

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  
Fax: (310) 325-4024

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Next Resolution No. 2024-04  
Next Ordinance No. 861

**AGENDA  
REGULAR MEETING  
LOMITA CITY COUNCIL  
TUESDAY, APRIL 2, 2024  
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/81778767378>

Telephone Option: (669) 900-6833 Meeting ID: 817 7876 7378

**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 are requested but not required.

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

## **1. OPENING CEREMONIES**

- a. Call Meeting to Order
- b. Flag Salute
- c. Invocation – Council Member Waite
- d. Roll Call

## **2. APPROVAL OF AGENDA**

## **3. PRESENTATIONS**

- **PROCLAMATION RECOGNIZING APRIL AS DONATE LIFE MONTH PRESENTED TO MONA CASTRO**
- **RECOGNITION OF 2024 LOMITA PARK YOUTH SPORTS BASKETBALL CHAMPIONS**

## **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 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-e be approved.

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

**RECOMMENDED ACTION:** Approve motion.

- b. Minutes of the Regular City Council Meeting of March 5, 2024, and the Special City Council Meeting of March 7, 2024

**RECOMMENDED ACTION:** Approve minutes.

- c. Warrants/Payroll Register

**RECOMMENDED ACTION:** Approve and file Warrants/Payroll Register.

- d. Second Reading and Adoption of Ordinance No. 860 Amending Lomita Municipal Code Title XI (Planning and Zoning) to Allow, Through a Conditional Use Permit Approved By Planning Commission, a Two-Story Stacked Accessory Dwelling Units Up to 20 Feet in Height Only Under Limited Conditions

**RECOMMENDED ACTION:** Adopt ordinance.

**ORDINANCE NO. 860 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, AMENDING LOMITA MUNICIPAL CODE TITLE XI (PLANNING AND ZONING), CHAPTER 1 (ZONING), REVISING THE CITY'S REGULATIONS FOR ACCESSORY DWELLING UNIT STANDARDS AND A DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

- e. Reimbursement for California Contract Cities Association Conference Registration Submitted by Council Member Waite

**RECOMMENDED ACTION:** Review and authorize the requested reimbursement of the Conference Registration expense.

## **8. SCHEDULED ITEMS**

- a. **DISCUSSION AND CONSIDERATION OF A CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN THE CITY OF LOMITA AND ANDREW VIALPANDO**

Presented by Joe Hoefgen, Interim City Manager

**RECOMMENDED ACTION:** Approve the City Manager Employment Agreement between the City of Lomita and Andrew Vialpando.

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

Presented by Carla Dillon, P.E., Public Works Director

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

**RESOLUTION NO. 2024-04 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, ORDERING THE PUBLIC WORKS DIRECTOR TO PREPARE AND FILE THE ENGINEER'S REPORT FOR LOMITA LANDSCAPE MAINTENANCE DISTRICT NO. 1, IN ACCORDANCE WITH THE LANDSCAPING AND LIGHTING ACT OF 1972, DIVISION 15, PART 2 OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA, FOR THE FISCAL YEAR COMMENCING JULY 1, 2024, AND ENDING JUNE 30, 2025**

- c. **DISCUSSION AND CONSIDERATION OF SCHEDULING A DATE AND TIME FOR THE FY 2024-2026 BUDGET WORKSHOP AND BUDGET PUBLIC HEARING**

Presented by Susan Kamada, Administrative Services Director

**RECOMMENDED ACTION:** Select one of the below dates for the FY 2024-2026 Budget Workshop and schedule the FY 2024-2026 Budget Public Hearing on Tuesday, June 18, 2024, at 6:00 p.m.

Monday, May 13, 2024, at 4:00 p.m.

Tuesday, May 14, 2024, at 4:00 p.m.

Wednesday, May 15, 2024, at 4:00 p.m.

Thursday, May 16, 2024, at 4:00 p.m.

- d. **DISCUSSION AND CONSIDERATION OF AN AGREEMENT FOR UPDATE AND RESTORATION OF THE PROGRAMMABLE LOGIC CONTROLLER (PLC) AT THE CYPRESS WATER FACILITY**

Presented by Carla Dillon, P.E., Public Works Director

**RECOMMENDED ACTION:** Authorize the City Manager to enter an agreement, in a form approved by the City Attorney, for services to update and restore the Programmable Logic Controller (PLC) at the Cypress Water Facility for an amount not to exceed \$150,000.

e. **DISCUSSION AND CONSIDERATION OF AN AGREEMENT WITH CITY OF LOS ANGELES, WEST BASIN MUNICIPAL WATER DISTRICT, AND METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA**

Presented by Carla Dillon, P.E., Public Works Director

**RECOMMENDED ACTION:** Approve an agreement with the City of Los Angeles, acting by and through its Department of Water and Power, City of Lomita, West Basin Municipal Water District, and The Metropolitan Water District of Southern California; and authorize the Interim City Manager to execute the Agreement.

**9. PUBLIC HEARINGS**

a. **DISCUSSION AND CONSIDERATION OF A RESOLUTION APPROVING VESTING TENTATIVE TRACT MAP NO. 83968 TO SUBDIVIDE A 39,428-SQUARE-FOOT LOT INTO A PLANNED RESIDENTIAL DEVELOPMENT CONTAINING NINE SINGLE-FAMILY RESIDENTIAL LOTS AND ONE COMMON LOT AT 2418 253RD STREET WITHIN THE AGRICULTURAL-NONCOMMERCIAL (A-1) ZONE**

Presented by Laura MacMorran, Associate Planner

**RECOMMENDED ACTION:** Conduct a public hearing and adopt a resolution approving Vesting Tentative Tract Map (VTTM) No. 83968 to allow subdivision of a 39,428 ft<sup>2</sup> lot into a planned residential development containing nine single-family residential lots and one common lot subject to the findings and conditions and recommending exemption finding from the California Environment Quality Act (CEQA), subject to the conditions of approval contained in the attached draft resolution (Attachment 1).

**RESOLUTION NO. 2024-05 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA APPROVING VESTING TENTATIVE TRACT MAP NO. 83968 TO ALLOW A 39,428 FT<sup>2</sup> LOT TO SUBDIVIDE INTO A PLANNED RESIDENTIAL DEVELOPMENT WITH NINE SINGLE-FAMILY RESIDENTIAL LOTS AND ONE COMMON LOT AT 2418 253<sup>rd</sup> STREET (APN: 7373-016-056) WITHIN THE AGRICULTURAL, NONCOMMERCIAL (A-1) ZONE AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA). FILED BY LORENZO SCHIAPPA OF LUIGI SCHIAPPA DEVELOPMENT AT 2040 LOMITA BOULEVARD, SUITE 100, LOMITA CA 90717**

b. **DISCUSSION AND CONSIDERATION OF A RESOLUTION AMENDING VESTING TENTATIVE TRACT MAP NO. 74138 TO AMEND PHASE 2 OF A MIXED-USE PROJECT CONSISTING OF THE DEVELOPMENT OF 16 RESIDENTIAL UNITS WITH A TOTAL OF 39 PARKING SPACES LOCATED AT 24516 NARBONNE AVENUE WITHIN THE D-C (DOWNTOWN COMMERCIAL) ZONE**

Presented by Brianna Rindge, Community & Economic Development Director

**RECOMMENDED ACTION:** Conduct a public hearing and concur with the Planning Commission's recommendation and adopt a resolution to amend Vesting Tentative Tract Map No. 74138 to amend Phase 2 of a mixed-use project consisting of the development of 16 residential units with a total of 39 parking spaces located at 24516 Narbonne Ave and recommending exemption finding from the California Environment Quality Act (CEQA).

**RESOLUTION NO. 2024-06 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING AN AMENDMENT TO VESTING TENTATIVE TRACT MAP NO. 74138 FOR PHASE 2 OF A 2-PHASE MIXED-USE PROJECT CONSISTING OF THE DEVELOPMENT OF 16 NEW RESIDENTIAL UNITS WITH A TOTAL OF 39 PARKING SPACES, LOCATED AT 24516 NARBONNE AVENUE WITHIN THE D-C, DOWNTOWN COMMERCIAL ZONE. PHASE 1 OF THE PROJECT INCLUDED 3,700 SQUARE FEET OF COMMERCIAL SPACE, FIVE RESIDENTIAL UNITS, AND ASSOCIATED PARKING. FILED BY LUIGI SCHIAPPA OF LUIGI SCHIAPPA DEVELOPMENT, 2040 LOMITA BOULEVARD, SUITE 100, LOMITA CA 90717**

- c. **DISCUSSION AND CONSIDERATION OF A RESOLUTION APPROVING FINAL MAP FOR TRACT MAP NO. 74138 FOR PROPERTY LOCATED AT 24516 NARBONNE AVENUE**

Presented by Brianna Rindge, Community & Economic Development Director

**RECOMMENDED ACTION:** Conduct a public hearing and adopt a resolution approving the Final Map for Tract Map No. 74138.

**RESOLUTION NO. 2024-07 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING FINAL TENTATIVE TRACT MAP NO. 74138 FOR PHASE 2 OF A 2-PHASE MIXED-USE PROJECT CONSISTING OF THE DEVELOPMENT OF 16 NEW RESIDENTIAL UNITS WITH A TOTAL OF 39 PARKING SPACES, LOCATED AT 24516 NARBONNE AVENUE WITHIN THE D-C, DOWNTOWN COMMERCIAL ZONE. PHASE 1 OF THE PROJECT INCLUDED 3,700 SQUARE FEET OF COMMERCIAL SPACE, FIVE RESIDENTIAL UNITS, AND ASSOCIATED PARKING. FILED BY LUIGI SCHIAPPA OF LUIGI SCHIAPPA DEVELOPMENT, 2040 LOMITA BOULEVARD, SUITE 100, LOMITA CA 90717**

- d. **DISCUSSION AND CONSIDERATION OF A RESOLUTION CONFIRMING THE COST REPORT FOR DEMOLITION AND SITE CLEAN-UP OF DECLARED NUISANCE PROPERTY 2253-2257 PACIFIC COAST HIGHWAY (APN 7373-008-006)**

Presented by Brianna Rindge, Community & Economic Development Director

**RECOMMENDED ACTION:** Conduct a public hearing, confirm the Cost Abatement report by adopting the resolution, and direct staff to proceed with the process for lien recordation in the amount of \$56,327.33.

**RESOLUTION NO. 2024-08 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, CONFIRMING THE COST REPORT FOR DEMOLITION AND SITE CLEAN-UP OF DECLARED NUISANCE PROPERTY 2253-2257 PACIFIC COAST HIGHWAY (APN 7373-008-006)**

**10. ADJOURNMENT**

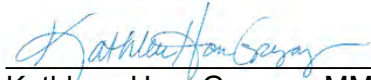
The City Council adjourns this meeting in memory of Cindy Blount, the City's former Parks and Recreation Director.

*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: March 28, 2024



Kathleen Horn Gregory, MMC, City Clerk

**MINUTES OF THE  
LOMITA CITY COUNCIL  
REGULAR MEETING  
TUESDAY, MARCH 5, 2024**

**1. OPENING CEREMONIES**

a. Call Meeting to Order

The regular meeting of the Lomita City Council was called to order by Mayor Uphoff at 6:00 p.m. on Tuesday, March 5, 2024, in the Council Chambers at Lomita City Hall, 24300 Narbonne Avenue, Lomita, California.

b. Flag Salute

Council Member Waite led the flag salute.

c. Invocation

Council Member Segawa gave the invocation.

d. Roll Call

**PRESENT:** Council Members: Gazeley, Segawa, Waite, and Mayor Uphoff

**ABSENT:** Mayor Pro Tem Waronek

**STAFF PRESENT:** Interim City Manager Hoefgen, City Attorney Rusin (arrived at 6:09 p.m.), Assistant City Manager Sugano, Public Works Director Dillon (via Zoom), Administrative Services Director Kamada, Community and Economic Development Director Rindge, Senior Management Analyst Hernandez, Administrative Analyst Ibarra, and City Clerk Gregory

**2. APPROVAL OF AGENDA**

Council Member Segawa made a motion, seconded by Council Member Gazeley to approve the agenda with the modification of hearing item 8d before item 8a.

**MOTION CARRIED** by the following vote:

**AYES:** Council Members: Gazeley, Segawa, Waite, and Mayor Uphoff

**NOES:** None

**ABSENT:** Mayor Pro Tem Waronek

**3. PRESENTATIONS**

Captain James Powers of Lomita Station was presented with a certificate of recognition upon his retirement after 36 years with the L.A. County Sheriff's Department. Captain



Powers thanked his wife and the Lomita Station team for their support, and stated that it had been a pleasure serving the residents of Lomita.

#### **4. ORAL COMMUNICATIONS**

Mayor Uphoff announced the time for oral communications.

Perry Mehr, Lomita resident, expressed dissatisfaction with Athens Services' waste hauling prices.

George Kivett, Lomita resident, stated that a new radar speed sign on Walnut Street has been effective, and he would like to see more such signs in other areas of town.

Christine Beedel, Lomita resident, expressed dissatisfaction with the service and prices of Athens Services.

There being no further requests from the public to speak, Mayor Uphoff closed oral communications.

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

Council Member Gazeley had nothing to report.

Council Member Segawa reported on the following:

- Recent State of the Region Event
- February 29 – Grand Opening of Amma Halal Meat & Grocery Store
- Recent Meet and Greet with Elected Officials
- March 2 – Lomita Little League Opening Day

Council Member Waite reported on the following:

- February 22 – South Bay Cities Council of Governments (SBCCOG) Meeting of Economic Development Officials
- February 22 – SBCCOG Board of Directors Meeting

Mayor Uphoff reported on the following:

- February 21 – L.A. County Sanitation District Meeting

#### **6. CITY MANAGER'S REPORT (information only)**

Interim City Manager Hoefgen announced that Administrative Analyst Ibarra has taken a position with another city, and thanked him for his service.

#### **7. CONSENT AGENDA**

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

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

**MOTION CARRIED** by the following vote:

AYES: Council Members: Gazeley, Segawa, Waite, and Mayor Uphoff

NOES: None

ABSENT: Mayor Pro Tem Waronek

- 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 February 6, 2024, and February 20, 2024

**RECOMMENDED ACTION:** Approve minutes.

- c. Warrants/Payroll Register

**RECOMMENDED ACTION:** Approve and file Warrants/Payroll Register.

- d. Appian Way Pump Station Roof Replacement Project

**RECOMMENDED ACTION:** Authorize staff to release the bid package for the Appian Way Pump Station Roof Replacement Project and find the project categorically exempt from CEQA.

- e. Installation of Speed Limit Signs and Painting of Speed Legends on Lucille Avenue

**RECOMMENDED ACTION:** 1) Install a "SPEED LIMIT 25" sign (R2-1 (25)) on the west side of Lucille Avenue approximately sixty (60) feet south of the south curb line of Pacific Coast Highway; 2) Install a "SPEED LIMIT 25" sign (R2-1 (25)) on the east side of Lucille Avenue approximately fifty (50) feet north from the southern terminus of Lucille Avenue; 3) Paint a "25" Speed Legend on the west side of Lucille Avenue approximately sixty (60) feet south of the south curb line of Pacific Coast Highway; and 4) Paint a "25" Speed Legend on the east side of Lucille Avenue approximately fifty (50) feet north of the southern terminus of Lucille Avenue.

- f. Professional Services Agreement for SCADA Upgrade

**RECOMMENDED ACTION:** Approve a Professional Services Agreement with AES Global, Inc. for the upgrade of the existing Water Division Supervisory Control and Data Acquisition system; and authorize the Interim City Manager to execute the agreement.

- g. Modification of Parking Time Limitation on Narbonne Avenue

**RECOMMENDED ACTION:** To modify the parking time limit from one (1) hour to two (2) hours at 25507 Narbonne Avenue.

## 8. SCHEDULED ITEMS

### a. DISCUSSION AND CONSIDERATION TO ADOPT RESOLUTION NO. 2024-03 AUTHORIZING A FORGIVABLE LOAN IN THE AMOUNT OF \$35,000 THROUGH THE CITY'S JOB CREATION AND BUSINESS INCENTIVE PROGRAM TO THE HIVE VINTAGE COLLECTIVE

**RECOMMENDED ACTION:** Adopt Resolution No. 2024-03 and authorize the Interim City Manager to sign the applicable program agreements on behalf of the City.

Administrative Analyst Ibarra presented the staff report per the agenda material. He outlined the parameters of the program and the intended use of the loan, which is to create one permanent full-time equivalent job for a qualifying low-income individual. The loan review committee recommends approval.

Mayor Uphoff invited public comment.

George Kivett, Lomita resident, spoke in favor of the program and noted the downtown area's recent revival.

As there was no Council discussion, Mayor Uphoff invited a motion.

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

**MOTION CARRIED** by the following vote:

AYES: Council Members: Gazeley, Segawa, Waite, and Mayor Uphoff

NOES: None

ABSENT: Mayor Pro Tem Waronek

**Adopted the following titled resolution:**

**RESOLUTION 2024-03 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING THE JOB CREATION AND BUSINESS INCENTIVE PROGRAM REQUEST FOR CESILIA BRACAMONTES FOR THE BUSINESS THE HIVE VINTAGE COLLECTIVE LOCATED AT 24603 NARBONNE AVENUE, LOMITA, FOR THE AMOUNT OF \$35,000 SUBJECT TO TERMS AND CONDITIONS**

### b. DISCUSSION AND CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH MAN ONE ART AND MURALCOLORS FOR THE CREATION OF A MURAL UPON THE SOFTBALL SHED AT LOMITA PARK

**RECOMMENDED ACTION:** Authorize the Interim City Manager to execute contracts with Man One Art and MuralColors for the creation of a mural upon the softball shed at Lomita Park.

Director Rindge presented the staff report per the agenda material. The Citywide graffiti abatement campaign was the impetus for this project, and the campaign is a three-brush approach:

\*\*"Cover Your Canvas," which includes decreased mural fees

\*\*"Care for Your Canvas," which includes permissive removal

\*\*"Common Canvas," the first of which is the softball shed at Lomita Park, which is often targeted with graffiti. Mural compositions were submitted by 100 local fifth graders, and the artist was selected. The mural will be unveiled during the "Follow Me, I'm Gang & Drug Free" Walk on April 25. Staff is asking to fund both the artist's fee and the installation for a total of \$17450.00.

It was the consensus of the Council to direct staff to bring back an item at a future meeting to discuss and consider the possibility of fining parents whose minor children are convicted of vandalism in Lomita.

Brief Council discussion was held relative to the funding source of this project, and a commercial building in the City that is frequently targeted with graffiti. It was suggested that installation of additional murals could be discussed at the upcoming mid-year budget review.

As there was no further Council discussion, Mayor Uphoff invited a motion.

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

**MOTION CARRIED** by the following vote:

AYES: Council Members: Segawa, Waite, and Mayor Uphoff

NOES: None

ABSENT: Mayor Pro Tem Waronek

ABSTAIN: Gazeley

#### **c. DISCUSSION AND CONSIDERATION OF LEGISLATIVE PROJECT PRIORITIES**

**RECOMMENDED ACTION:** Review projects and provide direction on prioritization.

This item was presented before Item 8b due to technical issues.

Senior Management Analyst Hernandez presented the staff report per the agenda material. As the legislature is prioritizing water and infrastructure projects, staff recommended projects including the Downtown Lomita Multi-Benefit Stormwater Project, various ADA improvements Citywide, and Irene Lewis Park renovations.

Brief Council discussion was held relative to supporting projects that interest the legislature in order to obtain funding.

There was general Council concurrence with the priorities as outlined by staff.

**d. DISCUSSION AND CONSIDERATION OF A LOS ANGELES COUNTY SHERIFF DEPARTMENT (LASD) PROPOSAL FOR 2024 ILLEGAL FIREWORKS SUPPRESSION ENFORCEMENT**

**RECOMMENDED ACTION:** Approve the Los Angeles County Sheriff's Department's (LASD) Proposal for 2024 Fireworks Suppression Enforcement.

This item was presented before Item 8a.

Senior Management Analyst Hernandez presented the staff report per the agenda material. Results from a recent survey indicated that 60% of Lomita residents oppose legalizing fireworks in the City. In 2021 the City Council increased the fine for illegal fireworks to \$1000 per incident. Lomita Sheriff's Station has proposed a three-week enforcement period from June 16 through July 6 using two dedicated deputies on six-hour shifts for an amount not to exceed \$29,322.72. Violations must be witnessed by law enforcement to be enforced, and historically the fines have not offset the City's enforcement costs. Staff recommends a modified enforcement period of June 13-July 7.

Brief Council discussion took place relative to the date range options.

George Kivett, Lomita resident, spoke in favor of the fireworks enforcement, adding that last year was not nearly as bad as in the past in terms of illegal fireworks in the City. He suggested additional enforcement measures around New Years Eve, especially if it takes place on a weekend.

As there was no further Council discussion, Mayor Uphoff invited a motion.

Council Member Gazeley made a motion, seconded by Council Member Segawa to approve the recommended action with the modified dates of enforcement to June 23-July 13, 2024.

**MOTION CARRIED** by the following vote:

AYES: Council Members: Gazeley, Segawa, Waite, and Mayor Uphoff

NOES: None

ABSENT: Mayor Pro Tem Waronek

**9. PUBLIC HEARINGS**

None scheduled.

**10. ADJOURNMENT**

There being no further business to discuss, Mayor Uphoff adjourned the meeting at 6:56 p.m.

Respectfully submitted,

Kathleen Horn Gregory, MMC, City Clerk  
Adopted:

DRAFT

**MINUTES OF THE  
LOMITA CITY COUNCIL  
SPECIAL MEETING  
THURSDAY, MARCH 7, 2024**

**1. OPENING CEREMONIES**

a. Call Meeting to Order

The special meeting of the Lomita City Council was called to order by Mayor Uphoff at 4:00 p.m. on Thursday, March 7, 2024, in the Upstairs Assembly Room at City Hall, 24300 Narbonne Avenue, Lomita, California.

b. Roll Call

**PRESENT:** Council Members: Gazeley (*teleconferenced from 25225 Doria Avenue, Lomita, CA 90717*), Segawa, Waite, Mayor Pro Tem Waronek, and Mayor Uphoff

**ABSENT:** None

**STAFF PRESENT:** Interim City Manager Hoefgen, City Attorney Rusin (arrived at 4:02 p.m.), Administrative Services Director Kamada, Public Works Director Dillon, Community and Economic Development Director Rindge, Senior Management Analyst Hernandez, Recreation Manager Kelley, and City Clerk Gregory (via Zoom)

**2. ORAL COMMUNICATIONS**

There were no requests to speak during oral communications.

**3. SCHEDULED ITEMS**

a. **FISCAL YEAR 2023-2024 MID-YEAR BUDGET REVIEW**

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

Interim City Manager Hoefgen stated that the Council agreed at the February 26, 2024, special meeting to review and update Council goals once the new City Manager is hired.

Director Kamada presented the staff report per the agenda material. She outlined the purpose of the mid-year budget review and then shared budget highlights:

- The adopted (amended) FY 2023-24 (July 1, 2023 – June 30, 2024) general fund budget is \$15,497,435
- All funds total \$39,233,059 and emphasize the Council's priority of public safety while maintaining enhanced service levels
- The unassigned general fund balance as of June 30, 2023, was \$8,054,389

- The prior year's unassigned general fund balance was \$6,074,923, which represents an increase in the general fund balance of \$1,979,466 for FY 2022-23
- The City's only long-term debt for the water system is \$5,416,000 as of June 30, 2023
- The general fund does not have any long-term bond obligations
- General fund revenue for the current fiscal year is expected to decrease by \$383,555
- General fund expenditures for the current fiscal year are expected to decrease by about \$877,000
- \$39,682,683 was the amended, adopted budget amount in June 2023
- The proposed, amended budget is \$34,536,487

Director Kamada shared upcoming budget-related meeting dates, including the public hearing for budget adoption, scheduled for the June 18, 2024, City Council meeting, and responded to Council questions.

Mayor Pro Tem Waronek made a motion, seconded by Council Member Segawa to approve the recommendations contained in Attachment 1 and to direct staff to make necessary expenditure and revenue budget adjustments to implement the recommendations.

**MOTION CARRIED** by the following vote:

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

NOES: None

ABSENT: None

#### 4. ADJOURNMENT

There being no further business to discuss, Mayor Uphoff adjourned the meeting at 4:15 p.m.

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Kathleen Horn Gregory, MMC, City Clerk  
Adopted:



TO: Honorable Mayor and City Council  
FROM: Administrative Services Department  
DATE: April 2, 2024  
SUBJECT: WARRANT REGISTER  
PAYROLL REGISTER


April 2, 2024 TOTAL WARRANTS ISSUED: \$783,771.20

Wires Transfers: 11067-11068, 11070-11074  
Prepay: 532325-532327  
Check Numbers: 532328-532408

Total Pages of Register: 15

March 22, 2024 TOTAL PAYROLL ISSUED: \$137,737.14

I hereby certify that the demands or claims covered by the checks listed on pages 1 to 15 inclusive of the check register are accurate and funds are available for payment thereof:

  
\_\_\_\_\_  
Susan Kamada  
Administrative Services Director



Lomita, CA

# Warrant Register

## By Vendor Name

Payment Dates 3/20/2024 - 4/2/2024

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
<b>Vendor: 12798 - 4LEAF, Inc.</b>					
532328	04/02/2024	4LEAF, Inc.	J4121N	Augmented Code Enforcement..	8,925.00
<b>Vendor 12798 - 4LEAF, Inc. Total:</b>					<b>8,925.00</b>
<b>Vendor: 7353 - ACE Whatever It Takes</b>					
532329	04/02/2024	ACE Whatever It Takes	6269	Spray Paint	44.05
532329	04/02/2024	ACE Whatever It Takes	6269	Ethanol Treatment 10 oz	9.91
532329	04/02/2024	ACE Whatever It Takes	6269	Brass Threaded Hose Adapter	9.91
532329	04/02/2024	ACE Whatever It Takes	6269	Odor Eliminator 8.8 oz	5.06
532329	04/02/2024	ACE Whatever It Takes	6269	Vinyl Hose Washer 10-Pk	4.40
532329	04/02/2024	ACE Whatever It Takes	6269	Motor Oil 5W20	15.41
<b>Vendor 7353 - ACE Whatever It Takes Total:</b>					<b>88.74</b>
<b>Vendor: 6649 - Active Network</b>					
532330	04/02/2024	Active Network	4100179008	Annual Subscription Fee 04/0...	2,780.00
<b>Vendor 6649 - Active Network Total:</b>					<b>2,780.00</b>
<b>Vendor: 0180 - Administrative Services Co-op, Inc.</b>					
532331	04/02/2024	Administrative Services Co-op,...	240209	DAR February 24	9,133.25
<b>Vendor 0180 - Administrative Services Co-op, Inc. Total:</b>					<b>9,133.25</b>
<b>Vendor: 13007 - Ageless Cards, LLC</b>					
532332	04/02/2024	Ageless Cards, LLC	031424	Facade Improvement Grant	14,799.00
<b>Vendor 13007 - Ageless Cards, LLC Total:</b>					<b>14,799.00</b>
<b>Vendor: 12987 - Alejandro Poli, Jr.</b>					
532333	04/02/2024	Alejandro Poli, Jr.	1241	Park Mural Final Payment	7,500.00
<b>Vendor 12987 - Alejandro Poli, Jr. Total:</b>					<b>7,500.00</b>
<b>Vendor: 7445 - All City Management Services, Inc.</b>					
532334	04/02/2024	All City Management Services, ..	91791	Crossing Guard Services	5,107.08
532334	04/02/2024	All City Management Services, ..	92190	Crossing Guard Services	5,171.32
<b>Vendor 7445 - All City Management Services, Inc. Total:</b>					<b>10,278.40</b>
<b>Vendor: 4060 - Allianz Life Insurance Co.</b>					
532335	04/02/2024	Allianz Life Insurance Co.	March 24	Employee Life Insurance Marc...	53.00
<b>Vendor 4060 - Allianz Life Insurance Co. Total:</b>					<b>53.00</b>
<b>Vendor: 0545 - Allied Waste Transfer Services (BFI Falcon TS)</b>					
532336	04/02/2024	Allied Waste Transfer Services ..	4404-000022438	Dump Fee	3,580.52
<b>Vendor 0545 - Allied Waste Transfer Services (BFI Falcon TS) Total:</b>					<b>3,580.52</b>
<b>Vendor: 12155 - Amazon Capital Services</b>					
532337	04/02/2024	Amazon Capital Services	1C3J-RXX6-7KKW	Tabletop Instant Easel	13.26
532337	04/02/2024	Amazon Capital Services	1PV4-7LV6-73VR	Happy Easter Backdrop Spring	15.42
532337	04/02/2024	Amazon Capital Services	1Q49-W4L1-VJ9F	Bottle Filling Station & Cooler	1,432.69
532337	04/02/2024	Amazon Capital Services	1WH4-HLP3-6N96	Logitech Wireless Keyboard &...	61.72
<b>Vendor 12155 - Amazon Capital Services Total:</b>					<b>1,523.09</b>
<b>Vendor: 7408 - American Fidelity</b>					
11067	03/20/2024	American Fidelity	D698756	Employee Life/Accident Insur...	797.12
11067	03/20/2024	American Fidelity	D698756	Employee Life/Accident Insur...	98.46
11067	03/20/2024	American Fidelity	D698756	Employee Life/Accident Insur...	198.88
11067	03/20/2024	American Fidelity	D698756	Employee Life/Accident Insur...	164.10
11067	03/20/2024	American Fidelity	D698756	Employee Life/Accident Insur...	108.00
11067	03/20/2024	American Fidelity	D698756	Employee Life/Accident Insur...	307.72
<b>Vendor 7408 - American Fidelity Total:</b>					<b>1,674.28</b>
<b>Vendor: 12918 - Athens Services</b>					
532338	04/02/2024	Athens Services	16074396	Street Sweeping December 23	10,379.64

**Warrant Register**

**Payment Dates: 3/20/2024 - 4/2/2024**

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
532338	04/02/2024	Athens Services	16074396	Street Sweeping December 23	1,250.00
<b>Vendor 12918 - Athens Services Total:</b>					<b>11,629.64</b>
<b>Vendor: 6705 - Atlas Marketing Products</b>					
532339	04/02/2024	Atlas Marketing Products	4144	Sunglasses-Set-up Charges	27.56
532339	04/02/2024	Atlas Marketing Products	4144	Sunglasses	643.18
532339	04/02/2024	Atlas Marketing Products	4145	Drawstring Backpack	1,169.72
532339	04/02/2024	Atlas Marketing Products	4145	Drawstring Backpack-Set-up C...	55.13
<b>Vendor 6705 - Atlas Marketing Products Total:</b>					<b>1,895.59</b>
<b>Vendor: 3334 - Autozone, Inc.</b>					
532340	04/02/2024	Autozone, Inc.	2859918936	Mechanic Wear Grip Gloves	59.51
<b>Vendor 3334 - Autozone, Inc. Total:</b>					<b>59.51</b>
<b>Vendor: 0415 - B.D. White Top Soil Co.</b>					
532341	04/02/2024	B.D. White Top Soil Co.	90080	Mix Dirt	40.79
<b>Vendor 0415 - B.D. White Top Soil Co. Total:</b>					<b>40.79</b>
<b>Vendor: 12252 - Barry Waite</b>					
532342	04/02/2024	Barry Waite	03132024	Reimbursement for NLC Confe...	1,248.41
532342	04/02/2024	Barry Waite	031424	Reimb. 2023 Annual Municipal..	825.00
<b>Vendor 12252 - Barry Waite Total:</b>					<b>2,073.41</b>
<b>Vendor: 13011 - Belia McConnell</b>					
532343	04/02/2024	Belia McConnell	032624	Dial-A-Ride Refund	92.00
<b>Vendor 13011 - Belia McConnell Total:</b>					<b>92.00</b>
<b>Vendor: 12893 - BOA Architecture</b>					
532344	04/02/2024	BOA Architecture	23-3044-4	Stephenson Center Maintena...	1,740.00
532344	04/02/2024	BOA Architecture	23-3079-1	Tom Rico Center & RR Museu...	17,850.00
<b>Vendor 12893 - BOA Architecture Total:</b>					<b>19,590.00</b>
<b>Vendor: 12762 - Brianna Rindge</b>					
532345	04/02/2024	Brianna Rindge	030724	Wellness Reimbursement	59.90
532345	04/02/2024	Brianna Rindge	03142024	Mileage Reimbursement	52.93
<b>Vendor 12762 - Brianna Rindge Total:</b>					<b>112.83</b>
<b>Vendor: 7319 - California State Disbursement Unit</b>					
532346	04/02/2024	California State Disbursement...	040524-8004	Employee Garnishment-Pay D...	70.61
532347	04/02/2024	California State Disbursement...	040524-1622	Employee Garnishment-Pay D...	230.76
<b>Vendor 7319 - California State Disbursement Unit Total:</b>					<b>301.37</b>
<b>Vendor: 6687 - Canon Financial Services, Inc.</b>					
532348	04/02/2024	Canon Financial Services, Inc.	32248271	Public Works & Recreation Co...	352.49
<b>Vendor 6687 - Canon Financial Services, Inc. Total:</b>					<b>352.49</b>
<b>Vendor: 13010 - Cassandra Harris</b>					
532349	04/02/2024	Cassandra Harris	2004412.001	Refund-Tom Rico Deposit- Res...	200.00
<b>Vendor 13010 - Cassandra Harris Total:</b>					<b>200.00</b>
<b>Vendor: 4653 - Chinh Nguyen</b>					
532350	04/02/2024	Chinh Nguyen	032524	Reimbursement for Backflow ...	1,800.00
<b>Vendor 4653 - Chinh Nguyen Total:</b>					<b>1,800.00</b>
<b>Vendor: 6495 - Cla-Val</b>					
532351	04/02/2024	Cla-Val	889181	CV Speed Control 3/8" Stainle...	1,887.48
532351	04/02/2024	Cla-Val	889181	Tesp	142.88
532351	04/02/2024	Cla-Val	889181	Travel-2 People	256.00
532351	04/02/2024	Cla-Val	889181	3/8" Hytrol 100-01 Stainless S...	3,666.96
532351	04/02/2024	Cla-Val	889181	Gage, LF 0-200 1/4	391.61
532351	04/02/2024	Cla-Val	889181	Stainless steel Tubing & Fittin...	661.50
532351	04/02/2024	Cla-Val	889181	Labor, Prevailing Wage 2 Peop...	910.00
532351	04/02/2024	Cla-Val	889181	3/8 C 3/8 Restriction Fittings	1,539.09
532351	04/02/2024	Cla-Val	889181	CRD Pilot, Stainless Steel	1,674.70
532351	04/02/2024	Cla-Val	889181	3/8" Ball Valve Stainless Steel	330.75
<b>Vendor 6495 - Cla-Val Total:</b>					<b>11,460.97</b>
<b>Vendor: 4040 - Colonial Insurance Co.</b>					
11068	03/20/2024	Colonial Insurance Co.	0320638	Employee Life/Accident Insur...	474.33

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**Payment Dates: 3/20/2024 - 4/2/2024**

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
11068	03/20/2024	Colonial Insurance Co.	0320638	Employee Life/Accident Insur...	453.82
11068	03/20/2024	Colonial Insurance Co.	0320638	Employee Life/Accident Insur...	220.87
11068	03/20/2024	Colonial Insurance Co.	0320638	Employee Life/Accident Insur...	80.09
11068	03/20/2024	Colonial Insurance Co.	0320638	Employee Life/Accident Insur...	73.62
11068	03/20/2024	Colonial Insurance Co.	0320638	Employee Life/Accident Insur...	97.04
				<b>Vendor 4040 - Colonial Insurance Co.</b>	<b>Total: 1,399.77</b>

**Vendor: 0915 - Copy Rite Printing**

532352	04/02/2024	Copy Rite Printing	39747	Business Cards-W. Lawson	49.22
				<b>Vendor 0915 - Copy Rite Printing</b>	<b>Total: 49.22</b>

**Vendor: 7371 - Corporate Payment Systems**

532353	04/02/2024	Corporate Payment Systems	Lomita Park 022624	Canva Subscription	12.99
532353	04/02/2024	Corporate Payment Systems	Lomita Park 022624	Wall-Mounted Chair Racks & ...	1,134.44
532353	04/02/2024	Corporate Payment Systems	Lomita Park 022624	Chair Carts	437.30
532353	04/02/2024	Corporate Payment Systems	Lomita Park 022624	Poster	9.95
532353	04/02/2024	Corporate Payment Systems	Lomita Park 022624	Golf Tournament	1,000.00
532353	04/02/2024	Corporate Payment Systems	Lomita Park 022624	Golf Tournament Banquet De...	1,000.00
532353	04/02/2024	Corporate Payment Systems	Lomita Park 022624	Museum Supplies	67.97
				<b>Vendor 7371 - Corporate Payment Systems</b>	<b>Total: 3,662.65</b>

**Vendor: 6757 - Dataprose, Inc.**

532354	04/02/2024	Dataprose, Inc.	3P82191	Water Tour Inserts	317.20
532354	04/02/2024	Dataprose, Inc.	3P86450	Lomita 60th Anniversary Inser...	317.20
				<b>Vendor 6757 - Dataprose, Inc.</b>	<b>Total: 634.40</b>

**Vendor: 12704 - David Evans & Associates, Inc.**

532355	04/02/2024	David Evans & Associates, Inc.	556759	Engineering Design Services-N...	1,360.20
532355	04/02/2024	David Evans & Associates, Inc.	556759	Engineering Design Services-N...	1,360.20
532355	04/02/2024	David Evans & Associates, Inc.	556759	Engineering Design Services-N...	6,551.60
532355	04/02/2024	David Evans & Associates, Inc.	557410	Engineering Design-Street Rec...	1,733.24
532355	04/02/2024	David Evans & Associates, Inc.	557411	Engineering Design Services-N...	1,084.00
532355	04/02/2024	David Evans & Associates, Inc.	557411	Engineering Design Services-N...	1,084.00
532355	04/02/2024	David Evans & Associates, Inc.	557411	Engineering Design Services-N...	5,221.20
				<b>Vendor 12704 - David Evans &amp; Associates, Inc. Total:</b>	<b>18,394.44</b>

**Vendor: 12883 - De Novo Planning Group**

532356	04/02/2024	De Novo Planning Group	4075	Lomita General Plan Update	36,247.31
				<b>Vendor 12883 - De Novo Planning Group Total:</b>	<b>36,247.31</b>

**Vendor: 4694 - Deborah Dixon**

532357	04/02/2024	Deborah Dixon	031324	Mileage Reimbursement	46.90
				<b>Vendor 4694 - Deborah Dixon</b>	<b>Total: 46.90</b>

**Vendor: 1075 - Department of Justice**

532358	04/02/2024	Department of Justice	720020	Live Scan February 24	96.00
				<b>Vendor 1075 - Department of Justice</b>	<b>Total: 96.00</b>

**Vendor: 13009 - Eddie Martin**

532359	04/02/2024	Eddie Martin	2004410.001	Refund-Picnic Shelter Deposit-...	200.00
				<b>Vendor 13009 - Eddie Martin Total:</b>	<b>200.00</b>

**Vendor: 7290 - Eden Serina**

532360	04/02/2024	Eden Serina	031224	Yoga Class Instructor	2,472.40
				<b>Vendor 7290 - Eden Serina</b>	<b>Total: 2,472.40</b>

**Vendor: 12811 - Environmental Systems Research Institute, Inc.**

532325	03/20/2024	Environmental Systems Resea...	Q26187845	GIS Software Renewal Cost	5,837.99
				<b>Vendor 12811 - Environmental Systems Research Institute, Inc. Total:</b>	<b>5,837.99</b>

**Vendor: 13001 - Frederic Aboujaoude**

532361	04/02/2024	Frederic Aboujaoude	032224	Mileage Reimbursement	44.22
				<b>Vendor 13001 - Frederic Aboujaoude Total:</b>	<b>44.22</b>

**Vendor: 12737 - Guma Masuda**

532362	04/02/2024	Guma Masuda	2004409.001	Refund-Picnic Shelter Deposit-...	40.00
				<b>Vendor 12737 - Guma Masuda Total:</b>	<b>40.00</b>

**Warrant Register**

**Payment Dates: 3/20/2024 - 4/2/2024**

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount	
<b>Vendor: 3052 - Home Depot Credit Services</b>						
532363	04/02/2024	Home Depot Credit Services	2013731	Gripper Knit Glove	16.03	
532363	04/02/2024	Home Depot Credit Services	2013731	Wood Yard Stick	3.26	
532363	04/02/2024	Home Depot Credit Services	2013731	Paint Roller Cover Applicator 3..	23.11	
532363	04/02/2024	Home Depot Credit Services	2013731	General Purpose Paint Brush	15.03	
532363	04/02/2024	Home Depot Credit Services	2013731	Glass and Tile Scraper Combo ...	11.00	
532363	04/02/2024	Home Depot Credit Services	3100624	Toilet Brush	6.55	
532363	04/02/2024	Home Depot Credit Services	3100624	Clorale Bleach Concentrated 1...	21.18	
532363	04/02/2024	Home Depot Credit Services	3100624	20" Gong Scrub Brush	8.79	
532363	04/02/2024	Home Depot Credit Services	3100624	Extendable Handle Dusting Kit	14.30	
532363	04/02/2024	Home Depot Credit Services	3100624	Blend Mop Head Refill 2-Pk	38.52	
532363	04/02/2024	Home Depot Credit Services	3100624	Multi-Surface Microfiber Dust...	17.61	
532363	04/02/2024	Home Depot Credit Services	5032481	Respirator 1-PK	41.87	
532363	04/02/2024	Home Depot Credit Services	5032481	4-1/2" Turbo Diamond Blade	13.20	
532363	04/02/2024	Home Depot Credit Services	5032481	Stiff Scraper 3"	24.21	
532363	04/02/2024	Home Depot Credit Services	5032481	Bluetooth Ear Muff	37.24	
532363	04/02/2024	Home Depot Credit Services	5032481	Cutoff Disc 15-PK	37.78	
532363	04/02/2024	Home Depot Credit Services	5032481	Respirator	42.96	
532363	04/02/2024	Home Depot Credit Services	5032481	Respirator Cartridge 1-PK	47.36	
532363	04/02/2024	Home Depot Credit Services	5032481	Pro-Protect	86.62	
532363	04/02/2024	Home Depot Credit Services	5032481	3/8" X 6" Drill Bit	12.65	
532363	04/02/2024	Home Depot Credit Services	6520616	Long Cuff Reusable PVC Coate...	9.90	
532363	04/02/2024	Home Depot Credit Services	6520616	Mini Plunger	8.25	
532363	04/02/2024	Home Depot Credit Services	6520616	Good Grips Silicone Sink Strai...	11.55	
532363	04/02/2024	Home Depot Credit Services	6520616	1 qt. Liquid TSP Substitute Cle...	7.52	
532363	04/02/2024	Home Depot Credit Services	6520616	Medium Drain Bladder	14.31	
532363	04/02/2024	Home Depot Credit Services	6520616	Cleaning Vinegar 64 oz	6.35	
532363	04/02/2024	Home Depot Credit Services	6520616	All Purpose Sponge 6-PK	12.11	
532363	04/02/2024	Home Depot Credit Services	7101358	Rubber Door Stop 2-Pk	6.86	
532363	04/02/2024	Home Depot Credit Services	7101358	LED Tube Light Bulb Selectable..	197.79	
532363	04/02/2024	Home Depot Credit Services	7101358	15 Amp Tamper-Resistant Dup..	26.17	
532363	04/02/2024	Home Depot Credit Services	7101358	Gang Midway Nylon Wall Plate	6.48	
532363	04/02/2024	Home Depot Credit Services	7101358	15 Amp 125-Volt Duplex Smart..	23.59	
532363	04/02/2024	Home Depot Credit Services	7101358	1 Gal. 3-in-1 Carpet Cleaner	12.11	
532363	04/02/2024	Home Depot Credit Services	7101358	Adaptor Cord with Multiple O...	11.00	
532363	04/02/2024	Home Depot Credit Services	7101358	30 oz. Carpet Odor Eliminator	4.93	
532363	04/02/2024	Home Depot Credit Services	7101358	Gang Midway Blank Nylon Wal..	7.14	
532363	04/02/2024	Home Depot Credit Services	9633273	Water Bottle Deposit	7.20	
532363	04/02/2024	Home Depot Credit Services	9633273	Bottle Water	29.88	
<b>Vendor 3052 - Home Depot Credit Services</b>					<b>Total:</b>	<b>922.41</b>
<b>Vendor: 12069 - Joe A. Gonsalves &amp; Son</b>						
532364	04/02/2024	Joe A. Gonsalves & Son	161487	Consulting Services March 24	3,000.00	
<b>Vendor 12069 - Joe A. Gonsalves &amp; Son Total:</b>					<b>3,000.00</b>	
<b>Vendor: 3887 - John L. Hunter &amp; Associates</b>						
532365	04/02/2024	John L. Hunter & Associates	LOM1MS412311	Consulting Services November...	1,573.75	
532365	04/02/2024	John L. Hunter & Associates	LOM1MS412311	Consulting Services November...	742.50	
532365	04/02/2024	John L. Hunter & Associates	LOM1MS412312	Consulting Services December...	714.75	
532365	04/02/2024	John L. Hunter & Associates	LOM1MS412312	Consulting Services December...	472.50	
532365	04/02/2024	John L. Hunter & Associates	LOM1MS412312	Consulting Services December...	270.00	
<b>Vendor 3887 - John L. Hunter &amp; Associates</b>					<b>Total:</b>	<b>3,773.50</b>
<b>Vendor: 12768 - John Williams</b>						
532366	04/02/2024	John Williams	031924	Reimbursement for Dinner for...	20.02	
<b>Vendor 12768 - John Williams Total:</b>					<b>20.02</b>	
<b>Vendor: 3130 - L.A. County Department of Animal Care &amp; Control</b>						
532367	04/02/2024	L.A. County Department of An...	February 24	Animal Housing February 24	-757.50	
532367	04/02/2024	L.A. County Department of An...	February 24	Animal Housing February 24	6,119.38	
<b>Vendor 3130 - L.A. County Department of Animal Care &amp; Control</b>					<b>Total:</b>	<b>5,361.88</b>
<b>Vendor: 3187 - L.A. County Department of Public Works</b>						
532368	04/02/2024	L.A. County Department of Pu...	RE-PW-24031105235	Industrial Waste February 24	1,205.57	

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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
532368	04/02/2024	L.A. County Department of Pu...	RE-PW-24031105311	Traffic Engineering Advisory F...	290.18
<b>Vendor 3187 - L.A. County Department of Public Works Total:</b>					<b>1,495.75</b>

**Vendor: 3048 - L.A. County Sheriff's Department**

532369	04/02/2024	L.A. County Sheriff's Departm...	242314EC	Traffic Enforcement February ...	3,206.11
532369	04/02/2024	L.A. County Sheriff's Departm...	242348EC	February 24	312,762.20
532369	04/02/2024	L.A. County Sheriff's Departm...	242348EC	February 24	18,883.78
532369	04/02/2024	L.A. County Sheriff's Departm...	242348EC	February 24	39,697.52
<b>Vendor 3048 - L.A. County Sheriff's Department Total:</b>					<b>374,549.61</b>

**Vendor: 3331 - Lee's Tires**

532370	04/02/2024	Lee's Tires	84826	Backhoe Tire Replacements	461.47
532370	04/02/2024	Lee's Tires	84826	Backhoe Tire Replacements-L...	54.03
532370	04/02/2024	Lee's Tires	84826	Tire Replacements-Environme...	13.50
532370	04/02/2024	Lee's Tires	84826	Backhoe Tire Replacements-Va...	5.90
532370	04/02/2024	Lee's Tires	86106	Credit Invoice #85662	-9.24
532370	04/02/2024	Lee's Tires	86106	2019 Ford F150 Oil Change-La...	25.00
532370	04/02/2024	Lee's Tires	86106	Oil Filter	8.67
532370	04/02/2024	Lee's Tires	86106	5W20 Synthetic Motor Oil	84.20
<b>Vendor 3331 - Lee's Tires Total:</b>					<b>643.53</b>

**Vendor: 3054 - Linde Gas & Equipment Inc.**

532371	04/02/2024	Linde Gas & Equipment Inc.	41258067	Acetylene Torch Rental	66.64
<b>Vendor 3054 - Linde Gas &amp; Equipment Inc. Total:</b>					<b>66.64</b>

**Vendor: 13005 - Lomita Mower & Saw Shop**

532372	04/02/2024	Lomita Mower & Saw Shop	11800	Powered Chainsaw Telescopin...	101.39
532372	04/02/2024	Lomita Mower & Saw Shop	11800	Powered Chainsaw Telescopin...	764.02
532372	04/02/2024	Lomita Mower & Saw Shop	12202	Forestry Helmet	102.52
532372	04/02/2024	Lomita Mower & Saw Shop	12202	Chaps-9 Ply 40"	167.57
<b>Vendor 13005 - Lomita Mower &amp; Saw Shop Total:</b>					<b>1,135.50</b>

**Vendor: 3069 - M & N Trophies**

532373	04/02/2024	M & N Trophies	5494	Commissioner Name Plate	30.75
<b>Vendor 3069 - M &amp; N Trophies Total:</b>					<b>30.75</b>

**Vendor: 6020 - Mark Waronek**

532374	04/02/2024	Mark Waronek	030624	Mileage Reimbursement	160.13
532374	04/02/2024	Mark Waronek	031624	Reimbursement for Mileage &...	4,097.29
<b>Vendor 6020 - Mark Waronek Total:</b>					<b>4,257.42</b>

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

532375	04/02/2024	Mark's Lock & Safe, Inc.	0000036996	Troubleshoot Backboard Lift Ga...	131.25
<b>Vendor 3085 - Mark's Lock &amp; Safe, Inc. Total:</b>					<b>131.25</b>

**Vendor: 13006 - Mercury Events LLC**

532376	04/02/2024	Mercury Events LLC	102624	Lomita Run Deposit October 2...	12,000.00
<b>Vendor 13006 - Mercury Events LLC Total:</b>					<b>12,000.00</b>

**Vendor: 7247 - Michael Baker International, Inc.**

532377	04/02/2024	Michael Baker International, I...	1206895	RAD Repositioning Consulting ...	225.00
532377	04/02/2024	Michael Baker International, I...	1207088	Consulting Services-CDBG Lifel...	310.00
532377	04/02/2024	Michael Baker International, I...	1207088	Consulting Services-CDBG JCBI...	8,641.25
<b>Vendor 7247 - Michael Baker International, Inc. Total:</b>					<b>9,176.25</b>

**Vendor: 3217 - MissionSquare Retirement**

11072	03/21/2024	MissionSquare Retirement	PE031524	Deferred Compensation Pay D...	16,550.31
11072	03/21/2024	MissionSquare Retirement	PE031524	Deferred Compensation Pay D...	515.72
11072	03/21/2024	MissionSquare Retirement	PE031524	Deferred Compensation Pay D...	336.56
11072	03/21/2024	MissionSquare Retirement	PE031524	Deferred Compensation Pay D...	13.48
11072	03/21/2024	MissionSquare Retirement	PE031524	Deferred Compensation Pay D...	156.39
11072	03/21/2024	MissionSquare Retirement	PE031524	Deferred Compensation Pay D...	106.11
11072	03/21/2024	MissionSquare Retirement	PE031524	Deferred Compensation Pay D...	345.10
11072	03/21/2024	MissionSquare Retirement	PE031524	Deferred Compensation Pay D...	316.76
11072	03/21/2024	MissionSquare Retirement	PE031524	Deferred Compensation Pay D...	213.12
11072	03/21/2024	MissionSquare Retirement	PE031524	Deferred Compensation Pay D...	163.26
11072	03/21/2024	MissionSquare Retirement	PE031524	Deferred Compensation Pay D...	183.10

**Warrant Register**

**Payment Dates: 3/20/2024 - 4/2/2024**

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
11072	03/21/2024	MissionSquare Retirement	PE031524	Deferred Compensation Pay D...	239.11
11072	03/21/2024	MissionSquare Retirement	PE031524	Deferred Compensation Pay D...	188.47
11072	03/21/2024	MissionSquare Retirement	PE031524	Deferred Compensation Pay D...	29.22
11072	03/21/2024	MissionSquare Retirement	PE031524	Deferred Compensation Pay D...	20.34
11072	03/21/2024	MissionSquare Retirement	PE031524	Deferred Compensation Pay D...	12.57
11072	03/21/2024	MissionSquare Retirement	PE031524	Deferred Compensation Pay D...	91.45
11072	03/21/2024	MissionSquare Retirement	PE031524	Deferred Compensation Pay D...	77.54
11072	03/21/2024	MissionSquare Retirement	PE031524	Deferred Compensation Pay D...	156.36
11072	03/21/2024	MissionSquare Retirement	PE031524	Deferred Compensation Pay D...	1,110.22

**Vendor 3217 - MissionSquare Retirement Total: 20,825.19**

**Vendor: 13002 - MuralColors Inc**

532326	03/20/2024	MuralColors Inc	240029	Cut to Size & Countersink-Fabr..	328.00
532326	03/20/2024	MuralColors Inc	240029	Protect Anti Graffiti Coatings	381.50
532326	03/20/2024	MuralColors Inc	240029	Installation Services	952.50
532326	03/20/2024	MuralColors Inc	240029	Mural Panels-Max Metal Only...	1,488.00

**Vendor 13002 - MuralColors Inc Total: 3,150.00**

**Vendor: 7496 - Numa Networks**

532378	04/02/2024	Numa Networks	36030	Aruba Central Foundation-Sub...	2,202.31
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**Vendor 7496 - Numa Networks Total: 2,202.31**

**Vendor: 6594 - Office Depot Business Solutions, LLC**

532379	04/02/2024	Office Depot Business Solutio...	356509749001	Toner, Brother	91.61
532379	04/02/2024	Office Depot Business Solutio...	357747250001	Copy Paper	104.31
532379	04/02/2024	Office Depot Business Solutio...	357747250001	Label Address 3000 Ct	39.95
532379	04/02/2024	Office Depot Business Solutio...	357747250001	Correction Tape	5.06

**Vendor 6594 - Office Depot Business Solutions, LLC Total: 240.93**

**Vendor: 7143 - Onward Engineering**

532380	04/02/2024	Onward Engineering	7388	Engineering Design-247th Str...	1,350.00
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**Vendor 7143 - Onward Engineering Total: 1,350.00**

**Vendor: 4105 - Pacific Western Bank**

11070	03/21/2024	Pacific Western Bank	PE031524	Federal & Medicare Taxes-Pay...	19,347.61
11070	03/21/2024	Pacific Western Bank	PE031524	Federal & Medicare Taxes-Pay...	2,695.57
11070	03/21/2024	Pacific Western Bank	PE031524	Federal & Medicare Taxes-Pay...	9.42
11070	03/21/2024	Pacific Western Bank	PE031524	Federal & Medicare Taxes-Pay...	332.04
11070	03/21/2024	Pacific Western Bank	PE031524	Federal & Medicare Taxes-Pay...	100.50
11070	03/21/2024	Pacific Western Bank	PE031524	Federal & Medicare Taxes-Pay...	148.48
11070	03/21/2024	Pacific Western Bank	PE031524	Federal & Medicare Taxes-Pay...	31.75
11070	03/21/2024	Pacific Western Bank	PE031524	Federal & Medicare Taxes-Pay...	48.96
11070	03/21/2024	Pacific Western Bank	PE031524	Federal & Medicare Taxes-Pay...	41.31
11070	03/21/2024	Pacific Western Bank	PE031524	Federal & Medicare Taxes-Pay...	249.37
11070	03/21/2024	Pacific Western Bank	PE031524	Federal & Medicare Taxes-Pay...	4.38
11070	03/21/2024	Pacific Western Bank	PE031524	Federal & Medicare Taxes-Pay...	35.37
11070	03/21/2024	Pacific Western Bank	PE031524	Federal & Medicare Taxes-Pay...	8.47
11070	03/21/2024	Pacific Western Bank	PE031524	Federal & Medicare Taxes-Pay...	147.16
11070	03/21/2024	Pacific Western Bank	PE031524	Federal & Medicare Taxes-Pay...	111.49
11070	03/21/2024	Pacific Western Bank	PE031524	Federal & Medicare Taxes-Pay...	96.43
11070	03/21/2024	Pacific Western Bank	PE031524	Federal & Medicare Taxes-Pay...	8.75
11070	03/21/2024	Pacific Western Bank	PE031524	Federal & Medicare Taxes-Pay...	113.86
11070	03/21/2024	Pacific Western Bank	PE031524	Federal & Medicare Taxes-Pay...	137.04
11070	03/21/2024	Pacific Western Bank	PE031524	Federal & Medicare Taxes-Pay...	137.72
11070	03/21/2024	Pacific Western Bank	PE031524	Federal & Medicare Taxes-Pay...	7.06
11070	03/21/2024	Pacific Western Bank	PE031524	Federal & Medicare Taxes-Pay...	34.11
11070	03/21/2024	Pacific Western Bank	PE031524	Federal & Medicare Taxes-Pay...	71.88
11070	03/21/2024	Pacific Western Bank	PE031524	Federal & Medicare Taxes-Pay...	10.60
11070	03/21/2024	Pacific Western Bank	PE031524	Federal & Medicare Taxes-Pay...	12.85
11070	03/21/2024	Pacific Western Bank	PE031524	Federal & Medicare Taxes-Pay...	7.38
11070	03/21/2024	Pacific Western Bank	PE031524	Federal & Medicare Taxes-Pay...	1.06
11070	03/21/2024	Pacific Western Bank	PE031524	Federal & Medicare Taxes-Pay...	29.18
11070	03/21/2024	Pacific Western Bank	PE031524	Federal & Medicare Taxes-Pay...	29.42
11070	03/21/2024	Pacific Western Bank	PE031524	Federal & Medicare Taxes-Pay...	133.82

**Warrant Register**

**Payment Dates: 3/20/2024 - 4/2/2024**

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
11070	03/21/2024	Pacific Western Bank	PE031524	Federal & Medicare Taxes-Pay...	32.12
11070	03/21/2024	Pacific Western Bank	PE031524	Federal & Medicare Taxes-Pay...	563.60
11071	03/21/2024	Pacific Western Bank	PE031524A	State Tax Withholdings-Pay E...	7,340.16
				<b>Vendor 4105 - Pacific Western Bank</b>	<b>Total: 32,078.92</b>
<b>Vendor: 4080 - PERS Long-Term Care Program</b>					
532381	04/02/2024	PERS Long-Term Care Program	15271966	Employee Long Term Care Ins...	336.88
532381	04/02/2024	PERS Long-Term Care Program	15271966	Employee Long Term Care Ins...	59.45
				<b>Vendor 4080 - PERS Long-Term Care Program Total:</b>	<b>396.33</b>
<b>Vendor: 3125 - Postmaster</b>					
532382	04/02/2024	Postmaster	032024	Recreation-USPS Marketing M...	320.00
				<b>Vendor 3125 - Postmaster</b>	<b>Total: 320.00</b>
<b>Vendor: 12907 - Psomas</b>					
532383	04/02/2024	Psomas	206280	Engineering Services-Sewer M...	15,752.50
				<b>Vendor 12907 - Psomas Total:</b>	<b>15,752.50</b>
<b>Vendor: 4090 - Public Employee Retirement System</b>					
11073	03/25/2024	Public Employee Retirement S...	PE030124	Retirement Contributions-Pay...	13,193.35
11073	03/25/2024	Public Employee Retirement S...	PE030124	Retirement Contributions-Pay...	26.56
11073	03/25/2024	Public Employee Retirement S...	PE030124	Retirement Contributions-Pay...	831.93
11073	03/25/2024	Public Employee Retirement S...	PE030124	Retirement Contributions-Pay...	306.26
11073	03/25/2024	Public Employee Retirement S...	PE030124	Retirement Contributions-Pay...	416.90
11073	03/25/2024	Public Employee Retirement S...	PE030124	Retirement Contributions-Pay...	204.50
11073	03/25/2024	Public Employee Retirement S...	PE030124	Retirement Contributions-Pay...	234.71
11073	03/25/2024	Public Employee Retirement S...	PE030124	Retirement Contributions-Pay...	276.88
11073	03/25/2024	Public Employee Retirement S...	PE030124	Retirement Contributions-Pay...	268.14
11073	03/25/2024	Public Employee Retirement S...	PE030124	Retirement Contributions-Pay...	599.25
11073	03/25/2024	Public Employee Retirement S...	PE030124	Retirement Contributions-Pay...	338.60
11073	03/25/2024	Public Employee Retirement S...	PE030124	Retirement Contributions-Pay...	171.85
11073	03/25/2024	Public Employee Retirement S...	PE030124	Retirement Contributions-Pay...	195.17
11073	03/25/2024	Public Employee Retirement S...	PE030124	Retirement Contributions-Pay...	1,329.58
11073	03/25/2024	Public Employee Retirement S...	PE030124	Retirement Contributions-Pay...	379.72
11073	03/25/2024	Public Employee Retirement S...	PE030124	Retirement Contributions-Pay...	180.07
11073	03/25/2024	Public Employee Retirement S...	PE030124	Retirement Contributions-Pay...	475.33
11073	03/25/2024	Public Employee Retirement S...	PE030124	Retirement Contributions-Pay...	330.14
11073	03/25/2024	Public Employee Retirement S...	PE030124	Retirement Contributions-Pay...	378.53
11073	03/25/2024	Public Employee Retirement S...	PE030124	Retirement Contributions-Pay...	1,059.18
11073	03/25/2024	Public Employee Retirement S...	PE030124	Retirement Contributions-Pay...	319.95
11073	03/25/2024	Public Employee Retirement S...	PE030124	Retirement Contributions-Pay...	544.17
11073	03/25/2024	Public Employee Retirement S...	PE030124	Retirement Contributions-Pay...	360.08
11073	03/25/2024	Public Employee Retirement S...	PE030124	Retirement Contributions-Pay...	330.69
11073	03/25/2024	Public Employee Retirement S...	PE030124	Retirement Contributions-Pay...	545.37
11073	03/25/2024	Public Employee Retirement S...	PE030124	Retirement Contributions-Pay...	145.27
11073	03/25/2024	Public Employee Retirement S...	PE030124	Retirement Contributions-Pay...	363.78
11073	03/25/2024	Public Employee Retirement S...	PE030124	Retirement Contributions-Pay...	47.19
11073	03/25/2024	Public Employee Retirement S...	PE030124	Retirement Contributions-Pay...	33.53
11073	03/25/2024	Public Employee Retirement S...	PE030124	Retirement Contributions-Pay...	18.46
11073	03/25/2024	Public Employee Retirement S...	PE030124	Retirement Contributions-Pay...	40.01
11073	03/25/2024	Public Employee Retirement S...	PE030124	Retirement Contributions-Pay...	2.95
11073	03/25/2024	Public Employee Retirement S...	PE030124	Retirement Contributions-Pay...	146.81
11073	03/25/2024	Public Employee Retirement S...	PE030124	Retirement Contributions-Pay...	102.09
11073	03/25/2024	Public Employee Retirement S...	PE030124	Retirement Contributions-Pay...	62.92
11073	03/25/2024	Public Employee Retirement S...	PE030124	Retirement Contributions-Pay...	67.06
11073	03/25/2024	Public Employee Retirement S...	PE030124	Retirement Contributions-Pay...	73.84
11073	03/25/2024	Public Employee Retirement S...	PE030124	Retirement Contributions-Pay...	89.38
11073	03/25/2024	Public Employee Retirement S...	PE030124	Retirement Contributions-Pay...	557.37
11073	03/25/2024	Public Employee Retirement S...	PE030124	Retirement Contributions-Pay...	281.63
11073	03/25/2024	Public Employee Retirement S...	PE030124	Retirement Contributions-Pay...	171.85
11073	03/25/2024	Public Employee Retirement S...	PE030124	Retirement Contributions-Pay...	845.82
11073	03/25/2024	Public Employee Retirement S...	PE030124	Retirement Contributions-Pay...	1,231.73
11073	03/25/2024	Public Employee Retirement S...	PE030124	Retirement Contributions-Pay...	1,392.44



Warrant Register

Payment Dates: 3/20/2024 - 4/2/2024

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
11074	03/27/2024	Public Employee Retirement S...	PE031524	Retirement Contributions-Pay...	13,270.80
11074	03/27/2024	Public Employee Retirement S...	PE031524	Retirement Contributions-Pay...	26.56
11074	03/27/2024	Public Employee Retirement S...	PE031524	Retirement Contributions-Pay...	831.93
11074	03/27/2024	Public Employee Retirement S...	PE031524	Retirement Contributions-Pay...	306.26
11074	03/27/2024	Public Employee Retirement S...	PE031524	Retirement Contributions-Pay...	359.31
11074	03/27/2024	Public Employee Retirement S...	PE031524	Retirement Contributions-Pay...	204.50
11074	03/27/2024	Public Employee Retirement S...	PE031524	Retirement Contributions-Pay...	234.71
11074	03/27/2024	Public Employee Retirement S...	PE031524	Retirement Contributions-Pay...	276.88
11074	03/27/2024	Public Employee Retirement S...	PE031524	Retirement Contributions-Pay...	268.16
11074	03/27/2024	Public Employee Retirement S...	PE031524	Retirement Contributions-Pay...	599.25
11074	03/27/2024	Public Employee Retirement S...	PE031524	Retirement Contributions-Pay...	338.60
11074	03/27/2024	Public Employee Retirement S...	PE031524	Retirement Contributions-Pay...	171.85
11074	03/27/2024	Public Employee Retirement S...	PE031524	Retirement Contributions-Pay...	195.17
11074	03/27/2024	Public Employee Retirement S...	PE031524	Retirement Contributions-Pay...	1,433.80
11074	03/27/2024	Public Employee Retirement S...	PE031524	Retirement Contributions-Pay...	379.72
11074	03/27/2024	Public Employee Retirement S...	PE031524	Retirement Contributions-Pay...	180.07
11074	03/27/2024	Public Employee Retirement S...	PE031524	Retirement Contributions-Pay...	462.66
11074	03/27/2024	Public Employee Retirement S...	PE031524	Retirement Contributions-Pay...	330.14
11074	03/27/2024	Public Employee Retirement S...	PE031524	Retirement Contributions-Pay...	378.53
11074	03/27/2024	Public Employee Retirement S...	PE031524	Retirement Contributions-Pay...	1,059.18
11074	03/27/2024	Public Employee Retirement S...	PE031524	Retirement Contributions-Pay...	370.84
11074	03/27/2024	Public Employee Retirement S...	PE031524	Retirement Contributions-Pay...	544.17
11074	03/27/2024	Public Employee Retirement S...	PE031524	Retirement Contributions-Pay...	367.74
11074	03/27/2024	Public Employee Retirement S...	PE031524	Retirement Contributions-Pay...	330.69
11074	03/27/2024	Public Employee Retirement S...	PE031524	Retirement Contributions-Pay...	530.89
11074	03/27/2024	Public Employee Retirement S...	PE031524	Retirement Contributions-Pay...	145.27
11074	03/27/2024	Public Employee Retirement S...	PE031524	Retirement Contributions-Pay...	363.78
11074	03/27/2024	Public Employee Retirement S...	PE031524	Retirement Contributions-Pay...	47.19
11074	03/27/2024	Public Employee Retirement S...	PE031524	Retirement Contributions-Pay...	33.53
11074	03/27/2024	Public Employee Retirement S...	PE031524	Retirement Contributions-Pay...	18.46
11074	03/27/2024	Public Employee Retirement S...	PE031524	Retirement Contributions-Pay...	40.86
11074	03/27/2024	Public Employee Retirement S...	PE031524	Retirement Contributions-Pay...	2.95
11074	03/27/2024	Public Employee Retirement S...	PE031524	Retirement Contributions-Pay...	146.81
11074	03/27/2024	Public Employee Retirement S...	PE031524	Retirement Contributions-Pay...	102.09
11074	03/27/2024	Public Employee Retirement S...	PE031524	Retirement Contributions-Pay...	62.92
11074	03/27/2024	Public Employee Retirement S...	PE031524	Retirement Contributions-Pay...	67.06
11074	03/27/2024	Public Employee Retirement S...	PE031524	Retirement Contributions-Pay...	73.84
11074	03/27/2024	Public Employee Retirement S...	PE031524	Retirement Contributions-Pay...	89.38
11074	03/27/2024	Public Employee Retirement S...	PE031524	Retirement Contributions-Pay...	557.37
11074	03/27/2024	Public Employee Retirement S...	PE031524	Retirement Contributions-Pay...	281.63
11074	03/27/2024	Public Employee Retirement S...	PE031524	Retirement Contributions-Pay...	171.85
11074	03/27/2024	Public Employee Retirement S...	PE031524	Retirement Contributions-Pay...	845.82
11074	03/27/2024	Public Employee Retirement S...	PE031524	Retirement Contributions-Pay...	1,229.17
11074	03/27/2024	Public Employee Retirement S...	PE031524	Retirement Contributions-Pay...	1,387.51
<b>Vendor 4090 - Public Employee Retirement System</b>				<b>Total:</b>	<b>58,090.94</b>

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

532384	04/02/2024	Roadline Products Inc. USA	19557	Parking Sign 18 X 24	71.66
532384	04/02/2024	Roadline Products Inc. USA	19557	Street Sign 24 X 30	315.63
532384	04/02/2024	Roadline Products Inc. USA	19709	RMP-Fast Dry-white Gallon	314.22
532384	04/02/2024	Roadline Products Inc. USA	19709	2.25" X 30" Anchormate	1,791.56
<b>Vendor 12285 - Roadline Products Inc. USA Total:</b>				<b>Total:</b>	<b>2,493.07</b>

**Vendor: 10947 - Robert Heaney**

532385	04/02/2024	Robert Heaney	031824	Mileage Reimbursement	53.06
<b>Vendor 10947 - Robert Heaney</b>				<b>Total:</b>	<b>53.06</b>

**Vendor: 3066 - Rusher Air Conditioning**

532386	04/02/2024	Rusher Air Conditioning	2099849	A/C Inspection	462.00
<b>Vendor 3066 - Rusher Air Conditioning</b>				<b>Total:</b>	<b>462.00</b>

**Vendor: 3134 - S & J Supply Co., Inc.**

532387	04/02/2024	S & J Supply Co., Inc.	S100226777.001	IMJFA4 4" DI MJXFLG ADPT CL...	321.24
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**Warrant Register**

**Payment Dates: 3/20/2024 - 4/2/2024**

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
532387	04/02/2024	S & J Supply Co., Inc.	S100226777.001	RRRG184 4 X 1/8" 150# Red R...	7.72
532387	04/02/2024	S & J Supply Co., Inc.	S100226777.001	BNSP4 4" PLT 150# B&N Set 8...	16.54
532387	04/02/2024	S & J Supply Co., Inc.	S100226777.001	BNSP66 6" PL HYD Solit B&N S...	15.44
532387	04/02/2024	S & J Supply Co., Inc.	S100226777.001	BNSPBO66 6" PLT HYD BRK Off..	16.54
532387	04/02/2024	S & J Supply Co., Inc.	S100226777.001	S4006P 6" Stargrip Kit F/PVC S...	183.02
532387	04/02/2024	S & J Supply Co., Inc.	S100226777.001	HBML 486 6" X 48" DI MJ HYD...	27.56
532387	04/02/2024	S & J Supply Co., Inc.	S100226777.001	RRRG 186 6" X 1/8" 150# RED ...	14.06
532387	04/02/2024	S & J Supply Co., Inc.	S100226777.001	BNSP68 6"-8" PLT 150# B&N S...	22.05
532387	04/02/2024	S & J Supply Co., Inc.	S100226777.001	HE126 6" X 12" CI HYD EXT CL ...	407.93
532387	04/02/2024	S & J Supply Co., Inc.	S100226777.001	DR14PB6 6" C900 DR14 CL305...	396.90
532387	04/02/2024	S & J Supply Co., Inc.	S100226777.001	IFT446 4" X 4" X 6" DI FLG TEE...	648.27
532387	04/02/2024	S & J Supply Co., Inc.	S100226777.001	AGVMFL6 6" MIXFLG RWGV O...	1,100.30
532387	04/02/2024	S & J Supply Co., Inc.	S100226777.001	S4004P 4" Stargrip Kit F/PVC S...	412.34
532387	04/02/2024	S & J Supply Co., Inc.	S100226777.001	J40606 Jones J4060 Fire Hydr...	4,134.38
532387	04/02/2024	S & J Supply Co., Inc.	S100226944.001	SB2441056 3/4" X 6" SB 244 1...	392.49
532387	04/02/2024	S & J Supply Co., Inc.	S100226944.001	SB2442386 2" X 6" SB 244 2.38..	314.21
532387	04/02/2024	S & J Supply Co., Inc.	S100226944.001	SB2441906 1-1/2" X 6" SB 244...	205.07
532387	04/02/2024	S & J Supply Co., Inc.	S100226944.001	SB2441323 1" X SB 244 1.32 F...	198.45
532387	04/02/2024	S & J Supply Co., Inc.	S100226944.001	SB2442383 2" X 3" SB 244 2.38..	168.68
532387	04/02/2024	S & J Supply Co., Inc.	S100226944.001	SB2441903 1-1/2" X 3" SB 244...	155.45
532387	04/02/2024	S & J Supply Co., Inc.	S100226944.001	SB2441326 1" X 6" SB 244 1.32..	396.90
532387	04/02/2024	S & J Supply Co., Inc.	S100226999.001	SB2441636 1-1/2" X 6" SB 244...	301.66
				<b>Vendor 3134 - S &amp; J Supply Co., Inc.</b>	<b>Total: 9,857.20</b>
<b>Vendor: 6750 - Samurai Action Studio, Inc.</b>					
532388	04/02/2024	Samurai Action Studio, Inc.	031924	Gymnastics Instructor	1,180.90
				<b>Vendor 6750 - Samurai Action Studio, Inc.</b>	<b>Total: 1,180.90</b>
<b>Vendor: 7394 - Sharmone P. La Rose</b>					
532389	04/02/2024	Sharmone P. La Rose	031924	Gentle Yoga Class Instructor	837.90
				<b>Vendor 7394 - Sharmone P. La Rose</b>	<b>Total: 837.90</b>
<b>Vendor: 7188 - Sharp Business Systems</b>					
532390	04/02/2024	Sharp Business Systems	9004773161	MXC304W Copier Usage 12/2...	175.74
				<b>Vendor 7188 - Sharp Business Systems</b>	<b>Total: 175.74</b>
<b>Vendor: 7233 - Siteone Landscape Supply, LLC</b>					
532391	04/02/2024	Siteone Landscape Supply, LLC	139010962-001	Tree Stake Lodge Pole Treated...	40.68
				<b>Vendor 7233 - Siteone Landscape Supply, LLC</b>	<b>Total: 40.68</b>
<b>Vendor: 5050 - Southern California Edison Co.</b>					
532327	03/26/2024	Southern California Edison Co.	700012123226-032124	Landscape Maintenance Distri...	14.84
532327	03/26/2024	Southern California Edison Co.	700037130331-031824	City Hall	5,615.89
532327	03/26/2024	Southern California Edison Co.	700154659268-031424	Traffic Signals	31.11
532327	03/26/2024	Southern California Edison Co.	700315053620-031824	Lomita Park	16.94
532327	03/26/2024	Southern California Edison Co.	700480902095-032124	Narbonne Pedestrian Crosswa...	133.66
				<b>Vendor 5050 - Southern California Edison Co.</b>	<b>Total: 5,812.44</b>
<b>Vendor: 13004 - Sports Equipment Installations, Inc</b>					
532392	04/02/2024	Sports Equipment Installations...	3253	Repair Draper Basketball Unit...	600.00
532392	04/02/2024	Sports Equipment Installations...	3253	Repair Draper Basketball Unit	400.00
532392	04/02/2024	Sports Equipment Installations...	3253	Repair Draper Basketball Unit...	400.00
				<b>Vendor 13004 - Sports Equipment Installations, Inc Total:</b>	<b>1,400.00</b>
<b>Vendor: 6393 - Sully-Miller Contracting Co.</b>					
532393	04/02/2024	Sully-Miller Contracting Co.	3525824	Asphalt	1,051.26
				<b>Vendor 6393 - Sully-Miller Contracting Co.</b>	<b>Total: 1,051.26</b>
<b>Vendor: 6085 - Thompson Building Materials</b>					
532394	04/02/2024	Thompson Building Materials	IV-I64023	Misc Base Skip	112.46
532394	04/02/2024	Thompson Building Materials	IV-I64027	Quick Cement Quick Set 10 lb	14.34
532394	04/02/2024	Thompson Building Materials	IV-I64027	Handheld Sprayer: 3.5 Gal Spr...	217.99
532394	04/02/2024	Thompson Building Materials	IV-I64100	31" -35" Rubber Tarp Strap	9.05
532394	04/02/2024	Thompson Building Materials	IV-I64100	W-D-40 18 oz	15.50
532394	04/02/2024	Thompson Building Materials	IV-I64100	2' X 35 Yd Gorilla Tape	16.07
532394	04/02/2024	Thompson Building Materials	IV-I64147	3 Gal Acetone Pumpcomp Spr...	123.96

**Warrant Register**

**Payment Dates: 3/20/2024 - 4/2/2024**

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
532394	04/02/2024	Thompson Building Materials	IV-I64147	3.5 Gal Ind Metal Concrete Sp...	217.99
				<b>Vendor 6085 - Thompson Building Materials</b>	<b>Total: 727.36</b>
<b>Vendor: 12974 - Transtech Engineers, Inc.</b>					
532395	04/02/2024	Transtech Engineers, Inc.	20241984	Engineering & Land Developm...	3,360.00
532395	04/02/2024	Transtech Engineers, Inc.	20241985	Engineering & Land Developm...	312.50
532395	04/02/2024	Transtech Engineers, Inc.	20241986	Engineering & Land Developm...	392.50
532395	04/02/2024	Transtech Engineers, Inc.	20241987	Engineering & Land Developm...	400.00
				<b>Vendor 12974 - Transtech Engineers, Inc. Total:</b>	<b>4,465.00</b>
<b>Vendor: 3991 - Trench Shoring Co.</b>					
532396	04/02/2024	Trench Shoring Co.	RI20384536	Deliver-Boom Truck	187.50
532396	04/02/2024	Trench Shoring Co.	RI20384536	Temp. Asphalt 60 lb	43.17
532396	04/02/2024	Trench Shoring Co.	RI20384536	Trench Top 8" X 12' Welded T...	57.60
532396	04/02/2024	Trench Shoring Co.	RI20384539	Railroad Spike 6-1/2"	21.11
532396	04/02/2024	Trench Shoring Co.	RI20384539	Pickup-Boom	187.50
532396	04/02/2024	Trench Shoring Co.	RI20384539	Delivery-Boom Truck	150.00
532396	04/02/2024	Trench Shoring Co.	RI20384539	Trench Top 8' X 12 Welded Tr...	48.00
532396	04/02/2024	Trench Shoring Co.	RI20384539	Temp. Asphalt 60 lb	43.17
532396	04/02/2024	Trench Shoring Co.	RI20386178	Trench Top 8' X 12" Welded T...	96.00
532396	04/02/2024	Trench Shoring Co.	RI20386178	Trench Top 8' X 12" Welded T...	1,200.00
532396	04/02/2024	Trench Shoring Co.	RI20386178	Trench Top 8' X 12" Welded T...	187.50
532396	04/02/2024	Trench Shoring Co.	RI20386178	Trench Top-Equipment Restor...	130.00
				<b>Vendor 3991 - Trench Shoring Co.</b>	<b>Total: 2,351.55</b>
<b>Vendor: 9100 - Tripepi Smith and Associates</b>					
532397	04/02/2024	Tripepi Smith and Associates	11957	Citywide Communication & E...	3,347.08
532397	04/02/2024	Tripepi Smith and Associates	11957	Citywide Communication & E...	3,347.09
				<b>Vendor 9100 - Tripepi Smith and Associates</b>	<b>Total: 6,694.17</b>
<b>Vendor: 3037 - TS3 Fulfillment</b>					
532398	04/02/2024	TS3 Fulfillment	13910	T-Shirt LS	39.69
532398	04/02/2024	TS3 Fulfillment	13910	Button Up Shirt LS	238.05
532398	04/02/2024	TS3 Fulfillment	13910	T-Shirt SS	55.13
532398	04/02/2024	TS3 Fulfillment	13910	Zip Up Shirt	132.26
532398	04/02/2024	TS3 Fulfillment	13910	Button Up Shirt S	104.49
				<b>Vendor 3037 - TS3 Fulfillment</b>	<b>Total: 569.62</b>
<b>Vendor: 0695 - Turf Star Inc.</b>					
532399	04/02/2024	Turf Star Inc.	332493-00	Cover-Alternator	206.77
532399	04/02/2024	Turf Star Inc.	332493-00	Washer-Plain	0.76
532399	04/02/2024	Turf Star Inc.	332493-00	Bolt	2.88
532399	04/02/2024	Turf Star Inc.	332493-00	Collar	20.65
532399	04/02/2024	Turf Star Inc.	332493-00	Shop Supply Fee	34.00
532399	04/02/2024	Turf Star Inc.	332493-00	Stay-Alternator	78.54
532399	04/02/2024	Turf Star Inc.	332493-00	Machine Inspection	170.00
				<b>Vendor 0695 - Turf Star Inc.</b>	<b>Total: 513.60</b>
<b>Vendor: 6695 - Tyler Technologies Inc.</b>					
532400	04/02/2024	Tyler Technologies Inc.	025-457522	Epson Receipt Printer Mainte...	359.62
532400	04/02/2024	Tyler Technologies Inc.	025-457522	Utility Billing Online Compone...	2,064.00
				<b>Vendor 6695 - Tyler Technologies Inc.</b>	<b>Total: 2,423.62</b>
<b>Vendor: 7327 - United Rentals (North America), Inc.</b>					
532401	04/02/2024	United Rentals (North America...	227959626-004	Dump Truck Rental-Rental Pro...	492.45
532401	04/02/2024	United Rentals (North America...	227959626-004	Dump Truck Rental	3,619.51
				<b>Vendor 7327 - United Rentals (North America), Inc.</b>	<b>Total: 4,111.96</b>
<b>Vendor: 6477 - Verizon Wireless Government Mkts</b>					
532402	04/02/2024	Verizon Wireless Government...	9959211912	Employee Phone Charge	-0.36
532402	04/02/2024	Verizon Wireless Government...	9959211912	Employee Phone Charge	39.56
532402	04/02/2024	Verizon Wireless Government...	9959211912	Employee Phone Charge	-31.17
				<b>Vendor 6477 - Verizon Wireless Government Mkts Total:</b>	<b>8.03</b>

**Warrant Register**

**Payment Dates: 3/20/2024 - 4/2/2024**

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
<b>Vendor: 13008 - Vincent Berrueco</b>					
532403	04/02/2024	Vincent Berrueco	2004408.001	Refund-Picnic Shelter Deposit...	75.00
<b>Vendor 13008 - Vincent Berrueco Total:</b>					<b>75.00</b>
<b>Vendor: 7373 - Wells Fargo Vendor Financial Services</b>					
532404	04/02/2024	Wells Fargo Vendor Financial ...	5029014900	BP-70C55 Copier Lease March...	338.21
<b>Vendor 7373 - Wells Fargo Vendor Financial Services</b>					<b>Total: 338.21</b>
<b>Vendor: 7063 - Westfield Electric</b>					
532405	04/02/2024	Westfield Electric	3536	Boom Lift Rental	2,000.00
532405	04/02/2024	Westfield Electric	3536	LED Light Bulb	1,375.00
532405	04/02/2024	Westfield Electric	3536	125 Watt Directional Corn Lig...	1,140.00
532405	04/02/2024	Westfield Electric	3536	Light Bulb Replacements-Labor	880.00
<b>Vendor 7063 - Westfield Electric</b>					<b>Total: 5,395.00</b>
<b>Vendor: 12250 - William D. Uphoff</b>					
532406	04/02/2024	William D. Uphoff	03132024	Reimbursement for NLC Confe...	1,845.74
532406	04/02/2024	William D. Uphoff	032524	Mileage Reimbursement	84.42
<b>Vendor 12250 - William D. Uphoff Total:</b>					<b>1,930.16</b>
<b>Vendor: 12701 - William Lawson</b>					
532407	04/02/2024	William Lawson	031224	Wellness Reimbursement	150.00
<b>Vendor 12701 - William Lawson Total:</b>					<b>150.00</b>
<b>Vendor: 6102 - Yunex, LLC</b>					
532408	04/02/2024	Yunex, LLC	90001677	Street Light Maintenance Feb...	169.83
532408	04/02/2024	Yunex, LLC	9001676	Traffic Signals February 24	443.03
<b>Vendor 6102 - Yunex, LLC Total:</b>					<b>612.86</b>
<b>Grand Total:</b>					<b>783,771.20</b>

# Report Summary

## Fund Summary

Fund	Payment Amount
100 - General Fund	597,529.45
204 - General Plan Update	36,247.31
205 - State Gas Tax	19,581.65
209 - Measure M	2,444.20
211 - Measure W	3,773.50
215 - Community Development Block Grant	8,951.25
220 - Proposition A Local Return	9,465.68
235 - South Coast AQMD	1,250.00
245 - Landscape Maintenance District #1	14.84
255 - Park Athletic	108.59
257 - Park Grant	1,740.00
310 - Capital Improvement	17,850.00
311 - Street Improvement	1,733.24
510 - Water Operations	54,206.19
520 - Water Capital	13,122.80
612 - Sewer Replacement	15,752.50
<b>Grand Total:</b>	<b>783,771.20</b>

## Account Summary

Account Number	Account Name	Payment Amount
100-000-1205.000	Prepaid Expenses	12,000.00
100-000-2225.000	Gangs & Graffiti Trust	1,895.59
100-000-2508.000	Garnishment	301.37
100-000-2510.000	PERS	26,464.15
100-000-2535.000	Accident Insurance	1,271.45
100-000-2550.000	Federal Withholding	22,043.18
100-000-2555.000	State Withholding	7,340.16
100-000-2560.000	Deferred Compensation	16,550.31
100-000-4465.000	Animal Care and Control	-757.50
100-000-4510.000	Park Rentals	515.00
100-110-5207.000	Medicare	9.42
100-110-5217.000	PERS Tier 3 (2%@62)	53.12
100-110-5415.000	Communications	-0.36
100-110-5430.000	Conferences and Meetin...	8,260.99
100-125-5205.000	Health Insurance	1,306.42
100-125-5207.000	Medicare	332.04
100-125-5215.000	PERS Tier 1 (2.5%@55)	1,663.86
100-125-5216.000	PERS Tier 2 (2%@60)	612.52
100-125-5217.000	PERS Tier 3 (2%@62)	776.21
100-125-5345.000	Contractual Services	6,572.08
100-125-5755.000	Special Department Supp..	12.99
100-130-5205.000	Health Insurance	336.56
100-130-5207.000	Medicare	100.50
100-130-5215.000	PERS Tier 1 (2.5%@55)	409.00
100-130-5216.000	PERS Tier 2 (2%@60)	469.42
100-130-5217.000	PERS Tier 3 (2%@62)	553.76
100-130-5505.000	Office Supplies and Expe...	240.93
100-130-5755.000	Special Department Supp..	30.75
100-210-5205.000	Health Insurance	234.35
100-210-5207.000	Medicare	148.48
100-210-5215.000	PERS Tier 1 (2.5%@55)	536.30
100-210-5216.000	PERS Tier 2 (2%@60)	1,198.50
100-210-5217.000	PERS Tier 3 (2%@62)	677.20
100-230-5205.000	Health Insurance	156.39
100-230-5207.000	Medicare	80.71
100-230-5217.000	PERS Tier 3 (2%@62)	343.70
100-230-5345.000	Contractual Services	96.00

## Account Summary

Account Number	Account Name	Payment Amount
100-230-5430.000	Conferences and Meetin...	46.90
100-230-5755.000	Special Department Supp..	223.16
100-330-5320.000	Sheriff Contract	315,968.31
100-330-5321.000	Core Deputy	18,883.78
100-330-5323.000	Liability Trust Fund	39,697.52
100-335-5205.000	Health Insurance	106.11
100-335-5207.000	Medicare	41.31
100-335-5217.000	PERS Tier 3 (2%@62)	390.34
100-335-5345.000	Contractual Services	10,278.40
100-335-5710.000	Equipment Maintenance	-9.24
100-336-5325.000	Animal Care and Control	6,119.38
100-410-5205.000	Health Insurance	345.10
100-410-5207.000	Medicare	289.12
100-410-5217.000	PERS Tier 3 (2%@62)	2,763.38
100-410-5340.000	Professional Services	19,575.00
100-410-5415.000	Communications	39.56
100-410-5420.000	Mileage Reimbursement	52.93
100-410-5505.000	Office Supplies and Expe...	49.22
100-430-5416.000	Economic Development ...	14,799.00
100-440-5345.000	Contractual Services	2,202.31
100-440-5525.000	Equipment Under \$5k	61.72
100-440-5605.000	Rents and Leases	866.44
100-605-5205.000	Health Insurance	316.76
100-605-5207.000	Medicare	155.63
100-605-5215.000	PERS Tier 1 (2.5%@55)	759.44
100-605-5216.000	PERS Tier 2 (2%@60)	360.14
100-605-5217.000	PERS Tier 3 (2%@62)	937.99
100-605-5340.000	Professional Services	4,465.00
100-605-5345.000	Contractual Services	7,333.74
100-605-5420.000	Mileage Reimbursement	44.22
100-610-5205.000	Health Insurance	311.58
100-610-5207.000	Medicare	111.49
100-610-5216.000	PERS Tier 2 (2%@60)	660.28
100-610-5217.000	PERS Tier 3 (2%@62)	757.06
100-710-5205.000	Health Insurance	163.26
100-710-5207.000	Medicare	105.18
100-710-5215.000	PERS Tier 1 (2.5%@55)	2,118.36
100-710-5217.000	PERS Tier 3 (2%@62)	690.79
100-710-5405.000	Utilities	5,615.89
100-710-5515.000	Uniform Expense	569.62
100-710-5705.000	General Maintenance	10,865.69
100-730-5205.000	Health Insurance	183.10
100-730-5207.000	Medicare	250.90
100-730-5215.000	PERS Tier 1 (2.5%@55)	1,088.34
100-730-5217.000	PERS Tier 3 (2%@62)	727.82
100-730-5345.000	Contractual Services	7,271.20
100-730-5410.000	Advertising	320.00
100-730-5420.000	Mileage Reimbursement	53.06
100-735-5410.000	Advertising	9.95
100-735-5755.000	Special Department Supp..	15.42
100-735-5755.118	Founder's Day	317.20
100-735-5755.331	Mayor's Golf Classic	2,000.00
100-740-5205.000	Health Insurance	437.99
100-740-5207.000	Medicare	144.78
100-740-5215.000	PERS Tier 1 (2.5%@55)	661.38
100-740-5216.000	PERS Tier 2 (2%@60)	1,076.26
100-740-5217.000	PERS Tier 3 (2%@62)	290.54
100-740-5405.000	Utilities	16.94

## Account Summary

Account Number	Account Name	Payment Amount
100-740-5705.000	General Maintenance	81.47
100-740-5710.000	Equipment Maintenance	513.60
100-750-5207.000	Medicare	34.11
100-750-5755.000	Special Department Supp..	67.97
204-410-5345.000	Contractual Services	36,247.31
205-610-5205.000	Health Insurance	352.57
205-610-5207.000	Medicare	82.48
205-610-5217.000	PERS Tier 3 (2%@62)	727.56
205-610-5335.000	Maintenance & License ...	612.86
205-610-5346.000	Street Sweeping Contract	10,379.64
205-610-5405.000	Utilities	164.77
205-610-5415.000	Communications	-31.17
205-610-5705.000	General Maintenance	3,178.34
205-610-5710.000	Equipment Maintenance	534.90
205-620-5515.000	Uniform Expense	270.09
205-620-5525.000	Equipment Under \$5k	865.41
205-810-5806.374	Narbonne South Pipe Re...	2,444.20
209-810-5806.374	Narbonne South Pipe Re...	2,444.20
211-347-5340.000	Professional Services	2,288.50
211-347-5771.000	Infrastructure Projects P...	472.50
211-810-5806.359	Downtown Lomita Stor...	1,012.50
215-550-5340.000	Professional Services	310.00
215-560-5340.000	Professional Services	8,641.25
220-000-4705.000	Dial-A-Ride Fares	92.00
220-340-5205.000	Health Insurance	29.22
220-340-5207.000	Medicare	12.85
220-340-5215.000	PERS Tier 1 (2.5%@55)	94.38
220-340-5216.000	PERS Tier 2 (2%@60)	67.06
220-340-5217.000	PERS Tier 3 (2%@62)	36.92
220-340-5345.000	Contractual Services	9,133.25
235-350-5345.000	Contractual Services	1,250.00
245-720-5405.000	Utilities	14.84
255-760-5205.000	Health Insurance	20.34
255-760-5207.000	Medicare	7.38
255-760-5217.000	PERS Tier 3 (2%@62)	80.87
257-830-5345.379	Contractual Services	1,740.00
310-820-5820.376	Railroad Museum Impro...	17,850.00
311-810-5806.368	Street Reconstruction - ...	1,733.24
510-110-5207.000	Medicare	1.06
510-110-5217.000	PERS Tier 3 (2%@62)	5.90
510-125-5205.000	Health Insurance	152.11
510-125-5207.000	Medicare	29.18
510-125-5215.000	PERS Tier 1 (2.5%@55)	293.62
510-125-5216.000	PERS Tier 2 (2%@60)	204.18
510-130-5205.000	Health Insurance	91.45
510-130-5207.000	Medicare	29.42
510-130-5215.000	PERS Tier 1 (2.5%@55)	125.84
510-130-5216.000	PERS Tier 2 (2%@60)	134.12
510-130-5217.000	PERS Tier 3 (2%@62)	147.68
510-220-5205.000	Health Insurance	259.16
510-220-5207.000	Medicare	133.82
510-220-5215.000	PERS Tier 1 (2.5%@55)	178.76
510-220-5216.000	PERS Tier 2 (2%@60)	1,114.74
510-220-5217.000	PERS Tier 3 (2%@62)	563.26
510-220-5710.000	Equipment Maintenance	2,423.62
510-230-5205.000	Health Insurance	156.36
510-230-5207.000	Medicare	32.12
510-230-5217.000	PERS Tier 3 (2%@62)	343.70

**Account Summary**

Account Number	Account Name	Payment Amount
510-630-5205.000	Health Insurance	1,567.98
510-630-5207.000	Medicare	563.60
510-630-5215.000	PERS Tier 1 (2.5%@55)	1,691.64
510-630-5216.000	PERS Tier 2 (2%@60)	2,460.90
510-630-5217.000	PERS Tier 3 (2%@62)	2,779.95
510-630-5340.000	Professional Services	3,347.09
510-630-5411.000	Customer Notifications	317.20
510-630-5435.000	Training and Education	1,800.00
510-630-5505.000	Office Supplies and Expe...	37.08
510-630-5605.000	Rents and Leases	6,463.51
510-630-5705.000	General Maintenance	26,603.84
510-630-5710.000	Equipment Maintenance	133.28
510-630-5755.000	Special Department Supp..	20.02
520-840-5821.357	246th-247th-247th Pl - ...	1,350.00
520-840-5821.374	Narbonne South Pipe Re...	11,772.80
612-910-5345.000	Contractual Services	15,752.50
	<b>Grand Total:</b>	<b>783,771.20</b>

**Project Account Summary**

Project Account Key	Payment Amount
**None**	743,424.26
205-Narbonne South Pipe Replacement	2,444.20
209-Narbonne South Pipe Replacement	2,444.20
211-810	1,012.50
246th St., 247th Pl., 247th St.-Western	1,350.00
311-Street Reconstruction-Zone G	1,733.24
520-Narbonne South Pipe Replacement	11,772.80
Railroad Museum Improvements	17,850.00
Stephenson Mainenance Project	1,740.00
	<b>Grand Total:</b>
	<b>783,771.20</b>





## CITY OF LOMITA CITY COUNCIL REPORT

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

**FROM:** Joe Hoefgen, Interim City Manager

**PREPARED BY:** Brianna Rindge, Community & Economic Development Director  
Laura MacMorran, Associate Planner

**MEETING DATE:** April 2, 2024

**SUBJECT:** Second Reading and Adoption of Ordinance No. 860 Amending Lomita Municipal Code Title XI (Planning and Zoning) to Allow, Through a Conditional Use Permit Approved By Planning Commission, a Two-Story Stacked Accessory Dwelling Units Up to Twenty Feet in Height Only Under Limited Conditions

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### **RECOMMENDATION**

Adopt ordinance.

### **BACKGROUND**

On March 19, 2024, the City Council introduced on first reading an ordinance amending Lomita Municipal Code Title XI (Planning and Zoning) to regulations for accessory dwelling units and finding the action exempt from the California Environmental Quality Act. This agenda item is to approve the second reading and adoption of the ordinance.

### **OPTIONS**

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

### **ATTACHMENTS**

1. Ordinance No. 860

Reviewed by:

*Gary Sugano*

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Gary Y. Sugano  
Assistant City Manager

Prepared by:

*Brianna Rindge*

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Brianna Rindge  
Community & Economic Development Director

Approved by:

*Joe Hoefgen*

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Joe Hoefgen  
Interim City Manager

Prepared by:

*Laura MacMorran*

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Laura MacMorran  
Associate Planner

**ORDINANCE NO. 860**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, AMENDING LOMITA MUNICIPAL CODE TITLE XI (PLANNING AND ZONING), CHAPTER 1 (ZONING), REVISING THE CITY'S REGULATIONS FOR ACCESSORY DWELLING UNIT STANDARDS AND A DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

**THE CITY COUNCIL OF THE CITY OF LOMITA HEREBY ORDAINS AS FOLLOWS:**

Section 1. Recitals.

- A. An existing ordinance addressing mixed-use developments is codified in Title XI of the Lomita Municipal Code.
- B. The City desires to amend Title XI of the Lomita Municipal Code to modify accessory dwelling unit standards of development regulations and update the definition of key lot.
- C. Government Code Section 65852.2(a)(1)(B) authorizes cities to impose standards on accessory dwelling units in conformance with state law that include, but are not limited to, parking, height, setback, landscape, architectural review, maximum unit size, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Resources.
- D. Government Code Section 65852.2(h)(A) provides that the state Department of Housing and Community Development (HCD) is to make findings regarding local agency ordinance compliance with Section 65852.2.
- E. On February 12, 2024, the Planning Commission held a duly noticed public hearing on Zone Text Amendment No. 2024-01 where public testimony was accepted on the item and recommended City Council approve the zoning text amendment and find the project exempt from the California Environmental Quality Act (CEQA).
- F. On March 19, 2024, the City Council held a duly noticed public hearing to consider the proposed text amendment regarding Accessory Dwelling Units.

Section 2. General Plan

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

- A. Housing Element Goal 4 pertains to a community built on equity and inclusion.

- B. Housing Element Program 6 states that the City “will develop and adopt a program that incentivizes and promotes the creation of ADUs that can be offered at an affordable rent for very low-, low-, moderate-income households, or those with disabilities”.

### Section 3. Environmental Review

The City Council finds and determines that the adoption of an ordinance regarding Accessory Dwelling Units (ADUs) in a single-family or multifamily residential zone to implement the provisions of Government Code Sections 65852.2 is exempt from CEQA review pursuant to Public Resources Code Section 21080.17. Therefore, this ordinance does not require any environmental review under CEQA.

## **THE CITY COUNCIL OF THE CITY OF LOMITA HEREBY ORDAINS AS FOLLOWS:**

### Section 4. Zoning Amendments

Based on the foregoing, the City Council hereby approves the following amendments to the Lomita Municipal Code:

- A. The definition of “lot, key” under Section 11-1.15.03(L) of Title XI of the Lomita Municipal Code is amended to read as follows:

“*Lot, key*, shall mean a lot where the rear property line abuts the side property line of one or more lots and where such lots are not separated by an alley or any public way.”

- B. Section 11-1.30.06 (“Accessory and junior accessory dwelling units”) of Title XI (“Planning and Zoning”) of the Lomita Municipal Code is amended in full to read as follows:

#### **“Sec. 11-1.30.06. Accessory and junior accessory dwelling units.**

##### *(A) Purpose.*

- (1) The purpose of this section is to provide for the creation of accessory dwelling units and junior accessory dwelling units consistent with section 65852.2 of the Government Code, as amended from time to time. In any instance where there is conflict, state law shall govern.

##### *(B) Definitions.*

- (1) *Accessory dwelling unit/ADU* has the same meaning as that stated in Government Code section 65852.2 as that section may be amended from time to time.

- (2) *Attached ADU* means an ADU that shares at least one common wall with the primary dwelling unit.
- (3) *Converted ADU* means an ADU that is constructed within all or a portion of the legally permitted existing interior space of an accessory structure or within all or a portion of the permitted existing interior space of a dwelling structure, including bedrooms, attached garages, and storage areas.
- (4) *Detached ADU* means an ADU that is physically separated from, but located on the same lot as, a primary dwelling structure.
- (5) *Existing*. A structure is "existing" if it was legally constructed and the construction has passed all required final inspections.
- (6) *Junior accessory dwelling unit/JADU* shall have the same meaning as that stated in Government Code section 65852.22(h)(1) as that section may be amended from time to time.
- (7) *Public transit* has the same meaning as that stated in Government Code section 65852.2, as that section may be amended from time to time.
- (8) *Floor area of an accessory dwelling unit* means, for the purpose of this chapter, the area of each floor level included within the walls enclosing each dwelling unit. The floor area shall be measured from the outside face of the walls enclosing each dwelling unit, including all closet space and storage areas contained within the unit, including habitable basements and attics, but not including unenclosed porches, balconies, or any enclosed garages or carports. For purposes of calculating the allowable floor area of accessory dwelling units based on a proportion of the size of the primary residence, only the livable floor area of the primary residence shall be counted. The floor area of any other structures, for purposes of calculating total floor area, lot coverage, or other calculations, shall be calculated in the manner described in the relevant zoning regulations.

(C) *Applicability and Permissible Use.*

- (1) *Accessory dwelling units required by state law.* Accessory dwelling units required by state law are allowed on lots located within a residential or mixed-use zone as provided in section 65852.2(e) of the Government Code, in compliance with all applicable provisions of subsection (E) of this section, development standards, and requirements, except for those provisions which do not allow an accessory dwelling unit otherwise in compliance with section 65852.2(e) of the Government Code. An accessory dwelling unit pursuant to section 65852.2(e)(1)(B) of the Government Code shall be limited to a maximum floor area size of eight hundred (800) square feet and a maximum height of sixteen (16) feet.

The combination of accessory dwelling unit categories set forth in section 65852.2(e)(A) through (D) of the Government Code is prohibited.

- (2) Applications for accessory dwelling units and junior accessory dwelling units shall be reviewed within sixty (60) days from the date the city receives a complete application if there is an existing single-family or multifamily dwelling on the lot. If the application to create an accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling or multifamily dwelling on the lot, the city may delay acting on the application for the accessory dwelling unit or the junior accessory dwelling unit until the city acts on the permit application to create the new single-family dwelling or multifamily dwelling, but the application to create the accessory dwelling unit or junior accessory dwelling unit shall be considered without discretionary review or hearing. If the applicant requests a delay, the sixty (60) day time period shall be tolled for the period of the delay.
- (3) Approval of a permit for the creation of an accessory dwelling unit or junior accessory dwelling unit shall not be conditioned on the correction of nonconforming conditions on the subject property. However, this does not prevent the city from enforcing compliance with applicable building standards in accordance with California Health and Safety Code section 17980.12.
- (4) For the purpose of this section, a structure with two (2) or more attached dwellings on a single lot is considered a multifamily dwelling structure. Multiple detached single-family dwellings on the same lot are not considered multifamily dwellings. A lot with multiple detached single-family dwellings is eligible for creation of one accessory dwelling unit per lot by converting space within the proposed or existing space of a single-family dwelling or existing structure or new construction of a detached accessory dwelling unit.
- (5) It is prohibited to convert the existing floor area or construct an accessory dwelling unit without first obtaining approval and issuance of a building permit. Such permit shall be issued if it is determined that the accessory dwelling unit will conform to the provisions of this section.
- (6) Applicant shall pay all applicable development impact fees established by city council resolution. Accessory dwelling units of less than seven hundred fifty (750) square feet in size shall be exempt from all impact fees. Accessory dwelling units of greater than seven hundred fifty (750) square feet in size shall be charged impact fees.

(D) *State exempt accessory dwelling units.*

(1) All development standards (including, but not limited to lot coverage, floor area ratio, required building separation and open space) are reduced solely to the extent necessary to allow either of the following:

- a. On a lot with a proposed or existing single-family dwelling, one attached or detached ADU that is eight hundred (800) square feet or less, with a height not exceeding sixteen (16) feet, with setbacks of at least four (4) feet from the side and rear yards and complies with applicable front yard setbacks.
- b. Converted detached ADU that does not add more than one hundred fifty (150) square feet of floor area for ingress and egress.
- c. On a lot with an existing multifamily dwelling, up to two (2) detached ADUs that are eight hundred (800) square feet or less and which have a height not exceeding sixteen (16) feet, and which comply with setbacks of at least four (4) feet from the side and rear yards, and which comply with front yard setbacks.
- d. No more than twenty-five (25) percent of the number of the existing units, but at least one unit, shall be permitted as ADUs constructed within the non-livable space and are enclosed on at least three (3) sides (e.g., storage rooms, boiler rooms, attics, basements, or garages) of the existing multifamily dwelling structure provided that applicable building codes are met; fractions shall be rounded down to the next lower number of dwelling units, except that at least one accessory dwelling unit shall be allowed; development standards and requirements. Accessory dwelling units shall comply with the following development standards and requirements:

(2) *Number of units.*

- a. For lots with an existing or proposed single-family dwelling, one accessory dwelling unit shall be allowed on a lot.
- b. For lots with an existing or proposed multifamily residential dwelling structure
  1. No more than twenty-five (25) percent of the number of the existing units, but at least one unit, shall be permitted as ADUs constructed within the non-livable space and are enclosed on at least three (3) sides (e.g., storage rooms, boiler rooms, attics, basements, or garages) of the existing multifamily dwelling structure provided that applicable building codes are met; fractions shall be rounded down to the next lower number of dwelling units, except that at least one accessory dwelling unit shall be allowed; or

2. Up to two (2) accessory dwelling units shall be permitted as detached from the multifamily residential structure and may be attached or detached to each other.

(3) *Height.*

- a. In accordance with CA Government Code Section 65852.2.
  1. Attached or detached ADUs complying with a four (4) foot side and four (4) foot rear setback shall not exceed one story and a height of sixteen (16) feet.
  2. On a lot that is within one-half ( $\frac{1}{2}$ ) of one mile walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined in section 21155 of the Public Resources Code, attached or detached ADUs complying with a four (4) foot side and four (4) foot rear setback shall not exceed one story and a height of eighteen (18) feet. A local agency shall also allow an additional two (2) feet in height to accommodate a roof pitch on the accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit.
  3. On a lot with an existing or proposed multifamily, multistory dwelling, detached ADUs complying with a four (4) foot side and four (4) foot rear setback shall not exceed a height of eighteen (18) feet.
  4. A height of twenty-five (25) feet or the height limitation of in the zoning ordinance that applied to the primary dwelling, whichever is lower, for an accessory dwelling unit that is attached to the primary dwelling. Pursuant to section 11-1.70.11, residential lots south of Pacific Coast Highway shall obtain a height variation permit for an attached ADU over sixteen (16) feet in height measured from the natural grade. The converted area from the existing dwelling is exempt from this requirement.
  5. Any mandatory accessory dwelling unit height standard adopted by the State subsequent to this ordinance.
- b. Local allowances.
  1. An attached or detached accessory dwelling unit(s) complying with the primary structure's setback requirements of the underlying zone shall not exceed sixteen (16) feet at one story and twenty-seven (27) feet at two (2) stories. An individual ADU shall not exceed two (2) stories. Pursuant to section 11-1.70.11 residential lots south of Pacific Coast Highway shall obtain a



height variation permit for an attached ADU over sixteen (16) feet in height measured from the natural grade. Converted area from the existing dwelling is exempt from this requirement.

2. Subject to a conditional use permit (Sec. 11-1.70.09), each detached accessory dwelling unit upon a key lot or any residential lot abutting a nonresidential zone along the residential lot's rear property line with a twenty (20) foot front yard setback, ten (10) foot secondary front yard setback, five (5) foot side yard setback, and five (5) foot rear yard setback requirement shall not exceed twenty (20) feet if all the following are met. A one-story ADU does not qualify for this height provision; only two-story ADUs or two stacked ADUs may qualify.
  - a. The total combined area for all buildings and structures shall not occupy more than fifty (50) percent of the rear yard setback area.
  - b. Pursuant to section 11-1.70.11 residential lots south of Pacific Coast Highway shall obtain a height variation permit for an attached ADU over sixteen (16) feet in height measured from the natural grade.
  - c. ADU structures with exterior stairs shall locate the stairs on the side of the building facing the front property line.
  - d. Accessible design features.
    - i. Entry route and door route no greater than two (2) percent slope.
    - ii. Door openings 32 (thirty-two) inches clear minimum.
    - iii. One-level ground-floor unit must provide at least one three-quarter or full bathroom that is a minimum of 8 (eight) feet 6 (six) inches by 8 (eight) feet 10 (ten) inches and has minimum clear opening of either 36 inches by 36 inches or 30 inches by 48 inches for toilet and sink, or two-story-unit with 200 feet of ground-floor area must provide an ADA-compliant half-bathroom.
    - iv. Route to bathroom minimum clear opening of 34 (thirty-four) inches.

- v. Light switches, receptables and environmental controls mounted between 15 (fifteen) inches and 48 (forty-eight) inches above the floor.

(4) *Setbacks.*

- a. *Front yard.* Twenty (20) feet to a front property line.
  - 1. *Secondary front.* Ten (10) feet to the property line.
- b. *Side yard.* Four (4) feet to a side property line.
- c. *Rear yard.* Four (4) feet to a rear property line.
- d. *Building separation.* Six (6) feet to the exterior wall of a dwelling, garage, or accessory structure located on the same lot.
- e. Setbacks required by utility easements and recorded setbacks shall be maintained. No portion of an ADU shall be constructed on a public or private easement. Roof eaves may not be eliminated to meet this requirement.
- f. No setback is required for an existing living area or existing accessory structure constructed in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit.
- g. ADUs are not eligible for modifications to yard setbacks pursuant to Article 70.

(5) *Lot coverage.* An accessory dwelling unit exceeding eight hundred (800) square feet shall comply with the lot coverage and floor area ratio of underlying zone requirements of Article 30.

(6) *Useable open space.* Accessory dwelling units exceeding eight hundred (800) square feet shall provide, at a minimum, a continuous private recreation area of two hundred twenty-five (225) square feet with minimum interior dimensions of ten (10) feet. The private recreation shall be open and unobstructed from the ground to the sky and may be located within the interior, street side, or rear setback areas.

(7) *Floor area size.*

a. *Maximum floor area size for new construction units.*

- 1. Attached accessory dwelling units with zero (0) bedrooms or one bedroom are subject to a maximum size of eight hundred fifty (850) square feet or fifty (50) percent of the size of the dwelling unit, whichever is less. Attached accessory dwelling units with two (2) or

more bedrooms are subject to a maximum size of one thousand (1,000) square feet or fifty (50) percent of the size of the dwelling unit, whichever is less. In no event less than eight hundred (800) square feet. Accessory dwelling units located on lots with multifamily dwelling structures shall not exceed eight hundred (800) square feet.

2. Detached accessory dwelling units with zero (0) bedrooms or one bedroom are subject to a maximum size of eight hundred fifty (850) square feet. The maximum size of an accessory dwelling unit with two (2) or more bedrooms is one thousand (1,000) square feet. Accessory dwelling units located on lots with multifamily dwelling structures shall not exceed eight hundred (800) square feet.
  - b. *Minimum floor area size.* An attached or detached accessory dwelling unit shall provide a minimum floor area no less than one hundred fifty (150) square feet.
  - c. *Converted floor area size.* The conversion of an existing accessory structure or a portion of the existing primary dwelling to an accessory dwelling unit is not subject to the maximum floor area size requirement when no expansion or addition is proposed beyond the physical dimensions of the structure or dwelling other than an expansion of not more than one hundred fifty (150) square feet limited to accommodating ingress and egress for the purpose of an accessory dwelling unit; otherwise the converted floor area size shall be governed by the maximum floor area size requirement.
  - d. An accessory dwelling unit shall not be subject to the accessory buildings and structures requirements of section 11-1.30.05.
  - e. Accessory structures including, but not limited to garages and patios attached to accessory dwelling units shall comply with section 11-1.30.05—Accessory buildings and structures.
- (8) *Floor area ratio.* In general, the floor area ratio for all ADUs shall be subject to the floor area ratio requirements of section 11-1.30.02. However, ADUs which are eight hundred (800) square feet or less are exempt from floor area ratio calculation.
- (9) *Density.* For purposes of calculating allowable density under the General Plan and Zoning Code an accessory dwelling unit is an accessory use that does not count toward the allowable density for the lot.
- (10) *Parking and vehicular access.*
  - a. One parking space is required per accessory dwelling unit.

- b. Parking shall be located on the same lot containing the accessory dwelling unit and may be provided as tandem parking on a driveway. Parking shall conform to the requirements of Article 66.
- c. Parking for the accessory dwelling unit is waived pursuant to section 65825.2(d)(1) through (5) of the Government Code.
- d. Replacement parking is not required if a garage or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit

(11) *City and public utilities.*

- a. All ADUs must be connected to public utilities, or their private equivalent, including water, electric, and sewer services. For example, if required by the building standards code, dwelling units that are proposed to be installed on a property with only septic tanks are prohibited.
- b. Except for ADUs created solely by converting an existing single-family dwelling or a single-family accessory structure, the city may require a separate utility connection.

(12) Design standards applicable to new construction of ADUs exceeding eight hundred (800) square feet and ADUs converted from existing structures adding more than one hundred fifty (150) square feet.

- a. Building architecture including roof type, roof pitch, exterior materials, finishes and color shall match the primary dwelling.
- b. Address numerals of all dwelling units shall be clearly visible from the street or displayed in a building directory.
- c. ADUs shall have a main entrance separate from the primary dwelling.
- d. New entry door shall not open directly toward an alley.
- e. Replacement of the garage door shall include a new façade. The new façade shall include a minimum of one window or entryway.
- f. Entryway shall include an exterior light fixture.
- g. Tree preservation: Any plans for an addition or new construction shall identify the location of any mature trees onsite and provide protective measures to ensure the preservation of mature trees. A mature tree is defined as any tree having a main trunk or stem measuring twenty-four (24) inches in diameter or seventy-five (75) inches in circumference, measured at a height of four and one-half (4½) feet

above ground level at the root crown. A removal includes moving a tree or removing more than one-third of a tree's vegetation. Sites without an existing mature tree must provide at least two 24-inch box trees within the front yard setback or open space area.

(13) Owner-occupancy shall adhere to Government Code section 65852.2.

(14) *Illegal accessory dwelling units.* This section shall not validate any existing illegal accessory dwelling units. Any conversions from illegal units to a conforming legal accessory dwelling unit shall be considered a new accessory dwelling unit subject to the provisions of this section.

- a. Effective January 1, 2020, the property owner of a lot containing an accessory dwelling unit built before January 1, 2020, that receives a notice to correct a violation of building standards may submit an application to the community development department requesting that enforcement of the violation be delayed for up to five (5) years on the basis that correcting the violation is not necessary to protect health and safety as determined by the building official; provided, that all other violations not related to the accessory dwelling unit are corrected. This provision shall expire on January 1, 2030, as provided in state law.

(E) *Junior accessory dwelling units.*

(1) *Purpose.* The purpose of this section, junior accessory dwelling units, is to provide for the creation of junior accessory dwelling units consistent with California Government Code section 65852.22, as amended from time to time. In any instance where there is conflict, state law shall govern.

(2) *Definitions.*

- a. *Junior accessory dwelling unit* is a unit no more than five hundred (500) square feet in size and contained entirely within a proposed or existing single-family dwelling or within the walls of a garage attached to an existing single-family dwelling. It shall include permanent provisions for living, sleeping, eating, and cooking. A junior accessory dwelling unit shall not be operated as a short-term rental or rented for a period less than thirty (30) days.

(3) *Applicability and permissible use.*

- a. Junior accessory dwelling units are allowed on lots that contain a proposed or existing single-family dwelling. Junior accessory dwelling units are not allowed on a lot with more than one residence.

- b. Junior accessory dwelling units may be combined with an accessory dwelling unit on lots located within a residential or mixed-use zone with a proposed or existing single-family dwelling as provided in section 65852.2(e) of the Government Code.
  - c. Junior accessory dwelling units are prohibited on lots that contain multiple detached single-family dwellings.
- (4) *Development standards and requirements.* Junior accessory dwelling units shall comply with the following development standards and requirements:
- a. *Number of units.* One junior accessory dwelling unit shall be allowed on a lot.
  - b. *Owner-occupancy.* The property owner shall reside on the lot. The owner may reside in the remaining portion of the single-family dwelling or the newly created junior accessory dwelling unit.
  - c. *Covenant restriction.* A covenant restriction shall be completed and recorded, as provided in subsection (13) of this section.
  - d. *Location of junior accessory dwelling unit.* A junior accessory dwelling unit shall be created within the walls of a proposed or existing single-family dwelling or within the walls of a garage attached to an existing single-family dwelling.
  - e. *Separate entry required.* An exterior entrance is required for all junior accessory dwelling units, independent of the exterior entrance for the single-family dwelling, and shall not open directly toward an alley.
  - f. *Kitchen requirements.* The junior accessory dwelling unit shall include an efficiency kitchen, which includes a cooking facility with appliances, a food preparation counter, and storage cabinets that are reasonable to size of the unit.
  - g. *Common sanitation.* Where a junior accessory dwelling unit shares the bathroom facilities contained in the single-family dwelling, a direct unobstructed interior connection shall be provided at all times between the junior accessory dwelling unit and the bathroom facilities, and the interior connection shall not require passage through a locked door (except for a privacy lock on the bathroom door) or passage outside of the gross floor area of the junior accessory dwelling unit or single-family dwelling.
- (5) *Design standards.*

- a. Building architecture, exterior materials, finishes, and color shall match the primary dwelling.
  - b. Address numerals of all dwelling units shall be clearly visible from the street or displayed in a building directory.
  - c. JADUs shall have a main entrance separate from the primary dwelling.
  - d. New entry door shall not open directly toward an alley.
  - e. Replacement of the garage door shall include a new façade. The new façade shall include a minimum of one window or entryway.
  - f. Entryway shall include an exterior light fixture.
- (6) *Parking.* No parking is required for the junior accessory dwelling unit beyond the required parking for the proposed or existing single-family dwelling. However, replacement parking for the existing single-family dwelling is required when an attached garage or portion thereof is converted to a junior accessory dwelling unit. Parking shall conform to the requirements of Article 66.
- (7) *Setbacks and other zoning regulations.* The junior accessory dwelling unit shall be considered a part of the single-family dwelling and shall be subject to the same requirements of the underlying zoning district as required for the single-family dwelling.
- (8) *Density.* For purposes of calculating allowable density under the General Plan and Zoning Code a junior accessory dwelling unit is an accessory use that does not count toward the allowable density for the lot.
- (9) *Maximum floor area.* A junior accessory dwelling unit shall not exceed five hundred (500) square feet in floor area.
- (10) *Minimum floor area.* A junior accessory dwelling unit shall provide a minimum floor area of no less than one hundred fifty (150) square feet.
- (11) *Utility service.* For purposes of providing service for water, sewer, or power, including a connection fee, a junior accessory dwelling unit shall not be considered a separate or new dwelling unit. An inspection may be assessed to confirm the junior accessory dwelling unit complies with development standards.
- (12) *Illegal junior accessory dwelling units.* This section shall not validate any existing illegal junior accessory dwelling units. Any conversions from illegal units to a conforming legal junior accessory dwelling unit shall be

considered a new junior accessory dwelling unit subject to the provisions of this section.

(13) *Covenant restriction.*

- a. Prior to issuance of the building permit for a junior accessory dwelling unit, a covenant restriction, approved by the city attorney, shall be recorded with the Los Angeles County Recorder's Office, which shall include the pertinent restrictions and limitations of a junior accessory dwelling unit identified in this section. Said covenant restriction shall run with the land and shall be binding upon any future owners, heirs, or assigns. A copy of the recorded covenant restriction shall be filed with the community development department as part of the building permit application. The recorded covenant restriction shall state that:
  1. The junior accessory dwelling unit shall not be sold separately from the single-family dwelling
  2. The junior accessory dwelling unit shall be restricted to the maximum size allowed per the development standards
  3. The junior accessory dwelling unit shall be considered legal only so long as either the single-family dwelling or the junior accessory dwelling unit is occupied by the property owner
  4. The junior accessory dwelling unit shall not be operated as a short-term rental or rented for periods less than thirty (30) days
  5. The restrictions shall be binding upon any successor in ownership of the property, and lack of compliance with this provision may result in legal action against the property owner, including revocation of any right to maintain a junior accessory dwelling unit on the property.”

Section 5. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this ordinance or any part hereof is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of this ordinance or any part thereof. The City Council of the City of Lomita hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared invalid.

Section 6 . Effective Date

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



**PASSED, APPROVED, AND ADOPTED**, this 2<sup>nd</sup> day of April 2024.

\_\_\_\_\_  
Bill Uphoff, Mayor

ATTEST:

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

**APPROVED AS TO FORM:**

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



## CITY OF LOMITA CITY COUNCIL REPORT

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

**FROM:** Joe Hoefgen, Interim City Manager

**MEETING DATE:** April 2, 2024

**SUBJECT:** Reimbursement for California Contract Cities Association  
Conference Registration Submitted by Council Member Waite

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### **RECOMMENDATION**

Review and authorize the requested reimbursement of the Conference Registration expense.

### **BACKGROUND**

Resolution No. 2006-6 (Reimbursement Policy) of the City Council allows for reimbursement of City-related expenditures made by public officials and City staff. Section 11 of the policy states that "City Officials must submit their expense reports within thirty (30) days after an expense is incurred, accompanied by receipts documenting each expense. Restaurant receipts, in addition to any credit card receipts, are also part of the necessary documentation." A copy of the reimbursement policy is included as an attachment to this report.

Council Member Waite is requesting reimbursement for registration costs totaling \$825 for the 2023 Annual Municipal Seminar conducted by the California Contract Cities Association held in May 2023. There were hotel and mileage costs incurred related to Council Member Waite's attendance at this seminar which were reimbursed as part of the June 6, 2023, warrant register. It was an oversight by Council Member Waite in not requesting registration cost reimbursement in June 2023.

Had this conference registration reimbursement request been submitted within the 30-day time period referenced in the Reimbursement Policy, the payment would have been listed as one of the line items in the warrant register. However, given that more than 30 days elapsed since the expense was incurred, approval by the City Council as a separate action is required in order to process this reimbursement.

**OPTIONS:**

1. Approve the requested reimbursement.
2. Do not approve the requested reimbursement.

**FISCAL IMPACT**

As referenced earlier, the total amount requested for reimbursement is \$825.00 for the registration costs of the Annual Municipal Seminar conducted by the California Contract Cities Association. These funds are accounted for as part of the City's regular travel budget.

**ATTACHMENTS**

1. Expense Reimbursement
2. Copy of Reimbursement Policy

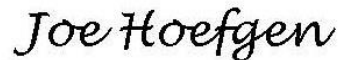
Reviewed by:



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Gary Sugano  
Assistant City Manager

Approved by:



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Joe Hoefgen  
Interim City Manager

Prepared by:



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Susan Kamada  
Administrative Services Director

CLEAR

PRINT



# City of Lomita

## Check Request

TO: Administrative Services Department - Finance Division

Date: 03/14/2024

Please issue a check in the amount of 825.00

Vendor Number \_\_\_\_\_

Pay to the order of Barry Waite

Attention of \_\_\_\_\_

Mailing address \_\_\_\_\_

City / State / Zip \_\_\_\_\_

Remarks:  
Reimbursement for 2023 Annual Municipal Seminar Registration

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

_____	_____	_____	_____
Department Head Signature	Date	Administrative Services Director	Date
_____	_____	_____	_____
Authorized Department Personnel	Date	City Manager	Date

Invoice Date	Invoice Number	Account Code	Amount	Finance Use
03/14/24	031424	100-110-5755.000	825.00	
Total Check Request:			825.00	

## Transaction details

March 9, 2023 at 10:22:40 AM PST | Transaction ID: 66952762E3836103L

Payment received from Barry Waite

Gross amount

Payment Status: Completed

**\$825.00 USD**

We have no postal address on file

Order details	Quantity	Price	Subtotal
2023 Annual Municipal Seminar Registration - Barry Waite	1	\$825.00 USD	\$825.00 USD
		Purchase Total	\$825.00 USD

Payment details	
Purchase Total	\$825.00 USD
Sales Tax	\$0.00 USD
Shipping Amount	\$0.00 USD
Handling Amount	\$0.00 USD
Insurance Amount	\$0.00 USD
Gross Amount	\$825.00 USD
PayPal Fee	-\$29.28 USD
Partner Commission	-\$21.12 USD
Net Amount	\$774.60 USD

Partner Name Constant Contact, Inc.

Invoice ID PR1-38814093

Paid by Barry Waite  
The sender of this payment is **Verified**  
waite@earthlink.net

Payment Sent to marcel@contractcities.org

Custom 1139958058974

Need help?

Go to the Resolution Center for help with this transaction, to settle a dispute or to open a claim.

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Memo 2023 Annual Municipal Seminar Registration

**RESOLUTION NO. 2006-6**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA ESTABLISHING A REIMBURSEMENT POLICY IN ACCORDANCE WITH GOVERNMENT CODE §§ 53232.2 AND 53232.3.**

The City Council of the City of Lomita does find, order and resolve as follows:

**SECTION 1. Findings.**

A. Elected and appointed City Officials are responsible for promoting and protecting public health, safety, and welfare. Among other things, these duties may require City Officials to

1. Discuss the City's concerns with state and federal officials;
2. Participate in regional, state and national organizations that affect the City's interests;
3. Attend educational seminars designed to improve City Officials' skills and provide information; and
4. Promote public service and morale.
5. Attend meetings, ceremonial events and other activities sponsored by constituents, neighborhood groups, business organizations and similar groups.
6. Promote economic development.
7. Meet with constituents, business owners and others with an interest in the City.

B. It is in the public interest to reimburse City Officials' expenses incurred in connection with these activities consistent with the provisions of this Resolution.

**SECTION 2. Declaration of Policy.** This Resolution is adopted in accordance with Government Code §§ 53232.2 and 53232.3 so that the City of Lomita may reimburse appropriate expenses incurred by elected and appointed City officials while on authorized travel or otherwise engaged in the conduct of City business. Absent City Council approval, and only in emergency circumstances, the City will not reimburse City Officials an amount greater than allowed by this Resolution for

expenses incurred during the course of conducting City business.

SECTION 3. Definitions. Unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in this Resolution:

A. "City Officials" means members of the City Council and members of boards, commissions, and committees appointed by the City Council;

B. "Reimbursement" means all forms of payment for expenses incurred by City Officials in the course of their official duties whether paid directly by the City (including without limitation, with a City-issued credit card) or advanced by City Officials with personal funds and later reimbursed from City funds.

SECTION 4. City Business – Authorized Activities.

A. Expenses incurred while engaging in the following City business activities are generally authorized expenses if all requirements of this Resolution are fulfilled:

1. Communicating with representatives of regional, state and national government on City adopted policy positions;
2. Attending educational seminars designed to improve City Officials' skill and information levels. A list of recognized meetings is attached as Exhibit "A," and incorporated by reference;
3. Participating in regional, state and national organizations whose activities affect the City's interests;
4. Recognizing service to the City (for example, thanking a longtime employee with a retirement gift or celebration of nominal value and cost);
5. Attending City events; and
6. Attending meetings with constituents, neighborhood groups, business organizations, and attending conferences for the City-approved purpose of attracting or retaining businesses to the City.

B. Expenditures incurred in connection with activities or events not listed in Paragraph A above require prior approval by the City Council. In

addition, the following require City Council preauthorization:

1. Out-of-state travel (including international); and
2. Expenses foreseeably exceeding \$2000 per trip.

**SECTION 5. Unauthorized Expenses:** The City will not reimburse City Officials for expenses incurred outside the scope of the City Official's duties including, for example and not limitation, the following:

A. The personal portion of any trip. For example, if a City Official elects to travel to an event in advance or stay longer on personal business, the City need only reimburse the City Official for roundtrip travel costs and costs incurred during the event's duration;

B. Political or charitable contributions or events;

C. Family expenses, including partner's expenses when accompanying a City Official on City-related business, as well as children- or pet-related expenses;

D. Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf related expenses), or other cultural events;

E. Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or gasoline; and

F. Personal losses incurred while on City business.

G. Expenses for which City Officials receive reimbursement from another agency are not reimbursable.

Any questions regarding the propriety of a particular type of expense should be resolved by the City Council before the expense is incurred.

**SECTION 6. Transportation.**

A. *Generally.* City Officials must use the most economical mode and class of transportation reasonably consistent with scheduling needs and cargo space requirements, using the most direct and time-efficient route. Government and group rates must be used when available.

B. *Airfare.* Airfares that are equal or less than those available through the Enhanced Local Government Airfare Program offered through the League of California Cities ([www.cacities.org/travel](http://www.cacities.org/travel)), the California State



Association of Counties ([www.csac.counties.org/default.asp?id=635](http://www.csac.counties.org/default.asp?id=635)) and the State of California are presumed to be the most economical and reasonable for purposes of reimbursement under this policy.

*C. Automobile.*

1. Automobile mileage is reimbursed at Internal Revenue Service rates presently in effect (see [www.irs.gov](http://www.irs.gov)). For 2006, the rate is 44.5 cents per mile. These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle. This amount does not include bridge and road tolls, which are also reimbursable. The amount of reimbursable mileage shall not exceed the amount of an airline ticket purchased 10-days in advance, using the City's rate, from a commercial carrier.
2. Only travel for City business outside of Lomita is authorized for reimbursement.
3. A City Official may leave from his/her home for City business. However, the City will not reimburse mileage that exceeds mileage from City Hall to the destination point.

*D. Car Rental.* Rental rates that are equal or less than those available through the State of California's website ([www.catravelsmart.com/default.htm](http://www.catravelsmart.com/default.htm)) are considered the most economical and reasonable for purposes of reimbursement under this policy.

*E. Taxis/Shuttles.* Taxis or shuttles fares may be reimbursed, including a 15 percent gratuity per fare, when the cost of such fares is equal or less than the cost of car rentals, gasoline and parking combined, or when such transportation is necessary for time-efficiency.

*F. Airport Parking.* Long-term parking must be used for travel exceeding 24-hours.

*G. Other.* Baggage handling fees of up to \$1 per bag and gratuities of up to 15 percent will be reimbursed.

SECTION 7. Lodging.

A. Lodging expenses will be reimbursed only at the single occupancy rate for rooms.

B. Lodging expenses will be reimbursed for when travel on official City

business reasonably requires an overnight stay.

C. Conferences/Meetings. If lodging is associated with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking.

D. Other Lodging. Travelers must request government rates, when available. A listing of hotels offering government rates in different areas is available at [www.catravelmart.com/lodguideframes.htm](http://www.catravelmart.com/lodguideframes.htm). Lodging rates that are equal or less to government rates are presumed to be reasonable and hence reimbursable for purposes of this policy. In the event that government rates are not available at a given time or in a given area, lodging rates that do not exceed the IRS per diem rates for a given area are presumed reasonable and hence reimbursable.

SECTION 8. Meals and Incidental Expenses.

A. For meals associated with City business within Lomita, a City Official may be reimbursed up to the following amounts upon presentation of receipts and documentation of the nature of City business conducted during which the expense was incurred:

Breakfast: \$15.00

Lunch: \$20.00

Dinner: \$30.00

B. For meals associated with City business outside of Lomita where an overnight stay is required, a City Official may claim a per diem in accordance with the meals and incidental expenses (M&IE) rates established by IRS Publication 1542.

1. The time calculations for per diem starts when the City Official begins travel. For each 24-hour period thereafter, the City Official can claim the full per diem amount.
2. If there is a period of time at the end of the trip that is less than 12 hours, the City Official cannot claim more than one-half (1/2) the per diem rate.
3. Receipts are not required to claim per diem.
4. Any reimbursement claim for expenses that exceed the per diem rate may constitute additional income for tax

purposes.

C. The City does not pay for alcohol/personal bar expenses.

SECTION 9. Telephone/Fax/Cellular/Internet. City Officials will be reimbursed for actual telephone, internet access and fax expenses incurred on City business. Telephone bills should identify which calls were made on City business. For cellular calls when the City Official has a particular number of minutes included in the City Official's plan, the City Official can identify the percentage of calls made on public business.

SECTION 10. Cash Advance Policy.

A. From time to time, it may be necessary for a City Official to request a cash advance to cover anticipated expenses while traveling or doing business on the City's behalf. Such request for an advance should be submitted to the City Administrator 15 days before the need for the advance with the following information:

1. The purpose of the expenditure(s);
2. The benefits of such expenditure to the residents of the City;
3. The anticipated amount of the expenditure(s) (for example, hotel rates, meal costs, and transportation expenses); and
4. The dates of the expenditure(s).

B. Any unused advance must be returned to the City's Finance Department within two business days of the City Official's return, along with an expense report and receipts documenting how the advance was used in compliance with this Resolution.

C. In the event the City Administrator is uncertain as to whether a request complies with this policy, the City Administrator must seek City Council approval.

SECTION 11. Expense Report Content And Submission Deadline.

A. All cash advance expenditures, credit card expenses and expense reimbursement requests must be submitted on an expense report form provided by the City.

B. Expense reports must document that the expense in question met the

requirements of this policy. For example, if a meeting is with a legislator, the City Official should explain whose meals were purchased, what issues were discussed and how those relate to the City's adopted legislative positions and priorities.

C. City Officials must submit their expense reports within thirty (30) days after an expense is incurred, accompanied by receipts documenting each expense. Restaurant receipts, in addition to any credit card receipts, are also part of the necessary documentation.

D. Inability to provide such documentation in a timely fashion may result in the expense being borne by the City Official.

E. All expenses are subject to verification that they comply with this policy.

SECTION 12. Reports to City Council. At the City Council meeting following an activity, each City Official must briefly report on meetings attended at City expense. If multiple City Officials attended, a joint report may be made.

SECTION 13. Compliance With Laws. Some expenditures may be subject to reporting under the Political Reform Act and other laws. All agency expenditures are public records subject to disclosure under the California Public Records Act.

SECTION 14. Violation Of This Policy. Use of public resources or falsifying expense reports in violation of this Resolution may result in any or all of the following:

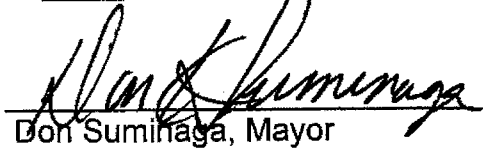
- A. Loss of reimbursement privileges;
- B. A demand for restitution to the City;
- C. The City's reporting the expenses as income to the City Official to state and federal tax authorities;
- D. Civil penalties of up to \$1,000 per day and three times the value of the resources used; and
- E. Prosecution for misuse of public resources.

SECTION 15. If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Resolution are severable.

SECTION 16. The City Clerk is directed to certify the passage and adoption of this Resolution; cause it to be entered into the City of Lomita book of original Resolutions; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Resolution, cause it to be published or posted in accordance with California law.

SECTION 17. This Resolution will become effective immediately upon its adoption.

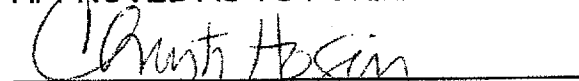
PASSED AND ADOPTED this 17<sup>th</sup> day of JANUARY, 2006.

  
Don Suminaga, Mayor

ATTEST:

  
Dawn Tomita, City Clerk

APPROVED AS TO FORM:

  
Christi Hogin, City Attorney

**EXHIBIT A**

<b>Name of Conference</b>	<b>Length (In Days)</b>
Any conference or travel approved in the budget	3
League of California Cities Annual Conference	4
Annual Meeting of the Employee Relations Inst. League of California Cities	4
Annual Meeting of the California City Clerks Assn.	3
Annual League of California Cities Conference for Planning Commissioners	3
Annual Legislative Conference League of California Cities	1
National Conference of the International City/County Administrators Association	4
Mayors and Councilmembers Institute League of California Cities	3
California Joint Powers Authority Annual Meeting	1
Annual Meeting of the California Chapter of the American Planning Assn	4
National Conference of American Planning Assn.	5
CAL-ED/IMPACT Conference	4
Annual Meeting of California Contract Cities Association	3
Legislative Orientation Tour (California Contract Cities Association)	3
League of California Cities Mayors and Councilmembers Department	3
League of California Cities Annual Redevelopment Conference	3
League of California Cities Department Conferences	3
California JPIA Risk Management Conference	2



## CITY OF LOMITA CITY COUNCIL REPORT

Item No. SCH 8a

**TO:** Mayor and City Council

**FROM:** Joe Hoefgen, Interim City Manager

**MEETING DATE:** April 2, 2024

**SUBJECT:** Discussion and Consideration of a City Manager Employment Agreement Between the City of Lomita and Andrew Vialpando

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### **RECOMMENDATION**

Approve the City Manager Employment Agreement between Andrew Vialpando and the City of Lomita.

### **BACKGROUND**

Prior to former City Manager Ryan Smoot's departure from Lomita to serve as City Manager of the City of Bellflower, the City Council retained Tripepi Smith Talent Solutions to conduct the City Manager recruitment and appointed Joe Hoefgen to serve as Interim City Manager. In accordance with the previously approved timeline, the City Council has completed the recruitment and is prepared to appoint a successor City Manager.

As a result of the City Manager recruitment, the city received over 50 applications from interested and many well-qualified candidates. Following interviews with finalist candidates on February 28 and 29, 2024, the City Council identified Mr. Andrew Vialpando as the preferred candidate. As a follow-up to subsequent discussions, an Employment Agreement with Mr. Vialpando has been prepared by the City Attorney and is being presented for Council review and approval at tonight's meeting.

Mr. Vialpando currently serves as Assistant City Manager of the City of Paramount, a position he has held since January 2020, and he brings over 20 years of experience in local government. Over the years, he has worked in a variety of areas which will be beneficial to Lomita, including budgeting, economic development, community engagement, management of capital improvement projects, human resources, communications, and organizational development.

He has a Bachelor's Degree in Political Science from UC Santa Barbara and a Master's degree in Public Administration from California State University, Fullerton. Prior to joining the City of Paramount, Mr. Vialpando worked for the City of Long Beach holding the positions of Administrative Deputy to the City Manager and Assistant to the City Manager.

He previously worked for the City of La Mirada as Senior Administrative Analyst and previously as Administrative Analyst. His background also includes earlier work with the Cities of Santa Barbara and Santa Fe Springs.

In his current position as Paramount’s Assistant City Manager, he manages their Administrative Services Department overseeing Human Resources, Governmental Relations, Economic Development, Communications, and Information Technology. Additionally, in Paramount he oversees interdepartmental operations, manages special projects, coordinates capital improvement projects and leads a variety of organizational initiatives.

Based on Mr. Vialpando’s skills and abilities, in addition to having a successful work history in city government, he is uniquely qualified to serve as Lomita’s next City Manager.

**DISCUSSION**

The attached employment agreement was prepared by the City Attorney with input from the Mayor and City Council and incorporates the terms and conditions of Mr. Vialpando’s appointment as City Manager with highlights of the proposed contract provided below:

Start Date:	May 1, 2024
Term:	Agreement continues unless terminated in accordance with specified conditions
Base Salary:	\$240,000 annually
Benefits & Other Compensation:	Management benefits and leave allocations are consistent with those of Department Heads  City to contribute \$23,000 annually towards deferred compensation
Severance	City to Pay six months salary and medical benefits for termination without cause. Additional severance available via the California Joint Powers Insurance Authority Separation Benefit in specified circumstances
Automobile & Phone Allowances	\$400 monthly in lieu of receiving a City vehicle \$75 monthly in lieu of receiving a City cell phone
Retirement Benefit Contributions	City to pay Employer’s share and Employee to pay 7% towards the CalPERS 2% at Age 60 Retirement Benefit



Mr. Vialpando has approved the attached agreement and is prepared to officially begin work as Lomita City Manager effective May 1, 2024.

**OPTION**

1. Approve the agreement.

**FISCAL IMPACT**

The FY 2022-23 adopted budget includes sufficient resources to cover the terms included in this employment agreement.

**ATTACHMENTS**

1. Employment Agreement

Approved by:

*Joe Hoefgen*

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Joe Hoefgen  
Interim City Manager

**EMPLOYMENT AGREEMENT BETWEEN  
THE CITY OF LOMITA AND ANDREW VIALPANDO**

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into effective May 1, 2024, between the City of Lomita, a municipal corporation ("City") and Andrew Vialpando ("Vialpando") as follows:

**RECITALS**

A. Based on his education, skills, and expertise, it is the desire of the City Council of the City ("Council") to employ the services of Vialpando as City Manager of the City, as provided by the City Municipal Code and state law.

B. Vialpando desires to perform and assume responsibility for the provision of City Manager services to the City, on an at-will basis, as City Manager of City.

C. It is the desire of the City Council of the City ("Council"), to provide certain benefits, establish certain conditions of employment and to set working conditions of Vialpando.

D. It is the desire of the Council to (1) secure and retain the services of Vialpando and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring Vialpando 's morale and peace of mind with respect to future security, and (3) to provide a means of terminating Vialpando's services if City may desire to terminate his employment.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants herein contained, the parties agree as follows:

Section 1 — Employment

City hereby agrees to employ Vialpando as City Manager to perform the functions and duties specified in the City Municipal Code and the Government Code of the State of California, and Vialpando agrees to accept such employment. The City reserves the right to amend the municipal code, including the provisions related to the duties and functions of the City Manager, without the need to amend this Agreement or obtain acquiescence from Vialpando. Vialpando shall perform the duties and responsibilities imposed by law, industry standards, and such legally permissible further duties and functions as shall, from time to time, be assigned by the Council. Vialpando shall perform all such functions and duties to the best of his abilities in an efficient, competent, and ethical manner. Vialpando shall not consult or engage in non-City connected business or employment without the prior knowledge and express written consent of the City Council.

Vialpando shall devote the time necessary to properly perform his duties as City Manager. The parties anticipate that Vialpando will work a full-time schedule allocated between regular business hours and hours outside of regular business hours including, without limitation, attendance at regular and special City Council meetings. Toward that end, Vialpando shall be at City Hall every day that it is open but with the allowed reasonable flexibility in setting his own office hours, provided the schedule of such hours provides a significant presence at City Hall. Vialpando shall be reasonably available to the City Council, City staff, and members of the

community for the performance of his duties and of City business. Vialpando may perform work off site as appropriate.

## Section 2 — Term

The Agreement shall be effective as of May 1, 2024 (“Effective Date”), and shall continue unless terminated by the parties as set forth in the Agreement.

## Section 3 — Termination and Severance Pay

### A. By Vialpando

Vialpando may terminate this Agreement upon giving at least 30 days’ written notice of resignation to City, or sooner by mutual agreement. In the event that Vialpando exercises his right to terminate this Agreement by giving at least 30 days’ notice, or sooner by mutual agreement, Vialpando will not be entitled to the severance benefits as set forth below in this Agreement or to any other similar termination benefits under law or City rules or regulations, provided however, that Vialpando will be entitled to payment for work performed through his resignation date and accrued leave, as set forth below, as well as any benefits required by applicable law. This Agreement shall automatically terminate upon Vialpando's death, retirement, or permanent incapacity (a disability or medical condition which cannot be reasonably accommodated by City and upon completion of any other legally required process), which will effectively operate as a resignation.

Vialpando hereby expresses his intent to remain as City Manager for a period of not less than five (5) years from the Effective Date of this Agreement.

### B. By City

The Parties understand and agree that Vialpando, in his capacity as City Manager is “at-will” and serves at the pleasure of the Council, subject to termination pursuant to the terms of the Agreement without cause, and with no right to any hearing or appeal, including any “*Skelly* conference,” other than the rights expressly provided in the Agreement. The City may terminate this Agreement, and Vialpando’s employment, either at-will or for cause as set forth below, by a majority vote of the whole Council. The word “termination” shall not include the City’s election not to extend the term of this Agreement.

1. At-Will: City may terminate this Agreement, without cause and with or without notice. In the event that this Agreement is terminated without cause, Vialpando shall be entitled to severance benefits under this Agreement, consistent with the requirements as set forth below in Section 3(C). Vialpando may not be terminated under this provision for at-will termination by the City within ninety (90) days following a City General Municipal Election where one or more Council seats are contested on the ballot of such election (the "election cool-off period").

2. For Cause Termination: City may terminate this Agreement “for cause,” as defined below. Vialpando will not be entitled to severance if his employment is terminated by City at

any time for cause. Cause for termination shall be defined for purposes of this Agreement as: (i) malfeasance, (ii) gross negligence, (iii) fraud, (iv) serious misconduct (substantiated through an independent investigation) which would constitute a violation of City policy, or state or federal law, (v) moral turpitude, or (vi) conviction of a felony on the part of Vialpando. Conviction for purposes of this Agreement includes a judgment entered after a trial, plea of guilty or plea of nolo contendere.

### C. Severance

In the event that Vialpando's employment is terminated by Council without cause ("at-will"), during the term of this Agreement and while Vialpando is willing and able to perform the duties of City Manager, Vialpando shall be entitled to a lump sum cash settlement equal to six (6) months of which will be paid by the City. Up to an additional six (6) months may be available through the California Joint Powers Insurance Authority--subject to the terms of that insurance--starting in the seventh month after termination if Vialpando is unemployed, or receiving a salary less than defined in this Agreement (in which case Vialpando would not be eligible to receive more than the difference in salary between his then current salary and the salary defined in this Agreement). The severance amount is calculated on base pay, exclusive of incentive or bonus pay, benefits and other non-cash remuneration, except that health benefits will be continued, at the same level of City contribution provided Executive Management level employees (and at the same coverage election as at the time of termination), for the same period as the severance (up to six months) or until Vialpando begins other employment, whichever occurs first. To receive severance, Vialpando must execute a Settlement Agreement and General Release satisfactory to the City. In the event Vialpando elects not to sign the Settlement Agreement and General Release, Vialpando will not be entitled to severance pay.

Vialpando will not be entitled to severance if his employment is terminated by the Council at any time for cause, or if Vialpando resigns, retires or cannot perform the essential functions of the position even with reasonable accommodations due to death, a medical condition or disability.

### D. General Waiver and Release

The promise and tender of payment to Vialpando, of any severance compensation payable herein, is in lieu of any damages which Vialpando might claim arising out of the employment relationship (including the termination thereof) between the parties, including lost wages, breach of contract, express or implied, breach of covenant of good faith and fair dealing, emotional distress and anxiety, or any similar contractual and personal injury claims.

### E. Abuse of Office

Pursuant to Government Code section 53243, et seq., if Vialpando is convicted of a crime involving an abuse of his office or position, as defined below, all of the following shall apply upon final conviction: (1) if City Manager is provided with administrative leave pay pending an investigation, Vialpando shall be required to fully reimburse such amounts paid; (2) if City, in its discretion, pays for the criminal legal defense of City Manager, Vialpando shall be

required to fully reimburse such amounts paid; and (3) if this Agreement is terminated, any cash settlement related to the termination that Vialpando may receive from City shall be fully reimbursed to City. For purposes of this Section, "abuse of office or position" means either: (1) an abuse of public authority, including waste, fraud, and violation of the law under color of authority as those crimes are specifically defined under specific provision of California statute, or (2) a crime against public justice, including a crime described in Title 7 commencing with section 92 of the Penal Code or as specifically defined under separate provision of California statute.

#### F. Revolving Door

Vialpando shall comply with Lomita Municipal Code Title II, Chapter 5 (Revolving Door) for a period of two years following separating service from the City. This section shall survive termination of this Agreement.

#### Section 4 – Salary

As of the Effective Date, City agrees to pay Vialpando for his services rendered pursuant hereto an annual base salary of Two Hundred and Forty Thousand Dollars (\$240,000.00), payable in installments at the same time as other employees of City are paid. City will consider additional potential increases to Vialpando's salary (including COLAs) based on performance, comparative salaries and the finances of the City.

#### Section 5 — Benefits

Vialpando shall receive the same fringe benefits provided to other Executive Management level employees, as may be established and amended from time to time, unless specifically amended by this Agreement.

#### Section 6 – Retirement.

City shall contribute to the employer's portion of Employee's membership in the Public Employees Retirement System pursuant to the "2% at 60" PERS plan formula. Vialpando will contribute and bear the cost of the employee's portion of PERS membership.

#### Section 7 — Automobile/Telephone

City agrees that upon proof of insurance coverage in an amount acceptable to City, City shall provide Vialpando with a Four Hundred Dollar (\$400) monthly automobile allowance. Vialpando agrees to adhere to all laws, regulations, and City policies applicable to vehicles, driving, or traffic when operating his vehicle on City-related business.

City also agrees to provide a monthly cell phone allowance of Seventy-Five Dollars (\$75.00) to Vialpando. At the termination of this Agreement, Vialpando shall, for a period of at least ninety (90) days, redirect to City all calls and/or messages received on his cell phone that relate to City business.

## Section 8 — Holidays

Vialpando shall be entitled to the same holidays as other Executive Management level employees.

## Section 9 — Deferred Compensation

Vialpando is entitled to participate in City's deferred compensation program. City will contribute a maximum of \$23,000 per year to Vialpando's deferred compensation account on an annual basis, spread over 24 equal payments.

## Section 10 — Vacation, Sick, and Executive Leave

Vialpando shall begin accumulating vacation leave beginning at Tier 2 level at the same rate as Executive Management level employees on the Effective Date.

Vialpando shall accrue sick leave beginning on the Effective Date at the same rate as Executive Management level employees. Sick leave shall be used only in case of sickness or disability of Employee or a member of his immediate family or as otherwise allowed by law. Sick leave has no cash value.

Vialpando shall receive Seventy-Two (72) hours of executive leave upon hire. Thereafter, executive leave will accrue beginning one year after the Effective Date at the same rate as Executive Management level employees. Unused executive leave is not compensable or subject to cash-out upon separation.

## Section 11 — Dues and Subscriptions

City agrees to pay for the professional dues and subscriptions of Vialpando necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the City. Dues shall include but not be limited to the International City and County Management Association (ICMA) and the California City Management Foundation (CCMF).

## Section 12 — Professional Development

- A. City hereby agrees to pay the reasonable travel and subsistence expenses of Vialpando for professional and official travel, meetings and occasions adequate to continue the professional development of Vialpando and to adequately pursue necessary official and other functions for City, including but not limited to, International City and County Management Association, California City Management Foundation and League of California Cities and other professional associations.
- B. City also agrees to pay for the reasonable travel and subsistence expenses of Vialpando for short courses, institutes and seminars that are necessary for his professional development and for the good of the City.

- C. City recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Vialpando, and hereby agrees to pay said general expenses subject to submission of written receipts and documentation of such expenses.

#### Section 13 — Performance Evaluation

- A. The Council shall review and evaluate the performance of Vialpando six-months after the effective date, and again six month later approximately on May 1, 2025, (which shall serve as the Anniversary date) and at least once annually thereafter. A full, formal review and evaluation shall be conducted each year on or before the anniversary date of the Anniversary Date. The Mayor of City shall provide Vialpando with a summary written statement of the findings of the Council and provide an adequate opportunity for Vialpando to discuss his evaluation with the Council. Said criteria may be modified as the Council may from time to time determine in consultation with Vialpando.
- B. Annually, the Council and Vialpando shall define such goals and performance objectives which they determine necessary for the proper operation of the City, and in the attainment of the Council's policy objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

#### Section 14 — Indemnification

In accordance with and consistent with applicable law, City shall provide Vialpando with indemnification from and against any and all claims, actions, or causes of action of any kind for which Vialpando may be held liable and which arise out of or relate to Vialpando's performance of his job duties at City.

In addition and in accordance with and consistent with applicable law, City shall defend, at City's expense and with counsel of City's choosing any action, claim, or proceeding in which Vialpando is named and which alleges actions on the part of Vialpando, or failures to act, within the scope of the above-referenced indemnity obligation.

Any funds provided for the legal criminal defense of Vialpando, if such were authorized, shall be fully reimbursed to City if Vialpando were convicted of a crime involving an abuse of his office or position, in accordance with Government Code section 53243.1.

#### Section 15 - Bonding

City shall bear the full cost of any fidelity or other bonds required of Vialpando, acting as City Manager of the City, under any law or ordinance.

#### Section 16 — Other Terms and Conditions of Employment

- A. The Council, in consultation with Vialpando, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Vialpando, provided such terms and conditions are not inconsistent with or in conflict with the provisions of the Agreement or State or Federal law.

- B. All provisions of the City Municipal Code and regulations and rules of City relating to vacation and sick leave, retirement and pension system contributions, life insurance, holidays and other fringe benefits and working conditions as they now exist, or thereafter may be amended, which apply to Non-Represented Management employees, except as otherwise set forth herein, shall also apply to Vialpando.

#### Section 17 — Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid and addressed as follows:

City	City of Lomita 24300 Narbonne Ave. Lomita, CA 90717 Attn: Human Resources
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Andrew Vialpando    Address on file

Alternatively, notices required pursuant to the Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

#### Section 18 — General Provisions

- A. The text herein shall constitute the entire Agreement between the parties.
- B. The Agreement shall become effective as provided herein.
- C. No provision of the Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing by the City and Vialpando.
- D. The Agreement shall be binding upon, or shall inure to the benefit of, the respective heirs, executors, administrators, successors and assigns of the parties provided however, that Vialpando may not assign Vialpando 's obligations hereunder.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal proceeding which may be initiated by either party relating to this Agreement shall be brought in the courts of Los Angeles County, California or in the Central District of California.
- F. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- G. Vialpando acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware



of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in the Agreement.

IN WITNESS WHEREOF, the City and Vialpando have signed and executed the Agreement as of the day and year first above written.

CITY MANAGER

CITY OF LOMITA

\_\_\_\_\_  
Andrew Vialpando

\_\_\_\_\_  
Bill Uphoff, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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



## CITY OF LOMITA CITY COUNCIL REPORT

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

**FROM:** Joe Hoefgen, Interim City Manager

**PREPARED BY:** Carla Dillon, P.E., Public Works Director  
Frederic Aboujaoude, P.E., Principal Engineer

**MEETING DATE:** April 2, 2024

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

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### **RECOMMENDATION**

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

### **BACKGROUND**

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

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

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

Under the provisions of the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500), the

Council must pass a Resolution of Intent and schedule a public hearing date if it desires to levy and collect annual assessments to pay for the ongoing maintenance and servicing of the existing landscape improvements, trails (pathways) and appurtenant improvements and facilities within the District.

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

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

### **OPTIONS**

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

### **FISCAL IMPACT**

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

### **ATTACHMENTS**

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

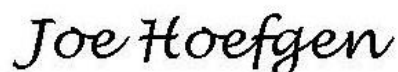
Reviewed by:



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Gary Y. Sugano  
Assistant City Manager

Approved by:



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Joe Hoefgen  
Interim City Manager

Prepared by:



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Carla Dillon, P.E.  
Public Works Director



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Frederic Aboujaoude, P.E.  
Principal Engineer

**RESOLUTION NO. 2024-04**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, ORDERING THE PUBLIC WORKS DIRECTOR TO PREPARE AND FILE THE ENGINEER'S REPORT FOR LOMITA LANDSCAPE MAINTENANCE DISTRICT NO. 1, IN ACCORDANCE WITH THE LANDSCAPING AND LIGHTING ACT OF 1972, DIVISION 15, PART 2 OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA, FOR THE FISCAL YEAR COMMENCING JULY 1, 2024, AND ENDING JUNE 30, 2025**

**WHEREAS**, the City Council of the City of Lomita, California, proposes to levy annual assessments for the Lomita Landscape Maintenance District No. 1 pursuant to the Landscaping and Lighting Act of 1972, Division 15, Part 2 of the Streets and Highways Code of the State of California, for the fiscal year commencing July 1, 2024, and ending June 30, 2025.

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

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

**SECTION 2.** The Public Works Director is hereby ordered to prepare and file a report with the City Clerk, all in accordance with Article 4 (commencing with Section 22565 of the Streets and Highway Code of the State of California) with respect to the maintenance of landscaping for the fiscal year commencing July 1, 2024 and ending June 30, 2025.

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

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

*[Signatures on the following page]*

**PASSED, APPROVED, AND ADOPTED**, this 2nd day of April 2024.

\_\_\_\_\_  
Bill Uphoff, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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



## CITY OF LOMITA CITY COUNCIL REPORT

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

**FROM:** Joe Hoefgen, Interim City Manager

**PREPARED BY:** Susan Kamada, Administrative Services Director

**MEETING DATE:** April 2, 2024

**SUBJECT:** Discussion and Consideration of Scheduling a Date and Time for the FY 2024-2026 Budget Workshop and Budget Public Hearing

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### **RECOMMENDATION**

Select one of the below dates for the FY 2024-2026 Budget Workshop and schedule the FY 2024-2026 Budget Public Hearing on Tuesday, June 18, 2024, at 6:00 p.m.

Monday, May 13, 2024, at 4:00 p.m.  
Tuesday, May 14, 2024, at 4:00 p.m.  
Wednesday, May 15, 2024, at 4:00 p.m.  
Thursday, May 16, 2024, at 4:00 p.m.

### **BACKGROUND**

The Administrative Services Director will present the Proposed FY 2024-2026 Budget to the City Council for discussion and possible revision in a workshop session. After the completion of the Budget Workshop, staff will update and include all revisions into the final budget document for discussion, consideration and approval at the public hearing scheduled for June 18, 2024.

### **OPTIONS**

1. Select one of the above referenced dates.
2. Select an alternative date.

**FISCAL IMPACT**

None.

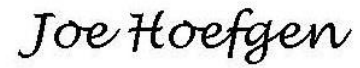
Reviewed by:



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Gary Y. Sugano  
Assistant City Manager


Approved by:



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Joe Hoefgen  
Interim City Manager

Prepared by:



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Susan Kamada  
Administrative Services Director



## CITY OF LOMITA CITY COUNCIL REPORT

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

**FROM:** Joe Hoefgen, Interim City Manager

**PREPARED BY:** Carla Dillon, P.E., Public Works Director  
Frederic Aboujaoude, P.E., Principal Engineer

**MEETING DATE:** April 2, 2024

**SUBJECT:** Discussion and Consideration of an Agreement for Update and Restoration of the Programmable Logic Controller (PLC) at the Cypress Water Facility

---

### **RECOMMENDATION**

Authorize the City Manager to enter an agreement, in a form approved by the City Attorney, for services to update and restore the Programmable Logic Controller (PLC) at the Cypress Water Facility for an amount not to exceed \$150,000.

### **BACKGROUND**

The City operates several facilities related to the production or distribution of water for the City's water system. These include the Cypress Water Production Facility (CWPF), Harbor Hills Storage Tank, multiple import water connections, and a pump station. Historically, the CWPF provided a mixture of treated groundwater and imported surface water to Pressure Zone 1 (portion of the City north of Pacific Coast Highway); however, the CWPF was taken off-line in May 2019 due to the detection of benzene at the City's only well. Since then, the City has been importing 100 percent of its water from the Metropolitan Water District (MWD).

Following the detection of benzene, the City has since embarked on a large-scale upgrade of the facility, including the addition of Granular Activated Carbon (GAC) vessels to ensure complete removal of benzene. The City Council awarded this project to R.C. Foster Corporation on January 19, 2021.

The Cypress Water Facility Upgrade project includes installing a new supervisory control and data acquisition (SCADA) system to be integrated with the existing Programmable Logic Controller (PLC) to create a centralized control screen to display all facility features.



The project is almost entirely complete however, some punch list items remain outstanding. As City Staff continues to coordinate with the contractor to close out the remaining items, it has come to Staff's attention that the existing PLC is in need of updating and refurbishment. The previously installed program is no longer compatible with the new program planned to be installed. The current PLC hardware needs to be completely replaced as it was first installed when the Cypress Water Plant was constructed over a decade ago. The work will also include replacing the multiple Input/Output (I/O) points, the Human Machine Interface (HMI) hardware, and other SCADA-related connections.

Even if the remaining punch list items for the Cypress Facility Upgrade project are completed, the entire system cannot run until the existing PLC is refurbished. Therefore, this work is crucial for the facility's overall functionality.

City Staff reached out to multiple vendors, including AES Global Inc., Freedom Automation, TESCO, SOFFA, TetraTech, and R.C. Foster, to provide quotations.

Staff is awaiting final quotations and will proceed with the vendor who can provide the service for the lowest cost in the most expeditious timeframe.

### **OPTIONS**

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


### **FISCAL IMPACT**

The cost for this work will be covered by the project/construction contingency under account number 520-840-5821.365. No new funds need to be appropriated.

### **ATTACHMENTS**

None

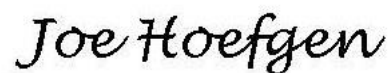
Reviewed by:



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Gary Y. Sugano  
Assistant City Manager

Approved by:



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Joe Hoefgen  
Interim City Manager

Prepared by:



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Carla Dillon, P.E.  
Public Works Director



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Frederic Aboujaoude, P.E.  
Principal Engineer



## CITY OF LOMITA CITY COUNCIL REPORT

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

**FROM:** Joe Hoefgen, Interim City Manager

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

**MEETING DATE:** April 2, 2024

**SUBJECT:** Discussion and Consideration of an Agreement with City of Los Angeles, West Basin Municipal Water District, and Metropolitan Water District of Southern California

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### **RECOMMENDATION**

Approve an agreement with the City of Los Angeles, acting by and through its Department of Water and Power, City of Lomita, West Basin Municipal Water District, and The Metropolitan Water District of Southern California; and authorize the Interim City Manager to execute the Agreement.

### **BACKGROUND**

The Metropolitan Water District (MWD) has an urgent need to replace a valve that is failing. In order to replace the valve, the West Basin, WB-8 supply of water will be isolated resulting in no water supply from this usual connection. To ensure adequate water supply for Lomita pressure zones 2, 3, and 4, a new water connection is needed with the City of Los Angeles, Department of Water and Power (LADWP). The City of Lomita and LADWP staff have been working to establish this connection. Lomita has installed approximately 40 feet of 6-inch PVC main, a 6-inch flow control valve, and various appurtenances.

West Basin Municipal Water District (West Basin) has been instrumental in facilitating an emergency connection and establishing an agreement to allow the shutdown to proceed. It is anticipated that the new emergency connection shall provide up to 1,000 gallons per minute of flow and may be used in the future as needed.

### **FISCAL IMPACT**

There is no direct fiscal impact.

**OPTIONS**

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

**ATTACHMENT**

1. Agreement

Reviewed by:

*Gary Sugano*

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Gary Y. Sugano  
Assistant City Manager

Approved by:

*Joe Hoefgen*

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Joe Hoefgen  
Interim City Manager

Prepared by:

*Carla Dillon*

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Carla Dillon, P.E.  
Public Works Director

**MEMORANDUM OF AGREEMENT FOR WATER SYSTEM CONNECTION AND EXCHANGE OF WATER BY AND AMONG THE CITY OF LOS ANGELES, ACTING BY AND THROUGH ITS DEPARTMENT OF WATER AND POWER, CITY OF LOMITA, WEST BASIN MUNICIPAL WATER DISTRICT, AND METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and among The City of Los Angeles, acting by and through its Department of Water and Power, (“LADWP”), City of Lomita (“Lomita”), West Basin Municipal Water District (“WBMWD”), and The Metropolitan Water District of Southern California (“MWD”), each a “Party” and collectively, the “Parties.”

**RECITALS**

WHEREAS, LADWP is a municipally-owned utility responsible for delivering water and power to the residents of the City of Los Angeles (“City”); and

WHEREAS, Section 672 of the City Charter grants the Board of Water and Power Commissioners possession, management, and control of all water rights of every nature and kind owned or controlled by the City; and

WHEREAS, Section 673(b) of the City Charter prohibits LADWP from selling, leasing, or otherwise disposing of the City’s water rights without the assent of two-thirds of the registered voters of the City voting on the proposition; and

WHEREAS, Section 673(c) of the City Charter creates an exception for LADWP to exchange water with public agencies, and Section 677(b) of the City Charter authorizes LADWP to enter into contracts with other public agencies for the exchange of water; and

WHEREAS, Lomita is a public agency that delivers water and provides water services to customers in the City of Lomita; and

WHEREAS, WBMWD is a public agency and municipal water district that provides wholesale water to its member agencies, including Lomita; and

WHEREAS, MWD is a public agency that provides wholesale water to its 26 member agencies, including LADWP and WBMWD, and is a party to this Agreement only for the limited purpose of facilitating WBMWD return of water to LADWP under this Agreement on behalf of Lomita; and

WHEREAS, LADWP supplies water for domestic consumption and public fire protection to the neighborhood adjacent to Lomita's service territory; and

WHEREAS, Lomita's water supplies consist of imported water from MWD via WBMWD and local groundwater for domestic and public fire protection; and

WHEREAS, in 2024, LADWP constructed a connection from its water supply system at 3400 Pineknoll Avenue, Harbor City, California consisting of various appurtances and a booster pump.; and

WHEREAS, in 2024, Lomita constructed a fire hydrant connection from their water supply system, which consists of approximately 40 feet of 6-inch PVC main, a 6-inch flow control valve, and appurtenances; and

WHEREAS, the water exchange connections are collectively referred to herein as the "Connections;" and

WHEREAS, Lomita seeks an agreement with LADWP for the use, operation and maintenance of the Connections to allow the exchange of water for Emergency and Planned Purposes, as defined herein; and

WHEREAS, this Agreement is only intended to allow for an exchange of water for Emergency and Planned Purposes, and is not intended to, and shall not, give any Party a legal interest in another Party's water rights.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged, the Parties agree as follows:

### **AGREEMENT**

1. **Purpose.** This Agreement provides for the exchange of water for Emergency and Planned Purposes, and contains the conditions and protocols for such water exchanges, and the operation and maintenance of the Connections.
2. **Term.** This Agreement shall become effective upon execution by all Parties and shall terminate twenty (20) years thereafter. Any Party may terminate this Agreement by providing the other Parties sixty (60) days prior written notice of termination. Any obligation to exchange water under Paragraph 3 that exists at the time of termination of this Agreement shall survive termination until the water is repaid in full. Upon termination of this Agreement, Lomita and LADWP shall cap the Connections within their respective properties.

Failure by a Party to adhere to the terms or conditions of this Agreement, including any

unauthorized use of water passing through the Connections or any failure to complete an exchange, shall constitute sufficient grounds for a Party to terminate the Agreement upon giving the other Parties five (5) days' prior written notice.

3. Use, Operation, and Maintenance of Connections. Use, operation and maintenance of the Connections shall be subject to all of the following terms, conditions and requirements.
  - 3.1 The Connections shall be used by Lomita and LADWP for the following purposes under an agreed upon temporary period for each applicable event.
    - a. Emergency Purposes shall mean any condition during which Lomita is not able, through its own facilities, to supply water for health and safety purposes due to a (a) physical breakdown of its facilities; (b) unexpected outage in WBMWD's or MWD's facilities that normally supply Lomita; or (c) unanticipated temporary demand conditions that Lomita is unable to meet. Emergency Purposes shall also include when an emergency supply is needed for fire suppression.
    - b. Planned Purposes shall mean any known water shutdown for maintenance, inspection, and/or repair in WBMWD's or MWD's water delivery systems that normally supply Lomita.
  - 3.2 The LADWP-owned isolating valve and Lomita-owned isolating valve of the Connections shall be shut at all times, except during an approved temporary water delivery.
  - 3.3 Notification
    - a. Emergency Purposes: When Lomita needs water for Emergency Purposes, Lomita shall submit an oral and written request to LADWP at least twenty-four (24) hours in advance of the date and time it seeks to activate the Connections.
    - b. Planned Purposes: When Lomita needs water for Planned Purposes, Lomita shall submit an oral and written request to LADWP at least fourteen (14) days in advance of the date it seeks to activate the Connections with the following information: volume of water, flow rate, period(s) of outage, and reason for planned outage.
    - c. Oral requests under Paragraphs 3.3(a) and (b) shall be provided by phone call at the numbers listed in this Paragraph 3.3(c) and followed-up in writing to the Water Control Engineering office.

Contact for LADWP – Water Control Engineering at (213) 367-1062 during regular business hours (7:00 AM to 4:00 PM) and 24-Hour Control Room at (213) 367-5118 at other hours. Mailing address is:

Water Control Engineering  
Water Operations Division  
Los Angeles Department of Water and Power  
111 North Hope Street, Room 1449  
Los Angeles, CA 90012

Contact for Lomita – Chief Water Operations Manager, 310-325-7110 x310 or 310-508-3755.

- 3.4 Field crews from both LADWP and Lomita are required to activate the Connections.
- 3.5 Meter readings shall be taken monthly by LADWP during periods in which the Connections are in use under this Agreement.
- 3.6 The amount of flow from LADWP's system shall be limited to 1,000 gallons per minute ("gpm") and will be controlled by LADWP. LADWP will determine, in its sole discretion, the allowable flow of LADWP water that will be delivered to Lomita at the Connections. LADWP may cease the delivery of water if it determines, in its sole discretion, that there is a negative impact to its system or water availability during the delivery. LADWP will make reasonable efforts to immediately notify Lomita and WBMWD in this event.
- 3.7 Deliveries of water are subject to operational, supply, or demand conditions, as determined by LADWP. LADWP has the sole discretion to determine the maximum amount of LADWP water supplies, if any, it can deliver to Lomita at the Connections and will make reasonable efforts to notify Lomita and WBMWD of its determination.
- 3.8 Prior to any water delivery under this Agreement, Lomita will, at its own expense, install a flow control valve on its side of the Connections to limit the flow to 1,000 gpm during the delivery of water from LADWP to Lomita.
- 3.9 Lomita shall comply with LADWP Water Service Rule 16-D, any amendments thereto or replacements thereof, and any other applicable backflow prevention requirements prior to LADWP's activation of the Connections for delivery of water from LADWP to Lomita.
- 3.10 Lomita can contact LADWP for water quality data that characterizes the

treated water delivered from LADWP to Lomita. Lomita shall be solely responsible for treating the water it accepts, if necessary, for its intended use purposes, and covenants and agrees to comply with all applicable laws and regulations.

- 3.11 Lomita and LADWP shall each be responsible for the installation, operation, and maintenance of its respective Connections and facilities. MWD has no obligation to install, operate, or maintain any of the Connections.

#### 4. Replacement of Water in Full.

- 4.1. Prior to the exchange of water and operation of the Connections for any Emergency or Planned Purpose, the Parties shall meet and confer to determine the availability of MWD's water supplies and the timing of MWD's deliveries pursuant to this Agreement, taking into account MWD's operational circumstances. LADWP shall only provide water to Lomita if MWD confirms that replacement water will be available for purchase and delivery within a reasonable time, not to exceed one (1) year. Except for an Emergency Purpose, the Parties shall use best efforts to exchange water under this Agreement when MWD's Capacity Charge is not applicable. If Lomita requests an exchange of water at a time when MWD's Capacity Charge is applicable, then LADWP shall be entitled to request return of a like quantity of water when MWD's Capacity Charge is applicable. In such circumstances, if the delivery causes LADWP's Capacity Charge to increase, LADWP may seek reimbursement from Lomita for the increased Capacity Charge.
- 4.2. Lomita shall be obligated to replace any water it receives under this Agreement in the same type and quantity, as measured by the meter on the Connections, at no cost to LADWP within a reasonable time, not to exceed one (1) year. Lomita shall purchase the replacement water through WBMWD. On behalf of Lomita, WBMWD shall purchase the equivalent type of water and quantity that LADWP delivered to Lomita and deliver it to LADWP through MWD's facilities at a service connection and date agreed upon by LADWP and MWD, not to exceed one (1) year.
- 4.3. All MWD deliveries to LADWP pursuant to this Agreement are subject to the MWD Administrative Code, no different than any other water deliveries from MWD to LADWP, except that the sale shall be attributed to WBMWD for purposes of billing and the Readiness-to-Serve Charge.
- 4.4. Lomita shall be solely responsible for reimbursing LADWP and WBMWD for any and all costs associated with purchasing and delivering replacement water from MWD and delivering it to LADWP. Failure of



Lomita to complete the exchange by purchasing the replacement water through WBMWD shall constitute sufficient grounds to terminate use of the Connections until the exchange has been completed or to terminate this Agreement.

5. Water Rights. Each Party represents and warrants that this Agreement is intended only as an exchange of water for Emergency and Planned Purposes. Each Party expressly agrees that this Agreement is not intended to, and does not, give it a legal interest in the other Party's water rights. Further, each Party expressly agrees not to claim or assert an interest in the other Party's water rights.
6. Indemnity.
  - 6.1. LADWP agrees to indemnify, hold harmless, and defend Lomita and WBMWD and each of its members, and every officer, employee, board member, representative, and agent of Lomita and WBMWD from any liability or financial loss arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors, or omissions of LADWP or any person employed by LADWP in the performance of this Agreement.
  - 6.2. Lomita agrees to indemnify, hold harmless, and defend LADWP, its Board of Commissioners, officers, employees, agents, representatives, affiliates, and subsidiaries, and WBMWD and each of its members, officers, employees, board members, representatives, and agents from any liability or financial loss arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors, or omissions of Lomita, or any person employed by Lomita in the performance of this Agreement.
  - 6.3. WBMWD agrees to indemnify, hold harmless, and defend LADWP, its Board of Commissioners, officers, employees, agents, representatives, affiliates, and subsidiaries and Lomita and each of its councilmembers, officers, employees, representatives, and agents from any liability or financial loss arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors, or omissions of WBMWD, or any person employed by WBMWD in the performance of this Agreement.

7. Notices. Except as set forth in Paragraph 3.3(c) any notices relating to this Agreement must be given in writing and will be deemed sufficiently given and served for all purposes when delivered personally by generally recognized overnight courier service or five (5) days after deposit in the United States mail certified or registered, return receipt requested, with postage prepaid, addressed as follows:

If to LADWP:

Anselmo Collins  
Senior Assistant General Manager –  
Water System  
Los Angeles Department of Water & Power  
111 North Hope Street, Room 1458  
Los Angeles, California 90012

With copy to:

Melanie A. Tory  
Deputy City Attorney  
Los Angeles City Attorney's Office  
Department of Water & Power Division  
221 North Figueroa Plaza, Suite 1000  
Los Angeles, CA 90012

If to Lomita:

City Manager  
24300 Narbonne Ave.  
Lomita, California 90717

With copy to:

Carla Dillon  
Public Works Director  
24300 Narbonne Ave.  
Lomita, California 90717

If to WBMWD:

E.J. Caldwell  
General Manager  
West Basin Municipal Water District  
17140 S Avalon Blvd  
Carson, California 90746

With copy to:

Contact info for WBMWD

If to MWD:

Adel Hagekhalil  
General Manager  
Metropolitan Water District of Southern  
California  
700 N. Alameda Street  
Los Angeles, CA 90012

With copy to:

Marcia L. Scully  
General Counsel  
Metropolitan Water District of Southern  
California  
700 N. Alameda Street  
Los Angeles, CA 90012

8. Jointly Drafted. Each Party acknowledges that it was represented by its legal counsel during the negotiation and execution of this Agreement, and that it has had a full and fair opportunity to review and revise the terms of this Agreement. Each Party further agrees that this Agreement has been jointly drafted, and that no term contained herein shall be construed against or in favor of another Party.
9. Amendments and Waiver. No amendment or waiver of any provision of this Agreement, nor consent to any departure, shall be effective unless in writing and signed by each Party, and then such waiver or consent shall be effective only in the specific instances and for the specific purpose given.
10. Governing Law. This Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the State of California, without regard to conflict of law principles.
11. Exclusive Venue. All litigation arising out of or relating to this Agreement shall be brought in a State or Federal court in the County of Los Angeles in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of forum non conveniens.
12. No Attorneys' Fees. The Parties agree that, in any action to enforce the terms of this Agreement, each Party shall bear its own attorneys' fees and costs.
13. No Third-Party Beneficiaries. There are no third-party beneficiaries of this Agreement and nothing in this Agreement, express or implied, is intended to confer on any person other than the Parties hereto any rights, remedies, obligations or liabilities.
14. Severability. If one or more of the provisions contained in this Agreement are invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in any manner.
15. Headings. Headings in this Agreement are included for convenience of reference only and shall not be given any substantive effect.
16. No Consequential or Punitive Damages. Except with respect to liabilities arising from third-party claims, in no event shall any Party be liable to the other Party under any provision of this Agreement for any indirect, incidental, punitive or consequential damages, losses, damages, costs, or expenses including, without limitation, loss of profits or revenue, loss of the use of equipment, costs of capital, costs of temporary equipment or services, whether based in whole or in part in contract, in tort, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not

be considered to be indirect, incidental, punitive or consequential damages hereunder.

17. Integration. This Agreement supersedes any prior agreement, oral or written, and contains the entire agreement of the Parties on the subject matter hereof. No subsequent agreement, representation, or promise made by a Party, or its officers, employees, agents, or representatives, shall be of any effect unless it is in writing and executed by the Party to be bound.
18. Execution in Counterparts. This Agreement may be executed in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by Agency) and sent by e-mail shall be deemed original signatures.

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed by its duly authorized representatives.

DEPARTMENT OF WATER AND POWER  
CITY OF LOS ANGELES  
BY  
BOARD OF WATER AND POWER  
COMMISSIONERS OF THE CITY OF LOS ANGELES

By signing below, the signatories attest that they have  
no personal, financial,  
beneficial, or familial interest in this contract.

By:

---

MARTIN L. ADAMS

General Manager and CHIEF ENGINEER

Date:

And:

---

CHANTE L. MITCHELL

Board Secretary

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed by its duly authorized representatives.

CITY OF LOMITA

By:

\_\_\_\_\_  
William Uphoff  
Mayor

Date:

\_\_\_\_\_

Approved as to form:

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

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed by its duly authorized representatives.

WEST BASIN MUNICIPAL WATER  
DISTRICT

By:

\_\_\_\_\_  
E.J. Caldwell  
General Manager

Date:

Approved as to form:

\_\_\_\_\_  
Name  
Title

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed by its duly authorized representatives.

THE METROPOLITAN WATER  
DISTRICT OF SOUTHERN CALIFORNIA

By:

\_\_\_\_\_  
Adel Hagekhalil  
General Manager

Date:

Approved as to form:

\_\_\_\_\_  
Marcia L. Scully  
General Counsel





# CITY OF LOMITA CITY COUNCIL REPORT

Item No. PH 9a

**TO:** City Council

**FROM:** Joe Hoefgen, Interim City Manager

**REVIEWED BY:** Brianna Rindge, Community and Economic Development Director

**PREPARED BY:** Laura MacMorran, Associate Planner

**MEETING DATE:** April 2, 2024

**SUBJECT:** Discussion and Consideration of a Resolution Approving Vesting Tentative Tract Map No. 83968 to Subdivide a 39,428-Square-Foot Lot into a Planned Residential Development Containing Nine Single-Family Residential Lots and One Common Lot at 2418 253rd Street within the Agricultural-Noncommercial (A-1) Zone

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## **RECOMMENDATION**

Conduct a public hearing and adopt a resolution approving Vesting Tentative Tract Map (VTTM) No. 83968 to allow subdivision of a 39,428 ft<sup>2</sup> lot into a planned residential development containing nine single-family residential lots and one common lot subject to the findings and conditions and recommending exemption finding from the California Environment Quality Act (CEQA), subject to the conditions of approval contained in the attached draft resolution (Attachment 1).

## **BACKGROUND**

On March 11, 2024, the Planning Commission approved Resolution No. 2024-04 recommending approval of VTTM No. 83968 (by a vote of 6-0 Cammarata Abstained), subject to conditions. The application was filed by Lorenzo Schiappa, Schiappa Development, 2040 Lomita Blvd., Lomita, CA 90717.

## **ANALYSIS**

A tract map enables a large lot to be subdivided into five or more lots. Presently, 2418 253<sup>rd</sup> Street is a 39,428 ft<sup>2</sup> lot and contains three detached vacant dilapidated single-family dwellings and garages. The existing structures will be demolished, and the property will be redeveloped with nine detached two-story single-family dwellings using the Planned Residential Development Standards (Lomita Municipal Code Sec. 11-1.30.17).

A summary of the Planning Commission findings for approval for VTTM No. 83968's are as follows.

Lomita's Standards	Project	Complies
General Plan Land Use Designation: Low Density Res. up to 10.89 dwelling units/acre	Residential with 9.9 du/acre	Y
A-1 Agricultural Noncommercial. Zoning (LMC 11-1.30.02) <i>Single-Family Residential Use</i>	Single-Family Residential Use	Y
<u>Right-of-Way Widths</u> (LMC Sec. 11-2.158) <i>Alternative Cross Sections Based on Existing Improvement Patterns</i>	25' to Centerline + 5' Easement	Y
<u>Lot Design</u> (LMC Sec.11-2.171) <i>50' Street Abutting Frontage and Planned Residential Development</i>	50' Street Abutting Frontage and Planned Residential Development	Y
<u>Sidewalk</u> (Sec. 11-2-217) <i>Not less than 4' wide</i>	Not less than 4' wide	Y
<u>Street Trees and Plants</u> (LMC Sec. 11-2.219) <i>Plant trees in within the adjacent divisions of land</i>	Trees will be planted within easement	Y

CA Gov't Code/Subdivision Map Act Findings

The findings are summarized below and elaborated in the resolution.

1. To the extent feasible, the subdivision provides for passive or natural heating or cooling opportunities.
2. The proposed subdivision, its design and improvements are consistent with the City of Lomita's General Plan.
3. The site is physically suitable for the proposed 9.9 units/acre and single-family dwellings.

4. The proposed subdivision design and improvements are not likely to cause substantial environmental damage nor substantially injure fish or wildlife or their habitat.
5. The proposed subdivision design and single-family dwellings are not likely to cause serious public health problems.
6. The proposed subdivision design and type of improvements will not conflict with easements.
7. Waste will be discharged into an existing sewer system will not violate existing local water quality control board requirements.
8. The proposed subdivision and improvements will help the City of Lomita meet its regional housing needs.

### **ENVIRONMENTAL DETERMINATION**

Pursuant to Section 15322 (In-Fill Development) of the CEQA guidelines, a project is exempt because it consistent with the general plan designation, general plan policies, zoning designation, zoning regulations, and is less than five acres with no value as endangered habitat, and will not significantly affect traffic, noise, air quality or water quality. The interior urban lot contains less than an acre of land. It can be seen with certainty that the proposed single-family development will not have any significant impacts on air quality, water quality, noise levels or traffic counts, and no endangered habitat will be affected. Also, the site is and will be adequately serviced by all required utilities and public services.

### **PUBLIC NOTICE**

Notices of this hearing, dated March 22, 2024, 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) Adopt the resolution.
- 2) Do not approve the resolution.
- 3) Provide staff with alternative direction.

### **FISCAL IMPACT**

If approved, the City would receive permit-related fees from the proposed building permits, as well as impact fees attributable from the development tax and water infrastructure impact fee. In addition, the City will receive right-of-way improvements, inclusive of removing and replacing the parkway, curb, and driveway aprons, public trees, sidewalk. The City will also receive a portion of increased property tax revenue as nine single-family dwellings and lots will be created and reassessed.

**ATTACHMENTS**

- 1) Draft Resolution with Exhibit A Planning Commission Resolution 2024-04

Reviewed by:

*Gary Sugano*

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Gary Sugano  
Assistant City Manager

Approved by:

*Joe Hoefgen*

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Joe Hoefgen  
Interim City Manager

Reviewed by:

*Brianna Rindge*

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Brianna Rindge, AICP  
Community & Economic Development  
Director

Prepared by:

*Laura MacMorran*

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Laura MacMorran, AICP  
Associate Planner

**RESOLUTION NO. 2024-05**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING VESTING TENTATIVE TRACT MAP NO. 83968 TO ALLOW A 39,428 FT<sup>2</sup> LOT TO SUBDIVIDE INTO A PLANNED RESIDENTIAL DEVELOPMENT WITH NINE SINGLE-FAMILY RESIDENTIAL LOTS AND ONE COMMON LOT AT 2418 253<sup>rd</sup> STREET (APN: 7373-016-056) WITHIN THE AGRICULTURAL, NONCOMMERCIAL (A-1) ZONE AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA). FILED BY LORENZO SCHIAPPA OF LUIGI SCHIAPPA DEVELOPMENT AT 2040 LOMITA BOULEVARD, SUITE 100, LOMITA CA 90717**

**THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:**

Section 1. Recitals.

- A. On April 2, 2024, City Council held a duly noticed public hearing and accepted public testimony in regard to an application for Vesting Tentative Parcel Map No. 83968 to allow a 39,428-square-foot single-family residential lot to subdivide into a planned residential development with nine single-family residential lots and one common lot at 2418 253<sup>rd</sup> St. in the Agricultural, Noncommercial (A-1) Zone in accordance with Article 8, Chapter 2, of Title XI of the Lomita Municipal Code.
- B. On March 11, 2024, the City of Lomita Planning Commission held a public hearing to consider the Project. The Planning Commission, by Resolution No. 2024-04 (Exhibit A), recommended the City Council approve Vesting Tentative Map No. 83968 to create nine single-family lots and one common lot for a fire lane/driveway.
- C. The City's Planning Division, Public Works Department, and on behalf of the City by TransTech Consulting Group, reviewed Vesting Tentative Tract Map No. 83968 and determined that the proposed Tentative Map meets the requirements of the City's Municipal Code and the State Subdivision Map Act, and recommended conditions for the final map approval which have been included in this Resolution.
- D. The Los Angeles County Fire Department reviewed the proposed project. It concluded that an adequate water supply exists to meet current and anticipated fire suppression needs, and the design provides adequate access.
- E. 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. Findings.

A. Pursuant to California Government Code Section 66410 et seq. (Subdivision Map Act), Section 11-2.116 of the Lomita Municipal Code, and the City's General Plan, based on the entire record and all written and oral evidence presented, the City Council of the City of Lomita hereby determines and finds that:

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 design of the subdivision balances hardscaped and landscaped surfaces. A five-foot access and landscape easement along the northerly (front) property line is included as a condition of approval. The space for the sidewalk and parkway is approximately seven feet, approximately two feet of which is available for the parkway. It is difficult for trees to grow effectively in such a narrow space, and any growth impacts sidewalk safety. Also affecting tree growth are aerial utility lines running parallel to the sidewalk. The easement will provide more space for street trees to grow at the crown, thereby shading and naturally cooling more area.

As shown on the Vesting Tentative Tract Map, the site contains numerous mature trees. The site design, in particular, the location of the fire lane and building pads, necessitates the removal of some of the trees. Landscaping areas and yards are dispersed throughout the site and provide locations to replace lost trees. Trees are known for naturally cooling surfaces and air temperature; therefore, a condition of approval requires providing two trees per residential lot, the species and size of which shall be approved by the City.

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 11-2.116.)*

The General Plan Land Use Designation of the site is Agricultural Residential and allows up to 10.89 units per acre. The proposed 39,482-square-foot, ten-lot (nine single-family lots and one common lot) project's density is 9.9 units per acre.

3. *The Subject Site is physically suitable for the type and density of development proposed in the Tentative Tract. (See Gov. Code Section 66474; Lomita Municipal Code Section 11-2.116.)*

The project site is adequate in size, shape, topography, location, and other factors to accommodate the proposed use and development of a nine single-family lot development. The nine new single-family lots will connect to the existing utility network available to the flat parcel and make upgrades as needed.

The proposed development will maintain adequate street access for pedestrians and vehicles as well as adequate capacity for parking and traffic. The two existing

driveways will be reduced to one 26-foot-wide driveway. The internal driveway will provide full access to the development and serve as a fire lane. The proposed development provides two enclosed parking spaces per unit and one guest parking space per every two units without direct street frontage. The project design meets the required parking standards and promotes safe and convenient pedestrian and vehicular circulation.

Condition No. 46 of Planning Commission Resolution No. 2024-04 requires the removal of the existing structures before the final map is recorded.

4. *The subdivision design and improvements proposed in the Tentative Tract 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 vegetation onsite includes shrubs and trees, including several mature trees that provide some canopy coverage. None of the existing urban introduced landscaping is a candidate for sensitive or special status species. The project would not significantly impact wildlife or wildlife habitat. Tree removal may affect offspring survival; therefore, a condition of approval has been included to require the removal of existing trees outside of the nesting season defined by the California Department of Fish and Wildlife as February 1 through August 15.

5. *The subdivision design and type of improvements proposed in the Tentative Map are not likely to cause serious public health problems.* (See Gov. Code Section 66474; Lomita Municipal Code Section 2.116.)

The subdivision design, in accordance with the planned residential development standards, is similar to the cul-de-sac designs nearby on Becknell and Bani Avenue, except it provides access via a private driveway instead of creating a dead-end public street terminating at a cul-de-sac. The alternative private right-of-way design is acceptable as it provides all necessary private and emergency access.

Also, the City's most recent subdivision approvals on 253<sup>rd</sup> Street at Bani and Becknell Avenues did not require dedication of five feet of frontage along 253<sup>rd</sup> Street. The block maintains a 50-foot right-of-way width. As it is not foreseeable that the General Plan's ideal 60-foot right-of-way width will be fully realized, accepting a five-foot easement as an alternative to a dedication maintains the block's existing pattern of development, provides for an accessible path of travel, and meets street tree requirements/natural cooling objectives.

The project meets all standards of Title XI, Chapter 2, of the Lomita Municipal Code for Lot Design. All development and public improvements will occur per applicable standards and codes, including the zoning and building codes. Though the area is deficient in stormwater drains, the area has been occupied by residential

improvements similar to the proposed dwellings. This project will collect stormwater on site in accordance with Low Impact Development Standards.

The subdivision design, alternative right-of-way cross section design, and type of improvements can be seen with certainty not to cause any serious public health problems.

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 11-2.116.)*

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 and/or easements within the tract map. The vesting map includes a utility easement located along the westerly property line. The existing rights-of-way remain intact, and there is no foreseeable interference.

7. *The discharge of waste into an existing sewer system from the 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 the Los Angeles Regional Water Quality Control Board per Division 7 of the Water Code.

8. *The subdivision and improvements proposed in the Vesting Tentative Tract Map help the City of Lomita meet its regional housing needs. (See Gov. Code Section 66474.6.)*

A net of six dwellings will be created from this development. The Housing Element noted that more than 32% of households in 2013 were overpaying for their housing. The Planned Residential Development, which relies on this subdivision, provides a less costly option to purchase/rent and maintain single-family homes.

Therefore, pursuant to the Municipal Code and California Government Code Sections 66473.5 and 66474 (A through G), the proposed tract map qualifies for approval.

- B. Pursuant to California Code of Regulations Title 14, Chapter 3 Section 15332 (In-Fill Development) (California Environmental Quality Act), the project is consistent with the general plan designation, general plan policies, zoning designation, zoning regulations, and is less than five acres with no value as endangered habitat, and will not significantly affect traffic, noise, air quality or water quality. The proposed subdivision is consistent with the general plan and zoning code. The interior urban lot



contains less than an acre of land. It can be seen with certainty that the proposed nine single-family lots will not have any significant impacts on air quality, water quality, noise levels, or traffic counts, and no endangered habitat will be affected. The site is and will be adequately serviced by all required utilities and public services.

Therefore, the project is categorically exempt from the California Environmental Quality Act (CEQA).

Section 3. Decision.

**Now, therefore,** be it resolved that the City Council of the City of Lomita hereby approves Vesting Tentative Map No. 83968 subject to Planning Commission Resolution 2024-04 (**Exhibit A**).

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.

**PASSED, APPROVED, AND ADOPTED**, this 2<sup>nd</sup> day of April 2024.

\_\_\_\_\_  
Bill Uphoff, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

RESOLUTION NO. PC 2024-04

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LOMITA RECOMMENDING CITY COUNCIL APPROVAL OF VESTING TENTATIVE TRACT MAP NO. 83968 TO ALLOW A 39,428 FT<sup>2</sup> LOT TO SUBDIVIDE INTO A PLANNED RESIDENTIAL DEVELOPMENT WITH NINE SINGLE-FAMILY RESIDENTIAL LOTS AND ONE COMMON LOT AT 2418 253<sup>rd</sup> STREET (APN: 7373-016-056) WITHIN THE AGRICULTURAL, NONCOMMERCIAL (A-1) ZONE AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA). FILED BY LORENZO SCHIAPPA OF LUIGI SCHIAPPA DEVELOPMENT AT 2040 LOMITA BOULEVARD, LOMITA CA 90717 (APPLICANT/DEVELOPER)**

**THE PLANNING COMMISSION OF THE CITY OF LOMITA DOES HEREBY FIND, ORDER, AND RESOLVE AS FOLLOWS.**

Section 1. Recitals

- A. The City of Lomita received an application to allow Vesting Tentative Tract Map No. 83968 to allow a 39,428 square-foot single family residential lot to subdivide into a planned residential development with nine single-family residential lots and one common lot at 2418 253<sup>rd</sup> St.in the Agricultural, Noncommercial (A-1) Zone. Filed by Lorenzo Schiappa of Luigi Schiappa Development at 2040 Lomita Blvd. Lomita, CA 90717 (“Applicant”/“Developer”).
- B. On March 11, 2024, the Planning Commission of the City of Lomita held a duly noticed public hearing and accepted public testimony for an application.
- C. Vesting Tentative Tract Map No 83968 has been reviewed on behalf of the City by TransTech Consulting Group, which determined that the proposed Tentative Map meets the requirements of the City’s Municipal Code and the State Subdivision Map Act and recommended conditions for the final map approval which have been included in this Resolution.
- D. The Los Angeles County Fire Department has reviewed the proposed project and concludes that adequate water supply exists to meet current and anticipated fire suppression needs and the design provides adequate access. The approval is attached as Exhibit 1.
- E. The project is categorically exempt pursuant to Section 15332 (In-Fill Development) of the California Environmental Quality Act guidelines. The project is consistent with the general plan designation, general plan policies, zoning designation, zoning regulations, and is less than five acres with no value as endangered habitat, and will not significantly affect traffic, noise, air quality or water quality. The proposed subdivision is consistent with the general plan and zoning code. The interior urban lot contains less than an acre of land. It can be seen with certainty that the proposed single-family development will

not have any significant impacts on air quality, water quality, noise levels or traffic counts, and no endangered habitat will be affected. The site is and will be adequately serviced by all required utilities and public services.

- F. The Planning Commission finds that the Applicant 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 citizens in general including those who access the site.

## Section 2. Findings

Pursuant to California Government Code Section 66410 et seq. (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 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 design of the subdivision balances hardscaped and landscaped surfaces. A five-foot access and landscape easement along the northerly (front) property line is included as a condition of approval. The space for sidewalk and parkway is approximately seven feet, approximately two feet of which is available for parkway. Trees do not grow well in such a narrow space and any growth impacts sidewalk safety. Also affecting tree growth is aerial utility lines running parallel to the sidewalk. The easement will provide more space for street trees to grow at the crown, thereby shading and naturally cooling more area.

As shown on the Vesting Tentative Tract Map, the site contains numerous mature trees. The site design, in particular, the location of fire lane and building pads necessitates the removal of some of the trees. Landscaping areas and yards are dispersed throughout the site and provide locations to replace lost trees. Trees are known for naturally cooling surfaces and air temperature; therefore, a condition of approval requires providing two trees per residential lot, the species and size shall be approved by the City.

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 11-2.116.)*

The project site has a General Plan Land Use Designation of Agricultural Residential and allows up to 10.89 units per acre. The proposed 39,482-square-foot, ten-lot (nine single-family lots and one common lot) project's density is 9.9 units per acre.

3. *The Subject Site is physically suitable for the type and density of development proposed in the Tentative Tract. (See Gov. Code Section 66474; Lomita Municipal Code Section 11-2.116.)*

The project site is adequate in size, shape, topography, location, and other factors to accommodate the proposed use and development of a nine single-family lot development. The nine new single-family lots will connect into the existing utility network available to the flat parcel and make upgrades as needed.

The proposed development will maintain adequate street access for pedestrians and vehicles as well as adequate capacity for parking and traffic. The three existing driveways will be reduced to one 26-foot-wide driveway. The internal driveway will provide full access to the development and serve as a fire lane. The proposed development requires two parking spaces within an enclosed two-car garage for each unit and one guest parking space per every two units without direct street frontage. The project design meets the required parking standards and promotes safe and convenient pedestrian and vehicular circulation.

Condition No. 46 requires the removal of the existing structures before the final map is recorded.

4. *The subdivision design and improvements proposed in the Tentative Tract 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 vegetation onsite includes shrubs and trees including several mature trees that provide some canopy coverage. None of the existing urban introduced landscaping is a candidate for sensitive or special status species. The project would not significantly impact wildlife or wildlife habitat. Tree removal may affect offspring survival; therefore, a condition of approval has been included to require the removal of existing trees outside of the nesting season defined by the California Department of Fish and Wildlife as February 1 through August 15.

5. *The subdivision design and type of improvements proposed in the Tentative Map are not likely to cause serious public health problems. (See Gov. Code Section 66474; Lomita Municipal Code Section 2.116.)*

The subdivision design in accordance with the planned residential development standards is similar to the cul-de-sac designs nearby on Becknell and Bani Avenue, except it provides access via a private driveway instead of creating a dead-end public street terminating at a cul-de-sac. The alternative private right-of-way design is acceptable as it provides all necessary private and emergency access.

Also, 253<sup>rd</sup> Street's most recent subdivisions on Bani and Becknell Avenues did not dedicate five feet of frontage along 253<sup>rd</sup> Street. The entire block has a

50-foot right-of-way width. As it is not foreseeable that the General Plan's ideal 60-foot right-of-way width will be fully realized, accepting a five-foot easement as an alternative to a dedication maintains the block's existing pattern of development, provides for an accessible path of travel, and meets street tree requirements/natural cooling objectives.

The project meets all standards of Title XI Chapter 2's for Lot Design. All development and public improvements will occur per applicable standards and codes, including the zoning and building codes. Though the area is deficient in stormwater drains, the area has been occupied by residential improvements similar to the proposed dwellings. This project will collect stormwater on site in accordance with Low Impact Development Standards. (COA No. 21)

The subdivision design, alternative right-of-way cross section design, and type of improvements can be seen with certainty to not cause any serious public health problems.

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 11-2.116.)*

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 and/or easements within the tract map. The vesting map includes a utility easement located along the westerly property line. The existing rights-of-way remain intact and there is no foreseeable interference.

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.

8. *The subdivision and improvements proposed in the Vesting Tentative Tract Map help the City of Lomita meet its regional housing needs. (See Gov. Code Section 66474.6.)*

A net six dwellings will be created from this development. The Housing Element noted that more than 32% of households in 2013 were overpaying for their housing. The Planned Residential Development, which relies on this subdivision, provides a less costly option to purchase/rent and maintain single-family homes.

Therefore, pursuant to the Municipal Code and California Government Code Sections

66473.5 and 66474 (A through G), the proposed tract map qualifies for approval.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Lomita hereby recommends City Council approval of Vesting Tentative Tract Map No. 83968 subject to the following conditions:

**GENERAL PROJECT CONDITIONS**

1. This Vesting Tentative Tract Map is granted for the property described in the January 8<sup>th</sup>, 2024, 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 Tract Map dated February 21, 2023, shall automatically become null and void 24 months from the date of City Council's approval. 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 County of Los Angeles Fire Department attached conditions.
4. 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.
5. The second sheet of building plans, grading plans, and/or offsite improvement plans shall list all conditions of approval and include a copy of the Planning Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check.
6. Prior to the issuance of buildings permits, Developer shall sign a letter agreeing to the conditions of approval within this resolution.
7. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property.
8. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the project property.

## **PUBLIC WORKS CONDITIONS**

### *General*

9. 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.
10. All public improvements, including new water service lines, meters, and frontage improvements shall be constructed per the City's Standard Drawings and Standard Specifications.
11. Developer shall conduct a pre-construction meeting with the City's Public Works prior to grading permit issuance.

### *Water*

12. 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.
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. Developer shall pay the applicable Water Facilities fee.
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.

### *Sewer*

16. Sewer Study shall be reviewed and approved by the City Engineer or his/her designee, prior to the issuance of permits. If sewer is found to be inadequate, sewer improvement plans shall be submitted to the City for approval and required improvements shall be made at the sole cost to the property owner/developer.

### *Grading and Drainage*

17. Prior to issuing a grading permit or final map approval, the developer shall either construct or post security for all required public improvements.

### *Soils*

18. Prior to the final map hearing, a soils report is required.
19. A geotechnical and soils investigation report is required, the duties of the soils engineer of record, as indicated on the first sheet of the approved plans, shall include the following:
  - a) Observation of cleared areas and benches prepared to receive fill;
  - b) Observation of the removal of all unsuitable soils and other materials;
  - c) The approval of soils to be used as fill material;
  - d) Inspection of compaction and placement of fill;
  - e) The testing of compacted fills; and
  - f) The inspection of review of drainage devices
20. The owner shall retain the soils engineer preparing the Preliminary Soils and/or Geotechnical Investigation accepted by the City for observation of all grading, site preparation, and compaction testing. Observation and testing shall not be performed by another soils and/or geotechnical engineer unless the subsequent soils and/or geotechnical engineer submits and has accepted by the Public Works Department, a new Preliminary Soils and/or Geotechnical Investigation.

### *Stormwater*

21. Stormwater Planning Program LID Plan Checklist (Form MS4-1 PC) completed by Engineer of Record shall be copied on the first sheet of Grading Plans (form available at <https://www.dropbox.com/scl/fi/3cbtiwjvr6l3tavligd42/LOMITA-MS4-1-LID-Determination-Form.pdf?rlkey=58f40gvnxnhnk48r1ci153h29&dl=0>).

### *Public Right-of-Way*

22. Civil engineering plans shall be submitted for all right-of-way improvement prior to plan submission to the Building and Safety Division.
23. Rehabilitate existing street pavement along the length of the property frontage to the centerline of the street and as directed by the City Engineer or his/her designee.
24. Close existing driveway apron, install necessary improvements (parkway, landscape, sidewalk, curb and gutter, any others as applicable) to match required adjacent sections, and as directed by the City Engineer or his/her designee.
25. Install new driveway approach in accordance with SPPWC Standard Plan 110-2, and as directed by the City Engineer or his/her designee.
26. Install new concrete sidewalk along the length of the property frontage in accordance with SPPWC Standard Plan 113-2, and as directed by the City



Engineer and/or his/her designee. A five-foot concrete sidewalk behind landscaped parkway is recommended.

27. Remove and replace broken and off-grade curb and gutter in accordance with SPPWC Standard Plan 120-2 and as directed by the City Engineer or his/her designee.
28. The approved building address(es) shall be painted on the curb to the City's standards as required by the Public Works Inspector prior to final inspection.
29. All project driveways, approaches, and adjacent sidewalk area shall be constructed to meet American Disabilities Act requirements.
30. Before the City accepts any median, parkway, or planted-landscape easement, the landscaping thereon must complete a plant establishment period of 90 days.

## **PLANNING CONDITIONS**

### *Subdivision*

31. The final map shall not be recorded until there is compliance with all conditions of approval, unless stated otherwise in this resolution.
32. A preliminary tract map guarantee shall be provided which indicates all trust deeds (to include the name of the trustee), all easement holders, all fee interest holders, and all interest holders whose interest could result in a fee. The account for this title report shall remain open until the final tract map is filed with the Los Angeles County Recorder.
33. Prior to the final map recordation, all existing structures shall be demolished to ensure that there are no improvements straddling any new property line.
34. 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<sup>th</sup>.
35. Developer shall pay all in-lieu dedication fees prior to recording the final map.
36. Provide 5-foot by 165-foot landscape and access easement along the northerly property line.
37. All new and modified utility lines shall be placed underground.
38. Easements shall not be granted or recorded within any area proposed to be dedicated, offered for dedication, or granted for use as a public street, alley, highway, right of access, building restriction, or other easements until after the final

tract map is approved by the City and filed with the Los Angeles County Recorder, unless such easement is subordinated to the proposed dedication or grant. If easements are granted after the date of tentative approval, the easement holder shall execute a subordination prior to the filing of the final tract map.

39. Monumentation of tract map boundaries, street centerlines, and lot boundaries is required if the map is based on a field survey.
40. All conditions from City Departments and Divisions shall be incorporated into the tract map prior to submitting the tract map for review.
41. In accordance with California Government Code Sections 66442 and/or 66450, documentation shall be provided indicating the mathematical accuracy and survey analysis of the tract map and the correctness of all certificates. Proof of ownership and proof of original signatures shall also be provided.
42. Proof of Tax clearance shall be provided at the time of tract map review submittal.
43. Upon submittal of the parcel map for review by the City, a letter signed by both the subdivider and the engineer shall be provided which indicates that these individuals agree to submit one (1) blueprint, one (1) sepia mylar, and electronic .pdf copy on a CD of the recorded map to the City's Public Works Department.
44. A reciprocal easement for ingress and egress, sanitary sewer, utility, drainage, and water shall be provided for each property that does not front or have direct access to the public right-of-way. Services to each property shall be underground and shall be located in a trench within this easement.
45. Existing structures shall be demolished prior to the approval of the map.
46. Any covenants, conditions, and restrictions (CC&R's) applicable to the project property shall be consistent with the terms of this Tentative Tract Map and the City Code. If there is a conflict between the CC&R's and the City Code or this permit, the City Code or this permit shall prevail.
47. Developer shall establish a homeowner's association and the association shall be responsible for the maintenance of the private driveway, landscaping and any other interior areas held in common by the association and for the enforcement of CC&R's related to property maintenance.
48. Developer shall include in all deeds for the project and in the CC&R's a prohibition against parking recreational vehicles.
49. Guest parking spaces shall not be assigned to any one residential unit and a sign shall be installed at each space. These requirements shall be included in the CC&Rs.

### *Planned Residential Development*

50. Developer shall satisfy all private property tree requirements prior to finalization of building permits.
51. Lighting shall not constitute a hazard to vehicular traffic, either on private property or adjoining streets. Developer shall recess or conceal under-canopy lighting elements so as not be directly visible from a public street. Light shall not trespass more than 10 feet onto adjacent property.
52. Ground-mounted utility equipment, including transformers, is not permitted within the front yard setback.
53. Each single-family dwelling's open space shall be equipped with a water spigot and electrical outlet.
54. Common trash enclosure area shall be screened and the design is subject to the review of the Community and Economic Development Director.
55. Developer shall pay the applicable development fees before issuance of building permits.
56. Signs labeled "Guest Parking" shall be posted at each of the three guest parking spaces.

### *Landscaping*

57. A minimum of 50% of the front yard shall be irrigated and landscaped with drought-tolerant plants. Plans shall be approved by the Planning Division.
58. Prior to issuance of grading permits, the developer shall submit a tree removal, preservation, and planting plan for approval.
59. The subdivision shall have at least two trees per lot. All trees planted or placed on the project property by Developer shall be at least 24-inch-box size.

### **FIRE DEPARTMENT CONDITIONS**

60. Attached Conditions Reference EPIC-LA Number FLDU2023001741 dated 9/5/2023.

### **INDEMNIFICATION**

Applicant agrees, as a condition of adoption of this resolution, at Applicant' 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. Applicant' commencement of construction or operations pursuant to the resolution shall be deemed to be an acceptance of all conditions thereof.


## COMPLIANCE

If Applicant, owner, or tenant fails to comply with any of the conditions of this permit, the Applicant, owner or tenant shall be subject to a civil fine pursuant to the City of Lomita Municipal Code.


If any of the conditions of the Vesting Tentative Tract Map are not complied with or upon notice of a violation by the Code Enforcement Division, the Planning Commission, after written notice to the Applicant and a noticed public hearing, may in addition to revoking the permit, amend, delete, or add conditions to this permit at a subsequent public hearing.

**PASSED, APPROVED, and ADOPTED** by the Planning Commission of the City of Lomita on this 11<sup>th</sup> day of March 2024, by the following vote:

AYES: Commissioners: Dever, Mattingly, Santos, Steinbach, Stephens, and  
Vice-Chair Graf  
NOES: None  
ABSENT: None  
ABSTAIN: Chair Cammarata



Steven Cammarata, Chairperson

ATTEST:   
Brianna Rindge, AICP  
Community and Economic Development Director

Within 30 days of the date of this decision for an exception, permit, change of zone, or other approval, or by the person the revocation of whose permit, exception, change of zone, or other approval is under consideration, of notice of the action of, or failure to act by, the Commission, any person dissatisfied with the action of, or the failure to act by, the Commission may file with the City Clerk an appeal from such action upon depositing with said Clerk an amount specified by resolution of the City Council. 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.



**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:	FLDU2023001741	PROJECT NUMBER:	TR83968
CITY/COMMUNITY:	Lomita	STATUS:	Cleared
PROJECT ADDRESS:	2418 253rd Street Lomita, CA 90717	DATE:	09/05/2023

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**CONDITIONS**

1. A common access agreement is required for the private driveway since multiple units are sharing the same access. Submit a copy of Covenant, Conditions and Restrictions (CC&R) document to the Fire Department's Land Development Unit for review and acceptance prior to Final Map clearance. Submittal shall be performed through EPIC-LA in the project's Final Map plan number.
2. The driveways required for Fire Apparatus Access Roads shall be indicated on the Final Map as "Private Driveway and Fire Lane" with the widths clearly depicted.
3. A digital copy of the Final Map shall be submitted to the Fire Department's Land Development Unit for review and approval prior to recordation. Submittal shall be provided through EPIC-LA using the following Plan Type: Fire Land Development—City Request—Final Map (Tract/Parcel).
4. Tentative Parcel Map 83968 (FLDU2023001741) 2418 253rd St, Lomita, CA 90717, has satisfied the County of Los Angeles Fire Department Fire Prevention Division Land Development review.

For any questions regarding the report, please contact Nancy Rodeheffer at (323) 890-4243 or [Nancy.Rodeheffer@fire.lacounty.gov](mailto:Nancy.Rodeheffer@fire.lacounty.gov).



# VESTING TENTATIVE TRACT NO. 83968

IN THE CITY OF LOMITA  
COUNTY OF LOS ANGELES  
STATE OF CALIFORNIA

FOR PLANNED UNIT DEVELOPMENT PURPOSES

PROPOSED PROJECT

SHEET 2 OF 2 SHEET

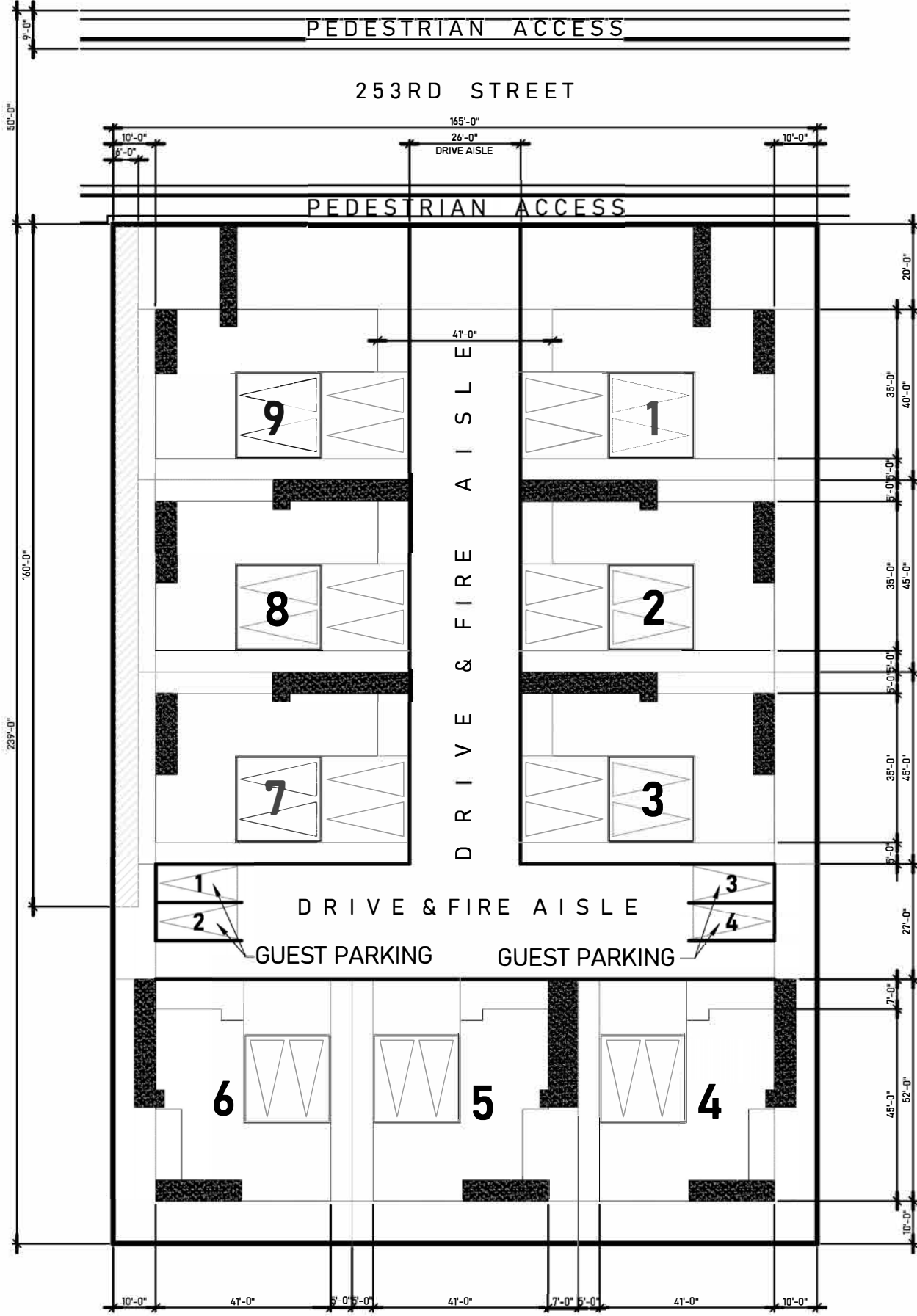
ENGINEER  
**DENN ENGINEERS**  
3914 DEL AMO BOULEVARD, STE. 921  
TORRANCE, CA 90503  
310-542-9433



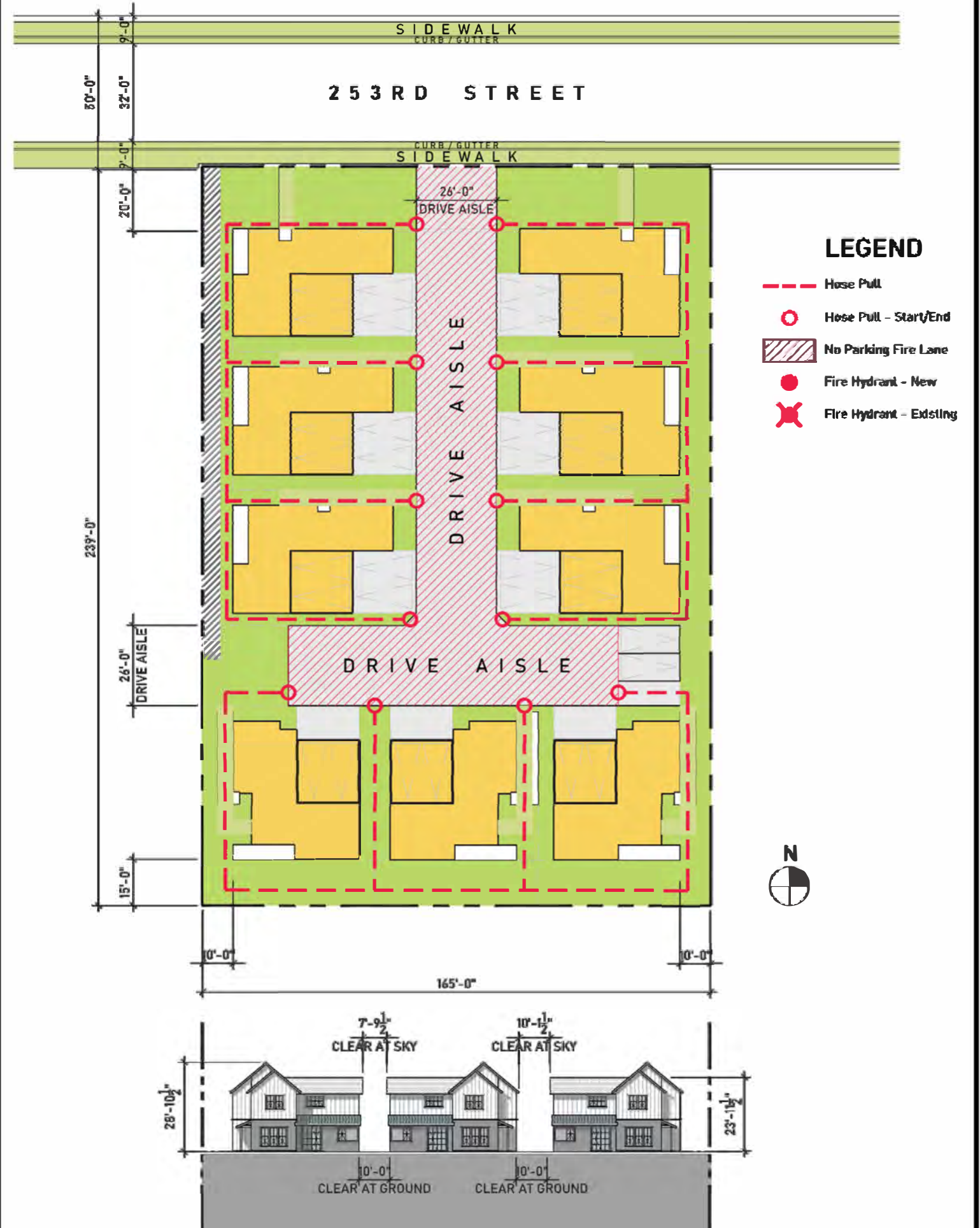
GARY J. ROEHL R.C.E. 30826

DATE 2-15-2023

22-355



PROPOSED SITE PLAN



SOUTH ELEVATION

PROPOSED FIRE LANE



**MATERIAL LEGEND**

- 1 Metal Gutter (C7)
- 2 Board & Batten Siding
- 3 Cement Plaster (00/20 Saint Finis)
- 4 Recessed Vinyl Windows (04/04 Black)
- 5 Clear Douglas Fir Doors
- 6 Vinyl Sliding Door (04/04 White)
- 7 Shucco Expansion Joints
- 8 Metal Roof
- 9 Wood Trim
- 10 Wood Uncovered Vent
- 11 Brick Veneer

**PAINT LEGEND**

- P1 Dunn Edwards Paint: Igloo (DEW379)
- P2 Dunn Edwards Paint: White Lake (DEA322)
- P3 Dunn Edwards Paint: Charcoal Smudge (DEA370)



## CITY OF LOMITA CITY COUNCIL REPORT

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

**FROM:** Joe Hoefgen, Interim City Manager

**PREPARED BY:** Brianna Rindge, AICP, Director of Community & Economic Development

**DATE:** April 2, 2024

**SUBJECT:** Discussion and Consideration of a Resolution Amending Vesting Tentative Tract Map No. 74138 to Amend Phase 2 of a Mixed-Use Project Consisting of the Development of 16 Residential Units with a Total of 39 Parking Spaces Located at 24516 Narbonne Avenue within the D-C (Downtown Commercial) Zone

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### **RECOMMENDATION**

Conduct a public hearing and concur with Planning Commission's recommendation and adopt a resolution to amend Vesting Tentative Tract Map No. 74138 to amend Phase 2 of a mixed-use project consisting of the development of 16 residential units with a total of 39 parking spaces located at 24516 Narbonne Ave and recommending exemption finding from the California Environment Quality Act (CEQA).

### **BACKGROUND**

The subject property consists of two parcels, is slightly less than one acre in size, and is bounded by Narbonne Ave. to the west, 245th St. to the north, Woodward Ave. to the east and a public alley to the south.

On April 13, 2015, the Planning Commission approved Conditional Use Permit (CUP) No. 294 for Phase 1 of the project. Phase 1 is located on the westerly parcel and includes 3,700 square feet of commercial space, five residential units, and parking. Construction on Phase 1 was completed in 2019. During the review of the CUP application, the Planning Commission also conducted a pre-review of the proposed Phase 2 to provide feedback on the conceptual site plan and elevations.

The site of the 16 new units in Phase 2 of the project is located on the easterly parcel which is 27,840 square feet in size. As a result of the Planning Commission's conceptual



pre-review, the applicant amended plans for Phase 2; the number of units reduced from 22 to 16 and the parking modified to include individual 2-car garages. Staff at the time recommended approval as the new design serves more residential in nature and better complements nearby single-family residential uses.

The project previously included purchasing a portion of the public alley (190 linear feet beginning at Narbonne Ave.) from the City to be used as a pedestrian paseo, closing off vehicular access to Narbonne Avenue. The existing public alley connects Narbonne Ave. and Woodward Ave. and runs along the southern property line of both lots. Luigi Schiappa (applicant/developer) of Luigi Schiappa Development requests to amend previously approved Vesting Tentative Tract Map (VTTM) No. 74138 to remove the alley vacation and maintain the alley under City right-of-way. The timeline of the VTTM and alley vacation review is as follows.

- 6/8/2020: Planning Commission Resolution No. 2020-08 recommended City Council approve VTTM No. 74138.
- 8/4/2020: City Council Resolution No. 2020-27 approved a Modification to CUP No. 294 (*"Vacation of the alley by the City at its discretion, which is to be considered by the City Council after all conditions of the tentative map have been cleared and before recordation of the final map."*) and City Council Resolution No. 2020-28 approved VTTM No. 74138 with the same conditions as Planning Commission Resolution No. 2020-08.
- 12/22/2021: City Council Resolution No. 2021-48 declared intention to vacate approximately 2,850 ft<sup>2</sup> (15' by 190') of public alley and required that the Planning Commission find consistency with the General Plan.
- 7/11/2022: Planning Commission Resolution No. 2022-08 found consistency with the General Plan and recommended approval of the alley vacation to the City Council.

To date, the alley vacation approval has not appeared on the agenda for City Council as directed in 2022. In preparation for the Final Map review, staff gathered departmental and public input regarding the alley vacation. Not only has staff received numerous complaints from the public and adjacent property and business owners fearing closure of the alley for vehicular access, but Public Works discovered utility easements, and Planning discovered logistical flaws in the design. In addition, the approved brewery and other alcohol CUPs surrounding the site may spill into the alley, rendering the site less usable as intended and potentially causing violations of local and/or state code. The proposed change expands fire and safety access as well.

The staff understands that the acquisition of land from the City was necessary to enable the project to include 16 units in density under LMC. However, in this calculation, the number previously rounded down. LMC does not specify whether density calculations in such a situation should round down or up, but both LMC and State calculations for density

bonus round up. Staff recommends consistency in density calculations across LMC, therefore, the allowed density on the site under LMC and the General Plan is 16 units for Phase 2, even without the additional land acquired from any alley vacation.

## **ANALYSIS**

### **Environmental Determination**

The rescindment of the vacation is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. In accordance with Section 15332 (In-fill Development Projects) of the California Environmental Quality Act (CEQA) Guidelines, projects characterized as in-fill development meeting the conditions described in that section may be found to be exempt from the requirements of CEQA. The proposed project consists of 16 residential units for a total building area of 31,029 square feet. The development is fully located within the City limits, is on less than five acres, is consistent with the applicable General Plan and Zoning designations, is fully served by all required utilities, and the site is located in an urban area which has no value for sensitive or endangered habitat. Further a traffic report was prepared detailing that there will be no traffic impacts, and considering the project consists of residential uses, there should be no noise impact. Further, this vacation is categorically exempt per CEQA guidelines section 15305, minor alterations in land use limitations. The proposed project complies with all criteria for exemption because the average slope of the alleyway is less than 20%, and it does not result in any changes in land use or density. CEQA guidelines section 15304 also exempts this application as it allows for minor or public alterations in the condition of land, water and or vegetation and do not involve removal of healthy, mature, scenic trees or agricultural purposes to be exempt from CEQA. Since there is no development associated with the project that would impact land, water, and vegetation and would not involve the removal of healthy, mature, scenic trees or agricultural purposes the exemption is appropriate.

### **General Plan Designation**

The underlying general plan designation for the subject site is mixed-use. The mixed-use land use designation allows up to 22 units per acre and a floor area ratio of 2:1. The City is currently updating its 25-year-old General Plan including the Land Use Element. In November 2023, City Council selected a draft Future Land Use Designations map to be adopted in fall 2024. This map designates the subject property as mixed-use up to 30 dwelling units per acre. The proposed development is well within the confines of this Preferred Future Land Use Plan.

### **Zoning Designation & Standards**

The underlying zoning designation for the subject site is D-C (Downtown Commercial) and the property is within the Mixed-Use Overlay. The proposal does not request any change to the brewery or residential use of the site.

### Adjacent Zoning & Land Use

North	D-C (Downtown Commercial); R-1 (Single Family Residential) Public Parking Lot, Non-conforming Multi-family Units, Preschool
South	D-C (Downtown Commercial) Commercial Uses
West	D-C (Downtown Commercial) Commercial Uses
East	R-1 (Single Family Residential) Single Family Residences

### Review of Vesting Tentative Tract Map

Staff reviewed VTTM No. 74138 and recommends approval with conditions. The request proposes no physical change to the existing private property's plan, beyond recommendation from the Public Works Department that the alley remain jurisdiction of the City due to several utility easements. Los Angeles County Fire Department's Land Development Division reviewed the tract map and site plan and recommended approval as shown in Attachment 1 Exhibit 1. Staff, Planning Commission, and City Council previously reviewed the project and deemed it in accordance with Article 4 (Design) of Chapter 2 (Division of Land) of Title IX (Planning and Zoning) of the LMC.

### Stormwater & Hazard Mitigation

According to FEMA Flood Insurance Rate Maps, Lomita does not lie within a 100-year nor a 500-year floodplain. However, the potential for localized flooding exists. The reopening of the alley would maintain swift access to utility easements and area available for further stormwater conveyance.

### Traffic Study & Vehicles Miles Traveled

Traffic engineering firm KOA Corp. prepared a traffic study which concluded that the additional trips generated by this project would not have a significant impact on any intersection during either peak period. The reopening of the alley for circulation may ameliorate traffic concerns on the block, particularly for service delivery vehicles.

### Landscape & Trees

As a condition of approval, the Public Works Director must review and approve a landscape and irrigation plan for the public ROW.

### Findings Required for Approval

Per LMC Sec. 11-2.116. - Criteria for rejection: "The city council may reject a tentative map if it finds that:

- a) The proposed map is not consistent with applicable general and specific plans.
- b) The design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.
- c) The site is not physically suitable for the type of development proposed.
- d) The site is not physically suitable for the proposed density of development.

- e) The design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
- f) The design of the subdivision or of the proposed improvements is likely to cause serious public health problems.
- g) The design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. In this connection, the governing body may approve a map if it finds that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction and no authority is hereby granted to a legislative body to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision.

Per Lomita Municipal Code, City Council shall not deny approval of a final subdivision map pursuant to section 66474 of the Subdivision Map Act, if it has previously approved a tentative map for the proposed subdivision and if it finds that the final map is in substantial compliance with the previously approved tentative map.

Due to the Public Works Department's discovery of a series of utility easements within the alley, the City Council would not be able to approve the final map. However, the final sentence states that the City Council cannot deny a final map if it previously approved a compliant tentative map. The amendment to VTTM No. 74138 would adopt a compliant tentative map and allow the City Council to approve the final map.

### **FISCAL IMPACT**

The City will no longer receive the estimated \$43,000 in exchange for the alley vacation; however, the City will maintain jurisdiction of the entire alley for the benefit of utility work/access and future improvements.

### **PLANNING COMMISSION**

On March 11, 2024, the Planning Commission recommended approval of the draft resolution.

### **OPTIONS**

1. Approve the resolution.
2. Approve the resolution with amendments.
3. Provide staff with further direction.

## **PUBLIC NOTICE**

Notices of this hearing, dated March 18, 2024, were mailed to property owners within 300 feet of the subject property and posted on the Lomita City webpage and at Lomita City Hall and Lomita Park.

## **ATTACHMENTS**

1. Proposed Resolution
2. Vicinity Map
3. Zoning Map
4. General Plan Map
5. Aerial Photograph
6. Notice of Exemption
7. Vesting Tentative Tract Map No. 74138

Reviewed by:

*Gary Sugano*

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Gary Y. Sugano  
Assistant City Manager

Approved by:

*Joe Hoefgen*

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Joe Hoefgen  
Interim City Manager

Prepared by:

*Brianna Rindge*

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Brianna Rindge  
Community & Economic Development Director

**RESOLUTION NO. 2024-06**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING AN AMENDMENT TO VESTING TENTATIVE TRACT MAP NO. 74138 FOR PHASE 2 OF A 2-PHASE MIXED-USE PROJECT CONSISTING OF THE DEVELOPMENT OF 16 NEW RESIDENTIAL UNITS WITH A TOTAL OF 39 PARKING SPACES, LOCATED AT 24516 NARBONNE AVENUE WITHIN THE D-C, DOWNTOWN COMMERCIAL ZONE. PHASE 1 OF THE PROJECT INCLUDED 3,700 SQUARE FEET OF COMMERCIAL SPACE, FIVE RESIDENTIAL UNITS, AND ASSOCIATED PARKING. FILED BY LUIGI SCHIAPPA OF LUIGI SCHIAPPA DEVELOPMENT, 2040 LOMITA BOULEVARD, SUITE 100, LOMITA CA 90717**

**THE CITY COUNCIL OF THE CITY OF LOMITA DOES HEREBY FIND, ORDER, AND RESOLVE AS FOLLOWS:**

Section 1. Recitals

- A. On April 13, 2015, the Planning Commission adopted Resolution No. 2015-19 approving Conditional Use Permit (“CUP”) No. 294 for Phase 1 of the project which included 3,700 square feet of commercial space, five residential units and associated parking.
- B. On June 8, 2020, the Planning Commission held a duly noticed public hearing and accepted testimony regarding Phase 2 of the project, including 16 new residential units, adopting Resolution No. 2020-08 recommending that the City Council approve Vesting Tentative Tract Map (“VTTM”) No. 74138.
- C. On August 4, 2020, City Council Resolution No. 2020-27 approved a Modification to CUP No. 294 and City Council Resolution No. 2020-28 approved VTTM No. 74138 with the same conditions as Planning Commission Resolution No. 2020-08.
- D. On December 22, 2021, City Council City Council Resolution No. 2021-48 declared the intention to vacate approximately 2,850 ft<sup>2</sup> (15’ by 190’) of the public alley and required that the Planning Commission find consistency with the General Plan.
- E. On July 11, 2022, Planning Commission Resolution No. 2022-08 found consistency with the General Plan and recommended approval of the alley vacation to the City Council.
- F. On March 11, 2024, the Planning Commission adopted Resolution No. 2024-03 recommending that the City Council approve the subject amendment to Vesting Tentative Tract Map No. 74138.
- G. On April 2, 2024, the City Council held a duly noticed public hearing and accepted public testimony for an application to amend Vesting Tentative Tract Map No.

74138 to rescind the alley vacation from the project. Filed by Luigi Schiappa of Luigi Schiappa Development at 2040 Lomita Blvd. Lomita, CA 90717 (“Applicant”/“Developer”).

- H. The subject site is zoned D-C (Downtown Commercial), lies within the Mixed-Use overlay zone, and is designated Mixed-Use by the City’s General Plan.
- I. The proposed subdivision, together with the provisions for its design and improvement, is consistent with the City’s General Plan and Title 11 of the Lomita Municipal Code, which allows mixed use on this site and encourages residential development.
- J. The Los Angeles County Fire Department has reviewed the proposed project and concludes that adequate water supply exists to meet current and anticipated fire suppression needs and the design provides adequate access. The approval is attached to this resolution as **Exhibit A**.
- K. The rescindment of the vacation is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. In accordance with Section 15332 (In-fill Development Projects) of the California Environmental Quality Act (CEQA) Guidelines, projects characterized as in-fill development meeting the conditions described in that section may be found to be exempt from the requirements of CEQA. The proposed project consists of 16 residential units for a total building area of 31,029 square feet. The development is fully located within the City limits, is on less than five acres, is consistent with the applicable General Plan and Zoning designations, is fully served by all required utilities, and the site is located in an urban area which has no value for sensitive or endangered habitat. Further, a traffic report was prepared detailing that there will be no traffic impacts, and considering the project consists of residential uses, there should be no noise impact. Further, this vacation is categorically exempt per CEQA guidelines section 15305, minor alterations in land use limitations. The proposed project complies with all criteria for exemption because the average slope of the alleyway is less than 20%, and it does not result in any changes in land use or density. CEQA guidelines section 15304 also exempts this application as it allows for minor or public alterations in the condition of land, water, and or vegetation and do not involve the removal of healthy, mature, scenic trees or agricultural purposes to be exempt from CEQA. Since there is no development associated with the project that would impact land, water, and vegetation and would not involve the removal of healthy, mature, scenic trees or agricultural purposes, the exemption is appropriate.
- L. 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. The proposed tentative parcel map is in conformance with Section 11-2.116 of the Lomita Municipal Code, the City's General Plan, and Sections 66474.6, 66473.1, 66473.5 and 66474 (A) through (G) of the Subdivision Map Act:

- A. The map is consistent with the General Plan's land use designation as mixed-use. The amendment makes no change to the brewery nor the residential use on the project site.
- B. The site is physically suitable for this type of development. The project meets all required development standards. In addition, proposed subdivision is designed, to the extent feasible, to provide for passive or natural heating or cooling opportunities due to the retention of the alleyway and the east-west orientation of lots.
- C. The site is physically suitable for the density of development. The amendment does not change the number nor the size of units on the project site.
- D. The project design is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. The site is located in an urbanized area and no fish, no wildlife or their habitats can be impacted by its development and is exempt from CEQA requirements.
- E. The design of the subdivision will not cause serious public health problems. Sewer discharge requirements will occur pursuant to Section 66474.6 of the Subdivision Map Act.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lomita hereby approves a modification to Tentative Tract Map No. 74138 subject to the following conditions:

### **GENERAL PROJECT CONDITIONS**

1. This permit 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. This permit is granted for the tentative map dated August 3, 2023 ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Community & Economic Development Director or a modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls.
3. All conditions within Resolution No. PC 2015-19 shall remain in effect unless otherwise indicated within this resolution's conditions of approval.
4. Only conditions of approval numbers 1 through 77 within Resolution No. PC 2020-08 shall remain in effect unless otherwise indicated within this resolution's conditions of approval.



5. Developer shall submit right-of-way improvement plans to be reviewed and approved by the City's Public Works Department. The improvements shall be installed and pass inspection prior to issuance of certificate of occupancy of any unit within Phase 2 of the project.

Section 3. This Resolution will become effective immediately upon adoption.

Section 4. The City Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

**PASSED, APPROVED, AND ADOPTED**, this 2nd day of April 2024.

\_\_\_\_\_  
Bill Uphoff, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

2 LOTS  
39,876 SQ. FT.

SHEET 1 OF 3 SHEETS

# TRACT NO. 74138

IN THE CITY OF LOMITA  
COUNTY OF LOS ANGELES  
STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF LOT  
35 AND LOTS 36 THROUGH 40, INCLUSIVE,  
TRACT 47, AS PER MAP RECORDED IN BOOK  
12, PAGE 181 OF MAPS, IN THE OFFICE OF  
THE COUNTY RECORDER OF SAID COUNTY.

## FOR CONDOMINIUM PURPOSES

**OWNER'S STATEMENT:**

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDERLINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

WE HEREBY DEDICATE TO THE PUBLIC USE ALL STREETS, HIGHWAYS AND OTHER PUBLIC WAYS SHOWN ON SAID MAP.

WE HEREBY DEDICATE TO THE CITY OF LOMITA, THE EASEMENTS FOR PUBLIC SIDEWALK AND EMERGENCY ACCESS AND FIRE LANE PURPOSES, SO DESIGNATED ON SAID MAP AND ALL USES INCIDENT THERETO.

LA PIAZZA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY (OWNER)  
BY: LUIGI SCHIAPPA DEVELOPMENT, INC. (MANAGING MEMBER)

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ACACIA RESIDENCES LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, (OWNER)  
BY: MILAN FAMILY HOLDINGS (MANAGING MEMBER)

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

FIRST REPUBLIC BANK AS BENEFICIARY UNDER A DEED OF TRUST RECORDED OCTOBER 4, 2021 AS INSTRUMENT NO. 20211502738, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY

BY: \_\_\_\_\_  
JP MORGAN CHASE BANK SUCCESSOR BY MERGER TO FIRST REPUBLIC BANK

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

RACHID ABOU FADEL, TRUSTEE OF THE RACHID ABOU FADEL LIVING TRUST DATED FEBRUARY 22, 2000, AS BENEFICIARY, OR LAN MANAGEMENT INC., A CALIFORNIA CORPORATION, AS TRUSTEE, UNDER A DEED OF TRUST RECORDED IN JUNE 28, 2022 AS INSTRUMENT NO. 20220672117, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**SIGNATURE OMISSION NOTES:**

THE SIGNATURES OF THE PARTIES NAMED HEREINAFTER AS OWNERS OF THE INTEREST SET FORTH, HAVE BEEN OMITTED UNDER THE PROVISIONS OF THE SUBDIVISION MAP ACT SECTION 66436 (a)(3)(A)(i-viii), AS THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY.

THE SIGNATURE OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, ITS SUCCESSORS AND ASSIGNS, HOLDER OF AN EASEMENT AND RIGHT OF WAY TO CONSTRUCT, USE, MAINTAIN, OPERATE, ALTER, ADD TO, REPAIR, REPLACE, RECONSTRUCT, INSPECT, AND REMOVE AT ANY TIME UNDERGROUND ELECTRICAL AND COMMUNICATION SYSTEMS IN, ON, AND OVER PORTIONS OF LOTS 36 AND 37 AS DESCRIBED IN THE DEED RECORDED AUGUST 16, 2018, AS INSTRUMENT NO. 20180827289 OF OFFICIAL RECORDS.

THE SIGNATURE OF THE NARBONNE RANCH WATER CO. NO. 2, HOLDER OF EASEMENT TO LAY AND MAINTAIN WATER PIPES FOR DOMESTIC AND IRRIGATION PURPOSES AS PROVIDED IN THE DEED RECORDED 2/2/1912, IN BOOK 4879 PAGE 74 OF DEEDS. SAID EASEMENT IS BLANKET IN NATURE AND CANNOT BE LOCATED OF RECORD

THE SIGNATURE OF SOUTHERN CALIFORNIA GAS COMPANY, A CALIFORNIA CORPORATION, PRESENT OWNER OF AN EASEMENT FOR PUBLIC UTILITIES, AS DISCLOSED BY GRANT OF EASEMENT RECORDED DECEMBER 16, 2022 AS INSTRUMENT NO. 20221178428 OF OFFICIAL RECORDS OF LOS ANGELES COUNTY SAID EASEMENT IS BLANKET IN NATURE AND CANNOT BE LOCATED OF RECORD

THE SIGNATURE OF SOUTHERN CALIFORNIA EDISON COMPANY, A CALIFORNIA CORPORATION, PRESENT OWNER OF AN EASEMENT FOR PUBLIC UTILITIES, AS DISCLOSED BY GRANT OF EASEMENT RECORDED DECEMBER 22, 2022 AS INSTRUMENT NO. 20221194232 OF OFFICIAL RECORDS OF LOS ANGELES COUNTY

SEE SHEET 2 FOR NOTARY ACKNOWLEDGEMENTS



**ENGINEER'S STATEMENT:**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A TRUE AND COMPLETE FIELD SURVEY PERFORMED BY ME OR UNDER MY DIRECTION IN OCTOBER 13, 2020, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LA PIAZZA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ON OCTOBER 28, 2019.

I HEREBY STATE THAT THIS TRACT MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY; THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED; AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

\_\_\_\_\_  
GARY J. ROEHL, R.C.E. NO. 30826 DATE

**CITY SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF SUBDIVISION ORDINANCES OF THE CITY OF LOMITA APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT WITH RESPECT TO CITY RECORDS.

\_\_\_\_\_  
DAVID T. ROSELL DATE  
ACTING CITY SURVEYOR, CITY OF LOMITA  
P.L.S. 6281

**CITY CLERK'S CERTIFICATE:**

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF LOMITA BY MOTION ADOPTED AT ITS SESSION ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ APPROVED THE ANNEXED MAP AND ACCEPT ON BEHALF OF THE PUBLIC ALL STREETS, HIGHWAYS, AND OTHER PUBLIC WAYS SHOWN ON SAID MAP, SAID COUNCIL DID ALSO ACCEPT ON BEHALF OF THE CITY, EASEMENTS FOR PUBLIC SIDEWALK, EMERGENCY ACCESS AND FIRE LANE PURPOSES SO DESIGNATED ON SAID MAP

\_\_\_\_\_  
CITY CLERK, CITY OF LOMITA DATE

**SPECIAL ASSESSMENT'S CERTIFICATE:**

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF LOMITA, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

\_\_\_\_\_  
CITY CLERK, CITY OF LOMITA DATE

**BASIS OF BEARINGS:**

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING N00°00'00"E OF THE CENTERLINE OF NARBONNE AVENUE, AS SHOWN ON TRACT NO. 47 FILED IN BOOK 12, PAGE 181 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**CONDOMINIUM NOTE:**

THIS 2 LOT TRACT IS APPROVED AS A CONDOMINIUM PROJECT FOR 16 (SIXTEEN) UNITS IN LOT 2, WHEREBY THE OWNERS OF THE UNITS OF AIRSPACE WILL HOLD AN UNDIVIDED INTEREST IN THE COMMON AREAS THAT WILL, IN TURN, PROVIDE THE NECESSARY ACCESS AND UTILITY EASEMENT FOR THE UNITS.

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS  
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY \_\_\_\_\_ DEPUTY DATE

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ \_\_\_\_\_ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF TRACT NO. 74138 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS  
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY \_\_\_\_\_ DEPUTY DATE

# TRACT NO. 74138

IN THE CITY OF LOMITA  
COUNTY OF LOS ANGELES  
STATE OF CALIFORNIA

FOR CONDOMINIUM PURPOSES

CERTIFICATE OF ACKNOWLEDGEMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

ON \_\_\_\_\_, BEFORE ME, \_\_\_\_\_  
A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_  
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

MY PRINCIPAL PLACE OF BUSINESS IS IN \_\_\_\_\_

MY COMMISSION NO. \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

CERTIFICATE OF ACKNOWLEDGEMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

ON \_\_\_\_\_, BEFORE ME, \_\_\_\_\_  
A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_  
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

MY PRINCIPAL PLACE OF BUSINESS IS IN \_\_\_\_\_

MY COMMISSION NO. \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

CERTIFICATE OF ACKNOWLEDGEMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

ON \_\_\_\_\_, BEFORE ME, \_\_\_\_\_  
A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_  
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

MY PRINCIPAL PLACE OF BUSINESS IS IN \_\_\_\_\_

MY COMMISSION NO. \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

# TRACT NO. 74138

IN THE CITY OF LOMITA  
 COUNTY OF LOS ANGELES  
 STATE OF CALIFORNIA

FOR CONDOMINIUM PURPOSES



County of Los Angeles  
 Fire Department  
 Fire Prevention Division  
 Land Development Unit

**APPROVED**  
**ACCESS REQUIREMENT ONLY**

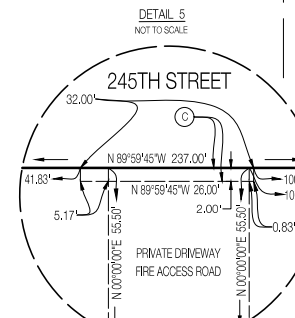
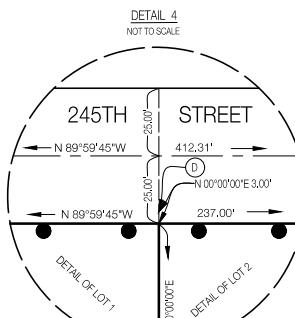
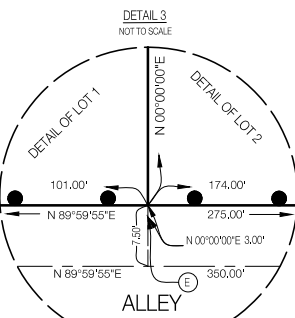
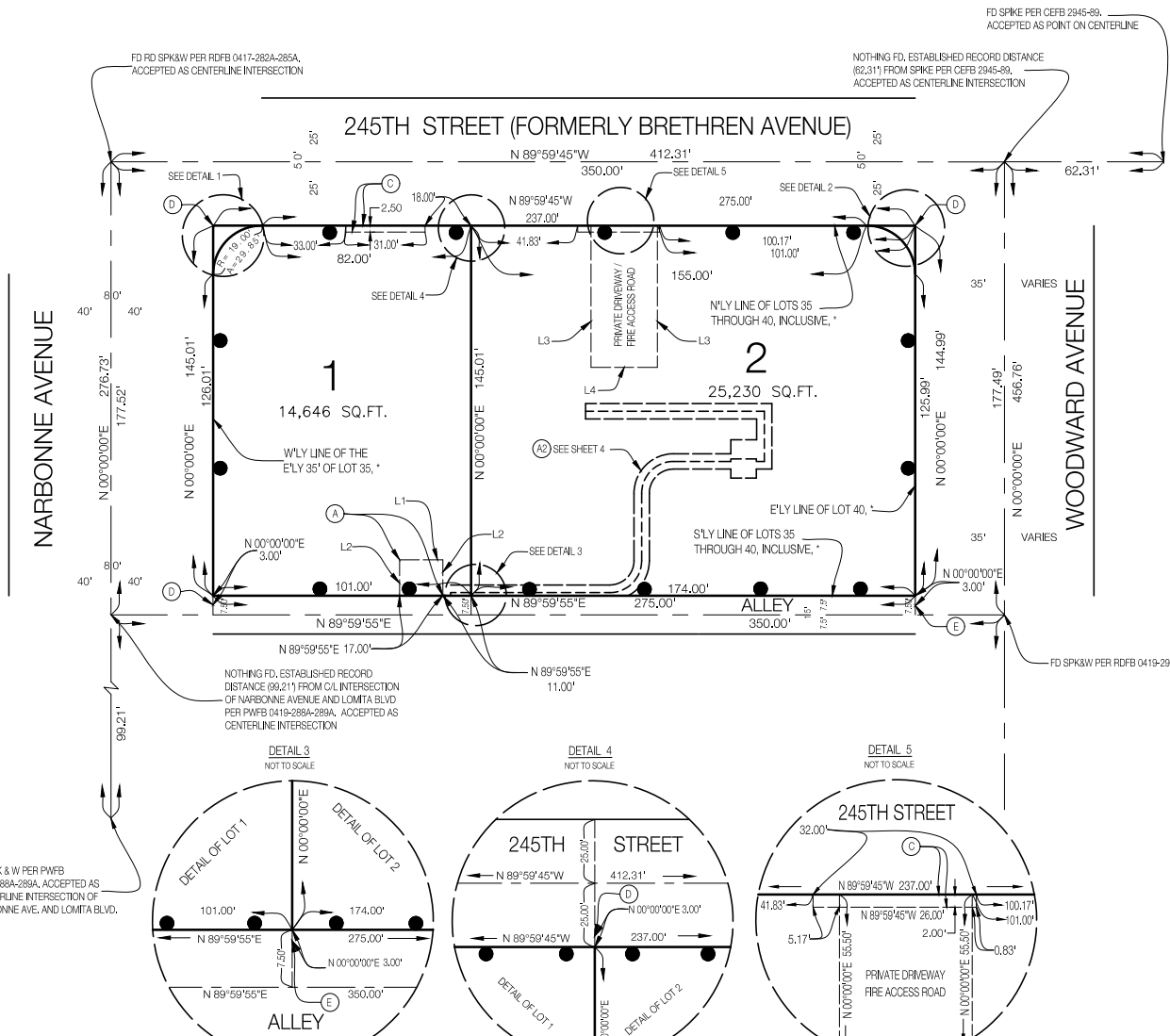
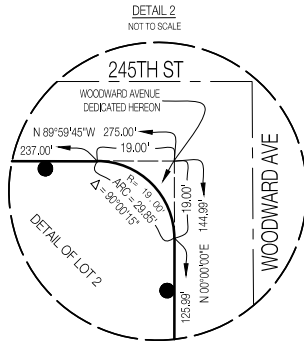
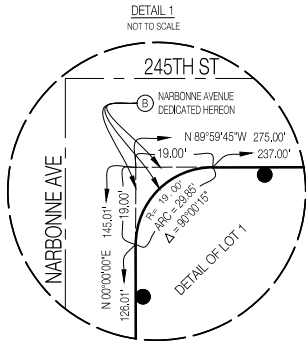
*Nancy Radebeffer*

01/23/2024

**LEGEND:**

- INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP
- \* TRACT NO. 47, M.B. 12-181
- (A) EASEMENT OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR CONSTRUCT, USE, MAINTAIN, OPERATE, ALTER, ADD TO, REPAIR, REPLACE, RECONSTRUCT, INSPECT, AND REMOVE AT ANY TIME UNDERGROUND ELECTRICAL AND COMMUNICATION SYSTEMS IN, ON AND OVER PORTIONS LOTS 36 AND 37 AS DESCRIBED IN THE DEED RECORDED AUGUST 16, 2018, AS INSTRUMENT NO. 20180827289 OF OFFICIAL RECORDS.
- (B) EASEMENT OF THE CITY OF LOMITA FOR PUBLIC ROAD AND HIGHWAY PURPOSES DESCRIBED IN THE DEED RECORDED APRIL 25, 1966, AS INSTRUMENT NO. 3051 OF OFFICIAL RECORDS.
- (C) 2.5' EASEMENT TO THE CITY OF LOMITA FOR PUBLIC SIDEWALK PURPOSES.
- (D) SET L&T, RCE 30826
- (E) SET S&W, RCE 30826
- (A2) EASEMENT OF SOUTHERN CALIFORNIA EDISON COMPANY, A CALIFORNIA CORPORATION FOR PUBLIC ELECTRICAL AND HIGHWAY PURPOSES DESCRIBED IN THE DEED RECORDED DECEMBER 22, 2022 AS INSTRUMENT NO. 20221194232 OF OFFICIAL RECORDS

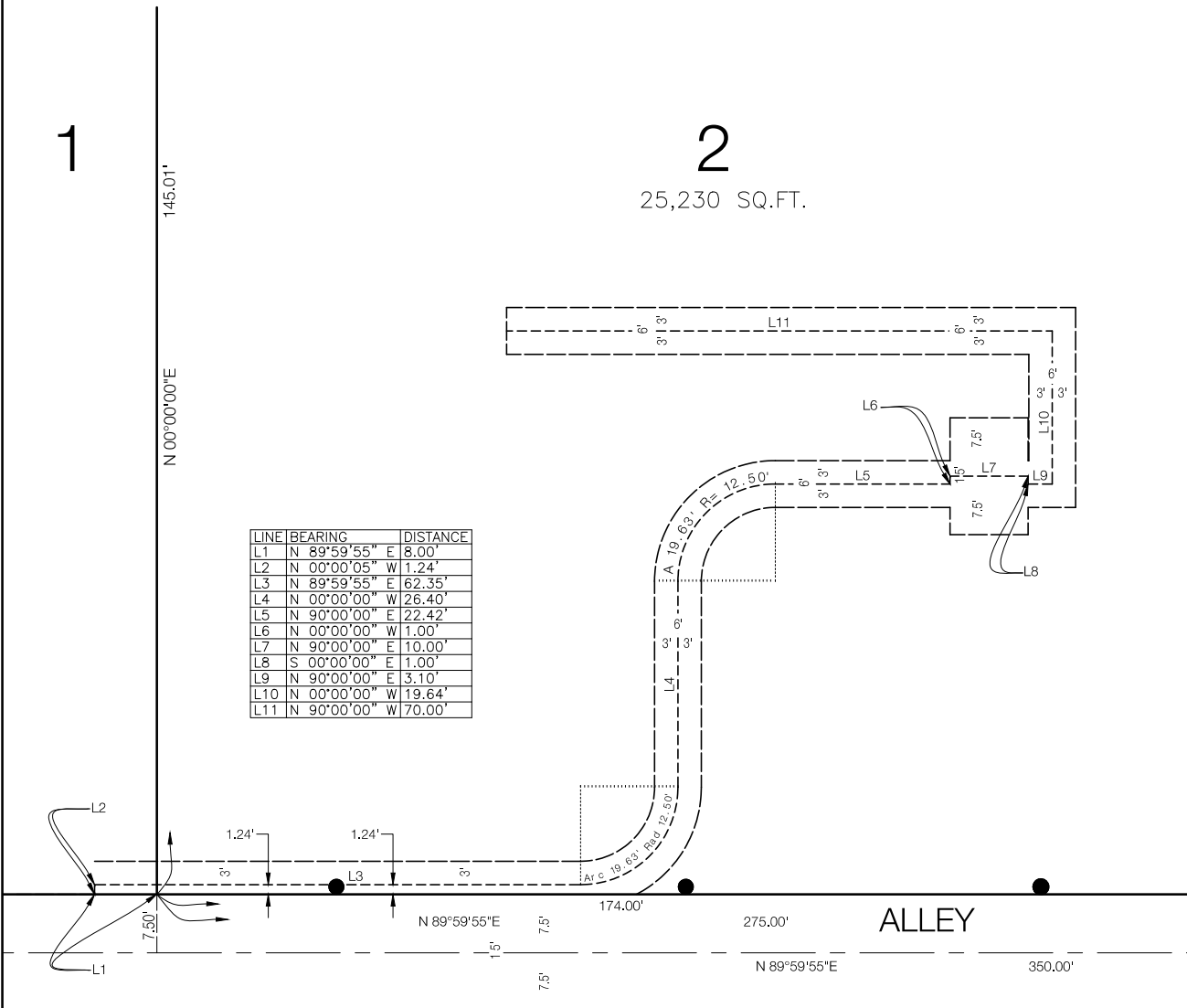
L1 = N 89°59'55"E	17.00'
L2 = N 00°00'00"E	14.00'
L3 = N 00°00'00"E	55.50'
L4 = N 89°59'45"E	26.00'



# TRACT NO. 74138

IN THE CITY OF LOMITA  
 COUNTY OF LOS ANGELES  
 STATE OF CALIFORNIA

FOR CONDOMINIUM PURPOSES



LINE	BEARING	DISTANCE
L1	N 89°59'55" E	8.00'
L2	N 00°00'05" W	1.24'
L3	N 89°59'55" E	62.35'
L4	N 00°00'00" W	26.40'
L5	N 90°00'00" E	22.42'
L6	N 00°00'00" W	1.00'
L7	N 90°00'00" E	10.00'
L8	S 00°00'00" E	1.00'
L9	N 90°00'00" E	3.10'
L10	N 00°00'00" W	19.64'
L11	N 90°00'00" W	70.00'

2  
 25,230 SQ.FT.

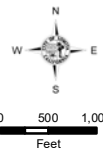
ALLEY



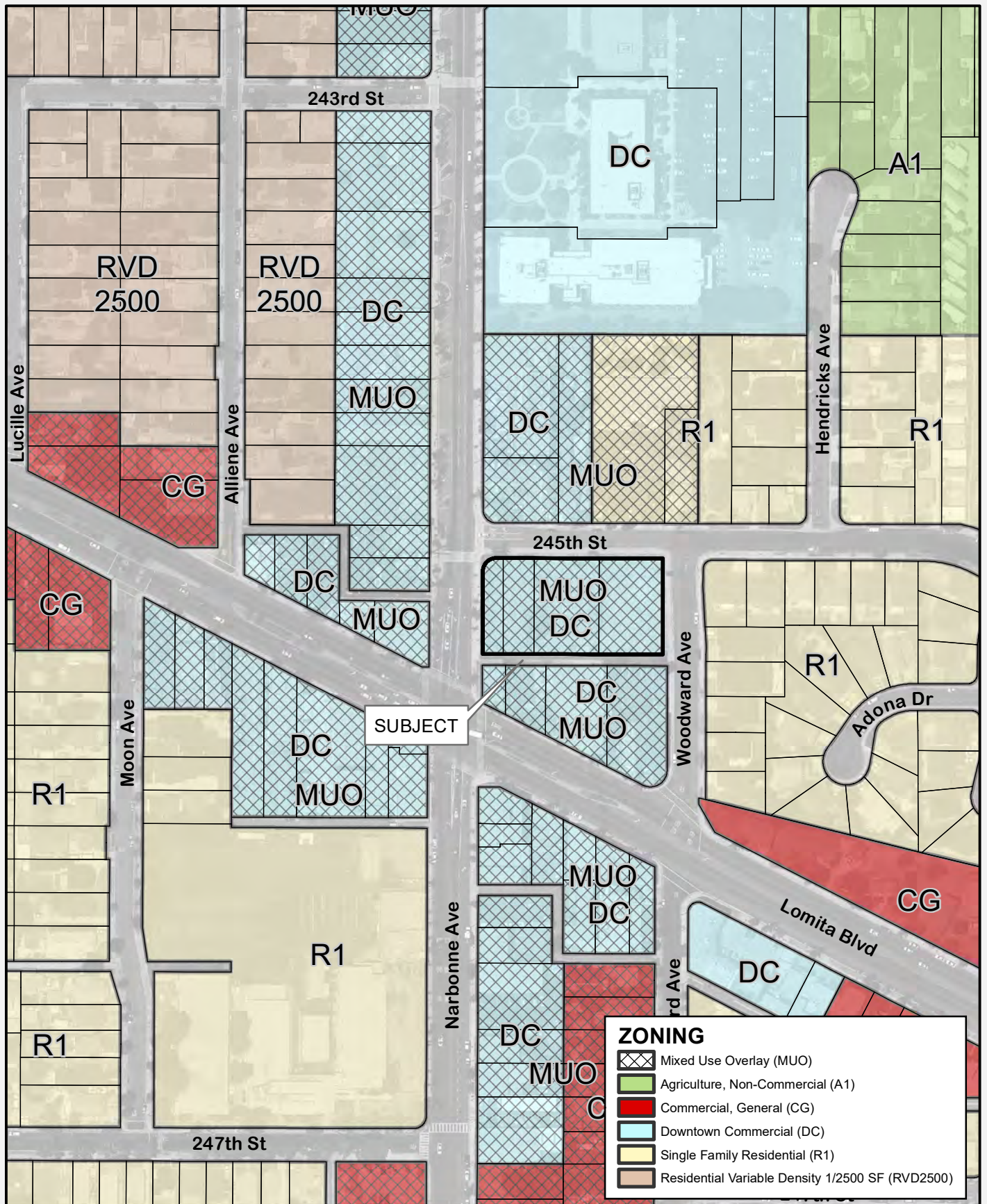
**Vesting Tentative Tract  
Map No. 74138  
Vicinity Map**

Community Development  
March 2024

Source: Lomita GIS Data Layers, TIGER Files  
GIS/Apps/24516Narbonne\_6vty.mxd



Reg CC Mtg of March 28, 2024, #134



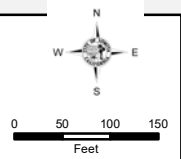
ZONING	
	Mixed Use Overlay (MUO)
	Agriculture, Non-Commercial (A1)
	Commercial, General (CG)
	Downtown Commercial (DC)
	Single Family Residential (R1)
	Residential Variable Density 1/2500 SF (RVD2500)



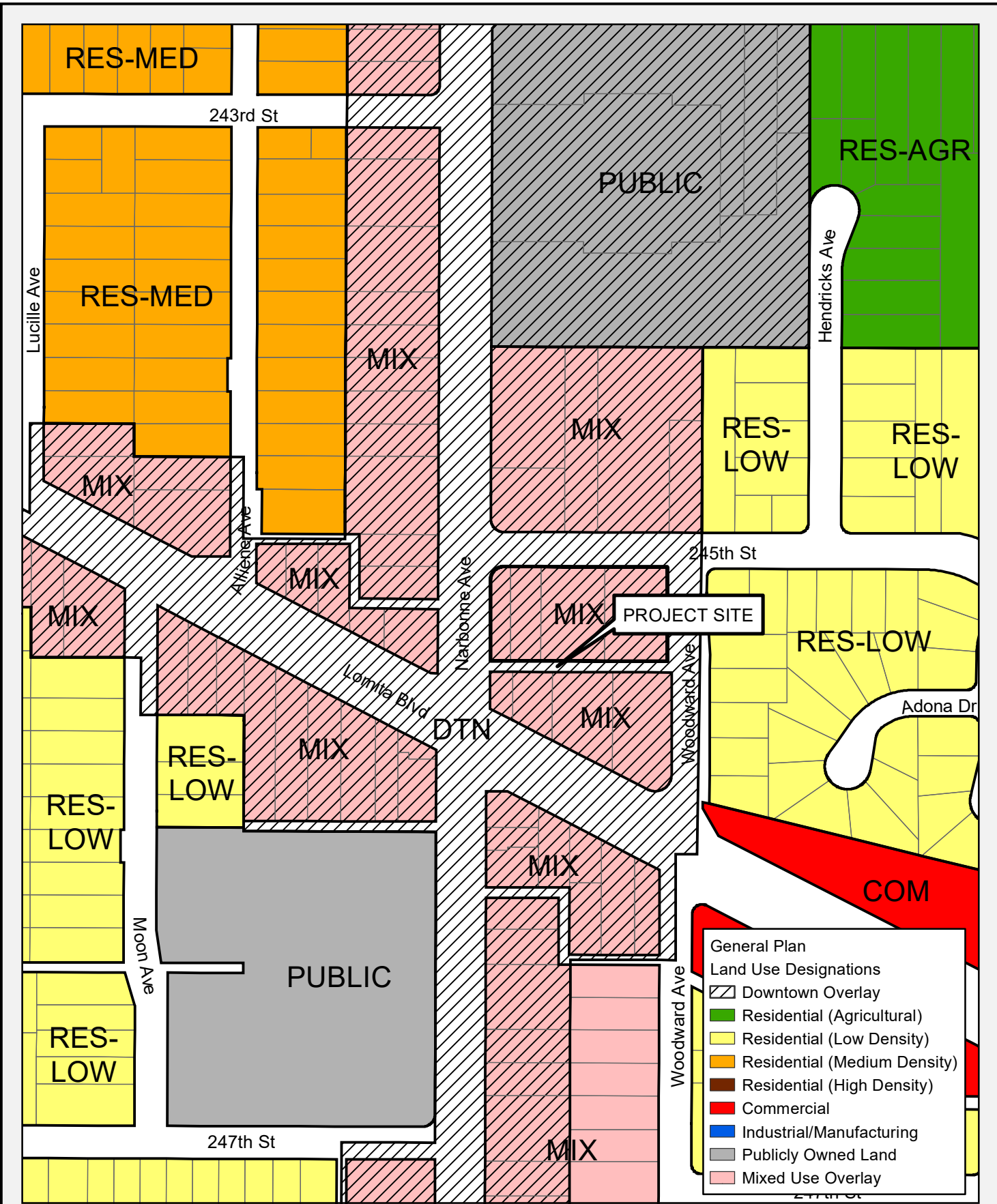
**Vesting Tentative Tract  
Map No. 74138  
Zoning Map**

Community Development  
March 2024

Source: Lomita GIS Data Layers  
/Apps/24516Narbonne\_bzon.mxd



Reg CC Mtg of March 28, 2024, #135



**General Plan**  
**Land Use Designations**

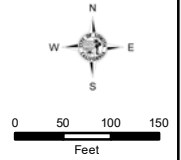
- Downtown Overlay
- Residential (Agricultural)
- Residential (Low Density)
- Residential (Medium Density)
- Residential (High Density)
- Commercial
- Industrial/Manufacturing
- Publicly Owned Land
- Mixed Use Overlay



**Vesting Tentative Tract**  
**Map No. 74138**  
**General Plan Map**

Community Development  
 March 2024

Source: Lomita GIS Data Layers  
 GIS/Apps/24516Narbonne\_ggp.mxd







Subject Site

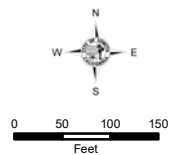


**Vesting Tentative Tract Map No. 74138**  
**Aerial Map**

Community & Economic  
Development

March 2024

Source: GIS ArcReader



Reg CC Mtg of March 28, 2024, #137

# Notice of Exemption

# Appendix E

**To:** Office of Planning and Research  
P.O. Box 3044, Room 113  
Sacramento, CA 95812-3044

County Clerk  
County of: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**From:** (Public Agency): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Address)

Project Title: \_\_\_\_\_

Project Applicant: \_\_\_\_\_

Project Location - Specific:

Project Location - City: \_\_\_\_\_ Project Location - County: \_\_\_\_\_

Description of Nature, Purpose and Beneficiaries of Project:

Name of Public Agency Approving Project: \_\_\_\_\_

Name of Person or Agency Carrying Out Project: \_\_\_\_\_

**Exempt Status: (check one):**

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: \_\_\_\_\_
- Statutory Exemptions. State code number: \_\_\_\_\_

Reasons why project is exempt:

Lead Agency  
Contact Person: \_\_\_\_\_ Area Code/Telephone/Extension: \_\_\_\_\_

**If filed by applicant:**

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project?    Yes    No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Title: \_\_\_\_\_

Signed by Lead Agency    Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.  
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: \_\_\_\_\_











## CITY OF LOMITA CITY COUNCIL REPORT

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

**FROM:** Joe Hoefgen, Interim City Manager

**PREPARED BY:** Brianna Rindge, AICP, Director of Community & Economic Development

**MEETING DATE:** April 2, 2024

**SUBJECT:** Discussion and Consideration of a Resolution Approving Final Map for Tract Map No. 74138 (24516 Narbonne Avenue)

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### RECOMMENDATION

Conduct a public hearing and adopt resolution approving the Final Map for Tract Map No. 74138.

### BACKGROUND

The City of Lomita received communication from the City's Public Works Department and the County's Fire Department recommending approval of a Final Map (subdivision) for Phase 2 of a mixed-use project consisting of the development of 16 residential units with a total of 39 parking spaces located at 24516 Narbonne Ave.

It is recommended that the City Council adopt a motion to:

1. Make findings as follows:
  - a. That the subdivision has met and performed all applicable requirements and conditions imposed under the State Subdivision Map Act (Government Code Section 66410, et seq.) and the City's subdivision ordinances; and
  - b. That the proposed subdivision is in substantial compliance with the previously approved tentative map; and
  - c. That division and development of the property, in the manner set forth on the approved tentative map for this subdivision, will not

unreasonably interfere with the free and complete exercise of any right of way or easements owned by any public entity and/or public utility per Section 66445(E) of the State Subdivision Map Act; and

2. Approve the final map for Tract Map No. 74138; and
3. Instruct the City Clerk to endorse the certificate that embodies the approval on the face of Tract Map No. 74138.

### **FISCAL IMPACT**

The City received fees from issuing building and related permits for the proposed development.

### **OPTIONS**

1. Approve the proposed resolution as recommended.
2. Approve the proposed resolution with amended conditions.
3. Provide staff with further direction.

### **ATTACHMENT**

1. Resolution Approving Final Map of Tract Map No. 74138

Reviewed by:

*Gary Sugano*

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Gary Y. Sugano  
Assistant City Manager

Approved by:

*Joe Hoefgen*

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Joe Hoefgen  
Interim City Manager

Prepared by:

*Brianna Rindge*

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Brianna Rindge  
Community & Economic Development Director



**RESOLUTION NO. 2024-07**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING FINAL TENTATIVE TRACT MAP NO. 74138 FOR PHASE 2 OF A 2-PHASE MIXED-USE PROJECT CONSISTING OF THE DEVELOPMENT OF 16 NEW RESIDENTIAL UNITS WITH A TOTAL OF 39 PARKING SPACES, LOCATED AT 24516 NARBONNE AVENUE WITHIN THE D-C, DOWNTOWN COMMERCIAL ZONE. PHASE 1 OF THE PROJECT INCLUDED 3,700 SQUARE FEET OF COMMERCIAL SPACE, FIVE RESIDENTIAL UNITS, AND ASSOCIATED PARKING. FILED BY LUIGI SCHIAPPA OF LUIGI SCHIAPPA DEVELOPMENT, 2040 LOMITA BOULEVARD, SUITE 100, LOMITA CA 90717**

Section 1. Recitals

- A. The City Council of the City of Lomita has considered an application for a Final Map (Tract Map No. 74138) for the development of sixteen residential units on a 25,230-square-foot lot, located at 24516 Narbonne Avenue in the Downtown Commercial Zone (D-C) with Mixed Use Overlay. Filed by Luigi Schiappa, 2040 Lomita Blvd., Suite 100, Lomita, California (“Applicant”).
- B. On April 13, 2015, the Planning Commission held a duly noticed public hearing, accepted testimony for and against the proposed project, and adopted Resolution No. 2015-19 approving Conditional Use Permit (“CUP”) No. 294 for Phase 1 of the project which included 3,700 square feet of commercial space, five residential units and associated parking.
- C. On June 8, 2020, the Planning Commission held a duly noticed public hearing and accepted testimony regarding Phase 2 of the project including 16 new residential units, adopting Resolution No. 2020-08 recommending City Council approve Vesting Tentative Tract Map (“VTTM”) No. 74138.
- D. On August 4, 2020, City Council held a duly noticed public hearing, accepted testimony for and against the proposed project, and adopted Resolution No. 2020-27 to approve a Modification to CUP No. 294 and City Council Resolution No. 2020-28 approved VTTM No. 74138 with the same conditions as Planning Commission Resolution No. 2020-08.
- E. On December 22, 2021, City Council City Council Resolution No. 2021-48 declared intention to vacate approximately 2,850 ft<sup>2</sup> (15’ by 190’) of public alley and required that the Planning Commission find consistency with the General Plan.
- F. On July 11, 2022, Planning Commission Resolution No. 2022-08 found consistency with the General Plan and recommended approval of the alley vacation to the City Council.

- G. On March 11, 2024, the Planning Commission held a duly noticed public hearing, accepted testimony for and against the proposed project, and adopted Resolution No. 2024-03 recommending that the City Council approve the subject amendment to Vesting Tentative Tract Map No. 74138.
- H. On April 2, 2024, City Council held a duly noticed public hearing and accepted public testimony for an application to amend Vesting Tentative Tract Map No. 74138 to rescind the alley vacation from the project. Filed by Luigi Schiappa of Luigi Schiappa Development at 2040 Lomita Blvd. Lomita, CA 90717 (“Applicant”/“Developer”).
- I. Said Vesting Tentative Tract Map has been reviewed by the City’s Engineer and Los Angeles County Fire Department with recommended conditions of approval.
- J. The proposed subdivision, together with the provisions for its design and improvement, is consistent with the City’s General Plan and Title 11 of the Lomita Municipal Code, which allows mixed use on this site and encourages residential development.
- K. The rescindment of the vacation is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing significant effect on the environment. In accordance with Section 15332 (In-fill Development Projects) of the California Environmental Quality Act (CEQA) Guidelines, projects characterized as in-fill development meeting the conditions described in that section may be found to be exempt from the requirements of CEQA. The proposed project consists of 16 residential units for a total building area of 31,029 square feet. The development is fully located within the City limits, is on less than five acres, is consistent with the applicable General Plan and Zoning designations, is fully served by all required utilities, and the site is located in an urban area which has no value for sensitive or endangered habitats. Further, a traffic report was prepared detailing that there will be no traffic impacts, and considering the project consists of residential uses, there should be no noise impact. Further, this vacation is categorically exempt per CEQA guidelines section 15305, minor alterations in land use limitations. The proposed project complies with all criteria for exemption because the average slope of the alleyway is less than 20%, and it does not result in any changes in land use or density. CEQA guidelines section 15304 also exempts this application as it allows for minor or public alterations in the condition of land, water and or vegetation and do not involve removal of healthy, mature, scenic trees or agricultural purposes to be exempt from CEQA. Since there is no development associated with the project that would impact land, water, and vegetation and would not involve the removal of healthy, mature, scenic trees or agricultural purposes the exemption is appropriate.
- L. 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 finds, after due study and deliberation, that the tract map is in conformance with Section 11-2.116 of the Lomita Municipal Code, the City's General Plan, and Sections 66474.6, 66473.1, 66473.5 and 66474 (A) through (G) of the Subdivision Map Act. The Subdivision Map Act of the California Government Code regulates the subdivision of property. (See Government Code sections 66410, *et seq.*) Section 66474 states, "a city or county shall deny approval of a tentative map, or parcel map for which a tentative map was not required," subject to certain specified findings listed in Government Code section 66474. The proposed project does not satisfy any of the reasons articulated in Government Code section 66474 for denial. Therefore, pursuant to Government Code Sections 66473.5 and 66474 (a through g), the proposed parcel map qualifies for approval.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lomita hereby approves Final Map No. 74138 subject to the following conditions:

### **GENERAL PROJECT CONDITIONS**

1. This permit 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. This permit is granted for the tentative map dated August 3, 2023 ("the plans") on file with the Planning Division and attached herein as **Exhibit A**. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Community & Economic Development Director or a modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or the design, materials or colors of structures or masonry walls.
3. All conditions within Resolution No. PC 2015-19 shall remain in effect unless otherwise indicated within this resolution's conditions of approval.
4. Only conditions of approval numbers 1 through 77 within Resolution No. PC 2020-08 shall remain in effect unless otherwise indicated within this resolution's conditions of approval.
5. The Developer shall submit right-of-way improvement plans to be reviewed and approved by the City's Public Works Department. The improvements shall be installed and pass inspection prior to the issuance of a certificate of occupancy of any unit within Phase 2 of the project.

**PASSED, APPROVED, AND ADOPTED**, this 2<sup>ND</sup> day of April 2024.

---

Bill Uphoff, Mayor

ATTEST:

---

Kathleen Horn Gregory, MMC, City Clerk

APPROVED AS TO FORM:

---

Trevor Rusin, City Attorney

2 LOTS  
39,876 SQ. FT.

# TRACT NO. 74138

IN THE CITY OF LOMITA  
COUNTY OF LOS ANGELES  
STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF LOT  
35 AND LOTS 36 THROUGH 40, INCLUSIVE,  
TRACT 47, AS PER MAP RECORDED IN BOOK  
12, PAGE 181 OF MAPS, IN THE OFFICE OF  
THE COUNTY RECORDER OF SAID COUNTY.

## FOR CONDOMINIUM PURPOSES

**OWNER'S STATEMENT:**

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDERLINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

WE HEREBY DEDICATE TO THE PUBLIC USE ALL STREETS, HIGHWAYS AND OTHER PUBLIC WAYS SHOWN ON SAID MAP.

WE HEREBY DEDICATE TO THE CITY OF LOMITA, THE EASEMENTS FOR PUBLIC SIDEWALK AND EMERGENCY ACCESS AND FIRE LANE PURPOSES, SO DESIGNATED ON SAID MAP AND ALL USES INCIDENT THERETO.

LA PIAZZA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY (OWNER)  
BY: LUIGI SCHIAPPA DEVELOPMENT, INC. (MANAGING MEMBER)

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ACACIA RESIDENCES LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, (OWNER)  
BY: MILAN FAMILY HOLDINGS (MANAGING MEMBER)

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

FIRST REPUBLIC BANK AS BENEFICIARY UNDER A DEED OF TRUST RECORDED OCTOBER 4, 2021 AS INSTRUMENT NO. 20211502738, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY

BY: \_\_\_\_\_  
JP MORGAN CHASE BANK SUCCESSOR BY MERGER TO FIRST REPUBLIC BANK

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

RACHID ABOU FADEL, TRUSTEE OF THE RACHID ABOU FADEL LIVING TRUST DATED FEBRUARY 22, 2000, AS BENEFICIARY, OR LAN MANAGEMENT INC., A CALIFORNIA CORPORATION, AS TRUSTEE, UNDER A DEED OF TRUST RECORDED IN JUNE 28, 2022 AS INSTRUMENT NO. 20220672117, OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**SIGNATURE OMISSION NOTES:**

THE SIGNATURES OF THE PARTIES NAMED HEREINAFTER AS OWNERS OF THE INTEREST SET FORTH, HAVE BEEN OMITTED UNDER THE PROVISIONS OF THE SUBDIVISION MAP ACT SECTION 66436 (a)(3)(A)(i-viii), AS THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY.

THE SIGNATURE OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, ITS SUCCESSORS AND ASSIGNS, HOLDER OF AN EASEMENT AND RIGHT OF WAY TO CONSTRUCT, USE, MAINTAIN, OPERATE, ALTER, ADD TO, REPAIR, REPLACE, RECONSTRUCT, INSPECT, AND REMOVE AT ANY TIME UNDERGROUND ELECTRICAL AND COMMUNICATION SYSTEMS IN, ON, AND OVER PORTIONS OF LOTS 36 AND 37 AS DESCRIBED IN THE DEED RECORDED AUGUST 16, 2018, AS INSTRUMENT NO. 20180827289 OF OFFICIAL RECORDS.

THE SIGNATURE OF THE NARBONNE RANCH WATER CO. NO. 2, HOLDER OF EASEMENT TO LAY AND MAINTAIN WATER PIPES FOR DOMESTIC AND IRRIGATION PURPOSES AS PROVIDED IN THE DEED RECORDED 2/2/1912, IN BOOK 4879 PAGE 74 OF DEEDS. SAID EASEMENT IS BLANKET IN NATURE AND CANNOT BE LOCATED OF RECORD

THE SIGNATURE OF SOUTHERN CALIFORNIA GAS COMPANY, A CALIFORNIA CORPORATION, PRESENT OWNER OF AN EASEMENT FOR PUBLIC UTILITIES, AS DISCLOSED BY GRANT OF EASEMENT RECORDED DECEMBER 16, 2022 AS INSTRUMENT NO. 20221178428 OF OFFICIAL RECORDS OF LOS ANGELES COUNTY SAID EASEMENT IS BLANKET IN NATURE AND CANNOT BE LOCATED OF RECORD

THE SIGNATURE OF SOUTHERN CALIFORNIA EDISON COMPANY, A CALIFORNIA CORPORATION, PRESENT OWNER OF AN EASEMENT FOR PUBLIC UTILITIES, AS DISCLOSED BY GRANT OF EASEMENT RECORDED DECEMBER 22, 2022 AS INSTRUMENT NO. 20221194232 OF OFFICIAL RECORDS OF LOS ANGELES COUNTY

SEE SHEET 2 FOR NOTARY ACKNOWLEDGEMENTS



**ENGINEER'S STATEMENT:**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A TRUE AND COMPLETE FIELD SURVEY PERFORMED BY ME OR UNDER MY DIRECTION IN OCTOBER 13, 2020, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LA PIAZZA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ON OCTOBER 28, 2019.

I HEREBY STATE THAT THIS TRACT MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY; THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED; AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

\_\_\_\_\_  
GARY J. ROEHL, R.C.E. NO. 30826 DATE

**CITY SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF SUBDIVISION ORDINANCES OF THE CITY OF LOMITA APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT WITH RESPECT TO CITY RECORDS.

\_\_\_\_\_  
DAVID T. ROSELL DATE  
ACTING CITY SURVEYOR, CITY OF LOMITA  
P.L.S. 6281

**CITY CLERK'S CERTIFICATE:**

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF LOMITA BY MOTION ADOPTED AT ITS SESSION ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ APPROVED THE ANNEXED MAP AND ACCEPT ON BEHALF OF THE PUBLIC ALL STREETS, HIGHWAYS, AND OTHER PUBLIC WAYS SHOWN ON SAID MAP, SAID COUNCIL DID ALSO ACCEPT ON BEHALF OF THE CITY, EASEMENTS FOR PUBLIC SIDEWALK, EMERGENCY ACCESS AND FIRE LANE PURPOSES SO DESIGNATED ON SAID MAP

\_\_\_\_\_  
CITY CLERK, CITY OF LOMITA DATE

**SPECIAL ASSESSMENT'S CERTIFICATE:**

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF LOMITA, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

\_\_\_\_\_  
CITY CLERK, CITY OF LOMITA DATE

**BASIS OF BEARINGS:**

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING N00°00'00"E OF THE CENTERLINE OF NARBONNE AVENUE, AS SHOWN ON TRACT NO. 47 FILED IN BOOK 12, PAGE 181 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**CONDOMINIUM NOTE:**

THIS 2 LOT TRACT IS APPROVED AS A CONDOMINIUM PROJECT FOR 16 (SIXTEEN) UNITS IN LOT 2, WHEREBY THE OWNERS OF THE UNITS OF AIRSPACE WILL HOLD AN UNDIVIDED INTEREST IN THE COMMON AREAS THAT WILL, IN TURN, PROVIDE THE NECESSARY ACCESS AND UTILITY EASEMENT FOR THE UNITS.

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS  
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY \_\_\_\_\_ DEPUTY DATE

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ \_\_\_\_\_ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF TRACT NO. 74138 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS  
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY \_\_\_\_\_ DEPUTY DATE

# TRACT NO. 74138

IN THE CITY OF LOMITA  
COUNTY OF LOS ANGELES  
STATE OF CALIFORNIA

FOR CONDOMINIUM PURPOSES

CERTIFICATE OF ACKNOWLEDGEMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

ON \_\_\_\_\_, BEFORE ME, \_\_\_\_\_  
A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_  
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE  
PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT  
AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN  
HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/THEIR  
SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S) OR THE ENTITY UPON  
BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

MY PRINCIPAL PLACE OF BUSINESS IS IN \_\_\_\_\_

MY COMMISSION NO. \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

CERTIFICATE OF ACKNOWLEDGEMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

ON \_\_\_\_\_, BEFORE ME, \_\_\_\_\_  
A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_  
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE  
PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT  
AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN  
HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/THEIR  
SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S) OR THE ENTITY UPON  
BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

MY PRINCIPAL PLACE OF BUSINESS IS IN \_\_\_\_\_

MY COMMISSION NO. \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

CERTIFICATE OF ACKNOWLEDGEMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

ON \_\_\_\_\_, BEFORE ME, \_\_\_\_\_  
A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_  
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE  
PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT  
AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN  
HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/THEIR  
SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S) OR THE ENTITY UPON  
BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

MY PRINCIPAL PLACE OF BUSINESS IS IN \_\_\_\_\_

MY COMMISSION NO. \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

# TRACT NO. 74138

IN THE CITY OF LOMITA  
COUNTY OF LOS ANGELES  
STATE OF CALIFORNIA

FOR CONDOMINIUM PURPOSES



County of Los Angeles  
Fire Department  
Fire Prevention Division  
Land Development Unit

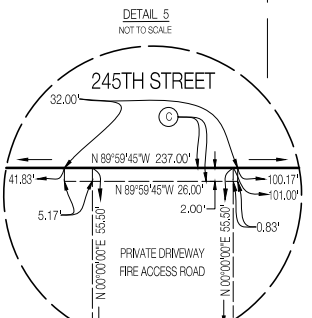
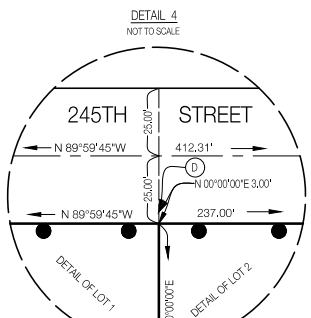
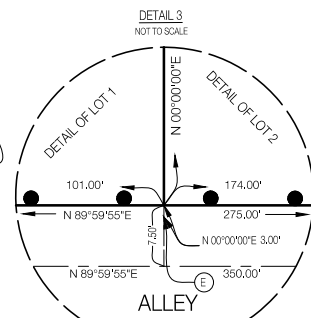
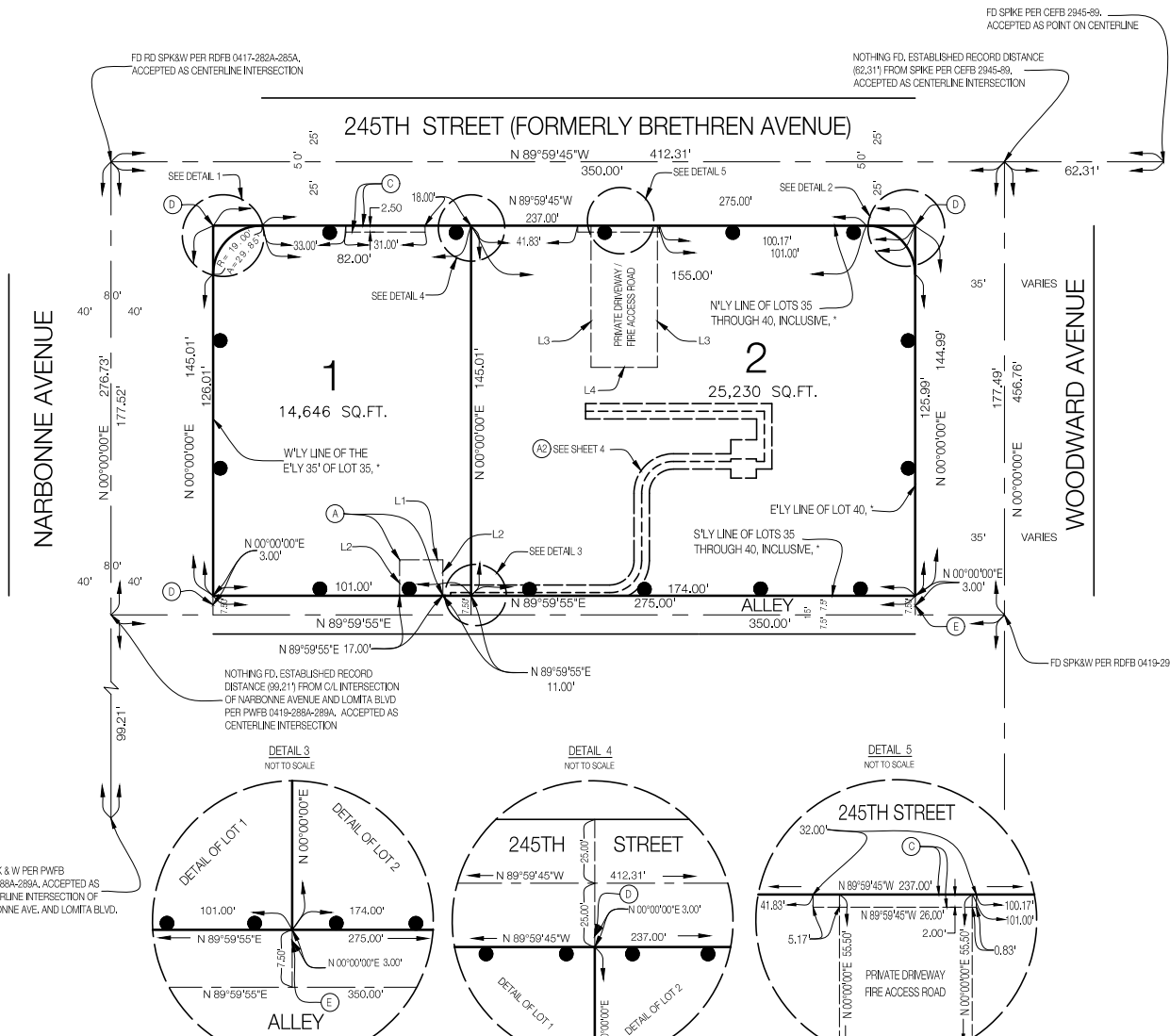
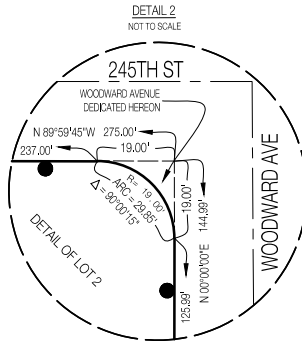
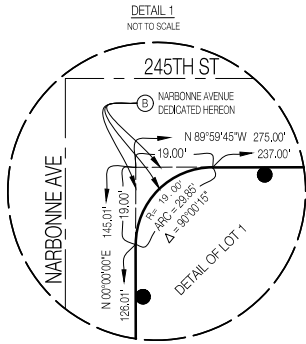
**APPROVED**  
ACCESS REQUIREMENT ONLY

01/23/2024

**LEGEND:**

- INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP
- \* TRACT NO. 47, M.B. 12-181
- (A) EASEMENT OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR CONSTRUCT, USE, MAINTAIN, OPERATE, ALTER, ADD TO, REPAIR, REPLACE, RECONSTRUCT, INSPECT, AND REMOVE AT ANY TIME UNDERGROUND ELECTRICAL AND COMMUNICATION SYSTEMS IN, ON AND OVER PORTIONS LOTS 36 AND 37 AS DESCRIBED IN THE DEED RECORDED AUGUST 16, 2018, AS INSTRUMENT NO. 20180827289 OF OFFICIAL RECORDS.
- (B) EASEMENT OF THE CITY OF LOMITA FOR PUBLIC ROAD AND HIGHWAY PURPOSES DESCRIBED IN THE DEED RECORDED APRIL 25, 1966, AS INSTRUMENT NO. 3051 OF OFFICIAL RECORDS.
- (C) 2.5' EASEMENT TO THE CITY OF LOMITA FOR PUBLIC SIDEWALK PURPOSES.
- (D) SET L&T, RCE 30826
- (E) SET S&W, RCE 30826
- (A2) EASEMENT OF SOUTHERN CALIFORNIA EDISON COMPANY, A CALIFORNIA CORPORATION FOR PUBLIC UTILITIES AS DISCLOSED BY GRANT OF EASEMENT RECORDED DECEMBER 22, 2022 AS INSTRUMENT NO. 20221194232 OF OFFICIAL RECORDS

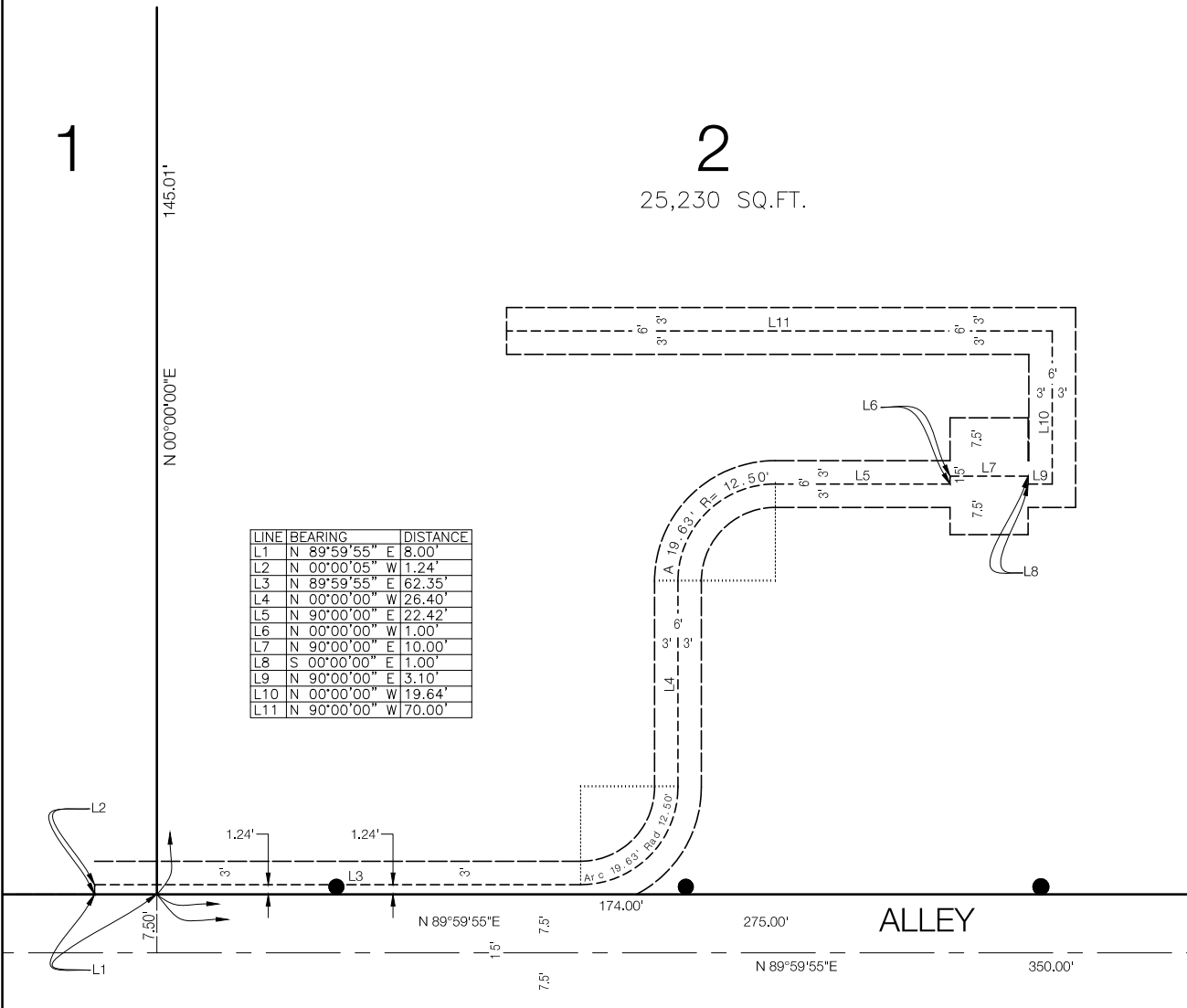
- L1 = N 89°59'55"E 17.00'
- L2 = N 00°00'00"E 14.00'
- L3 = N 00°00'00"E 55.50'
- L4 = N 89°59'45"E 26.00'



# TRACT NO. 74138

IN THE CITY OF LOMITA  
 COUNTY OF LOS ANGELES  
 STATE OF CALIFORNIA

FOR CONDOMINIUM PURPOSES



LINE	BEARING	DISTANCE
L1	N 89°59'55\"	E 8.00'
L2	N 00°00'05\"	W 1.24'
L3	N 89°59'55\"	E 62.35'
L4	N 00°00'00\"	W 26.40'
L5	N 90°00'00\"	E 22.42'
L6	N 00°00'00\"	W 1.00'
L7	N 90°00'00\"	E 10.00'
L8	S 00°00'00\"	E 1.00'
L9	N 90°00'00\"	E 3.10'
L10	N 00°00'00\"	W 19.64'
L11	N 90°00'00\"	W 70.00'





## CITY OF LOMITA CITY COUNCIL REPORT

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

**FROM:** Joe Hoefgen, Interim City Manager

**PREPARED BY:** Brianna Rindge, Community & Economic Development Director

**MEETING DATE:** April 2, 2024

**SUBJECT:** Discussion and Consideration of a Resolution Confirming the Cost Report for Demolition and Site Clean-up of Declared Nuisance Property 2253-2257 Pacific Coast Highway (APN 7373-008-006)

---

### **RECOMMENDATION**

Conduct a public hearing, confirm the Cost Abatement report by adopting the resolution, and direct staff to proceed with the process for lien recordation in the amount of \$56,327.33.

### **BACKGROUND**

According to the Los Angeles County Assessor's Office, Ronald Arbolida purchased the property located at 2253-2257 Pacific Coast Highway on September 27, 2005. At a meeting on October 17, 2023, City Council authorized the demolition of the buildings and structures at 2253-2257 Pacific Coast Highway per Chapter 16 (Nuisance Abatement) of Title III (Public Safety) of the Lomita Municipal Code ("LMC") based on finding sustained lack of compliance with the following violations of LMC:

1. LMC 3-16-03(C): Any building or structure which is partially destroyed, damaged, abandoned, dilapidated, or permitted to remain in a state of partial construction.
2. LMC 3-16.03(0): The failure to secure and maintain against public access all doorways, windows, and other openings into vacant or abandoned buildings or structures.
3. LMC 3-16.03(H-2): Any overgrown, dead, decayed, diseased or hazardous tree, weeds, vegetation, or debris which is maintained so as to cause an obstruction to the vision of motorists or a hazardous condition to pedestrians or vehicle traffic.
4. LMC 3-16.03(H-4): Any overgrown, dead, decayed, diseased or hazardous tree, weeds, vegetation, or debris which detrimentally affects neighboring properties or property values.

5. LMC 3-16.03(1): Building exteriors, roofs, landscaping, grounds, walls, retaining and crib walls, fences, driveways, parking lots, planters, sidewalks, or walkways which are maintained in such condition so as to become defective, unsightly, cracked or no longer viable or in need of insect extermination.
6. LMC 3-16.03(J): The accumulation of dirt, litter, trash, junk, feces, or debris in doorways, adjoining sidewalks, walkways, courtyards, patios, parking lots, planters, landscaped or other areas.

The demolition completed on February 9, 2024, paid from Account No. 100-410-5341.000 for Property Nuisance Abatement, involved staff time and other administrative costs to process and coordinate this process. Starting upon City Council authorization to begin the demolition process on October 17, 2023, the cost report (Exhibit A of Attachment 1) itemizes all costs (\$56327.33) of which the City seeks to oblige the property owner.

**Notice of abatement cost hearing.**

City staff provided notice of the abatement cost hearing in the same manner as the public nuisance hearing, per LMC 3-16.07(C), including notification to the property owner via email, phone, mail, and posting on the property more than least ten days prior to the City Council hearing date for the passage of the City Manager’s Report. The notice specified that the property may be sold by the tax collector or by the City for unpaid delinquent assessments. Per LMC 3-15.07(B), the addresses to which the letter was mailed are listed below.

Ronald E. Arbolida  
2257 Pacific Coast Highway  
Lomita, California 90717

Ronald E. Arbolida  
1041 Mountain Lane  
Big Bear City, CA 92314

Ronald E. Arbolida  
2021 West Carson St.  
Torrance, California 90501

**Abatement cost hearing.**

The City Council shall hear and pass upon the report, together with any objections or protests which may be raised by the property owner liable to be assessed for the abatement work, including written correspondence provided in advance of the hearing. No protest shall be heard concerning the action of the City Manager or his designee in ordering the abatement of the nuisance. After hearing and reviewing any oral and written protests, the City Council may make such revisions, corrections, or modifications to the report as it may deem just, after which, by resolution (Attachment 1), the report shall be confirmed. The decisions of the City Council on all protests and objections shall be final and conclusive per LMC 3-16.07(D).

**Notice of lien recordation.**

Such notice of proposed recordation and an itemized notice of the lien will be sent by certified mail at least ten days before recording the lien by certified mail to the property owner and served in accordance Article 3 (commencing with Section 415.10) of Chapter 4 of Title 5 of Part 2 of the Code of Civil Procedure.

**Failure to pay lien.**

If the cost of abatement is not paid within ten days after service of the notice of recordation is complete, the City may file in the office of the county recorder a certificate in the form "Notice of Lien" provided by LMC 3-16.07(E). If the lien is not paid from the date of recording the lien notice, the City may file and maintain an action to foreclose the lien or take any other action as provided by law.

Alternatively, failure to pay the lien within ten days pursuant to Government Code § 38773.5 may constitute a special assessment against that parcel of property which shall be recorded per LMC 3-16.07(G). The assessment liens shall be subordinate to all existing special assessment liens previously imposed upon the same property and paramount to all other liens except state, county and municipal taxes with which it shall be on parity. The lien shall continue until the assessment and all interest due and payable thereon has been paid.

The City Council may alternatively order that the cost for the abatement be made a personal obligation of the property owner and/or the person responsible for causing, committing, or maintaining the public nuisance under LMC 3-16.07(H).

The City Council may institute a lawsuit to collect any amounts due by reason of the abatement of a nuisance by the city and to foreclose any existing liens for such amounts.

**ANALYSIS****Abatement cost recovery.**

Staff maintained an itemized record of the cost of work performed by staff and the independent contractors to abate the nuisance (Attachment 1 to this staff report) for a total of \$56327.33. Per LMC 3-16.07(A), the cost of abating the public nuisance shall either be in the form of a lien on the property, a special assessment against the property, or the personal obligation of the owner and/or the person responsible for creating, causing, committing, or maintaining the public nuisance. The City is entitled to interest at the rate of 7% per annum from the date of confirmation of costs by the City Council.

**FISCAL IMPACT**

Approval would obligate the property owner of 2253-2257 Pacific Coast Highway to pay all costs directly contributing to the demolition (\$56327.33), as opposed to the City.

**OPTIONS**

1. Conduct a public hearing, confirm the Cost Abatement report, and direct staff to proceed with the process for lien recordation in the amount of \$56327.33.
2. Conduct a public hearing, confirm the Cost Abatement report, and direct staff to proceed with lien recordation in another amount.
3. Conduct a public hearing, confirm the Cost Abatement report, and provide staff alternate direction.
4. Conduct a public hearing and do not confirm the Cost Abatement report, assigning all costs to the City.

**ATTACHMENTS**

1. Proposed Resolution with Itemized Cost of Abatement

Reviewed by:

*Gary Sugano*

\_\_\_\_\_  
Gary Y. Sugano  
Assistant City Manager

Approved by:

*Joe Hoefgen*

\_\_\_\_\_  
Joe Hoefgen  
Interim City Manager

Prepared by:

*Brianna Rindge*

\_\_\_\_\_  
Brianna Rindge, AICP  
Community & Economic Development Director

**RESOLUTION NO. 2024-08**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, CONFIRMING THE COST REPORT FOR DEMOLITION AND SITE CLEAN-UP OF DECLARED NUISANCE PROPERTY 2253-2257 PACIFIC COAST HIGHWAY (APN 7373-008-006)**

**WHEREAS**, on April 5, 2004, the City Council adopted Ordinance No. 661, added Title III to Chapter 16 of the Lomita Municipal Code pertaining to nuisance abatement; and

**WHEREAS**, on April 2, 2007, the City Council adopted Ordinance No. 699, replacing the term “City Administrator” with the term “City Manager”; and

**WHEREAS**, on December 15, 2008, City Council adopted Ordinance No. 720, amending in its entirety Chapter 16 (Nuisance Abatement) of Title III (Public Safety) of the Lomita Municipal Code to include an updated comprehensive list of property conditions that constitute a public nuisance and to amend the procedures for abating a public nuisance; and

**WHEREAS**, based on the latest records of the Los Angeles County Assessor's Office, Ron Arbolida is listed as the current property owner; and

**WHEREAS**, City records indicate that the buildings and structures at 2253-2257 Pacific Coast Highway, Lomita, CA 90717 (APN 7373-008-006) have remained vacant since at least 2011; and

**WHEREAS**, on October 14, 2021, the forenamed property caught fire due to unspecified reasons and, on October 21, 2021, Los Angeles County Building and Safety red-tagged the building; and

**WHEREAS**, on March 10, 2022, the City of Lomita Code Enforcement Division created a case documenting, through inspections, written descriptions of the state of the property, and photos, the following violations of Lomita Municipal Code: (1) Property utilized as habitable dwelling by transients; (2) Severe dilapidation of building; (3) Trash and debris dumped on property; (4) Unsecured property; (5) Abandoned property causing blight; (6) Harboring of graffiti; and (7) Overgrown vegetation; and

**WHEREAS**, the City of Lomita Code Enforcement Division subsequently documented attempts to work with the property owner regarding the code violations, including but not limited to the issuance of three notices of violation, four citations totaling \$6,500, two notices of abatement, and one compliance demand letter; and

**WHEREAS**, the Director deemed the site a public nuisance and requested a public hearing to ascertain whether the same does in fact constitute such public nuisance, the

abatement of which is appropriate under the police power of the city, under Lomita Municipal Code 3-16.05(A); and

**WHEREAS**, notice of the time and place of hearing before the City Manager's designee was provided in the form specified by Lomita Municipal Code 3-16.05(B), which included the time, date, and location of the hearing, specification of the public nuisance, available abatement methods, and notice that the hearing officer's finding that a public nuisance exists, and if the owner does not abate the nuisance, the City may direct the abatement and rehabilitation of the nuisance and costs will constitute a lien upon the land until paid; and

**WHEREAS**, the public hearing notice was posted on the property and timely served to the property owner by both regular and certified mail according to Lomita Municipal Code 3-16.05(C). Subsection (3) of this section specifically states that "[t]he failure of any person to receive the notice shall not affect the validity of any proceedings under this chapter"; and

**WHEREAS**, Per Lomita Municipal Code 3-16.05(D), the City Manager designated the Administrative Services Director as the hearing officer, who conducted a duly noticed nuisance abatement hearing on May 4, 2023 at City Hall, where the officer considered all relevant evidence, including but not limited to, applicable staff reports and provided any interested person a reasonable opportunity to be heard in conjunction therewith; the property owner was not present for the hearing, and the City received no prior correspondence regarding the absence or requesting postponement; this absence was noted during the proceedings and no other public comment was received; and

**WHEREAS**, on May 17, 2023, the appointed Hearing Officer met the ten working days deadline and designated the property in question as a public nuisance, a decision that is final and conclusive per Lomita Municipal Code ("LMC") 3-16.05(E), citing the following violations: (1) LMC 3-16.03(C): Any building or structure which is partially destroyed, damaged, abandoned, dilapidated, or permitted to remain in a state of partial construction; (2) LMC 3-16.03(0): The failure to secure and maintain against public access all doorways, windows, and other openings into vacant or abandoned buildings or structures; (3) LMC 3-16.03(H-2): Any overgrown, dead, decayed, diseased or hazardous tree, weeds, vegetation, or debris which is maintained so as to cause an obstruction to the vision of motorists or a hazardous condition to pedestrians or vehicle traffic; (4) LMC 3-16.03(H-4): Any overgrown, dead, decayed, diseased or hazardous tree, weeds, vegetation, or debris which detrimentally affects neighboring properties or property values; (5) LMC 3-16.03(1): Building exteriors, roofs, landscaping, grounds, walls, retaining and crib walls, fences, driveways, parking lots, planters, sidewalks, or walkways which are maintained in such condition so as to become defective, unsightly, cracked or no longer viable or in need of insect extermination; and (6) LMC 3-16.03(J): The accumulation of dirt, litter, trash, junk, feces, or debris in doorways, adjoining sidewalks, walkways, courtyards, patios, parking lots, planters, landscaped or other areas; and

**WHEREAS**, the officer's decision, delivered to the property owner by both regular and certified mail, included an order of abatement directed to the owner of the property, including the nature of the nuisance, its location, and the time and manner for its abatement per LMC 3-16.05(E) and details regarding the recommended method of abatement and its approximate cost, along with a recommendation that the City provide one more opportunity for the property owner to comply as described in LMC 3-16.05(F); and

**WHEREAS**, City staff met with the property owner on May 24, 2023 at Lomita City Hall with the objective of charting a course toward compliance with LMC, where the participants unanimously resolved that the property owner and the City would create and sign a comprehensive Compliance Agreement tailored to include specific deadlines by which the identified violations must be rectified to bring the property into alignment with the stipulated standards; and

**WHEREAS**, the City issued the final draft of the Compliance Agreement to the property owner on June 5, 2023, signed by property owner of record Ron Arbolida on June 9, 2023, followed by signatures from the City Manager and City Attorney, thereby enacting the agreement as confirmed by the property owner, providing a July 20, 2023, final deadline to remedy all violations and providing the property owner opportunity to request a time extension; and

**WHEREAS**, the Agreement set forth a Compliance Deadline of July 20, 2023, for the property owner to remediate all violations by performing the following: (1) Abate or rehabilitate all substandard, hazardous, and unlawful conditions on the Property, regardless of whether said conditions are specified herein or in the hearing officer's determination; (2) Remove and lawfully dispose of all accumulations of junk, trash, and debris from interior and exterior portions of the property; (3) Trim, remove, and lawfully dispose of all overgrown vegetation; (4) Submit all requisite applications, plans, supporting documents, and fees to the City's Community Development Department and Los Angeles County Building and Safety to demolish the building and carport. Such applications were due within ten days of the executed agreement date; (5) Obtain the City-issued permits and complete all corrective actions according to the City-approved plans and City-issued permits to correct the unlawful condition by the compliance deadline; and (6) Secure the property with a permitted fence; and

**WHEREAS**, the Agreement provided that the City could proceed with summary abatement of the violations without a warrant if the owner failed to correct the violations by the Compliance Deadline and provided that the owner would be liable for all costs incurred in connection with the abatement as authorized by law; and

**WHEREAS**, City staff inspected the site eight days after the agreed upon Compliance Deadline and observed no voluntary compliance or significant effort toward compliance with the Compliance Agreement and attempted to contact the property owner via phone call, text message, email, and physical postings on the property, before; and

**WHEREAS**, on October 17, 2023, City Council discussed and considered authorizing demolition and site clean-up of the declared Nuisance Property, and, since the owner failed to take action to abate the public nuisance, and pursuant to the signed Compliance Agreement, authorized the City Manager, through City employees or an independent contractor, to cause such public nuisance to be abated as directed in the hearing officer's order and return to City Council with a report to recover full abatement costs; and

**WHEREAS**, on February 9, 2024, City staff and contractors completed all necessary work to demolish the buildings and structures on the property and secure the site for erosion control; and

**WHEREAS**, Staff maintained an itemized record of the cost of work performed by staff and the independent contractor(s) to abate the nuisance, the cost of which, under LMC 3-16.07(A), shall either be in the form of a lien on the property, a special assessment against the property, or the personal obligation of the owner and/or the person responsible for creating, causing, committing or maintaining the public nuisance;

**WHEREAS**, City staff provided notice of an abatement cost hearing in the same manner as the public nuisance hearing, per LMC 3-16.07(C), at least ten days prior to the City Council hearing date for the passage of the City Manager's report regarding the itemized record of cost to abate, specifying that the property may be sold by the tax collector or by the City for unpaid delinquent assessments;

**WHEREAS**, on April 2, 2024, the City Council conducted a public hearing detailing the cost report for demolition and site clean-up of the declared nuisance property and reviewed any oral and written protests.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOMITA DOES RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

**SECTION 1.** The cost report (**Exhibit A** of this Resolution) represents the total cost (\$56,327.33) of all work starting October 17, 2023, of City employees and contractors contributing to the abatement of the declared public nuisance at 2253-2257 Pacific Coast Highway, Lomita, CA 90717 (APN 7373-008-006), based on employees' logged hours and salaries and paid contractor invoices.

**SECTION 2.** The City Clerk shall attest and certify to the passage and adoption of this Resolution, and thereupon, it shall take effect and be in force and effect in accordance with its terms.

**PASSED, APPROVED, AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2024.



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Bill Uphoff, Mayor

ATTEST:

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Kathleen Horn Gregory, MMC, City Clerk

APPROVED AS TO FORM:

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Trevor Rusin, City Attorney

## 2253-2257 Pacific Coast Highway, Lomita, CA 90717 Public Nuisance Abatement Cost, Itemized

Contractor	Description	Cost	Invoice Date	Date Paid
JLM Environmental Inspection & Laboratory	Asbestos inspection, report, and use of equipment	\$350.00	11/6/2023	11/8/2023
	Asbestos bulk samples	\$1,225.00	11/6/2023	11/8/2023
	Lead inspection, report, and use of equipment	\$295.00	11/6/2023	11/8/2023
	Lead XRF samples	\$690.00	11/6/2023	11/8/2023
	Asbestos clearance inspection, report, and use of equipment	\$350.00	12/14/2023	1/16/2024
	Asbestos air samples	\$50.00	12/14/2023	1/16/2024
	Lead clearance inspection, report, and use of equipment	\$295.00	12/14/2023	1/16/2024
	Lead dust wipe samples	\$390.00	12/14/2023	1/16/2024
	<b>Subtotal</b>	<b>\$3,645.00</b>		
Coast Abatement Services	Demolition of single-story commercial property	\$4,425.00	12/11/2023	12/19/2023
	LEAD ABATEMENT:			
	• Notify CAL OSHA of the lead worksite.			
	• Notify California Department of Public Health of the lead worksite.			
	• Set up decontamination chamber for entry and exit to work area as needed.			
	• A negative air pressure environment will be maintained throughout the duration of the abatement process, as needed.			
	LEAD PAINT:			
	• Remove lead containing rear windows (back of property)			
	• Remove approximately 800 square feet of exterior back wall siding & west wall siding containing lead based paint			
	• Perform paint stabilization on approximately 3 square feet of exterior front door jamb containing lead based paint			
	• Perform paint stabilization on 6 square feet of lead based paint from the exterior front door casing.			
	• Perform paint stabilization on 150 square feet of paint from the exterior east wall stucco (back portion).			
	• Perform paint stabilization on 3 square feet of lead based paint from the interior south bathroom door jamb.			
	• Perform paint stabilization on 8 square feet of lead based paint from interior east bathroom ceiling.			
	• Perform paint stabilization on 3 square feet of lead based paint from interior east bathroom window casing.			
	CERAMIC:			
	• Remove approximately 30 square feet of lead containing 4"x4" ceramic tile from interior east bathroom north wall.			
	• Encapsulation of remediation area as needed.			
	ASBESTOS ABATEMENT:			
	• Notify CAL OSHA of the asbestos worksite.			
	• Rule 1403 Asbestos Notification with SCAQMD will not be filed for this specific project, as the asbestos containing materials are under 100 square feet.			
	• Set up decontamination chamber for entry and exit to work area as needed.			
	• Negative air pressure environment maintained throughout the duration of the abatement process.			
	• Remove approximately 8 square feet of asbestos containing penetration mastic from the roof vents and flashings.			
	• Remove approximately 2 square feet of asbestos containing transite pipe that is in the attic venting out of the roof.			
	• Remove approximately 2 square feet of asbestos containing transite pipe that is in the attic venting out of the roof.			
	• Encapsulation of remediation area.			
	• After razor scraping the area any remaining mastic will be sealed with an E.P.A approved encapsulant.			
	Generator fee	\$75.00	12/11/2023	12/19/2023
	Re-mobilization	\$250.00	12/11/2023	12/19/2023
	<b>Subtotal</b>	<b>\$4,750.00</b>		
Alexander Demolition & Hauling	10% deposit for complete demolition of existing roofing material, roofing structure, building structure, slab and foundation, and carport structure, leaving building down to clean dirt, carport structure, removal of vegetation near structures, and hauling away of demolition debris	\$2,890.00	10/31/2023	1/16/2024
	10% deposit for lot clean-up to include removal of all vegetation on lot and hauling away of all green debris generated from work performance	\$350.00	10/31/2023	1/16/2024
	Remaining 90% payment for complete demolition of existing roofing material, roofing structure, building structure, slab and foundation, and carport structure, leaving building down to clean dirt, carport structure, removal of vegetation near structures, and hauling away of demolition debris	\$26,010.00	10/31/2023	2/20/2024
	Remaining 90% payment for lot clean-up to include removal of all vegetation on lot and hauling away of all green debris generated from work performance	\$3,150.00	10/31/2023	2/20/2024
	10% deposit for electricity cables to post across street	\$250.00	2/8/2024	2/20/2024
	10% deposit to install metal posts, chainlink fence, and green construction mesh, including materials, delivery, and installaion	\$550.00	2/8/2024	2/20/2024
	10% deposit to install double line of sand bags	\$225.00	2/8/2024	2/20/2024
	Remaining 90% for electricity cables to post across street	\$2,250.00	2/8/2024	3/5/2024
	Remaining 90% to install metal posts, chainlink fence, and green construction mesh, including materials, delivery, and installaion	\$4,950.00	2/8/2024	3/5/2024
	Remaining 90% to install double line of sand bags	\$2,025.00	2/8/2024	3/5/2024
	<b>Subtotal</b>	<b>\$42,650.00</b>		

Contractor	Description	Cost	Invoice Date	Date Paid
California Fence & Supply	Green construction grade windscreen 6'x50' bulk Steel hog rings	\$266.25	3/26/2024	3/27/2024
<b>Subtotal</b>		<b>\$266.25</b>		
Lomita Staff	Description	Cost		
Community & Economic Development Director	<ul style="list-style-type: none"> <li>• Asbestos &amp; lead testing procurement</li> <li>• Manage abatement: reviewing documents and managing contractors</li> <li>• Contract management</li> <li>• Professional Services Agreement approval before City Council (document preparation, coordination, and presentation)</li> <li>• Working with Dig Alert for sewer capping, mark utility lines including SC Edison, SoCal Gas, Sewer, storm, fiber, AT&amp;T</li> <li>• Obtain demo permits from Los Angeles County Building &amp; Safety</li> <li>• Self-haul permit correspondence</li> <li>• Edit notices to property owner and send paper notices</li> <li>• Day-before demo site inspection and management of additional invoiced items</li> <li>• Day-of demo oversight, assistance, and documentation</li> <li>• Lien hearing before City Council (document preparation, coordination, and presentation)</li> </ul>	\$2,869.05		
Code Enforcement Supervisor	<ul style="list-style-type: none"> <li>• Utilities shut off</li> <li>• Board up / transients out prior to each contractor performing work</li> <li>• Asbestos &amp; lead testing procurement</li> <li>• Correspondence and forms with the Air Quality Management District</li> <li>• Self-haul permit obtention and correspondence</li> <li>• Draft notices to property owner and post notices on property</li> <li>• Day-before demo site inspection</li> <li>• Day-of demo oversight and assistance</li> <li>• Post-demo inspections and upkeep</li> </ul>	\$1,340.82		
Public Works	<ul style="list-style-type: none"> <li>• Management of water utility to site</li> <li>• Day-of demo and traffic control plan assistance</li> <li>• Post-work construction windscreen installation</li> </ul>	\$307.04		
Administrative Analyst	<ul style="list-style-type: none"> <li>• Self-haul management assistance with Athens</li> </ul>	\$24.56		
Management Assistant	<ul style="list-style-type: none"> <li>• Day-of demo oversight and documentation</li> </ul>	\$204.55		
Parking Enforcement	<ul style="list-style-type: none"> <li>• Day-of demo traffic control plan assistance</li> </ul>	\$106.58		
Administrative Services	<ul style="list-style-type: none"> <li>• Business license management</li> <li>• Invoice and payment management for all contractors</li> </ul>	\$163.48		
<b>Subtotal</b>		<b>\$5,016.08</b>		
<b>Grand Total</b>		<b>\$56,327.33</b>		