most recent model enables the City Council and residents of Lomita to become more aware of the City’s financial condition and the information contained in its annual financial statements.

This report was prepared by the Administrative Services Department in conformity with GAAP and has been audited in accordance with Generally Accepted Auditing Standards (GAAS) by a firm of licensed Certified Public Accountants. Our audit firm, Gruber and Lopez, Inc., is registered with the California State Board of Accountancy and, therefore, because of this, the City’s auditors follow the same required rigor and quality control standards of all firms who are registered with the State. The report contains management’s representation of the finances of the City. Consequently, responsibility for both the accuracy of the data and the completeness and fairness of the presentation, including all disclosures, rests with the City. To the best of our knowledge and belief, the enclosed information is accurate in all material respects and is reported in a manner designed to present fairly the financial position of the City. All disclosures necessary to enable an understanding of the City’s financial activities have been included.

This ACFR includes the financial activity for all funds of the City. The City provides its citizens a wide range of services either directly or through contractual arrangements including public safety, planning, building, public works, water utility, engineering, parks and recreation, and general management.

In addition to the fund-by-fund financial information presented in the City’s financial statements, also included are government-wide financial statements. The government-wide financial statements, required by GASB 34, include a Statement of Net Position that provides the total net equity of the City including its infrastructure assets. The Statement of Activities illustrates the cost of providing government services.

These statements have been prepared using the accrual basis of accounting versus the modified accrual method used in the fund financial statements, as required by GASB 34.

The most recent reporting model includes an emphasis on the City's major funds as shown in the Governmental Fund Statements. These most recent statements combined with other financial information are further described in a narrative section called Management's Discussion and Analysis (MD&A). The MD&A provides financial highlights and interprets the financial reports by analyzing trends and by explaining changes, fluctuations and variances in the financial data. The MD&A is intended to disclose any known significant events or decisions that affect the financial condition of the City.

During the year ended June 30, 2023, the City adopted Statement on Governmental Accounting Standards (GASB Statement) No. 91-*Conduit Debt Obligations* and No. 96-*Subscription Based Information Technology Software*. The adoption of GASB No. 91 did not significantly impact the City.

PROFILE OF THE GOVERNMENT

The City of Lomita, California, was founded in 1907 and incorporated on June 30, 1964, as a General Law City under the laws of the State of California. The City of Lomita is located 26 miles south of downtown Los Angeles and is bounded by the City of Torrance on the north and west, the City of Los Angeles to the east, and the City of Rolling Hills Estates on the southwest. Southeast of Lomita is the City of Rancho Palos Verdes and unincorporated County land. The City's total land area is 1,196.8 acres, or 1.97 square miles. As of 2023, the City's population is 20,092.

The City operates under the Council-Manager form of government. The City Council is comprised of five members elected at large for staggered four-year terms of office. Three incumbents filed papers to run for office in the City's November 3, 2022 municipal election. The three candidates were appointed to the three open seats and the election was canceled. The Mayor and Mayor Pro-Tem are selected by the Council from among its members to serve a one-year term. The City Council serves as the legislative and policy-making body of the City, enacting all laws and directing such actions as are required to provide for the general welfare of the community. As a contract city, the City provides most of its municipal services, such as legal and public safety services, waste collection, street sweeping and others through contracts with other agencies or organizations. The City of Lomita contracts with a private firm for its legal services. It contracts with the Los Angeles County Sheriff's Department for law enforcement services. Fire protection services are provided by the Los Angeles County Fire Department. The Lomita Public Library is administered by Los Angeles County. Building and safety services are also provided by the County. There are currently six City parks in Lomita including Lomita Park.

The City Manager, appointed by the City Council, serves as the Chief Executive Officer and is responsible to the City Council for the administration of all City affairs and the implementation of all policies established by the City Council. The City Attorney serves under contract to the City and is also appointed by the City Council. The Assistant City Manager is appointed by and reports to the City Manager. All other department directors are also appointed by the City Manager and report to the City Manager.

LOCAL ECONOMIC CONDITIONS AND OUTLOOK

The City of Lomita is comprised of single- and multi-family homes, condominiums, and apartments with a mixture of retail, light industrial and service entities providing a tax base for the City. Property Taxes, Sales and Use Taxes, Motor Vehicle-in-Lieu Fees, and Transient Occupancy Taxes financed approximately 68% of all governmental activities for the fiscal year.

As of June 30, 2023, the City's unemployment rate was 2.2 percent, which compares favorably to 4.9 percent for Los Angeles County and 4.6 percent for the State of California. The City's three largest employers are Lomita Post-Acute Care Center, WDC Kitchen & Bath Center, and Kaiser Permanente, and they continue to be stable employers.

The City adopted a balanced biennial budget for Fiscal Years 2022-2024 using a conservative approach to forecast revenues and maintain expenditures. The City's sales tax and vehicle license fees revenues performed better than or as expected primarily due to conservative forecasting and stronger than expected sales, and other revenue sources performed as projected, if not slightly better. The budget maintained public safety services and infrastructure projects at a high level of importance. One-time influxes of revenue and the approval of Measure L by the voters in 2020 have added much needed revenue that will support the City in accomplishing its financial and infrastructure improvement goals.

Though hopeful that the economy continues to steadily grow, the City expects long term revenues to remain stable while expenditures are expected to steadily grow. The City will remain conservative in its revenue forecasts, contain costs as much as possible while maintaining essential services for the community. We will continue to explore ways to stimulate the local economy by vigorously pursuing economic development and housing opportunities and developing projects and programs that support the continued growth of our community.

LONG-TERM FINANCIAL PLANNING AND MAJOR INITIATIVES

The City has adopted a new five-year Capital Improvement Program and continues to work through the projects listed as funding is available. An annual review of this report is an integral part of the budget process. This is a plan for short and long-term development, improvement, maintenance, and acquisition of infrastructure assets City-wide. Current projects include facility improvements; information technology upgrades; engineering studies; major street repairs; storm water best management programs; water system upgrades including water main, water meter, water valves and service line replacements and ongoing upgrades to our water facilities. Although the plan identifies an ambitious set of capital needs, the City's ongoing annual funding over the period has simply not kept pace with the increasing costs of construction and the overall needs of the City's infrastructure. As such, currently, there remains more than \$100,000,000 in unfunded capital needs, which have been updated as part of the 5-Year Capital Improvement and Water Master Plan. One-time influxes of revenue, grants, and the approval of Measure L by the voters of the City will help to offset this need, but as it has in the past, the City will need to remain creative in its financing and infrastructure improvement goals.

During the fiscal year of 2022-2023, the Cypress Water Production Facility, which generally provides water service through a blend of imported and locally produced ground water, remained offline while construction is ongoing to upgrade the facility. Water service continues to be provided to the City's residents through

100% imported water. Although fluctuations in blend ratios are anticipated over time, this transition continues to result in significant, short-term increases in the City's costs to provide water service. The City Council has approved a funding plan and is currently under construction, a secondary Granular Activated Carbon filtration system to remove benzene and improve the aesthetic qualities of the City's groundwater and has secured \$5 Million in external funding through WRD and ARPA to be used toward construction of the upgrades. Construction is scheduled to be complete in 2024.

The City has adopted updated water rate structures for the next five years and will continue capital improvements in an effort to be proactive in reducing service delivery costs and determining future revenue requirements to meet the operational needs of the water system while building and maintaining reserves for capital projects, and its debt service obligations.

The City has also completed and received certification from the State of California for its Housing Element of its General Plan. The updated plan prepares the City for development of more than 1100 new housing units over the next eight years and commits the City to ambitious housing production and redevelopment goals. It also commits the City to revisioning for its major corridors and lays the foundation for more broad scale updates to the residents of the City's General Plan. This update will guide the future of development and shape the Lomita community for many decades to come.

RELEVANT FINANCIAL POLICIES

The City's finances continue to be positively impacted by actual revenues which exceed conservative estimates, business license rates which are revised annually to reflect the changes in the consumer price index, and the updated valuation of the Infrastructure Assets which accurately reflect the true value of the City's assets.

Internal Controls

The management of the City is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the government are protected from loss, theft, or other misuse and to ensure that adequate accounting data is compiled to allow for the preparation of financial statements in conformity with Generally Accepted Accounting Principles. The internal control structure is designed to provide reasonable, but not absolute, assurance that these objectives are met. The concept of reasonable assurance recognizes that the costs of a control should not exceed the benefits likely to be achieved. The valuation of the costs and benefits requires estimates and judgments by management.

As a recipient of Federal, State and County financial resources, the City is also responsible for ensuring that an adequate internal control structure is in place to ensure compliance with applicable laws and regulations related to those programs. The internal control structure is subject to annual evaluation by its independent auditors and periodic evaluation by management of the City.

Budgetary Controls

In addition to internal controls, the City maintains budgetary controls. The objective of these budgetary controls is to ensure compliance with legal provisions embodied in the annual appropriated budget approved

by the City Council. Activities of the General Fund, Special Revenue Funds, Proprietary Funds (including Internal Service and Enterprise Funds) and Fiduciary Funds are included in the annual appropriated budget.

The budget is arranged by department, function and fund and presented to the City Council by the City Manager and Administrative Services Director. The budget is then adopted annually by the City Council prior to the beginning of the fiscal year and serves as the foundation for the City's financial planning and control. The budget is reviewed at mid-year and necessary adjustments are made to ensure that expenditures are not outpacing anticipated revenues.

The City maintains an encumbrance accounting system as an additional technique of accomplishing budgetary control. As demonstrated by the statements and schedules included in the financial section of this report, the City has enhanced its responsibility for sound financial management. The legal level of control of which expenditures cannot exceed appropriations is at the functional level. The City Council is informed of expenditures over appropriations and such amounts are informally approved as a part of the bi-monthly review of the demand warrants.

Annual Audit

Gruber & Lopez, Inc., was selected by the City to audit the City's financial statements. The goal of the independent audit was to provide reasonable assurance that the financial statements of the City for the fiscal year ending June 30, 2023, are free of material misstatement. As part of the City's annual audit, reviews are made to determine the adequacy of the internal control structure as well as to determine that the City has complied with applicable laws and regulations. The independent auditor concluded there was a basis for rendering an unmodified opinion and the City's financial statements are fairly presented in conformity with Generally Accepted Accounting Principles and GASB 34 requirements. The independent auditor's report is presented as the first component of the financial section of this report

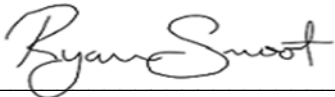
AWARDS AND ACKNOWLEDGEMENTS

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Lomita for its ACFR for the fiscal year ended June 30, 2022. This was the nineteenth consecutive year that the City has achieved this prestigious award. In order to be awarded a Certificate of Achievement, the City had to publish an easily readable and efficiently organized ACFR that satisfied both generally accepted accounting principles and applicable program requirements.

A Certificate of Achievement for Excellence in Financial Reporting is valid for a period of one year only. However, we believe that our current ACFR continues to meet the Certificate of Achievement for Excellence in Financial Reporting Program's requirements, and we are submitting it to the GFOA to determine its eligibility for another certificate.

The preparation and publication of this report would not have been possible without the collaborative assistance of the Department Heads and staff in all City departments. First and foremost, we want to recognize the dedicated employees of the Administrative Services Department. Their professional expertise and unwavering commitment to excellence is constantly manifested in the quality of the City's financial records and reporting. Appreciation is also expressed to the audit staff of Gruber & Lopez, Inc., for their advice and assistance in the preparation of this report. Finally, we would like to thank the Mayor and members of the City Council for their support in planning and conducting the financial operations of the City in a responsible and progressive manner.

Respectfully submitted,



Ryan Smoot
City Manager



Susan Kamada
Administrative Services Director

**CITY OF LOMITA
LIST OF CITY OFFICIALS**

ELECTED OFFICIALS

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

CITY STAFF

City Manager	Ryan Smoot
Assistant City Manager	Gary Sugano
City Attorney	Trevor Rusin, Best, Best & Krieger
Administrative Services Director	Susan Kamada
Community & Economic Development Director	Brianna Rindge
Public Works Director	Carla Dillon

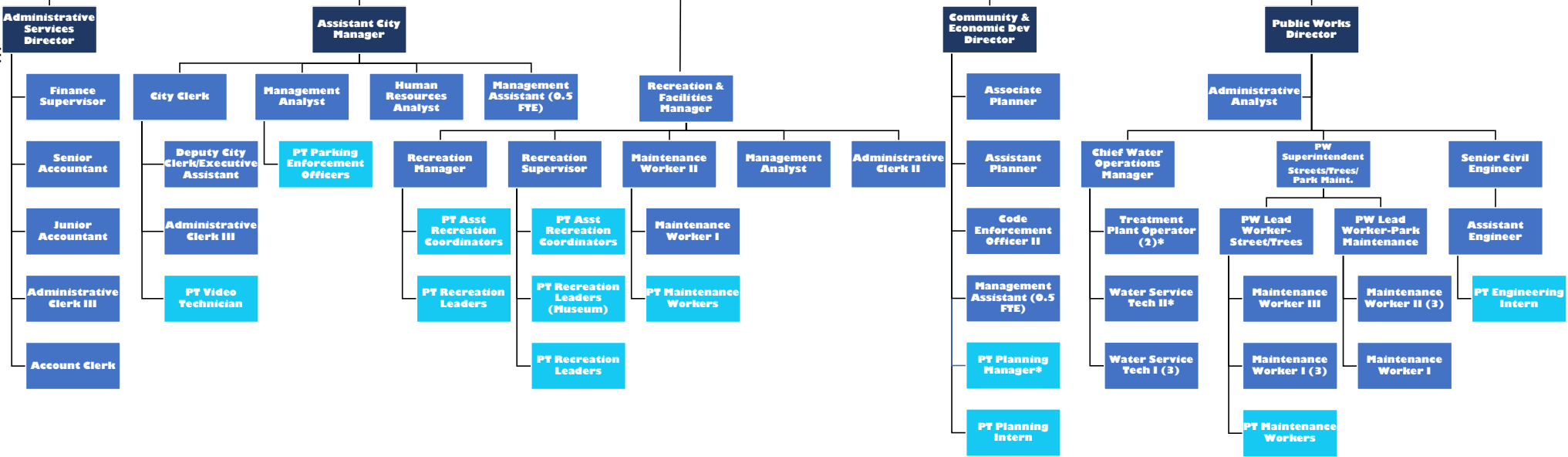
Citizens of Lomita

City Council

**Planning Commission (7)
Public Safety & Traffic Commission (5)
Parks & Recreation Commission (5)**

City Manager

City Attorney



CM and Directors (5)
Full-Time Employees (43)
Part-Time Employees

New Positions
Planning Manager

Reclassification Position
Code Enforcement Officer II (from Neighborhood Preservation Officer)

*One Treatment Operator is being underfilled at the Water Service Tech II.



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**City of Lomita
California**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2022

Christopher P. Morill

Executive Director/CEO

Honorable Mayor and City Council
City of Lomita, California

Independent Auditors' Report

Opinions

We have audited the accompanying financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of Lomita, California, as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the City of Lomita, California's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activity, each major fund, and the aggregate remaining fund information of the City of Lomita, California, as of June 30, 2023, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As described in Note 1 to the basic financial statements, the City adopted the provisions of Governmental Accounting Standards Board Statement No. 91 and 96. Our opinion is not modified with respect to this matter.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City of Lomita, California, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Lomita, California's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City of Lomita, California's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Lomita, California's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the schedules of proportionate share of the net pension liability and the schedules of contributions for the CalPERS miscellaneous pension plan, the schedule of changes in the net other postemployment benefit (OPEB) liability (asset) and related ratios, and the budgetary comparison schedules for the General Fund and Major Special Revenue Fund, identified as Required Supplementary Information (RSI) in the accompanying table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the RSI in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Lomita's basic financial statements. The combining and individual fund financial statements and schedules, and financial data schedules, as listed in the table of contents, are presented for purposes of additional analysis and are not a required part of the basic financial statements.

Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements and schedules, and financial data schedules, are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 15, 2023, on our consideration of the City of Lomita's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City of Lomita's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Lomita's internal control over financial reporting and compliance.

Gruber and Lopez, Inc.

Gruber and Lopez, Inc.

Newport Beach, California
December 15, 2023

CITY OF LOMITA
Management's Discussion and Analysis

The following discussion and analysis of the City of Lomita's financial statements provides an overview of the financial activities for the fiscal year ended June 30, 2023. This document should be read in conjunction with the accompanying transmittal letter which can be found on pages i-v of this report; and the basic financial statements.

FINANCIAL HIGHLIGHTS

- The City's assets and deferred outflows of resources exceeded its liabilities and deferred inflows of resources at the close of the 2022-2023 fiscal year by \$62,191,293 (total net position). Of this amount, \$8,319,476 (unrestricted net position) may be used to meet the government's ongoing obligations to citizens and creditors.
- The City's total net position increased \$10,449,370. Net position of governmental activities increased \$6,561,151 and net position of business-type activities increased \$3,888,219.
- As of the close of the 2022-2023 fiscal year, the City's governmental funds reported combined fund balances of \$22,098,242, an increase of \$4,879,585 in comparison to the prior year. General Fund increased by \$2,107,818 and American Rescue Plan Fund increased by \$367,140.
- At the end of the 2022-2023 fiscal year, fund balance (the total of the committed, assigned, and unassigned components of fund balance) for the General Fund was \$10,662,050 or approximately 86% of total General Fund expenditures.

USING THE ANNUAL REPORT

The annual comprehensive financial reports are comprised of three components: 1) government-wide financial statements provide information about the activities of the City as a whole, except for its fiduciary activities, 2) fund financial statements illustrate how City services were financed, as well as, what remains for future spending; these statements also report the City's operations in more detail than the government-wide statements by providing information about the City's most significant funds, and 3) notes to the financial statements. This report also contains other supplementary information.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

The Statement of Net Position and the Statement of Activities report information about the City as a whole. These statements include all assets and liabilities using the accrual basis of accounting, which is similar to the accounting method used by most private sector companies. All of the current fiscal year's revenues and expenses are considered regardless of when cash is received or paid.

These two statements report the City's net position and changes in the net position. Net position, the difference between assets and liabilities, may serve over time as a useful indicator of a government's financial position. The City's change in net position increased during Fiscal Year 2022-2023 despite ongoing fiscal challenges. Consideration should also be given to other non-financial factors, such as the condition of the City's infrastructure, to assess the overall health of the City.

The City's basic services fall into two categories: governmental and business-type activities. Governmental activities are activities generally financed through taxes, intergovernmental revenues, and other non-exchange revenues. Business-type activities are financed in whole or in part by fees charged to external parties for goods

CITY OF LOMITA
Management's Discussion and Analysis (Continued)

or services provided by the City. These activities are usually reported in enterprise funds. The City's only business-type activity is its Water utility.

The Statement of Net position and the Statement of Activities present information about governmental and business-type activities, including General Government, Public Safety, Public Works, Community Development, Cultural and Recreation and the Water Enterprise. General revenues such as Property Taxes, Sales Taxes, Motor Vehicle-in-Lieu Fees, Refuse Taxes, Business License Taxes, Franchise Taxes, and Transient Occupancy Taxes financed approximately 68% of all governmental activities for the fiscal year.

The government-wide financial statements can be found on pages 13-15 of this report.

FUND FINANCIAL STATEMENTS

The Fund Financial Statements provide specific detailed information about the most significant funds. Included are the General Fund, Measure R Highway Special Revenue Fund, and Water Enterprise Fund. Smaller specific funds are reported collectively as Other Governmental Funds. Some funds are required to be established by State law; however, the City establishes many other funds to help control and manage costs for specific purposes or to demonstrate compliance with legal requirements for using certain taxes, grants, and other monies. The City currently has three types of funds – governmental, proprietary, and fiduciary funds.

Governmental Funds Most of the City's basic services are reported under governmental funds. These financial statements focus on how money flows into and out of governmental funds and the balances left at fiscal year-end that are available for future appropriation. These funds are reported using the modified accrual accounting method. Under this method, revenues are recognized in the accounting period in which they become measurable and available to finance expenses of the current fiscal period while expenses are recognized in the accounting period in which the liability is incurred. There are five different types of governmental funds: the general fund, special revenue funds, debt service funds, capital projects funds, and permanent funds.

The Governmental Fund statements provide a detailed view of the City's general government operations and the basic services it provides. Governmental fund information helps the reader determine whether there are more or less financial resources that can be spent in the near future to finance the City's programs. The relationship (or difference) between governmental activities (reported in the Statement of Net position and Statement of Activities) and Governmental Funds are described in the reconciliation at the bottom of the fund financial statements.

The basic governmental fund financial statements can be found on pages 16-19 of this report.

Proprietary Funds This category includes enterprise and internal service funds. The City's water operations are reflected in the Water Enterprise Fund. The cost of allocating vehicle and equipment purchases to all applicable departments citywide is represented in the Equipment Replacement and Park Equipment Replacement Fund.

The basic proprietary fund financial statements can be found on pages 20-22.

Fiduciary Funds This fund type reflects monies held on behalf of outside entities such as the Railroad Museum Foundation, and Tom Rico Memorial Fund. These funds do not belong to the City and are not used for city government activities. Fiduciary activities are reported in separate fiduciary fund financial statements. We exclude these activities from the City's other financial statements because the City cannot use these assets to

CITY OF LOMITA
Management's Discussion and Analysis (Continued)

finance its operations. The City is responsible for ensuring that the assets reported in these funds are used exclusively for their intended purpose.

The basic fiduciary fund financial statements can be found on pages 23-24.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 25-59.

Other information. In addition to the basic financial statements and accompanying notes, this report also presents required supplementary information. This required supplementary information can be found on pages 60-68 of this report.

The combining statements in connection with nonmajor governmental funds are presented on pages 69-76. Individual fund schedules can be found on pages 77-95.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

The analysis focuses on the net position and changes in net position of the City's governmental and business-type activities. At fiscal year-end, the City is able to report positive balances in all three categories of net position.

CITY OF LOMITA NET POSITION

	Governmental Activities		Business-type Activities		TOTAL	
	2023	2022	2023	2022	2023	2022
Current and other assets	\$ 27,199,107	\$ 23,228,234	\$ 8,067,442	\$ 6,450,733	\$ 35,266,549	\$ 29,678,967
Capital assets	22,718,159	22,198,828	27,080,733	26,699,780	49,798,892	48,898,608
Total Assets:	49,917,266	45,427,062	35,148,175	33,150,513	85,065,441	78,577,575
Deferred Outflow of Resources	3,271,445	1,605,410	1,217,336	429,991	4,488,781	2,035,401
Current liabilities	2,099,218	3,341,504	1,104,265	1,287,683	3,203,483	4,629,187
Non-current liabilities	13,431,848	9,123,682	7,556,530	7,286,618	20,988,378	16,410,300
Total Liabilities:	15,531,066	12,465,186	8,660,795	8,574,301	24,191,861	21,039,487
Deferred Inflows of Resources	2,872,738	6,343,530	298,330	1,488,036	3,171,068	7,831,566
Net Investment in Capital						
Assets	22,718,159	22,183,927	21,559,554	20,844,231	44,277,713	43,028,158
Restricted	9,594,104	7,593,689	-	-	9,594,104	7,593,689
Unrestricted	2,472,644	(1,553,860)	5,846,832	2,673,936	8,319,476	1,120,076
Total Net Position, as restated:	\$ 34,784,907	\$ 28,223,756	\$ 27,406,386	\$ 23,518,167	\$ 62,191,293	\$ 51,741,923

CITY OF LOMITA
Management's Discussion and Analysis (Continued)

Net Position

The City's assets and deferred outflows of resources exceeded its liabilities and deferred inflows of resources by \$62,191,293 (net position).

- \$44,277,713 (71%) of net position reflects investment in capital assets (e.g., land, buildings, machinery, equipment, vehicles, and infrastructure), net of related debt. The City uses these capital assets to provide a variety of services to its citizens. Accordingly, these assets are not available for future spending. Although the City's investment in capital assets is reported net of related debt, it should be noted that the resources used to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.
- \$9,594,104 (15%) of net position is subject to external restrictions on how they may be used.
- \$8,319,476 (13%) of unrestricted net position may be used to meet the ongoing obligations to citizens and creditors which include the net OPEB and Pension obligations.

The City's overall net position increased \$10,449,370 from the prior year. The reasons for this overall increase are discussed in the below sections for governmental activities and business-type activities:

Governmental Activities. The net position for governmental activities increased \$6,561,151 during the 2022-2023 fiscal year for an ending balance of \$34,784,307. General revenues for the governmental activities increased from the prior year by \$1,857,149 or approximately 18%. The overall increase is primarily due to the approval of Measure L, vehicle license fees, and a Proposition A exchange.

Expenses increased by \$278,910 from the prior year or approximately 1% primarily due to increased spending in contractual services and information technology; these expenses are driven and affected largely by increases in public health, welfare and safety and engagement of technology to meet resident expectations around data and transparency.

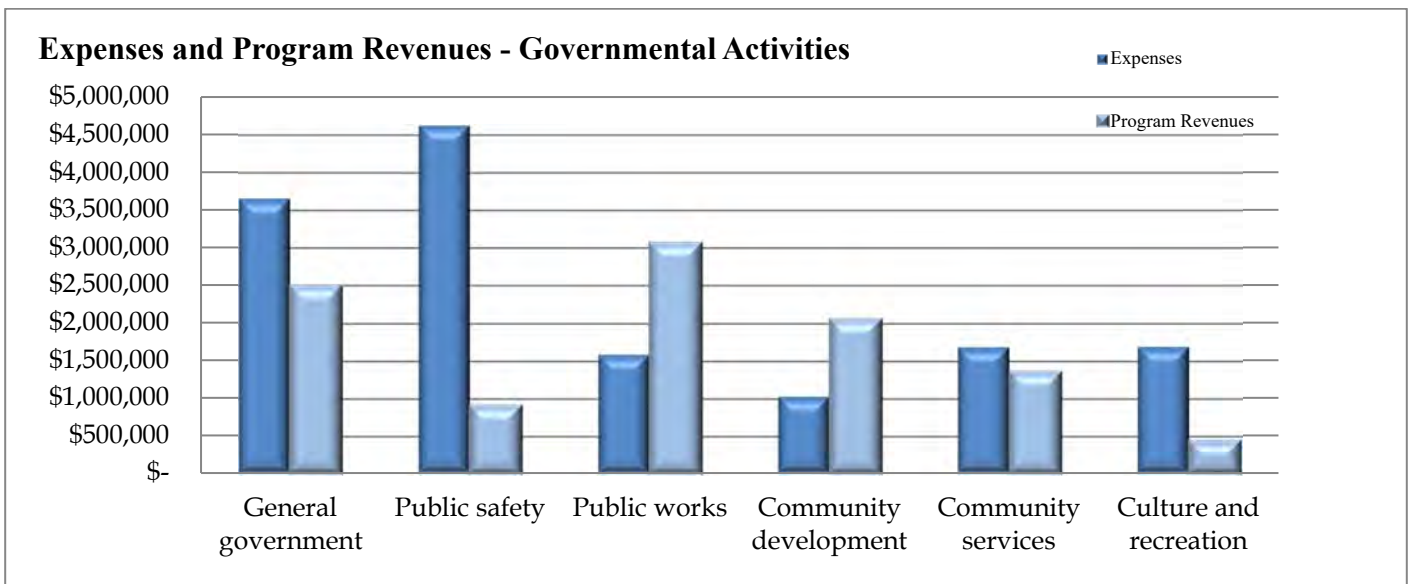
Additional information can be found in the statement of activities (Primary Government, pages 14-15).

CITY OF LOMITA
Management's Discussion and Analysis (Continued)

CITY OF LOMITA'S CHANGES IN NET POSITION

	Governmental Activities		Business -type Activities		TOTAL	
	2023	2022	2023	2022	2023	2022
Revenues:						
<i>Program Revenues:</i>						
Charges for services	\$ 3,788,818	\$ 3,032,299	\$ 6,108,357	\$ 6,344,367	\$ 9,897,175	\$ 9,376,666
Operating grants and contributions	5,790,820	5,347,576	-	-	5,790,820	5,347,576
Capital grants and contributions	723,342	621,557	-	-	723,342	621,557
<i>General Revenues:</i>						
Property taxes	2,112,200	1,990,207	-	-	2,112,200	1,990,207
Sales and other taxes	6,655,527	6,648,700	-	-	6,655,527	6,648,700
Investment income and miscellaneous	3,477,135	1,748,806	1,217,510	1,112,511	4,694,645	2,861,317
Total Revenues:	22,547,842	19,389,145	7,325,867	7,456,878	29,873,709	26,846,023
Expenses:						
General government	3,651,972	4,615,742	-	-	3,651,972	4,615,742
Public safety	4,624,434	4,385,150	-	-	4,624,434	4,385,150
Public works	1,584,797	1,557,665	-	-	1,584,797	1,557,665
Community development	1,022,436	985,098	-	-	1,022,436	985,098
Community services	1,684,425	701,673	-	-	1,684,425	701,673
Cultural and recreation	1,688,139	1,731,965	-	-	1,688,139	1,731,965
Water Enterprise operations	-	-	5,168,136	7,011,399	5,168,136	7,011,399
Total Expenses:	14,256,203	13,977,293	5,168,136	7,011,399	19,424,339	20,988,692
Increase (decrease) in Net Position before other revenues and transfers	8,291,639	5,411,852	2,157,731	445,479	10,449,370	5,857,331
Transfers	(1,730,488)	(1,269,512)	1,730,488	1,269,512		
Net position - beginning of year	28,223,756	24,081,416	23,518,167	21,803,176	51,741,923	45,884,592
Net position - end of year	\$ 34,784,907	\$ 28,223,756	\$ 27,406,386	\$ 23,518,167	\$ 62,191,293	\$ 51,741,923

Business-type Activities. The net position increased \$3,888,219 during the 2022-2023 fiscal year for an ending balance of \$27,406,386. The Water Enterprise business charges for water services to offset its operation expenses. Total revenues decreased \$(131,011) or approximately 2% from the prior year. In comparison to the prior fiscal year, the charges for services decreased by \$(236,010) or 4% due, in part, to a decrease in water usage. Related business-type activity expenses decreased during the fiscal year by \$(1,843,263) or 26% compared to the previous fiscal year, a decrease resulting from the Cypress Water Production Facility project nearing its completion.



CITY OF LOMITA
Management's Discussion and Analysis (Continued)

FINANCIAL ANALYSIS OF GOVERNMENTAL FUNDS

Governmental Funds. On June 30, 2023, the City's governmental funds reported combined fund balances of \$22,098,242, an increase of \$4,879,585 in comparison with the prior year. \$2,761,741 or approximately 12% of this amount constitutes an unassigned fund balance, which is available for spending at the government's discretion. The remainder of the fund balance is either non-spendable, restricted, committed, or assigned to indicate that it is: (1) not in spendable form \$26,835; (2) restricted for particular purposes \$4,070,880; (3) committed for particular purposes \$3,919,868; or (4) assigned for particular purposes \$11,318,918.

The general fund is the chief operating fund of the City. At the end of the 2022-2023 fiscal year, the unassigned fund balance of the general fund was \$1,531,302, while the total fund balance increased by \$2,107,818 to \$10,662,050; the overall increase is primarily due to the approval of Measure L, vehicle license fees, and a Proposition A exchange. As a measure of the general fund's liquidity, it may be useful to compare both the unassigned fund balance and the total fund balance to total general fund expenditures. Unassigned fund balance represents approximately 14% of total general fund balance, while total fund balance represents approximately 86% of that total general fund expenditures.

The American Rescue Plan Act Special Revenue Fund, a major fund, reported a fund balance of \$1,336,976. Transfers of \$332,860 and \$1,730,488 from the American Rescue Plan Act Fund were to reimburse the General Fund and Water Enterprise Funds for various capital related projects in the City.

Proprietary Funds. The City's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

Unrestricted net position of the Water Enterprise at the end of the fiscal year was \$5,846,832. The total increase in net position was \$3,888,219; this increase is primarily due to a transfer of \$1,730,488 from the American Rescue Plan Act.

GENERAL FUND BUDGETARY HIGHLIGHTS

The revised budget estimated an increase in General Fund net change in fund balance of \$502,182; however, the actual change in fund balance was an increase of \$2,107,818 to arrive at a total ending General Fund Balance of \$10,662,050. The overall difference in the original and final amended budgeted expenditures for the General Fund was an increase of \$577,908 or 0.05%. The final amended budgeted revenues increased from the original budgeted revenues by \$1,357,209 or 10%.

Revenues: In the General Fund, actual revenues were more than the amount budgeted by \$860,675 or 6%. License and permits revenues had a significant increase over budget by \$847,329 or 70%, the overall increase is primarily due to increases in building & safety, planning & zoning, and encroachment fees.

Expenditures: In the General Fund, actual expenditures were less than budgeted by \$(612,226) or 5%. Actual revenues over actual departmental expenditures for the General Fund were \$3,350,703, not including transfers out.

CITY OF LOMITA
Management's Discussion and Analysis (Continued)

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

The assets include a broad range of capital resources including land, buildings, equipment, furniture, vehicles, etc. Also included are public domain (infrastructure) capital assets consisting of certain improvements such as roads, streets, sidewalks, buildings, storm drains and the water main system. At the end of fiscal year 2022-2023, the City's net capital assets total \$49,798,892 in a broad range of resources as listed below:

CITY OF LOMITA'S CAPITAL ASSETS
(Net of depreciation)

	Governmental Activities		Business-Type Activities		Total	
	2023	2022	2023	2022	2023	2022
Non-depreciable assets:						
Land	\$ 4,993,906	\$ 4,993,906	\$ 70,675	\$ 70,675	\$ 5,064,581	\$ 5,064,581
Street trees	1,650,378	1,650,378	-	-	1,650,378	\$ 1,650,378
Construction in progress	295,326	2,598,005	4,497,964	3,548,783	4,793,290	\$ 6,146,788
Total non-depreciable assets	6,939,610	9,242,289	4,568,639	3,619,458	11,508,249	12,861,747
Capital assets, being depreciated:						
Buildings/structures and improvements	984,517	1,074,995	-	-	984,517	1,074,995
Equipment and furniture	695,744	310,075	74,874	85,456	770,618	395,531
Right-to-Use - Lease Equipment	11,471	15,294	-	-	11,471	15,294
Right-to-Use - Subscription	141,235	-	-	-	141,235	-
Vehicles	336,956	114,392	77,961	54,418	414,917	168,810
Infrastructure	13,608,626	11,441,783	22,359,259	22,940,448	35,967,885	34,382,231
Total depreciable assets (net)	15,778,549	12,956,539	22,512,094	23,080,322	38,290,643	36,036,861
Total capital assets	\$ 22,718,159	\$ 22,198,828	\$ 27,080,733	\$ 26,699,780	\$ 49,798,892	\$ 48,898,608

Major capital asset events, during the 2022-2023 fiscal year, included the following:

- Completed reconstruction of streets in city zones C and F.
- Began design for the reconstruction of streets in city zone G.
- Continued construction on the Cypress Water Production Facility's (CWPF) upgrade project for a Granular Activated Carbon filtration unit at the CWPF.
- Began design of the Narbonne South Pipe Replacement Project.
- Continued design of the 247th Area Water Main Replacement Project.
- Completed the City Council Chambers Audio/Visual Upgrades.

Additional information on the City's capital assets can be found in Note 5 on pages 43-45 of this report.

Long-term Debt

The City currently has several long-term obligations. The City issued a bond for the first time in its history in fiscal year 2008-09 for the construction of the new Cypress Street Reservoir, and other potential capital improvements to the City's aged water system. During fiscal year 2022-2023, the City refinanced the water revenue bonds to take advantage of lower interest rates. Other long-term liabilities include net pension liability, compensated absences, and other post-employment benefits (OPEB).

CITY OF LOMITA
Management’s Discussion and Analysis (Continued)

CITY OF LOMITA'S OUTSTANDING DEBT

	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
Net pension liability	\$ 7,908,856	\$ 3,911,512	\$ 2,125,000	\$ 1,541,551	\$ 10,033,856	\$ 5,453,063
OPEB	4,910,356	4,773,098	-	-	4,910,356	4,773,098
Lease payable	11,234	14,901	-	-	11,234	14,901
Subscription leases payable	141,235	-	-	-	141,235	-
Compensated absences	625,496	534,803	310,901	281,738	936,397	816,541
COP Bonds payable, net of premium	-	-	5,521,179	5,855,549	5,521,179	5,855,549
	\$ 13,597,177	\$ 9,234,314	\$ 7,957,080	\$ 7,678,838	\$ 21,554,257	\$ 16,913,152

State statutes limit the amount of general obligation debt a governmental entity may issue to 3.75 percent of the average full valuation. The current debt limitation for the City is \$109,932,708, which is significantly in excess of the City’s outstanding general obligation debt of \$5,416,000.

Additional information can be found in the notes section of this report (Note 6- Long-Term Debt. pages 45-46).

ECONOMIC FACTORS AND NEXT YEAR’S BUDGET AND RATES

The following economic factors currently affect the City and were considered when developing the 2023-2024 fiscal year budget:

- The City has started the process of updating the City’s General Plan.
- The City’s current unemployment rate of 2.2 percent is 2.4 percent lower than the State’s unemployment rate of 4.6 percent. It is a 0.1 percent decrease from the prior fiscal year.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the City’s finances for all those with an interest in the government’s finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Administrative Services Department, 24300 Narbonne Avenue, Lomita, California 90717, or call (310) 325-7110.

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BASIC FINANCIAL STATEMENTS

GOVERNMENT WIDE FINANCIAL STATEMENTS

CITY OF LOMITA
Statement of Net Position
June 30, 2023

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
ASSETS			
Current assets:			
Cash and investments (note 2)	\$ 24,910,429	6,347,363	31,257,792
Receivable:			
Accounts	214,684	1,641,237	1,855,921
Taxes	685	68,002	68,687
Interest	68,786	-	68,786
Leases (note 7)	143,180	-	143,180
Due from other governmental entities	1,834,508	-	1,834,508
Inventories	22,805	10,840	33,645
Prepaid items	4,030	-	4,030
Total current assets	<u>27,199,107</u>	<u>8,067,442</u>	<u>35,266,549</u>
Noncurrent assets:			
Capital assets (note 5):			
Non-depreciable	6,939,610	4,568,639	11,508,249
Depreciable, net	<u>15,778,549</u>	<u>22,512,094</u>	<u>38,290,643</u>
Total capital assets	<u>22,718,159</u>	<u>27,080,733</u>	<u>49,798,892</u>
Total noncurrent assets	<u>22,718,159</u>	<u>27,080,733</u>	<u>49,798,892</u>
Total assets	<u>49,917,266</u>	<u>35,148,175</u>	<u>85,065,441</u>
DEFERRED OUTFLOWS OF RESOURCES			
Pensions (note 8)	2,944,143	1,217,336	4,161,479
OPEB (note 9)	<u>327,302</u>	<u>-</u>	<u>327,302</u>
Total deferred outflows of resources	<u>3,271,445</u>	<u>1,217,336</u>	<u>4,488,781</u>
LIABILITIES			
Current liabilities:			
Accounts payable	1,528,896	643,095	2,171,991
Accrued salaries and benefits	161,646	48,698	210,344
Interest payable	-	10,922	10,922
Deposits payable	243,347	1,000	244,347
Long-term - due within one year (note 6)	<u>165,329</u>	<u>400,550</u>	<u>565,879</u>
Total current liabilities	<u>2,099,218</u>	<u>1,104,265</u>	<u>3,203,483</u>
Noncurrent liabilities:			
Pension Liability (note 8)	7,908,856	2,125,000	10,033,856
OPEB (note 9)	4,910,356	-	4,910,356
Long-term - due in more than one year (note 6)	<u>612,636</u>	<u>5,431,530</u>	<u>6,044,166</u>
Total noncurrent liabilities	<u>13,431,848</u>	<u>7,556,530</u>	<u>20,988,378</u>
Total liabilities	<u>15,531,066</u>	<u>8,660,795</u>	<u>24,191,861</u>
DEFERRED INFLOWS OF RESOURCES			
Pensions (note 8)	721,515	298,330	1,019,845
OPEB (note 9)	2,009,565	-	2,009,565
Lease related items (note 7)	<u>141,658</u>	<u>-</u>	<u>141,658</u>
Total deferred inflows of resources	<u>2,872,738</u>	<u>298,330</u>	<u>3,171,068</u>
NET POSITION			
Net investment in capital assets	22,718,159	21,559,554	44,277,713
Restricted for:			
Community development and services	1,545,019	-	1,545,019
Public safety	6,351	-	6,351
Public works	7,329,156	-	7,329,156
Cultural and recreation	<u>713,578</u>	<u>-</u>	<u>713,578</u>
Total restricted	<u>9,594,104</u>	<u>-</u>	<u>9,594,104</u>
Unrestricted	<u>2,472,644</u>	<u>5,846,832</u>	<u>8,319,476</u>
Total net position	<u>\$ 34,784,907</u>	<u>27,406,386</u>	<u>62,191,293</u>

See accompanying notes to the basic financial statements.

CITY OF LOMITA
Statement of Activities
For the Year Ended June 30, 2023

Functions/Programs	Expenses	Program Revenues			Total Program Revenue
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	
Primary Government:					
Governmental activities:					
General government	\$ 3,651,972	60,000	2,430,488	-	2,490,488
Public safety	4,624,434	727,215	177,287	-	904,502
Public works	1,584,797	203,713	2,345,634	511,884	3,061,231
Community development	1,022,436	2,053,254	-	-	2,053,254
Community services	1,684,425	335,681	807,411	211,458	1,354,550
Cultural and recreation	1,688,139	408,955	30,000	-	438,955
Total governmental activities	14,256,203	3,788,818	5,790,820	723,342	10,302,980
Business-type activities:					
Water	5,168,136	6,108,357	-	-	6,108,357
Total business-type activities	5,168,136	6,108,357	-	-	6,108,357
Total primary government	\$ 19,424,339	9,897,175	5,790,820	723,342	16,411,337

General revenues:

Taxes:

- Property taxes, net
- Sales taxes
- Business license tax
- Franchise taxes
- Refuse taxes
- Transient occupancy taxes
- Other taxes

Total taxes

Motor vehicle in-lieu, unrestricted

Investment income (loss)

Other revenues

Transfers

Total general revenues and transfers

Change in net position

Net position - beginning of year

Net position - end of year

See accompanying notes to the basic financial statements.

Net (Expense) Revenue and Changes in Net Position

Primary Government

<u>Governmental Activities</u>	<u>Business-Type Activities</u>	<u>Total</u>
(1,161,484)	-	(1,161,484)
(3,719,932)	-	(3,719,932)
1,476,434	-	1,476,434
1,030,818	-	1,030,818
(329,875)	-	(329,875)
<u>(1,249,184)</u>	<u>-</u>	<u>(1,249,184)</u>
<u>(3,953,223)</u>	<u>-</u>	<u>(3,953,223)</u>
<u>-</u>	<u>940,221</u>	<u>940,221</u>
<u>-</u>	<u>940,221</u>	<u>940,221</u>
<u>(3,953,223)</u>	<u>940,221</u>	<u>(3,013,002)</u>
2,112,200	-	2,112,200
4,944,221	-	4,944,221
678,225	-	678,225
410,506	-	410,506
346,598	-	346,598
230,035	-	230,035
45,942	-	45,942
8,767,727	-	8,767,727
2,789,586	-	2,789,586
(316,365)	90,970	(225,395)
1,003,914	1,126,540	2,130,454
<u>(1,730,488)</u>	<u>1,730,488</u>	<u>-</u>
<u>10,514,374</u>	<u>2,947,998</u>	<u>13,462,372</u>
6,561,151	3,888,219	10,449,370
<u>28,223,756</u>	<u>23,518,167</u>	<u>51,741,923</u>
<u>\$ 34,784,907</u>	<u>27,406,386</u>	<u>62,191,293</u>

FUND FINANCIAL STATEMENTS

Governmental Fund Financial Statements

Proprietary Fund Financial Statements

Fiduciary Fund Financial Statements

GOVERNMENTAL FUND FINANCIAL STATEMENTS

General Fund - This is the primary operating fund of the City. It accounts for all activities of the general government, except those required to be accounted for in another fund.

American Rescue Plan Act – Used to account for the City’s use of emergency and rescue plan activities using ARPA COVID-19 funds received from the Department of Treasury.

CITY OF LOMITA

Balance Sheet

Governmental Funds

June 30, 2023

	<u>General Fund</u>	<u>American Rescue Plan Act</u>	<u>Non-major Governmental Funds</u>	<u>Total Governmental Funds</u>
ASSETS				
Cash and investments (note 2)	\$ 10,403,265	1,336,976	10,338,705	22,078,946
Receivables:				
Accounts	195,590	-	-	195,590
Taxes	-	-	685	685
Interest	68,786	-	-	68,786
Lease (note 7)	143,180	-	-	143,180
Due from other governments	1,453,255	-	381,253	1,834,508
Due from other funds (note 3)	121,453	-	-	121,453
Inventory	22,805	-	-	22,805
Prepaid items	-	-	4,030	4,030
Total assets	<u>\$ 12,408,334</u>	<u>1,336,976</u>	<u>10,724,673</u>	<u>24,469,983</u>
LIABILITIES				
Accounts payable	\$ 1,271,967	-	240,111	1,512,078
Accrued liabilities	115,622	-	46,024	161,646
Deposits payable	217,037	-	26,310	243,347
Due to other funds (note 3)	-	-	121,453	121,453
Total liabilities	<u>1,604,626</u>	<u>-</u>	<u>433,898</u>	<u>2,038,524</u>
DEFERRED IN FLOWS OF RESOURCES				
Lease related items (note 7)	141,658	-	-	141,658
Unavailable revenue	-	-	191,559	191,559
Total deferred in flows of resources	<u>141,658</u>	<u>-</u>	<u>191,559</u>	<u>333,217</u>
FUND BALANCES				
Nonspendable	22,805	-	4,030	26,835
Restricted	-	-	4,070,880	4,070,880
Committed	85,744	-	3,834,124	3,919,868
Assigned	9,022,199	-	2,296,719	11,318,918
Unassigned	<u>1,531,302</u>	<u>1,336,976</u>	<u>(106,537)</u>	<u>2,761,741</u>
Total fund balances	<u>10,662,050</u>	<u>1,336,976</u>	<u>10,099,216</u>	<u>22,098,242</u>
Total liabilities, deferred inflows and fund balances	<u>\$ 12,408,334</u>	<u>1,336,976</u>	<u>10,724,673</u>	<u>24,469,983</u>

CITY OF LOMITA
Reconciliation of the Governmental Funds Balance Sheet
to the Government-Wide Statement of Net Position
June 30, 2023

Fund balances of governmental funds	\$ 22,098,242
Amounts reported for governmental activities in the statement of net position are different because:	
Capital assets used in governmental activities were not current financial resources. Therefore, they were not reported in the governmental funds balance sheet. Excluding the internal service funds capital assets which are reported below, capital assets were adjusted as follows:	
- Capital assets	39,768,363
- Accumulated depreciation	(17,393,314)
Certain revenues were not available to pay for current-period expenditures and, therefore, were deferred in funds.	191,559
Internal service funds were used by management to charge the costs of certain activities, such as insurance and fleet management, to individual funds. The assets and liabilities of the internal service funds were included in governmental activities in the government-wide statement of net position.	3,176,869
Deferred outflows related to contributions made after the actuarial measurement date for the net pension liability.	2,944,143
Deferred inflows related to unrecognized actuarial gains and losses for the net pension liability.	(721,515)
Proportionate share of net pension liability has not been included in governmental fund activity.	(7,908,856)
Long-term liabilities (including compensated absences, lease payable, and OPEB liability) were not due and payable in the current period. Therefore, they were not reported in the governmental funds balance sheet. This amount excludes long-term liabilities reported in Internal Service funds.	<u>(7,370,584)</u>
Net position of governmental activities	<u>\$ 34,784,907</u>

See accompanying notes to the basic financial statements.

CITY OF LOMITA

Statement of Revenues, Expenditures, and Changes in Fund Balances

Governmental Funds

For the Year Ended June 30, 2023

	General Fund	American Rescue Plan Act	Non-major Governmental Funds	Total Governmental Funds
Revenues:				
Taxes and assessments	\$ 8,767,726	-	658,798	9,426,524
Intergovernmental	3,730,910	2,430,488	3,191,090	9,352,488
Licenses and permits	2,056,329	-	56,156	2,112,485
Charges for services	-	-	8,818	8,818
Fines and forfeitures	818,565	-	-	818,565
Investment income (loss)	(341,239)	-	166,455	(174,784)
Rental income	242,308	-	326,863	569,171
Other revenue	393,388	-	11,573	404,961
	<u>15,667,987</u>	<u>2,430,488</u>	<u>4,419,753</u>	<u>22,518,228</u>
Expenditures:				
Current:				
General government	3,961,115	-	-	3,961,115
Community development	1,124,403	-	-	1,124,403
Community services	-	-	1,681,448	1,681,448
Public works	569,643	-	738,079	1,307,722
Public safety	4,642,386	-	-	4,642,386
Culture and recreation	1,795,502	-	53,203	1,848,705
Capital outlay	182,735	-	592,396	775,131
Principal	41,500	-	-	41,500
	<u>12,317,284</u>	<u>-</u>	<u>3,065,126</u>	<u>15,382,410</u>
Excess (deficiency) of revenues over (under) expenditures	<u>3,350,703</u>	<u>2,430,488</u>	<u>1,354,627</u>	<u>7,135,818</u>
Other financing sources (uses):				
Transfers in (note 4)	332,860	-	1,050,000	1,382,860
Transfers out (note 4)	(1,758,480)	(2,063,348)	-	(3,821,828)
Proceeds from subscription leases	182,735	-	-	182,735
	<u>(1,242,885)</u>	<u>(2,063,348)</u>	<u>1,050,000</u>	<u>(2,256,233)</u>
Net change in fund balances	2,107,818	367,140	2,404,627	4,879,585
Fund balances, beginning of year	<u>8,554,232</u>	<u>969,836</u>	<u>7,694,589</u>	<u>17,218,657</u>
Fund balances (deficit), end of year	<u>\$ 10,662,050</u>	<u>1,336,976</u>	<u>10,099,216</u>	<u>22,098,242</u>

See accompanying notes to the basic financial statements.

CITY OF LOMITA

Reconciliation of the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balance to the Governmental-Wide Statement of Activities For the Year Ended June 30, 2023

Changes in fund balances of governmental funds \$ 4,879,585

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlay as expenditures. However, in the government-wide statement of activities, the cost of those assets are allocated over their estimated useful lives as depreciation expense. This is the amount by which depreciation expense exceeded capital outlays in the current year, net of disposals and internal service fund activity.

Capital outlay	948,800
Depreciation expense	(657,181)

To record as an expense the net change in compensated absences in the statement of activities.	(90,693)
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To record as an expense the net change in lease payable in the statement of activities.	(137,568)
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To record as an expense the net change in other post employment benefits liability in the statement of activities.	19,214
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Pension obligation expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds.	909,951
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Internal service funds were used by management to charge the costs of certain activities, such as insurance and fleet management, to individual funds. The net revenue (expense) of the internal service funds are reported with governmental activities.	<u>689,043</u>
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Change in net position of governmental activities	<u>\$ 6,561,151</u>
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See accompanying notes to financial statements.

PROPRIETARY FUND FINANCIAL STATEMENTS

Water Enterprise Fund - This fund is used to account for operations that are financed and operated in a manner similar to private business enterprises, where the intent of the governing body is that costs of providing water utility services to the general public on a continuing basis be financed or recovered primarily through user charges.

Internal Service Funds - This fund is used to account for the City's cost of maintenance replacing the City's capital assets. City departments are the primary users of these services and are charged a fee on a cost reimbursement basis.

CITY OF LOMITA
Statement of Fund Net Position
Proprietary Funds
June 30, 2023

	Business-Type Activities	Governmental Activities
	Water Enterprise Fund	Internal Service Fund
ASSETS		
Current assets:		
Cash and investments (note 2)	\$ 6,347,363	2,831,483
Receivables:		
Accounts	1,641,237	19,094
Taxes	68,002	-
Inventories	10,840	-
Total current assets	8,067,442	2,850,577
Noncurrent assets:		
Capital assets (note 5):		
Land	70,675	-
Construction in progress	4,497,964	-
Equipment and furniture	290,217	478,570
Vehicles	195,634	-
Infrastructure	32,756,543	-
Less accumulated depreciation	(10,730,300)	(135,460)
Total capital assets, net	27,080,733	343,110
Total noncurrent assets	27,080,733	343,110
Total assets	35,148,175	3,193,687
DEFERRED OUTFLOWS OF RESOURCES		
Pensions (note 8)	1,217,336	-
Total deferred outflows of resources	1,217,336	-
LIABILITIES		
Current liabilities:		
Accounts payable	643,095	16,818
Accrued liabilities	48,698	-
Interest payable	10,922	-
Deposits payable	1,000	-
Bonds payable - due within one year (note 6)	338,370	-
Compensated absences - due within one year (note 6)	62,180	-
Total current liabilities	1,104,265	16,818
Noncurrent liabilities:		
Bonds payable - due in more than one year (note 6)	5,182,809	-
Pension Liability (note 8)	2,125,000	-
Compensated absences - due in more than one year (note 6)	248,721	-
Total noncurrent liabilities	7,556,530	-
Total liabilities	8,660,795	16,818
DEFERRED INFLOWS OF RESOURCES		
Pensions (note 8)	298,330	-
Total deferred inflows of resources	298,330	-
NET POSITION		
Net investment in capital assets	21,559,554	343,110
Unrestricted	5,846,832	2,833,759
Total net position	\$ 27,406,386	3,176,869

CITY OF LOMITA

Statement of Revenues, Expenses, and Changes in Fund Net Position

Proprietary Funds

For the year ended June 30, 2023

	Business-Type Activities	Governmental Activities
	Water Enterprise Fund	Internal Service Fund
Operating revenues:		
Charges for services	\$ 6,108,357	-
Other revenues	1,126,540	-
Total operating revenues	7,234,897	-
Operating expenses:		
Cost of water purchased	2,936,699	-
Salaries, wages and benefits	545,863	-
Materials and supplies	126,786	-
Contractual services	322,520	7,500
Repairs and maintenance	217,571	20,807
Rents and leases	116,816	-
Depreciation (note 5)	771,904	20,744
Total operating expenses	5,038,159	49,051
Operating income (loss)	2,196,738	(49,051)
Non-operating revenues (expenses):		
Investment income	90,970	24,874
Interest expense and fees	(129,977)	-
Gain (loss) on disposal of capital assets	-	4,740
Total non-operating revenues (expenses)	(39,007)	29,614
Income (loss) before transfers	2,157,731	(19,437)
Transfers in (note 4)	1,730,488	708,480
Change in net position	3,888,219	689,043
Net position, beginning of year	23,518,167	2,487,826
Net position, end of year	\$ 27,406,386	3,176,869

See accompanying notes to the basic financial statements.

CITY OF LOMITA
Statement of Cash Flows
Proprietary Funds
For the year ended June 30, 2023

	Business-Type Activities	Governmental Activities
	Water Enterprise Fund	Internal Service Fund
Cash flows from operating activities:		
Cash received from customers and other governments	\$ 7,213,498	-
Cash paid to suppliers for goods or services	(3,889,347)	(30,583)
Cash paid to employees for services	(1,923,609)	-
Net cash provided (used by) operating activities	1,400,542	(30,583)
Cash flows from capital and related financing activities:		
Purchase, acquisition and construction of capital assets	(1,152,858)	(248,456)
Principal paid on capital debt	(334,370)	-
Proceeds on the sale of capital assets	-	4,740
Interest paid on capital-related debt	(130,639)	-
Net cash provided (used by) capital and related financing activities	(1,617,867)	(243,716)
Cash flows from investing activities:		
Investment income	90,970	24,874
Net cash provided (used by) investing activities	90,970	24,874
Cash flows from non-capital activities - cash received		
(paid) from/to other funds	1,730,488	708,480
Net increase (decrease) in cash and cash equivalents	1,604,133	459,055
Cash and equivalents, beginning of year	4,743,230	2,372,428
Cash and equivalents, end of year	\$ 6,347,363	2,831,483
Reconciliation of operating income to net cash provided by operating activities:		
Operating income (loss)	\$ 2,196,738	(49,051)
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:		
Depreciation	771,904	20,744
Changes in operating assets and liabilities:		
(Increase) decrease in accounts receivable	34,716	(19,094)
(Increase) decrease in taxes receivable	(56,115)	-
(Increase) decrease in inventories	8,824	-
Increase (decrease) in accounts payable	(177,733)	16,818
Increase (decrease) in accrued liabilities	(13,353)	-
Increase (decrease) in compensated absences	29,163	-
Increase (decrease) in net pension liability, net of deferred inflows and outflows	(1,393,602)	-
Total adjustments	(796,196)	18,468
Net cash provided (used) by operating activities	\$ 1,400,542	(30,583)

See accompanying notes to the basic financial statements.

FIDUCIARY FUND FINANCIAL STATEMENTS

Trust Funds - Trust funds are used to report a trust arrangement. All resources of these funds including any earnings on invested resources, must be used for specific purposes as set forth in the trust agreement. The City's trust funds are for a railroad foundation and donations for a memorial.

CITY OF LOMITA
Statement of Fiduciary Net Position
Private Purpose Trust Funds
June 30, 2023

	<u>Trust Funds</u>
ASSETS	
Current assets:	
Cash and investments (note 2)	\$ 22,052
Receivables:	
Accounts	<u>83</u>
Total assets	<u>22,135</u>
LIABILITIES	
Current liabilities:	
Accounts payable	1,332
Accrued liabilities	<u>108</u>
Total liabilities	<u>1,440</u>
NET POSITION	
Restricted for foundation	<u>20,695</u>
Total net position	<u><u>\$ 20,695</u></u>

See accompanying notes to the basic financial statements.

CITY OF LOMITA
Statement of Changes in Fiduciary Net Position
Private Purpose Trust Funds
For the year ended June 30, 2023

	<u>Private Purpose Trust Funds</u>
Additions:	
Other revenues	<u>\$ 8,900</u>
Total additions	<u>8,900</u>
Deductions:	
Miscellaneous	<u>10,476</u>
Total deductions	<u>10,476</u>
Change in net position	(1,576)
Net position, beginning of year	<u>22,271</u>
Net position, end of year	<u><u>\$ 20,695</u></u>

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

Year ended June 30, 2023

(1) Reporting Entity and Summary of Significant Accounting Policies

(a) Summary of Significant Accounting Policies

The basic financial statements of the City have been prepared in conformity with generally accepted accounting principles as applicable to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

The Financial Reporting Entity

The City of Lomita was incorporated June 30, 1964, under the general laws of the State of California. The City operates under a Council-Administrator form of government and provides the following services: public safety (police and fire through the County of Los Angeles), community services, engineering services, planning services, public works, general administrative services, and capital improvements.

This report includes governmental activities and business-type activities of the City of Lomita (the “primary government”), as well as, the Lomita Railroad Foundation, Inc. (Foundation), the Lomita Manor Housing Authority (the Authority), and the Lomita Public Financing Authority (PFA). The Foundation, the Authority, and the PFA all meet the definition of a component unit, and are presented on a “blended” basis as if they were part of the primary government. The PFA is not currently active. Although they are legally separate entities, the City Council serves as their governing board. The City may impose its will on the Foundation and the Authority, including the ability to appoint, hire, reassign or dismiss management. There is also a financial benefit/burden relationship between the City and the other entities.

The Lomita Railroad Museum Foundation, Inc. was formed September 17, 1990, as a non-profit organization under the laws of the State of California. The corporation was formed to assist in maintaining, enhancing, and promoting the Lomita Railroad Museum. Separate financial statements are not prepared for the Foundation.

The Lomita Manor Housing Authority was formed in 1985 as a non-profit organization to administer the local U.S. Department of Housing and Urban Development (HUD) conventional housing program. The City of Lomita contracts with an outside management company to administer this program. Separate financial statements are not prepared for the Authority.

The PFA was established to simplify the issuance of tax-exempt bonds that are issued by the City for the purpose of making lower-cost financing available for certain projects that provide a public benefit, contribute to social and economic growth, and improve the overall quality of life in the City.

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(1) Reporting Entity and Summary of Significant Accounting Policies, (Continued)

(b) Basis of Accounting and Measurement Focus

The *basic financial statements* of the City are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to the basic financial statements

Financial reporting is based upon all GASB pronouncements, including the GASB Codification of Accounting and Financial Reporting Guidelines.

Government-wide Financial Statements

Government-wide financial statements display information about the reporting government as a whole, except for its fiduciary activities. These statements include separate columns for the governmental and business-type activities of the primary government (including its blended component units). Eliminations have been made in the Statement of Activities so that certain allocated expenses are recorded only once (by the function to which they were allocated). However, general government expenses have not been allocated as indirect expenses to the various functions of the City.

Government-wide financial statements are presented using the *economic resources measurement focus* and the *accrual basis of accounting*. Under the economic resources measurement focus, all (both current and long-term) economic resources and obligations of the reporting government are reported in the government-wide financial statements. *Basis of accounting* refers to when revenues and expenses are recognized in the accounts and reported in the financial statements. Under the accrual basis of accounting, revenues, expenses, gains, losses, assets, and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place. Revenues, expenses, gains, losses, assets and liabilities resulting from non-exchange transactions are recognized in accordance with GASB Statement No. 33 government-wide activity requirements.

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(1) Reporting Entity and Summary of Significant Accounting Policies, (Continued)

(b) Basis of Accounting and Measurement Focus, (Continued)

Program revenues include charges for services, special assessments, and payments made by parties outside of the reporting government's citizenry if that money is restricted to a particular program. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

Amounts paid to acquire capital assets are capitalized as assets in the government-wide financial statements, rather than reported as an expenditure. Proceeds of long-term debt are recorded as a liability in the government-wide financial statements, rather than as an other financing source. Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

Fund Financial Statements

The underlying accounting system of the City is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental, proprietary, and fiduciary funds are presented after the government-wide financial statements. These statements display information about the major fund individually and nonmajor funds in the aggregate for governmental and enterprise funds. Fiduciary statements include financial information for fiduciary funds and similar component units. Fiduciary funds of the City primarily represent assets held by the City in a custodial capacity for other individuals or organizations.

Governmental Funds

In the fund financial statements, governmental funds are presented using the *modified-accrual basis of accounting*. Their revenues are recognized when they become *measurable* and *available* as net current assets. *Measurable* means that the amounts can be estimated, or otherwise determined. *Available* means that the amounts were collected during the reporting period or soon enough thereafter to be available to finance the expenditures accrued for the reporting period. The City uses an availability period of 60 days.

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(1) Reporting Entity and Summary of Significant Accounting Policies, (Continued)

(b) Basis of Accounting and Measurement Focus, (Continued)

Sales taxes, property taxes, franchise taxes, gas taxes, motor vehicle in lieu fees, transient occupancy taxes, grants and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period to the extent normally collected within the availability period. Other revenue items are considered to be measurable and available when cash is received by the government.

Revenue recognition is subject to the *measurable* and *available* criteria for the governmental funds in the fund financial statements. *Exchange transactions* are recognized as revenues in the period in which they are earned (i.e., the related goods or services are provided). *Locally imposed derived tax revenues* are recognized as revenues in the period in which the underlying exchange transaction upon which they are based takes place. *Imposed nonexchange* transactions are recognized as revenues in the period for which they were imposed. If the period of use is not specified, they are recognized as revenues when an enforceable legal claim to the revenues arises or when they are received, whichever occurs first. *Government-mandated and voluntary nonexchange transactions* are recognized as revenues when all applicable eligibility requirements have been met.

In the fund financial statements, governmental funds are presented using the *current financial resources measurement focus*. This means that only current assets and current liabilities are generally included on their balance sheets. The reported fund balance (net current assets) is considered to be a measure of “available spendable resources.” Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of “available spendable resources” during a period.

Non-current portions of long-term receivables due to governmental funds are reported on their balance sheets in spite of their spending measurement focus. Special reporting treatments are used to indicate; however, that they should not be considered “available spendable resources” since they do not represent net current assets.

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(1) Reporting Entity and Summary of Significant Accounting Policies, (Continued)

(b) Basis of Accounting and Measurement Focus, (Continued)

Revenues, expenditures, assets, and liabilities resulting from nonexchange transactions are recognized in accordance with the requirements of GASB Statement Nos. 33 and 65 which require that local governments defer grant revenue that is not received within the City's adopted policy of 60 days after the fiscal year ends to meet the "available" criteria of revenue recognition. Therefore recognition of governmental fund type revenue represented by non-current receivables are deferred inflow until they become current receivables. Non-current portions of other long-term receivables are offset by fund balance reserve accounts.

Due to the nature of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by noncurrent liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as *expenditures* in the year that resources were expended, rather than as fund assets. The proceeds of long-term debt are recorded as *other financing sources* rather than as a fund liability. Amounts paid to reduce long-term indebtedness are reported as fund expenditures.

When both restricted and unrestricted resources are combined in a fund, expenses are considered to be paid first from restricted resources, and then from unrestricted resources.

Proprietary and Fiduciary Funds

The City's enterprise and internal service funds are proprietary funds. In the fund financial statements, proprietary funds are presented using the *accrual basis of accounting*. Revenues are recognized when they are earned and expenses are recognized when the related goods or services are delivered. In the fund financial statements, the proprietary fund is presented using the *economic resources measurement focus*. This means that all assets and all liabilities (whether current or noncurrent) associated with their activity are included on their balance sheets. Proprietary fund type operating statements present increases (revenues) and decreases (expenses) in total net position.

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(1) Reporting Entity and Summary of Significant Accounting Policies, (Continued)

(b) Basis of Accounting and Measurement Focus, (Continued)

Proprietary and Fiduciary Funds, (Continued)

Proprietary fund operating revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal values. Non-operating revenues, such as subsidies, taxes, and investment earnings result from nonexchange transactions or ancillary activities. Operating expenses include the cost of sales and services, administrative expenses, and depreciation on capital assets. All expenses not meeting this definition are treated as non-operating expenses. Amounts paid to acquire capital assets are capitalized as assets in the enterprise fund financial statements, rather than reported as an expenditure. Proceeds of long-term debt are recorded as a liability in the enterprise fund financial statements, rather than as an other financing source. Amounts paid to reduce long-term indebtedness of the enterprise fund are reported as a reduction of the related liability, rather than as an expenditure. Private-purpose trust funds are used to report a trust arrangement. All resources of these funds, including any earnings on invested resources, must be used for specific purposes.

(c) Fund Classifications

The City reports the following major funds:

General Fund – This is the primary operating fund of the City. It accounts for all activities of the general government, except those required to be accounted for in another fund.

American Rescue Plan Act Special Revenue Fund – Used to account for the City’s use of emergency and rescue plan activities using ARPA COVID-19 funds received from the Department of Treasury.

Water Enterprise Fund – This fund is used to account for operations that are financed and operated in a manner similar to private business enterprises, where the intent of the governing body is that costs of providing water utility services to the general public on a continuing basis be financed or recovered primarily through user charges.

The City’s fund structure also includes the following fund types:

Internal Service Fund – Internal service fund is used to account for the City’s cost of maintaining and replacing the City’s capital assets. City departments are the primary users of these services and are charged a fee on a cost reimbursement basis.

Fiduciary Funds – Fiduciary funds are used to report a trust arrangement for the Railroad Foundation and Tom Rico Memorial. All resources of these funds, including any earnings on invested resources, must be used for specific purposes as set forth in trust agreement.

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(1) Reporting City and Summary of Significant Accounting Policies, (Continued)

(d) Fund Balances and Spending Policy

In the Governmental Fund Financial Statements, fund balances are classified in the following categories:

Nonspendable – Items that cannot be spent because they are not in a spendable form, such as prepaids and inventories, items that are legally or contractually required to be maintained intact, such as principal of an endowment or revolving loan fund.

Restricted – Restricted fund balances encompass the portion of net fund resources subject to externally enforceable legal restrictions. This includes externally imposed restrictions by creditors, such as through debt covenants, grantors, contributions, laws or regulations of other governments, as well as restrictions imposed by law through constitutional provisions or enabling legislation.

Committed – Committed fund balances encompass the portion of net fund resources, the use of which is constrained by limitations that the government imposes upon itself at its highest level of decision making, the City Council is considered the highest authority for the City and approves such commitments through council resolutions. These committed amounts cannot be used for any other purposes unless the City Council removes or changes the specified use through council resolution.

Assigned – Assigned fund balances encompass the portion of net fund resources reflecting the government’s intended use of resources that are neither restricted or committed. Assignment of resources can be done by the highest level of decision making (City Council Resolution) or by a committee or official designated for that purpose. The City Council has authorized the Director of Finance for the purpose to assign fund balance for specific departmental projects.

Unassigned – The General Fund is the only fund that reports a positive unassigned fund balance amount. In other governmental funds it is not appropriate to report a positive unassigned fund balance amount. However, in governmental funds other than the General Funds, if expenditures incurred for specific purposes exceed the amounts that are restricted, committed, or assigned to those purposes, it may be necessary to report a negative unassigned fund balance in that fund.

When both restricted and unrestricted resources are available for use when an expenditure is incurred, it is the City’s policy to use restricted resources first, then unrestricted resources as they are needed. It is the City’s policy to consider committed amounts as being reduced first, followed by assigned amounts, and then unassigned amounts when expenditures are incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(1) Reporting City and Summary of Significant Accounting Policies, (Continued)

(e) Cash and Investments

Investments are reported in the accompanying balance sheet at fair value. These investments are not transferable and they have terms that are not affected by changes in market interest rates. Changes in fair value that occur during a fiscal year are recognized as *investment income* reported for that fiscal year. *Investment income* reports interest earnings, changes in fair value, and any gains or losses realized upon the liquidation, maturity, or sale of investments. The City's practice is to hold investments until maturity.

As of July 1, 2015, the City adopted Governmental Accounting Standards Board ("GASB") Statement No. 72, *Fair Value Measurements and Application*. GASB Statement No. 72 provides guidance for determining a fair value measurement for reporting purposes, applying fair value to investments, and disclosures related to all fair value measurements. The City categorized the fair value measurements for its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

The City follows the practice of pooling cash and investments of all funds except for funds required to be held by the outside fiscal agent under provisions of the loan payable agreement. Interest income earned on pooled cash and investments is allocated quarterly to the funds based on average monthly cash and investment balances. Interest income with cash with fiscal agent is credited directly to the related fund.

(f) Statement of Cash Flows

For purposes of the statement of cash flows the City considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. In addition, cash invested in the City's cash management pool is considered to be cash equivalents.

(g) Capital Assets

Capital assets (including additions to infrastructure) are recorded at cost (except for intangible right-to-use lease assets which the measurement is discussed thereafter) where historical records are available and at an estimated original cost where no historical records exist. Donated capital assets, works of art and similar items, and capital assets received in service concession arrangements are valued at acquisition value at the date of donation. Generally, capital asset purchases in excess of \$5,000 (including infrastructure) are capitalized if they have an expected useful life of one year or more. Capital assets include additions to public domain (infrastructure) general capital assets consisting of certain improvements including roads and streets, curbs, gutters and sidewalks, street lights, signs and signals, park equipment and storm drains. The City chose to value its infrastructure in its entirety (e.g., prior to 1980). Capital assets used in operations are depreciated over their

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(1) Reporting City and Summary of Significant Accounting Policies, (Continued)

(g) Capital Assets, (Continued)

estimated useful lives using the straight-line method in the government – wide financial statements and in the fund financial statements of the enterprise fund. Depreciation is charged as an expense against operations and accumulated depreciation is reported on the respective balance sheet. The ranges of lives used for depreciation purposes for each capital asset class are as follows:

Buildings and improvements	50 years
Leasehold improvements	10 years
Right of Use Leased Equipment/Subscriptions	3-5 years
Furniture, equipment and vehicles	3-25 years
Infrastructure - Sewer lines	25-50 years
Infrastructure – Storm drain system	20-100 years
Infrastructure - Roadways	30-100 years
Infrastructure – Waterlines	25-50 years
Infrastructure - Other	20-60 years

(h) Inventories and Prepaids

Inventories of water meters and fittings are recorded in the Water Department Enterprise Fund. Inventories in the General Fund consist of street signs. Inventories are stated at cost using the average cost method. Payments made to vendors for services that will benefit periods beyond the current fiscal year are recorded as prepaids. The City uses the consumption method when reporting prepaid items.

(i) Property Taxes

Property taxes attach as an enforceable lien on property as of the date the tax is levied. Taxes are levied annually in August, and are payable annually in two installments in November and March. The County bills and collects the property taxes and remits them to the City in installments during the year. City property tax revenues are recognized when levied to the extent that they result in current receivables in accordance with GASB Code Section P70.

The County is permitted by State Law (Proposition 13) to levy taxes at 1% of full market value (at time of purchase) and can increase the assessed value at no more than two percent per year. The City receives a share of this basic levy.

(j) Compensated Absences

The City accounts for compensated absences in accordance with GASB Statement No. 16. In governmental funds, compensated absences are recorded as expenditures in the year paid, as it is the City’s policy to liquidate any unpaid vacation or sick leave at June 30 from future resources rather than currently available expendable resources. Accordingly, the entire unpaid liability for the governmental funds is recorded in the government-wide financial statements as these amounts will be liquidated from future resources.

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(1) Reporting City and Summary of Significant Accounting Policies, (Continued)

(k) Deferred Outflows/ Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for *deferred outflows of resources*. This separate financial statement element, deferred outflows of resources, represent a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City has two items that qualify for reporting in this category. Deferred outflows relating to the OPEB and net pension obligation reported in the government-wide statement of net position. These outflows are the results of contributions made after the measurement period, which are expensed in the following year, and of adjustment due to difference in proportions and the difference between actual contributions made and the proportionate share of the risk pool's total contributions. These amounts are deferred and amortized over the expected average remaining service life time. Deferred outflows relating to the reacquisition loss on refunding bonds reported in the government-wide statement of net position and statement of fund position for proprietary funds. These outflows are the results of difference between the reacquisition price and the net carrying amount of the refunded bonds, which are recognized as a component of interest expense over the remaining life of the bonds.

In addition to liabilities, the statement of financial position will sometimes report a separate section for *deferred inflows of resources*. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has three items that qualifies for reporting in this category which are deferred inflows relating to leases, OPEB, and the net pension obligation reported in the government-wide statement of net position. These inflows are the result of the net difference between present value of future lease revenues, as well as, projected and actual earnings on OPEB and pension plan investments, respectively. The OPEB and pension amounts are deferred and amortized straight-line over a five-year period.

(l) Long-Term Debt and Interest Payable

In the Government-Wide Financial Statements, long-term debt and other long-term obligations are reported as liabilities in the appropriate activities. Bond premiums and discounts, as well as issuance costs, are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are immediately expensed in the Government-Wide Financial Statements in addition to the Proprietary and Fiduciary Fund Statements in accordance with GASBs No. 65 and 86. In the Fund Financial Statements, with the exception of advances from other funds, long-term liabilities are not presented. Consequently, long term debt is shown as a reconciling item in the Reconciliation of the Governmental Funds Balance Sheet to the Government-Wide Statement of Net Position.

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS
(Continued)

(1) Reporting City and Summary of Significant Accounting Policies, (Continued)

(l) Long-Term Debt and Interest Payable, (Continued)

In the Government-Wide Financial Statements, interest payable on long-term debt is recognized as the liability is incurred for governmental activities and business-type activities. In the Fund Financial Statements, only propriety fund types recognize the interest payable when the liability is incurred.

(m) Net Position Flow Assumption

Sometimes the government will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the government’s policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

In the Government-Wide Financial Statements, net position are classified in the following categories: *Net Investment in Capital Assets* consists of capital assets net of accumulated depreciation and reduced by outstanding debt that attributed to the acquisition, construction, or improvement of the assets.

Restricted Net Position are restricted by external creditors, grantors, contributors, laws or regulations of other governments. Unrestricted Net position is all net position that do not meet the definition of “invested in capital assets, net of related debt” or “restricted net position.”

(n) Use of Estimates

The preparation of financial statements in accordance with GAAP requires management to make estimates and assumptions. These estimates and assumptions affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities. In addition, estimates affect the reported amount of expenses. Actual results could differ from these estimates and assumptions.

(o) Pensions

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the City of Lomita’s California Public Employees’ Retirement System (CalPERS) plan (Plan) and additions to/deductions from the Plans’ fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

(p) New Accounting Pronouncements

The City adopted Statement on Governmental Accounting Standards (GASB Statements) No. 91-*Conduit Debt Obligations* and No. 96-*Subscription Based Information Technology Software*. The adoption of the GASB No. 91 did not significantly impact the City.

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(1) Reporting City and Summary of Significant Accounting Policies, (Continued)

(p) New Accounting Pronouncements, (Continued)

For the year ended June 30, 2023, the financial statements include the adoption of GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*. The primary objective of this statement is to enhance the relevance and consistency of information about governments' subscription activities. This statement establishes a single model for subscription accounting based on the principle that subscriptions are financings of the right to use an underlying asset. Under this Statement, an organization is required to recognize a subscription liability and an intangible right-to-use subscription asset as described in note 1(q) below.

(q) Leases and Subscription Agreements

Lessee: The City is a lessee for a noncancellable lease of equipment and software subscriptions. The City recognizes a lease or subscription agreement liability and an intangible right-to-use lease or subscription agreement asset (lease asset) in the government-wide financial statements. The City recognizes lease liabilities with an initial, individual value of \$5,000 or more.

At the commencement of a lease or subscription agreement, the City initially measures the lease liability at the present value of payments expected to be made during the lease or subscription agreement term. Subsequently, the liability is reduced by the principal portion of payments made. The lease or subscription agreement asset is initially measured as the initial amount of the liability, adjusted for payments made at or before the commencement date, plus certain initial direct costs. Subsequently, the asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to leases include how the City determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) payments. The City uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the City generally uses its estimated incremental borrowing rate as the discount rate for leases. The term includes the noncancellable period of the lease. Lease payments included in the measurement of the liability are composed of fixed payments and purchase option price that the City is reasonably certain to exercise.

The City monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Lease or subscription agreement assets are reported with other capital assets and lease or subscription agreement liabilities are reported with long-term debt on the Statement of Net Position.

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(1) Reporting City and Summary of Significant Accounting Policies, (Continued)

(q) Leases, (Continued)

Lessor: The City is a lessor for a noncancellable leases of a portion of real property, as well as, building and roof space. The City recognizes a lease receivable and a deferred inflow of resources in the government-wide and governmental fund financial statements.

At the commencement of a lease, the City initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of the lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key elements and judgement include how the City determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts. The City uses it estimated incremental borrowing rate as the discount rate for leases. The lease term includes the noncancellable period of the lease. Lease receipts included In the measurement of the lease receivable is composed of fixed payments from the lessee.

The City monitors changes that would require a remeasurement of its lease and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

(2) Cash and Investments

Cash and investments at June 30, 2023 are reported as follows in the financial statements:

Statement of net position:	
Cash and investments	\$31,257,792
Statement of fiduciary net position:	
Cash and investments	<u>22,052</u>
	<u>\$31,279,844</u>

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(2) Cash and Investments, (Continued)

Cash and investments at June 30, 2023 consisted of the following:

Petty cash	\$ 1,550
Demand deposits held by City	2,641,734
Investments:	
Negotiable certificates of deposits	13,611,762
US Treasury Notes	996,960
US Government Bonds	4,953,280
Corporate Bonds	1,736,410
Local Agency Investment Fund	<u>7,338,148</u>
Total cash and investments	<u>\$31,279,844</u>

Investments Authorized by the California Government Code and the City's Investment Policy

The table below identifies the investment types that are authorized for the City by the California Government Code and the City's investment policy. The table also identifies certain provisions of the California Government Code (or the City's investment policy, if more restrictive) that address interest rate risk and concentration of credit risk.

<u>Investment Types</u> <u>Authorized by State Law</u>	<u>Authorized</u> <u>By Investment</u> <u>Policy</u>	<u>*Maximum</u> <u>*Maximum</u> <u>Maturity</u>	<u>*Maximum</u> <u>Percentage</u> <u>Of Portfolio</u>	<u>*Maximum</u> <u>Investment</u> <u>in One Issuer</u>
Local Agency Bonds	No	5 years	None	None
U.S. Treasury Bills	Yes	None	60%	None
U.S. Treasury Notes	Yes	5 years	40%	None
U.S. Agency Securities	Yes	5 years	20%	None
Banker's Acceptances	Yes	180 days	10%	None
Commercial Paper	Yes	180 days	10%	10%
Negotiable Certificates of Deposit	Yes	5 years	50%	None
Repurchase Agreements	No	1 year	None	None
Passbook savings demand deposits	Yes	5 years	None	None
Reverse Repurchase Agreements	No	92 days	20% of base value	None
Medium-Term Notes	Yes	5 years	30%	None
Mutual Funds that invest only in State of California authorized investments	Yes	5 years	20% combined	None
SEC registered Money Market Mutual Funds	Yes	5 years		None
Local Agency Investment Fund (LAIF)	Yes	5 years	\$40,000,000	None

* Based on state law requirements or investment policy requirements, whichever is more restrictive.

CITY OF LOMITA

NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(2) Cash and Investments, (Continued)

Disclosures Relating to Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. One of the ways that the City manages its exposure to interest rate risk is by purchasing a combination of shorter term and longer term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for operations.

Information about the sensitivity of the fair values of the City's to market interest rate fluctuations is provided by the following table that shows the distribution of the City's investments by maturity:

<u>Investment Type</u>		<u>Remaining Maturity (in Years)</u>			
		<u>1 Year Or less</u>	<u>1 to 2 Years</u>	<u>2 to 3 Years</u>	<u>3 to 5 Years</u>
Negotiable Certificates of Deposit	\$ 13,611,762	1,226,538	3,578,171	2,975,589	5,831,464
US Treasury Notes	996,960	996,960	-	-	-
US Government Bonds	4,953,280	-	940,670	1,131,365	2,881,245
Corporate Bonds	1,736,410	-	-	1,315,550	420,860
LAIF	<u>7,338,148</u>	<u>7,338,148</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total	<u>\$ 28,636,560</u>	<u>9,561,646</u>	<u>4,518,841</u>	<u>5,422,504</u>	<u>9,133,569</u>

Fair Value Classifications

Fair value measurements are categorized based on the valuation inputs used to measure fair value: Level 1 inputs are quoted prices in active markets for identical asset assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. Investments categorized as Level 2 are valued using the valuation multiple approach which uses prices in observed transactions (i.e. comparable market prices) at the end of the fiscal year.

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(2) Cash and Investments, (Continued)

Investments' fair value measurements are as follows as of June 30, 2023:

<u>Investment Type</u>	<u>Fair Value</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Negotiable Certificates of Deposit	\$13,611,762	-	13,611,762	-
US Treasury Notes	996,960	-	996,960	-
US Government Bonds	4,953,280	-	4,953,280	-
Corporate Bonds	<u>1,736,410</u>	<u>-</u>	<u>1,736,410</u>	<u>-</u>
Subtotal	<u>21,298,412</u>	<u>-</u>	<u>21,298,412</u>	<u>-</u>
LAIF	<u>7,338,148</u>			
Total Leveled Investments	<u>\$28,636,560</u>			

Investments in LAIF are uncategorized as deposit and withdrawals are made on the basis of \$1 and not fair value.

Disclosures Relating to Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Presented below is the minimum rating required by (where applicable) the California Government Code, the City's investment policy, or debt agreements, and the actual rating as of year end for each investment type.

<u>Investment Type</u>		<u>Minimum Legal Rating</u>	<u>Ratings as of Year End</u>			<u>Not rated Exempt from Disclosure</u>
			<u>AA+</u>	<u>A-</u>	<u>BBB+</u>	
Negotiable Certificates of Deposit	\$13,611,762	N/A	-	-	-	13,611,762
US Treasury Notes	996,960	N/A	996,960	-	-	-
US Government Bonds	4,953,280	N/A	4,953,280	-	-	-
Corporate Bonds	1,736,410	N/A	-	1,295,800	440,610	-
LAIF	<u>7,338,148</u>	N/A	<u>-</u>	<u>-</u>	<u>-</u>	<u>7,338,148</u>
Total	<u>\$28,636,560</u>		<u>5,950,240</u>	<u>1,295,800</u>	<u>440,610</u>	<u>20,949,910</u>

Concentration of Credit Risk

The investment policy of the City contains no limitations on the amount that can be invested in any one issuer beyond that stipulated by the California Government Code. The city had no investments in any one issuer (other than U.S. Treasury securities, mutual funds, and external investment pools) that represent 5% or more of total City investments.

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(2) Cash and Investments, (Continued)

Custodial Credit Risk

Custodial credit risk for *deposits* is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for *investments* is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code and the City's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits or investments, other than the following provision for deposits: The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits. In the current fiscal year, none of the City's deposits with financial institutions in excess of federal depository insurance limits were held in collateralized accounts. The City may waive collateral requirements for cash deposits, which are fully insured up to \$250,000 by the Federal Deposit Insurance Corporation. The City has not agreed to such a waiver.

Investments in State Investment Pool

The City is a participant in LAIF which is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The fair value of the City's investment in this pool is reported in the accompanying financial statements at amounts based upon the City's pro-rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis.

LAIF had the following limitations:

- Agencies are limited to a deposit amount of \$75 million.
- Please provide LAIF one day prior notice for deposits and withdrawals of \$10 million or more.
- Minimum \$5,000 transaction amount in increments of \$1,000.
- Maximum 15 transactions (combination of deposits and withdrawals) per month.

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS
(Continued)

(3) Interfund Balances

Interfund balances at June 30, 2023 consisted of the following:

	<u>Due To Other Funds:</u>	
<u>Due From Other Funds:</u>	<u>Non-major Governmental Funds</u>	<u>Total</u>
General Fund	<u>\$121,453</u>	<u>\$121,453</u>

The interfund balances were to eliminate negative cash balances in non-major special revenue funds.

(4) Interfund Transfers

Interfund transfers at June 30, 2023 consisted of the following:

			<u>Transfers In:</u>		
<u>Transfers Out:</u>	<u>General Fund</u>	<u>Non-major Governmental Funds</u>	<u>Water Enterprise Fund</u>	<u>Internal Service Fund</u>	<u>Total</u>
General Fund	\$ -	1,050,000	-	708,480	1,758,480
American Rescue Plan Act Fund	<u>332,860</u>	<u>-</u>	<u>1,730,488</u>	<u>-</u>	<u>2,063,348</u>
Total	<u>\$332,860</u>	<u>1,050,000</u>	<u>1,730,488</u>	<u>708,480</u>	<u>3,821,828</u>

Transfers from the General Fund to the Internal Service fund in the amount of \$708,480 were for internal charges on equipment. Transfers of \$332,860 and \$1,730,488 from the American Rescue Plan Act Fund were to reimburse the General Fund and Water Enterprise Funds for emergency activities, respectively. The transfers were made to fund various capital related projects in the City.

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(5) Capital Assets

Capital asset activity for the year ended June 30, 2023 was as follows:

Governmental Activities:

<u>Description</u>	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>
Non-depreciable:				
Land	\$ 4,993,906	-	-	4,993,906
Construction in process	2,598,005	188,478	2,491,157	295,326
Street trees	<u>1,650,378</u>	<u>-</u>	<u>-</u>	<u>1,650,378</u>
Total non-depreciable	<u>9,242,289</u>	<u>188,478</u>	<u>2,491,157</u>	<u>6,939,610</u>
Depreciable:				
Buildings	4,523,989	-	-	4,523,989
Equipment and furniture	920,306	422,924	16,000	1,327,230
Right-to-use – Leased Equipment	19,117	-	-	19,117
Right-to-use – Subscription	-	182,735	-	182,735
Vehicles	442,600	255,995	119,699	578,896
Infrastructure	<u>24,698,073</u>	<u>2,631,891</u>	<u>654,608</u>	<u>26,675,356</u>
Total depreciable capital assets	<u>30,604,085</u>	<u>3,493,545</u>	<u>790,307</u>	<u>33,307,323</u>
Less accumulated depreciation for:				
Buildings	3,448,994	90,478	-	3,539,472
Equipment and furniture	610,231	37,255	16,000	631,486
Right-to-use – Leased Equipment	3,823	3,823	-	7,646
Right-to-use – Subscription	-	41,500	-	41,500
Vehicles	328,208	19,077	105,345	241,940
Infrastructure	<u>13,256,290</u>	<u>465,048</u>	<u>654,608</u>	<u>13,066,730</u>
Total accumulated depreciation	<u>17,647,546</u>	<u>657,181</u>	<u>775,953</u>	<u>17,528,774</u>
Total depreciable capital assets, net	<u>12,956,539</u>	<u>2,836,364</u>	<u>14,354</u>	<u>15,778,549</u>
Total capital assets, net	<u>\$22,198,828</u>	<u>3,024,842</u>	<u>2,505,511</u>	<u>22,718,159</u>

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(5) Capital Assets, (Continued)

Business-type Activities:

<u>Description</u>	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>
Non-depreciable:				
Land	\$ 70,675	-	-	70,675
Construction in process	<u>3,548,783</u>	<u>1,108,261</u>	<u>159,080</u>	<u>4,497,964</u>
Total non-depreciable	<u>3,619,458</u>	<u>1,108,261</u>	<u>159,080</u>	<u>4,568,639</u>
Depreciable:				
Equipment and furniture	290,217	-	-	290,217
Vehicles	164,091	31,543	-	195,634
Infrastructure	<u>32,584,410</u>	<u>172,133</u>	<u>-</u>	<u>32,756,543</u>
Total depreciable capital assets	<u>33,038,718</u>	<u>203,676</u>	<u>-</u>	<u>33,242,394</u>
Less accumulated depreciation for:				
Equipment and furniture	204,761	10,582	-	215,343
Vehicles	109,673	8,000	-	117,673
Infrastructure	<u>9,643,962</u>	<u>753,322</u>	<u>-</u>	<u>10,397,284</u>
Total accumulated depreciation	<u>9,958,396</u>	<u>771,904</u>	<u>-</u>	<u>10,730,300</u>
Total depreciable capital assets, net	<u>23,080,322</u>	<u>(568,228)</u>	<u>-</u>	<u>22,512,094</u>
Total capital assets, net	<u>\$26,699,780</u>	<u>540,033</u>	<u>159,080</u>	<u>27,080,733</u>

	<u>Expenditures Spent-to-date</u>	<u>Remaining Commitment</u>
Construction commitments:		
Governmental activities- street projects:		
Street Reconstruction – Zone G	\$ 108,453	\$1,091,547
Lomita/Narbonne Intersection	115,076	767,924
Business-type activities-water capital improvements:		
Narbonne South Pipe Replacement	51,326	1,933,674
Cypress Water Production Upgrade	4,618,829	831,171
246 th -247 th Pl - Western	135,389	1,364,527

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(5) Capital Assets, (Continued)

Depreciation expense was charged in the following functions in the Statement of Activities:

	<u>Governmental Activities</u>	<u>Business-Type Activities</u>
General Government	\$ 65,531	-
Community Development	1,111	-
Community Services	8,754	-
Public Works	559,964	-
Culture and Recreation	21,821	-
Water	<u>-</u>	<u>771,904</u>
Total	<u>\$657,181</u>	<u>771,904</u>

(6) Long-term Liabilities

Long-term liability activity for the year ended June 30, 2023 was as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>	<u>Amounts Due within One Year</u>
Governmental Activities:					
Lease payable	\$ 14,901	-	3,667	11,234	3,705
Subscription Lease payable	-	182,735	41,500	141,235	36,525
Compensated absences (1)	<u>534,823</u>	<u>298,287</u>	<u>207,614</u>	<u>625,496</u>	<u>125,099</u>
Total governmental activities	<u>\$ 549,724</u>	<u>481,022</u>	<u>252,781</u>	<u>777,965</u>	<u>165,329</u>
Business-type Activities:					
Bonds payable:					
Bonds, series 2021	5,744,000	-	328,000	5,416,000	332,000
Bond premium	111,549	-	6,370	105,179	6,370
Compensated absences (2)	<u>281,738</u>	<u>157,514</u>	<u>128,350</u>	<u>310,901</u>	<u>62,180</u>
Total business-type activities	<u>6,137,287</u>	<u>157,514</u>	<u>462,720</u>	<u>5,832,080</u>	<u>400,550</u>
Total	<u>\$ 6,686,991</u>	<u>638,536</u>	<u>715,501</u>	<u>6,610,045</u>	<u>565,879</u>

- (1) Compensated absences for government activities have typically been liquidated by the General Fund.
(2) Compensated absences for business-type activities have typically been liquidated by the Water Fund.

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(6) Long-term Liabilities, (Continued)

2021 Water Revenue Refunding Bonds:

On July 15, 2021, the City issued the 2021 Water Revenue Refunding Bonds in the amount of \$6,081,000 to refinance the 2016 Water Revenue Refunding Bonds in the amount of \$5,995,000. The purpose of the original 2008 bond issue was for capital improvements to the City’s water system (2008 Project). Principal payments are due in annual installments ranging from \$337,000 to \$450,000, commencing June 1, 2022 through June 1, 2037. The bonds accrue interest at a rate of 2.42%. Interest on the bonds is payable semiannually on June 1 and December 1, commencing on December 1, 2021. The bonds are payable solely from the net revenues of the water system of the city. Principal and interest paid for the current year, and net revenues were \$465,008 and \$1,238,100, respectively. At June 30, 2023, the ratio of the debt service payments due to the net revenues during fiscal year 2023 was .38 (38%). Upon default by the City as defined in the bonds’ installment purchase agreement, the Authority will declare the unpaid principal and accrued interest due and payable immediately.

The bond agreement for the Water Revenue Refunding Bonds requires the city to pledge its annual net revenues (defined as total revenues (including interest and gains) for the fiscal year less operation and maintenance costs (excluding depreciation and amortization)) in an amount equal to at least 125% of the annual debt service requirement for each fiscal year through final maturity of the bonds on June 1, 2037 or early retirement of the bonds, whichever first occurs. The amount of annual net revenues equaled 221% of the annual debt service requirement in fiscal year 2023. As of June 30, 2023, the amount of the bonds outstanding was \$5,416,000 and the City’s legal debt margin was \$109,932,708.

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 332,000	129,034	461,034
2025	341,000	120,952	461,952
2026	350,000	112,663	462,663
2027	359,000	104,133	463,133
2028	367,000	95,396	462,396
2029-2033	1,989,000	337,602	2,326,602
2034-2037	<u>1,678,000</u>	<u>89,226</u>	<u>1,767,226</u>
Total	<u>\$5,416,000</u>	<u>989,006</u>	<u>6,405,006</u>

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(7) Leases

Leases Payable

In January 2022, the City entered into a five-year lease agreement as lessee for the acquisition and use of equipment. An initial lease liability was recorded in the amount of \$18,724 during the current fiscal year. As of June 30, 2023, the value of the lease liability was \$11,234. The City is required to make monthly principal and interest payments of \$319 for the equipment. The lease has an interest rate of 1.05%. The equipment has a five-year estimated useful life. The value of the right-to-use asset as of June 30, 2023 was \$19,117 less accumulated amortization of \$7,646.

Subscription Agreements Payable

In September 2022, the City entered into a 60 month subscription for the use of budgeting software. An initial subscription liability was recorded in the amount of \$90,910. As of June 30, 2023, the value of the subscription liability is \$74,410. The City is required to make annual fixed payments ranging from \$20,000 to \$23,000. The subscription has an interest rate of 6.0%. The value of the right to use asset as of June 30, 2023 was \$90,910 with accumulated amortization of \$16,500.

In May 2022, the City entered into a 60 month subscription for the use of license and permit software. An initial subscription liability was recorded in the amount of \$91,825. As of June 30, 2023, the value of the subscription liability is \$66,825. The City is required to make annual fixed payments of \$25,000. The subscription has an interest rate of 6.0%. The value of the right to use asset as of June 30, 2023 was \$91,825 with accumulated amortization of \$25,000.

The following future principal and interest payments on the leases payable and subscription agreements payable for June 30 are as follows:

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 40,348	8,593	48,941
2025	43,540	6,362	49,902
2026	46,974	3,939	50,913
2027	<u>21,607</u>	<u>1,311</u>	<u>22,918</u>
Total	<u>\$152,469</u>	<u>20,205</u>	<u>172,674</u>

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(7) Leases, (Continued)

Leases Receivable

Prior to fiscal year ended June 30, 2022, the City leased several real property to a third party which was recognized in fiscal year June 30, 2022 as a result of implementing GASB 87. The lease term is for 5 years and the City will receive monthly payments ranging from approximately \$41,615 to \$46,140. During the year ended June 30, 2023, the City recognized \$42,182 in lease revenue and \$890 in interest revenue during the current fiscal year related to the lease. As of June 30, 2023, the City's receivable for lease payments was \$85,410. Also, the City has a deferred inflow of resources associated with the lease that will be recognized as revenue over the lease term. As of June 30, 2023, the balance of the deferred inflow of resources was \$128,116.

Prior to fiscal year ended June 30, 2022, the City leased a portion of building roof top space to a third party which was recognized in fiscal year June 30, 2022 as a result of implementing GASB 87. The lease term is for 5 years and the City will receive monthly payments of \$29,170. During the year ended June 30, 2023, the City recognized \$28,567 in lease revenue and \$603 in interest revenue during the current fiscal year related to the lease. As of June 30, 2023, the City's receivable for lease payments was \$57,770. Also, the City has a deferred inflow of resources associated with the lease that will be recognized as revenue over the lease term. As of June 30, 2023, the balance of the deferred inflow of resources was \$85,115.

(8) Defined Benefit Pension Plans

Plan Description: All qualified permanent and probationary employees are eligible to participate in the City of Lomita's Miscellaneous Employee Pension Plans, cost-sharing multiple employer defined benefit pension plans administered by the California Public Employees' Retirement System (CalPERS). Benefit provisions under the Plans are established by State statute and City of Lomita resolution. CalPERS issues publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

Benefits Provided: CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The Public Employees' Pension Reform Act of 2013 (PEPRA) requires new benefits and member contributions for new members as defined by PEPRA, that are hired after January 1, 2013. These PEPRA members in pooled plans are reflected in the new Miscellaneous and Safety risk pools created by the CalPERS Board in response to the passage of PEPRA, beginning with the June 30, 2013, risk-pool valuations.

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(8) Defined Benefit Pension Plans, (Continued)

The Plans' provisions and benefits in effect at June 30, 2023, are summarized as follows:

	Miscellaneous		
	Prior to February 28, 2012	February 28, 2012 to January 31, 2013	On or after January 31, 2013
Hire Date			
Benefit formula	2.5% @ 55	2% @ 60	2% @ 62
Benefit vesting schedule	5 years service	5 years service	5 years service
Benefit payments	monthly for life	monthly for life	monthly for life
Retirement age	50-55	50-63	52 - 67
Monthly benefits, as a % of compensation	2.0% to 2.5%	1.092% to 2.418%	1.0% to 2.5%
Required employee contribution rates	8.00%	7.00%	6.75%
Required contribution rates:			
Normal cost rate	12.20%	8.65%	7.59%
Payment of unfunded liability	\$845,955	\$7,265	\$6,601

Contributions: Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers are determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for both Plans are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The City of Lomita is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. Contributions to the pension plan were \$1,073,677 for the year ended June 30, 2023.

Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions - As of June 30, 2023, the City of Lomita reported net pension liabilities for its proportionate shares of the net pension liability of \$10,033,856.

The City's net pension liability for the Miscellaneous Plan is measured as the proportionate share of the net pension liability of the collective cost-sharing plan. The City's net pension liability of the Plan is measured as of June 30, 2022, and the total pension liability for the Miscellaneous Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2021, rolled forward to June 30, 2022, using standard update procedures. The City's proportion of the net pension liability was based on a projection of the City's long-term share of contributions to the pension plans relative to the projected contributions of all participating employers, actuarially determined. The City's proportionate share of the net pension liability for the Miscellaneous Plan as of the June 30, 2021 and 2022 measurement dates was as follows:

Proportion – June 30, 2021	0.28718%
Proportion – June 30, 2022	<u>0.21443%</u>
Change – Increase/(Decrease)	<u>(0.07275)%</u>

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS
(Continued)

(8) Defined Benefit Pension Plans, (Continued)

For the year ended June 30, 2023, the City of Lomita recognized pension credit of \$966,340. At June 30, 2023, the City of Lomita reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	\$ 1,073,677	\$ -
Difference between expected and actual experience	201,499	(134,956)
Changes in proportions	20,188	(538,604)
Difference between actual and projected contributions	-	(346,285)
Difference between actual and projected Investment earnings	1,837,936	-
Changes in assumptions	1,028,179	-
Total	\$4,161,479	\$ (1,019,845)

\$1,028,178 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Year Ended June 30	
2024	\$ 394,078
2025	355,900
2026	193,834
2027	1,124,145
Total	\$ 2,067,957

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(8) Defined Benefit Pension Plans, (Continued)

Actuarial Assumptions – The total pension liabilities in the June 30, 2022 actuarial valuations were determined using the following actuarial assumptions:

	Miscellaneous
Valuation Date	June 30, 2021
Measurement Date	June 30, 2022
Actuarial Cost Method	Entry-Age Normal Cost Method
Actuarial Assumptions:	
Discount Rate	6.90%
Inflation	2.75%
Payroll Growth	3.0%
Projected Salary Increase	Varies by Entry Age and Service
Investment Rate of Return	7.375% (1)
Mortality	(2)

(1) Net of pension plan investment expenses, including inflation.

(2) The mortality table used was developed based on CalPERS' specific data. The table includes 20 years of mortality improvements using Society of Actuaries Scale AA.

The underlying mortality assumptions and all other actuarial assumptions used in the June 30, 2016 valuation were based on the results of a actuarial experience study for the period 1997 to 2011. Further details of the Experience Study can be found on the CalPERS website.

Discount Rate – The discount rate used to measure the total pension liability was 6.90 percent. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the current contribution rate and that the City's contributions will be made at rates equal to the difference between actuarially determined contributions rates and the employee rate. Based on those assumptions, each pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations. Using historical returns of all of the funds' asset classes, expected compound (geometric) returns were calculated over the next 20 years using a building-block approach. The expected rate of return was then adjusted to account for assumed administrative expenses of 10 Basis points. The expected real rates of return by asset class are as follows:

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(8) Defined Benefit Pension Plans, (Continued)

Asset Class	Assumed Asset Allocation	Real Return 1-10 (a)(b)
Global equity-Cap-weighted	30.0%	4.54%
Global equity-Non-Cap-weighted	12.0%	3.84%
Private Equity	13.0%	7.28%
Treasury	5.0%	0.27%
Mortgage-backed Securities	5.0%	0.50%
Investment Grade Corporates	10.0%	1.56%
High Yield	5.0%	2.27%
Emerging Market Debt	5.0%	2.48%
Private Debt	5.0%	3.57%
Real Assets	15.0%	3.21%
Leverage	(5.0%)	(0.59)%
Total	100%	

- (a) An expected inflation of 2.30% used for this period.
 (b) Figures are based on the 2021 Asset Liability Management study.

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate – The following presents the City’s proportionate share of the net pension liability, calculated using the discount rate of 6.90 percent, as well as what the City’s proportionate share of net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower (5.90 percent), or 1-percentage point higher (7.90 percent), than the current rate:

	<u>Miscellaneous</u>
1% Decrease	5.90%
Net Pension Liability	\$14,659,636
Current Discount Rate	6.90%
Net Pension Liability	\$10,033,856
1% Increase	7.90%
Net Pension Liability	\$6,227,986

CITY OF LOMITA
 NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(9) Other Post Employment Benefits (OPEB)

Plan Description - In addition to the pension benefits described above, the City provides retiree health insurance benefits. The City contracts with the Public Employee’s Retirement System to provide benefits to retirees under the Employees’ Hospital and Medical Care Act. Employees who retire from the City may elect to continue their medical insurance through the available PERS plans. When retirees reach 65, they must enroll on Medicare and then may select a Medicare supplemental plan through the PERS insurance plans. This is a defined, single employer benefit plan with the City paying the minimum allowed contribution and the employees paying the balance of the selected plan premium. Changes to the plan require a resolution approved by the City Council and submitted to PERS.

Employee Covered – As of June 30, 2023 actuarial valuation, the following current and former employees were covered by the benefit terms under the plan:

Active employees	48
Inactive employees or beneficiaries currently receiving benefits	28
Inactive employees entitled to, but not yet receiving benefits	-
Total	<u>76</u>

Contributions - Currently, the City funds retiree healthcare benefits on a pay-as-you-go basis. The City recognizes expenditure for its share of the annual premiums as these benefits become due. For fiscal year 2022-2023, the City paid \$207,859 for benefits of 28 retired employees.

Net OPEB Liability - The City of Lomita net OPEB liability was measured as of June 30, 2023 and the total OPEB liability used to calculate the net OEPB liability was determined by an actuarial valuation date June 30, 2023 that was rolled forward to determine the June 30, 2023 total OPEB liability, based on the following actuarial methods and assumptions:

Actuarial Assumptions:

Discount Rate	4.13%
Projected Salary Increase	2.75%
General Inflation	2.75%
Mortality	Varies (1)

(1) The underlying mortality assumptions and all other actuarial assumptions used in the June 30, 2017 valuation were based on the results of a actuarial experience study for the period 1997 to 2011. Further details of the Experience Study can be found on the CalPERS website.

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(9) Other Post Employment Benefits (OPEB), (Continued)

Discount Rate – The discount rate used to measure the OPEB liability was 4.13 percent, which was based on the published change in return for the applicable municipal bond index.

The Changes in the net OPEB liability for the plan are as follows:

	Increase (Decrease)		
	Total OPEB Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Liability/ (Asset) (c)=(a)-(b)
Balance at Fiscal Year Ending 6/30/22 <i>Measurement Date 6/30/22</i>	\$4,773,098	\$ -	\$4,773,098
Changes During the Period:			
Service Cost	144,587	-	144,587
Interest Cost	196,925	-	196,925
Expected Investment Income	-	-	-
Employer Contributions	-	207,859	(207,859)
Changes of Benefit Terms	-	-	-
Benefit Payments	(207,859)	(207,859)	-
Assumption Changes	(1,339)	-	(1,339)
Plan Experience	4,944	-	4,944
Investment Experience	-	-	-
Recognized Deferred Resources	-	-	-
Employer Contributions Subsequent to Measurement Date	-	-	-
Net Changes in Fiscal Year 2022-23	137,258	-	137,258
Balance at Fiscal Year Ending 6/30/23 <i>Measurement Date 6/30/23</i>	\$4,910,356	\$ -	\$4,910,356

Sensitivity of the Proportionate Share of the OPEB Liability to Changes in the Discount Rate – The following presents the City of Lomita’s’ OPEB liability, calculated using the discount rate, as well as what the City’s OPEB liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

1% Decrease OPEB Liability	3.13% \$5,601,153
Current Discount Rate OPEB Liability	4.13% \$4,910,356
1% Increase OPEB Liability	5.13% \$4,345,754

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(9) Other Post Employment Benefits (OPEB), (Continued)

Sensitivity of the Net OPEB Liability to Changes in the Health Care Cost Trends – The following presents the net OPEB liability of the City of Lomita if it were calculated using health care cost trend rates that are one percentage point lower or one percentage point higher than the current rate, for the measurement period June 30, 2023:

1% Decrease	5.5% decreasing to 2.83%
OPEB Liability	\$4,300,769
Current Healthcare Rate	6.5% decreasing to 3.83%
OPEB Liability	\$4,910,356
1% Increase	7.5% decreasing to 4.83%
OPEB Liability	\$5,665,798

OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB – For the fiscal year ended June 30, 2023, the City of Lomita recognized OPEB expense of \$182,845. As of the fiscal year ended June 30, 2023, the City of Lomita reported deferred outflows and inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Change in assumptions	\$ 323,064	(1,171,485)
Differences between expected and actuarial experience in measurement of the Total OPEB Liability	4,238	(838,080)
Total	\$ 327,302	(2,009,565)

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Year Ended June 30	
2024	\$ (227,401)
2025	(227,401)
2026	(227,401)
2027	(227,401)
2028	(227,395)
Thereafter	(545,264)
	<u>\$ (1,682,263)</u>

(10) Risk Management

A. Description of Self-Insurance Pool Pursuant to Joint Powers Agreement: The City of Lomita is a member of the CALIFORNIA JOINT POWERS INSURANCE AUTHORITY (Authority). The Authority is composed of 124 California public entities and is organized under a joint powers agreement pursuant to California Government Code §6500 et seq. The purpose of the Authority is to arrange and administer programs for the pooling of self-insured losses, to purchase excess insurance or reinsurance, and to arrange for group purchased insurance for property and other lines of coverage. The California JPIA

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(10) Risk Management, (Continued)

began covering claims of its members in 1978. Each member government has an elected official as its representative on the Board of Directors. The Board operates through a nine-member Executive Committee.

B. Primary Self-Insurance Programs of the Authority: Each member pays an annual contribution at the beginning of the coverage period. A retrospective adjustment is then conducted annually thereafter, for coverage years 2012-13 and prior. Coverage years 2013-14 and forward are not subject to routine annual retrospective adjustment. The total funding requirement for primary self insurance programs is based on an actuarial analysis. Costs are allocated to individual agencies based on payroll and claims history, relative to other members of the risk-sharing pool.

Primary Liability Program: Claims are pooled separately between police and general government exposures. (1) The payroll of each member is evaluated relative to the payroll of other members. A variable credibility factor is determined for each member, which establishes the weight applied to payroll and the weight applied to losses within the formula. (2) The first layer of losses includes incurred costs up to \$100,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the first layer. (3) The second layer of losses includes incurred costs from \$100,000 to \$500,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the second layer. (4) Incurred costs from \$500,000 to \$50 million, are distributed based on the outcome of cost allocation within the first and second loss layers. The overall coverage limit for each member, including all layers of coverage, is \$50 million per occurrence. Subsidence losses also have a \$50 million per occurrence limit. The coverage structure is composed of a combination of pooled self-insurance, reinsurance, and excess insurance. Additional information concerning the coverage structure is available on the Authority's website: <https://cjpia.org/coverage/risk-sharing-pools/>.

Primary Workers' Compensation Program: Claims are pooled separately between public safety (police and fire) and general government exposures. (1) The payroll of each member is evaluated relative to the payroll of other members. A variable credibility factor is determined for each member, which establishes the weight applied to payroll and the weight applied to losses within the formula. (2) The first layer of losses includes incurred costs up to \$75,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the first layer. (3) The second layer of losses includes incurred costs from \$75,000 to \$200,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the second layer. (4) Incurred costs from \$200,000 to statutory limits are distributed based on the outcome of cost allocation within the first and second loss layers. For 2022-23 the Authority's pooled retention is \$1 million per occurrence, with reinsurance to statutory limits under California Workers' Compensation Law. Employer's Liability losses are pooled among members to \$1 million. Coverage from \$1 million to \$5 million is purchased as part of a reinsurance policy, and Employer's Liability losses from \$5 million to \$10 million are pooled among members.

C. Purchased Insurance: Pollution Legal Liability Insurance The City of Lomita participates in the pollution legal liability insurance program which is available through the Authority. The policy covers sudden and gradual pollution of scheduled property, streets, and storm drains owned by the City of Lomita. Coverage is on a claims-made basis. There is a \$250,000 deductible. The Authority has an aggregate limit of \$20 million.

Property Insurance: The City of Lomita participates in the all-risk property protection program of the Authority. This insurance protection is underwritten by several insurance companies. City of Lomita

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(10) Risk Management, (Continued)

property is currently insured according to a schedule of covered property submitted by the City of Lomita to the Authority. City of Lomita property currently has all-risk property insurance protection in the amount of \$37,590,882. There is a \$10,000 deductible per occurrence except for non-emergency vehicle insurance which has a \$2,500 deductible.

Earthquake and Flood Insurance: The City of Lomita purchases earthquake and flood insurance on a portion of its property. The earthquake insurance is part of the property protection insurance program of the Authority. City of Lomita property currently has earthquake protection in the amount of \$7,205,100. There is a deductible of 5% per unit of value with a minimum deductible of \$100,000.

Crime Insurance: The City of Lomita purchases crime insurance coverage in the amount of \$1,000,000 with a \$2,500 deductible. The fidelity coverage is provided through the Authority.

Special Event Tenant User Liability Insurance: The City of Lomita further protects against liability damages by requiring tenant users of certain property to purchase low-cost tenant user liability insurance for certain activities on agency property. The insurance premium is paid by the tenant user and is paid to the City of Lomita according to a schedule. The City of Lomita then pays for the insurance. The insurance is facilitated by the Authority.

D. Adequacy of Protection: During the past three fiscal years, none of the above programs of protection experienced settlements or judgments that exceeded pooled or insured coverage. There were also no significant reductions in pooled or insured liability coverage in 2022-23.

(11) Commitments and Contingencies

A. *Lawsuits in the Normal Course of Business:* The City is presently involved in certain matters of litigation that have arisen in the normal course of conducting City business. City management believes, based upon consultation with the City Attorney, that these cases, in the aggregate, are not expected to result in a material adverse financial impact on the City. Additionally, City management believes that the City's insurance programs are sufficient to cover any potential losses should an unfavorable outcome materialize.

B. *Federal and State Grant Programs:* The City participates in several federal and state grant programs. These programs have been audited by the City's independent auditors in accordance with the provisions of the federal Single Audit Act, as amended and applicable state requirements. No cost disallowances were proposed as a result of these audits. However, these programs are still subject to further examination by the grantors and the amount, if any, of expenditures which may be disallowed by the granting agencies cannot be determined at this time.

C. *Ongoing Operations:* The City's operations may be affected by the recent and ongoing outbreak of COVID-19, which was declared a pandemic by the World Health Organization in March 2020. The ultimate disruption which may be caused by the outbreak is uncertain; however, possible effects may include, but are not limited to, a reduction in certain tax revenues and a decline in the value of investments, which could have an impact on the City's financial position and operating results. There is significant uncertainty as to the severity and longevity of the outbreak and City management is in the process of evaluating the impact on the City and its financial statements.

CITY OF LOMITA

NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(12) Classification of Fund Balances

The City follows the provisions of GASB Statement No. 54, "Fund Balance and Governmental Fund Type Definitions. GASB 54 established fund balance classification based largely upon the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. The governmental fund statements conform to the new classification and are summarized as follows as of June 30, 2023:

	<u>General</u> <u>Fund</u>	<u>ARPA</u> <u>Special</u> <u>Revenue</u> <u>Fund</u>	<u>Non-major</u> <u>Governmental</u> <u>Funds</u>	<u>Totals</u>
<i>Nonspendable</i>				
Prepays	\$ -	-	4,030	4,030
Inventory	<u>22,805</u>	-	-	<u>22,805</u>
<i>Total Nonspendable</i>	<u>22,805</u>	-	<u>4,030</u>	<u>26,835</u>
<i>Restricted</i>				
Street Maintenance	-	-	1,232,871	1,232,871
Public Transportation	-	-	598,536	598,536
Clean Air Act Programs	-	-	61,412	61,412
Safe Clean Water Program	-	-	505,112	505,112
Landscape Maintenance	-	-	10,567	10,567
Park Improvement	-	-	618,547	618,547
Park Athletic Program	-	-	95,031	95,031
Low Mod Housing & CDBG	-	-	942,453	942,453
Law Enforcement, CLEEP	-	-	<u>6,351</u>	<u>6,351</u>
<i>Total Restricted</i>	-	-	<u>4,070,880</u>	<u>4,070,880</u>
<i>Committed</i>				
Street Improvement	-	-	3,834,124	3,834,124
Stephenson Center	<u>85,744</u>	-	-	<u>85,744</u>
<i>Total Committed</i>	<u>85,744</u>	-	<u>3,834,124</u>	<u>3,919,868</u>
<i>Assigned</i>				
Facilities Improvement	367,744	-	-	367,744
Capital Improvement	-	-	188,430	188,430
Street Improvement	-	-	2,108,289	2,108,289
Reserve Appropriations	5,000,000	-	-	5,000,000
Economic Stabilization	500,000	-	-	500,000
OPEB Trust	256,548	-	-	256,548
Economic Development	746,507	-	-	746,507
General Plan Update	804,754	-	-	804,754
Pension Stabilization	<u>1,346,646</u>	-	-	<u>1,346,646</u>
<i>Total Assigned</i>	<u>9,022,199</u>	-	<u>2,296,719</u>	<u>11,318,918</u>
<i>Unassigned</i>	<u>1,531,302</u>	<u>1,336,976</u>	<u>(106,537)</u>	<u>2,761,741</u>
<i>Totals</i>	<u>\$10,662,050</u>	<u>1,336,976</u>	<u>10,099,216</u>	<u>22,098,242</u>

CITY OF LOMITA
NOTES TO BASIC FINANCIAL STATEMENTS

(Continued)

(13) Other Required Disclosures

Deficit Fund Balances

The following funds had deficit fund balances as of June 30, 2023:

Non-major Special Revenue Funds:

Measure R Highway	\$106,537 (a)
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(a) The deficit fund balance was due to actual expenses exceeding the reimbursable revenues.

(14) Subsequent Events

Management has evaluated subsequent events through _____, 2023, which is the date the financial statements were available to be issued, and has determined that there are no transactions that will have a significant impact on the City.

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF LOMITA
Schedule of Proportionate Share of the Net Pension Liability and Related Ratios
June 30, 2023

Cost Sharing Defined Benefit Pension Plan
Last 10 Fiscal Years *

	Combined June 30, 2022 ¹ Fiscal Year 2022-23	Combined June 30, 2021 ¹ Fiscal Year 2021-22	Combined June 30, 2020 ¹ Fiscal Year 2020-21	Combined June 30, 2019 ¹ Fiscal Year 2019-20
Proportion of the net pension liability (asset)	0.08687%	0.28718%	0.20399%	0.20145%
Proportionate share of the net pension liability (asset)	\$ 10,033,856	\$ 5,453,063	\$ 8,604,362	\$ 8,067,243
Covered payroll ²	\$ 3,406,756	\$ 3,250,441	\$ 3,280,589	\$ 3,254,459
Proportionate Share of the net pension liability (asset) as percentage of covered payroll	294.53%	167.76%	262.28%	247.88%
Plan's fiduciary net position	\$ 16,770,671,339	\$ 18,065,791,524	\$ 14,702,361,183	\$ 13,979,687,268
Plan's total pension liability	\$ 21,449,898,398	\$ 19,964,594,105	\$ 18,920,437,526	\$ 17,984,188,264
Plan fiduciary net position as a percentage of the total pension liability	70.43%	83.07%	72.81%	73.65%

¹ Historical information is required only for measurement periods for which GASB 68 is applicable.

² Covered Payroll represented above is based on pensionable earnings provided by the employer. However, GASB 68 defines covered payroll as the total of employees that are provided pensions through the pension plan. Accordingly, if pensionable earnings are different than total earnings for covered-employees, total earnings for covered-employees, the employer should display in the disclosure footnotes the payroll based on total earnings for the covered group and recalculate the required payroll-related ratios.

Notes to Schedule:

Benefit Changes: The figures above do not include any liability impact that may have resulted from plan changes which occurred after June 30, 2015. This applies for voluntary benefit changes as well as any offers of Two Years Additional Service Credit (a.k.a. Golden Handshakes)

The City's defined benefit pension plan is held in a trust. There are no assets accumulated in a trust that meets the criteria of GASB codification P22.101 or P⁰@.101 to pay related benefits for the Pension plan.

* - Fiscal year 2015 was the 1st year of implementation, therefore only nine years are shown.

Combined June 30, 2018 ¹ Fiscal Year 2018-19	Combined June 30, 2017 ¹ Fiscal Year 2017-18	Combined June 30, 2016 ¹ Fiscal Year 2016-17	Combined June 30, 2015 ¹ Fiscal Year 2015-16	Combined June 30, 2014 ¹ Fiscal Year 2014-15
0.21502%	0.22854%	0.23230%	0.18033%	0.22994%
\$ 8,103,476	\$ 9,009,203	\$ 8,069,774	\$ 6,841,270	\$ 5,682,932
\$ 3,191,154	\$ 3,090,957	\$ 2,926,047	\$ 2,938,496	\$ 2,954,990
253.94%	291.47%	275.79%	232.82%	192.32%
\$ 13,122,440,092	\$ 12,074,499,781	\$ 10,923,476,287	\$ 10,896,036,068	\$ 10,639,461,174
\$ 16,891,153,209	\$ 16,016,547,402	\$ 14,397,353,530	\$ 13,639,503,084	\$ 13,110,948,452
72.20%	67.95%	68.65%	72.19%	76.35%

CITY OF LOMITA
Schedule of Plan Contributions ¹
June 30, 2023

Cost Sharing Defined Benefit Pension Plan
Last 10 Fiscal Years *

	Combined Fiscal Year 2022-23 ¹	Combined Fiscal Year 2021-22 ¹	Combined Fiscal Year 2020-21 ¹	Combined Fiscal Year 2019-20 ¹
Actuarially determined contribution ²	\$ 955,758	\$ 862,587	\$ 782,589	\$ 808,631
Contributions in relation to the actuarially determined contributions ²	<u>\$ (955,758)</u>	<u>\$ (862,587)</u>	<u>\$ (782,589)</u>	<u>\$ (1,282,850)</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (474,219)</u>
Covered payroll ³	\$ 3,406,756	\$ 3,250,441	\$ 3,280,589	\$ 3,254,459
Contributions as a percentage of covered payroll ³	28.05%	26.54%	23.86%	39.42%

1 Historical information is required only for measurement periods for which GASB 68 is applicable.

2 Employee are assumed to make contributions equal to the actuarially determined contributions. However, some employers may choose to make additional contributions towards their unfunded liability. Employer contributions for such plans exceed the actuarially determined contributions. CalPERS has determined that employer obligations referred to as "side funds" do not conform to the circumstances described in paragraph 120 of GASB 68, therefore are not considered separately financed specific liabilities.

3 Covered Payroll represented above is based on pensionable earnings provided by the employer. However, GASB 68 defines covered-employee payroll as the total of employees that are provided pensions through the pension plan. Accordingly, if pensionable earnings are different than total earnings for covered-employees, total earnings for covered-employees, the employer should display in the disclosure footnotes the payroll based on total earnings for the covered group and recalculate the required payroll-related ratios.

Notes to Schedule:

The actuarial methods and assumptions used to set the actuarially determined contributions for Fiscal 2018-19 were from the June 30, 2018 public agency valuations.

Actuarial cost method	Entry-age
Amortization method/period	For detail, see June 30, 2018 Funding Valuation Report
Asset valuation method	Actuarial Value of Assets. For details see June 30, 2018 Funding Valuation Report.
Inflation	2.75%
Salary increases	Varies by Entry Age and Service
Payroll growth	3.00%
Investment rate of return	7.5% Net of Pension Plan Investment and Administrative expenses, includes inflation
Retirement age	The probabilities of Retirement are based on the 2010 CalPERS Experience Study for the period from 1997 to 2007.
Mortality	The probabilities of mortality are based on the 2010 CalPERS Experience Study for the period from 1997 to 2007. Pre-retirement and Post-Retirement mortality rates included 5 years of projected mortality improvement using Scale AA published by the Society of Actuaries.

The City's defined benefit pension plan is held in a trust. There are no assets accumulated in a trust that meets the criteria of GASB codification P22.101 or P%@.101 to pay related benefits for the Pension plan.

* - Fiscal year 2015 was the 1st year of implementation, therefore only nine years are shown.

Combined Fiscal Year 2018-19¹	Combined Fiscal Year 2017-18¹	Combined Fiscal Year 2016-17¹	Combined Fiscal Year 2015-16¹	Combined Fiscal Year 2014-15¹
\$ 837,192	\$ 781,413	\$ 730,301	\$ 562,071	\$ 550,065
<u>\$ (1,420,192)</u>	<u>\$ (781,413)</u>	<u>\$ (730,301)</u>	<u>\$ (562,071)</u>	<u>\$ (550,065)</u>
<u>\$ (583,000)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
\$ 3,191,154	\$ 3,090,957	\$ 2,926,047	\$ 2,938,496	\$ 3,112,108
44.50%	25.28%	24.96%	19.13%	17.67%

CITY OF LOMITA
Schedule of Changes in the Net OPEB Liability and Related Ratios
for the Measurement Periods Ended June 30

<i>Measurement Period</i>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>
Total OPEB Liability					
Service cost	\$ 144,587	\$ 228,517	\$ 198,117	\$ 204,755	\$ 181,090
Interest on the total OPEB Liability	196,925	156,877	174,777	189,858	190,222
Actual and expected					
experience difference	4,944	(951,276)	(157,118)	(208,583)	-
Changes in assumptions	(1,339)	(1,504,719)	516,900	506,719	321,438
Changes in benefit terms	-	-	-	-	-
Benefit payments	<u>(207,859)</u>	<u>(181,233)</u>	<u>(159,321)</u>	<u>(127,296)</u>	<u>(120,887)</u>
Net change in total OPEB liability	137,258	(2,251,834)	573,355	565,453	571,863
Total OPEB liability - beginning	<u>4,773,098</u>	<u>7,024,932</u>	<u>6,451,577</u>	<u>5,886,124</u>	<u>5,314,261</u>
Total OPEB liability - ending (a)	<u>\$ 4,910,356</u>	<u>\$ 4,773,098</u>	<u>\$ 7,024,932</u>	<u>\$ 6,451,577</u>	<u>\$ 5,886,124</u>
Plan Fiduciary Net Position					
Contribution - employer	\$ 207,859	\$ 181,233	\$ 159,321	\$ 127,296	\$ 120,887
Net investment income	-	-	-	-	-
Benefit payments	(207,859)	(181,233)	(159,321)	(127,296)	(120,887)
Administrative expense	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net change in plan fiduciary					
net position	-	-	-	-	-
Plan fiduciary net position -					
beginning	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Plan fiduciary net position -					
ending (b)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Net OPEB liability - ending (a)-(b)	<u>\$ 4,910,356</u>	<u>\$ 4,773,098</u>	<u>\$ 7,024,932</u>	<u>\$ 6,451,577</u>	<u>\$ 5,886,124</u>
Covered employee payroll	4,104,780	3,513,344	3,455,483	3,363,000	3,105,000
Net OPEB liability as a percentage					
of covered employee payroll	119.6%	135.9%	203.3%	191.8%	189.6%

Notes to Schedule

Historical information is required only for measurement periods for which GASB 75 is applicable. Future years' information will be displayed up to 10 years as information becomes available.

The City's OPEB plan is held in a trust. There are no assets accumulated in a trust that meets the criteria of GASB codification P22.101 or P52.101 to pay related benefits for the OPEB plan.

<i>Measurement Period</i>	<u>2018</u>
Total OPEB Liability	
Service cost	\$ 179,837
Interest on the total OPEB Liability	179,461
Actual and expected experience difference	-
Changes in assumptions	(86,699)
Changes in benefit terms	-
Benefit payments	<u>(113,517)</u>
Net change in total OPEB liability	159,082
Total OPEB liability - beginning	<u>5,155,179</u>
Total OPEB liability - ending (a)	<u>\$ 5,314,261</u>
Plan Fiduciary Net Position	
Contribution - employer	\$ 113,517
Net investment income	-
Benefit payments	(113,517)
Administrative expense	<u>-</u>
Net change in plan fiduciary net position	-
Plan fiduciary net position - beginning	<u>-</u>
Plan fiduciary net position - ending (b)	<u>\$ -</u>
Net OPEB liability - ending (a)-(b)	<u>\$ 5,314,261</u>
Covered employee payroll	3,191,154
Net OPEB liability as a percentage of covered employee payroll	166.5%

CITY OF LOMITA

General Fund

Schedule of Revenue, Expenditures and Changes in Fund Balance - Budget and Actual

For the Year Ended June 30, 2023

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive
	Original	Final		(Negative)
Revenues:				
Taxes and assessments	\$ 8,314,211	8,557,420	8,767,726	210,306
Intergovernmental	2,990,500	3,690,500	3,730,910	40,410
Licenses and permits	1,201,000	1,209,000	2,056,329	847,329
Fines and forfeitures	490,892	517,892	818,565	300,673
Investment income (loss)	101,000	203,000	(341,239)	(544,239)
Rental income	250,000	250,000	242,308	(7,692)
Other revenue	102,500	379,500	393,388	13,888
Total revenues	<u>13,450,103</u>	<u>14,807,312</u>	<u>15,667,987</u>	<u>860,675</u>
Expenditures:				
Current:				
General government	4,225,213	4,452,946	3,961,115	491,831
Community development	889,751	1,150,955	1,124,403	26,552
Public works	655,462	664,733	569,643	95,090
Public safety	4,730,921	4,745,921	4,642,386	103,535
Culture and recreation	1,850,255	1,914,955	1,795,502	119,453
Capital outlay	-	-	182,735	(182,735)
Principal	-	-	41,500	(41,500)
Total expenditures	<u>12,351,602</u>	<u>12,929,510</u>	<u>12,317,284</u>	<u>612,226</u>
Excess (deficiency) of revenues over (under) expenditures	<u>1,098,501</u>	<u>1,877,802</u>	<u>3,350,703</u>	<u>1,472,901</u>
Other financing sources (uses):				
Transfers in	704,500	1,116,483	332,860	(783,623)
Transfers out	(1,500,000)	(2,492,103)	(1,758,480)	733,623
Proceeds from subscription leases	-	-	182,735	182,735
Total other financing sources (uses)	<u>(795,500)</u>	<u>(1,375,620)</u>	<u>(1,242,885)</u>	<u>132,735</u>
Net change in fund balances	303,001	502,182	2,107,818	1,605,636
Fund balance, beginning of year	<u>8,554,232</u>	<u>8,554,232</u>	<u>8,554,232</u>	<u>-</u>
Fund balance, end of year	<u>\$ 8,857,233</u>	<u>9,056,414</u>	<u>10,662,050</u>	<u>1,605,636</u>

CITY OF LOMITA
American Rescue Plan Act Special Revenue Fund
Schedule of Revenue, Expenditures and Changes in Fund Balance - Budget and Actual
For the Year Ended June 30, 2023

	<u>Budget Amounts</u>		<u>Actual Amounts</u>	Variance with Final Budget Positive (Negative)
	<u>Original</u>	<u>Final</u>		<u>(Negative)</u>
Revenues:				
Intergovernmental	\$ 2,430,488	2,430,488	2,430,488	-
Excess (deficiency) of revenues over (under) expenditures	<u>2,430,488</u>	<u>2,430,488</u>	<u>2,430,488</u>	-
Other financing sources (uses):				
Transfers out	<u>(2,132,988)</u>	<u>(2,063,348)</u>	<u>(2,063,348)</u>	-
Total other financing sources (uses)	<u>(2,132,988)</u>	<u>(2,063,348)</u>	<u>(2,063,348)</u>	-
Net change in fund balances	297,500	367,140	367,140	-
Fund balance, beginning of year	<u>969,836</u>	<u>969,836</u>	<u>969,836</u>	-
Fund balance (deficit), end of year	<u>\$ 1,267,336</u>	<u>1,336,976</u>	<u>1,336,976</u>	-

CITY OF LOMITA

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

June 30, 2023

(1) Budgets and Budgetary Accounting

The City prepares its budgets on the modified accrual basis and, accordingly, the budget amounts included in the accompanying financial statements are presented in accordance with generally accepted accounting principles.

Each year, the City Administrator submits a proposed budget to the City Council during early May. The City Council holds budget hearings during May and early June. The final budget is adopted by the City Council during late June. Funds that have irregular activity are not budgeted, hence, no budget is adopted for the Measure R Highway Special Revenue Fund. The legal level of control of which expenditures cannot exceed appropriations is at the functional level. The City Council is informed of expenditures over appropriations and such amounts are informally approved as a part of the bi-monthly review of the demand warrants.

The City holds a mid-year budget review meeting. During the meeting, all budget expenditures are reviewed and projections for the whole year are made.

Unexpended and unencumbered appropriations of the governmental funds automatically lapse at the end of the year.

SUPPLEMENTARY INFORMATION

NON-MAJOR GOVERNMENTAL FUNDS

The following funds have been classified as non-major funds in the accompanying financial statements.

SPECIAL REVENUE FUNDS:

State Gas Tax Fund - Used to account for monies received from the State and County for gas sales.

Measure M Fund - Used to account for street improvement projects on a cost reimbursement basis.

Measure R Fund - Used to account for street improvement projects.

Transportation Development Act Fund - Used to account for funds received from the State for improvements of local streets and roads.

Community Development Block Grant Fund - Used to account for federal grants for programs benefiting low-income persons and/or families.

Measure R Highway Fund - Used to account for street improvement projects on a cost reimbursement basis.

Proposition A Fund - Used to account for the City's share of Proposition A Local Return Funds from County sales tax dollars.

Air Quality Plan AB 2766 Fund - Used to account for funds received from the South Coast AQMD that were derived from clean air fees.

Park Grant Fund - Used to account for the grant funds received for park development and improvements.

Landscape Maintenance Fund - Used to account for assessment funds collected on property tax bills for Landscape Maintenance District #1.

Park Facilities Fund - Used to account for Park Development Tax and QUIMBY Act funds.

Park Athletic Fund - Used to account for user charges for park athletic programs.

Proposition C Fund - Used to account for Proposition C local return revenues received from County sales tax dollars.

Lomita Manor Development Fund - Used to account for the local U.S. HUD conventional housing programs of the City-owned senior housing complex, Lomita Manor.

CLEEP Fund - Used to account for the purchase of specialized equipment and software to enhance public safety.

Measure W Fund - Used to fund projects dedicated to increase local water supply, improve water quality, and protect public health.

CAPITAL PROJECTS FUNDS:

Capital Improvement Fund - Used to account for the acquisition, construction and improvement of capital facilities and infrastructure. The projects are funded by transfers from the General Fund.

Street Improvement Fund - Used to account for the acquisition, construction and improvement of street improvements and infrastructure. The projects are funded by transfers from the General Fund.

CITY OF LOMITA
Non-major Governmental Funds
Combining Balance Sheet
June 30, 2023

Special Revenue Funds

	State Gas Tax	Measure M	Measure R	Transportation Development Act	Community Development Block Grant
<u>ASSETS</u>					
Cash and investments	\$ 1,177,658	724,962	678,408	-	-
Receivables:					
Accounts	-	-	-	-	-
Taxes	-	-	-	-	-
Due from other governments	158,952	-	-	20,621	3,240
Prepaid items	-	-	-	-	-
Total assets	<u>\$ 1,336,610</u>	<u>724,962</u>	<u>678,408</u>	<u>20,621</u>	<u>3,240</u>
<u>LIABILITIES</u>					
Accounts payable	\$ 63,969	-	-	7,083	1,860
Accrued liabilities	39,770	5,193	-	-	-
Deposits payable	-	-	-	-	-
Due to other funds	-	-	-	13,538	1,378
Total liabilities	<u>103,739</u>	<u>5,193</u>	<u>-</u>	<u>20,621</u>	<u>3,238</u>
<u>DEFERRED IN FLOWS OF RESOURCES</u>					
Unavailable revenue	-	-	-	-	-
Total deferred in flows of resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>FUND BALANCES</u>					
Nonspendable	-	-	-	-	-
Restricted	1,232,871	-	-	-	2
Committed	-	719,769	678,408	-	-
Assigned	-	-	-	-	-
Unassigned	-	-	-	-	-
Total fund balances	<u>1,232,871</u>	<u>719,769</u>	<u>678,408</u>	<u>-</u>	<u>2</u>
Total liabilities, deferred inflows and fund balances	<u>\$ 1,336,610</u>	<u>724,962</u>	<u>678,408</u>	<u>20,621</u>	<u>3,240</u>

Special Revenue Funds

Measure R Highway	Proposition A	Air Quality Plan AB 2766	Park Grant	Landscape Maintenance	Parks Facilities
-	630,820	64,531	50,000	9,882	578,347
-	-	-	-	-	-
-	-	-	-	685	-
191,559	-	6,881	-	-	-
-	-	-	-	-	-
<u>191,559</u>	<u>630,820</u>	<u>71,412</u>	<u>50,000</u>	<u>10,567</u>	<u>578,347</u>
-	31,223	10,000	9,800	-	-
-	1,061	-	-	-	-
-	-	-	-	-	-
106,537	-	-	-	-	-
<u>106,537</u>	<u>32,284</u>	<u>10,000</u>	<u>9,800</u>	<u>-</u>	<u>-</u>
191,559	-	-	-	-	-
<u>191,559</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
-	-	-	-	-	-
-	598,536	61,412	40,200	10,567	578,347
-	-	-	-	-	-
-	-	-	-	-	-
(106,537)	-	-	-	-	-
<u>(106,537)</u>	<u>598,536</u>	<u>61,412</u>	<u>40,200</u>	<u>10,567</u>	<u>578,347</u>
<u>191,559</u>	<u>630,820</u>	<u>71,412</u>	<u>50,000</u>	<u>10,567</u>	<u>578,347</u>

CITY OF LOMITA
Non-major Governmental Funds, Continued
Combining Balance Sheet
June 30, 2023

	Special Revenue Funds				
	Park Athletic	Proposition C	Lomita Manor Development	CLEEP	Measure W
<u>ASSETS</u>					
Cash and investments	\$ 102,978	2,435,947	1,022,723	6,351	515,978
Receivables:					
Accounts	-	-	-	-	-
Taxes	-	-	-	-	-
Due from other governments	-	-	-	-	-
Prepaid items	-	-	4,030	-	-
Total assets	\$ 102,978	2,435,947	1,026,753	6,351	515,978
<u>LIABILITIES</u>					
Accounts payable	\$ 7,947	-	53,962	-	10,866
Accrued liabilities	-	-	-	-	-
Deposits payable	-	-	26,310	-	-
Due to other funds	-	-	-	-	-
Total liabilities	7,947	-	80,272	-	10,866
<u>DEFERRED IN FLOWS OF RESOURCES</u>					
Unavailable revenue	-	-	-	-	-
Total deferred in flows of resources	-	-	-	-	-
<u>FUND BALANCES</u>					
Nonspendable	-	-	4,030	-	-
Restricted	95,031	-	942,451	6,351	505,112
Committed	-	2,435,947	-	-	-
Assigned	-	-	-	-	-
Unassigned	-	-	-	-	-
Total fund balances	95,031	2,435,947	946,481	6,351	505,112
Total liabilities, deferred inflows and fund balances	\$ 102,978	2,435,947	1,026,753	6,351	515,978

<u>Capital Projects Funds</u>		
<u>Capital Improvement</u>	<u>Street Improvement</u>	<u>Total Non-major Governmental Funds</u>
188,430	2,151,690	10,338,705
-	-	-
-	-	685
-	-	381,253
-	-	4,030
<u>188,430</u>	<u>2,151,690</u>	<u>10,724,673</u>
-	43,401	240,111
-	-	46,024
-	-	26,310
-	-	121,453
<u>-</u>	<u>43,401</u>	<u>433,898</u>
<u>-</u>	<u>-</u>	<u>191,559</u>
<u>-</u>	<u>-</u>	<u>191,559</u>
-	-	4,030
-	-	4,070,880
-	-	3,834,124
188,430	2,108,289	2,296,719
<u>-</u>	<u>-</u>	<u>(106,537)</u>
<u>188,430</u>	<u>2,108,289</u>	<u>10,099,216</u>
<u>188,430</u>	<u>2,151,690</u>	<u>10,724,673</u>

CITY OF LOMITA
Non-major Governmental Funds
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
For the Year Ended June 30, 2023

	Special Revenue Funds				
	State Gas Tax	Measure M	Measure R	Transportation Development Act	Community Development Block Grant
Revenues:					
Taxes and assessments	\$ 530,463	-	-	-	-
Intergovernmental	467,262	377,811	333,987	20,621	50,809
Licenses and permits	-	-	-	-	-
Charges for services	-	-	-	-	-
Investment income	20,150	12,590	12,003	-	-
Rental income	-	-	-	-	-
Other revenue	10,985	-	-	-	-
Total revenues	1,028,860	390,401	345,990	20,621	50,809
Expenditures:					
Current:					
Community services	-	-	-	-	-
Public works	504,393	-	5,680	14,643	50,808
Culture and recreation	-	-	-	-	-
Capital outlay	78,474	114,335	104,479	-	-
Total expenditures	582,867	114,335	110,159	14,643	50,808
Excess (deficiency) of revenues over (under) expenditures	445,993	276,066	235,831	5,978	1
Other financing sources (uses):					
Transfers in	-	-	-	-	-
Total other financing sources (uses)	-	-	-	-	-
Net change in fund balances	445,993	276,066	235,831	5,978	1
Fund balances (deficit), beginning of year	786,878	443,703	442,577	(5,978)	1
Fund balances (deficit), end of year	\$ 1,232,871	719,769	678,408	-	2

Special Revenue Funds

Measure R Highway	Proposition A	Air Quality Plan AB 2766	Park Grant	Landscape Maintenance	Parks Facilities
-	-	-	-	11,651	116,684
-	537,023	27,237	-	-	-
-	-	-	-	-	-
-	8,818	-	-	-	-
-	13,351	1,126	-	128	9,870
-	-	-	-	-	-
-	-	-	-	-	-
-	559,192	28,363	-	11,779	126,554
-	1,121,844	-	-	-	-
-	-	20,000	-	6,212	-
-	-	-	9,800	-	-
-	-	-	-	-	-
-	1,121,844	20,000	9,800	6,212	-
-	(562,652)	8,363	(9,800)	5,567	126,554
-	-	-	50,000	-	-
-	-	-	50,000	-	-
-	(562,652)	8,363	40,200	5,567	126,554
(106,537)	1,161,188	53,049	-	5,000	451,793
(106,537)	598,536	61,412	40,200	10,567	578,347

CITY OF LOMITA

Non-major Governmental Funds

Combining Statement of Revenues, Expenditures and Changes in Fund Balances, Continued

For the Year ended June 30, 2023

	Special Revenue Funds				
	Park		Lomita		
	Athletic	Proposition C	Manor	CLEEP	Measure W
	Development				
Revenues:					
Taxes and assessments	\$ -	-	-	-	-
Intergovernmental	-	445,445	403,986	-	526,909
Licenses and permits	56,156	-	-	-	-
Charges for services	-	-	-	-	-
Investment income	1,900	45,818	13,292	130	3,668
Rental income	-	-	326,863	-	-
Other revenue	180	-	408	-	-
Total revenues	<u>58,236</u>	<u>491,263</u>	<u>744,549</u>	<u>130</u>	<u>530,577</u>
Expenditures:					
Current:					
Community services	-	-	559,604	-	-
Public works	-	-	-	-	132,343
Culture and recreation	43,403	-	-	-	-
Capital outlay	-	10,560	-	-	-
Total expenditures	<u>43,403</u>	<u>10,560</u>	<u>559,604</u>	<u>-</u>	<u>132,343</u>
Excess (deficiency) of revenues over (under) expenditures	<u>14,833</u>	<u>480,703</u>	<u>184,945</u>	<u>130</u>	<u>398,234</u>
Other financing sources (uses):					
Transfers in	-	-	-	-	-
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balances	14,833	480,703	184,945	130	398,234
Fund balances (deficit), beginning of year	<u>80,198</u>	<u>1,955,244</u>	<u>761,536</u>	<u>6,221</u>	<u>106,878</u>
Fund balances (deficit), end of year	<u>\$ 95,031</u>	<u>2,435,947</u>	<u>946,481</u>	<u>6,351</u>	<u>505,112</u>

Capital Projects Funds

<u>Capital Improvement</u>	<u>Street Improvement</u>	<u>Total Non-major Governmental Funds</u>
-	-	658,798
-	-	3,191,090
-	-	56,156
-	-	8,818
3,857	28,572	166,455
-	-	326,863
-	-	11,573
<u>3,857</u>	<u>28,572</u>	<u>4,419,753</u>
-	-	1,681,448
-	4,000	738,079
-	-	53,203
-	284,548	592,396
<u>-</u>	<u>288,548</u>	<u>3,065,126</u>
<u>3,857</u>	<u>(259,976)</u>	<u>1,354,627</u>
<u>-</u>	<u>1,000,000</u>	<u>1,050,000</u>
<u>-</u>	<u>1,000,000</u>	<u>1,050,000</u>
3,857	740,024	2,404,627
<u>184,573</u>	<u>1,368,265</u>	<u>7,694,589</u>
<u>188,430</u>	<u>2,108,289</u>	<u>10,099,216</u>

CITY OF LOMITA
State Gas Tax Special Revenue Fund
Schedule of Revenue, Expenditures and Changes in Fund Balance - Budget and Actual
For the Year Ended June 30, 2023

	<u>Budget</u>	<u>Actual</u>	<u>Variance with</u>
	<u>Final</u>	<u>Amounts</u>	<u>Final Budget</u>
			<u>Positive</u>
			<u>(Negative)</u>
Revenues:			
Taxes and assessments	\$ 538,709	530,463	(8,246)
Intergovernmental	454,087	467,262	13,175
Investment income	2,000	20,150	18,150
Other revenue	<u>-</u>	<u>10,985</u>	<u>10,985</u>
Total revenues	<u>994,796</u>	<u>1,028,860</u>	<u>34,064</u>
Expenditures:			
Current:			
Public works	528,306	504,393	23,913
Capital outlay	<u>111,257</u>	<u>78,474</u>	<u>32,783</u>
Total expenditures	<u>639,563</u>	<u>582,867</u>	<u>56,696</u>
Net change in fund balances	355,233	445,993	90,760
Fund balance, beginning of year	<u>786,878</u>	<u>786,878</u>	<u>-</u>
Fund balance, end of year	<u><u>\$ 1,142,111</u></u>	<u><u>1,232,871</u></u>	<u><u>90,760</u></u>

CITY OF LOMITA
Measure M Special Revenue Fund
Schedule of Revenue, Expenditures and Changes in Fund Balance - Budget and Actual
For the Year Ended June 30, 2023

	<u>Budget Final</u>	<u>Actual Amounts</u>	Variance with Final Budget Positive (Negative)
Revenues:			
Intergovernmental	\$ 351,434	377,811	26,377
Investment income	<u>1,000</u>	<u>12,590</u>	<u>11,590</u>
Total revenues	<u>352,434</u>	<u>390,401</u>	<u>37,967</u>
Expenditures:			
Capital outlay	<u>159,949</u>	<u>114,335</u>	<u>45,614</u>
Total expenditures	<u>159,949</u>	<u>114,335</u>	<u>45,614</u>
Net change in fund balances	192,485	276,066	83,581
Fund balance, beginning of year	<u>443,703</u>	<u>443,703</u>	<u>-</u>
Fund balance, end of year	<u>\$ 636,188</u>	<u>719,769</u>	<u>83,581</u>

CITY OF LOMITA
Measure R Special Revenue Fund
Schedule of Revenue, Expenditures and Changes in Fund Balance - Budget and Actual
For the Year Ended June 30, 2023

	<u>Budget</u>	<u>Actual</u>	<u>Variance with</u>
	<u>Final</u>	<u>Amounts</u>	<u>Final Budget</u>
			<u>Positive</u>
			<u>(Negative)</u>
Revenues:			
Intergovernmental	\$ 310,089	333,987	23,898
Investment income	<u>3,000</u>	<u>12,003</u>	<u>9,003</u>
Total revenues	<u>313,089</u>	<u>345,990</u>	<u>32,901</u>
Expenditures:			
Current:			
Public works	55,680	5,680	50,000
Capital outlay	<u>112,018</u>	<u>104,479</u>	<u>7,539</u>
Total expenditures	<u>167,698</u>	<u>110,159</u>	<u>57,539</u>
Net change in fund balances	145,391	235,831	90,440
Fund balance, beginning of year	<u>442,577</u>	<u>442,577</u>	<u>-</u>
Fund balance, end of year	<u>\$ 587,968</u>	<u>678,408</u>	<u>90,440</u>

CITY OF LOMITA
Transportation Development Act Special Revenue Fund
Schedule of Revenue, Expenditures and Changes in Fund Balance - Budget and Actual
For the Year Ended June 30, 2023

	<u>Budget</u> Final	<u>Actual</u> Amounts	<u>Variance with</u> Final Budget Positive (Negative)
Revenues:			
Intergovernmental	\$ 19,204	20,621	1,417
Total revenues	<u>19,204</u>	<u>20,621</u>	<u>1,417</u>
Expenditures:			
Current:			
Public works	<u>13,226</u>	<u>14,643</u>	<u>(1,417)</u>
Total expenditures	<u>13,226</u>	<u>14,643</u>	<u>(1,417)</u>
Net change in fund balances	5,978	5,978	-
Fund balance (deficit), beginning of year	<u>(5,978)</u>	<u>(5,978)</u>	<u>-</u>
Fund balance, end of year	<u>\$ -</u>	<u>-</u>	<u>-</u>

CITY OF LOMITA
Community Development Block Grant Special Revenue Fund
Schedule of Revenue, Expenditures and Changes in Fund Balance - Budget and Actual
For the Year Ended June 30, 2023

	<u>Budget</u>	<u>Actual</u>	<u>Variance with</u>
	<u>Final</u>	<u>Amounts</u>	<u>Final Budget</u>
			<u>Positive</u>
			<u>(Negative)</u>
Revenues:			
Intergovernmental	\$ 148,379	50,809	(97,570)
Total revenues	<u>148,379</u>	<u>50,809</u>	<u>(97,570)</u>
Expenditures:			
Current:			
Public works	148,379	50,808	97,571
Total expenditures	<u>148,379</u>	<u>50,808</u>	<u>97,571</u>
Net change in fund balances	-	1	1
Fund balance, beginning of year	<u>1</u>	<u>1</u>	<u>-</u>
Fund balance, end of year	<u>\$ 1</u>	<u>2</u>	<u>1</u>

CITY OF LOMITA
Proposition A Special Revenue Fund
Schedule of Revenue, Expenditures and Changes in Fund Balance - Budget and Actual
For the Year Ended June 30, 2023

	Budget	Actual	Variance with
	Final	Amounts	Final Budget
			Positive
			(Negative)
Revenues:			
Intergovernmental	\$ 498,451	537,023	38,572
Charges for services	25,000	8,818	(16,182)
Investment income	<u>3,000</u>	<u>13,351</u>	<u>10,351</u>
Total revenues	<u>526,451</u>	<u>559,192</u>	<u>32,741</u>
Expenditures:			
Current:			
Community services	<u>1,123,600</u>	<u>1,121,844</u>	<u>1,756</u>
Total expenditures	<u>1,123,600</u>	<u>1,121,844</u>	<u>1,756</u>
Net change in fund balances	(597,149)	(562,652)	34,497
Fund balance, beginning of year	<u>1,161,188</u>	<u>1,161,188</u>	-
Fund balance, end of year	<u>\$ 564,039</u>	<u>598,536</u>	<u>34,497</u>

CITY OF LOMITA

Air Quality Plan AB 2766 Special Revenue Fund

Schedule of Revenue, Expenditures and Changes in Fund Balance - Budget and Actual

For the Year Ended June 30, 2023

	Budget	Actual	Variance with
	Final	Amounts	Final Budget
			Positive
			(Negative)
	<u>Final</u>	<u>Amounts</u>	<u>(Negative)</u>
Revenues:			
Intergovernmental	\$ 26,000	27,237	1,237
Investment income	<u>300</u>	<u>1,126</u>	<u>826</u>
Total revenues	<u>26,300</u>	<u>28,363</u>	<u>2,063</u>
Expenditures:			
Current:			
Public works	<u>35,000</u>	<u>20,000</u>	<u>15,000</u>
Total expenditures	<u>35,000</u>	<u>20,000</u>	<u>15,000</u>
Net change in fund balances	(8,700)	8,363	17,063
Fund balance, beginning of year	<u>53,049</u>	<u>53,049</u>	<u>-</u>
Fund balance, end of year	<u>\$ 44,349</u>	<u>61,412</u>	<u>17,063</u>

CITY OF LOMITA

Park Grant Special Revenue Fund

**Schedule of Revenue, Expenditures and Changes in Fund Balance - Budget and Actual
For the Year Ended June 30, 2023**

	<u>Budget</u>	<u>Actual</u>	<u>Variance with</u>
	<u>Final</u>	<u>Amounts</u>	<u>Final Budget</u>
			<u>Positive</u>
			<u>(Negative)</u>
Revenues:			
Intergovernmental	<u>\$ 222,000</u>	<u>-</u>	<u>(222,000)</u>
Total revenues	<u>222,000</u>	<u>-</u>	<u>(222,000)</u>
Expenditures:			
Current:			
Cultural and recreation	<u>250,000</u>	<u>9,800</u>	<u>240,200</u>
Total expenditures	<u>250,000</u>	<u>9,800</u>	<u>240,200</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(28,000)</u>	<u>(9,800)</u>	<u>18,200</u>
Other financing sources (uses):			
Transfers in	<u>50,000</u>	<u>50,000</u>	<u>-</u>
Total other financing sources (uses)	<u>50,000</u>	<u>50,000</u>	<u>-</u>
Net change in fund balances	22,000	40,200	18,200
Fund balance, beginning of year	<u>-</u>	<u>-</u>	<u>-</u>
Fund balance, end of year	<u><u>\$ 22,000</u></u>	<u><u>40,200</u></u>	<u><u>18,200</u></u>

CITY OF LOMITA
Landscape Maintenance Special Revenue Fund
Schedule of Revenue, Expenditures and Changes in Fund Balance - Budget and Actual
For the Year Ended June 30, 2023

	<u>Budget</u> Final	<u>Actual</u> Amounts	<u>Variance with</u> Final Budget Positive (Negative)
Revenues:			
Taxes and assessments	\$ 11,738	11,651	(87)
Investment income	<u>-</u>	<u>128</u>	<u>128</u>
Total revenues	<u>11,738</u>	<u>11,779</u>	<u>41</u>
Expenditures:			
Current:			
Public works	<u>16,738</u>	<u>6,212</u>	<u>10,526</u>
Total expenditures	<u>16,738</u>	<u>6,212</u>	<u>10,526</u>
Net change in fund balances	(5,000)	5,567	10,567
Fund balance, beginning of year	<u>5,000</u>	<u>5,000</u>	<u>-</u>
Fund balance (deficit), end of year	<u>\$ -</u>	<u>10,567</u>	<u>10,567</u>

CITY OF LOMITA
Parks Facilities Special Revenue Fund
Schedule of Revenue, Expenditures and Changes in Fund Balance - Budget and Actual
For the Year Ended June 30, 2023

	<u>Budget</u>	<u>Actual</u>	<u>Variance with</u>
	<u>Final</u>	<u>Amounts</u>	<u>Final Budget</u>
			<u>Positive</u>
			<u>(Negative)</u>
Revenues:			
Taxes and assessments	\$ 5,000	116,684	111,684
Investment income	<u>500</u>	<u>9,870</u>	<u>9,370</u>
Total revenues	<u>5,500</u>	<u>126,554</u>	<u>121,054</u>
Expenditures:			
Current:			
Cultural and recreation	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balances	5,500	126,554	121,054
Fund balance, beginning of year	<u>451,793</u>	<u>451,793</u>	<u>-</u>
Fund balance, end of year	<u>\$ 457,293</u>	<u>578,347</u>	<u>121,054</u>

CITY OF LOMITA
Park Athletic Special Revenue Fund
Schedule of Revenue, Expenditures and Changes in Fund Balance - Budget and Actual
For the Year Ended June 30, 2023

	Budget	Actual	Variance with
	Final	Amounts	Final Budget
			Positive
			(Negative)
Revenues:			
Licenses and permits	\$ 54,000	56,156	2,156
Investment income	500	1,900	1,400
Other revenue	-	180	180
Total revenues	<u>54,500</u>	<u>58,236</u>	<u>3,736</u>
Expenditures:			
Current:			
Cultural and recreation	<u>51,193</u>	<u>43,403</u>	<u>7,790</u>
Total expenditures	<u>51,193</u>	<u>43,403</u>	<u>7,790</u>
Net change in fund balances	3,307	14,833	11,526
Fund balance, beginning of year	<u>80,198</u>	<u>80,198</u>	<u>-</u>
Fund balance, end of year	<u><u>\$ 83,505</u></u>	<u><u>95,031</u></u>	<u><u>11,526</u></u>

CITY OF LOMITA
Proposition C Special Revenue Fund
Schedule of Revenue, Expenditures and Changes in Fund Balance - Budget and Actual
For the Year Ended June 30, 2023

	<u>Budget</u>	<u>Actual</u>	<u>Variance with</u>
	<u>Final</u>	<u>Amounts</u>	<u>Final Budget</u>
			<u>Positive</u>
			<u>(Negative)</u>
Revenues:			
Intergovernmental	\$ 413,452	445,445	31,993
Investment income	<u>5,000</u>	<u>45,818</u>	<u>40,818</u>
Total revenues	<u>418,452</u>	<u>491,263</u>	<u>72,811</u>
Expenditures:			
Capital outlay	<u>9,880</u>	<u>10,560</u>	<u>(680)</u>
Total expenditures	<u>9,880</u>	<u>10,560</u>	<u>(680)</u>
Net change in fund balances	408,572	480,703	72,131
Fund balance, beginning of year	<u>1,955,244</u>	<u>1,955,244</u>	<u>-</u>
Fund balance, end of year	<u><u>\$ 2,363,816</u></u>	<u><u>2,435,947</u></u>	<u><u>72,131</u></u>

CITY OF LOMITA

Lomita Manor Development Special Revenue Fund

**Schedule of Revenue, Expenditures and Changes in Fund Balance - Budget and Actual
For the Year Ended June 30, 2023**

	Budget Final	Actual Amounts	Variance with Final Budget Positive (Negative)
	<u>Final</u>	<u>Amounts</u>	<u>(Negative)</u>
Revenues:			
Intergovernmental	\$ 176,000	403,986	227,986
Investment income	-	13,292	13,292
Rental income	288,582	326,863	38,281
Other revenue	<u>3,960</u>	<u>408</u>	<u>(3,552)</u>
Total revenues	<u>468,542</u>	<u>744,549</u>	<u>276,007</u>
Expenditures:			
Current:			
Community services	<u>468,542</u>	<u>559,604</u>	<u>(91,062)</u>
Total expenditures	<u>468,542</u>	<u>559,604</u>	<u>(91,062)</u>
Net change in fund balances	-	184,945	184,945
Fund balance, beginning of year	<u>761,536</u>	<u>761,536</u>	<u>-</u>
Fund balance, end of year	<u>\$ 761,536</u>	<u>946,481</u>	<u>184,945</u>

CITY OF LOMITA
CLEEP Special Revenue Fund
Schedule of Revenue, Expenditures and Changes in Fund Balance - Budget and Actual
For the Year Ended June 30, 2023

	Budget Final	Actual Amounts	Variance with Final Budget Positive (Negative)
	<u> </u>	<u> </u>	<u> </u>
Revenues:			
Investment income	\$ 100	130	30
Total revenues	<u>100</u>	<u>130</u>	<u>30</u>
Expenditures:			
Current:			
Public safety	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balances	100	130	30
Fund balance, beginning of year	<u>6,221</u>	<u>6,221</u>	<u>-</u>
Fund balance, end of year	<u><u>\$ 6,321</u></u>	<u><u>6,351</u></u>	<u><u>30</u></u>

CITY OF LOMITA
Measure W Special Revenue Fund
Schedule of Revenue, Expenditures and Changes in Fund Balance - Budget and Actual
For the Year Ended June 30, 2023

	Budget	Actual	Variance with
	Final	Amounts	Final Budget
			Positive
			(Negative)
Revenues:			
Intergovernmental	\$ 225,000	526,909	301,909
Investment income	-	3,668	3,668
Total revenues	<u>225,000</u>	<u>530,577</u>	<u>305,577</u>
Expenditures:			
Current:			
Public works	<u>163,076</u>	<u>132,343</u>	<u>30,733</u>
Total expenditures	<u>163,076</u>	<u>132,343</u>	<u>30,733</u>
Net change in fund balances	61,924	398,234	336,310
Fund balance, beginning of year	<u>106,878</u>	<u>106,878</u>	-
Fund balance, end of year	<u>\$ 168,802</u>	<u>505,112</u>	<u>336,310</u>

CITY OF LOMITA
Capital Improvement Capital Projects Fund
Schedule of Revenue, Expenditures and Changes in Fund Balance - Budget and Actual
For the Year Ended June 30, 2023

	<u>Budget</u> Final	<u>Actual</u> Amounts	<u>Variance with</u> Final Budget Positive (Negative)
Revenues:			
Investment income	\$ 1,000	3,857	2,857
Total revenues	<u>1,000</u>	<u>3,857</u>	<u>2,857</u>
Expenditures:			
Capital outlay	<u>5,000</u>	<u>-</u>	<u>5,000</u>
Total expenditures	<u>5,000</u>	<u>-</u>	<u>5,000</u>
Net change in fund balances	(4,000)	3,857	7,857
Fund balance, beginning of year	<u>184,573</u>	<u>184,573</u>	<u>-</u>
Fund balance, end of year	<u>\$ 180,573</u>	<u>188,430</u>	<u>7,857</u>

CITY OF LOMITA
Street Improvement Capital Projects Fund
Schedule of Revenue, Expenditures and Changes in Fund Balance - Budget and Actual
For the Year Ended June 30, 2023

	Budget	Actual	Variance with
	Final	Amounts	Final Budget
			Positive
			(Negative)
Revenues:			
Investment income	\$ 3,000	28,572	25,572
Total revenues	<u>3,000</u>	<u>28,572</u>	<u>25,572</u>
Expenditures:			
Current:			
Public works	25,000	4,000	21,000
Capital outlay	<u>1,413,455</u>	<u>284,548</u>	<u>1,128,907</u>
Total expenditures	<u>1,438,455</u>	<u>288,548</u>	<u>1,149,907</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(1,435,455)</u>	<u>(259,976)</u>	<u>1,175,479</u>
Other financing sources (uses):			
Transfers in	<u>1,000,000</u>	<u>1,000,000</u>	<u>-</u>
Total other financing sources (uses)	<u>1,000,000</u>	<u>1,000,000</u>	<u>-</u>
Net change in fund balances	(435,455)	740,024	1,175,479
Fund balance, beginning of year	<u>1,368,265</u>	<u>1,368,265</u>	<u>-</u>
Fund balance, end of year	<u>\$ 932,810</u>	<u>2,108,289</u>	<u>1,175,479</u>

FIDUCIARY FUNDS

CITY OF LOMITA
Combining Statement of Fiduciary Net Position
Private Purpose Trust Funds
June 30, 2023

	Railroad Foundation	Tom Rico Memorial	Total
ASSETS			
Current assets:			
Cash and investments	\$ 22,052	-	22,052
Receivables:			
Accounts	83	-	83
Total assets	22,135	-	22,135
LIABILITIES			
Current liabilities:			
Accounts payable	1,332	-	1,332
Accrued liabilities	108	-	108
Total liabilities	1,440	-	1,440
NET POSITION			
Restricted for foundation	20,695	-	20,695
Restricted for memorial	-	-	-
Total net position	\$ 20,695	-	20,695

CITY OF LOMITA
Combining Statement of Changes in Fiduciary Net Position
Private Purpose Trust Funds
For the Year Ended June 30, 2023

	<u>Railroad Foundation</u>	<u>Tom Rico Memorial</u>	<u>Total</u>
Additions:			
Other revenues	\$ 8,900	-	8,900
Total additions	<u>8,900</u>	<u>-</u>	<u>8,900</u>
Deductions:			
Miscellaneous	<u>8,886</u>	<u>1,590</u>	<u>10,476</u>
Total deductions	<u>8,886</u>	<u>1,590</u>	<u>10,476</u>
Change in net position	14	(1,590)	(1,576)
Net position, beginning of year	<u>20,681</u>	<u>1,590</u>	<u>22,271</u>
Net position, end of year	<u><u>\$ 20,695</u></u>	<u><u>-</u></u>	<u><u>20,695</u></u>

Statistical Section

This part of the City of Lomita annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the government's overall financial health.

Contents

Financial Trends

These schedules contain trend information to help the reader understand how the government's financial performance and well-being have changed over time.

Revenue Capacity

These schedules contain information to help the reader assess the government's most significant local revenue source, the property tax.

Debt Capacity

These schedules present information to help the reader assess the affordability of the government's current levels of outstanding debt and the government's ability to issue additional debt in the future.

Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand the environment with in which the government's financial activities take place.

Operating Information

These schedules contain service and infrastructure data to help the reader understand how the information in the government's financial report relates to the services that the government provides and the activities it performs.

Sources: Unless otherwise noted, the information in these schedules is derived from the annual comprehensive financial reports for the relevant year.

City of Lomita
Net Position by Component
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year				
	2023	2022	2021	2020	2019
Governmental activities:					
Net investment in capital assets	\$ 22,718,159	\$ 22,183,927	\$ 20,121,459	\$ 20,331,203	\$ 20,579,331
Restricted	9,594,104	7,593,689	7,018,655	5,139,262	4,002,512
Unrestricted	<u>2,472,644</u>	<u>(1,553,860)</u>	<u>(3,058,698)</u>	<u>(4,982,190)</u>	<u>(4,384,212)</u>
Total governmental activities net position	<u>\$ 34,784,907</u>	<u>\$ 28,223,756</u>	<u>\$ 24,081,416</u>	<u>\$ 20,488,275</u>	<u>\$ 20,197,631</u>
Business-type activities:					
Net investment in capital assets	\$ 21,559,554	\$ 20,844,231	\$ 18,200,296	\$ 18,452,593	\$ 17,995,090
Restricted	-	-	-	-	-
Unrestricted	<u>5,846,832</u>	<u>2,673,936</u>	<u>3,602,880</u>	<u>1,882,888</u>	<u>1,675,608</u>
Total business-type activities net position	<u>\$ 27,406,386</u>	<u>\$ 23,518,167</u>	<u>\$ 21,803,176</u>	<u>\$ 20,335,481</u>	<u>\$ 19,670,698</u>
Primary government:					
Net investment in capital assets	\$ 44,277,713	\$ 43,028,158	\$ 38,321,755	\$ 38,783,796	\$ 38,574,421
Restricted	9,594,104	7,593,689	7,018,655	5,139,262	4,002,512
Unrestricted ⁽¹⁾	<u>8,319,476</u>	<u>1,120,076</u>	<u>544,182</u>	<u>(3,099,302)</u>	<u>(2,708,604)</u>
Total primary government net position	<u>\$ 62,191,293</u>	<u>\$ 51,741,923</u>	<u>\$ 45,884,592</u>	<u>\$ 40,823,756</u>	<u>\$ 39,868,329</u>

⁽¹⁾ GASB 75 was implemented June 30, 2018. The recording of the City's net OPEB liability resulted in a negative unrestricted net asset balance.

Fiscal Year					
2018	2017	2016	2015	2014	
\$ 19,933,570	\$ 17,033,665	\$ 18,274,572	\$ 18,192,046	\$ 17,423,028	
2,952,055	2,641,909	3,676,616	3,354,468	3,516,178	
<u>(4,506,553)</u>	<u>(969,590)</u>	<u>(726,465)</u>	<u>(621,965)</u>	<u>3,431,164</u>	
<u>\$ 18,379,072</u>	<u>\$ 18,705,984</u>	<u>\$ 21,224,723</u>	<u>\$ 20,924,549</u>	<u>\$ 24,370,370</u>	
\$ 16,255,533	\$ 15,480,584	\$ 16,158,075	\$ 15,498,223	\$ 15,313,322	
-	-	175,847	678,501	678,500	
<u>2,822,396</u>	<u>3,088,795</u>	<u>2,553,377</u>	<u>2,472,870</u>	<u>3,675,085</u>	
<u>\$ 19,077,929</u>	<u>\$ 18,569,379</u>	<u>\$ 18,887,299</u>	<u>\$ 18,649,594</u>	<u>\$ 19,666,907</u>	
\$ 36,189,103	\$ 32,514,249	\$ 34,432,647	\$ 33,690,269	\$ 32,736,350	
2,952,055	2,641,909	3,852,463	4,032,969	4,194,678	
<u>(1,684,157)</u>	<u>2,119,205</u>	<u>1,826,912</u>	<u>1,850,905</u>	<u>7,106,249</u>	
<u>\$ 37,457,001</u>	<u>\$ 37,275,363</u>	<u>\$ 40,112,022</u>	<u>\$ 39,574,143</u>	<u>\$ 44,037,277</u>	

City of Lomita
Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year				
	2023	2022	2021	2020	2019
Expenses:					
Governmental activities:					
General government	\$ 3,651,972	\$ 4,615,742	\$ 3,516,508	\$ 3,097,344	\$ 4,488,587
Public safety	4,624,434	4,385,150	4,122,368	3,843,357	3,633,645
Public works	1,584,797	1,557,665	2,345,393	1,830,924	1,496,818
Community development	1,022,436	985,098	720,677	691,477	683,449
Community services	1,684,425	701,673	713,824	861,971	920,398
Culture and Recreation	1,688,139	1,731,965	1,127,697	1,365,464	1,124,928
Total governmental activities expenses	<u>14,256,203</u>	<u>13,977,293</u>	<u>12,546,467</u>	<u>11,690,537</u>	<u>12,347,825</u>
Business-type activities:					
Water Enterprise Operating Expenses	<u>5,168,136</u>	<u>7,011,399</u>	<u>6,746,049</u>	<u>7,196,441</u>	<u>6,025,969</u>
Total business-type activities expenses	<u>5,168,136</u>	<u>7,011,399</u>	<u>6,746,049</u>	<u>7,196,441</u>	<u>6,025,969</u>
Total primary government expenses	<u>19,424,339</u>	<u>20,988,692</u>	<u>19,292,516</u>	<u>18,886,978</u>	<u>18,373,794</u>
Program revenues:					
Governmental activities:					
Charges for services:					
General government	60,000	160,000	60,000	60,000	60,000
Public safety	727,215	600,451	392,639	473,892	441,691
Public works	203,713	201,162	210,123	233,172	228,755
Community development	2,053,254	1,375,786	2,418,941	811,739	1,612,396
Community services	335,681	313,479	310,261	330,030	324,675
Cultural and Recreation	408,955	381,421	197,198	197,254	340,053
Operating grants and contributions	5,790,820	5,347,576	3,100,247	2,320,210	2,910,425
Capital grants and contributions	723,342	621,557	526,724	531,777	516,581
Total governmental activities program revenues	<u>10,302,980</u>	<u>9,001,432</u>	<u>7,216,133</u>	<u>4,958,074</u>	<u>6,434,576</u>
Business-type activities:					
Charges for services:					
Water	6,108,357	6,344,367	6,433,700	6,023,257	5,629,363
Operating grants and contributions	-	-	-	-	-
Capital grants and contributions	-	-	-	-	-
Total business-type activities program revenues	<u>6,108,357</u>	<u>6,344,367</u>	<u>6,433,700</u>	<u>6,023,257</u>	<u>5,629,363</u>
Total primary government program revenues	<u>16,411,337</u>	<u>15,345,799</u>	<u>13,649,833</u>	<u>10,981,331</u>	<u>12,063,939</u>
Net revenues (expenses):					
Governmental activities	(3,953,223)	(4,975,861)	(5,330,334)	(6,732,463)	(5,913,249)
Business-type activities	<u>940,221</u>	<u>(667,032)</u>	<u>(312,349)</u>	<u>(1,173,184)</u>	<u>(396,606)</u>
Total net revenues (expenses)	<u>(3,013,002)</u>	<u>(5,642,893)</u>	<u>(5,642,683)</u>	<u>(7,905,647)</u>	<u>(6,309,855)</u>

		Fiscal Year							
		2018	2017	2016	2015	2014			
\$	4,078,593	\$	3,507,091	\$	3,123,342	\$	2,899,057	\$	3,098,164
	3,549,113		3,309,683		3,108,606		3,016,259		3,110,281
	1,850,296		2,028,211		1,440,942		868,679		1,154,889
	878,350		763,932		816,396		732,230		870,304
	926,762		1,480,018		861,319		1,177,247		911,817
	1,388,433		1,199,067		1,196,613		1,205,707		1,162,065
	<u>12,671,547</u>		<u>12,288,002</u>		<u>10,547,218</u>		<u>9,899,179</u>		<u>10,307,520</u>
	<u>5,816,026</u>		<u>5,221,613</u>		<u>4,938,566</u>		<u>4,982,663</u>		<u>5,064,405</u>
	<u>5,816,026</u>		<u>5,221,613</u>		<u>4,938,566</u>		<u>4,982,663</u>		<u>5,064,405</u>
	<u>18,487,573</u>		<u>17,509,615</u>		<u>15,485,784</u>		<u>14,881,842</u>		<u>15,371,925</u>
	60,000		60,000		60,000		60,000		61,281
	386,780		373,933		364,735		377,159		297,550
	224,714		193,363		211,337		189,668		402,407
	992,241		846,262		1,075,688		1,413,611		1,159,824
	299,478		314,290		306,110		267,026		267,952
	430,563		368,800		334,994		261,195		236,828
	2,221,458		2,194,576		1,516,695		1,831,908		1,481,169
	713,374		779,612		328,664		417,909		982,808
	<u>5,328,608</u>		<u>5,130,836</u>		<u>4,198,223</u>		<u>4,818,476</u>		<u>4,889,819</u>
	5,330,322		4,789,815		4,435,449		4,594,551		4,566,793
	-		-		-		-		-
	<u>-</u>		<u>-</u>		<u>-</u>		<u>-</u>		<u>-</u>
	<u>5,330,322</u>		<u>4,789,815</u>		<u>4,435,449</u>		<u>4,594,551</u>		<u>4,566,793</u>
	10,658,930		9,920,651		8,633,672		9,413,027		9,456,612
	(7,342,939)		(7,157,166)		(6,348,995)		(5,080,703)		(5,417,701)
	(485,704)		(431,798)		(503,117)		(388,112)		(497,612)
	<u>(7,828,643)</u>		<u>(7,588,964)</u>		<u>(6,852,112)</u>		<u>(5,468,815)</u>		<u>(5,915,313)</u>

City of Lomita
Changes in Net Position, Continued
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year				
	2023	2022	2021	2020	2019
General revenues and other changes in net position:					
Governmental activities:					
Taxes:					
Property taxes	2,112,200	1,990,207	1,893,942	1,776,468	1,639,059
Sales tax	4,944,221	5,040,048	2,637,134	1,884,061	2,011,963
Transient occupancy taxes	230,035	133,484	198,839	148,228	185,632
Refuse Tax	346,598	327,045	303,799	285,240	267,502
Business Licence Tax	678,225	688,309	630,812	650,737	652,617
Franchise Taxes	410,506	384,293	368,062	350,249	347,479
Other taxes	45,942	75,521	283,986	50,165	54,910
Motor vehicle in lieu, unrestricted	2,789,586	2,633,390	2,520,716	2,390,550	2,263,193
Investment income (loss)	(316,365)	(915,599)	13,242	202,981	167,410
Other general revenues	1,003,914	31,015	72,943	84,428	143,293
Gain on sales of property	-	-	-	-	-
Transfers	<u>(1,730,488)</u>	<u>(1,269,512)</u>	<u>-</u>	<u>(800,000)</u>	<u>-</u>
Total governmental activities	<u>10,514,374</u>	<u>9,118,201</u>	<u>8,923,475</u>	<u>7,023,107</u>	<u>7,733,058</u>
Business-type activities:					
Investment income	90,970	10,472	7,720	73,877	78,302
Other	1,126,540	1,102,039	1,772,324	964,090	911,073
Transfers	<u>1,730,488</u>	<u>1,269,512</u>	<u>-</u>	<u>800,000</u>	<u>-</u>
Total business-type activities	<u>2,947,998</u>	<u>2,382,023</u>	<u>1,780,044</u>	<u>1,837,967</u>	<u>989,375</u>
Total primary government	<u>13,462,372</u>	<u>11,500,224</u>	<u>10,703,519</u>	<u>8,861,074</u>	<u>8,722,433</u>
Changes in net position					
Governmental activities	6,561,151	4,142,340	3,593,141	290,644	1,819,809
Business-type activities	<u>3,888,219</u>	<u>1,714,991</u>	<u>1,467,695</u>	<u>664,783</u>	<u>592,769</u>
Total primary government	<u>\$ 10,449,370</u>	<u>\$ 5,857,331</u>	<u>\$ 5,060,836</u>	<u>\$ 955,427</u>	<u>\$ 2,412,578</u>

Fiscal Year				
2018	2017	2016	2015	2014
1,657,387	1,523,888	1,748,361	1,807,043	1,840,685
1,769,925	1,625,596	1,474,499	1,289,649	1,336,438
180,278	178,239	150,091	133,642	122,510
258,776	253,270	243,783	242,841	235,523
617,755	544,333	550,167	584,131	505,590
345,511	335,077	400,033	357,134	360,228
51,760	16,000	4,000	20,550	7,000
2,142,009	2,038,861	1,939,675	1,842,511	1,762,032
(40,487)	7,322	138,154	67,806	60,760
33,113	341,477	406	11,226	10,310
-	-	-	-	-
-	2,733	-	-	-
<u>7,016,027</u>	<u>6,866,796</u>	<u>6,649,169</u>	<u>6,356,533</u>	<u>6,241,076</u>
10,737	9,563	7,447	4,128	5,035
983,517	827,067	733,375	871,796	750,446
-	(2,733)	-	-	-
<u>994,254</u>	<u>833,897</u>	<u>740,822</u>	<u>875,924</u>	<u>755,481</u>
<u>8,010,281</u>	<u>7,700,693</u>	<u>7,389,991</u>	<u>7,232,457</u>	<u>6,996,557</u>
(326,912)	(290,370)	300,174	1,275,830	823,375
<u>508,550</u>	<u>402,099</u>	<u>237,705</u>	<u>487,812</u>	<u>257,869</u>
<u>\$ 181,638</u>	<u>\$ 111,729</u>	<u>\$ 537,879</u>	<u>\$ 1,763,642</u>	<u>\$ 1,081,244</u>

City of Lomita
Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

	Fiscal Year				
	2023	2022	2021	2020	2019
General fund:					
Nonspendable	\$ 22,805	\$ 28,777	\$ 25,095	\$ 24,561	\$ 22,444
Committed	85,744	85,744	85,744	85,744	85,744
Assigned	9,022,199	7,334,625	6,304,510	5,591,510	5,853,930
Unassigned	<u>1,531,302</u>	<u>1,105,086</u>	<u>1,098,165</u>	<u>980,273</u>	<u>980,422</u>
Total general fund	<u>10,662,050</u>	<u>8,554,232</u>	<u>7,513,514</u>	<u>6,682,088</u>	<u>6,942,540</u>
All other governmental funds:					
Nonspendable	4,030	3,670	3,332	4,095	5,016
Restricted	4,070,880	3,409,072	2,767,734	1,879,238	1,382,246
Committed	3,834,124	2,841,524	2,850,143	2,400,803	1,777,503
Assigned	2,296,719	1,552,838	1,505,677	855,145	837,747
Unassigned	<u>1,230,439</u>	<u>857,321</u>	<u>(106,537)</u>	<u>(266,125)</u>	<u>(10,268)</u>
Total all other governmental funds	<u>11,436,192</u>	<u>8,664,425</u>	<u>7,020,349</u>	<u>4,873,156</u>	<u>3,992,244</u>
Grand Total	22,098,242	17,218,657	14,533,863	11,555,244	10,934,784

Fiscal Year				
2018	2017	2016	2015	2014
\$ 20,384	\$ 18,896	\$ 499,516	\$ 281,510	\$ 354,869
89,343	89,343	104,132	22,500	-
5,274,835	5,180,075	4,986,341	4,111,396	3,885,436
<u>1,002,484</u>	<u>1,544,373</u>	<u>789,516</u>	<u>1,516,969</u>	<u>832,656</u>
<u>6,387,046</u>	<u>6,832,687</u>	<u>6,379,505</u>	<u>5,932,375</u>	<u>5,072,961</u>
3,053	6,185	1,130	1,227	1,376
987,480	602,516	1,151,250	1,137,673	1,727,257
1,229,487	1,192,592	1,318,552	1,548,912	-
746,778	877,480	1,210,815	843,681	1,908,056
<u>(505,587)</u>	<u>(375,303)</u>	<u>(2,785)</u>	<u>(177,025)</u>	<u>(120,511)</u>
<u>2,461,211</u>	<u>2,303,470</u>	<u>3,678,962</u>	<u>3,354,468</u>	<u>3,516,178</u>
8,848,257	9,136,157	10,058,467	9,286,843	8,589,139

City of Lomita
Changes in Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

	Fiscal Year				
	2023	2022	2021	2020	2019
Revenues:					
Taxes and assessments	\$ 9,426,524	\$ 9,293,309	\$ 6,922,990	\$ 5,619,851	\$ 5,578,097
Intergovernmental	9,352,488	8,392,801	5,788,221	4,784,452	5,808,278
Licenses and permits	2,112,485	1,315,005	2,428,326	886,378	1,768,927
Charges for services	8,818	9,466	7,824	20,390	26,937
Fines and forfeitures	818,565	619,001	394,939	496,842	463,291
Investment income (loss)	(174,784)	(899,406)	23,839	321,521	247,567
Rental income	569,171	537,171	493,144	521,382	527,172
Other	404,961	120,377	76,341	126,436	233,783
Total revenues	<u>22,518,228</u>	<u>19,387,724</u>	<u>16,135,624</u>	<u>12,777,252</u>	<u>14,654,052</u>
Expenditures					
Current:					
General government	3,961,115	3,654,560	2,909,752	2,738,871	3,803,130
Community development	1,124,403	914,687	685,949	663,348	656,309
Community services	1,681,448	686,419	691,979	840,928	901,046
Public works	1,307,722	1,371,232	1,345,083	1,194,563	1,058,516
Public safety	4,642,386	4,371,832	4,119,547	3,842,231	3,632,226
Cultural and recreation	1,848,705	1,551,436	1,096,712	1,353,101	1,109,354
Capital outlay	775,131	2,285,223	907,943	532,191	1,205,694
Debt service:					
Principal retirement	41,500	3,823	-	-	-
Interest and fiscal charges	-	-	-	-	-
Total expenditures	<u>15,382,410</u>	<u>14,839,212</u>	<u>11,756,965</u>	<u>11,165,233</u>	<u>12,366,275</u>
Excess (deficiency) of revenues over (under) expenditures	<u>7,135,818</u>	<u>4,548,512</u>	<u>4,378,659</u>	<u>1,612,019</u>	<u>2,287,777</u>
Other financing sources (uses):					
Transfers in	1,382,860	980,164	923,260	12,000	338,343
Transfers out	(3,821,828)	(2,862,606)	(2,323,260)	(812,000)	(538,343)
Proceeds from leases	182,735	18,724	-	-	-
Issuance of bonds	-	-	-	-	-
Payment to bond escrow agent	-	-	-	-	-
Total other financing sources (uses)	<u>(2,256,233)</u>	<u>(1,863,718)</u>	<u>(1,400,000)</u>	<u>(800,000)</u>	<u>(200,000)</u>
Net change in fund balances	<u>4,879,585</u>	<u>2,684,794</u>	<u>2,978,659</u>	<u>812,019</u>	<u>2,087,777</u>
ratio of total debt service expenditures to total noncapital expenditures.	<u>0.28%</u>	<u>0.03%</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>

		Fiscal Year							
		2018	2017	2016	2015	2014			
\$	5,390,929	\$	4,929,177	\$	5,036,023	\$	5,100,944	\$	5,050,191
	4,604,060		3,713,536		3,715,286		3,485,555		3,914,285
	1,150,494		1,054,795		1,250,947		1,558,515		1,356,968
	25,384		20,210		19,571		20,628		20,051
	444,580		376,733		372,735		387,659		297,550
	(31,440)		20,354		147,297		72,312		67,288
	511,890		489,831		514,200		444,488		430,481
	95,697		756,655		62,772		59,673		62,136
	<u>12,191,594</u>		<u>11,361,291</u>		<u>11,118,831</u>		<u>11,129,774</u>		<u>11,198,950</u>
	3,047,279		2,687,690		2,735,363		2,553,174		2,694,870
	857,609		745,442		799,282		722,548		849,720
	908,870		1,464,068		846,556		1,168,895		894,060
	1,047,337		1,072,359		925,359		783,041		747,972
	3,549,113		3,309,683		3,108,606		3,016,259		3,110,281
	1,388,433		1,199,067		1,196,613		1,205,707		1,162,065
	1,608,353		1,768,025		710,564		927,446		1,820,774
	-		-		-		-		-
	<u>-</u>		<u>-</u>		<u>-</u>		<u>-</u>		<u>-</u>
	<u>12,406,994</u>		<u>12,246,334</u>		<u>10,322,343</u>		<u>10,377,070</u>		<u>11,279,742</u>
	(215,400)		(885,043)		796,488		752,704		(80,792)
	357,616		135,490		339,569		317,553		467,221
	(430,116)		(172,757)		(439,569)		(372,553)		(492,221)
	-		-		-		-		-
	-		-		-		-		-
	-		-		-		-		-
	<u>(72,500)</u>		<u>(37,267)</u>		<u>(100,000)</u>		<u>(55,000)</u>		<u>(25,000)</u>
	<u>(287,900)</u>		<u>(922,310)</u>		<u>696,488</u>		<u>697,704</u>		<u>(105,792)</u>
<u>n/a</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>

City of Lomita
Assessed Value and Estimated Actual Value of Taxable Property
Last Ten Fiscal Years

Fiscal Year Ended June 30	City			Taxable Assessed Value	Percent Change	Parcel Counts				Total Direct Tax Rate
	Secured	Unsecured	Less: Exemptions ¹			Residential	Income	Industrial	Total	
2013/14	1,835,389,728	30,658,161		1,866,047,889	3.62%	4,581	475	16	5,072	0.10263%
2014/15	1,909,903,891	32,194,065		1,942,097,956	4.08%	4,583	473	16	5,072	0.10263%
2015/16	2,014,069,980	31,249,739		2,045,319,719	5.31%	4,579	477	16	5,072	0.10263%
2016/17	2,117,244,522	32,349,456		2,149,593,978	5.10%	4,580	477	15	5,072	0.10263%
2017/18	2,225,454,844	31,629,569		2,257,084,413	5.00%	4,580	475	15	5,070	0.10263%
2018/19	2,351,141,143	35,125,603		2,386,266,746	5.72%	4,598	475	14	5,087	0.10263%
2019/20	2,520,927,188	35,884,762		2,556,811,950	7.15%	4,602	470	14	5,086	0.10263%
2020/21	2,665,742,123	36,097,437		2,701,839,560	5.67%	4,613	473	14	5,100	0.10263%
2021/22	2,729,191,737	34,661,192		2,763,852,929	2.30%	4,632	473	14	5,119	0.10263%
2022/23	2,893,245,881	38,292,998		2,931,538,879	6.07%	4,631	472	14	5,117	0.10263%

In 1978 the voters of the State of California passed Proposition 13 which limited property taxes to a total maximum rate of 1% based upon the assessed value of the property being taxed. Each year, the assessed value of property may be increased by an "inflation factor" (limited to a maximum increase of 2%). With few exceptions, property is only re-assessed at the time that it is sold to a new owner. At that point, the new assessed value is reassessed at the purchase price of the property sold. The assessed valuation data shown above represents the only data currently available with respect to the actual market value of taxable property and is subject to the limitations described above.

Source: HdL, Coren & Cone
 County of Los Angeles, Auditor-Controller Office/Tax Division

City of Lomita
Direct and Overlapping Property Tax Rates
(Rate per \$100 of assessed value)
Last Ten Fiscal Years

	Fiscal Year									
	2023	2022	2021	2020	2019	2018	2017	2016 ⁽²⁾	2015	2014
City Direct Rates:										
City Lomita Tax District 1	0.066600	0.066600	0.066600	0.066600	0.066600	0.066600	0.066550	0.066550	0.066550	0.066550
Lomita Waterworks	<u>0.036100</u>	<u>0.036100</u>	<u>0.036100</u>	<u>0.036100</u>	<u>0.036100</u>	<u>0.036100</u>	<u>0.036080</u>	<u>0.036080</u>	<u>0.036080</u>	<u>0.036080</u>
Total City Direct Rate	0.102700	0.102700	0.102700	0.102700	0.102700	0.102700	0.102630	0.102630	0.102630	0.102630
LA County General	0.214700	0.214700	0.214700	0.214700	0.214700	0.214700	0.214700	0.214700	0.214700	0.214700
LA County Other	0.209050	0.209050	0.209050	0.209050	0.209050	0.209050	0.209110	0.209110	0.209110	0.209110
Water Replenishment S.C.	0.000160	0.000160	0.000160	0.000160	0.000160	0.000160	0.000160	0.000160	0.000160	0.000160
LA Sanitary District	0.011090	0.011090	0.011090	0.011090	0.011090	0.011090	0.011090	0.011090	0.011090	0.011090
LA Unified School District	0.207800	0.207800	0.207800	0.207800	0.207800	0.207800	0.207830	0.207830	0.207830	0.207830
Educational Revenue Augmentation Fund	0.204800	0.204800	0.204800	0.204800	0.204800	0.204800	0.204800	0.204800	0.204800	0.204800
LA Community College	0.028200	0.028200	0.028200	0.028200	0.028200	0.028200	0.028200	0.028200	0.028200	0.028200
LA County Library	0.021500	0.021500	0.021500	0.021500	0.021500	0.021500	0.021480	0.021480	0.021480	0.021480
Total Prop 13 Rate	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000	1.000000
Overlapping Rates:										
LA County Bonds	0.024880	0.043760	0.040160	0.027170	0.046210	0.045990	0.035960	0.035750	0.040170	0.044540
LA County Storm Drain	-	-	-	-	-	-	-	-	-	-
LA Unified School Bonds	0.121070	0.113230	0.139930	0.125520	0.123230	0.122190	0.131100	0.129710	0.146880	0.146440
Palos Verdes Peninsula	-	-	-	-	-	-	-	-	0.023290	0.023110
West Basin MWD	0.003500	0.003500	0.003500	0.003500	0.003500	0.003500	0.003500	0.003500	0.003500	0.003500
Voter Approved Rate	<u>0.149450</u>	<u>0.160490</u>	<u>0.183590</u>	<u>0.156190</u>	<u>0.172940</u>	<u>0.171680</u>	<u>0.170560</u>	<u>0.168960</u>	<u>0.213840</u>	<u>0.217590</u>
Total Tax Rate	<u>1.149450</u>	<u>1.160490</u>	<u>1.183590</u>	<u>1.156190</u>	<u>1.172940</u>	<u>1.171680</u>	<u>1.170560</u>	<u>1.168960</u>	<u>1.213840</u>	<u>1.217590</u>

In 1978, California voters passed Proposition 13 which sets the property tax rate at a 1.00% fixed amount. This 1.00% is shared by all taxing agencies for which the subject property resides within. In addition to the 1.00% fixed amount, property owners are charged taxes as a percentage of assessed property values for the payment of the Los Angeles Unified School District bonds.

Source: L.A. County Assessor 2012/13-2021/22 Tax Rate Table, HdL, Coren & Cone

**City of Lomita
Principal Property Owners
Current Year and Prior Year
Top Ten**

Taxpayer	Parcels	Use	2022/23		2021/22	
			Taxable Assessed Value	Percent of Total City Taxable Assessed Value	Taxable Assessed Value	Percent of Total City Taxable Assessed Value
Weiss Investment Properties LP	2	r	18,581,095	0.63%	18,216,909	0.62%
Sabra Lomita LP	1	i	18,559,817	0.63%	18,195,900	0.62%
Spectrum Pacific West LLC	4	u	15,759,014	0.54%	14,905,555	0.51%
Vista Verde Center LLC	1	c	11,773,198	0.40%	11,542,352	0.39%
Lomita & Crenshaw Acquisition	5	c	11,681,632	0.40%	11,452,584	0.39%
BRFI Lomita LLC	3	c	11,165,263	0.38%	12,922,711	0.44%
Mittal Legacy LP	8	r	10,758,895	0.37%	-	0.00%
JCM Homes LLC	21	r	10,610,254	0.36%	10,610,254	0.36%
William B Ghadimi	1	r	9,843,489	0.34%	-	0.00%
Spencer Plaza LLC	10	r	9,569,909	0.33%	9,382,272	0.32%
Top Ten Totals			<u>128,302,566</u>	<u>4.38%</u>	<u>107,228,537</u>	<u>3.66%</u>
City Totals			\$ 2,931,538,879		\$ 2,514,269,367	
USE:						
Commercial		c				
Institutional		i				
Residential		r				
Unsecured		u				
Vacant		v				

Source: L.A. County Assessor 2022/23 Combined Tax Rolls and the SBE Non Unitary Tax Roll, HdL, Coren & Cone

City of Lomita
Property Tax Levies and Collections
Last Ten Fiscal Years

Fiscal Year Ended June 30	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of Levy		Collections in Subsequent Years	Total Collections to Date	
		Amount	Percent of Levy		Amount	Percent of Levy
2014	1,815,291	51,992	2.86%	138,221	190,213	10.48%
2015	1,945,923	61,109	3.14%	136,902	198,011	10.18%
2016	2,056,573	69,970	3.40%	136,059	206,028	10.02%
2017	2,158,376	89,443	4.14%	85,746	175,188	8.12%
2018	2,279,687	110,520	4.85%	86,460	196,980	8.64%
2019	2,361,888	81,748	3.46%	89,503	171,251	7.25%
2020	2,550,889 ⁽¹⁾	106,504	4.18%	88,844	195,348	7.66%
2021	2,702,917	113,995	4.22%	98,421	212,416	7.86%
2022	2,803,540	181,539	6.48%	105,687	287,226	10.25%
2023	2,961,666	114,457	3.86%	111,787	226,244	7.64%

NOTE: The amounts presented include City property taxes and Redevelopment Agency tax increment. This schedule also includes amounts collected by the City and Redevelopment Agency that were passed-through to other agencies.

⁽¹⁾ Correction for fiscal year 2020

Source: Los Angeles County Auditor Controller's Office

City of Lomita
Ratios of Outstanding Debt by Type
Last Ten Fiscal Years

Fiscal Year Ended June 30	Governmental Activities					Total Governmental Activities
	Tax	Revenue	Pension	Certificates		
	Allocation	Bonds	Obligation	of		
	Bonds	Bonds	Ref Bonds	Participation	Other	
2014	n/a	n/a	n/a	n/a	n/a	-
2015	n/a	n/a	n/a	n/a	n/a	-
2016	n/a	n/a	n/a	n/a	n/a	-
2017	n/a	n/a	n/a	n/a	n/a	-
2018	n/a	n/a	n/a	n/a	n/a	-
2019	n/a	n/a	n/a	n/a	n/a	-
2020	n/a	n/a	n/a	n/a	n/a	-
2021	n/a	n/a	n/a	n/a	n/a	-
2022	n/a	n/a	n/a	n/a	n/a	-
2023	n/a	n/a	n/a	n/a	n/a	-

Notes: Details regarding the City's outstanding debt can be found in the notes to the financial statements.
 In July 2021, the City refunded the 2016 Water Revenue Refunding Bonds with a Private Placement Loan in the amount of \$6,081,000

⁽¹⁾ Net of discount

Business-type Activities					
Certificates of Participation ⁽¹⁾	Other	Total Business-type Activities	Total Primary Government	Percentage of Personal Income	Debt per Capita
6,757,536	n/a	6,757,536	6,757,536	8.83%	331
6,600,347	n/a	6,600,347	6,600,347	9.01%	323
7,200,000	n/a	7,200,000	7,200,000	8.16%	355
6,985,000	n/a	6,985,000	6,985,000	8.82%	342
6,750,000	n/a	6,750,000	6,750,000	9.90%	326
6,505,000	n/a	6,505,000	6,505,000	10.62%	314
6,255,000	n/a	6,255,000	6,255,000	12.34%	304
5,995,000	n/a	5,995,000	5,995,000	13.05%	293
5,744,000	n/a	5,744,000	5,744,000	13.54%	291
5,416,000	n/a	5,416,000	5,416,000	16.25%	270

City of Lomita
Legal Debt Margin Information
Last Ten Fiscal Years (in thousands of dollars)

	2023	2022	2021	2020	2019
Assessed valuation	\$ 2,931,538,879	\$ 2,763,852,929	\$ 2,653,562,437	\$ 2,514,269,367	\$ 2,386,266,746
Conversion percentage	25.00%	25.00%	25.00%	25.00%	25.00%
Adjusted assessed valuation	732,884,720	690,963,232	663,390,609	628,567,342	596,566,687
Debt limit percentage	15.00%	15.00%	15.00%	15.00%	15.00%
Debt limit	109,932,708	103,644,485	99,508,591	94,285,101	89,485,003
Total net debt applicable to limit:					
General obligation bonds	-	-	-	-	-
Legal debt margin	\$ 109,932,708	\$ 103,644,485	\$ 99,508,591	\$ 94,285,101	\$ 89,485,003
Total net debt applicable to the limit as a percent of debt limit	0%	0%	0%	0%	0%
Lomita Long Term Debt outstanding:	5,416,000	5,744,000	5,995,000	6,255,000	6,505,000
Debt per capita:	269.56	278.39	293.43	304.44	313.71
Debt as a percentage of personal income:	16.25%	13.54%	13.05%	12.34%	10.62%

Section 43605 of the Government Code of the State of California provides for a legal debt limit of 15% of gross assessed valuation. However, this provision was enacted when assessed valuation was based upon 25% OF MARKET VALUE. Effective with 1981-82 fiscal year, each parcel is now assessed at 100% of market value (as of the most recent change in ownership for that parcel). The Computations shown above reflect a conversion of assessed valuation data for each fiscal year from current full valuation perspective to the 25% level that was in effect at the time the legal debt margin was enacted by the State of California for local governments located within the State.

In July 2021, the City refunded the 2016 Water Revenue Refunding Bonds with a Private Placement Loan in the amount of \$6,081,000

2018	2017	2016	2015	2014
\$ 2,257,084,413	\$ 2,149,593,978	\$ 2,045,319,719	\$ 1,942,097,956	\$ 1,866,047,889
25.00%	25.00%	25.00%	25.00%	25.00%
564,271,103	537,398,495	511,329,930	485,524,489	466,511,972
15.00%	15.00%	15.00%	15.00%	15.00%
84,640,665	80,609,774	76,699,489	72,828,673	69,976,796
-	-	-	-	-
\$ 84,640,665	\$ 80,609,774	\$ 76,699,489	\$ 72,828,673	\$ 69,976,796
0%	0%	0%	0%	0%
6,750,000	6,985,000	7,200,000	6,665,000	6,825,000
325.85	342.35	354.85	322.92	330.83
9.90%	8.82%	8.16%	9.01%	8.83%

City of Lomita
Pledged Revenue Coverage
Last Ten Years

Fiscal Year Ended June 30	Certificates of Participation							Coverage
	Water Revenue*	Less Operating Expenses**	Net Available Revenue	Debt Service		Total		
				Principal	Interest			
2014	\$ 5,317,239	\$ 4,254,309	\$ 1,062,930	\$ 155,000	\$ 344,713	\$ 499,713	2.13	
2015	\$ 5,466,347	\$ 4,080,838	\$ 1,385,509	\$ 160,000	\$ 338,513	\$ 498,513	2.78	
2016	\$ 5,168,824	\$ 4,032,400	\$ 1,136,424	\$ 170,000	\$ 332,113	\$ 502,113	2.26	
2017	\$ 5,616,882	\$ 4,321,380	\$ 1,295,502	\$ 215,000	\$ 251,550	\$ 466,550	2.78	
2018	\$ 6,313,840	\$ 4,858,095	\$ 1,455,744 ⁽¹⁾	\$ 235,000	\$ 227,013	\$ 462,013	3.15	
2019	\$ 6,540,437	\$ 5,063,714	\$ 1,476,723	\$ 245,000	\$ 219,375	\$ 464,375	3.18	
2020	\$ 6,921,842	\$ 5,486,250	\$ 1,435,593 ⁽²⁾	\$ 250,000	\$ 211,413	\$ 461,413	3.11	
2021	\$ 8,206,024	\$ 5,764,712	\$ 2,441,312	\$ 260,000	\$ 203,288	\$ 463,288	5.27	
2022	\$ 7,446,407	\$ 6,421,035	\$ 1,025,372	\$ 337,000	\$ 127,129	\$ 464,129	2.21	
2023	\$ 7,234,936	\$ 4,950,569	\$ 2,284,367	\$ 328,000	\$ 137,008	\$ 465,008	4.91	

* Excludes interest income

** Excludes depreciation and interest income

Notes: Details regarding the City's Water Fund outstanding debt can be found in the notes to the financial statements.

In July 2021, the City refunded the 2016 Water Revenue Refunding Bonds with a Private Placement Loan in the amount of \$6,081,000

⁽¹⁾ Correction for fiscal year 2018

⁽²⁾ Correction for fiscal year 2020

Source: City of Lomita, Administrative Services Department - Finance

City of Lomita
Direct and Overlapping Debt
June 30, 2023

City Assessed Valuation		\$	2,931,538,879	
Redevelopment Agency Incremental Valuation			-	
Total Assessed Valuation		\$	<u>2,931,538,879</u>	
				Estimated
	Percentage		Outstanding	Share of
	Applicable ¹		Debt 6/30/23	Overlapping
				Debt
Overlapping Debt Repaid with Property Taxes:				
LA Unified School District General Obligation Bonds	0.000%	\$	-	-
LA Community College District	0.000%		-	-
LA Unified School District Lease Tax Obligations	0.000%		-	-
LA County Water District, I.D. No. 54	0.000%		-	-
LA County Water District, I.D. No. 55	0.000%		-	-
			<u>-</u>	<u>-</u>
Total overlapping debt repaid with property taxes			-	-
Overlapping Other Debt:				
Palos Verdes Pen USD		\$	-	
LA County Board of Education Certificates of Participation	0.274%		4,500,730,000	12,332,000
LA Unified School District Certificates of Participation	0.334%		10,704,725,000	35,753,782
West Basin County Water District Certificates of Participation	0.081%		19,215,000	15,564
			<u>15,224,670,000</u>	<u>48,101,346</u>
Total overlapping other debt			15,224,670,000	48,101,346
Total overlapping debt		\$	<u>15,224,670,000</u>	<u>48,101,346</u>
City direct debt				-
Total direct and overlapping debt				¹ \$ <u>48,101,346</u>

Notes:

¹ For debt repaid with property taxes, the percentage of overlapping debt applicable is estimated using taxable assessed property values. Applicable percentages were estimated by determining the portion of another governmental unit's taxable assessed value that is within the city's boundaries and dividing it by each unit's total taxable assessed value.

Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the City. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of the City. This process recognizes that, when considering the City's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt, of each overlapping government.

Source: HdL Coren & Cone, Los Angeles County Assessor's Office

City of Lomita
Top 25 Sales Tax Producers
(Miscellaneous Information)
Current Calendar Year and Nine Years Ago

Calendar Year 2022

Calendar Year 2013

	Tax Payers	Business Type
1	7 Eleven	Convenience Stores/Liquor
2	99 Cents Only	Variety Stores
3	ARCO AM/PM	Service Stations
4	ARCO AM/PM	Service Stations
5	Auto Zone	Automotive Supply Stores
6	Battaglia's Title	Building Materials
7	Big Lots	Variety Stores
8	Bites & Bashes	Casual Dining
9	California Pro Sports	Sporting Goods/Bike Stores
10	CVS Pharmacy	Drug Stores
11	Discount Pool & Spa Supply	Specialty Stores
12	Enterprise Rent A Car	Transportation/Rentals
13	Harbor Freight Tools	Building Materials
14	Hot N Tot	Casual Dining
15	I D Systems & Supplies	Light Industrial/Printers
16	Jims Auto Sales	Used Automotive Dealers
17	Lomita Feed Store	Gardening/Agricultural Supplies
18	Lomita Shell	Service Stations
19	Pacific Coast Hobbies	Specialty Stores
20	Popeyes Louisiana Kitchen	Quick-Service Restaurants
21	Shell	Service Stations
22	Sushi Delight	Casual Dining
23	Szchwan Chinese	Casual Dining
24	Taco Bell/Pizze Hut	Quick-Service Restaurants
25	Thompson Building Materials	Building Materials

	Tax Payers	Business Type
	99 Cents Only	Variety Stores
	Albertsons	Grocery Stores
	Arco AM/PM	Service Stations
	Arco AM/PM	Service Stations
	AutoZone	Automotive Supply Stores
	Big Lots	Variety Stores
	California Pro Sports	Sporting Goods/Bike Stores
	CVS Pharmacy	Drug Stores
	Cycle Gear	Boats/Motorcycles
	Discount Pool & Spa Supply	Specialty Stores
	Enterprise Rent A Car	Transportation/Rentals
	Harbor Freight Tools	Building Materials
	Hertz Rent A Car	Transportation/Rentals
	Hot N Tot	Casual Dining
	Jims Auto Sales	Used Automotive Dealers
	KFC	Quick-Service Restaurants
	Lees Tires	Automotive Supply Stores
	Lomita Feed Store	Gardening/Agricultural Supplies
	Lomita Shell	Service Stations
	Pacific Coast Hobbies	Specialty Stores
	Redondo Beach Towing	Transportation/Rentals
	Shell	Service Stations
	Sprint	Electronics/Appliance Stores
	Taco Bell/Pizze Hut	Quick-Service Restaurants
	Thompson Building Materials	Building Materials

-Account for 61.24%
of the total sales tax collected.

-Account for 63.13%
of the total sales tax collected.

*** The names are listed in alphabetical order, not sales tax volume.

Source: HdL Companies, State Board of Equalization, California Department of Taxes and Fees Administration, State Controller's Office
 Period: January 2022 Thru December 2022

City of Lomita
Demographic and Economic Statistics
Last Ten Calendar Years

Calendar Year	City of Lomita Population ⁽¹⁾	Median Age ⁽²⁾	Personal Income (in thousands) ⁽³⁾	Per Capital Personal Income ⁽⁴⁾	Lomita Unemployment Rate ⁽⁵⁾
2014	20,630	39.5	602,417	29,201	5.5%
2015	20,640	40.3	600,583	29,098	5.9%
2016	20,290	40.3	587,263	28,943	4.8%
2017	20,403	40.8	615,782	30,180	3.7%
2018	20,715	40.4	668,303	32,261	4.6%
2019	20,736	40.7	690,910	33,275	4.3%
2020	20,549	40.1	771,963	37,566	16.5%
2021	20,431	40.1	782,242	38,287	5.6%
2022	20,633	40.5	777,527	37,683	2.3%
2023	20,092	39.5	880,182	43,807	2.2%

Source: ⁽¹⁾ California State Department of Finance
⁽²⁾ U.S. Department of Commerce Bureau of Economic Analysis, Census Bureau
⁽³⁾ U.S. Department of Commerce Bureau of Economic Analysis, Census Bureau
⁽⁴⁾ U.S. Department of Commerce Bureau of Economic Analysis, Census Bureau
⁽⁵⁾ California Employment Development Department

**City of Lomita
Principal Employers
Current Year and Nine Years Ago**

Employer	Business Type	2023		2014	
		Number of Employees	Percent of Total Employment	Number of Employees	Percent of Total Employment
Lomita Post-Acute Care Center	Nursing Facility	132	1.23%	80	0.76%
WDC Kitchen & Bath Center	Retail	100	0.93%	n/a	n/a
City of Lomita	Government	90	0.84%	85	0.81%
Kaiser Permanente	Medical	66	0.62%	n/a	n/a
Palos Verdes Health Care Center	Nursing Facility	50	0.47%	42	0.40%
Nishiyamoto Acedemy of California	Education	44	0.41%	n/a	n/a
CVS	Retail	47	0.44%	n/a	n/a
99 Cents Only Store LLC	Retail	39	0.36%	n/a	n/a
Thompson Building Materials	Building	38	0.36%	40	0.38%
Travers Tree Service	Service	30	0.28%	60	n/a
Western Veterinary Group	Animal Services	29	0.27%	n/a	n/a
Total Top Ten Employers		665		307	
Total City Employment		10,700		10,500	

NOTE: Non-Governmental Employers.

Several potential businesses that may qualify for Top 10 ranking. However, current employee counts were unattainable at the time of report preparation. Previous historical data is not available.

Source: City of Lomita, Economic Development Department
State of California, Employment Development Department

City of Lomita
Full-time and Part-time City Employees
by Function
Last Ten Fiscal Years

Function	Full-Time and Part-time Employees as of June 30									
	2023	2022	2021	2020	2019	2018	2017	2016 ⁽²⁾	2015	2014
General government	20	12	14	12	12	9	12	11	12	13
Public safety ⁽¹⁾	-	-	-	-	-	-	-	-	-	-
Public works	16	12	13	10	9	10	9	7	8	6
Community Services	5	5	5	5	6	4	10	8	10	16
Water	7	6	7	7	7	7	7	6	6	5
Community Development	5	5	3	4	3	6	6	4	3	5
Parks and Recreation	<u>37</u>	<u>37</u>	<u>34</u>	<u>37</u>	<u>42</u>	<u>49</u>	<u>46</u>	<u>43</u>	<u>42</u>	<u>40</u>
Total	<u>90</u>	<u>77</u>	<u>76</u>	<u>75</u>	<u>79</u>	<u>85</u>	<u>90</u>	<u>79</u>	<u>81</u>	<u>85</u>

⁽¹⁾ Police and fire services are provided by Los Angeles County.

⁽²⁾ Correction for fiscal year 2016.

Source: City of Lomita, Administrative Services Department - Finance

City of Lomita
Operating Indicators
by Function
Last Ten Fiscal Years

	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
⁽¹⁾ Police:										
Arrests	513	477	663	815	994	865	913	n/a	n/a	n/a
Parking citations issued	9838	9001	7368	6001	6612	6201	5564	5380	6124	4048
⁽²⁾ Fire:										
Number of emergency calls	2006	1804	1016	1740	2920	1827	1816	1770	1476	n/a
Inspections	804	899	0	200	1488	763	579	n/a	n/a	n/a
Public works:										
Street resurfacing (miles)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Parks and recreation:										
Number of recreation classes	184	186	18	331	319	278	328	295	269	193
Number of facility rentals	378	403	10	179	407	475	402	344	422	530
Water:										
New connections	-	-	-	-	-	-	-	-	-	-
Average daily consumption (thousands of gallons)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Sewer:										
New connections	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Average daily sewage treatment (thousands of gallons)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

⁽¹⁾ Deputy Sheriffs and Community Service Officers are provided through a contract with the Los Angeles County Sheriff's Department.

⁽²⁾ Fire Protection and Fire Personnel are provided through a contract with the Los Angeles County Fire Department.
 Due Covid-19 pandemic, business inspections are on hold and there no Brush inspections.

n/a Data is unavailable to include in this report.

Source: City of Lomita, Administrative Services Department
 Los Angeles County Fire Department

**City of Lomita
Capital Asset Statistics
by Function
Last Ten Fiscal Years**

	<u>Fiscal Year</u>									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
(1) Police:										
Stations	1	1	1	1	1	1	1	1	1	1
(2) Fire:										
Fire stations	1	1	1	1	1	1	1	1	1	1
Public works:										
Streets (miles) ⁽⁵⁾	31.90	31.90	31.90	33.20	31.00	31.00	31.00	31.00	31.00	31.00
Streetlights	58	58	58	58	58	58	58	58	58	58
Traffic signals	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Parks and recreation:										
Parks	7	7	7	7	7	7	7	7	6	6
Rail Road Museum	1	1	1	1	1	1	1	1	1	1
Community centers	1	1	1	1	1	1	1	1	1	1
Water System :										
Length of Pipes (LF) ⁽³⁾	228,975	228,975	228,975	228,975	228,015	228,015	228,015	228,015	228,015	217,305
Number of Pump Stations	3	3	3	3	3	3	3	3	3	3
Number of Catch Basin ⁽⁶⁾	69	69	69	72	69	69	42	42	42	42
Number of Service Connection	4,357	4,357	4,357	4,357	4,314	4,314	4,312	4,241	4,241	4,241
Sewer System:										
Length of Pipes (LF) ⁽⁴⁾	188,415	188,415	188,415	188,415	173,931	173,931	173,931	173,931	173,931	173,931
Number of manholes	883	883	883	883	882	882	882	882	882	882
Maximum daily treatment capacity (thousands of gallons)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

(1) Deputy Sheriffs and Community Service Officers are provided through a contract with the Los Angeles County Sheriff's Department.

(2) Fire Protection and Fire Personnel are provided through a contract with the Los Angeles County Fire Department.

(3) Corrected length of pipes in lateral feet to match our 2019 Water Loss Audit Report, 2015 Water Master Plan, 2004 Water Master Plan.

(4) Corrected length of pipes in lateral feet to match our 2016 Sewer System Management Plan

(5) Corrected miles to match our 2020 Pavement Management Plan

(6) Corrected catch basins - City of Lomita Public Works performed field check; three basins either erroneous or duplicates.

n/a Data is unavailable to include in this report.

Source: City of Lomita, Administrative Services Department
Los Angeles County Fire Department
Los Angeles County Department of Public Works

City of Lomita
Water Department
Water Sold by Type of Customer
Last Ten Fiscal Years

	Fiscal Year									
	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
Type of Customer:										
Residential	4,003 ⁽²⁾	3,970 ⁽²⁾	4,004 ⁽¹⁾	3,966 ⁽²⁾	3,975 ⁽¹⁾	3,971 ⁽¹⁾	3,960 ⁽¹⁾	3,849 ⁽²⁾	3,917 ⁽¹⁾	3,902
Schools	21	21	21	21	25	25	21	21 ⁽¹⁾	17	17
Commercial	283 ⁽¹⁾	281 ⁽¹⁾	279	279 ⁽¹⁾	270 ⁽¹⁾	266	261	246	246	246
Churches	31	31	30 ⁽²⁾	31	31	31	32	32	31	31
Government	72	72	72	72 ⁽¹⁾	17	17	14	12	10	10
City	18	18	18	18	19	19	18	15	13	13
Total	4,428	4,393	4,424	4,337	4,329	4,306	4,175	4,234	4,219	4,219
Total direct rate per 748 gallons	5.03	4.79	4.79	4.79	4.43	4.12	3.81	3.53	3.53	3.01

- ⁽¹⁾ New development
- ⁽²⁾ Vacancies
- ⁽³⁾ Type correction

Source: City of Lomita, Administrative Services Department - Finance

City of Lomita
Water Department
Water Rates
Last Ten Fiscal Years

Fiscal Year Ended June 30	Bi-Monthly Base Rate	Rate per 748 Gallons
2014	39.16	3.01
2015 ⁽¹⁾	36.90	3.53
2016	36.90	3.53
2017	39.73	3.81
2018	42.90	4.12
2019	46.78	4.43
2020	50.31	4.79
2021	50.31	4.79
2022	50.31	4.79
2023 ⁽²⁾	53.81	5.03

NOTE:
Rates are based on 5/8" meter, which is the standard household meter size.

- ⁽¹⁾ A new water rate structure went into effect March 1, 2015.
- ⁽²⁾ A new water rate structure went into effect January 1, 2023.

City of Lomita
Ratios of General Bonded Debt Outstanding
Last Ten Fiscal Years (dollars in thousands, except per capita)

Fiscal Year Ended June 30	General Bonded Debt Outstanding					Percentage of Actual Value of Property (1)	Per Capita (2)
	Revenue Bonds	Tax Allocation Bonds	Pension Obligation Ref Bonds	Certificates of Participation	Total		
2014	n/a	n/a	n/a	n/a	-	n/a	n/a
2015	n/a	n/a	n/a	n/a	-	n/a	n/a
2016	n/a	n/a	n/a	n/a	-	n/a	n/a
2017	n/a	n/a	n/a	n/a	-	n/a	n/a
2018	n/a	n/a	n/a	n/a	-	n/a	n/a
2019	n/a	n/a	n/a	n/a	-	n/a	n/a
2020	n/a	n/a	n/a	n/a	-	n/a	n/a
2021	n/a	n/a	n/a	n/a	-	n/a	n/a
2022	n/a	n/a	n/a	n/a	-	n/a	n/a
2023	n/a	n/a	n/a	n/a	-	n/a	n/a

(1) See Schedule 6 for property value data.

(2) Population data can be found in Schedule 16.

Ten years of data is not available.



LOMITA CITY HALL

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City of Lomita
Single Audit Report on Schedule of Expenditures of Federal Awards
June 30, 2023



CITY OF LOMITA
Single Audit Report on Schedule of Expenditures of Federal Award Programs
June 30, 2023

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Honorable Mayor and City Council
City of Lomita
Lomita, California

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND
OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of City of Lomita, California (City) as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise City of Lomita's basic financial statements, and have issued our report thereon dated December 15, 2023.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered City of Lomita's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of City of Lomita's internal control. Accordingly, we do not express an opinion on the effectiveness of City of Lomita's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Honorable Mayor and City Council
City of Lomita
Page Two

Compliance and Other Matters

As part of obtaining reasonable assurance about whether City of Lomita's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Gruber and Lopez, Inc.

Gruber and Lopez, Inc.

Newport Beach, California
December 15, 2023



Honorable Mayor and City Council
City of Lomita
Lomita, California

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited City of Lomita CA's compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of City of Lomita CA's major federal programs for the year ended June 30, 2023. City of Lomita CA's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, City of Lomita CA complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of City of Lomita CA and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of City of Lomita CA's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to City of Lomita CA's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on City of Lomita CA's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about City of Lomita CA's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding City of Lomita CA's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of City of Lomita CA's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of City of Lomita CA's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Honorable Mayor and City Council
City of Lomita

Page Three

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of City of Lomita CA, as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise City of Lomita CA's basic financial statements. We issued our report thereon dated December 15, 2023, which contained unmodified opinions on those financial statements. Our audit was performed for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Gruber and Lopez, Inc.

Gruber and Lopez, Inc.

Newport Beach, California
December 15, 2023

CITY OF LOMITA
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2023

<u>Federal Grantor/ Pass-through Grantor/Program</u>	<u>Federal Assistance Listing</u>	<u>Program Identification Number</u>	<u>Federal Award Expenditures</u>	<u>Amount Provided to Subrecipients</u>
<u>U.S. Department of Housing and Urban Development</u>				
Passed through the Community Development Commission of the County of Los Angeles:				
Community Development Block Grant	14.218	D96361-16	\$ 35,940	-
Community Development Block Grant	14.218	D96370-16	14,868	-
Community Development Block Grant	14.218	602490-21	-	-
Subtotal	14.218		<u>50,808</u>	
Direct assistance:				
Low Rent Public Housing	14.850	CA139-001-01J	<u>192,528</u>	-
Capital Grant Fund Program	14.872	CA16-P139-501-01	<u>211,458</u>	-
				-
Total U.S. Department of Housing and Urban Development			<u>454,794</u>	<u>-</u>
<u>U.S. Department of Housing and Urban Development</u>				
Passed through the State of California:				
Coronavirus State and Fund Recovery Funds	21.027	FY 21-22	849,611	
Coronavirus State and Fund Recovery Funds	21.027	FY 22-23	1,213,737	
Total U.S. Department of Housing and Urban Development			<u>2,063,348</u> *	
<u>U.S. Department of Homeland Security</u>				
Passed through the State of California:				
Hazard Mitigation Grant	97.039	DR4407-PJ0418	\$ 43,174	
Total U.S. Department of Homeland Security			<u>43,174</u>	
Total Federal Awards			<u>\$ 2,561,316</u>	<u>-</u>

*Denotes major federal program.

See accompanying notes to schedule of expenditures of federal awards.

CITY OF LOMITA

Notes to the Schedule of Expenditures of Federal Awards

June 30, 2023

(1) Summary of Significant Accounting Policies Applicable to the Schedule of Expenditures of Federal Awards

The financial reporting entity, as defined by Governmental Accounting Standard Board (GASB), consists of the primary government, which is the City of Lomita, California (City), entities for which the primary government is financially accountable, and other entities for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete.

The City Council acts as the governing body and is able to impose its will on the following entities by establishing financial accountability:

- Lomita Public Financing Authority
- Lomita Manor Housing Authority
- Lomita Railroad Foundation, Inc.

(a) Scope of Presentation

The accompanying schedule presents only the expenditures incurred by the City of Lomita (City) that are reimbursable under federal programs of federal agencies providing financial assistance. For purposes of this schedule, financial assistance includes both federal financial assistance received directly from a federal agency and expended, as well as federal funds received indirectly by City of Lomita from a non-federal agency and expended. Only the portion of program expenditures reimbursable with such federal funds are reported in the accompanying schedule. Program expenses in excess of the maximum federal reimbursement authorized or the portion of program expenses that were funded with state, local or other non-federal funds are excluded from the accompanying schedule.

(b) Basis of Accounting

Funds received under the various grant programs have been recorded within the general fund and special revenue funds of the City. The City utilizes the modified accrual basis of accounting for governmental funds. The accompanying schedule of expenditures of federal awards is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Office of Management and Budget Uniform Grant Guidance).

(c) De Minimus Indirect Cost Rate

The City elected to use the 10% de minimus indirect cost rate for the year ended June 30, 2023, however, no indirect cost rates were charged to any federal programs.

(d) Subrecipients

There were no payments to subrecipients for the year ended June 30, 2023.

CITY OF LOMITA
Schedule of Findings and Questioned Costs
Year ended June 30, 2023

Summary of Auditors' Results

A) Findings Related to the Financial Statements which are Required to be Reported in Accordance with GAGAS

1. An unmodified report was issued by the auditors on the financial statements of the auditee.
2. There were no material weaknesses in internal control nor were there any significant deficiencies.
3. There were no instances of noncompliance or other matters that were required to be reported under *Government Auditing Standards*.

(B) Findings and Questioned Costs for Federal Awards as Defined in 2 CFR 200.515(d)

4. There were no material weaknesses or significant deficiencies in internal control over federal major programs of the auditee.
5. An unmodified report was issued by the auditors on compliance for federal major programs.
6. The audit disclosed no audit findings of federal awards required by the auditors to be reported under 2 CFR 200.515(d)
7. The major federal program of the auditee was the: (1) Assistance Listing #21.027 U.S. Department of Treasury – Corona Virus State and Local Fiscal Recovery Funds.
8. The dollar threshold used to distinguish Type A and Type B programs was \$750,000 under 2 CFR 200.518 (b) (1).
9. The auditee was considered a low risk auditee as defined by 2 CFR 200.518 for the year ended June 30, 2023 for purposes of determining major programs.

CITY OF LOMITA

Summary Schedule of Prior Year (June 30, 2021) Audit Findings

Year ended June 30, 2023

There were no findings noted for fiscal year June 30, 2022.

**CITY OF LOMITA -
SAFE, CLEAN, WATER PROGRAM (MEASURE W FUND)**

FINANCIAL STATEMENTS

June 30, 2021 and 2022



**CITY OF LOMITA
SAFE, CLEAN, WATER PROGRAM (MEASURE W FUND)
FINANCIAL STATEMENTS**

June 30, 2022 and 2021

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Honorable Mayor and City Council
City of Lomita, California

INDEPENDENT AUDITORS' REPORT ON FINANCIAL STATEMENTS

Opinion

We have audited the accompanying financial statements of Safe, Clean Water Program (Measure W Fund) of the City of Lomita (the City) as of and for the years ended June 30, 2022 and 2021, and the related notes to the financial statements as listed in the table of contents.

In our opinion, the financial statements present fairly, in all material respects, the Balance Sheet as of June 30, 2022 and 2021, and the Statement of Revenues, Expenditures and Changes in Fund Balance for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the Measure W fund and do not purport to, and do not, present fairly the financial position of the City of Lomita, CA, as of June 30, 2022 and 2021, the changes in its financial position, or, where applicable, its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Other Matters

Required Supplementary Information

Management has omitted Management's Discussion and Analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although, not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Accounting principles generally accepted in the United States of America require that the budgetary comparison information as listed in the table of contents be presented to supplement the basic financial statements. Such information, although, not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained

Honorable Mayor and City Council
City of Lomita, California
Page Three

during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required By Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated November 15, 2023 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Restriction of Use

Our report is intended solely for the information and use of the management of City and the Los Angeles County Flood Control District and is not intended to be and should not be used by anyone other than these specified parties.

Gruber and Lopez, Inc.

Gruber and Lopez, inc.

Newport Beach, California
November 15, 2023

City of Lomita
Safe, Clean Water Program (Measure W Fund)
Balance Sheet

	June 30	
	2022	2021
<u>ASSETS</u>		
Cash	\$ 118,894	\$ 112,317
Total assets	\$ 118,894	\$ 112,317
<u>LIABILITIES</u>		
Accounts payable	12,016	4,086
Total liabilities	12,016	4,086
<u>FUND BALANCES</u>		
Restricted	106,878	108,231
Total fund balances	106,878	108,231
Total liabilities and fund balances	\$ 118,894	\$ 112,317

See accompanying notes to the basic financial statements.

City of Lomita
Safe, Clean Water Program (Measure W Fund)
Statements of Revenues, Expenditures, and Changes in Fund Balance

	Years ended June 30,	
	2022	2021
REVENUES:		
Special parcel tax-Measure W	\$ 226,215	\$ 225,151
Investment income	94	125
Total operating revenues	226,309	225,276
EXPENDITURES:		
Public Works:		
Professional services	675	-
Special department supplies & Expense	135	-
Infrastructure Planning	7,794	405
Stormwater Runoff Program	10,136	11,923
Stormwater Runoff Monitoring	82,267	88,229
Water Quality Program	18,335	5,583
Catch Basin	39	5,962
Outreach and communications	1,433	967
Lomita/Narbonne Intersection - ADA	106,848	3,976
Total expenditures	227,662	117,045
Net change in Fund Balance	(1,353)	108,231
Fund balance, beginning of year	108,231	-
Fund balance, end of year	\$ 106,878	\$ 108,231

**CITY OF LOMITA
SAFE, CLEAN, WATER PROGRAM (MEASURE W FUND)**

NOTES TO FINANCIAL STATEMENTS

Years Ended June 30, 2022 and 2021

(1) Organization and Activities

The Safe, Clean Water Program (Measure W Fund) financial statements of the City of Lomita, California (the "City") have been prepared in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP") applied to governmental agencies. The Governmental Accounting Standards Board ("GASB") is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

Reporting Entity

On November 6, 2018, the voters of Los Angeles County approved Measure W, which is a Special Parcel Tax to fund the Safe, Clean Water Program (Program). Measure W required the Los Angeles County Flood Control District (District) Board to adopt an ordinance further establishing the implementation of the Program, which was accomplished on July 30, 2019 by passage of an ordinance that amended the District Code by amending Chapter 16, relating to the Los Angeles Region Safe, Clean Water Program, and adding Chapter 18, relating to Safe, Clean Water Program Implementation to the District Code (the SCWP Code).

The City entered into Municipal Program Agreement No. 2020MP45 (the Transfer Agreement) with the District dated June 25, 2020 and receives a proportional share of Measure W special parcel tax revenue to fund Safe, Clean Water program projects in Los Angeles County. Expenditures must comply with the provisions of Chapters 16 and 18 of the District Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provisions regarding ineligible expenditures contained in Section 16.05.A.3.

The financial statements present only the Safe, Clean Water Program (Measure W Fund) of the City of Lomita and do not purport to and do not present the City's financial position, changes in financial position or, where applicable, its cash flows. The City's basic financial statements, which are available at 24300 Narbonne Ave, Lomita, CA 90717, or on the City's website.

The following is a summary of the significant accounting policies:

Basis of Accounting

The City accounts for the Measure W Fund using a Special Revenue Fund to track and record the revenues and expenditures related to the Safe, Clean Water Program.

**CITY OF LOMITA
SAFE, CLEAN, WATER PROGRAM (MEASURE W FUND)**

NOTES TO FINANCIAL STATEMENTS

(Continued)

(1) Organization and Activities (continued)

Basis of Accounting (continued)

The Measure W Fund is accounted for on a spending or “*current financial resources*” measurement focus and the modified accrual basis of accounting. Accordingly, only current assets and current liabilities are included on the Balance Sheet. The Statement of Revenues, Expenditures and Changes in Fund Balance present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in fund balance. Under the modified accrual basis of accounting, revenues are recognized in the accounting period in which they become both measurable and available to finance expenditures of the current period.

Revenues are recognized as soon as they are both “*measurable*” and “*available*”. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For these purposes, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. The primary revenue sources, which have been treated as susceptible to accrual by the City, are Measure W, Special Parcel Tax, revenues, and interest revenue. Expenditures are recorded in the accounting period in which the related fund liability is incurred. Amounts expended to acquire capital assets are recorded as expenditures in the year that resources were expended, rather than as fund assets.

Classification of Fund Balance

All fund balance in the Measure W Fund is restricted.

Restricted – Restricted fund balances encompass the portion of net fund resources subject to externally enforceable legal restrictions. This includes externally imposed restrictions by creditors, such as through debt covenants, grantors, contributors, laws or regulations of other governments, as well as restrictions imposed by law through constitutional provisions or enabling legislation.

Cash and investments

The Measure W Fund’s cash balance was pooled with various other City funds for deposit and investment purposes. The share of each fund in the pooled cash account was separately maintained and interest income was apportioned to the participating funds based on the relationship of their average cash balances to the total of the pooled cash and investments.

**CITY OF LOMITA
SAFE, CLEAN, WATER PROGRAM (MEASURE W FUND)**

NOTES TO FINANCIAL STATEMENTS

(Continued)

(1) Organization and Activities (continued)

Basis of Accounting (continued)

Use of Estimates

The preparation of the financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

(2) Cash and Investments

The Measure W Fund's cash and investments are pooled with the City in the amount of \$118,894 and \$112,317 as of June 30, 2022 and 2021, respectively. Each fund's share of the pooled cash account is separately accounted for, and investment income is allocated to all participating funds based on the relationship of their month-end cash balances to the total of the pooled cash and investments. Information regarding the authorized types of deposits and investments, the type of risks (i.e. credit, interest rate, custodial, etc.) and other disclosures associated with the Measure W Fund's pooled cash and investments is included in the City's basic financial statements, which are available at 24300 Narbonne Ave, Lomita, CA 90717, or on the City's website.

(3) Measure W

Forty percent (40%) of the revenue from the annual Special Parcel Tax (Measure W) are allocated for Municipal Programs. Each Municipality receives a proportional share of these Municipal Program funds based on the Special Parcel Tax revenues collected within each Municipality. The City uses the revenues received to fund projects dedicated to increase local water supply, improve water quality, and protect public health.

Municipalities must spend at least seventy percent (70%) of its Safe, Clean Water Program funds annually on eligible expenses related to projects or programs implemented on or after November 6, 2018, which also includes operations and maintenance of projects built to comply with the MS4 Permit, so long as the project complies with Municipal Program requirements.

Up to thirty percent thirty percent (30%) of a Municipality's Municipal Program funds may be used to pay for costs and expenses incurred on or after November 6, 2018, related to the continuation of Programs implemented or the maintenance of Projects implemented prior to November 6, 2018.

The City shall be able to carryover uncommitted SCW Program Payments for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality.

**CITY OF LOMITA
SAFE, CLEAN, WATER PROGRAM (MEASURE W FUND)**

NOTES TO FINANCIAL STATEMENTS

(Continued)

(4) Risk Management

The Measure W Fund is covered under the City's insurance policies. Therefore, the limitations and self-insured retentions applicable to the City also apply to the Measure W Fund. Additional information on coverage and self-insured retentions can be obtained by contacting the City.

(5) Commitments and Contingencies

The City is subject to litigation arising in the normal course of business. In the opinion of management there is no pending litigation, which is likely to have a material adverse effect on the financial position of the Measure W Fund.

The Safe, Clean Water Program has been audited by the City's independent auditors in accordance with the provisions SCWP Code and a Transfer Agreement. A potential cost disallowances were proposed as a result of these audits. However, this program is still subject to further examination by the District and the amount, if any, of expenditures, which may be disallowed by the District, cannot be determined at this time.

(6) Subsequent Events

The City has evaluated subsequent events for recognition or disclosure through November 15, 2023, the date on which the financial statements were available to be issued. There were no material subsequent events that required recognition or additional disclosures in the financial statements.

REQUIRED SUPPLEMENTARY INFORMATION

City of Lomita
Safe, Clean Water Program (Measure W Fund)
Statements of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
For the Year Ended June 30, 2022

	Final Budget	Actual	Variance with Final Budget
REVENUES:			
Special parcel tax-Measure W	\$ 225,000	\$ 226,215	\$ 1,215
Investment income	-	94	94
	<u>225,000</u>	<u>226,309</u>	<u>1,309</u>
EXPENDITURES:			
Public Works:			
Professional services	-	675	(675)
Special department supplies & Expense	-	135	(135)
Infrastructure Planning	-	7,794	(7,794)
Stormw dsin	2,662	10,136	(7,474)
Stormwater Runoff Monitoring	97,100	82,267	14,833
Water Quality Program	-	18,335	(18,335)
Catch Basin	-	39	(39)
Outreach and communications	-	1,433	(1,433)
Lomita/Narbonne Intersection - ADA	127,900	106,848	21,052
	<u>227,662</u>	<u>227,662</u>	<u>-</u>
Total expenditures	<u>227,662</u>	<u>227,662</u>	<u>-</u>
Net change in Fund Balance	(2,662)	(1,353)	1,309
Fund balance, beginning of year	<u>108,231</u>	<u>108,231</u>	<u>-</u>
Fund balance, end of year	<u>\$ 105,569</u>	<u>\$ 106,878</u>	<u>\$ 1,309</u>

City of Lomita
Safe, Clean Water Program (Measure W Fund)
Statements of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
For the Year Ended June 30, 2021

	<u>Final Budget</u>	<u>Actual</u>	Variance with Final Budget
REVENUES:			
Special parcel tax-Measure W	\$ 225,000	\$ 225,151	\$ 151
Investment income	<u>-</u>	<u>125</u>	<u>125</u>
-			
Total operating revenues	<u>225,000</u>	<u>225,276</u>	<u>276</u>
EXPENDITURES:			
Public Works:			
Infrastructure Planning	38,700	405	38,295
Stormwater Runoff Program	25,400	11,923	13,477
Stormwater Runoff Monitoring	88,000	88,229	(229)
Water Quality Program	24,700	5,583	19,117
Catch Basin	15,900	5,962	9,938
Outreach and communications	2,800	967	1,833
Lomita/Narbonne Intersection - ADA	<u>29,500</u>	<u>3,976</u>	<u>25,524</u>
Total expenditures	<u>225,000</u>	<u>117,045</u>	<u>107,955</u>
Net change in Fund Balance	-	108,231	(107,679)
Fund balance, beginning of year	<u>-</u>	<u>-</u>	<u>-</u>
Fund balance, end of year	<u>\$ -</u>	<u>\$ 108,231</u>	<u>\$ (107,679)</u>

CITY OF LOMITA
SAFE, CLEAN, WATER PROGRAM (MEASURE W FUND)
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

Years Ended June 30, 2022 and 2021

(1) Budgets and Budgetary Accounting

The City prepares its budgets on the modified accrual basis and, accordingly, the budget amounts included in the accompanying financial statements are presented in accordance with generally accepted accounting principles.

Each year, the City Administrator submits a proposed budget to the City Council during early May. The City Council holds budget hearings during May and early June. The final budget is adopted by the City Council during late June. Funds that have irregular activity are not budgeted. The legal level of control of which expenditures cannot exceed appropriations is at the functional level. The City Council is informed of expenditures over appropriations and such amounts are informally approved as a part of the bi-monthly review of the demand warrants.

The City holds a mid-year budget review meeting. During the meeting, all budget expenditures are reviewed and projections for the whole year are made.

Unexpended and unencumbered appropriations of the governmental funds automatically lapse at the end of the year.



Honorable Mayor and City Council
City of Lomita, California

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Safe, Clean Water Program (Measure W Fund), operated by City of Lomita (City), as of and for the years ended June 30, 2022 and 2021, and the related notes to the financial statements, which collectively comprise the Measure W Fund basic financial statements, and have issued our report thereon dated November 15, 2023.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of City's internal control. Accordingly, we do not express an opinion on the effectiveness of City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Restriction of Use

Our report is intended solely for the information and use of the management of City and the District and is not intended to be and should not be used by anyone other than these specified parties.

Gruber and Lopez, Inc.

Gruber and Lopez, inc.

Newport Beach, California
November 15, 2023

Honorable Mayor and City Council
City of Lomita, California

**REPORT ON COMPLIANCE with REQUIREMENT APPLICABLE TO SAFE, CLEAN WATER
PROGRAM REVENUES AND EXPENDATURES IN ACCORDANCE WITH
CHAPTERS 16 AND 18 OF THE LOS ANGELES COUNTY FLOOD DISTRICT CODE
AND MUNICIPAL PROGRAM AGREEMENT NO. 2020MP45**

Opinion

We have audited the City of Lomita's (City) compliance with Chapters 16 and 18 of the Los Angeles County Flood Control District (District) Code and the Transfer Agreement [Municipal Program Agreement No. 2020MP45] applicable to Safe, Clean Water Program (Program) revenues and expenditures for the fiscal years ended June 30, 2022 and 2021.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that are applicable to the Program revenues and expenditures for the fiscal years ended June 30, 2022 and 2021.

Basis for Opinion

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United State of America (GAAS); the standards applicable to financial audit contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion. Our audit does not provide a legal determination of the City's compliance with compliance requirements referred to above.

Responsibilities of Management for the Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Program revenues and expenditures.

Auditor's Responsibilities for the Audit of the Compliance

Our objectives are to obtain reasonable assurance about whether material compliance with the compliance requirement referred to above occurred, whether due to fraud or error, and express an opinion of the City's compliance with Program revenues and expenditures based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the Program revenues and expenditures as a whole.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing other procedures as necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with Program revenues and expenditures, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant deficiencies, and material weakness in internal control over compliance that we identified during the audit.

Other Matters

The results of our auditing procedures disclosed an instance of noncompliance which is required to be reported in accordance with the District Code and which is described in the accompanying schedule of findings and questioned costs as item 2021-01 Our opinion on each major federal program is not modified with respect to these matters.

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the noncompliance findings identified in our audit described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance on a timely basis. *A material weakness* in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a compliance requirement will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency* in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a compliance requirement that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Honorable Mayor and City Council
City of Lomita, California
Page Three

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Purpose of this Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the compliance requirements of the Program revenues and expenditures. Our audit was not designed for the purpose of expressing an opinion on effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Restriction of Use

Our report is intended solely for the information and use of the management of City and the District and is not intended to be and should not be used by anyone other than these specified parties.

Gruber and Lopez, Inc.

Gruber and Lopez, inc.

Newport Beach, California

November 15, 2023

CITY OF LOMITA

SAFE, CLEAN, WATER PROGRAM (MEASURE W FUND)

SCHEDULE OF FINDINGS, QUESTIONED COSTS, AND OTHER MATTERS

June 30, 2022 and June 2021

2021-01 Pre- Nov 6, 2018 Program / Project in Excess of 30% of Program Revenues

Condition:

During the testing of cash disbursements, we noted that two program expenses were for a continuation of programs and/or maintenance of projects implemented prior to November 6, 2018. The amounts claimed exceeded 30% of program funds received for each year under audit. The expenses incurred were in accordance with a Memorandum of Agreement (MOA). The MOA was submitted and conditionally approved on or about December 11, 2015.

The MOA is to cooperatively fund the monitoring services needed to comply with the monitoring requirement of the MS4 permit. Because MS4 compliance is the purpose of the MOA, and that is one of the functions of the City [Municipal] Program, it seems reasonable that MOA expenditures would qualify under 18.06.C.2 of LAC FCDC since the MOA started back in 2015.

Criteria:

Section 18.06 C.2 of LACFCD says "Up to thirty percent (30%) of a Municipality's [City] Municipal Program funds may be used to pay for costs and expenses incurred on or after November 6, 2018, related to the continuation of Programs implemented or the maintenance of Projects implemented prior to November 6, 2018."

Questioned Cost:

	<u>FY 2020/21</u>	<u>FY 2021/22</u>
SCWP revenue received	<u>\$225,151.00</u>	<u>\$226,215.00</u>
30% permitted for Pre-November 6,2018	\$67,545.30	\$67,864.50
18.06.C.2 Project / Program Expenditures	<u>\$87,999.00</u>	<u>\$80,613.00</u>
Amounts Under (Over) 30% of program revenue	<u>\$(20,453.70)</u>	<u>\$(12,748.50)</u>

CITY OF LOMITA

SAFE, CLEAN, WATER PROGRAM (MEASURE W FUND)

SCHEDULE OF FINDINGS, QUESTIONED COSTS, AND OTHER MATTERS (continued)

June 30, 2022 and June 2021

2021-01 Pre- Nov 6, 2018 Program / Project in Excess of 30% of Program Revenues

Effect:

Section 18.14.B of LAC FCDC says “If the District determines that a Municipality, Infrastructure Program Project Developer, or any other recipient of SCW Program funds has violated any provision of this Chapter or an applicable Transfer Agreement, the District is authorized to issue a notice of violation to the Municipality, Infrastructure Program Project Developer or other recipient of SCW Program revenues. The notice shall be in writing and shall describe the violation, the remedial actions the recipient must take to correct the violation, and the date by which the violation must be corrected.”

Recommendation:

Action by the City would be required upon a notice of violation issued by the District in accordance with Section 18.14.B of LAC FCDC. At that time, the City, could appeal not later than twenty (20) business days from the date of the written notice from the District or comply with the remedial actions to correct the violation by the date specified in the notice from the District.

Management’s Response:

We agree with the auditor’s comments, and the City understands that, per Section 18.06 C.2 of LACFCD, the two program expenses claimed exceeded 30% of program funds received for each year under audit. It is understood that action from the City may be required if the District determines to issue a notice of violation.

CITY OF LOMITA
SAFE, CLEAN, WATER PROGRAM (MEASURE W FUND)
STATUS OF PRIOR AUDIT FINDINGS

June 30, 2022 and June 30, 2021

There were no prior year findings.

**CITY OF LOMITA -
SAFE, CLEAN, WATER PROGRAM
(MEASURE W FUND - MUNICIPAL PROGRAM)**

FINANCIAL STATEMENTS

June 30, 2023



**CITY OF LOMITA
SAFE, CLEAN, WATER PROGRAM
(MEASURE W FUND - MUNICIPAL PROGRAM)
FINANCIAL STATEMENTS**

June 30, 2023

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Honorable Mayor and City Council
City of Lomita, California

INDEPENDENT AUDITORS' REPORT ON FINANCIAL STATEMENTS

Opinion

We have audited the accompanying financial statements of Safe, Clean Water Program (Measure W Fund - Municipal Program) of the City of Lomita (the City) as of and for the year ended June 30, 2023, and the related notes to the financial statements as listed in the table of contents.

In our opinion, the financial statements present fairly, in all material respects, the Balance Sheet as of June 30, 2023, and the Statement of Revenues, Expenditures and Changes in Fund Balance for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the Measure W fund (Municipal Program) and do not purport to, and do not, present fairly the financial position of the City of Lomita, CA, as of June 30, 2023, the changes in its financial position, or, where applicable, its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Other Matters

Required Supplementary Information

Management has omitted Management's Discussion and Analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although, not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Accounting principles generally accepted in the United States of America require that the budgetary comparison information as listed in the table of contents be presented to supplement the basic financial statements. Such information, although, not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained

Honorable Mayor and City Council
City of Lomita, California
Page Three

during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required By Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 06, 2023 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Restriction of Use

Our report is intended solely for the information and use of the management of City and the Los Angeles County Flood Control District and is not intended to be and should not be used by anyone other than these specified parties.

Gruber and Lopez, Inc.

Gruber and Lopez, Inc.

Newport Beach, California
December 06, 2023

City of Lomita
Safe, Clean Water Program (Measure W Fund - Municipal Program)
Balance Sheet
June 30, 2023

<u>ASSETS</u>		
Cash		\$ 215,786
Total assets		<u>\$ 215,786</u>
 <u>LIABILITIES</u>		
Accounts payable		<u>10,866</u>
Total liabilities		<u>10,866</u>
 <u>FUND BALANCES</u>		
Restricted		<u>204,920</u>
Total fund balances		<u>204,920</u>
Total liabilities and fund balances		<u>\$ 215,786</u>

See accompanying notes to the basic financial statements.

City of Lomita
Safe, Clean Water Program (Measure W Fund - Municipal Program)
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Year Ended June 30, 2023

REVENUES:	
Special parcel tax-Measure W Municipal Program	\$ 226,909
Investment income	3,476
	230,385
Total operating revenues	230,385
EXPENDITURES:	
Public Works:	
Professional services	27,931
Infrastructure Planning	1,403
Stormwater Runoff	99,076
Catch Basin	3,528
Downtown Lomita Multi-Benefit Stormwater Project	405
	132,343
Total expenditures	132,343
Net change in Fund Balance	98,042
Fund balance, beginning of year	106,878
Fund balance, end of year	\$ 204,920

See accompanying notes to the basic financial statements.

**CITY OF LOMITA
SAFE, CLEAN, WATER PROGRAM
(MEASURE W FUND - MUNICIPAL PROGRAM)**

NOTES TO FINANCIAL STATEMENTS

Year Ended June 30, 2023

(1) Organization and Activities

The Safe, Clean Water Program (Measure W Fund - Municipal Program) financial statements of the City of Lomita, California (the "City") have been prepared in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP") applied to governmental agencies. The Governmental Accounting Standards Board ("GASB") is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

Reporting Entity

On November 6, 2018, the voters of Los Angeles County approved Measure W, which is a Special Parcel Tax to fund the Safe, Clean Water Program (Program). Measure W required the Los Angeles County Flood Control District (District) Board to adopt an ordinance further establishing the implementation of the Program, which was accomplished on July 30, 2019 by passage of an ordinance that amended the District Code by amending Chapter 16, relating to the Los Angeles Region Safe, Clean Water Program, and adding Chapter 18, relating to Safe, Clean Water Program Implementation to the District Code (the SCWP Code).

The City entered into Municipal Program Agreement No. 2020MP45 (the Transfer Agreement) with the District dated June 25, 2020 and receives a proportional share of Measure W special parcel tax revenue to fund Safe, Clean Water program projects in Los Angeles County. Expenditures must comply with the provisions of Chapters 16 and 18 of the District Code, including but not limited to the provisions regarding eligible expenditures contained in Section 16.05.A.2 and the provisions regarding ineligible expenditures contained in Section 16.05.A.3.

The financial statements present only municipal program funding of the Safe, Clean Water Program (Measure W Fund) of the City of Lomita and do not purport to and do not present the City's financial position, changes in financial position or, where applicable, its cash flows. All other funding sources of the Safe, Clean Water Program have been excluded. The City's basic financial statements, which are available at 24300 Narbonne Ave, Lomita, CA 90717, or on the City's website.

The following is a summary of the significant accounting policies:

Basis of Accounting

The City accounts for the Measure W Fund using a Special Revenue Fund to track and record the revenues and expenditures related to the Safe, Clean Water Program.

**CITY OF LOMITA
SAFE, CLEAN, WATER PROGRAM (MEASURE W FUND)**

NOTES TO FINANCIAL STATEMENTS

(Continued)

(1) Organization and Activities (continued)

Basis of Accounting (continued)

The Measure W Fund is accounted for on a spending or “*current financial resources*” measurement focus and the modified accrual basis of accounting. Accordingly, only current assets and current liabilities are included on the Balance Sheet. The Statement of Revenues, Expenditures and Changes in Fund Balance present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in fund balance. Under the modified accrual basis of accounting, revenues are recognized in the accounting period in which they become both measurable and available to finance expenditures of the current period.

Revenues are recognized as soon as they are both “*measurable*” and “*available*”. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For these purposes, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. The primary revenue sources, which have been treated as susceptible to accrual by the City, are Measure W, Special Parcel Tax, revenues, and interest revenue. Expenditures are recorded in the accounting period in which the related fund liability is incurred. Amounts expended to acquire capital assets are recorded as expenditures in the year that resources were expended, rather than as fund assets.

Classification of Fund Balance

All fund balance in the Measure W Fund is restricted.

Restricted – Restricted fund balances encompass the portion of net fund resources subject to externally enforceable legal restrictions. This includes externally imposed restrictions by creditors, such as through debt covenants, grantors, contributors, laws or regulations of other governments, as well as restrictions imposed by law through constitutional provisions or enabling legislation.

Cash and investments

The Measure W Fund’s cash balance was pooled with various other City funds for deposit and investment purposes. The share of each fund in the pooled cash account was separately maintained and interest income was apportioned to the participating funds based on the relationship of their average cash balances to the total of the pooled cash and investments.

**CITY OF LOMITA
SAFE, CLEAN, WATER PROGRAM (MEASURE W FUND)**

NOTES TO FINANCIAL STATEMENTS

(Continued)

(1) Organization and Activities (continued)

Basis of Accounting (continued)

Use of Estimates

The preparation of the financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

(2) Cash and Investments

The Measure W [Municipal Program] Fund's cash and investments are pooled with the City in the amount of \$226,978 as of June 30, 2023. Each fund's share of the pooled cash account is separately accounted for, and investment income is allocated to all participating funds based on the relationship of their month-end cash balances to the total of the pooled cash and investments. Information regarding the authorized types of deposits and investments, the type of risks (i.e. credit, interest rate, custodial, etc.) and other disclosures associated with the Measure W Fund's pooled cash and investments is included in the City's basic financial statements, which are available at 24300 Narbonne Ave, Lomita, CA 90717, or on the City's website.

(3) Measure W

Forty percent (40%) of the revenue from the annual Special Parcel Tax (Measure W) are allocated for Municipal Programs. Each Municipality receives a proportional share of these Municipal Program funds based on the Special Parcel Tax revenues collected within each Municipality. The City uses the revenues received to fund projects dedicated to increase local water supply, improve water quality, and protect public health.

Municipalities must spend at least seventy percent (70%) of its Safe, Clean Water Program funds annually on eligible expenses related to projects or programs implemented on or after November 6, 2018, which also includes operations and maintenance of projects built to comply with the MS4 Permit, so long as the project complies with Municipal Program requirements.

Up to thirty percent thirty percent (30%) of a Municipality's Municipal Program funds may be used to pay for costs and expenses incurred on or after November 6, 2018, related to the continuation of Programs implemented or the maintenance of Projects implemented prior to November 6, 2018.

The City shall be able to carryover uncommitted SCW Program Payments for up to five (5) years from the end of the fiscal year in which those funds are transferred from the District to the Municipality.

**CITY OF LOMITA
SAFE, CLEAN, WATER PROGRAM (MEASURE W FUND)**

NOTES TO FINANCIAL STATEMENTS

(Continued)

(4) Risk Management

The Measure W Fund is covered under the City's insurance policies. Therefore, the limitations and self-insured retentions applicable to the City also apply to the Measure W Fund. Additional information on coverage and self-insured retentions can be obtained by contacting the City.

(5) Commitments and Contingencies

The City is subject to litigation arising in the normal course of business. In the opinion of management there is no pending litigation, which is likely to have a material adverse effect on the financial position of the Measure W Fund.

The Safe, Clean Water Program has been audited by the City's independent auditors in accordance with the provisions SCWP Code and a Transfer Agreement. A potential cost disallowances were proposed as a result of these audits. However, this program is still subject to further examination by the District and the amount, if any, of expenditures, which may be disallowed by the District, cannot be determined at this time.

(6) Subsequent Events

The City has evaluated subsequent events for recognition or disclosure through December 06, 2023, the date on which the financial statements were available to be issued. There were no material subsequent events that required recognition or additional disclosures in the financial statements.

REQUIRED SUPPLEMENTARY INFORMATION

City of Lomita
Safe, Clean Water Program (Measure W Fund - Municipal Program)
Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
For the Year Ended June 30, 2023

	<u>Final Budget</u>	<u>Actual</u>	<u>Variance with Final Budget</u>
REVENUES:			
Special parcel tax-Measure W Municipal Program	\$ 225,000	\$ 226,909	\$ 1,909
Investment income	<u>-</u>	<u>3,476</u>	<u>3,476</u>
Total operating revenues	<u>225,000</u>	<u>230,385</u>	<u>5,385</u>
EXPENDITURES:			
Public Works:			
Professional services	29,500	27,931	1,569
Infrastructure Planning	1,000	1,403	(403)
Stormwater Runoff	99,076	99,076	-
Catch Basin	10,000	3,528	6,472
Downtown Lomita Multi-Benefit Stormwater Project	<u>23,500</u>	<u>405</u>	<u>23,095</u>
Total expenditures	<u>163,076</u>	<u>132,343</u>	<u>30,733</u>
Net change in Fund Balance	61,924	98,042	(25,348)
Fund balance, beginning of year	<u>106,878</u>	<u>106,878</u>	<u>-</u>
Fund balance, end of year	<u>\$ 168,802</u>	<u>\$ 204,920</u>	<u>\$ (25,348)</u>

CITY OF LOMITA
SAFE, CLEAN, WATER PROGRAM (MEASURE W FUND)
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

Year Ended June 30, 2023

(1) Budgets and Budgetary Accounting

The City prepares its budgets on the modified accrual basis and, accordingly, the budget amounts included in the accompanying financial statements are presented in accordance with generally accepted accounting principles.

Each year, the City Administrator submits a proposed budget to the City Council during early May. The City Council holds budget hearings during May and early June. The final budget is adopted by the City Council during late June. Funds that have irregular activity are not budgeted. The legal level of control of which expenditures cannot exceed appropriations is at the functional level. The City Council is informed of expenditures over appropriations and such amounts are informally approved as a part of the bi-monthly review of the demand warrants.

The City holds a mid-year budget review meeting. During the meeting, all budget expenditures are reviewed and projections for the whole year are made.

Unexpended and unencumbered appropriations of the governmental funds automatically lapse at the end of the year.



Honorable Mayor and City Council
City of Lomita, California

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Safe, Clean Water Program (Measure W Fund), operated by City of Lomita (City), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the Measure W Fund basic financial statements, and have issued our report thereon dated December 06, 2023.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of City's internal control. Accordingly, we do not express an opinion on the effectiveness of City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Restriction of Use

Our report is intended solely for the information and use of the management of City and the District and is not intended to be and should not be used by anyone other than these specified parties.

Gruber and Lopez, Inc.

Gruber and Lopez, Inc.
Newport Beach, California
December 06, 2023



Honorable Mayor and City Council
City of Lomita, California

**REPORT ON COMPLIANCE with REQUIREMENT APPLICABLE TO SAFE, CLEAN WATER
PROGRAM REVENUES AND EXPENDATURES IN ACCORDANCE WITH
CHAPTERS 16 AND 18 OF THE LOS ANGELES COUNTY FLOOD DISTRICT CODE
AND MUNICIPAL PROGRAM AGREEMENT NO. 2020MP45**

Opinion

We have audited the City of Lomita's (City) compliance with Chapters 16 and 18 of the Los Angeles County Flood Control District (District) Code and the Transfer Agreement [Municipal Program Agreement No. 2020MP45] applicable to Safe, Clean Water Program (Program) revenues and expenditures for the fiscal year ended June 30, 2023.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that are applicable to the Program revenues and expenditures for the fiscal years ended June 30, 2023.

Basis for Opinion

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United State of America (GAAS); the standards applicable to financial audit contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion. Our audit does not provide a legal determination of the City's compliance with compliance requirements referred to above.

Responsibilities of Management for the Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Program revenues and expenditures.

Auditor's Responsibilities for the Audit of the Compliance

Our objectives are to obtain reasonable assurance about whether material compliance with the compliance requirement referred to above occurred, whether due to fraud or error, and express an opinion of the City's compliance with Program revenues and expenditures based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the Program revenues and expenditures as a whole.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing other procedures as necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with Program revenues and expenditures, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant deficiencies, and material weakness in internal control over compliance that we identified during the audit.

Other Matters

The results of our auditing procedures disclosed an instance of noncompliance which is required to be reported in accordance with the District Code and which is described in the accompanying schedule of findings and questioned costs as item 2023-01. Our opinion on each major federal program is not modified with respect to these matters.

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the noncompliance findings identified in our audit described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance on a timely basis. A *material weakness* in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a compliance requirement will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a compliance requirement that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Honorable Mayor and City Council
City of Lomita, California
Page Three

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Purpose of this Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the compliance requirements of the Program revenues and expenditures. Our audit was not designed for the purpose of expressing an opinion on effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Restriction of Use

Our report is intended solely for the information and use of the management of City and the District and is not intended to be and should not be used by anyone other than these specified parties.

Gruber and Lopez, Inc.

Gruber and Lopez, Inc.

Newport Beach, California

December 06, 2023

CITY OF LOMITA

SAFE, CLEAN, WATER PROGRAM (MEASURE W FUND)

SCHEDULE OF FINDINGS, QUESTIONED COSTS, AND OTHER MATTERS

June 30, 2023

2023-01 Pre- Nov 6, 2018 Program / Project in Excess of 30% of Program Revenues

Condition: During the testing of cash disbursements, we noted that one program expense was for a continuation of programs and/or maintenance of projects implemented prior to November 6, 2018. The amounts claimed exceeded 30% of program funds received for each year under audit. The expenses incurred were in accordance with a Memorandum of Agreement (MOA). The MOA was submitted and conditionally approved on or about December 11, 2015.

The MOA is to cooperatively fund the monitoring services needed to comply with the monitoring requirement of the MS4 permit. Because MS4 compliance is the purpose of the MOA, and that is one of the functions of the City [Municipal] Program, it seems reasonable that MOA expenditures would qualify under 18.06.C.2 of LAC FCDC since the MOA started back in 2015.

Criteria: Section 18.06 C.2 of LACFCD says “Up to thirty percent (30%) of a Municipality’s [City] Municipal Program funds may be used to pay for costs and expenses incurred on or after November 6, 2018, related to the continuation of Programs implemented or the maintenance of Projects implemented prior to November 6, 2018.”

Questioned Cost:

FY 2022/23

SCWP revenue received	<u>\$226,909.00</u>
30% permitted for Pre-November 6,2018	\$68,072.70
18.06.C.2 Project / Program Expenditures	<u>\$88,474.00</u>
Amounts Under (Over) 30% of program revenue	<u>\$(20,401.30)</u>

CITY OF LOMITA

SAFE, CLEAN, WATER PROGRAM (MEASURE W FUND)

SCHEDULE OF FINDINGS, QUESTIONED COSTS, AND OTHER MATTERS (continued)

June 30, 2023

2023-01 Pre- Nov 6, 2018 Program / Project in Excess of 30% of Program Revenues

Effect:

Section 18.14.B of LAC FCDC says “If the District determines that a Municipality, Infrastructure Program Project Developer, or any other recipient of SCW Program funds has violated any provision of this Chapter or an applicable Transfer Agreement, the District is authorized to issue a notice of violation to the Municipality, Infrastructure Program Project Developer or other recipient of SCW Program revenues. The notice shall be in writing and shall describe the violation, the remedial actions the recipient must take to correct the violation, and the date by which the violation must be corrected.”

Recommendation:

Action by the City would be required upon a notice of violation issued by the District in accordance with Section 18.14.B of LAC FCDC. At that time, the City, could appeal not later than twenty (20) business days from the date of the written notice from the District or comply with the remedial actions to correct the violation by the date specified in the notice from the District.

Management’s Response:

We agree with the auditor’s comments, and the City understands that, per Section 18.06 C.2 of LACFCD, the program expense claimed exceeded 30% of program funds received for each year under audit. It is understood that action from the City may be required if the District determines to issue a notice of violation.

CITY OF LOMITA
SAFE, CLEAN, WATER PROGRAM (MEASURE W FUND)
STATUS OF PRIOR AUDIT FINDINGS

June 30, 2023

2021-01 Pre- Nov 6, 2018 Program / Project in Excess of 30% of Program Revenues

Condition: During the testing of cash disbursements, we noted that two program expenses were for a continuation of programs and/or maintenance of projects implemented prior to November 6, 2018. The amounts claimed exceeded 30% of program funds received for each year under audit. The expenses incurred were in accordance with a Memorandum of Agreement (MOA). The MOA was submitted and conditionally approved on or about December 11, 2015.

Results: Matter was not resolved and was repeated in finding 2023-01 in the current year schedule of findings, questioned costs, and other matters.



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. 8d**

FROM: Ryan Smoot, City Manager

PREPARED BY: Jenn Howell, P.E., Associate Engineer

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

MEETING DATE: December 19, 2023

SUBJECT: Discussion and Consideration to Approve a Professional Services Agreement with Hazen and Sawyer for Engineering Design Services for the Downtown Lomita Multi-Benefit Stormwater Project

RECOMMENDATION

- 1) Approve a Professional Services Agreement with Hazen and Sawyer for Engineering Design Services for the Downtown Lomita Multi-Benefit Stormwater Project in the amount of \$853,777 plus a 10% contingency amount of \$85,378, for a total amount of \$939,155; and
- 2) Authorize the City Manager and City Clerk to execute the Agreement.

PROJECT DESCRIPTION

The Engineering Design Services for the Downtown Lomita Multi-Benefit Stormwater Project includes the design of stormwater features along Lomita Boulevard and Narbonne Avenue to mitigate local and downstream flood risk, improve water quality, and reduce the heat island effect in the downtown Lomita area. In addition, the project includes features to beautify the neighborhood and promote healthy transportation and recreation. The Project is intended to divert 5.6 acre-feet of stormwater from three Los Angeles County Flood Control District (LACFCD) storm drains in the downtown area of Lomita to stormwater control features such as an infiltration gallery and a series of drywells. Additional proposed features include bioretention areas, pervious pavement, planting of vegetation with drought-tolerant native plants, 45 new shade trees, 10 benches, bike locking stations, educational signage, and a bike lane along a section of Lomita Boulevard.

BACKGROUND

The City is part of the Dominguez Channel Watershed Management Group (DC WMG) that consists of the County of Los Angeles, (LACFCD), LACFCD, and the cities of Lomita, Los Angeles, Carson, El Segundo, Lawndale, Hawthorne, and Inglewood. An Enhanced Watershed Management Plan (EWMP) was developed by the DC WMG pursuant to the requirements set forth by Order No. R4-2012- 0175, Los Angeles County Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) Permit (MS4 Permit). The EWMP was originally submitted to the Los Angeles Regional Water Quality Control Board (Regional Board) in February of 2016, approved in April of 2016, and was updated in June of 2021. The Downtown Lomita Multi-Benefit Stormwater Project is included in the EWMP and was developed by the City as a means of meeting the City's water quality targets identified in the EWMP.

SELECTION PROCESS

The Request for Proposals (RFP) for Engineering Design Services for the Downtown Lomita Multi-Benefit Stormwater Project was issued on October 2, 2023. The RFP was posted on City of Lomita's website, and notification of the RFP posting was sent to 22 engineering consulting firms.

Proposals were received from three consulting firms on November 21, 2023. The review committee reviewed all proposals for staff qualifications, recent relevant project experience, and proposed scopes of work. The committee interviewed all three firms and ranked the consulting firms based on which firm could best provide the requested services, and Hazen and Sawyer was chosen as the top consulting firm.

Hazen and Sawyer received the highest ranking overall based on their understanding of the project scope, experience with similar projects, individual staff experience with preparing this project's feasibility study, and familiarity with project-specific regulators' and funding agencies' requirements. Hazen and Sawyer is a nationwide engineering consulting firm focused on providing solutions to water supply and water quality challenges. They have extensive experience with stormwater projects in Southern California and across the nation. The project staff are primarily located in the Los Angeles and Irvine offices. In addition, the design lead is located in the Raleigh, North Carolina office and has worked on green infrastructure in New York City and other urban environments and understands the unique challenges this environment creates for design and construction.

Hazen and Sawyer will use subconsultants for specialty services for this project. The subconsultants, Ninyo & Moore for geotechnical investigations, Murakawa Communications for outreach, Ultra Engineering Contractors for potholing, Calvada Surveying for surveying, Psomas for transportation, Traffic Control Engineering for traffic control, and Rincon Consultants for archaeology consultation. These firms are experienced in their specific disciplines with extensive experience across Southern California on similar projects.

Based on Hazen and Sawyers' proposal and the project scope, staff negotiated a final scope and fees with Hazen and Sawyer in the amount of \$853,777 for engineering design services for the project. Staff recommends approval of a 10% contingency, in the amount of \$85,378, which will be added to the total project budget and included in the agreement. This would result in a total project budget of \$939,155.

The design of the project is scheduled to start in January 2024, pending Council approval, and is expected to be completed in 14 months. During the design phase, the City will pursue options for construction funding including LA County, Safe, Clean Water (SCW) Program Regional Program funds and U.S. Army Corps of Engineers Section 219 assistance.

FISCAL IMPACT

The LA County SCW Program is a source of funding for this work, and the City contracted with CDM Smith to prepare a project feasibility study in May 2021. With the feasibility study, the City applied for and was awarded Regional Program funding through the SCW in July 2021. The City was awarded \$449,300 from this program to be used for the design of the Downtown Lomita Multi-Benefit Stormwater Project. The City agreed to contribute an additional \$449,500 for the project design. In addition, the City's SCW Municipal Program return funds were designated as the City's matching contribution. SCW Regional Program funds were allocated for FY 2022-23 and FY 2023-24; however, notification and a copy of the executed Transfer Agreement were not received until October of 2023. Once those were received, the City initiated the process of pursuing a design engineering firm to design for this project.

The project budget is as follows:

FUND	AMOUNT
Measure W Municipal Program (Fund 211) FY 22-23	\$ 173,000
Measure W Municipal Program (Fund 211) FY 23-24	\$ 221,994
Measure W Municipal Program (Fund 211) FY 24-25	\$ 82,917
Measure W (SCW) Regional Program (Fund 211)	\$ 449,300
Street Improvement (Fund 311)	\$ 11,944
Total	<u>\$ 939,155</u>

Based on the proposal fee amount, sufficient funds are available to fund the design of the project.

OPTIONS

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

ATTACHMENTS

1. Professional Services Agreement with Hazen and Sawyer

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



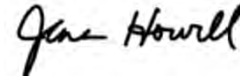
Ryan Smoot
City Manager

Reviewed by:



Carla Dillon, P.E.
Public Works Director

Prepared by:



Jenn Howell, P.E.
Associate Engineer



**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF LOMITA AND HAZEN AND SAWYER**

This AGREEMENT for Design Services is entered into this 19th day of December 2023, by and between the CITY OF LOMITA, a general law city and municipal corporation (“CITY”) and HAZEN AND SAWYER (“CONTRACTOR”).

RECITALS

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

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

1. CONSIDERATION AND COMPENSATION.

- A. As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, attached as **Exhibit A**;
- B. As an additional consideration, CONTRACTOR and CITY agree to abide by the terms and conditions contained in this Agreement.
- C. As additional consideration, CITY agrees to pay CONTRACTOR an amount of \$853,777.00, the CONTRACTOR’s estimated costs of its services, unless otherwise specified by written amendment to this Agreement. The City Council has also approved an additional 10% of these estimated costs, or up to \$85,378.00, for unexpected contingencies, or a total, not-to-exceed amount of \$939,155.00. If CONTRACTOR incurs expenses exceeding its estimated costs of \$853,777.00, the CONTRACTOR must request such expenses in writing, and the CITY’s City Manager or his designee must approve of such requests, 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 Jennifer Coryell, Andrea Zimmer, and Alysondria Eason. 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 upon completion of the scope of work for the Downtown Multi-Benefit Stormwater Project, unless earlier termination occurs under Section 13 of this Agreement or extended in writing in advance by both parties.

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

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

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

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

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

14. TERMINATION.

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

15. INDEMNIFICATION.

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

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

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

20. INSURANCE REQUIREMENTS.

- A. CONTRACTOR, at CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
1. Workers Compensation Insurance as required by law. CONTRACTOR shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against CITY, its officers, agents, employees, and volunteers for losses arising from work performed by CONTRACTOR for CITY.
 2. General Liability Coverage. CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than two million dollars (\$2,000,000) 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 two million dollars (\$2,000,000) 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>Hazen and Sawyer</u> <u>800 W. 6th Street, Suite 400</u> <u>Los Angeles, CA 90017</u>
<u>ATTN: City Manager</u>	<u>ATTN: Jennifer Coryell</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:

Lynn Grijalva, Principal-in-Charge

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 DESIGN SERVICES

FOR

Downtown Lomita Multi-Benefit Stormwater Project

**PROPOSAL DEADLINE
TUESDAY, NOVEMBER 21, 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 complete the design and prepare a PS&E bid package for the Downtown Lomita Multi-Benefit Stormwater Project.

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 is part of the Dominguez Channel Watershed Management Group (DC WMG) that consists of the County of Los Angeles, Los Angeles County Flood Control District (LACFCD), and the cities of Lomita, Los Angeles, Carson, El Segundo, Lawndale, Hawthorne, and Inglewood. An Enhanced Watershed Management Plan (EWMP) was developed by the DC WMG pursuant to the requirements set forth by Order No. R4-2012- 0175, Los Angeles County Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) Permit (MS4 Permit). The EWMP was originally submitted to the Los Angeles Regional Water Quality Control Board (Regional Board) in February of 2016, approved in April of 2016, and was updated in June of 2021. The update is pending approval. The Project is included in the EWMP and was developed by the City as a means of meeting the City's water quality targets identified in the EWMP.

The Project is located in the downtown area of Lomita, south of City Hall on Narbonne Avenue and extends 450-feet south to Lomita Boulevard. It continues along the 1,100-foot length of Lomita Boulevard from Lucille Avenue to Woodward Avenue. The goal of the Project is to capture and infiltrate stormwater flow that would otherwise carry pollutants of concern downstream to Wilmington Drain, Machado Lake, and Los Angeles Harbor. By infiltrating stormwater under the City-owned parking lot on Narbonne Avenue and in drywells under Lomita Boulevard, the Project will reduce the risk of flooding that could occur downstream of the Project. Bioretention along Narbonne Avenue will mitigate existing localized flooding that frequently occurs in the downtown area of Lomita.

Other key components of the Project include prioritization of nature-based solutions; the planting of 45 trees along Narbonne Avenue and Lomita Boulevard as well as new vegetated areas along the sidewalk and in the medians that will capture stormwater. These vegetated bioretention areas will reduce the heat island effect that can occur in high impervious areas. The Project also includes key placement of benches and a bike lane along a portion of Lomita Boulevard to encourage pedestrian and community use. A preliminary report and conceptual design of the project was previously completed by the City and is included in the link below under the FY 2022 – 2023 listing.

<https://portal safecleanwaterla.org/scw-reporting/dashboard>

B. PROJECT DESCRIPTION

The Downtown Lomita Multi-Benefit Stormwater Project will utilize nature-based solutions to help divert approximately 5.6 acre-ft of stormwater from three Los Angeles County Flood District (LACFD) storm drains located in the downtown area of Lomita to an infiltration galley and a series of 34 drywells. In addition to the infiltration gallery and the drywells, the scope of work for the Project includes the installation of 45 new shade trees, 10 benches, pervious pavement, 8,000 square feet of bioretention areas, vegetation areas, drought-tolerant and native plants, bike locking stations, educational signage, and a bike lane on a portion of Lomita Boulevard. The selected Consultant shall review the conceptual design and provide a cost-benefit analysis of the installation of an irrigation system that draws from the captured stormwater to irrigate the vegetated areas. Based on the analysis and review by the City, the irrigation system may be included in the final design. The selected Consultant shall also evaluate the impact and cost effectiveness of adding pervious pavement along the proposed bike lanes and/or parking lanes. The City is pursuing funding from the U.S. Army Corps of Engineers through the Section 219 General Environmental Infrastructure program; this funding/authorization is pending. Should funding be approved, the U.S. Army Corps of Engineers will be involved in the final design review, bidding, and construction.

C. DESCRIPTION OF WORK

The purpose of this RFP is to seek the services from an Engineering firm/Consultant to complete the design of the Downtown Lomita Multi-Benefit Stormwater Project. The selected firm will prepare Construction Plans, Project Specifications, and Estimate (PS&E) subject to the review and approval by the City Engineer and, if funding is approved, the U.S. Army Corps of Engineers. Additional services shall include, but not be limited to, preparation of documents for the application for construction funds from the Safe, Clean Water Regional Program, utility and/or infrastructure coordination, preparation of the CEQA evaluation, the incorporation of federal requirements into the PS&E, professional support during the construction

bidding process, field surveying, geotechnical investigations, permit coordination, compliance with all applicable governing agencies, and preparation of educational signage, the Operation and Maintenance Plan, the Vector Control Plan, the Monitoring Plan, and the Traffic Control Plan. A detailed scope of services is included in Section III.

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.

D. PROJECT DURATION

The estimated time to complete this design is up to fourteen (14) months; the City is seeking a proposal that could expedite the design. The design process can be subdivided as followed:

- Data Review & Analysis
- Preliminary Design
- PS&E – 60%
- PS&E – 90%
- PS&E – 100%

One (1) digital pdf, one (1) native digital file, and two (2) mylar copies of the final approved design plans shall be submitted to the City.

E. PROJECT SCHEDULE

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

Milestone	Date*
RFP Release	October 24, 2023
Last Day for Questions	November 7, 2023 at 1:00 PM
Issue Addendum	November 14, 2023
Proposal Deadline	November 21, 2023 at 1:00 PM
Consultant Interviews	December 4 - 7, 2023
Expected City Council Approval	December 19, 2023
Expected Kick-off & Notice to Proceed	January 9, 2024

*Note – All dates are estimates and subject to change

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's legal name, name, address, and telephone number of the person(s) to be used for contact who will be authorized to make presentations for the firm. The cover letter must bear the signature of the person authorized to sign on behalf of the proposer and to bind the applicant in a contract. The cover letter will include a statement offering the proposer's acceptance of all conditions listed in the "Request for Proposals" document. **Any exception on the Proposer's behalf must be stated in the proposal cover letter.**

- II. Qualification and Experience (maximum of 10 pages): The proposed **Engineering Team** shall have experience working with public agencies and/or infrastructure design 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, if utilized. Resumes of principal staff should not exceed two pages 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 15 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 (QC) and quality assurance (QA) 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 approximately three consulting firms 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 to California Department of Industrial Relations web site at: http://www.dir.ca.gov/dlsr/statistics_research.html. City will not assume any responsibility for Contractor’s failure to pay prevailing wages in accordance with State law.

B. EXAMINATION OF PROPOSAL DOCUMENTS

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

C. ADDENDA

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

D. QUESTIONS AND ADDITIONAL INFORMATION

Questions relating to this RFP shall be emailed to the Public Works Department at: publicworks@lomitacity.com no later than **Tuesday, November 7, 2023, at 1:00PM.**

E. PROPOSAL SUBMITTAL

Proposals are due on or before **Tuesday, November 21, 2023, at 1:00 PM.**

One (1) electronic PDF copy of the proposal shall be emailed to the Public Works Department at: publicworks@lomitacity.com with **Proposal for: Downtown Lomita Multi-Benefit Stormwater Project** in the email title.

The Fee Proposals shall be emailed to the Public Works Department at: publicworks@lomitacity.com with **Fee Proposal for: Downtown Lomita Multi-Benefit Stormwater Project** in the email title.

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 fourteen (14) 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:

- Project name,
- Period for which invoice is submitted,
- Invoice number,
- Task name,

- Balance remaining and percent completed for each task,
- Total project budget (approved tasks only) and remaining balance,
- Each employee's name, hours of work, date, task, rate, and total charge, and
- Invoices must be accompanied by payroll and any other supporting documents that will be necessary to expedite the review and approval process.

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 for the Downtown Lomita Multi-Benefit Stormwater Project. The Consultant is to produce 100% Plans, Specifications and Estimates (PS&E) and submit to the City for review and approval by the City and by the U.S. Army Corps of Engineers.

The following scope of work is a minimum suggested scope for the work of the project. The City is seeking a Consultant to provide comprehensive engineering consulting services, which includes, but is not limited to preliminary planning and engineering, cost-benefit analysis, preparation of Plans, Specifications, and Estimates (PS&E), and bidding and construction support for the aforementioned project.

The Consultant may provide additional tasks which they feel are pertinent to or add 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 stormwater and street design.
- Consultant shall coordinate a kick-off meeting with Lomita staff and sub-consultants to discuss the scope of the project, develop a work plan to accomplish the project goals, schedule, and identify future constraints.
- In addition to the kick-off meeting, the Consultant shall plan for sufficient meetings with Lomita staff to complete the project. Consultant shall prepare agendas for all meetings and submit them to the City two (2) working days prior to the meeting for review. For each meeting, Consultant shall record minutes and distribute them within five (5) working days of the meeting.
- Consultant shall submit monthly progress reports with each invoice. Progress reports shall contain work performed, project concerns and impacts, and the work anticipated for the next month.
- Consultant shall prepare an overall project schedule indicating each major and minor task including milestones, estimated start and end times, task duration, task dependencies, and other relevant project information. The schedule shall include and incorporate a three-week review period for the City's review and the U.S. Army Corps of Engineers' review of relevant submittals, City Council approvals, and the City's 9/80 work schedule including holidays. The baseline

schedule shall be submitted at the kick-off meeting, and the Consultant shall update the schedule as needed or as requested by the City's Project Manager.

- Consultant shall prepare presentations, presentation boards and handouts for two Stakeholder Workshops that will be held at the 60% and final design stages to engage the local community in the design of the Project. Consultant shall attend each workshop, record public and City comments, and distribute the recorded comments within five (5) working days of each workshop.

Task 2 – Data Research and Investigation

- Consultant shall acquire and review existing public data and acquire additional stormwater, environmental, and other relevant data from affected agencies.
- Consultant shall acquire and review all land and title records.
- Consultant shall conduct utility investigations within the project limits and identify all utilities and possible constructability conflicts. Consultant shall verify to the extent economically feasible the location, size and depth of these utilities. Given the complex nature of the project, the Consultant shall determine the need for incorporating pothole utility data into the design plans.
- Consultant shall identify all utility and infrastructure requiring relocation and coordinate the relocation(s) with the utility owner and City.
- Consultant shall contact all agencies with facilities within project limits and request documentation that identify the locations of those facilities.
- Consultant shall coordinate with any businesses and properties that will be affected by the project design.
- Any work tasks conducted in the Public Right of Way will require an Encroachment Permit from the City (no fee). The entity completing the work shall provide traffic control plans (stamped by P.E.) if on streets, obtain a business license, provide insurance documentation, and contractor license documentation.

Task 3 – Safe, Clean Water Regional Program

- This design project is partially funded by the Safe, Clean Water Regional Program. Funding was granted based on the specific benefits that the project is intended to provide. If modifications to the existing, conceptual design revise these benefits, the Consultant must alert the City so that the Safe, Clean Water Regional Program can be notified. Section 5 of the Downtown Lomita Multi-Benefit Stormwater Project Feasibility Study, dated July 29, 2021 and prepared by CDM Smith, includes the estimated project benefits. In summary, these benefits are:
 - Water quality cost effectiveness
 - Pollutant load removal
 - Community investment
 - Nature-based solutions
 - Leveraging funds with cost share and community support

- Consultant shall prepare the quarterly reports for the design portion of funding from the Safe, Clean Water Regional Program.

Task 4 – Geotechnical Investigation

- Consultant shall perform potholing in the field as required and agreed upon by the City of Lomita, to determine the exact locations and elevations of existing, underground utilities, improvements, and related facilities. The equipment for potholing as well as the equipment operator shall be provided by the Consultant. The number of potholes for proposal purposes shall be ten (10) for this Project, and the locations will be submitted to the City for review prior to being performed. If the proposer believes that more potholes will be needed, the proposer shall include that in the proposal with associated costs as optional work.
- Consultant shall provide testing services for possible soil contamination if encountered during design-phase investigation. If contaminated soil is encountered, provide guidance to ensure that the contractor handles and disposes of any hazardous materials per construction documents, applicable health and safety codes, and environmental regulations.
- Consultant shall perform a geotechnical investigation to determine potential impacts to groundwater, soils, and drainage. Consultant shall prepare a geotechnical investigation report or technical memo and submit it to the City.
- Consultant shall perform a field investigation that may be undertaken in one to three phases as the Consultant determines. Consultant shall determine the scope of the field investigation and include the scope and cost in their proposal. At a minimum, the investigation shall include:
 - Shallow percolation testing at two areas identified for bioretention to determine if underdrains are required.
 - Phase 1: CPTs
 - 1) Two CPTs with a target depth of 50 feet below ground surface (bgs) at the infiltration gallery
 - 2) Two CPTs with a target depth of 80 feet bgs, one at each of the proposed drywell alignments
 - Phase 2: Five 8-inch diameter, hollow-stem auger borings
 - 1) Two borings to a depth of 25 feet bgs and one boring to a depth of 50 feet bgs at the infiltration gallery
 - 2) Two borings to a depth of 80 feet bgs, one at each of the proposed drywell alignments
 - 3) Soil testing shall be performed for each boring on soil samples starting at the surface and at 5.0-foot intervals to the full depth of the boring.
 - 4) At a minimum, laboratory testing of each sample shall include gradation, moisture content, Atterberg Limits, and determination of USCS soil classification.
 - 5) A constant-head, borehole percolation test shall be performed in each boring.

- Phase 3: Large-diameter (>18" diameter) test drywells
 - 1) Two test drywells with a target depth of up to 80 feet bgs, one at each of the proposed drywell alignments.
 - 2) A constant-head, borehole percolation test shall be performed in each test drywell.
 - 3) Consultant may revise depth if needed based on results from previous phases.

Task 5 – California Environmental Quality Act (CEQA) Requirements

Task 5.1 – Floodplain

Consultant shall perform a desktop analysis to determine the potential impacts to the 100-year floodplain or floodway.

Task 5.2 – Fish and Wildlife Listed Species

Consultant shall perform a desktop analysis to determine potential impacts to state or federal listed species using the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) system and the California Department of Fish and Wildlife (DFW) California Natural Diversity Database (CNDDDB).

Task 5.3 – Wetlands

Consultant shall perform a desktop analysis to determine the presence and potential impacts to wetlands or surface waters utilizing the USFWS National Wetlands Inventory (NWI) database and applicable U.S. Geological Survey (USGS) topographic map(s).

Task 5.4 – Cultural Resources

Consultant shall prepare a cultural resources study to determine potential impacts to historic, prehistoric and/or tribal resources. This must be prepared by a qualified archeologist and architectural historian, and include research at the California Historic Records Information Center, field survey and tribal consultation.

Task 5.5 – Air Quality

Consultant shall perform a desktop analysis to determine potential impacts on air quality and greenhouse gas emissions.

Task 5.6 – Contamination

Consultant shall perform a desktop analysis utilizing the EnviroStor database (California Department of Toxic Substances Control) and/or Geotracker database (State Water Resources Control Board) to determine the risk of encountering hazards associated with the presence of contaminated soil, groundwater, or other hazardous materials.

Task 5.7 – CEQA Initial Study with Checklist

Upon completion of the studies listed in Tasks 3 and 4, the Consultant shall fill out the CEQA Environmental Checklist Form in Appendix G of the CEQA Guidelines (AEP, 2021) and prepare an Initial Study completed in accordance with CEQA Guidelines Article 5.

Task 5.8 – NEPA Documentation

Consultant shall prepare documents following the NEPA guidelines for the U.S. Army Corps of Engineers and submit them to the City for NEPA evaluation by the U.S. Army Corps of Engineers.

Task 6 – Engineering Design

Task 6.1 – Preliminary 60% PS&E Submittal

- Consultant shall prepare a 60% design submittal and submit two (2) hard copy prints and a digital copy to the City for review. The 60% submittal shall include at a minimum: all design criteria, preliminary engineer's cost estimate, preliminary bike lane and street alignments (alignment must retaining all existing street parking), preliminary contract documents, and proposed locations of bike locking stations, benches, bioretention and vegetated areas, drywells, trees, and the infiltration gallery.
- Consultant shall evaluate the conceptual plan provided by the City and submit a cost-benefit analysis on the installation of an irrigation system from captured stormwater to irrigate vegetated areas. Based on the City's review, the irrigation system may be included in the design and further submittals.
- Consultant shall evaluate the impact and cost effectiveness of adding pervious pavement along the proposed bike lanes and/or parking lanes. Based on the City's review, the pervious pavement may be included in the design and further submittals.
- Consultant shall incorporate federal requirements into the PS&E.
- Attend a 60% submittal review meeting to review and discuss the City's comments. Following the meeting, Consultant shall incorporate the City's comments into the progress plans.

Task 6.2 – Pre-Final Submittal 90% PS&E

- Consultant shall prepare a 90% design submittal and submit two (2) hard copy prints and a digital copy to the City for review. The 90% submittal shall include Contract bidding documents including plans, technical specifications, and an engineer's estimate.

- Consultant shall attend a 90% submittal review meeting to review and discuss the City's comments. Following the meeting, Consultant shall incorporate the comments in the PS&E.

Task 6.3 – Final Submittal 100% PS&E

- Prepare a final 100% design submittal, including final bidding documents and submit two (2) hard copy prints and a digital copy to the City for review by the City and the U.S. Army Corps of Engineers. The 100% submittal shall include Contract bidding documents including plans, technical specifications, and an engineer's estimate.
- Submit the final 100% submittal package to the City for bidding purposes. Submit two (2) hard copies and one (1) USB flash drive with all electronic files on it of the 100% submittal package. The final 100% submittal shall include all electronic files including MS Office and AutoCAD files.
- All final plans and specifications must be signed and stamped by a California-licensed professional Civil Engineer.

Deliverables

- The Consultant shall prepare and submit PS&E for the City's review and approval at the following stages of design:
 - 60%: Preliminary
 - 90%: Pre-Final
 - 100%: Final
- *One (1) digital pdf copy and two (2) hard copies of the PS&E per submittal shall be submitted to the City for review by the City and the U.S. Army Corps of Engineers. Upon receipt of final comments from the City and U.S. Army Corps of Engineers, Consultant will prepare 100% Plans and Specifications for the City's and the U.S. Army Corps of Engineers' final review and approval.*

Task 7 – Permit Coordination and Compliance

- Consultant shall assist the City of Lomita in acquiring and complying with the necessary permits. Consultant shall contact all necessary permitting agencies to determine permit requirements and permitting fees, and prepare any plans, forms, and documentation requested by the permitting agencies during the permitting process.
- The three storm drains are the property of LACFCD. Thus, for all modifications and refinements to the design, the Consultant shall coordinate closely with LACFCD to ensure all applicable agreements and/or permit provisions are adhered to.

Task 8 – Operation and Maintenance (O&M) Plan

Consultant shall prepare an O&M Plan. The O&M Plan shall address operation and maintenance for diversion structures, debris separating baffle boxes (DSBB), drywells, infiltration gallery, pervious pavement, vegetation, bioretention features, and vector production minimization. Consultant shall submit two (2) hard copy prints and a digital copy to the City for review by the City and the U.S. Army Corps of Engineers. Consultant shall incorporate all comments and shall submit two (2) hard copy prints and a digital copy of the final O&M Plan to the City.

Task 9 – Vector Control Plan

Consultant shall prepare a comprehensive Vector Control Plan. The Consultant shall submit the plan to the Los Angeles County West Vector Control District for review and shall address all comments. Consultant shall submit two (2) hard copy prints and a digital copy to the City for review. Consultant shall incorporate all comments and shall submit two (2) hard copy prints and a digital copy of the final Vector Control Plan to the City.

Task 10 – Monitoring Plan

Consultant shall prepare a Monitoring Plan. The Monitoring Plan shall address monitoring of runoff volume captured and treated by the various project components, measuring the water quality of the runoff that is captured and treated by the water quality components, and measuring pollutant loading by measuring flow and pollutant concentrations in the influent flow to the pretreatment DSBB devices. Consultant shall submit two (2) hard copy prints and a digital copy to the City for review by the City and the U.S. Army Corps of Engineers. Consultant shall incorporate all comments and shall submit two (2) hard copy prints and a digital copy of the final Monitoring Plan to the City.

Task 11 – Traffic Control Plan

Consultant shall prepare and submit traffic control plans as required by the City of Lomita for this Project. Consultant shall follow through with the permitting agencies and make all necessary revisions and resubmittals until submittal is accepted, and all permit(s) are issued.

Task 12 – Safe, Clean Water Regional Program Document Preparation

Consultant shall prepare application and associated documents to request funding for the construction phase of the Project from the Safe, Clean Water Regional Program.

Task 13 – Educational Signage

- Consultant shall design educational signs that identify the project benefits and contain information about stormwater and nature-based treatment alternatives that help keep our waterways clean in a safe, effective manner and that have multiple positive impacts on the environment.
- Educational signage will be placed at the entrance to the parking lot of the infiltration gallery, bus stops on the west and east sides of Narbonne Avenue just north of the intersection with Lomita Boulevard, bike locking stations, and strategic locations where additional bioretention facilities are proposed. Consultant shall determine specific placement of the signage and submit to the City for approval.

Task 14 – Field Survey

- Consultant shall determine if a comprehensive topographic survey of the proposed project limits and surrounding areas is required; if so, include this in the scope of work.
- Survey shall be performed by a California licensed Land Surveyor to locate appurtenances including but not limited to parcel lot boundaries, survey monuments, storm drains/catch basins, manholes, utilities, hydrants, valves, meters and meter boxes, curb and gutter, trees, power poles, edge of pavement, street centerlines, sidewalks, driveway approaches, service laterals, and project limits plus a minimum 60 feet beyond the project limits.
- Consultant shall locate all centerline monuments and ties during the design stage. The findings shall be incorporated into the contract documents. The City's practice is to include a construction contract bid item to re-establish all disturbed monuments, as required by State law.

Optional Tasks

The following are Optional items of work that shall not be started without authorization from the City of Lomita. The City reserves the right to exercise its option to remove or proceed with the following tasks.

Optional Task 15 – Bidding and Construction Support

- Consultant shall provide professional support during bidding process and construction activities. Consultant shall perform the following, but not limited to the following:
 - 1) Coordinate bid issuance dates, times and places with the City of Lomita.
 - 2) Conduct a Pre-Bid and Pre-Construction meeting at a date, time, and place set by the City of Lomita. Consultant shall:
 - a) Instruct prospective bidders and suppliers to the types of information required by the contract documents and the format in which the bids should be presented.

- b) Review special project requirements and contract documents in general.
 - c) Prepare agendas and meeting minutes.
 - d) Receive requests for interpretations, which will be answered by addendum.
- 3) Consultant shall assist the City of Lomita with bid openings, answer questions as appropriate during the bid, make preliminary tabulation of bids, and review questionnaires and bids for completeness.
 - 4) Consultant shall review construction submittals, respond to Requests for Information (RFI's) and assist in cost estimate and analysis for any Change Orders issued during construction.
 - 5) If additional funding is acquired, a third party will be involved in this process.

Optional Task 16 – As-Built Plans

At the completion of construction, Consultant shall coordinate with the construction management team to obtain a set of plans that are marked-up by the contractor, accurately showing what was built, and to transfer that information to the as-built plans.

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 qualified consultants on the shortlist will be interviewed.

After the interview, the committee will reestablish a final ranking of the highest ranked consultants. The highest ranked consultant will be selected for the project. Cost proposals for all qualified consultants will be opened and used to begin negotiations, however, with the highest ranked consultant. If an agreement on fees cannot be reached, then negotiations will proceed to the second highest qualified consultant, and so on and so forth until a final agreement is reached with a consultant.

The proposals will be evaluated based on the following:

A. PROFESSIONAL QUALIFICATIONS - 20 points

Identify individuals who will be assigned to this project by name, title and their role on this project. Indicate which of these individuals you consider key to the successful completion of the project. Resumes or qualifications are required for proposed project personnel who will be assigned to the project. Qualifications and capabilities of any sub-consultants shall be included.

B. PAST EXPERIENCE WITH SIMILAR PROJECTS - 30 points

The written proposal must include a list of specific experience in the project design area and indicate proven ability in designing similar projects for the firm and the individuals to be assigned to the project. Experience in bioretention projects, drywell design projects, infiltration gallery design projects, projects utilizing pervious pavement, relevant stormwater and hydrogeological work, stormwater monitoring and sampling, similar municipal stormwater projects and regulatory compliance is highly desirable. The proposal should also indicate the ability to have projects completed within the budgeted amounts. A complete list of client references must be provided for similar projects completed within the last five to seven years. It shall include the firm's/agency's name, address, telephone number, project title, and contact person.

C. PROPOSED WORK PLAN – 40 points

A detailed work plan is to be presented and should outline the overall project understanding, approach, and list all tasks determined to be necessary to accomplish the overall scope of the project. The work plan shall include, but is not to be limited to, the objectives/tasks listed in Section III of the RFP. The work plan shall define resources needed for each task (title and labor hours) and staff persons completing the project element tasks. In addition, the work plan shall include a timeline schedule depicting the sequence and duration of tasks showing how the work will be organized and executed.

The work plan shall be sufficiently detailed and clear to identify the progress milestones, i.e. when project elements, measures, and deliverables are to be completed. Additional project elements suggested by the proposer that are thought to be necessary for the completion of the project are to be included in the work plan and identified as proposer-suggested elements.

Identify all of those, if any, who will be subcontracted to assist you with this project, and the extent of work for which they will be responsible. Include similar reference data for subcontractors and employees as requested above for the main proposer.

Include any other information that you believe to be pertinent but not specifically asked for elsewhere.

D. FEES - 10 points

Submit a fee schedule in a separate sealed envelope with proposal. Fee schedule shall clearly identify each task, number of hours assigned to each task, name and title of individual assigned to each task, hourly rate of each individual, and total hours and total dollar amount for the project.

E. AUTHORIZED NEGOTIATOR

Include the name and phone number of person(s) in the organization authorized to negotiate the Professional Services Agreement with the City.

ATTACHMENT - A GENERAL CITY MAP

**ATTACHMENT - B
PROFESSIONAL SERVICES AGREEMENT
(SAMPLE)**



**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF LOMITA AND NAME**

This AGREEMENT for Description is entered into this ___ day of ___ 20___, by and between the CITY OF LOMITA, a general law city and municipal corporation ("CITY") and NAME ("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 Description.
- 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 of \$xxx,xxx.xx, the CONTRACTOR's estimated costs of its services, unless otherwise specified by written amendment to this Agreement. The City Council has also approved an additional xx% of these estimated costs, or up to \$xx,xxx.xx, for unexpected contingencies, or a total, not-to-exceed amount of \$xxx,xxx.xx. If CONTRACTOR incurs expenses exceeding its estimated costs of \$xxx,xxx.xx, the CONTRACTOR must request such expenses in writing, and the CITY's City Manager or his designee must approve of such requests, 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 Name(s). 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 DATE, unless earlier termination occurs under Section 13 of this Agreement or extended in writing in advance by both parties.

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

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

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

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

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

14. TERMINATION.

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

15. INDEMNIFICATION.

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

of California and will survive termination of this Agreement.

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

20. INSURANCE REQUIREMENTS.

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

California, or which is approved in writing by CITY, and shall be endorsed as follows. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.

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

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

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

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

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

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

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

CITY	CONTRACTOR
<u>City of Lomita</u> <u>24300 Narbonne Avenue</u> <u>Lomita, CA 90717</u>	<u>Company</u> <u>Address</u>
<u>ATTN: City Manager</u>	<u>ATTN: Signer</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:

Signatory, Title

ATTEST:

Kathleen Horn Gregory, City Clerk

XX-XXXXXX
Taxpayer ID No.

APPROVED AS TO FORM:

Trevor Rusin, City Attorney

CITY COUNCIL

BARRY WAITE
BILL UPHOFF
JAMES GAZELEY
CINDY SEGAWA
MARK WARONEK



ADMINISTRATION

RYAN SMOOT
CITY MANAGER

CITY OF LOMITA

DEPARTMENT OF PUBLIC WORKS

DOWNTOWN LOMITA MULTI-BENEFIT STORMWATER PROJECT

**REQUEST FOR PROPOSAL
ADDENDUM NO. 1**

DATE: November 14, 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 bid.

QUESTIONS

The following are responses to questions received from prospective bidders:

Question 1: Are 11x17 sheets permitted in our response?

Response: [Yes, 11x17 sheets are permitted in your response.](#)

Question 2: It is our understanding that the parking lot used to be an ARCO station. Has there been a clean closure of the site or has remediation taken place? Has the City considered the possibility of “moving” any remaining contaminants (below the depths of removal or treatment if these were performed) as a result of the installation of large infiltration facilities, or is the potential presence of contaminants not considered an issue at the parking lot?

Response: [The City has not identified a clean closure letter nor considered prior site usage in the feasibility study process. Infiltration galleries are generally not recommended for sites with past contamination issues. If the site is infeasible for installation of the infiltration gallery, the design should incorporate whatever is necessary to meet project objectives.](#)

Question 3: Regarding Task 4, is the infiltration testing and reporting to be done according to the County Guidelines provided in GS200.1 (2021)?

Response: Yes, infiltration testing and reporting should be performed in accordance with LA County's GS200.1 (2021) "Guidelines for Geotechnical Investigation and Reporting, Low Impact Development Stormwater Infiltration".

Question 4: Regarding Task 4, are there any plans for geotechnical explorations and/or shallow infiltration testing along Narbonne Street?

Response: The proposal should include all geotechnical testing deemed necessary for this project. The minimum requirements as listed in the RFP do not include geotechnical explorations or shallow infiltration testing along Narbonne Street.

Question 5: Regarding Task 4, it would help to know the approximate locations of the anticipated borings, particularly along Lomita Avenue, since those will determine the extent of traffic control measures required. If adjacent side streets are used, there will be less traffic issues obviously.

Response: The City of Lomita website (<https://lomitacity.com/current-bids-rfps/>) contains the downloadable fact sheet and the downloadable feasibility study under the Engineering Design Services for the Downtown Lomita Multi-Benefit Stormwater Project item. Both of these files contain a figure with the proposed locations of the project's design features. One is included on the following page for reference. As shown in the figure, west of Narbonne Avenue, the proposed location of the first set of dry wells is in the middle section of Lomita Boulevard, primarily in the median. East of Narbonne Avenue, the proposed location of the second set of dry wells is in the driving lanes of the northern section of Lomita Boulevard. One boring and one test drywell should be located along the alignment of the first set of drywells, and one boring and one test drywell should be located along the alignment of the second set of drywells. The proposer should determine the specific locations along the alignment of the borings and drywells based on the locations that will provide the most useful information and avoidance of utilities.



Figure 2-1. Project Schematic

Question 6: Regarding Task 4, will the City require traffic control plans and approval of the plans by their own staff? Or will the City be ok with usage of the WATCH manual to provide traffic control?

Response: Yes, for work on Lomita Boulevard and Narbonne Avenue, the City will require stamped traffic control plans to be submitted to the City for approval. Use of the WATCH manual to provide traffic control will not be sufficient.

Question 7: Regarding Task 4, will the City require encroachment permits or they will be provided to the consultant?

Response: Yes, the City will require encroachment permits; however, these will be No Fee Encroachment Permits. As part of the permitting process, the Consultant will need to provide a business license with the City, documentation of appropriate contractor's licenses, and a certificate of insurance.

Question 8: Regarding Task 4, for the dry well testing access to fire hydrants will likely be required, so the chosen locations (how far they are from fire hydrants) are critical in terms of planning. Will the City provide fire hydrant meters for the dry well infiltration testing?

Response: The City will identify hydrant locations available for use; however, the Consultant must apply and pay for the temporary fire hydrant meter and water use for the project. This is done by filling out an application and bringing it to City Hall along with payment for the associated fees. The fees will be determined based upon the current Master Fee Schedule, available on the City's website, <https://lomitacity.com/citywide-master-fee-schedule/> and water rates: <https://www.lomitawater.com/water-rate-information-2022/>. As of December 4, 2023, the fee includes \$800 deposit, \$77.27 rental, \$380.46 install and removal plus the cost of water. Additional fees apply if the meter needs to be relocated. The Consultant may also use water from a truck that they provide.

Question 9: Regarding Task 4, the RFP mentions for Phase 2 of the geotechnical task, that infiltration testing should be conducted in the deep holes in the area of the dry wells. It also mentions that the tests should be conducted using a constant head. Is there any specified head? Or should the tests be run with a minimum specified head?

Response: The infiltration tests shall follow the percolation testing procedure for the applicable method followed. The method is not specified in this RFP; however, the tests should be run so as to provide results representative of the field-scale drywell conditions. In addition, infiltration tests shall be performed in accordance with LA County's GS200.1 (2021) "Guidelines for Geotechnical Investigation and Reporting, Low Impact Development Stormwater Infiltration".

Question 10: Regarding Task 4, for all the borings in the asphalt sections, are there any specific requirements for finishing the pavement after drilling? Will cold asphalt patches suffice?

Response: Yes, there are specific requirements. Consultant may follow either the Temporary Asphalt Repair detail or the Permanent Asphalt Repair detail on the City's standard detail titled: Trench Backfill & Pavement Repairs. This detail is attached to this addendum as Exhibit B.

Question 11: Regarding Task 4, any requirements to hire a utility locator (Ground Penetrating Radar) for the drilling locations, particularly at the streets? Or will the potholing be performed ahead of time?

Response: No, there are no requirements to hire a utility locator for the drilling locations. If the proposer believes an alternative method can accomplish the same goals as potholing, that would be considered; however, this should be included in the proposal. Potholing will not be performed ahead of time; it is to be performed as a part of this scope of work as indicated in the first bullet item in Task 4.

Question 12: Regarding Task 4, the description of the project indicates that the drywells will be located under Lomita Boulevard. Task 4, Phase 3, mentions two different alignments, is there another street where dry wells are being considered?

Response: No, there is not another street where drywells are being considered. There are two sets of dry wells, both of which run along Lomita Boulevard. One set is located west of Narbonne Avenue, and the second set is located east of Narbonne Avenue. See figure under Question 5.

ADDITIONS

The following are additions to the Request for Proposal.

Addition 1: Add the following optional task.

Optional Task 17 – Additional Engineering Analysis Documentation

During the course of design, additional modeling may be required if design varies from what was presented in initial application to the Safe, Clean Water Program. Documentation for the additional engineering analysis including, at a minimum, reasoning, modeling description, data input, and results, will be submitted to the City for inclusion into the Safe, Clean Water Program's Project Modification Report form.

Addition 2: To Tasks 6.1, 6.2, and 6.3, add the following text.

Pending funding approval, the U.S. Army Corps of Engineers (USACE) will perform reviews of the 60%, 90%, and 100% design submittals concurrently with the City. The City will send a digital copy of the submittals to USACE for review. In addition, USACE comments will be discussed along with the City's comments at the submittal review meetings. Following submittal review meetings, the Consultant shall incorporate the City's and USACE comments into the progress plans. The proposer shall take these reviews into account when preparing the proposal and the fee proposal.

Addition 3: To Task 6, after Deliverables, add the following text.

The USACE review process is detailed and is briefly summarized below.

Summary of USACE Review Process

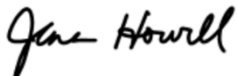
- City will send the digital documents to USACE for review.
- USACE will enter review comments into Design Review and Checking System (DrChecks) over a two- to three-week period and provide the City and Consultant access to the comments.
- Consultant will respond to USACE comments in the DrChecks system.
- Consultant will attend a meeting with the City and USACE to discuss the comments.
- Consultant will incorporate the comments into the progress plans.
- Consultant will send the revised digital documents back to the City who will forward it to USACE for confirmation that USACE comments were addressed.

Addition 4: To Task 1, last bullet, add the following text.

In addition, Consultant shall prepare a Stakeholder and Community Outreach/Engagement Plan and submit to the City. The City will submit the plan to the Safe, Clean Water program as a part of the funding agreement.

Please sign the attached acknowledgement of receipt of Addendum and include the original in the proposal.

Sincerely,

A handwritten signature in black ink that reads "Jenn Howell". The signature is written in a cursive, flowing style.

Jenn Howell, P.E.
Associate Engineer

ACKNOWLEDGEMENT OF ADDENDUM

Downtown Lomita Multi-Benefit Stormwater Project

Complete and sign this acknowledgement form. Enclose the original copy of the acknowledgement in your proposal. Failure to do so may result in disqualification of your firm's proposal.

The undersigned acknowledges receipt of **Addendum No. 1** dated November 14, 2023.

ATTEST: _____

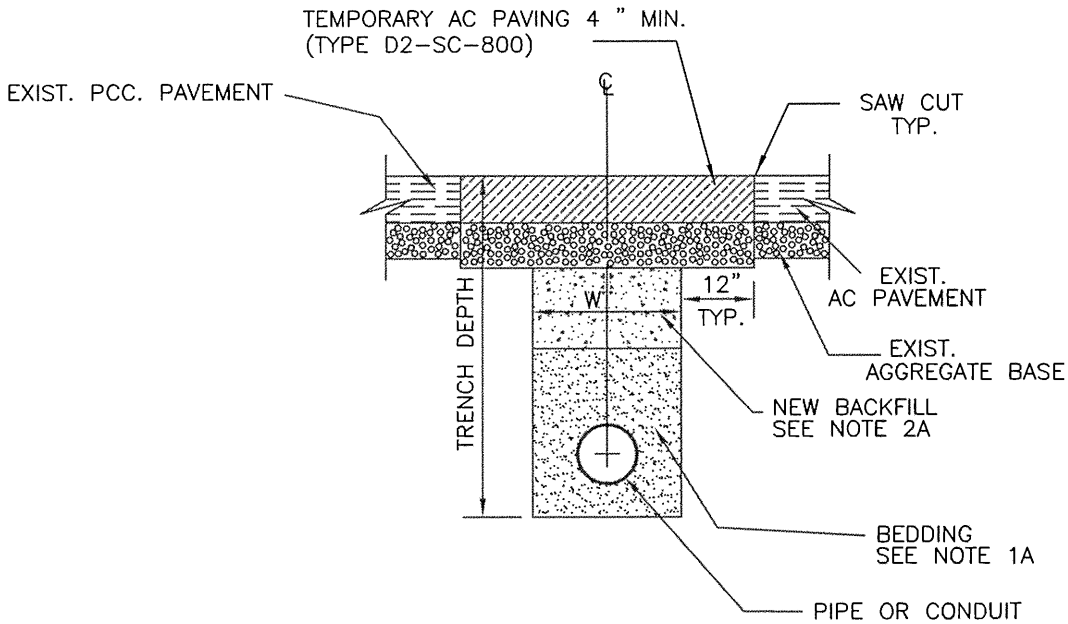
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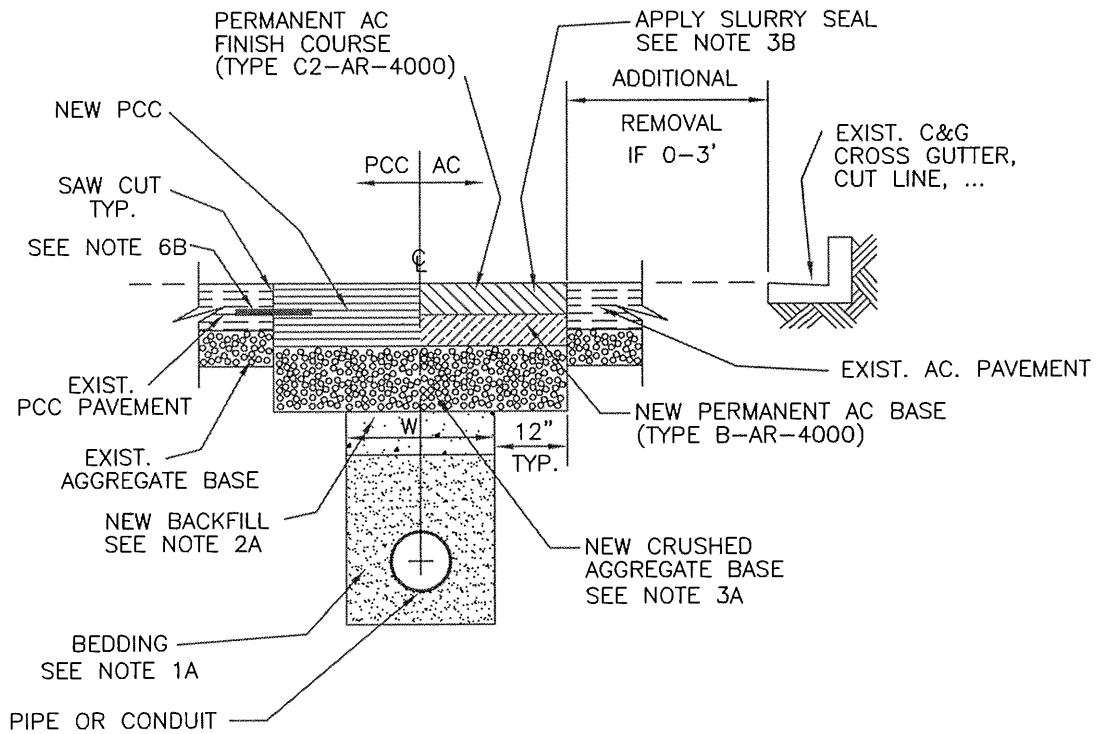
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Title: _____

EXHIBIT
TRENCH BACKFILL & PAVEMENT REPAIRS



TEMPORARY ASPHALT REPAIR

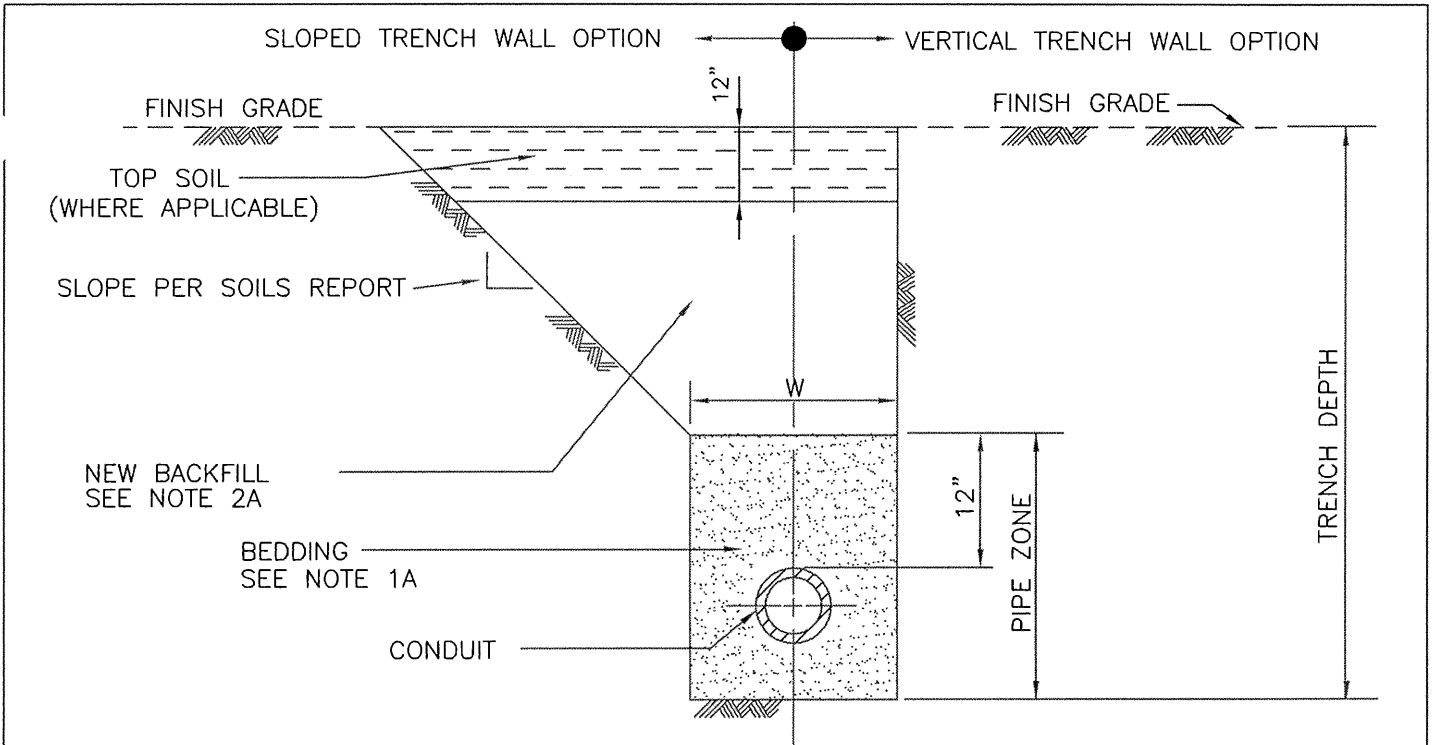


PERMANENT TRENCH REPAIR

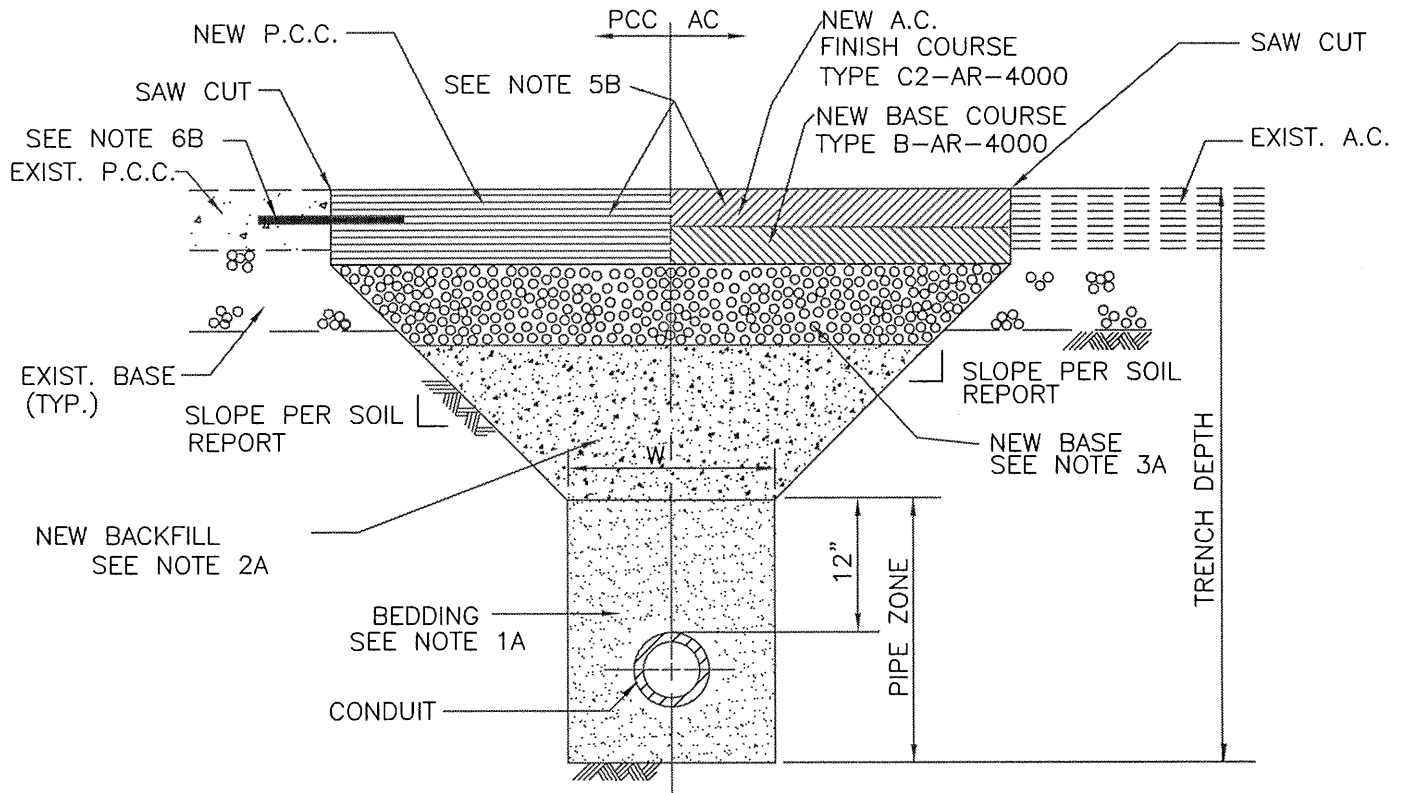
TYPICAL TRENCH SECTION WITHIN ROADWAY
 (SEE NOTE 8C FOR EXCEPTION)

CITY OF LOMITA – PUBLIC WORKS DEPARTMENT

DATE ISSUED	TRENCH BACKFILL & PAVEMENT REPAIRS	STANDARD NO.
SEPT 1, 2007		ST-116
DATE AUG 16, 2007	WENDELL E. JOHNSON CITY ENGINEER CERTIFICATION NO. C 66340	SHEET 1 OF 4



TYPICAL TRENCH SECTION OUTSIDE ROADWAY



TYPICAL TRENCH SECTION WITHIN ROADWAY
SLOPED TRENCH WALL OPTION

CITY OF LOMITA – PUBLIC WORKS DEPARTMENT

DATE ISSUED SEPT 1, 2007	TRENCH BACKFILL & PAVEMENT REPAIRS	STANDARD NO. ST-116
DATE AUG 16, 2007		WENDELL E. JOHNSON CITY ENGINEER CERTIFICATION NO. C 66340

NOTES:

BELOW GROUND:

1A. SEE STD. PLAN NO'S S-104, D-103, AND W-121 FOR BEDDING REQUIREMENTS.

2A. FOR TRENCHES WITH "W" GREATER THAN 2' OR IF TRENCH WALLS ARE SLOPED, BACKFILL SHALL BE CRUSHED AGGREGATE BASE, OR NATIVE OR OTHER EXCAVATION MATERIAL WITH AN SE VALUE OF 30 OR GREATER. BACKFILL MATERIAL SHALL BE DENSIFIED TO A RELATIVE COMPACTION OF 95% IN THE UPPER 3 FEET AND TO 90% BELOW THE UPPER 3 FEET. FOR TRENCHES LONGER THAN 200' OR LARGER THAN 1,000 SQUARE FEET A LICENSED SOILS ENGINEER SHALL BE PRESENT TO MONITOR THE NATIVE OR IMPORTED BACKFILL OPERATION AND TEST FOR COMPACTION AT 100' OR 200 SQUARE FOOT MAXIMUM INTERVALS

FOR TRENCHES WITH "W" LESS THAN OR EQUAL TO 2' IN THE ROADWAY, A SAND-CEMENT SLURRY (100-E-100) BACKFILL SHALL BE USED. SLURRY SHALL CURE 16 HOURS MINIMUM PRIOR TO BASE PLACEMENT. RAPID SET CEMENT SLURRY SHALL CURE 1 HOUR MINIMUM PRIOR TO BASE PLACEMENT.

IN AREAS NOT IN EXISTING ROADWAY, BACKFILL SHALL BE COMPACTED TO A RELATIVE COMPACTION OF 90%.

3A. NEW CRUSHED AGGREGATE BASE SHALL BE 2" THICKER THAN EXISTING BASE, BUT NOT LESS THAN 8" THICK.

4A. EXCAVATED MATERIAL NOT APPROVED FOR USE IN TRENCH BACKFILL SHALL BE REMOVED FROM JOB SITE UNLESS OTHERWISE USED IN THE WORK.

5A. WHERE WET, UNSTABLE OR RUNNING SOIL IS ENCOUNTERED, SOLID SHEATHING IS REQUIRED FOR ALL VERTICAL TRENCH WALLS.

6A. ANY SHORING REQUIRED SHALL BE DESIGNED BY A REGISTERED CIVIL OR STRUCTURAL ENGINEER.

7A. "W" SHALL BE MEASURED AT TOP OF BEDDING.

VISIBLE SURFACE:

1B. IF REMAINING AC PAVEMENT BETWEEN EDGE OF TRENCH AND EXISTING GUTTER, CURB, CROSS GUTTER, OR CUT LINE IS LESS THAN 3 FEET IN WIDTH, THEN THIS AC SHALL BE REMOVED AND REPLACED WITH NEW AC PAVEMENT.

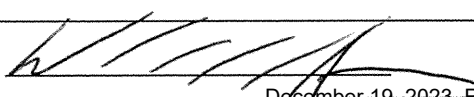
2B. THE ENGINEER MAY REQUIRE WIDER REMOVAL AREA THAN THAT SHOWN ABOVE TO SUIT FIELD CONDITIONS.

3B. CRACKS SHALL BE SEALED AND A TYPE 2 SLURRY SEAL COATING WITH 2% LATEX SHALL BE APPLIED FROM LANE LINE TO LANE LINE FOR LONGITUDINAL TRENCHES GREATER THAN 200' IN LENGTH FOR ANY LANE AFFECTED.

4B. THE THICKNESS OF REPLACEMENT ASPHALT SHALL BE A MINIMUM OF 1" GREATER THAN EXISTING AC BUT NOT LESS THAN 4". IF EXISTING PAVEMENT IS PCC, REPLACEMENT CONCRETE SHALL BE AS PER SECTION 201.1 OF THE STANDARD SPECS AND 1" THICKER THAN EXISTING.

CITY OF LOMITA – PUBLIC WORKS DEPARTMENT

DATE ISSUED	TRENCH BACKFILL & PAVEMENT REPAIRS	STANDARD NO.
SEPT 1, 2007		ST-116
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5B. THE NEW FINISH COURSE SHALL BE PLACED FLUSH WITH THE EXISTING ADJACENT PAVING SURFACE – MAXIMUM VARIANCE FROM FLUSH IS 1/8". NEW AC PAVEMENT ADJACENT TO EXISTING EDGE OF PCC GUTTER SHALL BE 3/8" HIGHER THAN EDGE OF GUTTER.

6B. FOR PCC ROADWAY PAVEMENT, DOWEL AT 24" O.C., #4 DEFORMED BAR, 6" EMBEDMENT, AND CENTERED IN EXISTING SLAB WITH 1-1/2" MINIMUM CONCRETE COVER. DOWEL SHALL BE EPOXIED IN EXISTING SLAB AND CAST IN NEW SLAB.

METHODOLOGY:

1C. AT THE END OF EACH WORK DAY, ANY TRENCH IN AN ARTERIAL OR IN ROLLING HILLS ROAD, MAPLE/235TH ST. OR ARLINGTON AVE. SHALL BE COVERED BY NON-SKID STEEL PLATES OR BE PAVED WITH TEMPORARY OR PERMANENT PAVEMENT FLUSH WITH ADJACENT PAVEMENT SURFACES. WHEN NON-SKID STEEL PLATES ARE USED, THEY SHALL BE WELDED, SECURED IN PLACE, RAMPED WITH AC, AND NOT USED FOR MORE THAN 48 CONSECUTIVE HOURS ON THE SAME SEGMENT OF TRENCH. "PLATE AHEAD" SIGN SHALL BE PROPERLY INSTALLED WHEN PLATES ARE IN USE. OTHER CITY STREETS MAY HAVE LESSER REQUIREMENTS AND WILL BE CONSIDERED ON A CASE BY CASE BASIS.

2C. ALL TRAFFIC LANES SHALL BE CLEANED AND RESTORED FOR USE IMMEDIATELY UPON PLACEMENT OF TEMPORARY AC PAVEMENT, TRENCH PLATES AND/OR FINAL AC PAVEMENT.

3C. ALL TRAFFIC STRIPING AND/OR MARKINGS REMOVED OR DAMAGED DURING CONSTRUCTION SHALL BE REPLACED IN KIND AS DIRECTED BY THE ENGINEER.

4C. TRAFFIC CONTROL SHALL BE PER CITY OF LOMITA "CONSTRUCTION TRAFFIC CONTROL PROCEDURES ON CITY STREETS" AVAILABLE FROM THE ENGINEERING DEPARTMENT PERMIT COUNTER.

5C. MORATORIUM FOR CUTTING NEW OR RECONSTRUCTED STREETS IS 5 YEARS WITHOUT SPECIAL APPROVAL FROM THE CITY ENGINEER. NEW UTILITY SERVICE CONNECTIONS AND SERVICE LINE REPAIRS ARE EXCEPTED IF NOT ABLE TO BE FORSEEN AT THE TIME THE ROADWAY WAS RECONSTRUCTED. APPROVED LONGITUDINAL EXCAVATIONS IN NEW STREETS SHALL REQUIRE THE FULL LANE TO BE GROUND AND OVERLAID.

6C. SLURRY SEALING OF TRENCH AREA MAY BE OMITTED IF PROJECT IS COORDINATED WITHIN ONE YEAR OF A CITY STREET REHABILITATION OR SLURRY SEAL PROJECT.

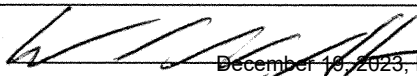
7C. A COLLECTION DEVICE SHALL BE USED TO COLLECT SEDIMENTS GENERATED DURING SAWCUTTING OPERATION.

8C. TRENCHES WITH "W" LESS THAN 8" WIDE AND LESS THAN OR EQUAL TO 24" DEEP ARE NOT REQUIRED TO USE T-SECTION PAVEMENT CONSTRUCTION, OR APPLY SLURRY SEAL.

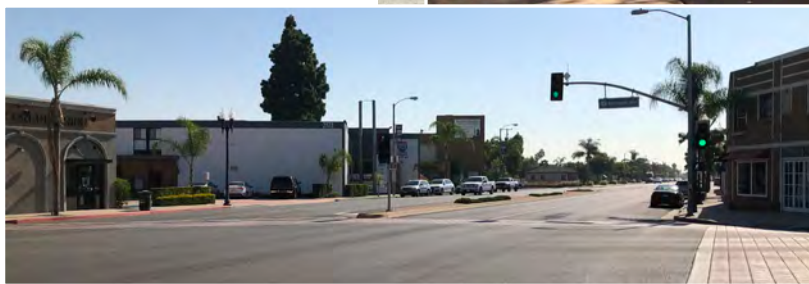
9C. ALL PAVEMENT REMOVALS SHALL USE STRAIGHT LINE SAW CUTS A MINIMUM OF 1.5" DEEP.

10C. BORING SHALL BE CONSIDERED AS A CONTINUOUS TRENCH AS FAR AS EXCAVATION REPAIR. POTHOLES LOCATED INTERMITTENTLY WILL NOT BE TREATED AS SEPARATE EXCAVATIONS BUT AS A CONTINUOUS EXCAVATION. THE CITY SHALL RESERVE THE RIGHT TO REQUIRE BORING OR OPEN TRENCH AS THE SITUATION MAY ARISE.

CITY OF LOMITA – PUBLIC WORKS DEPARTMENT

DATE ISSUED	TRENCH BACKFILL & PAVEMENT REPAIRS	STANDARD NO.
SEPT 1, 2007		ST-116
DATE: AUG 17, 2007	WENDELL E. JOHNSON CITY ENGINEER CERTIFICATION NO. C 66340 	December 18, 2023, Reg. CC Mtg. #402F 4 PAGE # 402OF 4

Hazen



Proposal for

ENGINEERING DESIGN SERVICES FOR Downtown Lomita Multi-Benefit Stormwater Project

November 21, 2023

December 19, 2023, Reg. CC Mtg., Page # 403





Hazen and Sawyer
800 W. 6th Street, Suite 400
Los Angeles, CA 90017 • 213.234.1080

November 21, 2023

Ms. Carla Dillon
publicworks@lomitacity.com

RE: Engineering Design Services for Downtown Lomita Multi-Benefit Stormwater Project

Dear Ms. Dillon and Selection Committee Members,

The Downtown Lomita Multi-Benefit Stormwater Project (Project) presents a unique opportunity to improve water quality while beautifying the area for the community.

Key members of our team, including Jennifer Coryell and Andrea Zimmer, assisted the City in conceptualizing this project, developing the Feasibility Study, and presenting the project to the Safe Clean Water Program for successful funding. Principal-in-Charge Lynn Grijalva has worked extensively with the City over many years. Our team has designed thousands of similar projects, and we bring this expertise to you.

Together, our team knows this project, knows Lomita's policies and procedures, and has the experience to deliver something great.

We have developed a three-pronged approach to delivering a design that will meet your water quality and community needs.

- **Engage** – To ensure City staff, stakeholders, and the community get their needs addressed, we will engage early in meaningful discussions.
- **Apply** – We will apply our extensive national and local experience to merge the needs of the community, the regulatory drivers, and water quality goals with future operations and maintenance considerations to develop the optimal path forward.
- **Deliver** – Utilizing our vast suite of available resources, we will efficiently deliver all Scope of Work items. We will reduce surprises and the need to redo work by having anticipated and addressed questions and concerns in the previous steps to allow us to deliver your project on time and within budget.

We are committed to developing an incredible design that will be implementable and maintainable and provide multiple benefits while meeting the needs of your funding sources.

We look forward to continuing our successful relationship with the City. Should you have any questions regarding our proposal, please contact Jennifer Coryell at (213) 234-1098 or jcoryell@hazenandsawyer.com.

Very truly yours,

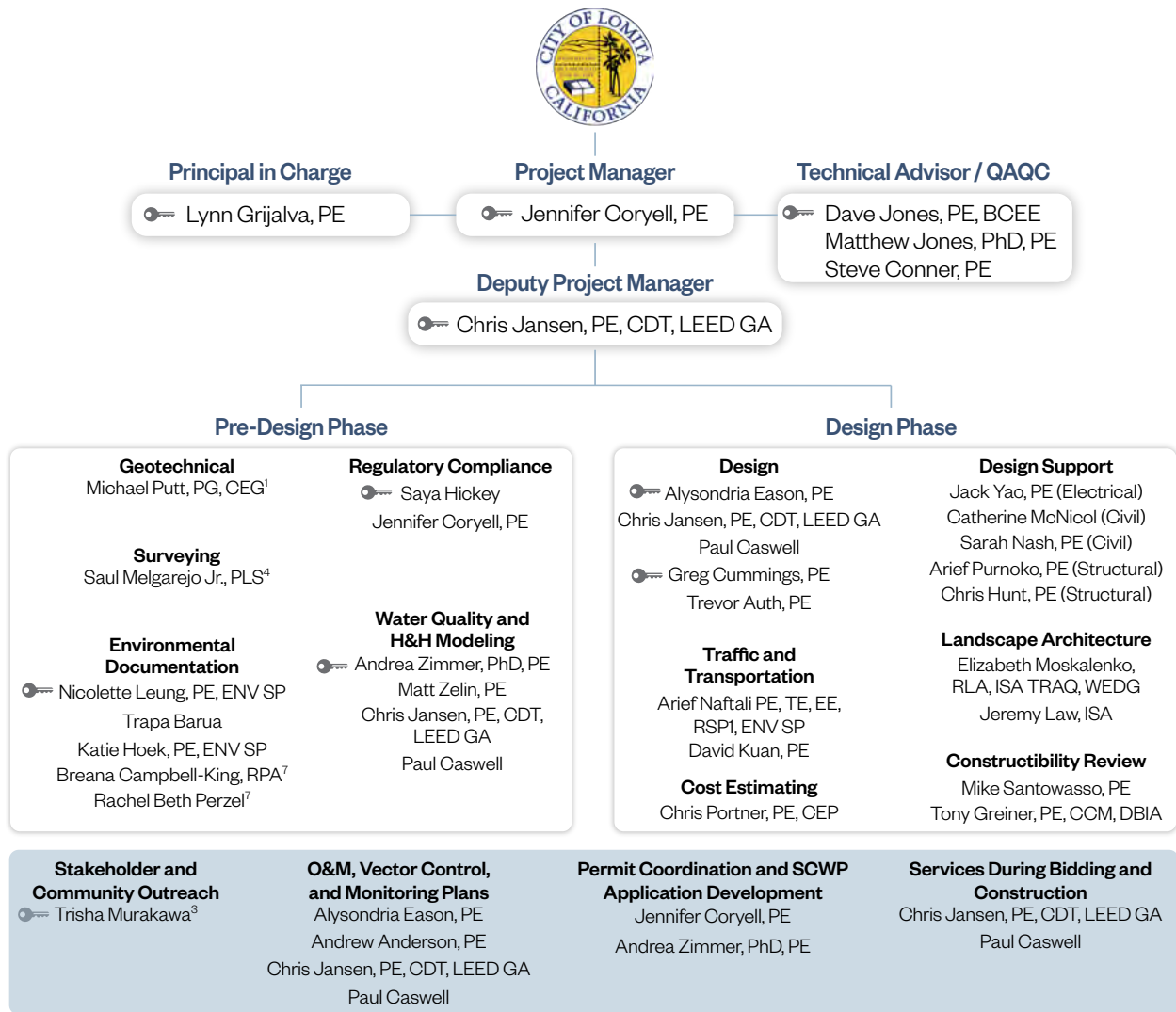
Jennifer Coryell, P.E.
Project Manager

Lynn Grijalva, P.E.
Principal-in-Charge

Qualifications and Experience

The success of any project ultimately comes down to the individuals working on it. The Hazen Team has been hand-picked to provide you with top industry experience and expertise. Our team is intimately familiar with your existing facilities. Our managers and engineers have extensive stormwater experience in Southern California and across the nation.

We firmly believe in the importance of clear roles, responsibilities, and open communication. Project manager Jennifer Coryell is your main point of contact and will be responsible for leading our team. Our project manager and principal-in-charge will review all deliverables for quality assurance. We are confident in delivering high-quality work efficiently and look forward to continuing our successful working relationship with Lomita.



Subconsultants

- | | | | | | | |
|--|---|---|---|---|--|---|
| 1. Ninyo & Moore, (Geotechnical), 355 South Grand Ave, Suite 2450, Los Angeles, CA 90071 | 2. Murakawa Communications, (Outreach), 2110 Artesia Blvd., #354, Redondo Beach, CA 90278 | 3. Ultra Engineering Contractors, (Potholing), 36806 Pebley Ct., Winchester, CA 92596 | 4. Calvada Surveying (Survey), 411 Jenks Cir., Ste. 205, Corona, CA 92878 | 5. Psomas (Transportation), 865 South Figueroa Street, Suite 3200 Los Angeles, CA 90017 | 6. Traffic Control Engineering, (Traffic Control), 2687 Saturn St., Brea, CA 92821 | 7. Rincon Consultants, (Archaeologist), 250 E 1st Street, Ste 1400, Los Angeles, CA 90012 |
|--|---|---|---|---|--|---|

1014-424

Key Personnel

**Due to page limits indicated in the RFP, staff bios are included in lieu of resumes. Full resumes available upon request.*

Jennifer Coryell, PE PROJECT MANAGER

Jennifer will serve as Project Manager and will be the primary point of contact for the City.

Jennifer will be responsible for schedules and budgets, providing technical advisory services, coordinating the project team, and ensuring all project deliverables undergo Hazen’s QA/QC process. Jennifer has 19 years of experience planning and designing stormwater projects. She prides herself on creating seamless teams, where open communication and collaboration bring the highest level of work to the client. Jennifer is excited to work closely with Lomita on making this an exceptional project.

Benefit to Lomita

Jennifer helped develop this project and understands the City’s water quality requirements and the importance of designing a project with multi-benefits that is constructable and maintainable.

Relevant Projects

- Feasibility Study for the Downtown Lomita Multi-Benefit Stormwater Project, Lomita, CA
- Los Angeles County Drywell Design, 54th Street, Los Angeles CA
- Machado Lake Optimization, Los Angeles CA



Education

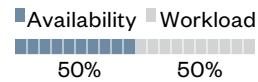
MA, Public Policy and Public Administration
BS, Civil Engineering

Experience

- 19 Total Years
- 1.5 Years with Hazen

Certification/Licenses

Professional Civil Engineer, CA, IL



Lynn Grijalva, PE PRINCIPAL IN CHARGE

Lynn leads teams of project managers, engineers, and scientists to develop and deliver strategic water programs.

Lynn is a familiar face you have worked with and know will keep your project running smoothly. As PIC, she will be dedicated to ensuring the right resources are available for the project, periodically check in with Lomita to ensure that Hazen staff are meeting the City’s expectations on project deliverables. Lynn specializes in projects involving holistic planning and design of Southern California area groundwater, recycled water, wastewater, stormwater and surface water with an emphasis on climate resiliency and community impacts.

Benefit to Lomita

Lynn has been working with the City for over a decade and understands your policies and procedures, and is committed to ensuring the project runs as smoothly as our previous projects with the City. She is a former WEFTEC Stormwater Symposium Chair.

Relevant Projects

- Cypress treatment upgrade design and full-scale testing, Lomita, CA
- Biological and Advance Treatment at JWPCP, Los Angeles County Sanitation Districts, Carson, CA
- Washoe County Regional Water Planning Commission, stormwater capture, Washoe County, NV



Education

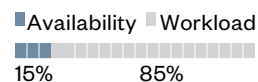
MS, Civil Engineering
BS, Civil Engineering

Experience

- 43 Total Years
- 12 Years with Hazen

Certification/Licenses

Professional Civil Engineer, CA



Chris Jansen, PE DEPUTY PROJECT MANAGER

Chris will assist Jennifer in managing the project, and will be heavily involved in the project design.

Chris has a wealth of experience in stormwater projects from design through post-construction optimization. His understanding of all phases enables him to streamline projects, preventing issues during construction and ensuring project longevity. His experience includes dozens of design projects, including multiple SCWP projects, improving storm drains and pump stations, modeling hydraulics and hydrology, producing construction plan sets, preparing project specifications, and estimating costs. With Chris on your team, you can be confident that your project will be a success from start to finish.

Benefit to Lomita

Chris will leverage his design experience from multiple other regional storm-water capture projects in Los Angeles County that involved infiltration, treatment, and use for irrigation, and green streets design elements.

Relevant Projects

- Caruthers Park Stormwater and Urban Runoff Capture Project (includes infiltration and stormwater treatment for on-site irrigation), City of Bellflower, CA
- Machado Lake Optimization, assessment and design lead, Los Angeles, CA
- Merced Avenue Greenway Project (assisted with the SCWP application, and the project included a ton of green streets elements), South El Monte, CA

Dave Jones, PE TECHNICAL ADVISOR / QAQC

Dave will provide review of deliverables and expert guidance across the project tasks.

Dave has 41 years of experience in wastewater, recycled water, stormwater, and drinking projects and has spent the last 25 years specializing in wastewater, stormwater, and conveyance engineering throughout the state of California. He provides technical and management capabilities to work in collaborative settings involving complex projects and community interests. He brings experience successfully delivering a wide variety of projects from initial planning through design, construction, and operation.

Benefit to Lomita

Dave has spent the last 20 years supporting stormwater programs and projects. He has a wide variety of experience in regulatory agency compliance and community stakeholder collaboration.

Relevant Projects

- Temescal Canyon Stormwater Best Management Practice (BMP) Project Optimization, City of Los Angeles Bureau of Sanitation, CA
- Hollenbeck Park Lake Rehabilitation and Stormwater Management Project, City of Los Angeles, Bureau of Sanitation, CA



Education

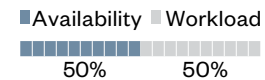
MS, Civil/Environmental Engineering
BS, Civil/Environmental Engineering

Experience

- 7 Total Years
- 1 Years with Hazen

Certification/Licenses

Professional Civil Engineer: CA
Construction Documents Technologist: National Certification
LEED® Green Associate: Nationwide Certification



Education

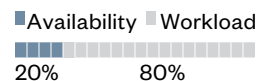
MS, Civil/Environmental Engineering
MBA
BS, Civil Engineering

Experience

- 41 Total Years
- 6 Years with Hazen

Certification/Licenses

Professional Civil Engineer, CA, NV
Board Certified Environmental Engineer



Alysondria Eason, PE DESIGN LEAD

Alysondria’s commitment to excellence and results-driven approach make her the right choice for design lead.

Alysondria is committed to improving water resources by implementing effective stormwater management strategies. As a leader in green infrastructure and stormwater Best Management Practices (BMPs), she has been instrumental in designing numerous stormwater capture projects across the United States including New York City, Philadelphia, Atlanta, and San Francisco. She is skilled in communicating and coordinating with clients to ensure the success of stormwater projects. She is highly effective in managing projects and delivering outstanding results.

Benefit to Lomita

Through her work across the nation, Alysondria has gained valuable experience on the challenges found working in dense urban areas with concerns related to traffic, utilities, and contamination from past use.

Relevant Projects

- Coney Island Right-of-Way Green Infrastructure, NYC EDC & NYCDEP, New York, NY
- Green Infrastructure Area Opportunity Analysis, Philadelphia Water Department, Philadelphia, PA

Andrea Zimmer, PE WATER QUALITY AND H&H MODELING

Andrea will bridge her prior experience with Lomita and her expertise with water quality analysis and modeling, to ensure this Project is meeting all City and regulatory goals during design.

Andrea has spent a decade developing software models that simulate long-term water supply for urban agencies in the southwest US. Her models quantify regulatory and climate changes to imported supplies and local water sources. She developed stormwater modeling tools to help reduce greenhouse gas emissions and urban heat island impacts. Andrea worked with Orange County to develop PCSWMM models for four watersheds, evaluated stormwater management projects, and generated runoff parameters for the BMPs in the OC Stormwater Tools inventory. Her expertise will be an asset to the City of Lomita.

Benefit to Lomita

Andrea knows the project and was a part of its development. She completed all modeling for Lomita during the Feasibility Study phase and will bring that knowledge to the project, easily updating it to represent any new layout.

Relevant Projects

- Feasibility Study for the Downtown Lomita Multi-Benefit Project, Lomita, CA
- Watershed Integrated Strategic Plan (WISP), Los Angeles Sanitation, Los Angeles, CA
- Water Integration Tool, Los Angeles Sanitation, Los Angeles, CA



Education

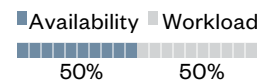
MS, Biological and Agricultural Engineering
BS, Biological Engineering

Experience

- 10 Total Years
- 10 Years with Hazen

Certification/Licenses

Professional Civil Engineer, NC, NY



Education

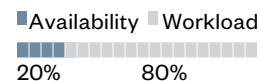
PhD, Civil/Environmental Engineering
MA, Civil/Environmental Engineering
BS, Civil/Environmental Engineering

Experience

- 10 Total Years
- 1 Years with Hazen

Certification/Licenses

Professional Civil Engineer, CA



Saya Hickey, PE, ENV SP REGULATORY COMPLIANCE

As a former leader in Tennessee’s Water Program, Saya has a keen understanding of the stressors on urban drainage systems and surface waters.

Saya brings 35 years of experience in water quality and watershed planning, wastewater and stormwater regulation, and engineering design review and approval. Her expertise includes developing holistic strategies for improving water quality and effective stormwater management practices. Since joining Hazen, she has worked with MS4 clients and gained experience in identifying solutions for localized flooding, designing stormwater control measures, assessing stormwater infrastructure, and establishing action plans and program implementation. Saya’s project experience and expertise in stormwater management can help municipalities reduce stormwater impacts and improve water quality.

Benefit to Lomita

Saya is a leading regulatory and permitting expert. She use her extensive national experience and knowledge of regulatory programs to optimize stormwater solutions.

Relevant Projects

- Regulatory/Water Quality Planning Services, Murfreesboro Water Resources Division (MWRD), Murfreesboro, TN
- Memphis Beltline Green Infrastructure Project Suite Liberty Bowl Southwest Detention

Nicolette Leung, PE, ENV SP ENVIRONMENTAL DOCUMENTATION

Nicolette has in-depth knowledge of CEQA requirements and environmental agency coordination to efficiently guide our Team and the City through the process.

Nicolette is an environmental documentation professional supporting projects across the nation, from New York City to Los Angeles. She understands the regulations and procedures and will bring that experience to Lomita.

Benefit to Lomita

Nicolette brings years of experience developing CEQA and NEPA documentation and will lead our team of experts to execute the work. She recently completed work for the City of Los Angeles at Hollenbeck Park.

Relevant Projects

- East Side Coastal Resiliency Project – Environmental Planning and Permitting, NYCDDC, New York, NY
- Hollenbeck Park Lake CEQA documentation, Los Angeles, CA
- Initial Study/Mitigated Negative Declaration (IS/MND), City of Banning, CA



Education

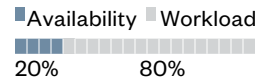
BS, Chemistry

Experience

- 35 Total Years
- 11 Years with Hazen

Certification/Licenses

Professional Civil Engineer, TN, KY, NY, MN



Education

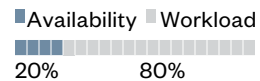
BS, Civil Engineering

Experience

- 15 Total Years
- 9 Years with Hazen

Certification/Licenses

Professional Civil Engineer, NY
Envision Sustainability Professional



Gregg Cummings CIVIL DESIGN

Gregg will use his experience working along side other California public agencies, to help our team see this project through the lens of the City and reduce errors.

Gregg’s extensive experience as a civil engineer has honed his skills in designing and supporting stormwater, water, wastewater, and recycled water projects, as well as general civil engineering design. He is particularly adept at structural design and project management, consistently delivering successful outcomes for complex projects from planning to operation.

Benefit to Lomita

With extensive experience in planning, design, and construction support, he will make sure your project is complete, constructible, and biddable.

Relevant Projects

- Green Infrastructure Project, San Francisco Public Utilities Commission, CA
- Resilience Planning Support, San Francisco Public Utilities Commission, San Francisco, CA
- PFAS Design-Build Groundwater Treatment System Expansion, Monterey Park, CA



Education

MS, Environmental/Structural Engineering

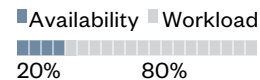
BS, Civil Engineering

Experience

- 37 Total Years
- 4 Years with Hazen

Certification/Licenses

Professional Civil Engineer, CA, OR, NY



Trisha Murakawa, PE STAKEHOLDER AND COMMUNITY OUTREACH

Trisha will skillfully lead the development and implementation of the community outreach plan.

Trisha is a trusted expert with over 25 years of experience in solving complex challenges in construction, transportation, water management, and community planning. Her invaluable skills in project management, strategic planning, and effective communication make her the go-to professional for engaging with diverse audiences and ensuring clear and effective communication. She is currently working with Hazen on the Machado Lake Optimization Project for the City of Los Angeles.

Benefit to Lomita

Trisha’s extensive experience in leading community outreach efforts has resulted in a proven track record of success. Her strong relationships and valuable insights will be an asset to the City.

Relevant Projects

- LA County Department of Public Works & LA County Flood Control District, Safe Clean Water Program Metrics & Monitoring Study, Los Angeles, CA
- LA Sanitation & Environment San Fernando Green Streets Projects, Los Angeles, CA

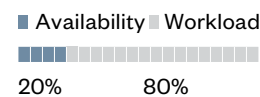


Education

BA, Sociology

Experience

- 22 Total Years
- 22 Years with Murakawa



Relevant Projects

We are familiar with the challenges Lomita faces developing an urban project in the downtown area where traffic, utility crossings, business impacts, and soil considerations must be evaluated to develop an implementable and maintainable project providing multiple benefits.

Hazen has designed thousands of green infrastructure projects across the nation, including here in California. We have helped agencies navigate a wide range of challenges that could arise during design and construction and we are ready to bring that knowledge to Lomita. Below please find select example projects.



**Temescal Canyon
Park Stormwater
Best Management
Practice (BMP)
Project Optimization,
LASAN, CA**

Hazen led the study and design of improvements to the stormwater best management practices (BMP) project for LASAN as a subconsultant. The Project diverts runoff from the Temescal Canyon Storm Drain to improve overall water quality at Temescal Canyon/Will Rogers State Beach and to help comply with the Santa Monica Bay Beaches Bacteria (SMBBB) TMDL for coliform bacteria.

The Project was designed and constructed in two phases: Phase I was designed and constructed to divert water through pre-treatment to a storage tank to then discharge to the Hyperion Water Reclamation Plant (WRP). Phase I included construction of the underground storage tank at Temescal Canyon Park as well as associated hydraulic features, a park restroom, and playground. Phase II was designed and constructed to treat the water in the storage tank for park irrigation. Phase II included the chlorination treatment system, irrigation system, and treatment building.

Hazen conducted a detailed assessment of the Phase I and II facilities including their operational performance. The assessment included a detailed hydraulic analysis to correct deficiencies that prevented proper operation and maintenance of the BMP facility. Hazen prepared a technical memorandum that details the optimization adjustment activity recommendations for the Project. The recommendations included replacement of key components of the Phase I and II projects to make sure that the two phases were properly integrated so that the BMP facility overall would perform as desired by LASAN. Hazen produced construction documents to implement the recommended improvements.

Client Contact:

Ida Meisami
City of Los Angeles Bureau of
Sanitation and Environment
(562) 882-1294
Ida.Meisami@LAcity.org

Team Member Involvement:

Dave Jones, PIC; Chris
Jansen, Lead Designer

Benefit to Lomita:

- ✓ Public Agency
- ✓ Permitting
- ✓ Stormwater Capture
- ✓ Community Outreach



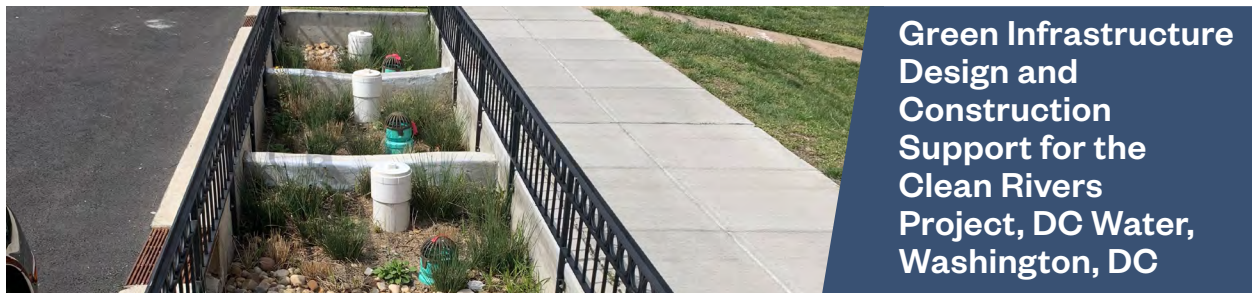
Right-of-Way Green Infrastructure, NYC EDC, NY

Building on more than 10 years of ROW green infrastructure implementation efforts in NYC, Hazen led the design of ROW GI within a 574-acre area to help support timely compliance with consent order milestones to reduce combined sewer overflows and improve water quality within NYC’s waterbodies. The project involves detailed hydraulic analysis, site walkthroughs, an in-depth geotech investigation program, design, and design services during construction, as well as extensive interagency coordination and overall project management. Design was split across 5 design packages for over 1000 right-of-way GI assets and will be bid as 2 separate construction contracts. GI designs include ROW bioswales, infiltration basins and stormwater greenstreets.

Client Contact:
Jennifer Cass
NYC Economic Development Corporation
(212) 312-3865
jcass@edc.nyc

Team Member Involvement:
Alysondria Eason, Deputy PM

- Benefit to Lomita:**
- ✓ Public Agency
 - ✓ Permitting
 - ✓ ROW Green Infrastructure Design
 - ✓ Stormwater Capture
 - ✓ Community Outreach



Green Infrastructure Design and Construction Support for the Clean Rivers Project, DC Water, Washington, DC

Hazen has worked closely with DC Water’s Clean Rivers Project (DCCR) to develop and advance the green infrastructure program through a wide array of planning, design, and program management services. These efforts are in support of DC Water’s amended CSO consent order and have included DC Water’s first area-wide implementation of green infrastructure. Hazen analyzed GI opportunities and developed designs throughout the DC urban environment, addressing constraints like existing infrastructure, trees, and complex historical and cultural resources. Designs included permeable alleys, parking lane permeable pavement, curb-side bioretention, and bump-out bioretention. Hazen was engaged throughout construction, serving as the owner’s representative, including oversight of a robust functional testing program to ensure GI performance prior to final acceptance.

Client Contact:
Seth Charde, PE
Green Infrastructure Manager
(202) 787-4730
Seth.Charde@dcwater.com

Team Member Involvement:
Matthew Jones, PM;
Alysondria Eason, Project Engineer

- Benefit to Lomita:**
- ✓ Public Agency
 - ✓ Permitting
 - ✓ ROW Green Infrastructure Design
 - ✓ Stormwater Capture
 - ✓ Community Outreach



Green Infrastructure Project, San Francisco Public Utilities Commission, CA

Hazen supported SFPUC Urban Watershed Management Program (UWMP) staff in 2019 with the ongoing project review implementation for parcel and/or redevelopment projects that trigger compliance with the SMO, and to launch its SMR Inspection Program. Hazen staff reviewed new infill and redevelopment projects Stormwater Control Plans (SCPs), redevelopment project submittals, plans, and specifications, and communicated written comments, feedback, and requests for supplemental information. Hazen is also verifying compliance with the SMO through field inspections to meet the inspection requirements included in the Post-Construction Stormwater Management Program of the Phase II NPDES Permit as reflected in the SMR.

Client Contact:
 Andrew Corrales
 Urban Watershed Planning Division - San Francisco Public Utilities Commission, 415.554.3155; acorrales@sflower.org

Team Member Involvement:
 Gregg Cummings, PM

- Benefit to Lomita:**
- ✓ Public Agency
 - ✓ Stormwater Capture
 - ✓ ROW Green Infrastructure Design



Right-of-Way Green Infrastructure Design, PWD, Philadelphia, PA

Hazen worked with the Philadelphia Water Department to plan and design right-of way rain gardens, planters, bumpouts and infiltration trench systems to manage impervious stormwater runoff. Designs promote implementation of green infrastructure systems to help meet milestones for the Green City, Clean Waters program. The Hazen team coordinated and analyzed subconsultant deliverables for baseplan development and geotechnical investigations. We developed hydraulic and hydrologic calculations, basis of design reports, drainage area maps, design plan sets, and cost estimates and coordinated with landscape architects to develop landscape plans to improve aesthetics within the City. Hazen effectively communicated with inter-agency departments and local stakeholders regarding GI placement and impacts to ADA ramps and existing infrastructure. Hazen continues to work with the City as additional design priority areas are identified.

Client Contact:
 Jillian Simmons, PE
 PWD Director Green Stormwater Infrastructure Unit
 (215) 685-4963
 Jillian.Simmons@phila.gov

Team Member Involvement:
 Alysondria Eason,
 Lead Project Engineer;
 Matthew Jones, QC Lead

- Benefit to Lomita:**
- ✓ Public Agency
 - ✓ Stormwater Capture
 - ✓ Permitting
 - ✓ Community Outreach
 - ✓ ROW Green Infrastructure Design

List of Client References

	Project Name	Client	Project Completion	Client Contact	Title	Agency	Phone Number	Email Address
Hazen	Temescal Canyon Park Stormwater	LASAN	Dec 2022	Ida Meisami	Senior Civil Engineer	City of Los Angeles Bureau of Sanitation and Environment	(562) 882-1294	ida.meisami@lacity.org
Hazen	Right-of-way Green Infrastructure	NYC EDC	June 2023	Jennifer Cass	Senior VP of Capital Program	NYC Economic Development Corporation	(212) 312-3865	jcass@edc.nyc
Hazen	Green Infrastructure Design and Construction Support for the Clean Rivers Project	DC Water	On-going	Seth Charde	Green Infrastructure Manager	DC Water	(202) 787-4730	Seth.charde@dwater.com
Hazen	Green Infrastructure Requirements Project Review Support	SFPUC	On-going	Andrew Corrales	Junior Administrative Assistant	Urban Watershed Planning Division - SFPUC	(415) 554-3155	acorrales@sflower.org
Hazen	Philadelphia Water Right-of-way Green Infrastructure	PWD	On-going	Jillian Simmons	Director of Green Stormwater Infrastructure	Philadelphia Water Department	(215) 685-4963	jillian.simmons@phila.gov
Hazen	NYC Green Infrastructure on Parks	NYC DEP	On-going	John McLaughlin	Managing Director	Bureau of Environmental Planning & Analysis - NYC DEP	(718) 595-4458	johnm@dep.nyc.gov
Hazen	Raleigh Green Stormwater Infrastructure	City of Raleigh	December 2021	Heather Dutra	Water Quality Supervisor	City of Raleigh Stormwater	(919) 996-4012	heather.dutra@raleighnc.gov
Ninyo & Moore	Drywell infiltration for the Slauson Alley and 54th Street Alley, Mayflower Village, Factor Avenue, and San Pedro Street Projects	CDM Smith	Geotechnical scope was completed in April 2022	Russell Vadenais	Water Resources Engineer	County of Los Angeles Department of Public Works	(530) 582-2232	vadenaisrh@cdmsmith.com
Ninyo & Moore	Drywell infiltration for the Baldwin Vista (Coliseum Street), Imperial Highway, and Sylmar Channel Projects	Carollo Engineers	Geotechnical scope was completed in October 2022	Matthieu Roussillon	Los Angeles Office Manager / Vice President	LA Sanitation and Environment	(213) 279-3318	mrroussillon@carollo.com
Psomas	Cordova Street Multi-Modal Improvements: Lane reconfiguration along Cordova between Fair Oaks and Hill Street to accommodate new bicycle lanes, pedestrian facilities and improve safety	City of Pasadena	October 2021 (Design)	Brent Maue	Assistant City Engineer	City of Pasadena	(626) 744-4307	bmaue@cityofpasadena.net
Psomas	Colima Road Rehabilitation: Pavement reconstruction of 1.5-mile of Colima Road	City of Whittier	October 2022 (Construction)	Michelle Chapman	Senior Civil Engineer	City of Whittier	(562) 567-9505	mchapman@cityofwhittier.org
Murakawa	Safe Clean Water Program Metrics and Monitoring Study	LA County Flood Control District/LA County Department of Public Works	On-going	Kirk Allen	Senior Civil Engineer	District/LAC DPW	(626) 456-4331	kallen@dpw.lacounty.gov
Murakawa	Clean Water (Wastewater) Program	LA Sanitation & Environment	On-going	Tonya Shelton	Director, Public Information	City of Los Angeles, Department of Public Works Bureau of Sanitation	(213) 4855303	tonya.shelton@lacity.org

Scope of Work and Project Approach

Project Understanding

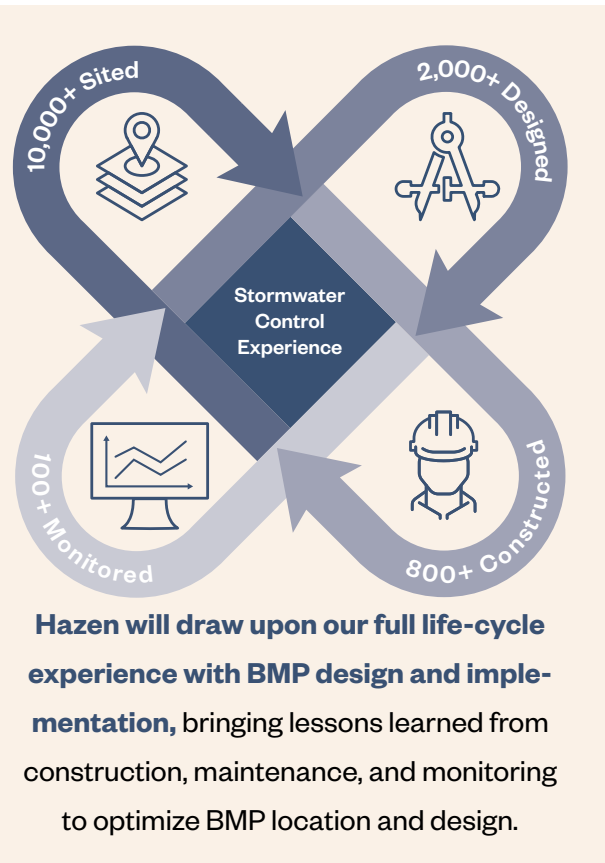
The City is responsible for achieving compliance with the Regional Municipal Separate Storm Sewer (MS4) National Pollution Discharge Elimination System (NPDES) Permit. The Permit includes water quality objectives and a timeframe permittees must abide by to achieve those objectives. As a Domingues Channel Watershed Management Group (DCWGM) member, the City participated in developing the 2021 Watershed Management Plan (WMP). The WMP specified that the City must develop projects to manage 51 acre-feet of stormwater based on the 85th percentile design storm (24-hour volume) to meet Total Maximum Daily Loads (TMDLs), including TMDLs for Machado Lake trash, nutrients, pesticides, and PCBs, which have deadlines that have passed. While the City is involved in other regional projects, this Project is critical to meeting the requirements.

In addition to the regulatory deadlines, the project must meet the requirements of its funding sources, the County of Los Angeles Safe, Clean Water Regional Program (SCWP) for the design phase, and potential funding from the U.S. Army Corps of Engineers (USACE) through the Section 219 General Environmental Infrastructure Program. ***The Hazen team understands the urgency of completing this project on time and within budget. We are committed to prioritizing this project by assigning ample resources to ensure its success.***

The City is planning to seek SCWP funding for the construction project. To receive competitive scores during consideration, projects must provide multiple benefits to the community. The Hazen team will work towards incorporating community benefits into the design, taking cues from the Feasibility Study, and conducting outreach to ensure the community’s needs are met. ***The team is dedicated to designing a project that will maximize the Project’s score and competitiveness.***

Based on this understanding we are committed to developing a design that:

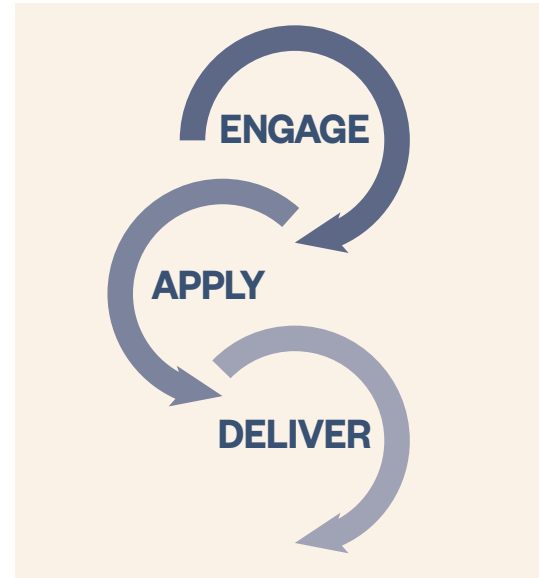
- Maximizes water quality improvement in the most cost-effective manner to help the City meet its MS4 Permit requirements.
- Is constructable and limits negative impacts to the community.
- Prioritizes a design that is maintainable in the most efficient and cost-effective manner using standard maintenance equipment, limited confined space entry, and the least amount of risk.
- Incorporates the needs of the community based on discussions with residents and community leaders.
- Meets all permitting requirements (local, state, and federal).



Our team is committed to thoroughly understanding your technical needs, is able to respond to changes as they arise, and has ample staff committed to seeing the project through from start to finish. Based on this philosophy, we have developed an approach to executing the project that is both streamlined and efficient, and open to modification based on the City’s preferences. ***Our approach draws from the team’s extensive experience designing and providing construction support on similar projects across the nation and in Los Angeles County.***

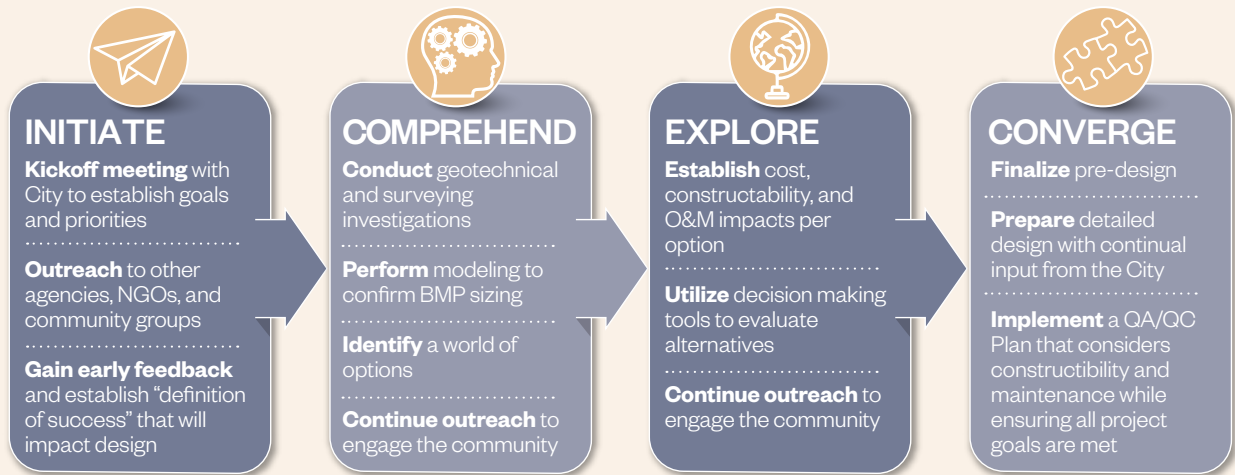
We understand the City’s vision for making the project not only an effective water quality improvement site, but also a benefit to the community. By effectively beautifying the surroundings, while being mindful of features that cannot be impacted (power lines, existing utilities, properties entrances), we will strive to incorporate the features the community wants while achieving green infrastructure co-benefits for the City.

- **Engage** – We begin by engaging the City and community in meaningful discussions to identify the right path forward for this unique community. Engaging stakeholders early in the most effective and meaningful manner.
- **Apply** – Our design team has extensive national and local experience to bring efficiency to our work, which allows us to merge the needs of the community, regulatory drivers, and water quality goals you face to develop the optimal path forward.
- **Deliver** – Utilizing our vast suite of resources available to work on this project from across our firm and our subconsultants, some of whom are shown on our organizational chart, the Hazen team will execute the project seamlessly. We will complete your project on time and within budget, leveraging our experience designing thousands of urban green infrastructure controls.



Our approach to following this path through planning and design is illustrated below:

Completing the work efficiently and thoughtfully



Project Execution

Our strategic approach ensures an experienced Project Manager, coupled with highly qualified Senior Advisors and technical discipline leaders, will meet the City’s needs for the development and execution of the Project. Your Principal in Charge, Lynn Grijalva, has supported Lomita on multiple projects for over a decade. She will ensure the right staff are available for the project and that City procedures and policies are followed. Your Project Manager, Jennifer Coryell, helped the City develop this project and understands its incredible potential. She assisted the City in securing the SCWP design funds and is committed to successfully completing this project.

Jennifer will engage with City staff and be responsible for communicating project updates, correspondence, project billing, subconsultant management, Safe Clean Water reporting, and meetings. She will organize and direct the project team, including subconsultants, to stay on schedule and within budget utilizing her effective and open communication style. Jennifer and key project staff will meet in person or virtually bi-weekly with the City Project Manager to review the current project status and discuss the next steps to ensure the City’s needs are met.

She will work directly with the City’s Project Manager and other City staff to maintain transparency, facilitate quick decision-making processes to keep the project moving forward and address any concerns that arise. Based on the City’s preference, Jennifer will set up either in-person or virtual check-in calls.

Jennifer will use her 19 years of experience and understanding of Lomita to lead the project from start to finish.



Develop overall project



Identify appropriate staff



Direct workflow between team members



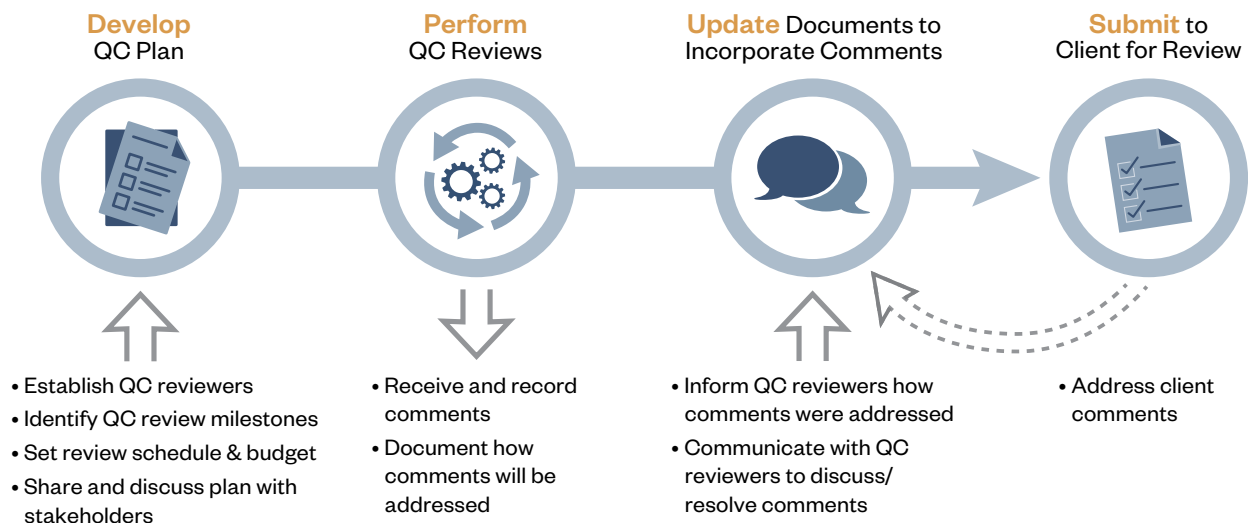
Implement the QA/QC program on all work



Be responsive to the City

Quality Assurance/Quality Control

Project team members will adhere to Hazen’s corporate Quality Assurance Policy Manual to ensure services and deliverables are of the highest quality. This manual details the policies, procedures, and instructions required to execute all projects undertaken by the firm. However, quality does not enter our projects simply because of company procedures; it is an attitude within each of our staff about providing high-quality work to our clients while remaining within our scope and budgetary constraints.



Document Control

Project documents are managed through SharePoint, while AutoCAD, Revit, and GIS files are managed through Hazen’s secure network drive. The electronic files for such design and modeling software can be provided upon request from the City, and a final version of the files will be compiled and provided to the City at the end of the project. Email will be used for daily communication and may be used to share preliminary, working documents. Final documents and deliverables will be shared via email with a link to their stored location on SharePoint.

Detailed Scope of Work and Schedule

Hazen has thoroughly reviewed the proposed scope of work that was included in the RFP. Our team understands the design complexity of this project and the importance of adherence to schedule. We are committed and prepared to deliver our highest level of service to the City and plan to utilize past experiences to optimize design efforts. The roadmap for this process is included in the following scope of work and design schedule.

As part of this overall design effort, our team will provide support from preliminary design through final design and permitting, including all scope of work tasks including utility conflict resolution, CEQA and NEPA (if USACE funding is acquired) documentation, SCWP application, and plan approvals for construction permits, with optional services extending through construction.

We will ensure the design meets all required elements for water quality improvement and stormwater capture based on the previous conceptual planning in the Feasibility Study. The Hazen team’s vast experience ensures we will be able to expedite the design of the Project and help meet the goals of SCWP. In order to be successful and meet key milestones, green infrastructure implementation efforts must have **early engagement**, **apply efficiency** to our design processes, and work with the City for **seamless delivery**. Our approach is to overlap tasks to the greatest extent possible in order to shorten the critical path from preliminary design to project completion.

Task 1 – General Project Administration & Meetings

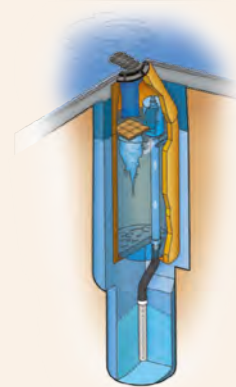
Project Management

By following the strategy outlined in the Project Management Approach, Jennifer Coryell will ensure that the necessary project management elements are properly executed. This includes a kick-off meeting, development of a project work plan; coordination of subconsultant activities; progress meetings, including preparation of meeting agendas, materials, and minutes; reporting and invoices; QA/QC plan development; schedule tracking to meet the City’s needs; budget monitoring; and provide all the necessary project coordination.

Stakeholder and Community Outreach/Engagement

As part of the Hazen team, Murakawa Communications will implement proven and effective outreach strategies to inform the public about the project, including its purpose and benefits, and engage local stakeholders in its design. Murakawa Communications will begin by developing a comprehensive, engaging, and achievable Stakeholder and Community Outreach and Engagement Plan (Plan) that will provide a strategic blueprint for engaging stakeholders and interested parties on the project. The plan will deliver a systematic and milestone-driven approach to the outreach effort while building in flexibility, innovation (especially regarding hard-to-reach and disadvantaged populations), and sensitivity to language needs.

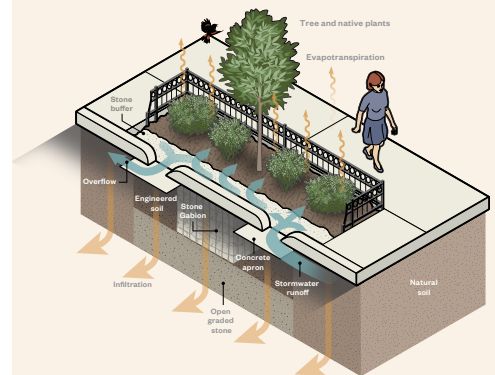
Stormwater BMP's



Drywell (source: Oldcastle Infrastructure)



Infiltration Gallery (source: StormTrap.com)



Right-of-way bioretention

The plan will include the following:

Include the Right Staff

With more than 25 years of experience, Trisha Murakawa has experience working on stormwater capture and green streets projects where she has assisted municipalities to engage with the public and ensure their needs are heard and the purpose and benefits of the project are well communicated.

Maximize Attendance at Community Meetings

Early notification of each meeting to be held at a convenient location and date/time. Project information in the form of a flyer/factsheet will be provided with the meeting invitation.

Engage Stakeholders and the Community

Meeting 1 will provide discussion on project background, purpose, benefit, and design alternatives. Feedback and input from the community will be encouraged, documented, and incorporated in the design as applicable and able. Meeting two will present the final design, project construction schedule, what stakeholders should expect, and next steps.

Explain the Project Benefits to the Community

Utilizing compelling and understandable visual graphics and materials that may be incorporated into presentations, fact sheets, flyers, boards, and/or for other uses, will convey the Project's benefits including reduced "heat island effect", water quality, beautification and others will be clearly explained to gain consensus and support for the project.

Follow up to Enhance the Engagement

Meeting summaries will be provided after each meeting five (5) days or sooner after the conclusion of each meeting. Comments will be captured and categorized if necessary so City staff and the Project Team have a clear understanding of stakeholder input. If needed for the CEQA documents, we will also provide a full public outreach report demonstrating stakeholder engagement as part of the Safe Clean Water Program requirements.

Hazen and Murakawa
 Communications are currently partnered on another project in the DC Watershed, the Machado Lake Optimization Project. Together we are helping the City of Los Angeles optimize water quality improvement benefits and educating the public.



Hydraulic Analysis



Site Walkthroughs



Geotechnical Investigations



Survey and Design

Task 2 – Data Research and Investigation

Hazen and our staff have designed thousands of right-of-way green infrastructure (ROW GI) projects for agencies across the nation in other ultra-urban areas as well as across the Los Angeles region. We understand how critical it is to fully evaluate the existing site conditions for unique characteristics and potential constraints. Prior to design, we will start by preparing hydrology and hydraulic (H&H) modeling and analysis to determine adequate sizing for the proposed ROW GI. We understand the level of accuracy needed when performing H&H analysis, since it ultimately determines the sizing of ROW GI needed to meet the stormwater management goal. As we have done in other ROW GI projects, to address the surface flow to bioretention areas, we will confirm flow directions around the perimeter of the project to ensure the analysis includes all necessary areas. We know that desktop analysis must be accompanied by field verifications since elevation data is not always correct or clear. Key hydraulic analysis components that will be verified during walkthroughs include high points, flow directions, and stormwater inlet locations. Field observations are diligently communicated and tracked using GIS software. These findings will be incorporated into our hydraulic analysis so that we can accurately calculate the ROW GI needs, while addressing anticipated comments to minimize review and revision time. We will also confirm diversion flows at the three proposed diversion locations to ensure subsurface feature are being designed to the proper size.

The desktop analysis will include a review of available historical and record information including existing reports, studies, as-built plans, mapping, geotechnical investigations, and other information available from the City and County. The analysis will also involve contacting utility companies and agencies in the vicinity of the project to determine existing utilities in the area that may impact the project. Any businesses and properties that may be affected by the project will also be contacted during the preliminary design phase to begin coordination efforts.

As part of the desktop analysis, other coordination to be performed includes:

- ✓ Identifying potential utility conflicts, coordinating relocation if possible, and/or developing design alternatives.
- ✓ Engaging with the City early to facilitate environmental compliance.
- ✓ Evaluating the parking lot proposed for the infiltration gallery to confirm any past contamination issues, ensuring that the site is appropriate for infiltration.
- ✓ Interviewing relevant City personnel to document any institutional knowledge.

Site investigations will be conducted concurrent with the desktop analysis to verify current conditions, which will allow our team to efficiently identify further areas of coordination for the subsequent phases of this project. This includes verification of any assumptions made on the suitability of the proposed sites to receive flow for infiltration.

Our team is prepared to modify the design as needed to address any concerns that arise during the data research and investigation phase. We have considered alternatives if the parking lot is not suitable for the infiltration gallery due to past use. We believe utilizing the same diversion point could allow drywells to be installed either along Narbonne Avenue or, to reduce traffic impacts, to locate them along side streets. We are confident a solution that works for the City and the community can be identified. We will develop documentation to support the City’s submittal to the SCWP identifying any modifications to the project benefits.



Task 3 – Safe, Clean Water Regional Program

The Hazen Team will support the City with all funding-related requirements. We will document and support City discussions if the project benefits change, will support funding coordination, and will develop required Safe Clean Water Program (SCWP) reporting documents, including quarterly progress and expenditure reports for the design portion of the project.

Task 4 – Geotechnical Investigation

As part of the Hazen Team, ***Ninyo and Moore will conduct all geotechnical investigations and ensure that the work is done in compliance with Los Angeles County requirements.*** Subsurface exploration will include testing services for soil contamination; evaluation of potential impacts of the project to groundwater, soils, and drainage; shallow percolation testing at two (2) bioretention areas; four (4) total CPTs; two (2) double-ring infiltrometer tests for pervious pavement in the parking lot; and five (5) 8-inch diameter hollow-stem auger borings to assess soil gradation, moisture content, Atterberg Limits, and USCS soil classification, and to determine estimated infiltration rates.

Based on an expert analysis from Ninyo & Moore, we have included the option for two (2) large diameter test drywells to confirm design infiltration rates for the dry wells. This item has been included in the fee proposal as an optional item, as the percolation tests for the smaller diameter hollow-stem auger borings will provide design infiltration rates that can be used for the project.

We understand the cost-benefit savings for the City and have worked to fully evaluate pre-design elements to reflect this.

Following the field investigation, full data compilation and a geotechnical analysis report will be drafted. Analysis and recommendations included in the report are as follows:

- Anticipated soil and geologic conditions and potential geologic hazards at the site.
- Evaluation of site seismicity, including 2022 CBC seismic design parameters.
- Evaluation of the depth to groundwater and potential impacts to the project based on our exploratory borings, CPT soundings, and readily available groundwater data.
- Evaluation of infiltration rates and overall suitability of the proposed construction.
- Site excavation characteristics and general earthwork and grading considerations, including compaction requirements and suitability of on-site material for use as fill/trench backfill.
- Evaluation of foundations and settlement potential for the infiltration gallery.
- Appropriate site preparation, including remedial excavation and recompaction.
- Analysis of the temporary stability of excavations and shoring pressures.
- Flexible and rigid pavement design recommendations, including permeable pavement.
- Evaluation of the corrosion potential of site soils and the appropriate type of concrete to be used during construction.
- Recommendations for the General Contractor to handle and dispose of contaminated materials, if encountered during the geotechnical investigation.

In addition to the above scope, **subsurface utility investigations will be provided by Ultra Engineering Contractors** to verify the location, depth, and material of critical utilities. A potholing plan will first be developed that includes the location of each pothole, with up to ten (10) potholes assumed for budgeting purposes. The scope for all Geotechnical work, including potholing, includes preparation of traffic control plans and obtaining an encroachment permit (no fee) from the City. The scope for all Geotechnical work, including potholing, includes preparation of traffic control plans and obtaining an encroachment permit (no fee) from the City.

Task 5 – California Environmental Quality Act (CEQA) Requirements

The Hazen Team is keenly aware of the level of effort and coordination required to manage the breadth of work related to environmental analyses in accordance with the California Environmental Quality Act (CEQA), specifically the development of an Initial Study (IS) and Negative Declaration (ND)/Mitigated Negative Declaration (MND). The environmental experts at Hazen will complete the CEQA checklist and prepare a draft and final CEQA Initial Study (IS) to evaluate the project's potential environmental impacts. The Team will determine potential impacts to environmental factors within the project area, including aesthetics, biological resources (such as State or Federally listed species, wetlands and waterbodies), cultural resources, hazards and hazardous materials, tribal cultural resources, air quality, and hydrology and water quality (including floodplains, groundwater, and drainage patterns). These analyses will be supported by desktop studies and a review of trusted resources and databases, including IPaC, CNDDDB, USFWS NWI, EnviroStor, and USGS records. For cultural resources, which may include more sensitive data, a qualified archaeologist and architectural historian would coordinate any field surveys or records searches with the California Historic Resources Information System (CHRIS) and/or the South Central Coastal Information Center, and consult with any Tribes in compliance with AB52, as needed. The Team will also prepare NEPA documentation to meet any environmental federal cross-cutting regulations. To minimize review times and expedite the environmental review process, a joint CEQA-NEPA compliant document may be prepared. It is assumed that the CEQA level of environmental review would be either a Negative Declaration (ND) or Mitigated Negative Declaration (MND); similarly, the level of NEPA review is anticipated to be an Environmental Assessment (EA). If the Initial Study determines that the project may significantly affect the environment, additional CEQA/NEPA review and documentation will be required, and a separate scope/cost amendment will be required. As needed, an archaeologist from our partners at Rincon will support this work.

The planning that goes into environmental review of a project informs the design to minimize and avoid, where possible, impacts to built and natural environments. We have staff that are well-versed in analyzing the potential for environmental impacts, particularly in urban environments where residents and businesses in close proximity to the project site must be considered to minimize construction impacts.

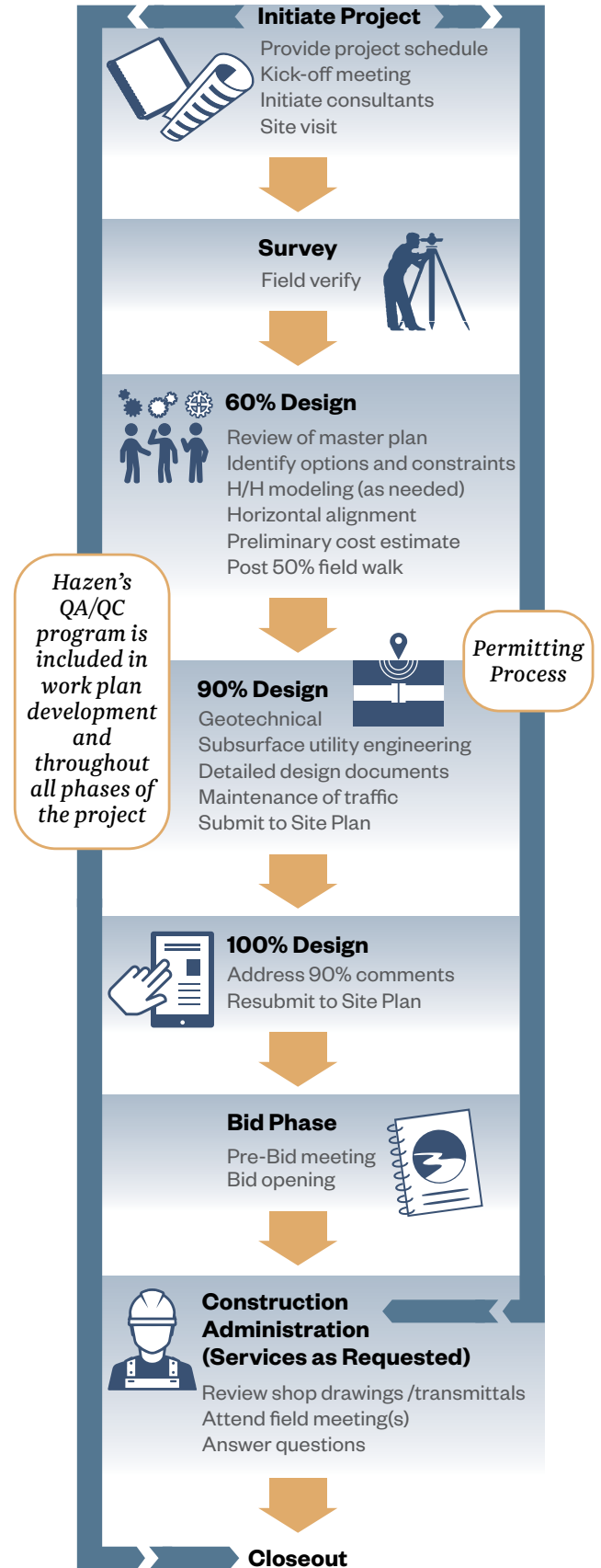
Task 6 – Engineering Design

Following the preliminary design phase and receiving approvals from City agencies to proceed, we will move forward to the design phase. Due to our vast experience, we have developed an expedited approach, as shown in the graphic to the right, which leverages our knowledge of stakeholder concerns and objectives..

Consider stakeholder input: Our design workflow emphasizes addressing stakeholder concerns early in the process to minimize the need for design modifications.

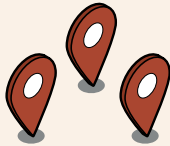
Coordinate with utilities: The Hazen team will coordinate with utility companies to prevent conflicts when necessary, and we will modify the design layout to accommodate existing utility infrastructure as necessary. We have encountered many unique utility scenarios in our ROW GI projects in other urban areas and have established a process for re-evaluating designs or providing contract drawing language to accommodate utilities near green infrastructure. We can provide a quick turnaround of design drawings after receiving comments from utility coordination to continue the design progression. Additionally, we will identify and obtain all leases, maintenance agreements, and/or other permits and approvals required for construction from regulating agencies, utility companies, and/or businesses. Since the City owns right-of-way in the street, on both sides of Lomita Blvd and Narbonne Ave, and the parking lot where the infiltration gallery is proposed, no additional easement rights are anticipated.

The Hazen team will evaluate and develop designs capable of capturing stormwater, reducing pollutant runoff and providing additional benefits, such as aesthetics and educational opportunities, while preserving the current function of the space. Additionally, Hazen’s nationwide experience with urban green infrastructure implementation offers a fresh perspective on available design alternatives. Through our work with the Philadelphia Water Department, New York City Department of Environmental Protection, DC Water and Boston Water and Sewer Commission, we have evaluated a multitude of green infrastructure configurations. There may be synergies for parts of this Project area.



Develop survey plans: We provide our surveyors with detailed site location information and photographs to ensure that all significant features are captured. Our review process improves the efficiency of the survey before it starts. Hazen has developed internal checklists for survey and design, which includes verifying surveys for parking signs and existing surface infrastructure since they are priority issues for coordination. The design team will coordinate with the surveyor to ensure that all stakeholder concerns are addressed early in the design process, *minimizing the need for design adjustments and comments during review*. See Task 14 for the detailed field survey scope of work.

Our survey and design workflow addresses stakeholder concerns early to prevent delays in our schedule.



Submit Sites to Surveyor

- Identify preliminary sites for survey
- Submit photos for each site to surveyor, identifying site and utility features of stakeholder concern



Perform QA/QC on Incoming Surveys

- Use internal survey checklist to ensure all site and utility features are accurately represented
- Provide comments to surveyor for any elements that are missing or inaccurate



Design ROW Green Infrastructure

- Develop conceptual designs, meeting all stakeholder requirements
- Identify sites that should not proceed due to site or utility constraints



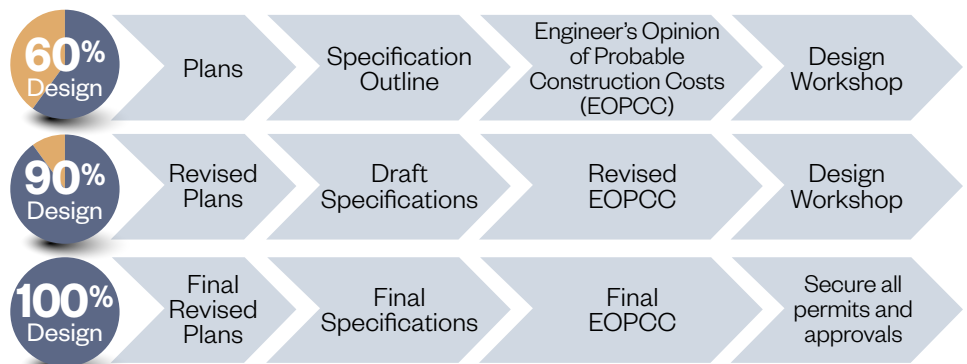
Perform QAQC on Contract Drawings

- Use internal design checklist to ensure all stakeholder concerns are addressed in conceptual design
- Confirm all design and construction information is accurately conveyed

Complete 60/90/100% design: Once the survey is verified, the design workflow will follow the 60/90/100 process as outlined by the City. Each submittal will catalogue the response to comments from the previous deliverable, and we will coordinate with the City’s Project Manager on any outstanding comments. Our pre-final submittal (90%) will include contract bidding documents (plans, specifications, and engineer’s estimate of probable cost) and we will attend a review meeting to discuss, then revise, the documents.

In addition to the standard items to be included, our Hazen team will continue to conduct community outreach as described earlier. We understand the importance of communicating early and often with the community and stakeholders to garner support and education.

Items to be included for each stage of submission are shown below. In addition, the 60% design phase will include a *cost-benefit analysis* on the installation of a stormwater capture and use an irrigation system and an evaluation of the impact and cost-effectiveness of adding pervious pavement along the proposed bike lanes and/or parking lanes. Our partnering firm, Pomas, will include the design of the bike lane, incorporating City and community comments into each state of the project.



Task 7 – Permit Coordination and Compliance

In coordination with the City and based on agency contacts conducted during the preliminary design phase, the Team will prepare necessary permit application packages for submission to relevant agencies, such as the Los Angeles County Flood Control District, regarding the three diversion points (including a permit set of drawings). Relevant permit application forms, mapping, and supplemental information will be included. Draft permit application packages will be submitted to the City for review, and after incorporation of comments, the Team will finalize the applications and submit, with application fees, to the proper agency.



Hazen team members will meet with staff from relevant regulatory agencies and/or contact them by phone to verify permit requirements for the Project, obtain necessary forms, and inform agency staff about the project. Additional agency coordination will be conducted via phone and/or email, as necessary. Agency communications will be documented and organized throughout the permitting process. For LACFCD, in particular, early in the process, we will meet with their staff to discuss the project to ensure our proposed layout and application meets their requirements.

Permitting from the following agencies may be required for this project. This will be confirmed during the preliminary design stage of the project. Fees associated with permit submittals are excluded from the fee proposal, and the preparation of a Stormwater Pollution Prevention Plan (SWPPP) is excluded from this scope of work. It is assumed that SWPPP development and implementation will be the responsibility of the Contractor.

Task 8 – Operation and Maintenance (O&M) Plan

The Hazen Team understand that in order to implement a quality green infrastructure design, proper maintenance in the short and long-term is critical. We will prepare an Operation and Maintenance (O&M) Plan that identifies activities required to efficiently operate and maintain the project as well as the expertise and technical training necessary to perform such O&M activities. Our team has learned from experience on past projects the immense importance of engaging maintenance staff at the design phase and carrying that coordination through O&M plan development. We have found when O&M plans include maintenance cards and checklists (either digitally or hard copies), it allows maintenance crews to identify potential issues early and proactively execute maintenance and extend the longevity of the GI.



Example site specific field maintenance cards for easy problem identification

Task 9 – Vector Control Plan

The Hazen Team will prepare a Vector Control Plan that incorporates vector minimization strategies for the design and long-term operations and maintenance of the project. Chris Jansen has experience preparing vector minimization plans and obtaining vector control approval on past design projects. He will leverage that experience and his relationships with the GLACVCD to ensure proper design elements are implemented, and feasible maintenance strategies are laid out to ensure the project promotes health and safety.

Task 10 – Monitoring Plan

During the preliminary design phase of the project, the Hazen Team will prepare draft and final pre-construction and post-construction monitoring plans. Hazen has developed and successfully executed GI monitoring plans in other ultra-urban areas. Therefore, we understand the critical elements to include and how to utilize our resources efficiently. The pre-construction monitoring plan will focus on characterizing flow and pollutant loads for target pollutants during dry and wet weather conditions, while the post-construction monitoring plan will focus on measuring the project’s benefits, such as pollutant load reduction and volume reduction. The Hazen Team will implement the pre-construction monitoring plan to assess baseline water quality conditions before construction, which will include sample collection and analysis per the pre-construction monitoring plan. Draft and Final reports will be provided that summarize the results of the pre-construction monitoring. Implementation of the post-construction monitoring plan is excluded from this scope of work.



Task 11 – Traffic Control Plan

As part of the Hazen team, Traffic Control Engineering will lead this task, with a track record in preparing traffic control plans that comply with local government requirements. During the preliminary design phase, Traffic Control Engineering will consider the extent of traffic disruptions being created on Lomita Boulevard due to the dry well installation, including the likelihood of having to close multiple lanes. If the current dry well alignments prove to be infeasible due to these traffic disruptions, then an alternate alignment will be developed, which could include relocating drywells to the parking lane, relocating them down a side street, or identifying other ways to mitigate traffic concerns.

Task 12 – Safe, Clean Water Regional Program Document Preparation

The Hazen Team will support the City in preparing the SCWP application for construction phase funding. The Team, including Jennifer Coryell, has experience with the SCWP application portal and will leverage that experience to streamline the application process, ensure the project is accounting for all potential scoring opportunities, and ensure that the data submitted is clear and precise to aid in SCWP review. The Team is also very familiar with the SCWP funding process and timeline and can provide insights and further support when needed.

Task 13 – Educational Signage

Educational signage will be incorporated into the design to foster community engagement and learning throughout the life of the project. This can be done before construction is complete to help the community understand what is to come, similar to the example shown below.



Example of signage prior to the construction completion of a ROW GI practice in NYC



Signage will be strategically placed at locations visible to the public including, at a minimum, the parking lot of the infiltration gallery, bus stops on each side of Narbonne Avenue, bike locking stations, and at select bioretention facilities.

Task 14 – Field Survey

Calvada will provide topographic survey and mapping services within the limits of the project and extend 60 feet beyond the project limits. As described in Task 6, we will coordinate with Calvada prior to starting design and provide detailed information of critical infrastructure to be captured. Additionally, Calvada will provide:

- Field boundary verification denoting current property lines and easements of record
- Create 1-foot contour intervals.
- Spot elevations will be at back of walk/sidewalks, top of curbs, flow lines, gutter edges, etc
- Spot elevations to determine the high/low points and water flow of adjacent streets
- Location of signing and striping within the Site.
- Trees over 6 feet in height, regardless of caliper, within the Site.
- Location, elevation, size, and type of visible above-ground utilities within the Site.
- Flow line invert elevations and sizes of drain inlets, sanitary sewer, and manholes
- Existing utility lines identified by painted striping from USA markings will be surveyed.
- Locate all centerline monuments and ties.
- Prepare four (4) Corner Records and submit them to the City of Lomita for recording.

The final survey will be delivered electronically as an AutoCAD Civil 3D file along with a PDF file signed and stamped by a Professional Licensed Surveyor (PLS). Four (4) Corner Records will also be signed and stamped by a PLS and submitted to the City of Lomita for recording.

Optional Tasks

The following optional tasks are included in the scope of work to support the City during the post-design phase of the project.

Task 15 – Bidding and Construction Support

Bid & Pre-construction

The Hazen team will provide bid services to the City, which would include developing all necessary materials for the pre-bid meeting, attending the meeting and documenting all meeting minutes, addressing questions from prospective bidders, assisting with bid evaluation, and preparing confirmed drawings and specifications based on the addenda. The Hazen Team will also conduct a pre-construction meeting with the City and the selected Contractor to review any questions, agree on a plan to kick off the project and ensure all of the project requirements and processes are well understood.

Design Services during Construction

Right-of-way construction can be challenging when programmatic uses and pedestrian safety are considered. Constructing ROW GI can add another level of complexity. However, our Hazen team has the hands-on experience necessary to coordinate with contractors and implement successful GI.

We are experienced with reviewing submittals, providing plan clarifications, and assisting with preparing responses for Requests for Information (RFIs) and change orders.

Throughout the construction process, we understand how critical community engagement can be to the overall project's success. Our Hazen team will build on our experience implementing ROW GI in ultra-urban areas to encourage and increase opportunities for the public to stay informed and interact with the process.



Hazen coordinating with contractors during ROW GI construction in Philadelphia.

Task 16 – As-Built Plans

Once the project is constructed, Hazen will prepare Record Drawings based on Contractor markups. The updated plans will be provided to the City via a PDF file. Updated AutoCAD drawings will also be provided.

Task 17 – Additional Engineering Analysis Documentation

If any material modifications are made from the original SCWP application for design funding that result in additional modeling efforts, we will provide documentation to explain the reason for the change and the modeling that was conducted, including input data and results. This documentation will be submitted to the City so that they may provide proper notification in compliance with the SCWP. Provided that the diversion points and BMP type (infiltration) remain the same, we do not anticipate significant changes from the initial SCWP application. However, this optional task was included to account for potential unforeseen field conditions or other factors that may arise that could alter the design recommendations.

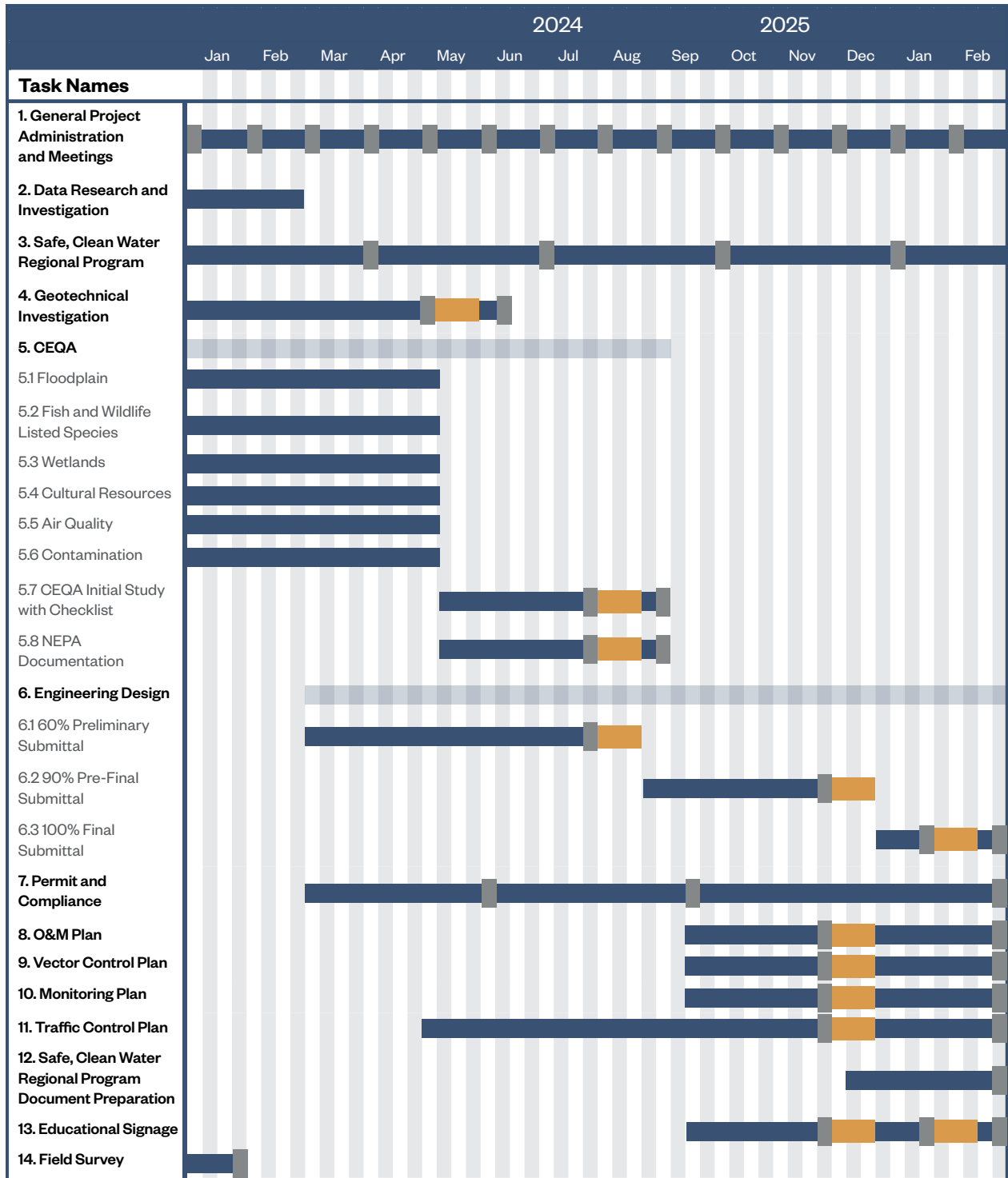
Assumptions and Exclusions

The detailed scope and fee provided in this proposal include the following assumptions:

- Vertical control will be based on the North American Vertical Datum of 1988 (NAVD 88), and horizontal control will be based on the California State Plane Coordinate System of 1983 (NAD 83).
- A current title report is to be provided by the client if private easements are to be shown on the survey and/or design drawings.
- An encroachment permit and business license will be obtained for the field survey work, and appropriate insurance documentation will be provided; however, traffic control plans and a contracting license are excluded from the field survey scope of work. Calvada is a professional services company and does not operate under a contracting license. The survey work will not impede traffic or involve any construction activities or result in any lane closures. Signs will be used as needed to alert traffic of the presence of surveyors.
- Utility coordination will be required; however, we will adapt designs to accommodate existing infrastructure.
- Standard planting schemes, using drought-resistant and native plants, will be developed by Hazen landscape architects and coordinated with the City to expedite design and streamline review. Any watering will be done manually.
- One (1) formal review meeting with the City will be scheduled after each submittal (60%, 90%, 100%). However, interim check-in calls and design discussions will occur regularly.
- One (1) pre-bid meeting, including a site walkthrough, and one (1) pre-construction meeting will be conducted during the bid and pre-construction phase.
- Assumes twenty-five (25) RFIs, clarifications, and change orders at four (4) hours per issue, for a total of one hundred (100) hours.
- Assumes fifty (50) Contractor submittals at six (6) hours each, and twenty five (25) resubmittals at four (4) hours each, for a total of four hundred (400) hours.
- Hazen design team will oversee critical GI design element implementation during construction - assuming one (1) site visit per month for one (1) person over an eighteen (18) month construction duration. Our staff is available to provide more support if requested by the City.
- Subconsultant field staff will conduct one (1) site visit per month for one (1) person over an eighteen (18) month construction duration.
- Preparation of a Stormwater Pollution Prevention Plan (SWPPP) is excluded from this scope of work. It is assumed that SWPPP development and implementation will be the responsibility of the Contractor.
- It is assumed that the CEQA level of environmental review would be either a Negative Declaration (ND) or Mitigated Negative Declaration (MND); similarly, the level of NEPA review is anticipated to be an Environmental Assessment (EA). If the Initial Study determines that the project may have a significant effect on the environment, additional CEQA/NEPA review and documentation would be required, and a separate scope/cost amendment will be required .
- The CPT soundings and small-diameter borings will be performed at the same time. Data obtained from the different phases of geotechnical investigation will be used to prepare a single Geotechnical Evaluation Report. Additional fees will apply if separate mobilizations or reports are required.
- An on-site source of water from fire hydrants will be available for use during our field percolation testing.
- Soil cuttings will be characterized and disposed of offsite. Additional fees will apply if the soils are characterized as being hazardous.

Design Schedule

Below please find our draft schedule, which is subject to change per City preferences.



Hazen Design Team - [Dark Blue Bar] | City/Army Corps Review - [Orange Bar] | Milestone - [Grey Bar]

Construction Schedule

Below please find our draft schedule for the post-design phase, which is subject to change per City preferences. We will work with the City to determine the best path forward in terms of when to submit the SCWP construction funding application. For the time being, we are proposing this schedule to ensure that the construction cost estimate will be as accurate as possible when the application is submitted. During detailed design, we will weigh the benefits of getting the application in sooner based on other funding considerations (such as if USACE has funding deadlines for the construction phase) compared to the benefit of being further along in the design process (i.e., when the cost estimate is more dialed in). We are flexible and will accommodate the City's wishes. We will provide support as needed to help the City make this decision.

Task Number	Sub-Task	Construction Schedule Step	Start Date	End Date	Duration
		Safe, Clean Water Regional Program Application Due Date	1-Jul-25	1-Jul-25	0
		Safe, Clean Water Regional Program Construction Funding Decision	1-May-26	1-May-26	0
		Safe, Clean Water Regional Program Construction Funding Received	1-Apr-27	1-Apr-27	0
15		Bidding and Construction Support	1-May-27	31-Dec-28	20
	15.1	Bid and Award	1-May-27	30-Jun-27	2
	15.2	Construction	1-Jul-27	31-Dec-28	18
16		As-Built Plans	1-Dec-28	31-Dec-28	1
17		Additional Engineering Analysis Documentation	1-Mar-24	28-Feb-25	12

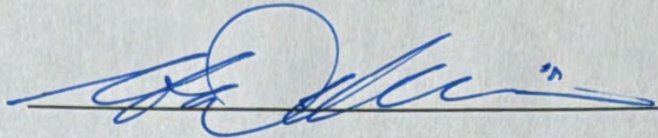
ACKNOWLEDGEMENT OF ADDENDUM

Downtown Lomita Multi-Benefit Stormwater Project

Complete and sign this acknowledgement form. Enclose the original copy of the acknowledgement in your proposal. Failure to do so may result in disqualification of your firm's proposal.

The undersigned acknowledges receipt of **Addendum No. 1** dated November 14, 2023.

ATTEST:



Principal:

HAMPIK DEKERMENTJIAN

Address:

800 W. 6TH ST., SUITE 400, LOS ANGELES
CA 90017

By:

HAMPIK DEKERMENTJIAN

Title:

VICE PRESIDENT



Hazen

Hazen and Sawyer
11260 El Camino Real • Suite 102 • San Diego, CA 92130

Hazen



Fee Proposal for

ENGINEERING DESIGN SERVICES FOR Downtown Lomita Multi-Benefit Stormwater Project

November 21, 2023

December 19, 2023, Reg. CC Mtg., Page # 432



Hazen and Sawyer
800 W. 6th Street, Suite 400
Los Angeles, CA 90017 • 213.234.1080

December 13, 2023

City of Lomita
Public Works Department

Re: Addendum to Scope and Fee Proposal for Downtown Lomita Multi-Benefit Stormwater Project

Dear City of Lomita Selection Committee Members:

The Hazen Team has evaluated the individual aspects of this Downtown Lomita Multi-Benefit Stormwater Project (Project) and developed a detailed fee based on our extensive experience with right-of-way green infrastructure, to ensure all details are accounted for. As a cost savings to the City, we have reviewed the scope of work and have identified opportunities to reduce the cost without impacting quality. We propose the following modifications:

- Reduce the scope from two CPTs and two 25-ft deep borings to one each at the location of the infiltration gallery due to the limited size of the location.
- Eliminate both small diameter borings/percolation test holes in the drywell areas in favor of progressing directly to conducting the two large diameter borings/percolation tests which would eliminate an unnecessary interim step given that large diameter tests provide more accurate results.
- Move the abandonment of the large diameter test wells to the construction phase to be conducted by the contractor, which has been done in other locations locally.
- Move the development of traffic control plans to the construction phase.
- Move the finalization of the operations and maintenance plan to the construction phase. Draft operation and maintenance plan will be completed during design.
- Reduce hours for community engagement by assuming City staff will supplement outreach staff at the community engagement workshops and when contacting community members and will support document development.

Based on these changes, the revised budget is attached. Should you have any questions, please contact Jennifer Coryell at (213) 234-1098 or jcoryell@hazenandsawyer.com.

Very truly yours,

Jennifer Coryell, PE
Project Manager

Job no

**DOWNTOWN LOMITA MULTI-BENEFIT STORMWATER PROJECT
- FEE PROPOSAL SUMMARY - REVISED**

Task 1.0 General Project Administration & Meetings	\$	100,011
Task 2.0 - Data Research and Investigation	\$	20,120
Task 3.0: Safe Clean Water Regional Program	\$	12,560
Task 4.0: Geotechnical Investigations	\$	169,605
Task 5.0: California Environmental Quality Act (CEQA) Requirements	\$	39,600
Task 6 - Engineering Design		
Subtask 6.1 Preliminary 60% PS&E Submittal	\$	158,088
Subtask 6.2 Pre-Final Submittal 90% PS&E	\$	129,712
Subtask 100% Design	\$	84,091
	\$	371,891
Task 7.0 - Permit Coordination and Compliance	\$	9,200
Task 8.0 - Operation and Maintenance Plan	\$	13,030
Task 9.0 - Vector Control Plan	\$	8,220
Task 10.0 - Monitoring Plan	\$	16,840
Task 12.0 - Safe, Clean Water Regional Program Documentation Preparation	\$	2,520
Task 13.0 - Educational Signage	\$	12,000
Task 14.0: Survey	\$	35,850
Task 17.0 - Additional Engineering Analysis Modification (Modeling)	\$	20,960
	<i>SUBTOTAL</i>	\$ 832,407

Design Phase - Only when Authorized by City

Task 15.0 - Bidding Support	\$	21,370
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Total Fee \$ 853,777

Construction Phase - Only when Authorized by City*

Task 8.0B : Finalize Operations & Maintenance Plan	\$	5,970
Task 11.0 - Traffic Control Plan	\$	7,520
Task 15.0B - Construction Support	\$	99,853
Task 16.0 - As-Built Plans	\$	16,173
	<i>SUBTOTAL</i>	\$ 129,516

**Construction phase fees are for estimating purposes only based on current rates; actual fee would be revised based on current rates during the year in which construction were to occur*

Downtown Lomita Multi-Benefit Stormwater Project Fee Proposal - REVISED

Firm	Hazen	Hazen	Hazen	Hazen	Hazen	Hazen	Hazen	PSOMAS	PSOMAS	PSOMAS	PSOMAS	Ultra Engineering Contractors	Ninyo & Moore	Calvada	Murakawa	Rincon	ODC		
Name(s) Key Staff	Lynn Grijalva/ Dave Jones	Matthew Jones/ Saya Hickey/ Mike Santowasso	Jennifer Coryell	Alysondria Eason/ Andrea Zimmer/ Nicolette Leung	Chris Jansen/ Paul Caswell	Trevor Auth/ Catherine McNicol/ Sarah Nash	Elizabeth Moskalenko/ Jeremy Law												
Title	Vice President	Assoc. Vice Pres.	Project Manager	Principal Engineer	Project Engineer	Assistant Engineer	Landscape Architect	Project Manager	Traffic Engineer	Traffic Designer	Project Administrator	Potholing	GEOTECH	Surveying	Outreach	Archaeologist	Expenses	Total	
Total Project Rate (FY 2023)	\$365	\$340	\$320	\$230	\$170	\$150	\$213	\$276	\$178	\$143	\$123								
Task 1.0 General Project Administration & Meetings																			
Project Management																			
Sub consultant & Team Coordination	8		27		27			27										89	
Budget and Scheduling Coordination	12		20		14													46	
Bi-weekly Meetings (Virtual)			48		48			10										106	
Milestone Coord. Meetings (In-Person)	4		8		8			12	12									44	
	24	0	103	0	97	0	0	49	12	0	0	0	0	0	0	0	0	285	
Subtotal Task 1	\$8,760	\$0	\$32,960	\$0	\$16,490	\$0	\$0	\$13,545	\$2,137	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$73,891	
Stakeholder and Community Outreach																			
Outreach and Engagement Plan																		0	
Flyers & Posters					0													0	
Community Engagement Workshops			16		0										\$20,000			16	
EXPENSES					0													\$1,000	
	24	0	119	0	97	0	0	49	12	0	0	0	0	0	0	0	0	301	
Subtotal Task 1	\$8,760	\$0	\$38,080	\$0	\$16,490	\$0	\$0	\$13,545	\$2,137	\$0	\$0	\$0	\$0	\$0	\$20,000	\$0	\$1,000	\$100,011	
Task 2.0 - Data Research and Investigation																			
Agency coordination			4	8	8	40												60	
Design concepts and alternatives and verification of design flows				2														2	
Review Existing information and Utility Coordination					16	40												56	
Encroachment permit coordination				2														2	
	0	0	4	12	24	80	0	0	0	0	0	0	0	0	0	0	0	120	
Subtotal Task 2	\$0	\$0	\$1,280	\$2,760	\$4,080	\$12,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,120	
Task 3.0: Safe Clean Water Regional Program																			
Agency Coordination			4		16													20	
SCWP reporting (quarterly)			10		16													26	
Expenditure Reports			4		8													12	
	0	0	18	0	40	0	0	0	0	0	0							58	
Subtotal Task 3	\$0	\$0	\$5,760	\$0	\$6,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,560	
Task 4.0: Geotechnical Investigations																			
Geotechnical Investigations					4	8							\$147,825					12	
Post-geotech services			4		4	8												16	
Final Geotechnical Report/Coordination			2		4	7												13	
Potholing/SUE					4							\$13,690						4	
	0	0	6	0	16	23	0	0	0	0	0							45	
Subtotal 4	\$0	\$0	\$1,920	\$0	\$2,720	\$3,450	\$0	\$0	\$0	\$0	\$0	\$13,690	\$147,825	\$0	\$0	\$0		\$169,605	

Downtown Lomita Multi-Benefit Stormwater Project Fee Proposal - REVISED

Firm	Hazen	Hazen	Hazen	Hazen	Hazen	Hazen	Hazen	PSOMAS	PSOMAS	PSOMAS	PSOMAS	Ultra Engineering Contractors	Ninyo & Moore	Calvada	Murakawa	Rincon	ODC		
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Total Project Rate (FY 2023)	\$365	\$340	\$320	\$230	\$170	\$150	\$213	\$276	\$178	\$143	\$123								
Task 5.0: California Environmental Quality Act (CEQA) Requirements																			
Subtask 5.1 Floodplains																			
Desktop analysis					2	16												18	
QAQC																		0	
Subtask 5.2 Fish and Wildlife Listed Species																			
Desktop analysis for species impacts						16												16	
QAQC					2													2	
Subtask 5.3 Wetlands																			
Wetland Impact desktop analysis						16												16	
QAQC					2													2	
Subtask 5.4 Cultural Resources																			
Cultural Resources Study																	\$20,000	0	
QAQC					2													2	
Subtask 5.5 Air Quality																			
Air quality and GHG emissions study						16												16	
QAQC					2													2	
Subtask 5.6 Contamination																			
Desktop evaluation for risk of hazardous materials						16												16	
QAQC					2													2	
Subtask 5.7 CEQA Initial Study with Checklist																			
CEQA Checklist and Study						16												16	
QAQC					2													2	
Subtask 5.8 NEPA Documentation																			
Document preparations					2	4												6	
NEPA Evaluation support for the City					4	8												12	
Subtotal Task 5, Hours	0	0	0	0	20	108	0	0	0	0	0	0	0	0	0	0	0	128	
Subtotal Task 5	\$0	\$0	\$0	\$0	\$3,400	\$16,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$0	\$39,600	

Downtown Lomita Multi-Benefit Stormwater Project Fee Proposal - REVISED

Firm	Hazen	Hazen	Hazen	Hazen	Hazen	Hazen	Hazen	PSOMAS	PSOMAS	PSOMAS	PSOMAS	Ultra Engineering Contractors	Ninyo & Moore	Calvada	Murakawa	Rincon	ODC		
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Title	Vice President	Assoc. Vice Pres.	Project Manager	Principal Engineer	Project Engineer	Assistant Engineer	Landscape Architect	Project Manager	Traffic Engineer	Traffic Designer	Project Administrator	Potholing	GEOTECH	Surveying	Outreach	Archaeologist	Expenses	Total	
Total Project Rate (FY 2023)	\$365	\$340	\$320	\$230	\$170	\$150	\$213	\$276	\$178	\$143	\$123								
Task 6 - Engineering Design																			
Subtask 6.1 Preliminary 60% PS&E Submittal																			
60% Contract Drawing Modifications				28	48	300	60	16	32	54	4							542	
Cost-benefit analysis			8	8	24	120												160	
Pervious Pavement Evaluation				8		40												48	
Cost Estimate		2	4	8	28	43	16	4	8	24	4							141	
QAQC		4	4	8				8	4		2							30	
Expense - hard copies																		\$500	
Subtotal, Hours	0	6	16	60	100	503	76	28	44	78	10	0	0	0	0	0	0	921	
Subtotal	\$0	\$2,040	\$5,120	\$13,800	\$17,000	\$75,450	\$16,208	\$7,740	\$7,835	\$11,164	\$1,232	\$0	\$0	\$0	\$0	\$0	\$0	\$500	
																		\$158,088	
Subtask 6.2 Pre-Final Submittal 90% PS&E																			
90% Contract Drawing modifications					16	220		6	12	20	2							276	
Section/Elevation Views					16	108												124	
Specifications			4	8	20	100		4	4									140	
Landscaping Plans						16	40											56	
Cost Estimate		4	4	4	16	64	16	2	4									114	
QAQC	4	4	8		20			4	2									42	
Construction Schedule			2	2		10												14	
Expense - hard copies																		\$500	
Subtotal, Hours	4	8	18	14	88	518	56	16	22	20	2							706	
Subtotal	\$1,460	\$2,720	\$5,760	\$3,220	\$14,960	\$77,700	\$11,943	\$4,423	\$3,917	\$2,862	\$246	\$0	\$0	\$0	\$0	\$0	\$0	\$500	
																		\$129,712	
Subtask 100% Design																			
100% Contract Drawing modifications					8	120		4	8	10	2							152	
Section/Elevation Views						60												60	
Specifications		2	8	8	24	80		4										126	
Landscaping Plans						16	24											40	
Cost Estimate			4	4	8	20		2	4	6								48	
QAQC	4	4	6		8	20		2	2		2							48	
Construction Schedule			2	2		8												12	
Expense - hard copies																		\$500	
Subtotal, Hours	4	6	20	14	48	324	24	12	14	16	4							486	
Subtotal	\$1,460	\$2,040	\$6,400	\$3,220	\$8,160	\$48,600	\$5,118	\$3,317	\$2,493	\$2,290	\$493	\$0	\$0	\$0	\$0	\$0	\$0	\$500	
																		\$84,091	
Subtotal Task 6, Hours	8	20	54	88	236	1345	156	56	80	114	16							2173	
Subtotal Task 6	\$2,920	\$6,800	\$17,280	\$20,240	\$40,120	\$201,750	\$33,269	\$15,480	\$14,245	\$16,316	\$1,971	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500	
																		\$322,379	
Task 7.0 - Permit Coordination and Compliance																			
LAFCD Flood Permit				2	4	16												22	
Grading Permit				2	4	8												14	
Other Permits				2		8												10	
Agency Review Coordination & RTC				2		8												10	
Subtotal 7, Hours	0	0	0	8	8	40	0	0	0	0	0	0	0	0	0	0	0	56	
Subtotal 7	\$0	\$0	\$0	\$1,840	\$1,360	\$6,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,200	
Task 8.0 - Operation and Maintenance Plan																			
O&M Plan development				4	2	42												48	
QAQC		2	2	5														9	
Revisions						20												20	
Subtotal 8, Hours	0	2	2	9	2	62	0	0	0	0	0	0	0	0	0	0	0	77	
Subtotal 8	\$0	\$680	\$640	\$2,070	\$340	\$9,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,030	

Downtown Lomita Multi-Benefit Stormwater Project Fee Proposal - REVISED

Firm	Hazen	Hazen	Hazen	Hazen	Hazen	Hazen	Hazen	PSOMAS	PSOMAS	PSOMAS	PSOMAS	Ultra Engineering Contractors	Ninyo & Moore	Calvada	Murakawa	Rincon	ODC		
Name(s) Key Staff	Lynn Grijalva/ Dave Jones	Matthew Jones/ Saya Hickey/ Mike Santowasso	Jennifer Coryell	Alysondria Eason/ Andrea Zimmer/ Nicolette Leung	Chris Jansen/ Paul Caswell	Trevor Auth/ Catherine McNicol/ Sarah Nash	Elizabeth Moskalenko/ Jeremy Law												
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Total Project Rate (FY 2023)	\$365	\$340	\$320	\$230	\$170	\$150	\$213	\$276	\$178	\$143	\$123								
Task 9.0 - Vector Control Plan																			
Development of vector control plan					6	24												30	
QAQC			2	4														6	
Revisions					2	8												10	
Expense																		\$500	
Subtotal 9, Hours	0	0	2	4	8	32	0	0	0	0	0	0	0	0	0	0	0	46	
Subtotal 9	\$0	\$0	\$640	\$920	\$1,360	\$4,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500	\$8,220
Task 10.0 - Monitoring Plan																			
Post-construction monitoring plan		2	2		8	40												52	
QAQC		2		4	6													12	
Final Monitoring Plan		2	2	2	8	16												30	
Subtotal 10, Hours	0	6	4	6	22	56	0	0	0	0	0	0	0	0	0	0	0	94	
Subtotal 10	\$0	\$2,040	\$1,280	\$1,380	\$3,740	\$8,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,840	
Task 12.0 - Safe, Clean Water Regional Program Documentation Preparation																			
SCWP application and associated documents						8												8	
QAQC		2	2															4	
Subtotal 12, Hours	0	2	2	0	0	8	0	0	0	0	0	0	0	0	0	0	0	12	
Subtotal 12	\$0	\$680	\$640	\$0	\$0	\$1,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,520	
Task 13.0 - Educational Signage																			
Signage Development				2	4	40												46	
QAQC		2	2	2														6	
Revisions					4	16												20	
Subtotal 13, Hours	0	2	2	4	8	56	0	0	0	0	0	0	0	0	0	0	0	52	
Subtotal 13	\$0	\$680	\$640	\$920	\$1,360	\$8,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,000	
Task 14.0: Survey																			
Topographic Survey														\$35,250				0	
Survey Review						4												4	
Subtotal 14, Hours	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	4	
Subtotal 14	\$0	\$0	\$0	\$0	\$0	\$600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$35,250	\$0	\$0	\$0	\$35,850	
Task 17.0 - Additional Engineering Analysis Modification (Modeling)																			
H&H Modeling				24	60													84	
QAQC				8														8	
Revisions					20													20	
Subtotal 17, Hours	0	0	0	32	80	0	0	0	0	0	0	0	0	0	0	0	0	112	
Subtotal 17	\$0	\$0	\$0	\$7,360	\$13,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,960	
Only When Authorized by the City																			
Task 15.0 - Bidding Support																			
Attend meetings & document results, review bids	2	4	20	16	40	16												98	
Subtotal 15, Hours	2	4	20	16	40	16	0	0	0	0	0	0	0	0	0	0	0	98	
Subtotal 15	\$730	\$1,360	\$6,400	\$3,680	\$6,800	\$2,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21,370	

Total Fee \$853,777

Downtown Lomita Multi-Benefit Stormwater Project Fee Proposal - REVISED

Firm	Hazen	Hazen	Hazen	Hazen	Hazen	Hazen	Hazen	PSOMAS	PSOMAS	PSOMAS	PSOMAS	Ultra Engineering Contractors	Ninyo & Moore	Calvada	Murakawa	Rincon	ODC		
Name(s) Key Staff	Lynn Grijalva/ Dave Jones	Matthew Jones/ Saya Hickey/ Mike Santowasso	Jennifer Coryell	Alysondria Eason/ Andrea Zimmer/ Nicolette Leung	Chris Jansen/ Paul Caswell	Trevor Auth/ Catherine McNicol/ Sarah Nash	Elizabeth Moskalenko/ Jeremy Law												
Title	Vice President	Assoc. Vice Pres.	Project Manager	Principal Engineer	Project Engineer	Assistant Engineer	Landscape Architect	Project Manager	Traffic Engineer	Traffic Designer	Project Administrator	Potholing	GEOTECH	Surveying	Outreach	Archaeologist	Expenses	Total	
Total Project Rate (FY 2023)	\$365	\$340	\$320	\$230	\$170	\$150	\$213	\$276	\$178	\$143	\$123								

Construction Phase - Only When Authorized by the City

Task 8.0B : Finalize Operations & Maintenance Plan																		
O&M Plan finalize			4	4	6	15												29
Hardcopies																		\$500
Subtotal 4B, Hours	0	0	4	4	6	15	0	0	0	0	0							29
Subtotal 4B, Hours	\$0	\$0	\$1,280	\$920	\$1,020	\$2,250	\$0	\$0	\$0	\$0	\$0			\$0	\$0	\$0	\$0	\$500

Task 11.0 - Traffic Control Plan																		
Development of traffic control plan						28												28
QAQC		2	2		2													6
Revisions				2	2	8												10
Subtotal 11, Hours	0	2	2	2	2	36	0	0	0	0	0	0	0	0	0	0	0	44
Subtotal 11	\$0	\$680	\$640	\$460	\$340	\$5,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,520

Task 15.0B - Construction Support																		
Addendum development		2	8	8	16	40												74
RFI and Submittal Review		8	16	52	120	300	4											500
Subtotal 15, Hours	0	10	24	60	136	340	4	0	0	0	0							574
Subtotal 15	\$0	\$3,400	\$7,680	\$13,800	\$23,120	\$51,000	\$853	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$99,853

Task 16.0 - As-Built Plans																		
As-built review & markups				2	24	60	4											90
QAQC		2	2	2														6
Subtotal 16, Hours	0	2	2	4	24	60	4	0	0	0	0							96
Subtotal 16	\$0	\$680	\$640	\$920	\$4,080	\$9,000	\$853	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,173

Additional Optional Tasks Fee \$129,516



CITY OF LOMITA CITY COUNCIL REPORT

Item No. 9a

TO: City Council

FROM: Ryan Smoot, City Manager

PREPARED BY: John Campos, Parking Enforcement Supervisor
Lina Hernandez, Senior Management Analyst

MEETING DATE: December 19, 2023

SUBJECT: Discussion and Consideration of an Ordinance to Implement a Defined Length of One Hundred (100) Feet of Vehicle Movement Following Notice of Seventy-Two (72) Hours of Consecutive Non-Movement

RECOMMENDATION

After conducting a public hearing, and after the City Attorney reads the title, introduce on first reading an ordinance amending Title VIII (Motor Vehicles and Traffic), Chapter 1 (Traffic and Parking), Article 1. (In General), Section 8-1.05(a) of the Lomita Municipal Code, to implement a defined length of one hundred (100) feet of vehicle movement following notice of seventy-two (72) hours of consecutive non-movement. Also, establishing an exception for vehicles which move across from their location or around the corner of their location, if less than one hundred (100) feet moved.

BACKGROUND

California Vehicle Code section 22651(k) makes it illegal for a vehicle to be parked in the same spot for more than 72 hours on any public street. After at least 72 hours have lapsed from the time the vehicle was marked and warned by law/parking enforcement, the vehicle may be cited and/or towed if not moved. The intent of this State law is to reduce the number of abandoned vehicles left on the roadway and to give parking enforcement agencies the authority to remove them. Equally important, it is a valuable tool used by parking enforcement agencies to make reasonable efforts to provide equal access to street parking to everyone in the community, particularly in areas in Lomita where parking is already at such a premium.

Generally, the enforcement of the 72-hour law is complaint based. Our parking enforcement officers will be proactive if they see the same vehicle being stored on the public street, collecting dust/debris, and not being moved. Parking enforcement will

respond to the location, place a printed 72-hour warning on the windshield of the vehicle, mark where the vehicle is parked, and file a copy for follow-up.

In most cases, vehicles are moved a “significant distance” at follow-up to be considered in compliance, and no further action is required. Currently the State, County, nor the Lomita Municipal Code define the length a vehicle must move following notice of seventy-two (72) hours of consecutive non-movement. If the vehicle has not moved at all, it is referred to Lomita Sheriff’s Station with documentation to legally tow the vehicle.

There are some instances of vehicles repeatedly moving back and forth at the same location, sometimes a few inches to circumvent the law. This immaterial movement limits the city’s authority to take action and resolve the parking issue. This is particularly true with oversized vehicles.

Research was conducted on how other cities handle their seventy-two (72) hour warning notices and how they define a vehicle as “moved” or “parked”. Redondo Beach considers a vehicle as “parked” unless moved one hundred (100) feet. Similarly, Seal Beach deems a vehicle as stationary unless moved one hundred and fifty (150) feet. The cities of Carson and Long Beach both deem a vehicle as “parked” unless moved one (1) block. There are cities with much further minimum moving distances, Lawndale being one half (1/2) mile and Downey considering a vehicle being “parked” unless driven one (1) mile per the odometer of the vehicle.

Given the size of the City of Lomita, setting a minimum distance of one hundred (100) feet of movement (approximately six car lengths) following a seventy-two (72) hour warning notice is recommended. The only exceptions being vehicles which move across the street from their location or moved around the corner of their location if moved less than one hundred (100) feet. Our goal is not to issue tickets or inconvenience the community but to seek compliance, ensure residents have equal access to street parking, and to mitigate neighbor disputes and traffic hazards, particularly those created by oversized vehicles that block the visibility of motorists and repeat offenders.

FISCAL IMPACT

Since there is no fee attached to seventy-two (72) hour warning notices in Lomita, implementing a minimum distance for vehicles to move would not generate additional revenue for the city. Enforcement of the seventy-two (72) hour law is already part of Lomita Parking Enforcement and the Lomita Sheriff’s Department operations, thus it would not require additional staffing or resources.

OPTIONS

- 1) Approve the first reading of the ordinance.
- 2) Do not approve the first reading of the ordinance.
- 3) Provide staff alternate direction.

ATTACHMENT

- 1) Public Hearing Notice
- 2) Draft Ordinance

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



John Campos
Parking Enforcement Supervisor



Lina Hernandez
Senior Management Analyst



CITY OF LOMITA

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Lomita City Council will hold a public hearing at 6:00 p.m. on Tuesday, December 19, 2023, to consider the following:

AN AMENDMENT TO LOMITA MUNICIPAL CODE TITLE VIII (MOTOR VEHICLES AND TRAFFIC), CHAPTER 1 (TRAFFIC AND PARKING), ARTICLE 1. (IN GENERAL), SECTION 8-1.05(A), TO IMPLEMENT A DEFINED LENGTH OF ONE HUNDRED (100) FEET OF VEHICLE MOVEMENT FOLLOWING NOTICE OF SEVENTY-TWO (72) HOURS OF CONSECUTIVE NON-MOVEMENT.

The public hearing will take place in the Council Chambers at Lomita City Hall, 24300 Narbonne Avenue, Lomita, CA 90717. At the public hearing you may appear and be heard, or you may write to the City Council in support of or in opposition to these matters.

For more information, please contact the Parking Enforcement Division between the hours of 7:30 a.m. and 5:30 p.m., Monday through Thursday and 8:00 a.m. to 5:00 p.m. on alternating Fridays at (310) 325-7110, ext. 217 or via email at j.campos@lomitacity.com.

If you challenge the decision of the City Council in court, you may be limited to raising only those issues that were raised at these public hearings or in written correspondence delivered to the City Council at or before the hearing. In compliance with the Americans with Disabilities Act, 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 72 hours prior to the meeting will enable the City to make reasonable arrangements to allow participation at this meeting.

John Campos, Parking Enforcement Supervisor
Dated: December 7, 2023

ORDINANCE NO. 859

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING AN ORDINANCE AMENDING LOMITA MUNICIPAL CODE TITLE VIII (MOTOR VEHICLES AND TRAFFIC), CHAPTER 1 (TRAFFIC AND PARKING), ARTICLE 1. (IN GENERAL), SECTION 8-1.05(A), TO IMPLEMENT A DEFINED LENGTH OF ONE HUNDRED (100) FEET OF VEHICLE MOVEMENT FOLLOWING NOTICE OF SEVENTY-TWO (72) HOURS OF CONSECUTIVE NON-MOVEMENT

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

Section 1. Recitals.

A. California Vehicle Code section 22651 makes it illegal for a vehicle to be parked in the same spot in the public right of way for more than seventy-two (72) hours on any public street in California.

B. California Vehicle Code section 22651 requires a seventy-two (72) hour notice of consecutive non-movement before a vehicle can be cited or towed. After the owner of the vehicle is provided the notice, he or she has seventy-two (72) hours to move the vehicle before any enforcement action is taken.

C. State law does not define the distance a vehicle owner must move his or her vehicle after receiving the notice of non-movement.

D. On December 19, 2023, City Council considered the proposed text amendment to Title VIII of the Lomita Municipal Code to implement a defined length of one hundred (100) feet of vehicle movement following notice of seventy-two (72) hours of consecutive non-movement.

E. Chapter 1 of Title VIII of Lomita Municipal Code establishes definitions and traffic and parking regulations throughout the city.

Section 2. Action.

NOW, THEREFORE, based on the foregoing, the City Council hereby approves the following amendments to the Lomita Municipal Code:

A. Section 8-1.05(a) of Title VIII of the Lomita Municipal Code is amended to read as follows:

Removal to safe place. The sheriff shall remove to a safe place every vehicle which has been parked or left standing upon a highway for seventy-two (72) or more consecutive hours.

(1) "Safe place" defined. As used in this section the words "safe place" include, but are not confined to, any garage, parking lot or open space owned by, maintained by, or under the jurisdiction of, the County of Los Angeles, and also every privately owned garage the owner or proprietor of which will accept such vehicles.

(2) For the purposes of this section, the vehicle shall be considered to have remained parked/left standing unless, the vehicle has been moved at least one hundred (100) feet from the position previously located. The only exceptions being vehicles which moved across from their location or around the corner of their location, if moved less than 100 feet.

Section 3. Effective Date.

This ordinance shall take effect thirty (30) days after the date of its passage and adoption; and within fifteen (15) days after its passage and adoption, 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.

Bill Uphoff, Mayor

APPROVED AS TO FORM:

ATTEST:

Trevor Rusin, City Attorney

Kathleen Horn Gregory, City Clerk



CITY OF LOMITA CITY COUNCIL REPORT

Item No. PH 9b

TO: City Council

FROM: Ryan Smoot, City Manager

REVIEWED BY: Brianna Rindge, Community and Economic Development Director

PREPARED BY: Laura MacMorran, Associate Planner

MEETING DATE: December 19, 2023

SUBJECT: Discussion and Consideration of a Resolution Approving a One-Year Extension for Vesting Tentative Parcel Map No. 83039

RECOMMENDATION

Adopt Resolution No. 2023-31, approving a one-year extension of VTPM No. 83039 to subdivide a 19,148 square-foot, single-family residential lot into two single-family residential lots and finding the project categorically exempt from the Categorical Environmental Quality Act., subject to the conditions of approval.

BACKGROUND

On December 7, 2021, the City Council approved Resolution No. 2021-42 for VTPM No. 83039 (by a vote of 3-0; Council Members Gazeley and Uphoff recused), subject to conditions.

Pursuant to Planning Commission Resolution No. 2021-17 Condition of Approval No. 2, the Tentative Map expired on December 7, 2023. California Government Code Section 66463.5(c) automatically extends a map for 60 days when an application is filed before the expiration date. This statutory extension shall expire on February 5, 2024. On November 21, 2023, Ryan Baksh filed an extension application on behalf of owner Ajim Baksh, for a one-year extension for Vesting Tentative Parcel Map (VTPM) No. 83039 to subdivide a 19,148 square-foot single-family residential-zoned lot into two 52.82-foot-wide single-family residential lots located at 25307 Oak Street.

ANALYSIS

The applicant is actively pursuing the requirements to receive final map approval and more time is necessary to complete the requirements, which includes demolition of the existing single-family dwelling.

There have been no applicable changes to the General Plan or the Municipal Code, nor have other circumstances changed the impact of the previous approval or requested extension. For these reasons, staff supports the proposed one-year extension. The applicant will be required to comply with all of the applicable conditions of approval as outlined in the previous approval and Lomita Municipal Code Title XI Chapter 2.

Per California Government Code Section 66452.6(e), the City Council may grant an extension for a period or periods not exceeding a total of six years. The applicant has requested a one-year extension.

This action would extend approval of the map through December 7, 2024.

ENVIRONMENTAL DETERMINATION

Previously, City Council determined that VTPM No. 83039 met California Quality Act (CEQA) Section 15315 Minor Land Divisions' criteria for a categorical exemption. The project has not changed and the extension does not change any of the original findings.

This one-year extension of the Map's approval meets CEQA Guidelines' Section 15061(b)(3) Common Sense's criteria. It can be seen with certainty that the activity, a one-year time extension, has no possibility of causing a significant effect on the environment. The Notice of Exemption is attached.

PUBLIC NOTICE

Notices of this hearing, dated December 7, 2023, were mailed to property owners within 300 feet of the subject property. This notice was also posted on the subject site, Lomita City Hall, and Lomita Park.

OPTIONS:

- 1) Extend the map's approval for one year.
- 2) Do not approve the resolution and allow the map to expire.
- 3) Give staff alternative direction.

FISCAL IMPACT

If the extension is approved, the City will receive right-of-way improvements, inclusive of removing and replacing the parkway, curb, and driveway aprons, parkway trees, and repairing damaged segments of the sidewalk. The City will also receive a portion of increased property tax revenue as a single-family dwelling and an accessory dwelling unit will be built on each parcel and reassessed. In anticipation of the final map recording, the park land-in-lieu of fee has been paid.

ATTACHMENTS

- 1) Draft Resolution, One-Year Extension of Vesting Tentative Parcel Map

- Exhibit A City Council Resolution No. 2021-42 (Original Approval)
Exhibit B Planning Commission Resolution No. 2021-17
2) Notice of Exemption

Reviewed by:

Gary Sugano

Gary Sugano
Assistant City Manager

Approved by:

Ryan Smoot

Ryan Smoot
City Manager

Reviewed by:

Brianna Rindge

Brianna Rindge, AICP
Community & Economic Development
Director

Prepared by:

Laura MacMorran

Laura MacMorran
Associate Planner

RESOLUTION NO. 2023-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA APPROVING A ONE-YEAR EXTENSION FOR VESTING TENTATIVE PARCEL MAP NO. 83039, A SUBDIVISION OF ONE 19,148 SQUARE-FOOT SINGLE-FAMILY RESIDENTIAL LOT INTO TWO SINGLE-FAMILY RESIDENTIAL LOTS LOCATED AT 25307 OAK STREET, DESIGNATED LOW DENSITY RESIDENTIAL BY THE GENERAL PLAN AND FINDING THE ACTION TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

Section 1 Recitals.

- A. The City Council of the City of Lomita has considered an application for a one-year extension of time for Vesting Tentative Parcel Map No. 83039 to subdivide a 19,148 square-foot, single-family residential lot into two single-family residential lots. Filed by Ryan Baksh (Applicant), 283 Calle de Madrid, Torrance, CA 90277 on behalf of Ajim Bakash (Owner), in accordance with Article 8, Chapter 2 of Title XI of the Lomita Municipal Code.
- B. On December 19, 2023, the City Council held a duly noticed public hearing and accepted testimony in regard to the proposed project.
- C. The City Council finds that the Applicant and Owner agree with the necessity of and accepts all elements, requirements, and conditions of this resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit, or live in this development in particular.

Section 2. Environmental Review.

Vesting Tentative Parcel Map (VTPM) No. 83039's one-year extension meets the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) (Common Sense) criteria. As the project has not changed and the original approval was found exempt from CEQA Section 15315 (Minor Land Division), it can be seen with certainty that the activity, a one-year time extension, has no possibility of causing a significant effect on the environment.

Section 3. Findings.

- A. On December 7, 2021, City Council approved Vesting Tentative Parcel Map No. 83039 upon the adoption of City Council Resolution No. 2021-42.

- B. Pursuant to Lomita Municipal Code Section 11-2.355 and California Government Code Section 66452.6, an extension may be sought so long as the request is submitted in writing prior to the expiration.
- C. Ryan Baksh filed an extension application on behalf of owner Ajim Baksh on November 21, 2023, before VTPM No. 83039's December 7, 2023 expiration date; thereby allowing the extension to be considered by City Council.
- D. There have been no material changes to the General Plan or the Municipal Code to warrant rejection based on the criteria in Lomita Municipal Code Section 11-2.116, the City's General Plan, or Sections 66473.5, and 66474 – 66474.07 of the Subdivision Map Act, nor have other circumstances changed the impact of the previous approval.
- E. Pursuant to Government Code Section 66452.6(e), the City Council may grant an extension for a period or periods not exceeding a total of six years.

Section 4. Decision.

The City of Lomita City Council hereby approves a one-year extension of Vesting Tentative Parcel Map No. 83039 to subdivide one single-family lot into two single-family lots, subject to the following conditions:

1. This one-year extension of Vesting Tentative Parcel Map No. 83039 shall adhere to the conditions of approval contained within Planning Commission Resolution No. 2021-17 and City Council Resolution No. 2021-42.
2. This one-year extension shall become null and void on December 7, 2024 if the final map has not recorded prior to the expiration date. The applicant must apply in writing to the City of Lomita before the expiration date for an extension of this approval per Lomita Municipal Code Section 11-2.355.

Section 5. Effective Date:

This Resolution will become effective immediately upon adoption.

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

Bill Uphoff
Mayor

APPROVED AS TO FORM:

City Attorney

ATTEST:

Kathleen Horn Gregory, City Clerk

DRAFT

RESOLUTION NO. 2021-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING VESTING TENTATIVE PARCEL MAP NO. 83039 FOR THE SUBDIVISION OF 25307 OAK STREET INTO TWO LOTS IN THE RESIDENTIAL SINGLE-FAMILY (R-1) ZONE FILED BY RYAN BAKSH, 25046 NARBONNE AVENUE, UNIT A, LOMITA, CA 90717

Section 1. Recitals

- A. On December 7, 2021, the City Council of the City of Lomita has considered an application for Vesting Tentative Parcel Map No. 83039 to subdivide an existing 19,148 square-foot single family residential lot into two 9,310 square-foot single family residential lots. Filed by Ryan Baksh, 25048 Narbonne Avenue, Unit A, Lomita, CA 90717 ("Applicant"), in accordance with Articles 3 and 8, Chapter 2 of Title XI of the Lomita Municipal Code.
- B. On December 7, 2021, the City Council held a duly noticed public hearing and accepted testimony in regard to the proposed project.
- C. On October 11, 2021, the Planning Commission of the City of Lomita held a public hearing to consider the Project. The Planning Commission, by Resolution No. 2021-17, recommended the City Council approve Vesting Tentative Parcel Map No. 83039 to subdivide the existing 19,148 square-foot single-family residential lot into two lots at 25307 Oak Street in the Residential Single-Family (R-1) Zone.
- D. Vesting Tentative Map No. 83039 has been reviewed by the City's Public Works Department, the City's consulting engineers, the County of Los Angeles Fire Department and the Los Angeles County Sanitation District with recommendations to proceed to public hearing and for approval, subject to the conditions of approval.
- E. The proposed subdivision, together with the provisions for its design and improvement, is consistent with the City's General Plan and Single-Family Residential (R-1) zoning designation.
- F. The project is categorically exempt pursuant to the California Environmental Quality Act (CEQA), Article 19, Section 15315 – Minor Subdivision of Lands. Specifically, the division of property in urbanized areas zoned for residential use into four or fewer parcels may be considered exempt so long as the proposal is compliant with the General Plan and zoning, all service and access to the parcels is available, the parcel does not have a slope in excess of 20 percent, and the parcel was not involved in a previous division within the past two years. The proposed project will divide one residential parcel into a two single. The shared lot conforms to the General Plan and zoning requirements and does not require any variances. In addition, all services and access to the proposed parcels are available, the parcel was not involved in a division of a larger parcel

within the previous 2 years, and the parcel's average slope is less than 20% percent. This type of project is exactly the type of subdivision project that is intended and expected for this site per the Lomita Municipal Code and General Plan. There are not any unusual aspects that would disqualify it from the categorical exemption.

- G. The City Council finds that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this development in particular.

Section 2. Findings The City Council hereby adopts the above recitals and pursuant to California Government Code Section 66410 et seq., Section 66412.3, (Subdivision Map Act), Section 11-2.116 of the Lomita Municipal Code, and the City's General Plan, based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds as follows:

1. *The proposed subdivision is designed, to the extent feasible, to provide for passive or natural heating or cooling opportunities. (See Gov. Code Section 66473.1.)*

The subdivision's design grants a five-foot wide right-of-way dedication, which will provide additional area to plant trees on public property, and thereby cool surfaces, as well as air temperature. The lots and homes will be orientated east-west and will capture the ocean's westerly breezes. Lastly, the lots' sizes and shapes are conforming, which allows for 20-foot front and rear yard setback areas and presents additional planting opportunities.

2. *The proposed subdivision and the provisions for its design and improvement are consistent with the general plan for the City of Lomita ("General Plan"), (See Gov. Code Section 66474; Lomita Municipal Code Section 2.116.)*

The project site has a General Plan Land Use Designation of Low Density Residential (5.8 to 8.71 units per acre). The two proposed lots have been designed in compliance with lot size requirements and can therefore accommodate future single-family residences as envisioned by the General Plan. Future proposals to construct a single-family residence on each lot or to take advantage of recent state housing laws (i.e. Senate Bill 9 or Accessory Dwelling Units), would achieve the minimum density and not exceed the maximum density allowed and is subject to additional review by staff. In addition, the Circulation Element indicates that a local street's right-of-way standard is 60 feet. The subdivision includes a five-foot dedication, which will extend the distance of the right-of-way's centerline to comply with the Circulation Element's minimum right-of-way width standards.

3. *The Subject Site is physically suitable for the type and density of development proposed in the Tentative Parcel. (See Gov. Code Section 66474; Lomita Municipal Code Section 2.116.)*

The project site is adequate in size, shape, topography, location, utilities, and other factors to accommodate the proposed two single-family lots. The development will have pedestrian and vehicular accessibility via Oak Street. As the lot is relatively flat, the proposed grade will not exceed 10%.

4. *The subdivision design and improvements proposed in the Tentative Parcel Map are not likely to cause substantial environmental damage nor substantially injure fish or wildlife or their habitat. (See Gov. Code Section 66474; Lomita Municipal Code Section 2.116.)*

The subject property is located in a fully developed urbanized area that is not adjacent to any marshes, preserves, rivers, forests, lakes and oceans. The General Plan does not identify the site or its surroundings as being a habitat for any sensitive species. Therefore, the subdivision design and improvements cannot conceivably injure fish or wildlife or their habitat.

5. *The subdivision design and type of improvements proposed in the Tentative Map are not likely to cause serious public health problems because all development and public improvements will be performed per the requirements of all applicable standards and codes, including the zoning and building codes. (See Gov. Code Section 66474; Lomita Municipal Code Section 2.116.)*

The subdivision design, which equally divides the lot into two 9,310-square-foot lots, is not likely to cause serious public health problems. The two new lots adhere to minimum lot size and lot frontage requirements and can be developed for future single-family units, subject to additional and separate review. Any future residential units will be in compliance with applicable standards and codes, including but not limited to building codes, zoning codes, low impact development requirements, Model Water Efficient Landscape requirements, and the City's Public Works and water agency's requirements for utilities and right-of-way improvements.

6. *The subdivision design and type of improvements proposed in the Tentative Map will not conflict with easements acquired by the public at large for access through or use of the Subject Site. (See Gov. Code Section 66474; Lomita Municipal Code Section 2.116.)*

The title report did not contain any access easements held by the public at-large through or use of the property. The map indicates that there is an incidental public utilities easement. The design of the subdivision or the type of improvements will not unreasonably interfere with the free and complete exercise of a public entity and/or public utility rights-of-way.

7. *The discharge of waste into an existing sewer system from development proposed in the Tentative Map will not cause a violation of existing requirements prescribed by the local water quality control board. (See Gov. Code Section 66474.6.)*

The design of the subdivision will discharge waste into an existing community sewer system and will not result in violation of existing requirements prescribed by Los Angeles Regional Water Quality Control Board per Division 7 of the Water Code. Los Angeles County Sanitation Districts has confirmed existing sewer service is available.

8. *The subdivision and improvements proposed in the Vesting Tentative Parcel Map help the City of Lomita meet its regional housing needs. (See Gov. Code Section 66412.3)*

The Housing Element noted that more than 32% of households in 2013 were overpaying for their housing. Even though any future homes would not be subject to an affordable housing deed restriction, increasing the supply of housing units helps reduce the scarcity of housing and by extension the cost burden.

Section 3. The project is categorically exempt pursuant to the California Environmental Quality Act (CEQA), Article 19, Section 15315 – Minor Subdivision of Lands. Specifically, the division of property in urbanized areas zoned for residential use into four or fewer parcels may be considered exempt so long as the proposal is compliant with the General Plan and zoning, all service and access to the parcels is available, the parcel does not have a slope in excess of 20 percent, and the parcel was not involved in a previous division within the past two years. The proposed project will divide a residential parcel into two residential parcels. Both parcels conform to the General Plan and zoning requirements and require no variances. In addition, all services and access to the proposed parcels meet local standards and are available. Finally, the parcel was not involved in a division of a larger parcel within the previous 2 years, and the lot does not have an average slope greater than 20 percent. This type of project is exactly the type of single-family-use project that is intended and expected for this site per the Lomita Municipal Code and General Plan. There are not any unusual aspects that would disqualify it from the categorical exemption.

Section 4. The City Council of the City of Lomita hereby approves Vesting Tentative Parcel Map No. 83039 subject to the following conditions:

GENERAL PROJECT CONDITIONS

1. The property shall be developed substantially as shown on the plans labeled **“Exhibit A: Vesting Tentative Parcel Map No. 83039”**.
2. The applicant shall abide by the conditions of approval within Planning Commission Resolution No. 2021-017.

3. The subdivision shall comply with Title 11 of the Lomita Municipal Code.
4. Removal of existing trees shall be performed outside of the nesting season defined by the California Department of Fish and Wildlife as February 1 through August 15.
5. Applicant agrees, as a condition of adoption of this resolution, at Applicant's own expense, to indemnify, defend and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or any proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process.
6. Approval of Vesting Tentative Map No. 83039 shall expire twenty-four (24) months after the date of approval by the City Council, which is December 7, 2023, unless otherwise extended pursuant to applicable law. Prior to expiration, the developer may request in writing to the Community and Economic Development Department an extension of the expiration date for Vesting Tentative Map No. 83039 subject to the review and approval of the City Council or as otherwise provided for under applicable law. The expiration date may be extended for a period or periods of time totaling no more than four (4) years, except as otherwise may be provided for under applicable law. As a condition of any requested extension, the City Council may impose new conditions or revise existing conditions on the approved Tentative Map in accordance with applicable law, as may be recommended by the Community and Economic Development Department in its report or as it may find necessary.


Section 4. This Resolution will become effective immediately upon adoption.

Section 5. The City Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lomita hereby approves VESTING TENTATIVE PARCEL MAP NO. 83039. The decision of the City Council is final and conclusive as to all things involved.

PASSED, APPROVED AND ADOPTED, this 7th day of December 2021.

[Signatures on Following Page]


Cindy Segawa, Mayor

ATTEST:


Kathleen Horn Gregory, CMC, City Clerk

APPROVED AS TO FORM:


Trevor Rusin, City Attorney




STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.
CITY OF LOMITA)

I, **Kathleen Horn Gregory**, City Clerk of the City of Lomita, California, do hereby certify that the foregoing Resolution No. 2021-42 was duly passed, approved, and adopted by the City Council of the City of Lomita at its regular meeting held on December 7, 2021, by the following vote, to wit:

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Lomita, California this 7th day of December 2021.



**Kathleen Horn Gregory, CMC, City Clerk
City of Lomita, California**

SCALE: 1" = 20'

VESTING TENTATIVE

SHEET 1 OF 1 SHEET

PARCEL MAP NO.83039

IN THE CITY OF LOMITA
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

FOR SUBDIVISION PURPOSES

ENGINEER

DENN ENGINEERS

3914 DEL AMO BLVD., STE. 921
TORRANCE, CA 90503
(310) 542-9433



REV. 9/15/2021

DATE 2/21/2020

Gary J. Roehl
GARY J. ROEHL R.C.E. 30826

LEGEND

	EXISTING BUILDING
	CONCRETE
	BRICK
	WOOD DECK
	EXISTING ELEVATION
	EXISTING CONTOUR
	BLOCK WALL
	EXISTING FENCE
	BEGINNING OF CURB RETURN
	CENTERLINE
	EASTERLY
	FOUND
	FINISH FLOOR
	FIRE HYDRANT
	FLOW LINE
	GARAGE FINISH FLOOR
	GAS METER
	GUY WIRE
	LEAD AND TAG
	MANHOLE
	NORTHERLY
	PROPERTY CORNER
	PROPERTY LINE
	POWER HOLE
	SPIKE AND WASHER
	SOUTHERLY
	SPIKE
	SANITARY SEWER MANHOLE
	STAKE
	STREET LIGHT
	TOP OF CURB
	TOP OF WALL
	TOP OF DRIVEWAY APRON
	WESTERLY
	WATER METER

NOTE: ALL SETBACK DIMENSIONS SHOWN ARE MEASURED TO EXTERIOR SURFACE OF BUILDINGS UNLESS OTHERWISE NOTED.

BOUNDARY MONUMENTS ARE NOT NECESSARILY SET ON PROPERTY CORNERS. PLEASE REFER TO THE NOTATION ON THE PLANS FOR OFFSET DISTANCES. IF THERE ARE ANY QUESTIONS, PLEASE DO NOT HESITATE TO CONTACT DENN ENGINEERS FOR CLARIFICATION AT: (310) 542-9433, M-F 9:00 AM TO 5:00 PM.

SUBDIVIDER/OWNER
BAKSH CONSTRUCTION INC.
RYAN BAKSH
283 CALLE DE MADRID
REDONDO BEACH, CA 90277
PHONE 310-765-0727

LEGAL DESCRIPTION
E'LY 181.25' OF LOT 132
TRACT NO. 480
M.B. 15-5
APN: 7375-005-009

JOB ADDRESS
25307 OAK STREET
LOMITA, CA 91717



250TH STREET

TO FD SPK @ C/L NARBONNE

S 89°59'16"E 824.79'

FD N&T, T/O'S

1161.94'

SET N&T RCE 30826
IN FENCE
2.09' S'LY & 1.24' W'LY
OF PROPERTY CORNER
N&T ELEV = 101.88

W'LY LINE OF E'LY 181.25'
PER DEED 20111487559

SET N&T RCE 30826
ON FENCE
1.17' W'LY & 0.16' S'LY
OF PROPERTY CORNER
L&T ELEV = 103.50

N'LY LINE OF TR NO. 11836
M.B. 216-50.

SET L&T RCE 30826
1.00' E'LY OF CORNER
ON PROPERTY LINE PROD.
L&T ELEV = 95.59

PROPOSED 5' DEDICATION
18" PALM

PROPOSED 5' DEDICATION
CONCRETE

FD 2" I.P. ON CORNER
PER TR NO. 11836
M.B. 216-50.
I.P. ELEV = 97.10

OAK STREET

- NOTES:**
1. THIS IS A 2 LOT SUBDIVISION
 2. ALL EXISTING STRUCTURES ARE TO BE REMOVED
 3. THERE ARE NO OAK TREES ON THIS SITE
 4. ALL UTILITIES & SEWER ARE AVAILABLE IN OAK STREET
 5. THERE IS NO GRADING PROPOSED ON THIS SITE.

- UTILITY NOTES:**
- 6" LAGO WATER 15' E'LY OF W'LY R.O.W.
 - 2" SOCIAL GAS 15.5' W'LY OF E'LY R.O.W.
 - 8" SEWER ON C/L
 - 24" STORM DRAIN 19' E'LY OF W'LY R.O.W.

TITLE NOTE:
A TITLE POLICY HAS BEEN PROVIDED AND REVIEWED BY DENN ENGINEERS AT THE TIME OF THIS SURVEY. ANY READILY AVAILABLE ITEMS AFFECTING THIS PROPERTY HAVE BEEN PLOTTED BASED ON PROVIDED DOCUMENTS.

ITEM #7 - EASEMENT FOR PUBLIC UTILITIES AND RIGHTS INCIDENTAL PURPOSES RECORDED IN BOOK 5592, PAGE 149 OF DEEDS, (BLANKET IN NATURE)

USA NATIONAL TITLE COMPANY
ORDER NO. 072037840-30
DATED MAY 18, 2020

TO FD SPK @ C/L NARBONNE

253RD PLACE

S 89°59'50"E 825.17'

FD NAIL T/O'S

1539.45'

20-045

ATTACHMENT 7

PLANNING COMMISSION
RESOLUTION NO. 2021-17

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LOMITA RECOMMENDING CITY COUNCIL APPROVAL OF VESTING TENTATIVE PARCEL MAP NO. 83039 FOR THE SUBDIVISION OF 25307 OAK STREET INTO TWO LOTS IN THE RESIDENTIAL SINGLE-FAMILY (R-1) ZONE. FILED BY RYAN BAKSH, 25046 NARBONNE AVENUE, UNIT A, LOMITA, CA 90717.

THE PLANNING COMMISSION OF THE CITY OF LOMITA DOES HEREBY FIND, ORDER, AND RESOLVE AS FOLLOWS:

Section 1. Recitals

- A. The City of Lomita has received an application for a Vesting Tentative Parcel Map to subdivide an existing single family residential lot into two single family residential lots. Filed by Ryan Baksh, 25048 Narbonne Avenue, Unit A, Lomita, CA 90717 (“Developer”), in accordance with Articles 3 and 8, Chapter 2 of Title XI of the Lomita Municipal Code.
- B. On October 11, 2021, the Planning Commission held a duly notice public hearing and accepted public testimony.
- C. The subject site is zoned Single Family Residential (R-1) and designated Low-Density Residential by the City’s General Plan.
- D. The proposed Vesting Tentative Parcel Map has been reviewed by the City’s Public Works Department, the City of Lomita’s consulting engineer, Quantum Quality Consulting, the County of Los Angeles Fire Department, and the Los Angeles County Sanitation District with recommended conditions of approval included in this resolution.
- E. In accordance with Section 15315 (Minor Land Divisions) of the CEQA Guidelines, the division of property in urbanized areas zoned for residential use into four or fewer parcels may be considered exempt from CEQA review. The proposed project will divide a residential parcel into two parcels. Both parcels conform to the General Plan and zoning requirements and requires no variances. In addition, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel within the previous 2 years, and the parcel does not have an average slope greater than 20 percent. As there is no substantial evidence that the project may have a significant effect on the environment, Planning Commission recommends compliance with the CEQA exemption.
- F. The Planning Commission finds that the applicant agrees with the necessity of, and accepts all elements, requirements, and conditions of this resolution as being a reasonable manner of preserving protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this development in particular.

Section 2. Pursuant to California Government Code Section 66410 et seq. (Subdivision Map Act), Section 66412.3, Section 11-2.116 of the Lomita Municipal Code, and the City’s General Plan, based on the entire record before the Planning Commission and all written and oral evidence presented to the

Planning Commission, the Planning Commission finds as follows:

1. *The proposed subdivision is designed, to the extent feasible, to provide for passive or natural heating or cooling opportunities. (See Gov. Code Section 66473.1.)*

The subdivision's design grants a five-foot wide right-of-way dedication, which will provide additional area to plant trees on public property, and thereby cool surfaces and air temperature. The lots and homes will be orientated east-west and will capture the ocean's westerly breezes. Lastly, the lots' sizes and shapes are conforming, which allows for 20-foot front and rear yard setback areas and presents additional planting opportunities.

2. *The proposed subdivision and the provisions for its design and improvement are consistent with the general plan for the City of Lomita ("General Plan"). (See Gov. Code Section 66474; Lomita Municipal Code Section 2.116.)*

The project site has a General Plan Land Use Designation of Low Density Residential (5.8 to 8.71 units per acre). The two proposed lots have been designed in compliance with lot size requirements and can therefore accommodate future single-family residences as envisioned by the General Plan. Future proposals to construct a single-family residence on each lot or to take advantage of recent state housing laws (i.e., Senate Bill 9 or Accessory Dwelling Units), would achieve the minimum density and not exceed the maximum density allowed and is subject to additional review by staff. In addition, the Circulation Element indicates that a local street's right-of-way standard is 60 feet. The subdivision includes a five-foot dedication, which will extend the distance of the right-of-way's centerline to comply with the Circulation Element's minimum right-of-way width standards.

3. *The Subject Site is physically suitable for the type and density of development proposed in the Tentative Map. (See Gov. Code Section 66474; Lomita Municipal Code Section 2.116.)*

The project site is adequate in size, shape, topography, location, utilities, and other factors to accommodate the proposed two single-family lots. The development will have pedestrian and vehicular accessibility via Oak Street. As the lot is relatively flat, the proposed grade will not exceed 10%.

4. *The subdivision design and improvements proposed in the Tentative Parcel Map are not likely to cause substantial environmental damage nor substantially injure fish or wildlife or their habitat. (See Gov. Code Section 66474; Lomita Municipal Code Section 2.116.)*

The subject property is located in a fully developed urbanized area that is not adjacent to any marshes, preserves, rivers, forests, lakes and oceans. The General Plan does not identify the site or its surroundings as being a habitat for any sensitive species. Therefore, the subdivision design and improvements cannot conceivably injure fish or wildlife or their habitat.

5. *The subdivision design and type of improvements proposed in the Tentative Parcel Map are not likely to cause serious public health problems because all development and public improvements will be performed per the requirements of all applicable standards and codes, including the zoning and building codes. (See Gov. Code Section 66474; Lomita Municipal Code Section 2.116.)*

The subdivision design, which equally divides the lot into two 9,310-square-foot lots, is not likely to cause serious public health problems. The two new lots adhere to minimum lot size and lot

frontage requirements and can be developed for future single-family units, subject to additional and separate review. Any future residential units will be in compliance with applicable standards and codes, including but not limited to building codes, zoning codes, low impact development requirements, Model Water Efficient Landscape requirements, and the City's Public Works and water agency's requirements for utilities and right-of-way improvements.

6. *The subdivision design and type of improvements proposed in the Tentative Map will not conflict with easements acquired by the public at large for access through or use of the Subject Site. (See Gov. Code Section 66474; Lomita Municipal Code Section 2.116.)*

The title report did not contain any access easements held by the public at-large through or use of the property. The map indicates that there is an incidental public utilities easement.

7. *The discharge of waste into an existing sewer system from development proposed in the Tentative Map will not cause a violation of existing requirements prescribed by the local water quality control board. (See Gov. Code Section 66474.6.)*

The design of the subdivision will discharge waste into an existing community sewer system and will not result in violation of existing requirements prescribed by Los Angeles Regional Water Quality Control Board per Division 7 of the Water Code. Los Angeles County Sanitation Districts has confirmed existing sewer service is available.

8. *The subdivision and improvements proposed in the Vesting Tentative Parcel Map help the City of Lomita meet its regional housing needs. (See Gov. Code Section 66412.3.)*

The Housing Element noted that more than 32% of households in 2013 were overpaying for their housing. Even though any future homes would not be subject to an affordable housing deed restriction, increasing the supply of housing units helps reduce the scarcity of housing and by extension the cost burden.

Section 3. Decision.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Lomita hereby recommends City Council approval of Vesting Tentative Parcel Map No. 83039 subject to the following conditions:

GENERAL PROJECT CONDITIONS

1. This Vesting Tentative Parcel Map is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another.
2. Pursuant to Lomita Municipal Code sections 11-2.357 and 11-2.251, this Vesting Tentative Parcel Map dated September 15, 2021, shall automatically become null and void 24 months from the date of its issuance. If the final map has not been recorded prior to expiration date, the Subdivider may apply for an extension in writing to the City of Lomita Planning Commission, provided that the request is received before expiration of this tentative map.

3. The Developer shall comply with the attached conditions of approval (Attachment 1) developed by City of Lomita Public Works Department, Quantum Quality Consulting and the County of Los Angeles Fire Department and the Los Angeles County Sanitation Districts.
4. Prior to the final map recordation, all existing structures shall be demolished to ensure that there are no improvements straddling the new property line.
5. This subdivision shall comply with Title 11 of the Lomita Municipal Code (Vesting Tentative Map) as determined by the City Engineer.
6. The final map shall not be recorded until there has been compliance with all conditions of approval.
7. The Developer agrees, as a condition of adoption of this resolution, at Developer's own expense, to indemnify, defend and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or any proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process. Developer's commencement of construction or operations pursuant to the resolution shall be deemed to be an acceptance of all conditions thereof.
8. Removal of existing trees shall be performed outside of the nesting season defined by the California Department of Fish and Wildlife as February 1 through August 15.
9. Developer shall pay all in lieu of dedication fees prior to recording the final map.
10. Developer shall satisfy all parkway tree requirements prior to recording the final map.

PUBLIC WORKS CONDITIONS

11. Developer shall pay the applicable Water Facilities fee.
12. All public improvements, including new water service lines, meters, and frontage improvements shall be constructed per the City's Standard Drawings and Standard Specifications. All new and modified utility lines shall be placed underground.
13. As required by the Public Works Department, the developer shall submit calculations, prepared by a licensed civil engineer, determining the size of the water service laterals, water meters and backflow device. A separate fire service line may be required. A separate irrigation meter may be required.
14. As required by the Public Works Department, each lot will require its own water and sewer service and laterals. New service laterals shall be installed per City Standard Drawings. Existing unused water service lateral(s) shall be abandoned. New water service laterals shall not share the same trench as electrical service lines and shall maintain a minimum 2-foot separation.
15. All water meters shall be located outside of the driveway apron. The new location shall be to the satisfaction of the Public Works Director.

16. Remove and replace existing damaged curb, gutter, and sidewalk adjacent to the proposed development. Any modifications to the driveway location shall require curb, gutter and sidewalk modifications to replace the existing driveway.
17. All project driveways, approaches, and adjacent sidewalk area shall be constructed to meet American Disabilities Act requirements.
18. Civil engineering plans shall be submitted for all right-of-way improvement prior to plan submission to the Building and Safety Division.
19. The developer shall obtain an encroachment permit from the City of Lomita, and place bonds as necessary from the City of Lomita for all proposed public improvements, including payment of all plan check and inspection fees.
20. Prior to issuing a grading permit or final map approval the developer shall either construct or post security for all required public improvements.

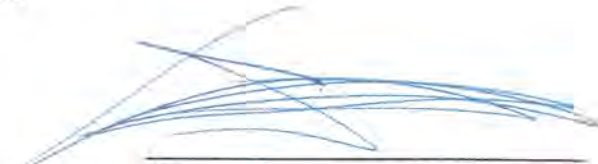
PASSED and ADOPTED by the Planning Commission of the City of Lomita on this 11th day of October 2021 by the following vote:

AYES: Commissioners: Cammarata, Dever, Graf, Santos, and Stephens

NOES: Commissioners: None


ABSENT: Commissioners: Thompson

RECUSE: Commissioners: Steinbach



Steven Cammarata, Chairperson

ATTEST:



Greg Kapovich
Director of Community and Economic Development

Any action to challenge the final decision of the City made as a result of the public hearing on this application must be filed within the time limits set forth in Code of Civil Procedure Section 1094.6.



June 3, 2021

Subject: PARCEL MAP NO. 83039
25307 Oak Street

Laura MacMorran
Assistant Planner
City of Lomita
24300 Narbonne Ave
Lomita, CA 90717

Dear Ms. MacMorran,

Quantum Consulting (QC) has completed the review of the Parcel Map No. 83039 and recommends approval.

If you should have any questions or comments, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'F. Bigdeli', is written over a circular stamp.

Frank Bigdeli, P.E.



August 26, 2021

Ref. DOC 6273379

Ms. Laura MacMorran
Associate Planner
City of Lomita
24300 Narbonne Avenue
Lomita, CA 90717

Dear Ms. MacMorran:

Will Serve Letter for Vesting Tentative Parcel Map No. 83039

The Los Angeles County Sanitation Districts (Districts) received your will serve letter request for the subject project on August 2, 2021. The proposed project is located within the jurisdictional boundary of District No. 5. We offer the following comments regarding sewerage service:

1. The wastewater flow originating from the proposed project will discharge to a local sewer line, which is not maintained by the Districts, for conveyance to the Districts' Narbonne Avenue Connection Trunk Sewer, located in 250th Street at Oak Street. The Districts' 18-inch diameter trunk sewer has a capacity of 2.9 million gallons per day (mgd) and conveyed a peak flow of 1.2 mgd when last measured in 2017.
2. The wastewater generated by the proposed project will be treated at the Joint Water Pollution Control Plant located in the City of Carson, which has a capacity of 400 mgd and currently processes an average flow of 259.1 mgd.
3. The expected increase in average wastewater flow from the project site, described in the application as a 2-lot single-family subdivision, is 260 gallons per day. For a copy of the Districts' average wastewater generation factors, go to www.lacsd.org, under Services, then Wastewater Program and Permits, select Will Serve Program, and scroll down to click on the [Table 1, Loadings for Each Class of Land Use](#) link.
4. The Districts are empowered by the California Health and Safety Code to charge a fee to connect facilities (directly or indirectly) to the Districts' Sewerage System or to increase the strength or quantity of wastewater discharged from connected facilities. This connection fee is a capital facilities fee that is used by the Districts to upgrade or expand the Sewerage System. Payment of a connection fee may be required before this project is permitted to discharge to the Districts' Sewerage System. For more information and a copy of the Connection Fee Information Sheet, go to www.lacsd.org, under Services, then Wastewater (Sewage) and select Rates & Fees. In determining the impact to the Sewerage System and applicable connection fees, the Districts will determine the user category (e.g. Condominium, Single Family home, etc.) that best represents the actual or anticipated use of the parcel(s) or facilities on the parcel(s) in the development. For more specific information regarding the connection fee application procedure and fees, the developer should contact the Districts' Wastewater Fee Public Counter at (562) 908-4288, extension 2727.
5. In order for the Districts to conform to the requirements of the Federal Clean Air Act (CAA), the capacities of the Districts' wastewater treatment facilities are based on the regional growth forecast adopted by the Southern California Association of Governments (SCAG). Specific policies included in the development of

the SCAG regional growth forecast are incorporated into clean air plans, which are prepared by the South Coast and Antelope Valley Air Quality Management Districts in order to improve air quality in the South Coast and Mojave Desert Air Basins as mandated by the CCA. All expansions of Districts' facilities must be sized and service phased in a manner that will be consistent with the SCAG regional growth forecast for the counties of Los Angeles, Orange, San Bernardino, Riverside, Ventura, and Imperial. The available capacity of the Districts' treatment facilities will, therefore, be limited to levels associated with the approved growth identified by SCAG. As such, this letter does not constitute a guarantee of wastewater service, but is to advise the developer that the Districts intend to provide this service up to the levels that are legally permitted and to inform the developer of the currently existing capacity and any proposed expansion of the Districts' facilities.

If you have any questions, please contact the undersigned at (562) 908-4288, extension 2708 or at dcurry@lacsdsd.org.

Very truly yours,



Donna J. Curry
Customer Service Specialist
Facilities Planning Department

DC:dc



**COUNTY OF LOS ANGELES FIRE DEPARTMENT
FIRE PREVENTION DIVISION**

Land Development Unit
5823 Rickenbacker Road
Commerce, CA 90040
Telephone (323) 890-4293, Fax (323) 890-9783

EPIC-LA NUMBER: FLDU2021006465
CITY/COMMUNITY: Lomita
PROJECT ADDRESS: 25307 Oak Street
Lomita, CA 90717

PROJECT NUMBER: PM83039
STATUS: Cleared
DATE: 06/17/2021

CONDITIONS

1. Submit the Final Map to the County of Los Angeles Fire Department Fire Prevention Land Development Unit for review and approval prior to recordation.

For any questions regarding the report, please contact Nancy Rodeheffer at (323) 890-4243 or Nancy.Rodeheffer@fire.lacounty.gov.



Community & Economic Development
Department
Planning Division
24300 Narbonne Avenue
Lomita, CA 90717
310/325-7110
FAX 310/325-4024

NOTICE OF EXEMPTION

Project Title: VESTING TENTATIVE PARCEL MAP NO. 83039 EXTENSION

Project Description:

VESTING TENTATIVE PARCEL MAP NO. 83039 EXTENSION, One-year extension of time for Vesting Tentative Parcel Map No. 83039 to subdivide a 19,148 square-foot, single-family residential lot into two single-family residential lots. Filed by Ryan Baksh (Applicant), 283 Calle de Madrid, Torrance, CA 90277 on behalf of Ajim Bakash (Owner)

Finding:

The City Council of the City of Lomita has reviewed the above proposed project and found it to be exempt from the provisions of the California Environmental Quality Act (CEQA).

- Ministerial Project
- Categorical Exemption
- Statutory Exemption
- Emergency Project
- Quick Disapproval [CEQA Guidelines, Section 15270]
- x No Possibility of Significant Effect [CEQA Guidelines, Section 15061(b)(3)]

Supporting Reasons:

As the project has not changed and the original approval was found exempt from CEQA Section 15315 (Minor Land Division), it can be seen with certainty that the activity, a one-year time extension, has no possibility of causing a significant effect on the environment and meets the common sense criteria.

Therefore, City Council has determined that there is no substantial evidence that the project may have a significant effect on the environment.

(Date)

Laura MacMorran
Associate Planner