

CITY OF LOS ALAMITOS

3191 Katella Avenue
Los Alamitos, CA 90720

AGENDA CITY COUNCIL REGULAR MEETING MONDAY, FEBRUARY 7, 2011 – 7:00 p.m.

NOTICE TO THE PUBLIC

This Agenda contains a brief general description of each item to be considered. Except as provided by law, action or discussion shall not be taken on any item not appearing on the agenda. Supporting documents, including staff reports, are available for review at City Hall in the City Clerk's Office or on the City's website at www.ci.los-alamitos.ca.us once the agenda has been publicly posted.

Any written materials relating to an item on this agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office, 3191 Katella Ave., Los Alamitos CA 90720, during normal business hours. In addition, such writings or documents will be made available for public review at the respective public meeting.

It is the intention of the City of Los Alamitos to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee, or a participant at this meeting, you will need special assistance beyond what is normally provided, please contact the City Clerk's Office at (562) 431-3538, extension 220, 48 hours prior to the meeting so that reasonable arrangements may be made. Assisted listening devices may be obtained from the City Clerk at the meeting for individuals with hearing impairments.

1. **CALL TO ORDER**
2. **ROLL CALL**
Council Member Graham-Mejia
Council Member Kusumoto
Council Member Poe
Mayor Pro Tem Edgar
Mayor Stephens
3. **PLEDGE OF ALLEGIANCE** **Council Member Kusumoto**
4. **INVOCATION** **Mayor Pro Tem Edgar**
5. **PRESENTATIONS**
 - A. **To the 50th Anniversary Committee**
 - B. **Proclaiming February Career Technical Education Month**

6. ORAL COMMUNICATIONS

At this time, any individual in the audience may come forward to speak on any item within the subject matter jurisdiction of the City Council. Please state if you wish to speak on an item on the Agenda. Remarks are to be limited to not more than five minutes.

7. REGISTER OF MAJOR EXPENDITURES

February 7, 2011.

Roll Call Vote

Council Member Graham-Mejia

Council Member Kusumoto

Council Member Poe

Mayor Pro Tem Edgar

Mayor Stephens

8. CONSENT CALENDAR

All Consent Calendar items may be acted upon by one motion unless a Council Member requests separate action on a specific item.

*****CONSENT CALENDAR*****

A. Approval of Minutes (City Clerk)

- 1. Approve Minutes of the Regular Meeting – January 18, 2011.

B. Warrants (Finance)

February 7, 2011.

C. Approval of Plans and Specifications and Authorization to Bid the Alley Rehabilitation Project for the Alley between Green Avenue and Howard Avenue from Reagan Street to Maple Street (Public Works)

Time-sensitive Community Development Block Grant funding has been committed to the City to improve alleys in the Apartment Row neighborhood. This report recommends actions that facilitate rehabilitation of the alley between Green Avenue and Howard Avenue, from Reagan Street to Maple Street.

Recommendations:

- 1. Approve the plans and specifications for the Alley Rehabilitation Project for the alley between Green Avenue and Howard Avenue from Reagan Street to Maple Street; and,
- 2. Authorize staff to advertise and solicit bid proposals.

D. Professional Services Agreement for City Engineer Services (Pub Wrks.)

Consideration to continue services with Willdan Engineering to provide City Engineer services. The current agreement with Willdan expired on January 31, 2011, unless extended by mutual agreement.

Recommendation: Authorize the Mayor to execute the Professional Services Agreement with Willdan Engineering.

*****END OF CONSENT CALENDAR*****

9. DISCUSSION ITEMS

A. Second Meeting to Consider the Los Alamitos Medical Center Application for Specific Plan (Comm. Dev.)

The City Council conducted a public hearing on January 18, 2011, and received testimony regarding a request by the Los Alamitos Medical Center to approve a twenty-five year Specific Plan to guide the future development of the hospital site located at and around 3751 Katella Avenue. In response to the Public Hearing comments made on January 18 and discussions with Tenet Healthcare Corporation on January 25, staff is recommending amendments to the conditions of approval, as explained in the body of the staff report. Through the process we have solidified what is now a 10 year plan with a 25 year horizon. By way of history, the Planning Commission considered the issue on October 11, 2010 and November 8, 2010 and recommended approval of the Specific Plan conditions. Upon conclusion of the public hearing, the City Council developed a list of questions that have been addressed and attached to this report. In addition, the City Council requested additional information from Tenet Health regarding the corporation's commitment to the local project and its reaction to local concerns. Toward that end, City officials met with officers of the corporation and the Executive Director wherein Tenet Healthcare restated their financial commitment to the local Medical Center.

Recommendation: Staff recommends that the City Council:

1. Adopt Resolution No. 2011-02 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS CERTIFYING THE ENVIRONMENTAL IMPACT REPORT FOR THE LOS ALAMITOS MEDICAL CENTER SPECIFIC PLAN (SCH# 2010041095) IN CONNECTION WITH ITS APPLICATION FOR SPECIFIC PLAN NO. 09-01, GENERAL PLAN AMENDMENT GPA 09-01, ZONE ORDINANCE AMENDMENT ZOA 10-03 AND STREET VACATION LOCATED AT AND AROUND 3751 KATELLA AVENUE (ORANGE COUNTY ASSESSOR PARCEL NO 242-151-20, 242-152-20, 242-152-21, 242-162-13, 242-162-14, 242-163-11, 242-163-12, 242-163-13, 242-163-14) INCLUDING RELATED FINDINGS, ADOPTION OF ENVIRONMENTAL FINDINGS, A STATEMENT OF OVERRIDING CONSIDERATIONS AND A MITIGATION MONITORING AND REPORTING PLAN PURSUANT TO CALIFORNIA ENVIRONMENTAL QUALITY ACT; and,

2. Adopt Resolution No. 2011-03 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS ADOPTING GENERAL PLAN AMENDMENT (GPA 09-01) TO CHANGE THE LAND USE DESIGNATION FROM COMMUNITY AND INSTITUTIONAL, PLANNED INDUSTRIAL AND PROFESSIONAL OFFICE TO THE NEWLY CREATED SPECIFIC PLAN LAND USE DESIGNATION FOR THE CONSTRUCTION OF A PROPOSED THREE-PHASE MASTER PLANNED EXPANSION, INCLUDING THE PROVISION OF AN ADDITIONAL 164 HOSPITAL BEDS, TWO NEW HOSPITAL BUILDINGS, ONE NEW MEDICAL OFFICE BUILDING TO BE USED FOR ADDITIONAL OUTPATIENT AND ASSOCIATED MEDICAL USES, AND AN ADDITIONAL 849 PARKING SPACES (HEREAFTER "PROJECT") FOR A PROJECT GENERALLY LOCATED AT AND AROUND 3751 KATELLA AVENUE (HEREAFTER "SUBJECT PROPERTY"); (APPLICANT: LOS ALAMITOS MEDICAL CENTER); and,
3. Introduce by title only and waive further reading of Ordinance No. 11-01 and Ordinance No. 11-02, and set for second reading; and,
4. Mayor Stephens read the title of Ordinance No. 11-01, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS ADOPTING ZONING ORDINANCE AMENDMENT 09-01 TO CHANGE THE ZONING DESIGNATIONS OF CERTAIN PARCELS FROM COMMUNITY FACILITIES (C-F), COMMERCIAL OFFICE (C-O) AND PLANNED LIGHT INDUSTRIAL (PM) TO LOS ALAMITOS MEDICAL CENTER SPECIFIC PLAN FOR THE CONSTRUCTION OF A PROPOSED THREE-PHASE MASTER PLANNED EXPANSION FOR THE LOS ALAMITOS MEDICAL CENTER WHICH INCLUDES THE PROVISION OF AN ADDITIONAL 164 HOSPITAL BEDS, TWO NEW HOSPITAL BUILDINGS, ONE NEW MEDICAL OFFICE BUILDING TO BE USED FOR ADDITIONAL OUTPATIENT AND ASSOCIATED MEDICAL USES, AND AN ADDITIONAL 849 PARKING SPACES FOR A PROJECT GENERALLY LOCATED AT AND AROUND 3751 KATELLA AVENUE; and,
5. Mayor Stephens read the title of Ordinance No. 11-02, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS ADOPTING THE LOS ALAMITOS MEDICAL CENTER SPECIFIC PLAN (SP 09-01) FOR THE CONSTRUCTION OF A PROPOSED THREE-PHASE MASTER PLANNED EXPANSION INCLUDING THE PROVISION OF AN ADDITIONAL 164 HOSPITAL BEDS, TWO NEW HOSPITAL BUILDINGS, ONE NEW MEDICAL OFFICE BUILDING TO BE USED FOR ADDITIONAL OUTPATIENT AND ASSOCIATED MEDICAL USES, AND AN ADDITIONAL 849 PARKING SPACES FOR A PROJECT GENERALLY LOCATED AT AND AROUND 3751 KATELLA AVENUE ADOPTING THE LOS ALAMITOS MEDICAL CENTER SPECIFIC PLAN (09-01); and,
6. Adopt Resolution No. 2011-04 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DECLARING ITS INTENTION TO VACATE KAYLOR STREET EASEMENT AND SETTING A PUBLIC HEARING DATE OF FEBRUARY 21, 2011.

B. Consideration to Dissolve General Plan Subcommittee, Create Ad Hoc General Plan/Downtown Revitalization Plan Subcommittee and Dissolve Los Alamitos School District/City Working Group (Comm. Dev.)

During the regular City Council Meeting of January 3, 2011, the City Council made a number of committee and ad hoc subcommittee appointments. During discussion of this item, the City Attorney expressed concern that the proposed "Advanced Planning Ad Hoc Committee" might not meet the test of a true ad hoc committee, as defined by the Brown Act. Accordingly, that appointment was tabled for clarification. Staff recommends the dissolution of the General Plan Subcommittee, the formation of an Ad Hoc General Plan/Downtown Revitalization Plan Subcommittee that will sunset on December 31, 2011. The subcommittee would be charged with examining and making recommendations to the City Council with regard to issues related to the General Plan update project and issues related to the Downtown Revitalization Project, as they might potentially impact the General Plan update. Additionally, upon reviewing the City's standing ad hoc committees, it is possible that the Los Alamitos School District/City Working Group also may not meet the Brown Act scrutiny because there is not a specific "sunset" on the Working Group's activities. Staff recommends that the City Council also dissolve that ad hoc subcommittee.

Recommendation:

1. Dissolve the General Plan Subcommittee; and,
2. Establish the General Plan/Downtown Revitalization Plan Ad Hoc Subcommittee with oversight of the Downtown Revitalization Project to sunset on December 31, 2011; and,
3. Appoint two members of the City Council to the newly established General Plan/ Downtown Revitalization Plan Ad Hoc Subcommittee; and,
4. Dissolve the LAUSD/City Working Group; and,
5. Alternatively, discuss and take other action related to this item.

C. Consideration of Membership in the Association of California Cities – Orange County (Admin.)

The League of California Cities (State League) is a long standing formal association of cities that provides legislative advocacy, professional development and education services for member cities. The Orange County Division (OC Division) is the local regional subset of the State League. In addition, many years ago, the cities in Orange County created an "overlay" to the standard Orange County Division, assessed themselves the amount necessary to support additional staff and services. Those additional services largely define what local cities have come to know as the Orange County Division of the League. Due to the decision of several OC Division member cities to withdraw from membership from the State League and the OC Division "overlay," the OC Division has been rendered incapable of providing a full range of membership services. In response, OC Division elected officials created a new 501(c)(3) organization called the Association of California Cities – Orange County. The new Association would provide the same services and programs provided previously by the OC

Division, but would be legally and financially separate from the State League. Should the City Council choose to join the new Association of California Cities – Orange County, it is recommended that it discontinue the City's current relationship with the Orange County Division and allocate the membership dues toward affiliation with the new organization.

Recommendation:

1. Discontinue the City's membership in the Orange County Division of the League of California Cities and join the Association of California Cities-Orange County; and,
2. Discuss and potentially take action to withdraw from the League of California Cities, State League; and,
3. Alternatively, discuss and take other action related to this item.

D. Consideration of a Request for Proposal Seeking a Consultant to Conduct an Audit of Franchised Waste Hauler Operations (Admin.)

Members of the City Council have requested that the City Council consider conducting an audit of Consolidated Disposal Services, LLC to determine if franchise fees due to the City under the previous franchise agreement with the firm have been paid as specified in the agreement. Should the City Council choose to proceed with such an audit, it would be appropriate to authorize staff to circulate the Request for Proposals (RFP).

Recommendation: Should the Council decide to seek an audit of revenues paid by Consolidated Disposal Services during the term of the previous franchise agreement, it is recommended that staff be authorized to circulate the attached RFP.

10. PUBLIC HEARING

A. Ordinance No. 11-03 – Pipeline Franchise (Comm. Dev.)

Consideration of an Ordinance granting a 15 year franchise to Crimson California Pipeline L.P.

Recommendation:

1. Conduct a Public Hearing; and,
2. Waive reading in full and authorize reading by title only of Ordinance No. 11-03, and set for second reading; and,
3. Mayor Stephens read the title of Ordinance No. 11-03 entitled, "An ORDINANCE OF THE CITY OF LOS ALAMITOS GRANTING A FRANCHISE TO CONSTRUCT AND USE AN OIL PIPELINE TO CRIMSON CALIFORNIA PIPELINE, L.P."

11. MAYOR AND COUNCIL INITIATED BUSINESS

Council Announcements

At this time, Council Members may also report on items not specifically described on the Agenda that are of interest to the community, provided no action or discussion is taken except to provide staff direction to report back or to place the item on a future Agenda.

A. Council Member Kusumoto - Conference and Meeting Report - League of California Cities New Mayors and Council Members Academy

Recommendation: That the City Council receive and file the report.

- B. Council Member Poe**
Mayor Pro Tem Edgar
Mayor Stephens
Council Member Graham-Mejia
Council Member Kusumoto

12. ITEMS FROM THE CITY MANAGER

13. ADJOURNMENT

The next meeting of the City Council is scheduled for Tuesday, February 22, 2011, in the City Council Chambers.

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted at the following locations: Los Alamitos City Hall, 3191 Katella Ave.; Los Alamitos Community Center, 10911 Oak Street; and, Los Alamitos Museum, 11062 Los Alamitos Blvd.; not less than 72 hours prior to the meeting.

Adria M. Jimenez, CMC
City Clerk

Date

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
THE BANK OF NEW YORK TRUST CO.	LAUREL PARK INTEREST	LAUREL PARK DEBT S	NON-DEPARTMENTAL	74,194.38
			TOTAL:	74,194.38
CITY OF CYPRESS	WEST COMM JPA - 3RD QTR	GENERAL FUND	COMMUNICATIONS TECHNOL	130,012.00
			TOTAL:	130,012.00
CONSOLIDATED DISPOSAL SRVS #902	DECEMBER TRASH	GENERAL FUND	NON-DEPARTMENTAL	46,530.08
	ALLEY CLEAN-UP 12/10	GENERAL FUND	STREET MAINTENANCE	979.90
	RECYCLING SERVICE	GENERAL FUND	STREET MAINTENANCE	110.34
	DISPOSAL SERVICE	GENERAL FUND	STREET MAINTENANCE	1,744.28
	TOTAL:			49,364.60
HARTZOG & CRABILL, INC.	LAMC SPECIFIC PLAN	GENERAL FUND	NON-DEPARTMENTAL	310.00
	MED CTR PLAN REVIEW	GENERAL FUND	NON-DEPARTMENTAL	1,162.50
	TRAFFIC ENGINEER SVCS	GENERAL FUND	CITY ENGINEER	366.75
	SIGNAL OPERATIONS 12/10	GENERAL FUND	CITY ENGINEER	1,622.00
	T.C. PLAN CHECK	GENERAL FUND	CITY ENGINEER	616.25
	SIGNAL SYNCH PLAN	GENERAL FUND	CITY ENGINEER	426.25
	T.C. PLAN CHECK	GENERAL FUND	CITY ENGINEER	488.75
	SIGNAL OPERATIONS 11/10	GENERAL FUND	CITY ENGINEER	1,030.00
	TRAFFIC STUDY	MEASURE M	CAPITAL PROJECTS	9,225.00
	TOTAL:			15,247.50
RBF CONSULTING	LOS AL MED CENTER 10/10	GENERAL FUND	NON-DEPARTMENTAL	11,666.20
	LOS AL MED CENTER 11/10	GENERAL FUND	NON-DEPARTMENTAL	3,218.46
	TOTAL:			14,884.66
SOUTHERN CALIFORNIA EDISON	TRAFFIC SIGS/ST LIGHTS	GENERAL FUND	STREET MAINTENANCE	7,054.62
	SLO-PITCH FLD/LAUREL PRK	GENERAL FUND	PARK MAINTENANCE	840.34
	MCAULIFFE PARK	GENERAL FUND	PARK MAINTENANCE	2,169.76
	PUMP STATIONS	GENERAL FUND	BUILDING MAINTENANCE	262.81
	CITY HALL	GENERAL FUND	BUILDING MAINTENANCE	848.34
	POLICE STATION	GENERAL FUND	BUILDING MAINTENANCE	1,722.38
	COMMUNITY CENTER	GENERAL FUND	BUILDING MAINTENANCE	1,618.57
	TRAFFIC SIGS/ST LIGHTS	GAS TAX	STREET MAINTENANCE	7,054.62
	TOTAL:			17,231.92

**MINUTES OF THE CITY COUNCIL
OF THE CITY OF LOS ALAMITOS**

REGULAR MEETING – JANUARY 18, 2011

ITEM NO. 8A

THESE MINUTES ISSUED FOR
INFORMATION ONLY AND ARE
SUBJECT TO AMENDMENT AND
APPROVAL AT THE NEXT
MEETING

1. CALL TO ORDER

The City Council met in Regular Session at 7:02 p.m., Tuesday, January 18, 2011 in the Council Chambers, 3191 Katella Avenue, Mayor Stephens presiding.

2. ROLL CALL

Present: Council Members: Graham-Mejia, Kusumoto, Poe
Mayor Pro Tem Edgar, Mayor Stephens

Absent: Council Members: None

Present: Staff: Jeffrey L. Stewart, City Manager
Sandra Levin, City Attorney
Angie Avery, Community Services Director
Dave Hunt, City Engineer
Adria M. Jimenez, City Clerk
Todd Mattern, Police Chief
Steven Mendoza, Community Development Dir.

3. PLEDGE OF ALLEGIANCE

Council Member Graham-Mejia led the Pledge of Allegiance.

4. INVOCATION

Council Member Poe gave the Invocation.

5. PRESENTATIONS

A. Monthly Update by the City's 50th Anniversary Committee

Angie Avery, Community Services Director, provided an update on the final 50th Anniversary event – The Time Capsule Dedication, Saturday, January 22, Little Cottonwood Park.

B. Orange County Fire Authority and City of Los Alamitos Presentation to Reserve Firefighters

Mayor Stephens advised this presentation was postponed.

6. ORAL COMMUNICATIONS

Mayor Stephens opened Oral Communications at 7:09 p.m.

JM Ivler, resident, spoke in opposition of how the Oral Communications/Public Comments are conducted by the City Council. Mr. Ivler requested the City Council adjourn the meeting in memory of Christina Taylor Green and those who lost their lives in the Arizona shooting.

Laura Herzog, JFTB, advised a 21-year old Garden Grove soldier was killed, and once service information is confirmed, she will advise. Ms. Herzog also advised January 28th is her last day with JFTB. She provided future contact information.

Richard Murphy, resident, commented on Item 10B, and asked the City Council to hire an independent company to conduct the audit. Mr. Murphy commented on the Council's ad-hoc subcommittee meeting with the Rossmoor Community Services District (RSCD) and on the Los Alamitos Medical Center Specific Plan and the sale of Tenet.

Catherine Driscoll, resident, commented on the RCSD Meeting stating residents should be considered before businesses. Ms. Driscoll also commented on the minute format; stated residents of both Rossmoor and Los Alamitos should have a voice in the issue of annexation; and, stated she is opposed to outside interest dictating the decisions of the Council.

Jody Shloss, resident, spoke in opposition of holding a public hearing on the hospital. Ms. Shloss stated she agreed with Mr. Ivler in renaming the Conference Room at the Community Center, and requested there be a policy for naming City streets and rooms. Ms. Shloss asked Mayor Stephens if the Orange County Fire Authority uses speaker cards.

At 7:27 p.m., Mayor Stephens closed Oral Communications.

7. REGISTER OF MAJOR EXPENDITURES

January 18, 2011.

Motion/Second: Poe/Edgar

Unanimously carried: The City Council approved the Register of Major Expenditures for January 18, 2011, \$270,342.57.

Roll Call Vote

Council Member Graham-Mejia	Aye
Council Member Kusumoto	Aye
Council Member Poe	Aye
Mayor Pro Tem Edgar	Aye
Mayor Stephens	Aye

8. CONSENT CALENDAR

All Consent Calendar items may be acted upon by one motion unless a Council Member requests separate action on a specific item.

Council Member Kusumoto pulled Items 8A1 and 8A2.

Council Member Poe pulled Item 8C.

Mayor Pro Tem Edgar pulled Item 8B.

All Consent Calendar Items were pulled for further discussion.

*****END OF CONSENT CALENDAR*****

A. Approval of Minutes

1. Approve Minutes of the Regular Meeting – December 6, 2010.
2. Approve Minutes of the Regular Meeting – January 3, 2011.

Council Member Kusumoto requested the following changes be made to the Minutes: December 6, 2010, Council Member Comments - change ethical to unethical. January 3, 2011 - Dave Hunt be added to the list of Department Heads in attendance; and, stated his comment in regards to the trash lawsuit during Council Member Comments was, "I have heard of this and did not participate with the plaintiffs in the meeting with the attorney, and was not a party to that."

Council Member Graham-Mejia requested her comments on the Minutes of December 6, 2010, regarding the selection of Mayor Pro Tem be confirmed and changed if appropriate.

Mayor Pro Tem Edgar asked for clarification on the Minutes of January 3, 2011, in regards to the Los Alamitos Blvd. Revitalization project confirming the cost for the technical EIR; and, asked for clarification on City Attorney Levin's comments regarding Council Member Graham-Mejia's involvement with the trash lawsuit.

City Attorney Levin provided clarification stating her comments were, "To my knowledge, Council Member Graham-Mejia's participation in the closed session did not have any impact on the lawsuit and the lawsuit was moving forward." Ms. Levin reiterated, "To my knowledge we have not heard back about any leak of confidential information or anything of that sort and if that comes to pass, the City Council will be the first to know."

Council Member Graham-Mejia reiterated her statement adding closed session is closed session no matter what it is regarding, so there is no threat of the meeting having any kind of effect on the trash lawsuit.

City Clerk Jimenez stated she will listen to the tapes to confirm the changes.

Motion/Second: Edgar/Poe

Unanimously carried: Approved the Minutes of December 6, 2010 and January 3, 2011, with the noted amendments.

C. Resolution No. 2011-05 – Approval of Non-Exclusive Permit Contracts to Athens Services, Rainbow Disposal Company, Universal Waste Systems and Ware Disposal for the Provision of Residential Roll-Off and Temporary Bin Services

The City approved an exclusive franchise agreement with Consolidated Disposal Services for residential and commercial refuse collections services in June 2010. That agreement specifies that the provision of residential roll-off and temporary bins services shall be competitive and non-exclusive. In response to a Request for Proposals (RFP), the City received four (4) responses. During discussion of the matter on January 3, 2011, members of the City Council requested additional information regarding the four respondents to the RFP and that the item be brought back for additional consideration. Staff recommends that the City Council approve permit contracts with the four firms that responded to the RFP.

City Manager Stewart provided a staff report and advised RFPs were circulated to all the haulers that responded to the original RFP the LA County Haulers Association, the organization that oversees the OC and LA County Haulers was also noticed. Four responses were received. There was no effort to screen the haulers in any way, shape or form, as long as the bid sheet was filled out correctly and completely it was accepted. All four are being considered for approval. Mr. Stewart further stated this item was tabled for two specific questions: 1) The involvement of the haulers in the lawsuit against the trash contract; and, 2) Whether Ware Disposal Inc., was affiliated with any other company.

Mr. Stewart provided the following responses: 1) All of the haulers expressed they had no interest in the lawsuit. Rainbow did disclose that they were doing business on the base and subcontracting with LA Crest Haulers who is doing the business and hauling the mulch/materials in and out of the base; and, 2) Ware Disposal Inc., is not affiliated with any other company; it is a stand-alone company.

Council Member Poe expressed concerns contracting with Rainbow because of their involvement with composting on JFTB. She asked if Council is required to approve all four contracts or can they choose to approve one or two vendors.

Mr. Stewart advised nothing in the RFP stated it was a competitive circumstance and there was no reason to disqualify any of the haulers. Whether the Council wants to choose to proceed with all four is a policy decision and did not see a need to reject Rainbow or any other hauler based on the business they were doing, and it wasn't part of the bid process.

City Attorney Levin stated it is the decision of the Council to decide how many contracts they would like to approve and how many haulers they would like to have. Council does have that discretion, and if the Council is going to select they need to state a rational basis for doing so and apply it equally.

Motion/Second: Edgar/Poe

Select two vendors based on the Per Pull rates as provided by the haulers and return in 180 days with a review of the contracts, impacts on staff managing the contracts, and evaluate the effectiveness of the program.

After additional Council discussion, Council Member Poe rescinded her second to the motion.

Mayor Pro Tem Edgar amended his motion to approve staff's recommendation.

Motion/Second: Edgar/Graham-Mejia

Unanimously carried:

1. Adopted Resolution No. 2011-05 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS APPROVING THE AWARD OF NON-EXCLUSIVE PERMIT CONTRACTS TO ATHENS SERVICES, RAINBOW DISPOSAL COMPANY, WARE DISPOSAL COMPANY AND UNIVERSAL WASTE SYSTEMS FOR THE PROVISION OF ROLL-OFF AND TEMPORARY BIN SERVICES FOR RESIDENTIAL CUSTOMERS;" and,
2. Authorized the Mayor to execute the permit contracts.

B. Warrants

January 18, 2011.

Motion/Second: Edgar/Poe

Unanimously carried: City Council approved the Warrants for January 18, 2011 in the amount of \$44,111.40.

9. PUBLIC HEARING

A. Public Hearing for an Ordinance Permitting a Pipeline Franchise Agreement to Replace Expired Ordinance granting Crimson Pipeline a 15 year Franchise to Use City Streets for their Pipeline

This is a request to open a Public Hearing for consideration of an Ordinance permitting a Pipeline Franchise Agreement.

Steven Mendoza, Community Development Director, provided a brief overview to the City Council.

At 8:02 p.m., Mayor Stephens opened the Public Hearing. With no one wishing to speak, Mayor Stephens continued the Public Hearing to the meeting of February 7, 2011.

Motion/Second: Poe/Edgar

Unanimously carried: City Council: 1) Opened the Public Hearing; and, 2) Continued the Public Hearing to February 7, 2011.

RECESS/RECONVENE

Mayor Stephens recessed the City Council Meeting at 8:04 p.m. Mayor Stephens reconvened the City Council Meeting at 8:15 p.m., with all Council Members present.

B. Consideration of Los Alamitos Medical Center Application for Specific Plan

This public hearing is for the consideration of the Los Alamitos Medical Center Specific Plan and all related approvals for the twenty five year development plan of their nine parcels on 18.3 acres.

City Council agreed staff would maintain a list of questions asked by the public and Council Members and provide answers at the meeting of February 7, 2011.

Steven Mendoza, Community Development Director, reviewed the Los Alamitos Medical Center Application for Specific Plan. Mr. Mendoza introduced the following persons who worked on the application process and called upon them during the PowerPoint Presentation: Collette Morse, Paul Martin, Brian Allee, Paul Tabone, Eddie Torres, and Bernie Dennis.

Michelle Finney, President/CEO of Los Alamitos Medical Center, introduced the Medical Center Board Members present and thanked the City Council and Community for receiving and considering the specific plan application. Ms. Finney provided information on Los Alamitos Medical Center and Tenet Healthcare Corporation.

At 9:23 p.m., Mayor Stephens opened the Public Hearing.

The following persons spoke in favor of approving the Los Alamitos Medical Center Application for Specific Plan:

Dr. Larry Feiwell, Los Alamitos Medical Center
Dr. Greg Kimura, Los Alamitos Medical Center
Dr. Bruce Jetton, Los Alamitos Medical Center, read a letter of support from
the Orange County Healthcare Agency
Emil Jorge, Local Business Owner
Jack Zareinber, Local Business Owner
Dr. Wayne Freeman, Los Alamitos Medical Center
Luciann Maulhardt, Casa Youth Shelter
Dr. Nirav Patel, Los Alamitos Medical Center
Dr. Stuart Fischer, Los Alamitos Medical Center
Candie Toth, Resident
Tom Stretz, Los Alamitos School District
Beverly Rigney, Los Alamitos Chamber of Commerce, read and submitted
two letters of support from the Los Alamitos Chamber of Commerce and
Cypress Chamber of Commerce
David Wassenarr, Cypress Chamber of Commerce
Bill Weston, CARE Ambulance Service
Dr. Joel Weitletz, Los Alamitos Medical Center
Darrell Essex, Los Alamitos Medical Center
Johnnie Strohmyer, Business Owner
Teresa Murphy, Los Alamitos Non-Profit

Allen McLean, Business Owner, read and submitted two letters of support from Judy Klabough and Karen Klabough of Green Street Interiors
Beth Piburn, Cypress College
Dr. Alan Gold, Los Alamitos Medical Center
Laura Herzog, Resident
Debbie Feldman, Resident
Dean Grose, Resident

The following persons spoke in opposition of approving the Los Alamitos Medical Center Application for Specific Plan:

Leighton Woodhouse, National Union of Healthcare Workers
Rosa Maria Campos, Los Alamitos Medical Center
Diana Valencia, Los Alamitos Medical Center
Maria Gonzalez, Los Alamitos Medical Center
J.M. Ivler, Resident

The following persons neither spoke in favor or in opposition of the Los Alamitos Medical Center Application for Specific Plan:

Richard Murphy, Resident
Jody Shloss, Resident

RECESS/RECONVENE

At 11:08 p.m., Mayor Stephens recessed the City Council Meeting. At 11:22 p.m., Mayor Stephens reconvened the Council Meeting with all Council Members present.

Mayor Stephens closed the Public Hearing at 11:27 p.m.

Each of the Council Members asked questions about the proposed specific plan.

Mayor Stephens advised answers to the public and Council Members' questions will be provided at the next Council Meeting.

Recommendation: The City Council

1. Opened the Public Hearing; and,
2. Took Testimony; and,
3. Continued the Approval of the Los Alamitos Medical Center Application for Specific Plan to the Meeting of February 7, 2011, including the adoption of the following items:

Resolution No. 2011-02, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS CERTIFYING THE ENVIRONMENTAL IMPACT REPORT FOR THE LOS ALAMITOS MEDICAL CENTER SPECIFIC PLAN (SCH# 2010041095) IN CONNECTION WITH ITS APPLICATION FOR SPECIFIC PLAN NO. 09-01, GENERAL PLAN AMENDMENT GPA 09-01, ZONE ORDINANCE AMENDMENT ZOA 10-03

AND STREET VACATION LOCATED AT AND AROUND 3751 KATELLA AVENUE (ORANGE COUNTY ASSESSOR PARCEL NO 242-151-20, 242-152-20, 242-152-21, 242-162-13, 242-162-14, 242-163-11, 242-163-12, 242-163-13, 242-163-14) INCLUDING RELATED FINDINGS, ADOPTION OF ENVIRONMENTAL FINDINGS, A STATEMENT OF OVERRIDING CONSIDERATIONS AND A MITIGATION MONITORING AND REPORTING PLAN PURSUANT TO CALIFORNIA ENVIRONMENTAL QUALITY ACT;" and,

Resolution No. 2001-03, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS ADOPTING GENERAL PLAN AMENDMENT (GPA 09-01) TO CHANGE THE LAND USE DESIGNATION FROM COMMUNITY AND INSTITUTIONAL, PLANNED INDUSTRIAL AND PROFESSIONAL OFFICE TO THE NEWLY CREATED SPECIFIC PLAN LAND USE DESIGNATION FOR THE CONSTRUCTION OF A PROPOSED THREE-PHASE MASTER PLANNED EXPANSION, INCLUDING THE PROVISION OF AN ADDITIONAL 164 HOSPITAL BEDS, TWO NEW HOSPITAL BUILDINGS, ONE NEW MEDICAL OFFICE BUILDING TO BE USED FOR ADDITIONAL OUTPATIENT AND ASSOCIATED MEDICAL USES, AND AN ADDITIONAL 849 PARKING SPACES (HEREAFTER "PROJECT") FOR A PROJECT GENERALLY LOCATED AT AND AROUND 3751 KATELLA AVENUE (HEREAFTER "SUBJECT PROPERTY"); (APPLICANT: LOS ALAMITOS MEDICAL CENTER);" and,

Introduce by title only and waive further reading of Ordinance No. 11-01 and Ordinance No. 11-02, and set for second reading; and,

Ordinance No. 11-01, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS ADOPTING ZONING ORDINANCE AMENDMENT 09-01 TO CHANGE THE ZONING DESIGNATIONS OF CERTAIN PARCELS FROM COMMUNITY FACILITIES (C-F), COMMERCIAL OFFICE (C-O) AND PLANNED LIGHT INDUSTRIAL (PM) TO LOS ALAMITOS MEDICAL CENTER SPECIFIC PLAN FOR THE CONSTRUCTION OF A PROPOSED THREE-PHASE MASTER PLANNED EXPANSION FOR THE LOS ALAMITOS MEDICAL CENTER WHICH INCLUDES THE PROVISION OF AN ADDITIONAL 164 HOSPITAL BEDS, TWO NEW HOSPITAL BUILDINGS, ONE NEW MEDICAL OFFICE BUILDING TO BE USED FOR ADDITIONAL OUTPATIENT AND ASSOCIATED MEDICAL USES, AND AN ADDITIONAL 849 PARKING SPACES FOR A PROJECT GENERALLY LOCATED AT AND AROUND 3751 KATELLA AVENUE;" and,

Ordinance No. 11-02, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS ADOPTING THE LOS ALAMITOS MEDICAL CENTER SPECIFIC PLAN (SP 09-01) FOR THE CONSTRUCTION OF A PROPOSED THREE-PHASE MASTER PLANNED EXPANSION INCLUDING THE PROVISION OF AN ADDITIONAL 164 HOSPITAL BEDS, TWO NEW HOSPITAL BUILDINGS, ONE NEW MEDICAL OFFICE BUILDING TO BE USED FOR ADDITIONAL OUTPATIENT AND ASSOCIATED MEDICAL USES, AND AN ADDITIONAL 849 PARKING SPACES FOR A PROJECT GENERALLY LOCATED AT AND AROUND

3751 KATELLA AVENUE ADOPTING THE LOS ALAMITOS MEDICAL CENTER SPECIFIC PLAN (09-01);” AND,

Resolution No. 2011-04, entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DECLARING ITS INTENTION TO VACATE KAYLOR STREET EASEMENT AND SETTING A PUBLIC HEARING DATE OF FEBRUARY 7, 2011.”

10. DISCUSSION ITEMS

Motion/Second: Kusumoto/Poe

Unanimously carried: Tabled Discussion Items #10A and #10B to the Council Meeting of February 7, 2011.

A. **Consideration to Dissolve General Plan Subcommittee and Create a Replacement to cover broader Land Use issues known as the Advanced Planning Ad Hoc Subcommittee. This item includes a recommendation to appointment members**

This is a request for the City Council to dissolve the General Plan subcommittee that was established to focus on the Los Alamitos General Plan. The needs of the City have changed and there is a need for a subcommittee to cover broader Land Use issues, including the General Plan and large scale projects such as implementation of the Compass Blueprint Program, including the City’s Downtown Revitalization Project.

B. **Consideration of a Request for Proposal Seeking a Consultant to Conduct an Audit of Franchised Waste Hauler Operations**

Members of the City Council have requested that the City Council consider conducting an audit of Consolidated Disposal Services, LLC to determine if franchise fees due to the City under the previous franchise agreement with the firm have been paid as specified in the agreement. Should the City Council choose to proceed with such an audit, it would be appropriate to authorize staff to circulate the Request for Proposals (RFP).

11. MAYOR AND COUNCIL INITIATED BUSINESS Council Announcements

Council Member Kusumoto reported on his attendance at Brigadier General Johnson’s Promotion Ceremony and thanked the men & women of the Armed Forces who serve our Country; stated he asked the Ad Hoc Committee to provide a report on the RCSD meeting and mentioned Mayor Pro Tem Edgar did provide a report and commented on the meeting; stated he met with Michele Finney, CEO, Los Alamitos Medical Center, for a tour and brief discussion on the expansion plans and stated he has questions on the project, and hopes the Hospital helps us to protect our City, as corporate citizens of the community; reported on an informal briefing he attended with the department heads noting it was interesting and educational.

Council Member Poe stated she did not respond to Council Member Kusumoto's email for concern of a Brown Act violation and asked the City Attorney review Brown Act requirements and as they relate to e-mails; reported on a resident's concern regarding the difficulty of obtaining building permits to enhance properties in Carrier Row, and asked the concerns be addressed; reported on her attendance at the Elected Officials Meeting and the RCSD Meetings; addressed the Council Meeting Minutes and stated she believes the Minutes are transparent and reflect everything that occurs in the meetings.

Mayor Pro Tem Edgar provided an update on the meeting with the RCSD; addressed the issue of City Council Meeting Minutes; commented on building/contracting concerns in Carrier Row and asked staff to possibly schedule a workshop with area contractors to address the concerns; congratulated the Planning Commission on implementing low Solar Panel permit rates; reported on items from the Mayor's Group, including the release of a real development property plan for JFTB, and welcomed comments from other Council Members; and, asked the issue of reinstating the High School Resource Officer be addressed during budget as well as the potential for a share-cost between the local cities/county.

Mayor Stephens stated the OCFA does use Speaker Cards, and advised he will look into the City utilizing Speaker Cards; reported on his attendance at the Wings, Wheels, and Rotors Luncheon at JFTB; provided a report on his attendance at a OCFA Budget and Finance Committee Meeting and a OCFA Special Meeting on January 13th; thanked everyone who came out for tonight's Public Hearing; and, thanked staff for their hard work in organizing the presentations.

Council Member Graham-Mejia asked the use of speaker cards and the public being able to speak on an agenda item at the time of the agenda item be agendaized for discussion; requested the Traffic Commission review the possibility of making Lexington Avenue a through street; reported on street sweeping in the alley and thanked the City Manager for handling the item; stated she was meeting with the City Manager regarding Code Enforcement and Community Development issues in Carrier Row and Old Dutch Haven; asked for clarification on the issue of street sweeping and parking; thanked Michele Finney and Rob Feldman for taking her on a tour of the hospital; reminded residents of the Time Capsule Dedication; asked for additional information on the Welcome Home Ceremony for Priv. Jose Torre; stated losing Ms. Herzog as a employee of the base will be a loss; asked meeting minutes be returned to their previous format which she believes increases transparency; and, asked the meeting be adjourned in memory of Christina-Taylor Green and those who lost their lives in the Arizona shooting.

12. ITEMS FROM THE CITY MANAGER

City Manager Stewart had nothing to report.

13. ADJOURNMENT

At 1:25 a.m., the City Council Meeting was adjourned in memory of Christina-Taylor Green and the six others who lost their lives in the shooting tragedy in Arizona.

Kenneth Stephens, Mayor

ATTEST:

Adria M. Jimenez, CMC
City Clerk

CITY OF LOS ALAMITOS
A/P Warrants
February 7, 2011

Pages:

01-10	\$ 106,831.30	A/P Warrants	02/07/2011
	\$ 2,039.04	Retiree Benefits	02/01/2011

Total **\$ 108,870.34**

Statement:

I hereby certify that the claims or demands covered by the foregoing listed warrants have been audited as to accuracy and availability of funds for payment thereof. Certified by Anita Agramonte, Finance Manager.



this 1st day of February, 2011

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
10-8 RETROFIT, INC.	REPAIR P/D VEHICLE	GARAGE FUND	GARAGE	195.00
	REPAIR P/D VEHICLE	GARAGE FUND	GARAGE	326.86
	REPAIR P/D VEHICLE	GARAGE FUND	GARAGE	202.07
	TOTAL:			723.93
ACE INDUSTRIAL SUPPLY, INC.	SAFETY GLASSES	GARAGE FUND	GARAGE	325.43
			TOTAL:	325.43
ALAMITOS AUTO PARTS	SILICON FOR POOL	GENERAL FUND	BUILDING MAINTENANCE	12.59
	RETURN	GARAGE FUND	GARAGE	3.81
	DISTRIBUTOR CAP & ROTOR	GARAGE FUND	GARAGE	25.05
	ADAPTER	GARAGE FUND	GARAGE	1.67
	RELAY	GARAGE FUND	GARAGE	20.26
	ADAPTERS	GARAGE FUND	GARAGE	6.70
	TOTAL:			62.46
ALCO TARGET COMPANY	TRAINING TARGETS	GENERAL FUND	PATROL	25.14
			TOTAL:	25.14
ALL AMERICAN SIGN COMPANY	STREET SWEEPER	GARAGE FUND	GARAGE	75.00
			TOTAL:	75.00
AMERICAN SOCCER COMPANY, INC.	SOCCER SERVICES	GENERAL FUND	SPECIAL CLASSES	1,469.16
	SOCCER SERVICES	GENERAL FUND	SPECIAL CLASSES	70.69
	TOTAL:			1,539.85
ANDERSON ELECTRICAL & LIGHTING SERVICE	LIGHTING REPAIR	GENERAL FUND	BUILDING MAINTENANCE	379.00
			TOTAL:	379.00
ANIMAL PEST MANAGEMENT SERVICES	GOPHER CONTROL	GENERAL FUND	PARK MAINTENANCE	250.00
	GOPHER CONTROL	GENERAL FUND	PARK MAINTENANCE	80.00
	GOPHER CONTROL	GENERAL FUND	PARK MAINTENANCE	150.00
	TOTAL:			480.00
ART INNOVATORS	INSTRUCTOR - ART	GENERAL FUND	SPECIAL CLASSES	444.00
			TOTAL:	444.00
THE ASLAN GROUP, INC.	CONSTRUCTION MANAGEMENT	GAS TAX	CAPITAL PROJECTS	660.00
			TOTAL:	660.00
AT & T	BILL CYCLE 1/19-2/18	GENERAL FUND	COMMUNICATIONS TECHNOL	357.22
			TOTAL:	357.22
BENESYST	FLEX ADMIN SERVICES 10/10	GENERAL FUND	ADMINISTRATIVE SERVICE	159.68
			TOTAL:	159.68
BMI	ANNUAL LICENSE FEE	GENERAL FUND	RECREATION ADMINISTRAT	309.00
			TOTAL:	309.00
BOARD OF EQUALIZATION	USE TAX	GENERAL FUND	CITY MANAGER	14.79
	USE TAX	GENERAL FUND	CITY MANAGER	73.94
	USE TAX	GENERAL FUND	POLICE ADMINISTRATION	5.84
	USE TAX	GENERAL FUND	POLICE ADMINISTRATION	1.84
	USE TAX	GENERAL FUND	PATROL	15.65
	USE TAX	GENERAL FUND	PATROL	49.48
	USE TAX	GENERAL FUND	COMMUNITY OUTREACH	8.31

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	USE TAX	GENERAL FUND	TRAFFIC	4.81
	USE TAX	GENERAL FUND	EMERGENCY PREPAREDNESS	3.50
	USE TAX	GENERAL FUND	BUILDING MAINTENANCE	8.75
	USE TAX	GENERAL FUND	RECREATION ADMINISTRAT	10.09
	USE TAX	GENERAL FUND	COMMUNITY SERVICES	11.04
	USE TAX	GENERAL FUND	DAY CAMP	2.10
	USE TAX	GENERAL FUND	SPORTS	15.75
	USE TAX	GENERAL FUND	SPECIAL CLASSES	51.76
	USE TAX	GENERAL FUND	SPECIAL CLASSES	17.47
	USE TAX	GENERAL FUND	SPECIAL CLASSES	127.40
	USE TAX	GENERAL FUND	SPECIAL EVENTS	101.63
	USE TAX	RESIDENTIAL STREET	CAPITAL PROJECTS	15.75
	USE TAX	LOS ALAMITOS TV	LOS ALAMITOS TV	153.56
	USE TAX	LOS ALAMITOS TV	LOS ALAMITOS TV	100.45
	USE TAX	GARAGE FUND	GARAGE	27.13
	USE TAX	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	33.08
	USE TAX	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	37.71
	USE TAX	JFTB POOL FUND	AQUATICS	164.17
			TOTAL:	1,056.00
BUSINESS PRODUCTS DISTRIBUTORS	OFFICE SUPPLIES	GENERAL FUND	PUBLIC WORKS ADMIN	42.83
	OFFICE SUPPLIES	GENERAL FUND	PUBLIC WORKS ADMIN	14.64
	WALL CALENDAR	GENERAL FUND	PUBLIC WORKS ADMIN	14.64
	TAB DIVIDERS	GENERAL FUND	PUBLIC WORKS ADMIN	23.49
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	84.27
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	91.21
			TOTAL:	271.08
C.A. WEB DESIGN, INC.	WEBSITE SERVICES	GENERAL FUND	RECREATION ADMINISTRAT	55.00
			TOTAL:	55.00
CAMERON WELDING	WELDING SUPPLIES	GARAGE FUND	GARAGE	107.21
			TOTAL:	107.21
CARSON SUPPLY CO., INC.	IRRIGATION PARTS	GENERAL FUND	PARK MAINTENANCE	14.70
			TOTAL:	14.70
CDW GOVERNMENT, INC.	LATV EQUIPMENT	LOS ALAMITOS TV	LOS ALAMITOS TV	786.24
			TOTAL:	786.24
CHARLES ABBOTT ASSOCIATES, INC.	BLDG PERMIT FEES 12/10	GENERAL FUND	BUILDING INSPECTION	8,808.32
			TOTAL:	8,808.32
CITY OF BREA	IT SERVICES 12/10	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	7,656.94
			TOTAL:	7,656.94
CITY OF SEAL BEACH	OCTOBER BOOKINGS	GENERAL FUND	PATROL	755.00
	NOVEMBER BOOKINGS	GENERAL FUND	PATROL	680.00
			TOTAL:	1,435.00
CITY OF TUSTIN	ANNUAL CALPACS DUES	GENERAL FUND	ADMINISTRATIVE SERVICE	275.00
			TOTAL:	275.00
COMMUNITY SCHOOLS MEDIA PARTNERSHIP	COUNCIL FILMING ADJUSTMENT	GENERAL FUND	CITY COUNCIL	87.85-
	MANAGE/PROGRAM LATV3 01/11	LOS ALAMITOS TV	LOS ALAMITOS TV	2,083.00
	MANAGE/PROGRAM LATV3 02/11	LOS ALAMITOS TV	LOS ALAMITOS TV	2,083.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	4,078.15
COMPUTER SERVICE CO.	MAINTAIN INTERSECT 12/10	GENERAL FUND	STREET MAINTENANCE	1,240.00
	SIGNAL REPAIR	GENERAL FUND	STREET MAINTENANCE	100.50
	SIGNAL REPAIR	GENERAL FUND	STREET MAINTENANCE	369.38
	SIGNAL REPAIR	GENERAL FUND	STREET MAINTENANCE	232.32
	SIGNAL REPAIR	GENERAL FUND	STREET MAINTENANCE	419.63
	SIGNAL REPAIR	GENERAL FUND	STREET MAINTENANCE	50.25
	SIGNAL REPAIR	GENERAL FUND	STREET MAINTENANCE	150.75
	SIGNAL REPAIR	GENERAL FUND	STREET MAINTENANCE	342.38
			TOTAL:	2,905.21
COUNTY OF ORANGE AUDITOR-CONTROLLER	PARKING CITATIONS 12/10	GENERAL FUND	NON-DEPARTMENTAL	2,040.00
			TOTAL:	2,040.00
COUNTY OF ORANGE TREASURER-TAX COLLECT	COMM CHARGES 2Q FY 10/11	GENERAL FUND	COMMUNICATIONS TECHNOL	1,345.67
	COMM CHARGES 3Q FY 10/11	GENERAL FUND	COMMUNICATIONS TECHNOL	3,231.00
			TOTAL:	4,576.67
CRAFCO, INC.	POTHOLE REPAIR	GENERAL FUND	STREET MAINTENANCE	698.18
			TOTAL:	698.18
DAPEER, ROSENBLIT & LITVAK, LLP	MUNI CODE ENFORCE 12/10	GENERAL FUND	NEIGHBORHOOD PRESERVAT	63.24
			TOTAL:	63.24
DECKSIDE POOL SERVICE	POOL MAINTENANCE	JFTB POOL FUND	AQUATICS	1,290.00
	POOL MAINTENANCE	JFTB POOL FUND	AQUATICS	1,290.00
			TOTAL:	2,580.00
DIEHL EVANS & COMPANY, LLP	AUDIT FY END 6/30/10	GENERAL FUND	ADMINISTRATIVE SERVICE	5,000.00
			TOTAL:	5,000.00
DOOLEY ENTERPRISES, INC.	AMMUNITION	GENERAL FUND	PATROL	834.66
			TOTAL:	834.66
ELITE SPECIAL EVENT, INC.	FUN ZONE EQUIPMENT	GENERAL FUND	SPECIAL CLASSES	1,000.00
			TOTAL:	1,000.00
ERIN MARIE STUDIOS	GRAPHIC DESIGN SERVICES	GENERAL FUND	SPECIAL EVENTS	88.00
			TOTAL:	88.00
EWLES MATERIALS	ASPHALT RECYCLING	GENERAL FUND	STREET MAINTENANCE	80.00
	ASPHALT RECYCLING	ASSET SEIZURE	CAPITAL PROJECTS	50.00
			TOTAL:	130.00
FEDEX	SHIPPING	GENERAL FUND	CITY COUNCIL	44.94
			TOTAL:	44.94
FLEX TEMP HEATING, INC.	POOL HEATER SERVICES	JFTB POOL FUND	AQUATICS	1,562.81
			TOTAL:	1,562.81
FUN ON THE FARM, INC.	INSTRUCTOR-HORSEBACK RIDE	GENERAL FUND	SPECIAL CLASSES	122.40
	INSTRUCTOR-HORSEBACK RIDE	GENERAL FUND	SPECIAL CLASSES	40.80
			TOTAL:	163.20
GANAHL LUMBER COMPANY	BUCKET LIDS	GENERAL FUND	BUILDING MAINTENANCE	4.33

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	LUMBER & HARDWARE	GENERAL FUND	BUILDING MAINTENANCE	79.84
	PAINT SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	16.10
	PAINT SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	15.81
	PAINT SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	31.70
	SOCCER GOAL CHAINS	GENERAL FUND	SPECIAL CLASSES	34.63
	SOCCER SUPPLIES	GENERAL FUND	SPECIAL CLASSES	68.77
	WEDGE ANCHORS	BUILDING IMPROVEME	CAPITAL PROJECTS	68.11
	TOOLS	GARAGE FUND	GARAGE	34.78
	STEEL WOOL	GARAGE FUND	GARAGE	4.12
	AQUATIC SUPPLIES	JFTB POOL FUND	AQUATICS	65.18
			TOTAL:	423.37
GLENN E. THOMAS CO.	REPLACE CONTROL MODULE	GARAGE FUND	GARAGE	458.58
	REPAIR PUMP MOTOR	GARAGE FUND	GARAGE	43.22
	WINDOW REGULATOR	GARAGE FUND	GARAGE	200.40
			TOTAL:	702.20
GOLDEN STATE WATER COMPANY	BILL CYCLE 12/07 - 1/10	GENERAL FUND	STREET MAINTENANCE	1,021.27
	BILL CYCLE 12/07 - 1/10	GENERAL FUND	PARK MAINTENANCE	226.81
	BILL CYCLE 12/07 - 1/10	GENERAL FUND	BUILDING MAINTENANCE	523.87
			TOTAL:	1,771.95
GREAT PACIFIC EQUIPMENT, INC.	FILTERS	GARAGE FUND	GARAGE	345.54
	OIL	GARAGE FUND	GARAGE	177.48
			TOTAL:	523.02
HARRY'S ROOTER & PLUMBING	LOCKER ROOM TOILET	GENERAL FUND	BUILDING MAINTENANCE	110.00
			TOTAL:	110.00
HEART TO HEART CPR	INSTRUCTOR - CPR	GENERAL FUND	SPECIAL CLASSES	176.40
	INSTRUCTOR - FIRST AID	GENERAL FUND	SPECIAL CLASSES	25.20
			TOTAL:	201.60
HI-WAY SAFETY INC.	STOP SIGNS	GENERAL FUND	STREET MAINTENANCE	40.78
	SAFETY VESTS	GENERAL FUND	STREET MAINTENANCE	184.33
			TOTAL:	225.11
HOGLE-IRELAND INC.	PROFESSIONAL SERVICES	GENERAL FUND	PLANNING	4,175.00
			TOTAL:	4,175.00
INNOVATIVE PROMOTIONS	GIVEAWAYS	GENERAL FUND	SPECIAL CLASSES	1,158.86
			TOTAL:	1,158.86
INTELLIBRIDGE PARTNERS, LLC	ACCOUNTING ASSISTANCE	GENERAL FUND	ADMINISTRATIVE SERVICE	1,705.00
			TOTAL:	1,705.00
JDS TANK TESTING & REPAIR	DESIGNATED OPERATOR 12/10	GARAGE FUND	GARAGE	140.00
			TOTAL:	140.00
JOHNSTONE SUPPLY OF LONG BEACH	REPLACE FAN WHEEL	GENERAL FUND	BUILDING MAINTENANCE	10.67
			TOTAL:	10.67
JUDICIAL DATA SYSTEMS CORPORATION	CITATIONS 12/10	GENERAL FUND	TRAFFIC	432.70
			TOTAL:	432.70
K&S AIR CONDITIONING, INC.	A/C REPAIR	GENERAL FUND	BUILDING MAINTENANCE	1,346.45

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	1,346.45
KONICA MINOLTA BUSINESS SOL	LEASE COPIER - COMPLEX II	GENERAL FUND	ADMINISTRATIVE SERVICE	274.10
	B & W COPIES - COMPLEX II	GENERAL FUND	ADMINISTRATIVE SERVICE	42.24
	COLOR COPIES - COMPLEX II	GENERAL FUND	ADMINISTRATIVE SERVICE	236.95
	LEASE COPIER - CITY HALL	GENERAL FUND	ADMINISTRATIVE SERVICE	398.88
	B & W COPIES - CITY HALL	GENERAL FUND	ADMINISTRATIVE SERVICE	134.09
	COPIER LEASE 12/10	GENERAL FUND	POLICE ADMINISTRATION	332.20
			TOTAL:	1,418.46
KUSTOM IMPRINTS	BASKETBALL T-SHIRTS	GENERAL FUND	SPECIAL CLASSES	49.50
			TOTAL:	49.50
MICHELLE LINDSEY	INSTRUCTOR - PAINTING	GENERAL FUND	SPECIAL CLASSES	117.00
			TOTAL:	117.00
YING LIU	INSTRUCTOR - ART	GENERAL FUND	SPECIAL CLASSES	369.20
	INSTRUCTOR - ART	GENERAL FUND	SPECIAL CLASSES	72.00
	INSTRUCTOR - ART	GENERAL FUND	SPECIAL CLASSES	97.50
			TOTAL:	538.70
LONG BEACH SOCCER REFEREE ASSOCIATION	ASSIGNING SVCS 11/10	GENERAL FUND	SPECIAL CLASSES	145.50
			TOTAL:	145.50
LOS ALTOS TROPHY	BASKETBALL AWARDS	GENERAL FUND	SPECIAL CLASSES	65.25
			TOTAL:	65.25
MAJOR LEAGUE SOFTBALL, INC.	ASSIGNING SVCS 12/10	GENERAL FUND	SPECIAL CLASSES	36.00
			TOTAL:	36.00
SAMANTHA E. MATHIAS	UNIFORM REIMBURSEMENT	GENERAL FUND	PATROL	533.75
			TOTAL:	533.75
MELODIE'S DANCE THEATRE	REFUND FEE	GENERAL FUND	NON-DEPARTMENTAL	900.00
	REFUND FEE	GENERAL FUND	NON-DEPARTMENTAL	100.00
			TOTAL:	1,000.00
MISC. VENDOR	REFUND - GUITAR CLASS	GENERAL FUND	NON-DEPARTMENTAL	32.00
	REFUND - GUITAR CLASS	GENERAL FUND	NON-DEPARTMENTAL	32.00
	REFUND - TODDLER CLASS	GENERAL FUND	NON-DEPARTMENTAL	70.00
	REFUND - SLO-PITCH	GENERAL FUND	NON-DEPARTMENTAL	405.00
	REFUND - ADULT ED CLASS	GENERAL FUND	NON-DEPARTMENTAL	30.00
	REFUND - SLO-PITCH	GENERAL FUND	NON-DEPARTMENTAL	405.00
	REFUND - NOTARY CLASS	GENERAL FUND	NON-DEPARTMENTAL	74.00
			TOTAL:	1,048.00
NEWPORT EXTERMINATING	GENERAL PEST CONTROL	GENERAL FUND	BUILDING MAINTENANCE	175.00
	RODENT CONTROL	GENERAL FUND	BUILDING MAINTENANCE	60.00
	RODENT CONTROL	GENERAL FUND	BUILDING MAINTENANCE	60.00
			TOTAL:	295.00
NEWS ENTERPRISE	COMMISSION OPENING NOTICE	GENERAL FUND	CITY COUNCIL	140.25
	PUBLIC HEARING NOTICES	GENERAL FUND	CITY MANAGER	520.63
	CRIMSON PIPELINE NOTICE	GENERAL FUND	CITY MANAGER	115.81
	PUBLIC HEARING NOTICE	GENERAL FUND	PLANNING	247.56
	PUBLIC HEARING NOTICE	GENERAL FUND	PLANNING	89.25

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	<u>1,113.50</u>
NORM'S AUTOMOTIVE CENTER INC.	SMOG CERTIFICATE	GARAGE FUND	GARAGE	45.00
	SMOG CERTIFICATE	GARAGE FUND	GARAGE	45.00
	SMOG CERTIFICATE	GARAGE FUND	GARAGE	45.00
	SMOG CERTIFICATE	GARAGE FUND	GARAGE	45.00
	SMOG CERTIFICATE	GARAGE FUND	GARAGE	45.00
	SMOG CERTIFICATE & REPAIR	GARAGE FUND	GARAGE	200.23
	SMOG CERTIFICATE	GARAGE FUND	GARAGE	45.00
	SMOG CERTIFICATE & REPAIR	GARAGE FUND	GARAGE	182.13
	FRONT END REPAIR	GARAGE FUND	GARAGE	488.15
			TOTAL:	<u>1,140.51</u>
OCTA	PARATRANSIT - 10/10	GENERAL FUND	COMMUNITY SERVICES	156.04
	PARATRANSIT - 11/10	GENERAL FUND	COMMUNITY SERVICES	109.38
			TOTAL:	<u>265.42</u>
THOMAS OLIVER	PLANNING SERVICES	GENERAL FUND	PLANNING	311.25
	PLANNING SERVICES	GENERAL FUND	PLANNING	337.50
	PLANNING SERVICES	GENERAL FUND	PLANNING	277.50
			TOTAL:	<u>926.25</u>
OMEGA INDUSTRIAL SUPPLY, INC.	GRAFFITI REMOVER	GENERAL FUND	STREET MAINTENANCE	444.87
	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	340.27
			TOTAL:	<u>785.14</u>
P.L. PERRIN & ASSOCIATES	POLYGRAPH EXAM	GENERAL FUND	POLICE ADMINISTRATION	200.00
			TOTAL:	<u>200.00</u>
PARKHOUSE TIRE, INC.	TIRES - P/D	GARAGE FUND	GARAGE	1,352.10
			TOTAL:	<u>1,352.10</u>
PARMA	MEMBERSHIP DUES 2010-2011	GENERAL FUND	ADMINISTRATIVE SERVICE	100.00
			TOTAL:	<u>100.00</u>
PENINSULA SEPTIC SERVICE INC.	PUMP SEPTIC TANK	GENERAL FUND	BUILDING MAINTENANCE	400.00
			TOTAL:	<u>400.00</u>
PHILLIPS STEEL COMPANY	50TH ANNIVERSARY	GENERAL FUND	SPECIAL EVENTS	978.96
			TOTAL:	<u>978.96</u>
PICTURES WITH CLASS	COUNCIL MEMBER HEADSHOTS	GENERAL FUND	CITY COUNCIL	75.00
			TOTAL:	<u>75.00</u>
GARY PITTS	INSTRUCTOR - MARTIAL ARTS	GENERAL FUND	SPECIAL CLASSES	173.60
	INSTRUCTOR - MARTIAL ARTS	GENERAL FUND	SPECIAL CLASSES	54.60
			TOTAL:	<u>228.20</u>
PREMIER PACKAGING INDUSTRIES, LLC	CARDSTOCK	GENERAL FUND	RECREATION ADMINISTRAT	107.13
			TOTAL:	<u>107.13</u>
QUARTERMASTER	REPLACE VEST	GENERAL FUND	NON-DEPARTMENTAL	217.59
	UNIFORMS	GENERAL FUND	PATROL	74.62
	REPLACE VEST	GENERAL FUND	PATROL	770.15
	UNIFORMS	GENERAL FUND	PATROL	187.63
	UNIFORMS	GENERAL FUND	PATROL	46.63

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	1,296.62
R.H.F. INC.	RECERTIFY/REPAIR ULTRALYTE	GENERAL FUND	PATROL	137.72
			TOTAL:	137.72
RED SCORPION MARTIAL ARTS	INSTRUCTOR - MARTIAL ARTS	GENERAL FUND	SPECIAL CLASSES	169.00
	INSTRUCTOR - MARTIAL ARTS	GENERAL FUND	SPECIAL CLASSES	202.80
	INSTRUCTOR - MARTIAL ARTS	GENERAL FUND	SPECIAL CLASSES	36.40
	INSTRUCTOR - MARTIAL ARTS	GENERAL FUND	SPECIAL CLASSES	36.40
			TOTAL:	444.60
REDFLEX TRAFFIC SYSTEMS, INC.	DEC 10 AT&T INTERSECT COMM	GENERAL FUND	TRAFFIC	65.00
			TOTAL:	65.00
REVENUE EXPERTS INC.	CODE ENFORCE CITES 12/10	GENERAL FUND	COMMUNITY DEVEL ADMIN	100.00
			TOTAL:	100.00
RICOH AMERICAS CORP	COPIER LEASE 1/11	GENERAL FUND	RECREATION ADMINISTRAT	565.50
			TOTAL:	565.50
RICOH AMERICAS CORPORATION	COPIER CHARGES	GENERAL FUND	RECREATION ADMINISTRAT	94.39
	COPIER STAPLES	GENERAL FUND	RECREATION ADMINISTRAT	83.17
			TOTAL:	177.56
THE RINKS WESTMINSTER ICE	INSTRUCTOR - ICE SKATING	GENERAL FUND	SPECIAL CLASSES	43.40
	INSTRUCTOR - ICE SKATING	GENERAL FUND	SPECIAL CLASSES	65.10
	INSTRUCTOR - ICE SKATING	GENERAL FUND	SPECIAL CLASSES	43.40
	INSTRUCTOR - ICE SKATING	GENERAL FUND	SPECIAL CLASSES	43.40
			TOTAL:	195.30
ROBERTSON'S	CONCRETE	GENERAL FUND	STREET MAINTENANCE	476.44
	CONCRETE	GENERAL FUND	SPECIAL EVENTS	569.93
			TOTAL:	1,046.37
MARSHA ROE	INSTRUCTOR - LINE DANCE	GENERAL FUND	SPECIAL CLASSES	9.60
	INSTRUCTOR - LINE DANCE	GENERAL FUND	SPECIAL CLASSES	14.40
	INSTRUCTOR - LINE DANCE	GENERAL FUND	SPECIAL CLASSES	9.60
			TOTAL:	33.60
ROSEBURROUGH TOOL, INC.	TOOLS	GENERAL FUND	STREET MAINTENANCE	51.93
			TOTAL:	51.93
ROSSMOOR CARWASH	CAR WASHES - P/D	GARAGE FUND	GARAGE	38.00
	CAR WASHES - REC	GARAGE FUND	GARAGE	10.00
			TOTAL:	48.00
ROSSMOOR/LOS ALAMITOS AREA SEWER DISTR	JAN/FEB/MAR PARKING RENT	GENERAL FUND	POLICE ADMINISTRATION	1,500.00
			TOTAL:	1,500.00
RTC MEMORIAL MARKERS, INC.	50TH ANNIVERSARY BRICKS	GENERAL FUND	SPECIAL EVENTS	1,361.26
			TOTAL:	1,361.26
SAFEGUARD BUSINESS SYSTEMS INC.	TAX FORMS	GENERAL FUND	ADMINISTRATIVE SERVICE	250.62
			TOTAL:	250.62
SUSAN SAXE-CLIFFORD, PH.D.	PRE-EMPLOYMENT EXAM	GENERAL FUND	ADMINISTRATIVE SERVICE	375.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	375.00
SIR SPEEDY	GOLD LETTERHEAD	GENERAL FUND	CITY COUNCIL	421.90
	BLUE LETTERHEAD	GENERAL FUND	CITY COUNCIL	194.62
	PRINTING SERVICES - BUDGET	GENERAL FUND	ADMINISTRATIVE SERVICE	638.69
	NOTICES	GENERAL FUND	PATROL	90.48
	BUSINESS CARDS	GENERAL FUND	PUBLIC WORKS ADMIN	18.49
			TOTAL:	1,364.18
SMITH PAINT & SUPPLY, INC.	PAINT GUN TIPS	GARAGE FUND	GARAGE	46.36
			TOTAL:	46.36
SO CAL SANITATION LLC	RESTROOM SERVICES 12/10	GENERAL FUND	SPORTS	552.10
	RESTROOM SERVICES 01/11	GENERAL FUND	SPORTS	229.28
			TOTAL:	781.38
SOUTH COAST SUPPLY & GARDEN DAZE	BASE	GENERAL FUND	STREET MAINTENANCE	39.94
	SOIL	GENERAL FUND	PARK MAINTENANCE	13.58
	MORTAR	BUILDING IMPROVEME	CAPITAL PROJECTS	20.47
			TOTAL:	73.99
SOUTHERN CALIFORNIA EDISON	SPRINKLERS	GENERAL FUND	PARK MAINTENANCE	15.87
			TOTAL:	15.87
SOUTHERN CALIFORNIA GAS	3191 KATELLA AVE.	GENERAL FUND	BUILDING MAINTENANCE	438.30
			TOTAL:	438.30
SOUTHERN PACIFIC MASTERS ASSOC	MEMBERSHIP FEES	JFTB POOL FUND	AQUATICS	1,100.00
			TOTAL:	1,100.00
STATE BOARD OF EQUALIZATION	STORAGE TANK MAINT FEE	GARAGE FUND	GARAGE	8.01
			TOTAL:	8.01
STATE OF CALIFORNIA DEPARTMENT OF JUST	FINGERPRINT NEW STAFF	GENERAL FUND	ADMINISTRATIVE SERVICE	51.00
	FINGERPRINT NEW STAFF	GENERAL FUND	ADMINISTRATIVE SERVICE	32.00
	FINGERPRINTING SERVICE	GENERAL FUND	POLICE ADMINISTRATION	66.00
			TOTAL:	149.00
KIRK STEPHENS	POSTAGE	LOS ALAMITOS TV	LOS ALAMITOS TV	24.57
			TOTAL:	24.57
SY NURSERY	FLOWERS FOR ENTRANCE SIGNS	GENERAL FUND	PARK MAINTENANCE	93.01
			TOTAL:	93.01
TIME WARNER CABLE	P/D CABLE SERVICE 02/11	GENERAL FUND	COMMUNICATIONS TECHNOL	132.84
			TOTAL:	132.84
UNDERGROUND SERVICE ALERT OF SO. CALIF	SERVICE ALERT FAXES	GENERAL FUND	STREET MAINTENANCE	28.50
			TOTAL:	28.50
JOHN UNDERWOOD	VIDEO & PRODUCTION SERVICE	GENERAL FUND	SPECIAL EVENTS	200.00
			TOTAL:	200.00
UNITED RENTALS NORTHWEST, INC.	STUMP GRINDER RENTAL	GENERAL FUND	STREET MAINTENANCE	163.95
			TOTAL:	163.95

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
UNITED STATES POSTMASTER	PRESORTED MAIL PERMIT	GENERAL FUND	RECREATION ADMINISTRAT	185.00
	BROCHURE POSTAGE	GENERAL FUND	RECREATION ADMINISTRAT	1,395.00
			TOTAL:	1,580.00
USA MOBILITY WIRELESS, INC.	PAGER FEES 1/11	GENERAL FUND	PUBLIC WORKS ADMIN	19.99
			TOTAL:	19.99
VERIZON CALIFORNIA, INC.	POLICE ALARMS	GENERAL FUND	COMMUNICATIONS TECHNOL	120.83
			TOTAL:	120.83
VICTORY LOCK AND KEY	REPAIR GUN LOCKERS	GENERAL FUND	BUILDING MAINTENANCE	314.79
	REPAIR SCREEN LOCK	GENERAL FUND	BUILDING MAINTENANCE	164.49
			TOTAL:	479.28
CHERYL VON DER HELLEN	INSTRUCTOR - H2O AEROBICS	GENERAL FUND	SPECIAL CLASSES	107.10
			TOTAL:	107.10
VOYAGER FLEET SYSTEMS, INC.	FUEL	GARAGE FUND	GARAGE	5,526.44
	FUEL TAX CREDIT	GARAGE FUND	GARAGE	281.40
	CNG FUEL	GARAGE FUND	GARAGE	310.07
			TOTAL:	5,555.11
WEST COAST ARBORISTS, INC.	TREE MAINTENANCE SERVICES	TRAFFIC IMPROVEMEN	CAPITAL PROJECTS	225.00
	TREE MAINTENANCE SERVICES	TRAFFIC IMPROVEMEN	CAPITAL PROJECTS	2,134.53
			TOTAL:	2,359.53
WEST COAST TENNIS SERVICES	INSTRUCTOR - TENNIS	GENERAL FUND	SPECIAL CLASSES	435.50
			TOTAL:	435.50
WHITTIER FERTILIZER COMPANY	SEED COVER	GENERAL FUND	PARK MAINTENANCE	1,109.25
			TOTAL:	1,109.25
XEROX CORPORATION	COPIER CHARGES 7/10-8/10	GENERAL FUND	ADMINISTRATIVE SERVICE	1,918.74
	COPIER CHARGES 9/10-11/10	GENERAL FUND	ADMINISTRATIVE SERVICE	2,878.11
	COPIER LEASE 12/10	GENERAL FUND	ADMINISTRATIVE SERVICE	382.26
			TOTAL:	5,179.11

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
===== FUND TOTALS =====				
10	GENERAL FUND	74,363.95		
20	GAS TAX	660.00		
24	RESIDENTIAL STREET/ALLEYS	15.75		
25	BUILDING IMPROVEMENT	88.58		
27	ASSET SEIZURE	50.00		
28	LOS ALAMITOS TV	5,230.82		
44	TRAFFIC IMPROVEMENT	2,359.53		
50	GARAGE FUND	10,862.78		
53	TECHNOLOGY REPLACEMENT	7,727.73		
77	JFTB POOL FUND	5,472.16		

	GRAND TOTAL:	106,831.30		

TOTAL PAGES: 10

City of Los Alamitos

Agenda Report Consent Calendar

February 7, 2011
Item No: 8C

To: Mayor Kenneth Stephens and Members of the City Council

Via: Jeffrey L. Stewart, City Manager

From: David Hunt, City Engineer

Subject: Approval of Plans and Specifications and Authorization to Bid the Alley Rehabilitation Project for the Alley between Green Avenue and Howard Avenue from Reagan Street to Maple Street

Summary: Time-sensitive Community Development Block Grant funding has been committed to the City to improve alleys in the Apartment Row neighborhood. This report recommends actions that facilitate rehabilitation of the alley between Green Avenue and Howard Avenue, from Reagan Street to Maple Street.

Recommendations:

1. Approve the plans and specifications for the Alley Rehabilitation Project for the alley between Green Avenue and Howard Avenue from Reagan Street to Maple Street; and,
2. Authorize staff to advertise and solicit bid proposals.

Background

The City applied for and received \$200,000 in Community Development Block Grant funding from the Orange County Housing & Community Services Department for alleyway improvements in the Apartment Row area of the City. An additional \$20,000 from Gas Tax and \$30,000 from Resident Streets and Alley funds was reallocated to the project, bringing the total amount to \$250,000. Based on needs identified in the Pavement Management Report and a field inspection, the alley between Howard Avenue and Green Avenue, from Reagan Street and Maple Street has been selected for reconstruction. The scope of work includes the removal of deteriorated portions of the alley, the remediation of any unsuitable subgrade material and the placement of new concrete.



Discussion

The estimated timeline for the project is as follows:

MILESTONE	DATE
ADVERTISE FOR BIDS	2/15/11
BID OPENING	3/10/11
AWARD OF CONTRACT & INITIAL NOTICE TO NEIGHBORHOOD	3/21/11
NOTICE TO PROCEED & SCHEDULE TO NEIGHBORHOOD	3/22/11
CONSTRUCTION COMMENCES WITH WEEKLY UPDATES TO NEIGHBORHOOD	3/28/11
CONSTRUCTION COMPLETE	5/6/11

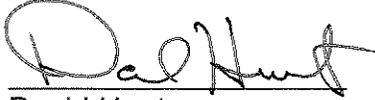
To properly inform the public, staff has invited owners and tenants to an Open House on February 9, 2011, at 7 p.m. Acceptance of bids will be considered by City Council at a future meeting.

Fiscal Impact

The total budget of \$250,000 for the project is as follows:

- \$200,000 in Community Development Block Grant for construction; and,
- \$20,000 from Gas Tax; and,
- \$30,000 from Resident Streets and Alley funds.

Submitted By:

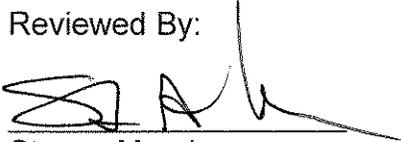


David Hunt
City Engineer

Approved By:


Jeffrey L. Stewart
City Manager

Reviewed By:



Steven Mendoza
Director of Community Development

Attachment: 1) Plans and Specifications (available for review in City Clerk's Office)

City of Los Alamitos

Agenda Report Consent Calendar

February 7, 2011
Item No: 8D

To: Mayor Kenneth Stephens & Members of the City Council
Via: Jeffrey L. Stewart, City Manager
From: Steven A. Mendoza, Director of Community Development
Subject: Professional Services Agreement for City Engineer Services

Summary: Consideration to continue services with Willdan Engineering to provide City Engineer services. The current agreement with Willdan expired on January 31, 2011, but can be extended by mutual agreement.

Recommendation: Authorize the Mayor to execute the Professional Services Agreement with Willdan Engineering.

Background

Council approved a Professional Services Agreement (PSA) with Willdan Engineering on January 19, 2010. That PSA expired on January 31, 2011, but allows for extension if approved in writing. The agreement amount is outside the authority of the City Manager and therefore is before Council for consideration. Additionally, the City Attorney revised the agreement to clarify the following terms:

- Maximum of \$120,000 per fiscal year for City Engineering (excluding CIP Design)
- \$95.00 per hour up to 30 hours per week
- Carry minimum amount of \$1,000,000 in insurance coverage
- Attend City Council meeting at no costs
- Clear understanding that Willdan Engineering will offer Engineering Services for select capital improvement projects not to exceed the budgeted design cost of each CIP project subject to City Manager acceptance of submitted scope of work from Willdan

Willdan Engineering has agreed to continue service to Los Alamitos at the reduced rate of \$95.00 per hour, far below their usual rate of \$200 per hour. Staff has been very satisfied with the service provided by Willdan Engineering and believes Mr. Dave Hunt has been a great compliment to the City's Capital Improvement Projects and other Engineering duties.

Fiscal Impact

The City's adopted budget reflects an amount of \$50,000.00 for the City Engineer. The remainder of the funding for this position is billed to the various Capital Improvement Projects completed by Mr. Dave Hunt.

Submitted By:



Steven A. Mendoza
Director of Community Development

Approved By:



Jeffrey L. Stewart
City Manager

Attachments: 1) *Proposal and Billing Rates*
 2) *Professional Services Agreement*



January 18, 2010

Mr. Jeffrey Stewart
 City Manager
 City of Los Alamitos
 3191 Katella Avenue
 Los Alamitos, CA 90720

Subject: Proposal to Provide City Engineer Services

Dear Mr. Stewart:

As requested, Willdan Engineering (Willdan) is pleased to submit this proposal to provide the City of Los Alamitos with City Engineer services. Willdan is a private engineering firm specializing in professional services to public agencies and currently serves as City Engineer for 23 cities in the Southern California area.

Willdan is pleased to continue to offer Mr. David L. Hunt, P.E., with over 30 years of municipal engineering experience, to serve as City Engineer for the City of Los Alamitos. Willdan proposes to provide Mr. Hunt to the City of Los Alamitos at an hourly billing rate of \$95.00.

Two originals of this proposal are being submitted. Please indicate the City's approval and authorization to proceed by signing both originals and returning one to our office. Thank you for giving us the opportunity to submit this proposal. If you have any questions, please contact me at (714) 978-8200 or e-mail dhunt@willdan.com.

Respectfully submitted,

WILLDAN ENGINEERING

A handwritten signature in black ink that reads 'David L. Hunt'.

David L. Hunt
 Senior Vice President

Approval and Authorization to Proceed By:

CITY OF LOS ALAMITOS

 Signature

 Date

David Hunt, PE

Senior Vice President

Education

MS, Civil Engineering,
California State University,
Fullerton

BS, Civil Engineering,
California State University,
Fullerton

Registration

Civil Engineer, California
No. 30514

Affiliations

American Public Works
Association
American Society of Civil
Engineers

33 Years Experience

Mr. Hunt, Senior Vice President is ultimately responsible for the quality and timely delivery of a variety of projects involving the resources of Willdan's full-service capabilities. He is currently the City Engineer in Los Alamitos and has been the interim Public Work Director for the City of La Habra, the interim City Engineer for the City of La Habra, the Deputy Public Work/Assistant City for the City of Pomona and Special Projects coordinator for the City of Pomona. And has served as Principal in charge for plan checking in the Cities of Lake Forest, Brea, Yorba Linda, Dana Point and Fontana and for the Counties of San Bernardino and Orange. In his 33 years of experience as an engineer in the Southern California area, Mr. Hunt has developed an expertise in public infrastructure design, award, and construction.

Relevant Project Experience

City of La Habra, Interim Public Works Director. Supervised 45 staff member in the Public Works yard which includes the Street, Landscaping, Fleet, Refuse, Sewer, and Water Departments. In addition, Mr. Hunt works with the City Manager and Administrations staff on budgets, staff report, city council presentations, and citizen complaints.

City of La Habra, Interim City Engineer. As Interim City Engineer, he has assisted the Director of Public Works in coordinating, reviewing, and supervising engineering activities, including design and construction of capital projects and other improvement projects, subdivision improvement plan checking, contract administration, construction inspection, compliance with Federal, State and local laws and ordinances, and establishing departmental policies.

City of Pomona, Deputy Public Works Director/Assistant City Engineer. As Public Works Director/Assistant City Engineer, he has assisted the Director of Public Works/City Engineer in coordinating, reviewing, and supervising engineering activities, including design and construction of capital projects and other improvement projects, subdivision improvement plan checking, contract administration, construction inspection, compliance with federal, state and local laws and ordinances, and establishing departmental policies.

City of Lake Forest, City Engineering Services and Plan Checking. Principal in Charge. Responsible for checking improvement plans for the City, including street and storm drain plans, including the associated hydrology and hydraulic calculation reports, and reviewing storm water pollution prevention plan and water quality management program for conformance with the National Pollutant Discharge Elimination System (NPDES) permit for Orange County's Drainage Area Management Plan (DAMP). Reviewed site plans for the Community Development Department and prepared engineer's reports recommending Department of Public Works Conditions of Approval for several site development and use permit applications. Assisted in preparation of the City's Capital Improvement Program, budgeting, advertisement and award of contract and contract administration.

Assisted in the preparation of council agenda items, capitol improvement plans, capital improvement project contract administration, preconstruction meetings, budgeting and

David L. Hunt, PE

Continued

estimating, preparation of requests for proposals, issuance of encroachment and film permits, and public counter assistant.

Assisted in the review and preparation of the Orange County quit claim deed transferring real property and easements from the County to the City. Assisted in the transfer of documents, plans, and other materials filed at the County of Orange involving two annexations of an unincorporated county area.

City of Yorba Linda, Plan Check. Principal in Charge. Responsible for checking improvement plans for the City, including street and storm drain plans, including the associated hydrology and hydraulic calculation reports, and reviewing water quality management plans for conformance with the National Pollutant Discharge Elimination System (NPDES) permit for Orange County's Drainage Area Management Plan (DAMP).

County of Orange, RDMD County of Orange Plan Check Services. Principal in Charge. Perform plan checking services for the subdivision and infrastructure service review, hydrology/hydraulic calculations, public improvement plans, storm drain plans and water quality management plans.

City of Brea, Plan Check. Principal in Charge. Perform plan check services for the Department of Development Services, review hydrology/hydraulic calculations, public improvement plans, storm drain plans, review grading plans, single lot developments, retaining wall plans and calculations. Reviewed preliminary H/H report for a proposed hillside development, Canyon Crest, on a 369-acre site along Carbon Canyon Road in the northern City limits.

WILLDAN ENGINEERING
Schedule of Hourly Rates
 Effective July 1, 2010 to June 30, 2011

ENGINEERING	LANDSCAPE ARCHITECTURE
Principal Engineer \$200.00	Principal Project Manager 180.00
Director 180.00	Principal Landscape Architect 150.00
Deputy Director 180.00	Senior Landscape Architect 125.00
Principal Project Manager 180.00	Associate Landscape Architect 115.00
City Engineer 180.00	Assistant Landscape Architect 100.00
Project Manager 180.00	
Program Manager 180.00	BUILDING AND SAFETY
Supervising Engineer 160.00	Director 180.00
Senior Engineer 145.00	Deputy Director 180.00
Senior Design Manager 145.00	Principal Project Manager 180.00
Design Manager 135.00	Supervising Plan Check Engineer 150.00
Associate Engineer 135.00	Building Official 150.00
Senior Designer 130.00	Plan Check Engineer 140.00
Senior Design Engineer II 130.00	Deputy Building Official 140.00
Senior Design Engineer I 125.00	Inspector of Record 140.00
Designer II 120.00	Senior Plans Examiner 125.00
Designer I 115.00	Supervising Building Inspector 125.00
Design Engineer II 120.00	Plans Examiner 115.00
Design Engineer I 115.00	Senior Building Inspector 115.00
Senior Drafter 110.00	Supervisor Code Enforcement 115.00
Drafter II 100.00	Building Inspector **105.00/110.00
Drafter I 95.00	Supervising Construction Permit Specialist 105.00
Technical Aide 85.00	Senior Construction Permit Specialist 100.00
	Senior Code Enforcement Officer 95.00
CONSTRUCTION MANAGEMENT	Assistant Building Inspector **95.00/110.00
Director 180.00	Code Enforcement Officer 80.00
Deputy Director 180.00	Construction Permit Specialist 80.00
Project Manager 180.00	Assistant Construction Permit Specialist 85.00
Senior Construction Manager 155.00	Plans Examiner Aide 75.00
Construction Manager 145.00	Assistant Code Enforcement Officer 70.00
Assistant Construction Manager 120.00	
Utility Coordinator 125.00	PLANNING
Labor Compliance Manager 120.00	Director 180.00
Labor Compliance Specialist 95.00	Deputy Director 180.00
	Principal Planner 150.00
INSPECTION SERVICES	Principal Community Development Planner 150.00
Supervising Public Works Observer 120.00	Senior Planner 130.00
Senior Public Works Observer 110.00	Senior Community Development Planner 130.00
Public Works Observer **100.00/110.00	Associate Planner 115.00
Assistant Public Works Observer **100.00/110.00	Associate Community Development Planner 115.00
	Assistant Community Development Planner 105.00
SURVEYING	Assistant Planner 105.00
Principal Project Manager 180.00	Planning Technician 85.00
Supervisor - Survey & Mapping 155.00	Community Development Technician 85.00
Senior Survey Analyst 130.00	
Certified Party Chief 130.00	ADMINISTRATIVE
Senior Calculator 120.00	Computer Data Entry 65.00
Calculator II 110.00	Clerical 65.00
Calculator I 100.00	Word Processing 65.00
Survey Analyst II 115.00	Personal Computer Time 30.00
Survey Analyst I 100.00	
Survey Party Chief 115.00	Mileage reimbursement will be charged at the current Federal guideline rate at the time of billing. Vehicles will be charged at a monthly rate of \$500.00.
Field Party (One) 180.00	** Prevailing Wage Project, Use \$110.00
Field Party (Two) 235.00	
Field Party (Three) 295.00	

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.25 times, and Sundays and holidays, 1.70 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A subconsultant management fee of fifteen percent (15%) will be added to the direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2010 thru June 30, 2011, thereafter, the rates may be raised once per year to the value of change of the Consumer Price Index for the Los Angeles/Orange County/Sacram area, but not more than five percent per year.

PROFESSIONAL SERVICES AGREEMENT
(City of Los Alamitos / Willdan Engineering)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Lo Alamitos, a California municipal corporation (“City”) and Willdan Engineering, a California Corporations (“Consultant”).

2. RECITALS

- 2.1 City wish to extent the Agreement for general engineering services, entered into with Consultant on January 20, 2010.
- 2.2 City does not intent the Consultant to be an officer or employee of the City as a result of the general engineering services provided pursuant to the Agreement. *Kennedy v. City of Gustine*, 199 Cal. 251 (1926); *Staheli v. City of Redondo Beach*, 131 Cal. App. 71 (1933).
- 2.3 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s January 18, 2010 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Commencement Date”: February 7, 2011
- 3.3 “Expiration Date”: June 30, 2012.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 (“Termination”) below.

5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services and in this Section 5 of the Agreement. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of one hundred and twenty thousand dollars (\$ 120,000) unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall obtain a City business license prior to commencing performance under this Agreement.
- 5.3 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations.
- 5.4 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.5 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. David L. Hunt shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.6 Consultant shall attend City Council meetings at no additional costs. Consultant shall further offer engineering services for select capital improvement projects, not to exceed the design budget of each such project and subject to the City Manager approval of a scope of work submitted by Consultant.

6. COMPENSATION

- 6.1 City agrees to provide compensation to the Consultant for the services provided under this Agreement, in the amount of \$95.00 per hour up to 30 hours per week, and Consultant agrees to accept such payments as full satisfaction for such services.

- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this

Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage as is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other costs and fees of litigation.
- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or

any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
 - 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
 - 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
 - 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out

the necessary insurance and pay the premium thereon at Consultant's expense.

- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 12.2 If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720
Telephone: (562) 431-3538
Facsimile: (562) 493-1255

With courtesy copy to:

Los Alamitos City Attorney
Colantuono & Levin, P.C.
300 S. Grand Ave., Suite
2700
Los Angeles, CA 90071
Telephone: (213) 542-5700
Facsimile: (213) 542-5710
Sandra J. Levin, Esq.

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

- 17.1. City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2. If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

- 18.1. Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 18.3. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4. The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or

condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

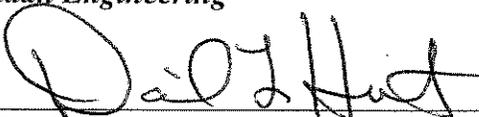
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Los Alamitos

“Consultant”
Willdan Engineering

By _____
Kenneth Stephens, Mayor

By: 
David L. Hunt, Sr. Vice President

Date: _____

Date: 2-2-11

By: 
Roy Gill, Secretary/Treasurer

Attest:

By _____

Adria Jimenez, City Clerk

Date: _____

Approved as to form:

By _____
Sandra J. Levin, City Attorney

Date: _____

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
APPROVED FEE SCHEDULE

City of Los Alamitos

Agenda Report Public Hearing

February 7, 2011
Item No: 9A

To: Mayor Kenneth Stephens and Council Members

From: Jeffrey L. Stewart, City Manager
Steven A. Mendoza, Director of Community Development

Subject: Second Meeting to Consider the Los Alamitos Medical Center Application for Specific Plan.

Summary: The City Council conducted a public hearing on January 18, 2011, and received testimony regarding a request by the Los Alamitos Medical Center to approve a twenty-five year Specific Plan to guide the future development of the hospital site located at and around 3751 Katella Avenue. In response to the Public Hearing comments made on January 18 and discussions with Tenet Healthcare Corporation on January 25, staff is recommending amendments to the conditions of approval, as explained in the body of the staff report. Through the process we have solidified what is now a 10 year plan with a 25 year horizon. By way of history, the Planning Commission considered the issue on October 11, 2010 and November 8, 2010 and recommended approval of the Specific Plan conditions. Upon conclusion of the public hearing, the City Council developed a list of questions that have been addressed and attached to this report. In addition, the City Council requested additional information from Tenet Health regarding the corporation's commitment to the local project and its reaction to local concerns. Toward that end, City officials met with officers of the corporation and the Executive Director wherein Tenet Healthcare restated their financial commitment to the local Medical Center.

Background and Discussion

The Los Alamitos City Council held a public hearing to consider the Los Alamitos Medical Center's expansion plans on January 18, 2011. During the hearing staff and EIR Consultant provided a power point presentation. Additionally, the City Council took testimony from thirty one (31) speakers and deliberated. During the deliberations, questions were formulated for various parties to address. The questions and answers are attached. The Public Comment Period of the Hearing was closed and the item was continued to February 7, 2011.

This report addresses the questions and concerns of the City Council presented during the January 18, 2011 City Council Meeting. As suggested during the hearing, there was an outreach to Tenet Healthcare Corporation officials regarding substantive issues related to their corporation, their commitment to the project, and phasing of the project. The meeting with Tenet Healthcare officials resulted in a greater understanding of the

Corporation's commitment to the Los Alamitos Medical Center and the planned growth of the Los Alamitos campus.

Through the discussions with Tenet Healthcare Corporation, the corporation clearly explained its needs and has condensed the ultimate build out of the Specific Plan to meet the concerns of the community and the City Council. The paragraphs below address the major outstanding issues that arose during the meeting and public hearing of January 18, 2011. The staff report includes a table showing the questions and answers that were the subject of Council deliberation.

Length of Plan/Timing/Phasing

PHASING: Phasing was established based on Operational, Economic and Regulatory Review and Approval considerations:

Operational Considerations:

- 1) All aspects of the campus must be maintained fully operational during each phase of construction. If the Specific Plan is approved and implemented, employees will be shuttled to an offsite location for parking during Phase I with patients and physicians stacked and/or valet on remaining campus lots that are not under construction. Any attempt to condense Phases I and II, as suggested by members of the community and City Council, would result in the total loss of site circulation and on-campus parking, thus requiring 100% off-campus parking for hospital and medical office building employees, physicians, patients and visitors. Accordingly, that alternative is not feasible because it would unduly disrupt access to care and business operations. The new Medical Office Building needs to be completed before the doctors in the existing and "to be demolished" building may be relocated.
- 2) Although the time line for Phase I and II appears somewhat linear, there is a one year planning overlap. The schedule was established with the knowledge that the facility will be undergoing a significant resource intensive IT project the later part of 2011 and the 2012 year in preparation for HITECH/ARRA (integrated electronic medical record and computerized physician order entry) compliance.
- 3) The urgency of increasing patient care capacity during the execution of the plan as currently time lined has been addressed as follows:
 - a. To address peak volumes, LAMC is under interior remodel to increase ER capacity. This project is scheduled for completion the summer of 2011 – prior to commencement of Phase I.
 - b. The addition of on-campus medical practices in the proposed MOB increases access to medical care in the most cost effective and efficient environment. ER usage and hospital admissions increase when there is limited access to primary and specialty care medical homes aka physician offices. The attached graph developed by the County of Orange Health Care Agency Medical Services and entitled "Utilization by Place of Service per 1000 Members" documents the inverse relationship between physician office visits and hospitals utilization. The greater the access to physicians the higher the

probability that ER visits and/or hospitalization will be averted, especially when the physicians are located on-campus.

- c. Hospital leadership has identified, and OSHPD has approved, further interior hospital reconfiguration that will increase access to medical/surgical/telemetry beds should the ER expanded capabilities fail to meet the facility's needs. That plan would take approximately 1 to 1 ½ years to complete, is expensive, and does not negate the need for Phase II.

Regulatory Considerations:

- 1) The MOB and Parking Structure are the only proposed elements that do not require OSHPD approval. As such, they may be accomplished in a more expeditious manner through the city's standard building permit review process.
- 2) The Parking Structure is needed at the same time as MOB completion to meet code required parking, and is also needed to be in place prior to the start of Phase II to support parking needs during construction of the patient care building.
- 3) Should Phase I be put on hold for Phase II the Medical Center would lose several years toward accomplishing the Specific Plan. Recent specific examples of recent California OSHPD projects demonstrates a "total time to first OSHPD approval" in months as:
 - Mission Hospital Regional Medical Center New Acute Care Tower = 30 months
 - LACMLK Medical Center Retrofit = 27 months
 - Grossmont Hospital Addition = 48 months
 - Hanford Community Medical Center Replacement Hospital = 46 months
 - Enloe Medical Center New Patient Tower – 24 months
 - Sutter General Sacramento Hospital Tower = 25 months
 - Kaiser Foundation Hospital Addition = 24.5 months
 - Hoag Memorial Hospital Presbyterian Ancillary Remodel = 18.66 months

As reported by OSHPD, time to first approval for projects over \$20 million in construction cost for the 2006/2007 FY is 25 months and for 2007/2008 FY the average is 17.2 months. Both of these time frames predate the advent of furloughs and personnel reductions due to the growing State budget deficits.

- 4) OSHPD level drawings need to be coordinated with the every three year legislative required update of the California Building Code. In addition, both Phase II and III are subject to compliance with current and further changes in SB1953 Seismic Standard.
- 5) Applicant is receptive to modifying the Master Plan time line to reflect the build out of Phase I and II, with Phase III identified in the Specific Plan as a potential site for future expansion subject to additional conditions and provisions for activation of the phase. Staff has developed a condition to

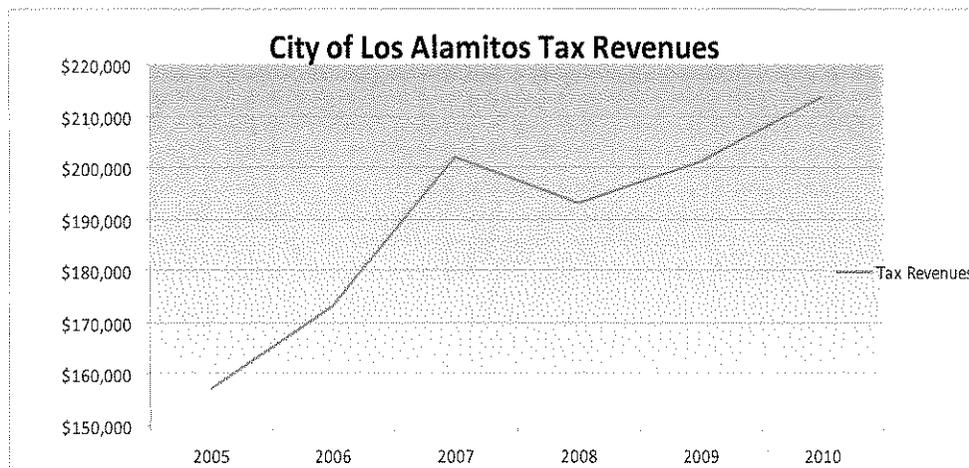
enforce this new timing stated in the following section and again in the Conditions.

Economic Considerations:

- 1) Large capital expenditures require planning and cash flow needs to be scheduled over time. Capital for Phase I is budgeted at \$40 million.
- 2) The Phase II Schedule allows Tenet to complete the \$620 million investment in IT infrastructure for HITECH/ARRA compliance by 2014. LAMC is scheduled for \$10.2 million in IT infrastructure upgrades in the 2012 year. The operational complexities of this installation and redesign of work flows are significant and resource consumptive.

Economics of Plan/Revenue

Much has been discussed about the economic impacts of the Los Alamitos Medical Center. One quantifiable conclusion is that over the past 5 years, the City's revenues from the Medical Center have gradually increased. When the Medical Center prospers, City revenues in the form of Sales Tax, Utility Tax and Property Tax increases.



This past year, annual City revenues received from the Medical Center have exceeded \$210,000.00. It is projected that property tax revenues and utility taxes will increase that figure by \$37,000.00 per year upon build out of Phase I and increase again by \$85,000.00 upon build out of Phase II.

Cell Towers/Antenna - Staff has negotiated a revenue arrangement regarding any telecommunication facilities on the Hospital's future buildings. The Los Alamitos Medical Center has agreed that the City may hold the right to sublease portions of the Hospital's future buildings for purpose of exclusively generating revenue to the City of Los Alamitos related to Telecommunication Antenna, commonly known as "cellular towers and/or antennas. This will include lease areas required to service various antennas. A condition has been developed to addresses this issue.

Traffic Mitigation – The Los Alamitos Medical Center is required to fully fund the mitigations required during the implementation of the Specific Plan. This means that signals, crosswalks, curbs, gutters, center medians, left hand turn lanes are all paid for by the Medical Center. In addition to those costs, the City requires payment of \$702,777.00 in Traffic Impact Fees paid at the time of building permit issuance. City Resolution No. 1469 (adopted on June 14, 1993), established the City's current traffic impact fees. The Traffic Impact mitigation fee shall be paid upon issuance of the first building permit or grading permit and shall be imposed as a condition of approval. The Traffic Impact Fees are deposited into the City's Traffic Improvement Fund that is used by the City to improve traffic circulation within the City. A traffic impact fee can fulfill a portion of the financing picture by developing a funding source that links future development to the need for added roadway capacity. The intent of a traffic impact fee is to maintain adequate service levels and provide a process to allocate costs of development related roadway improvements. As improvements are made, they must create a balanced transportation system as land use changes addressing roadway improvements, sidewalks, bike lanes and bus facilities.

City of Cypress Hydrology Concerns

The City of Cypress has requested the condition below. The condition lays out a requirement to fund peer review of hydrology studies at each phase. All parties agree that this is beneficial to the project.

Within the second part of the condition, the City of Cypress request that the costs of improvements to the Katella storm drain be borne by the two cities and the Medical Center. Our City Engineer agrees that regardless of the Medical Center's expansion, it may be necessary to increase the storm drain capacity under Katella Avenue in coming years. However, that need would not be solely attributable to the Los Alamitos Medical Center. Accordingly, staff believes that it is important not to assign a disproportionate liability with regard to storm drain runoff to the Los Alamitos Medical Center.

We are recommending, however, that the two agencies work proactively to find an appropriate regional solution, including public and private sector entities, to potential future storm drain run off issues on Katella Avenue. Staff recommends that the condition be approved as edited below.

Prior to the issuance of any building permit (demolition, construction, or utility related – but excluding grading), the applicant shall solely fund an independent peer review of any and all hydrology studies as required by the Mitigation Measures for each development phase to confirm conditions outlined in previously completed hydrology studies and as required by the RWQCB at the time of that development phase. The purpose of the peer review is to provide long-term assurance that the applicant shall detain and retain on site any storm water and runoff historically generated from the site (i.e., maintain status quo discharge levels with what was in place prior to project commencement) to the storm drain within Katella Avenue

so as to eliminate the threat of an upstream overflow and flooding condition further east along Katella Avenue. The cities of Los Alamitos and Cypress shall jointly select the consultant for such studies. Such consultant shall be a licensed engineer within the State of California. ~~Should such an event nonetheless occur, applicant and both cities shall jointly share the expense of subsequent hydrology studies as well as the design and installation of such improvements identified in those studies to correct the deficiencies within the storm drain system.~~

Vacation of Kaylor Easement

The City's Engineering Firm's (Willdan) Registered Land Surveyor investigated the underlying fee ownership of Kaylor Street and it belongs to Los Alamitos Medical Center (690 feet) and Tenet Health System Hospitals, Inc (140 feet). When Tract Map 5354 was approved for the site in 1964, the then property owner (Katella Industrial Development Corporation) provided the City with a dedication for road and utility purposes. They did not grant fee title of the street to the City. Currently the City is responsible for Kaylor Street maintenance. Vacation of Kaylor Street would relieve the City from providing future maintenance.

Emergency Vehicle Traffic/Circulation

Care Ambulance, as 9-1-1 ambulance transportation provider for the City of Los Alamitos, has provided their 2010 statistics. In 2010, Care Ambulance Service delivered 4,534 emergency 9-1-1 patients to Los Alamitos Medical Center Emergency Room. This is an average of 12.42 patients per day (when including Los Angeles County and Long Beach runs this number increases to 14 trips per day as noted in the EIR traffic study) Of those, only 724 patients were delivered Code 3 (red lights and siren) to the hospital. This is an average of less than 2 patients per day delivered to the hospital with red lights and sirens. Most Patients, greater than 84%, are stabilized at the scene of their emergency and then transported to the hospital, while obeying all traffic laws and regulations. Only the remaining 16% of patients are unstable emergency patient that require an expedited transport, utilizing emergency lights and sirens. While ambulances are driving Code 3 to a hospital they are not relieved from any legal responsibility to follow safe driving practices. It is the written policy of Care Ambulance Service to prohibit drivers from exceeding the posted speed limit by more than 10 mph and a Care Ambulance driver may never drive faster than what is safe for conditions present. At no time, may a driver exceed posted speed limits in any designated school zone, construction zone or other restricted zones. Driving practices are strictly enforced by our Field Operations Managers and all Care drivers are monitored through a comprehensive vehicle computer system. With regard to siren activation, it is established California regulation and Care Ambulance Policy that the siren must be activated as "reasonably necessary". It is standardized practice that reasonably necessary does not include when turning onto a residential street or into a hospital zone, unless the specific situation dictates. While there has long been emergency vehicle activity around the hospital there will be a change in the way emergency vehicles access the

facility with the completion of Project Phase II. Bloomfield is an existing point of access for emergency vehicles and will continue to be; however, the increase in trips at Phase II is negligible as the primary access points will continue to be off of Katella and Los Alamitos Boulevard. Given the proximity of area schools the hospital met with the school in a workshop setting to notify them of this change and have the City's traffic consultant review the traffic study and its findings. The school has issued a letter indicating that they felt that the project had been appropriately mitigated. The infrequency of EMS trips and the lack of collision history between EMS and passenger cars near the hospital indicate the proposed re-routing of EMS vehicles would not create a hazard in the project area. The project applicant has been granted approval from Care Ambulance Service of the new configuration for EMS deliveries to the Hospital and should continue to guarantee the project site plan satisfies agency requirements for deliveries. Furthermore, compliance with Mitigation Measure TRF-6 would further improve safety and eliminate driver confusion and maximize site efficiency by the continued coordination with the applicable ambulance service and agency staff on the site access for EMS deliveries and by providing a wayfinding system for the public to locate the Emergency Room.

Tenet Financial Commitment to LAMC

Tenet Health Systems Hospitals Inc. commitment was expressed to the City Manager on January 25, 2011. The Tenet Representatives included the Senior VP Tenet California and the Tenet VP Construction and Design who expressed their financial commitment to the local facility. Any successor in interest will be faced with the same conditions at LAMC faced by Tenet today. Any successor in interest will need to bring the facility into compliance with SB1953 (seismic regulation). Any successor in interest will also be subject to the project's conditions of approval and EIR mitigation measures as well as the provisions of the Specific Plan. The budget estimates for Phase I at \$40 million and Phase II at \$160 million. There is a long-term commitment to meeting the requirements of SB 1953. However, that is a part of Phase III and not addressed in the company's short to medium term planning. Accordingly, staff is recommending the following condition be added to the project;

Should applicant fail to submit an application for Site Plan Review of Phase III by the tenth (10) anniversary of effective date of Ordinance, the approvals for all structures for which no Site Plan Review has been submitted shall be null and void

Acquisition Status

Tenet officials have stated assuredly that Tenet Health is not for sale. Tenet received and rejected an unsolicited offer from CHS in November of 2010. It continues to be Tenet's position that it is in the best interest of the shareholders to remain an independent company.

Title Transfer Provisions

Staff has concluded that with the new shorter plan and financial assurances from Tenet Health Care that title transfer provisions are unnecessary.

Reserving the Medical Office Building as Retail

The ability to restrict the ground floor of the Medical Office Building to retail remains unresolved. This is the final remaining piece that staff and Tenet were not able to resolve. The applicant is willing to, and the Specific Plan allows for, retailers on the ground floor of the Medical Office Building. However, Tenet is unwilling to accept a condition requiring that the 1st floor of the proposed new MOB, representing approximately 25,000 square feet, be restricted to retail use only. This is a significant point of interest for some, but it should be noted that the City has not had a history of mandating retail square footage within office buildings.

The Los Alamitos Medical Center has agreed to guarantee \$40,000.00 per year for five years in lieu of guaranteed retail space within the Medical Office Building. The City shall invoice the Los Alamitos Medical Center annually the difference from what the State Board of Equalization reports for the Specific Plan Area and the \$40,000.00 guarantee. To clarify, in the event that the City receives less than \$40,000.00 from the State Board of Equalization attributable to the site, the City of Los Alamitos shall invoice Los Alamitos Medical Center the difference on an annual basis. Year one begins the first full quarter after the Certificate of Occupancy is issued for the MOB. It is unclear at this time how this should be solidified - either through a condition or through a separate agreement.

Additionally, future revenues from Cellular providers will be received by the City.

Preferred Vendors List

The Los Alamitos Medical Center has agreed to proactively seek bids and services from vendors within the City of Los Alamitos. A condition has been developed to enforce this.

The Los Alamitos Medical shall develop and maintain a list of preferred vendors of which to seek bids and services for construction related improvements. The City of Los Alamitos will assist the Medical Center in managing this list by supplying an annual list of business licenses.

Staff, Consultants and the applicant have worked together to address the issues of the City Council. The full extent of those responses are in the attached document.

Future Actions

If approved tonight, the City Council will have a second reading of the corresponding ordinances and a hearing on the Kaylor Street vacation during the next regularly scheduled City Council meeting.

Staff has not modified the specific recommendations made to the City Council during the January 18, 2011 City Council meeting. However, staff believes that substantial progress has been made in addressing concerns stated by members of the public and the City Council during that meeting, as discussed above. Should the Council concur and choose to incorporate those recommendations within the six specific actions stated below, it would be appropriate to including the following language:

Staff recommends that Conditions to Resolutions 2011-02 and 2011-03 and Ordinances 11-01 and 11-02 be amended and incorporated. Should the City Council concur with the changes, it would be appropriate to include the following language as the final version of those outstanding conditions;

- A. Applicant shall include a digitized 3D model of each proposed structure as part of the Planning Commissions submittal for site plan review.
- B. Los Alamitos Medical Center shall bring the accounting balance for all work completed for the Medical Center EIR, including legal, engineering, and traffic to a \$0 balance prior to Second Reading.
- C. Certificate of Occupancy/Completion shall be issued by the Chief Building Official on the Parking Structure. Such certification shall be issued prior to issuance of Permanent Certificate of Occupancy (C of O) or any business licenses on the proposed Medical Office Building.
- D. Should applicant fail to submit an application for Site Plan Review of Phase III by the tenth (10) anniversary of effective date of Ordinance, the approvals for all structures for which no Site Plan Review has been submitted shall be null and void.
- E. The Los Alamitos Medical Center shall permit the City of Los Alamitos to sublease roof top portions of the Hospital's Patient Care, Medical Office Building and Parking Structure for purpose of exclusively generating revenue to the City of Los Alamitos related to Telecommunication Antennas. This will include lease areas required to service various antenna. Any such use must maintain the integrity of an OSHPD building. Use shall not interfere with rooftop equipment and future leases shall indemnify building owner and will not invalidate roof warranty.
- F. Prior to the issuance of any building permit (demolition, construction, or utility related – but *excluding* grading), the applicant shall solely fund an independent peer review of any and all hydrology studies as required by the Mitigation Measures for each development phase to confirm conditions outlined in previously completed hydrology studies and as required by the RWQCB at the time of that development phase. The purpose of the peer review is to provide long-term assurance that the applicant shall detain and retain on site any storm water and runoff historically generated from the site (i.e., maintain status quo discharge levels with what was in place prior to project commencement) to the storm drain within Katella Avenue so as to eliminate the threat of an upstream

overflow and flooding condition further east along Katella Avenue. The cities of Los Alamitos and Cypress shall jointly select the consultant for such studies. Such consultant shall be a licensed engineer within the State of California.

- G. The Los Alamitos Medical Center shall develop and maintain a list of preferred vendors of which to seek bids and services for construction related improvements. The City of Los Alamitos will assist the Medical Center in managing this list by supplying an annual list of business licenses.
- H. The Los Alamitos Medical shall modify the Specific Plan document to represent final approval of the City Council including timing limitations

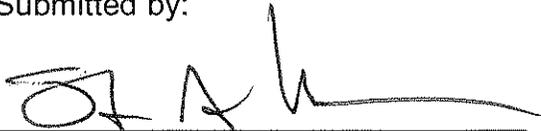
The above conditions (A-H), along with conditions imposed by the Planning Commission (1-60) are the recommended conditions of approval and are included in the attachment.

Recommendation: Staff recommends that the City Council:

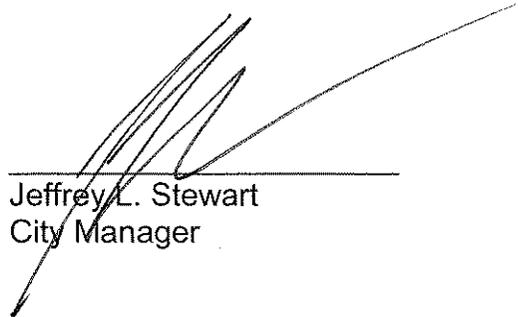
1. Adopt Resolution No. 2011-02 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS CERTIFYING THE ENVIRONMENTAL IMPACT REPORT FOR THE LOS ALAMITOS MEDICAL CENTER SPECIFIC PLAN (SCH# 2010041095) IN CONNECTION WITH ITS APPLICATION FOR SPECIFIC PLAN NO. 09-01, GENERAL PLAN AMENDMENT GPA 09-01, ZONE ORDINANCE AMENDMENT ZOA 10-03 AND STREET VACATION LOCATED AT AND AROUND 3751 KATELLA AVENUE (ORANGE COUNTY ASSESSOR PARCEL NO 242-151-20, 242-152-20, 242-152-21, 242-162-13, 242-162-14, 242-163-11, 242-163-12, 242-163-13, 242-163-14) INCLUDING RELATED FINDINGS, ADOPTION OF ENVIRONMENTAL FINDINGS, A STATEMENT OF OVERRIDING CONSIDERATIONS AND A MITIGATION MONITORING AND REPORTING PLAN PURSUANT TO CALIFORNIA ENVIRONMENTAL QUALITY ACT;** and,
2. Adopt Resolution No. 2011-03 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS ADOPTING GENERAL PLAN AMENDMENT (GPA 09-01) TO CHANGE THE LAND USE DESIGNATION FROM COMMUNITY AND INSTITUTIONAL, PLANNED INDUSTRIAL AND PROFESSIONAL OFFICE TO THE NEWLY CREATED SPECIFIC PLAN LAND USE DESIGNATION FOR THE CONSTRUCTION OF A PROPOSED THREE-PHASE MASTER PLANNED EXPANSION, INCLUDING THE PROVISION OF AN ADDITIONAL 164 HOSPITAL BEDS, TWO NEW HOSPITAL BUILDINGS, ONE NEW MEDICAL OFFICE BUILDING TO BE USED FOR ADDITIONAL OUTPATIENT AND ASSOCIATED MEDICAL USES, AND AN ADDITIONAL 849 PARKING SPACES (HEREAFTER "PROJECT") FOR A PROJECT GENERALLY LOCATED AT AND AROUND 3751 KATELLA AVENUE (HEREAFTER "SUBJECT PROPERTY"); (APPLICANT: LOS ALAMITOS MEDICAL CENTER);** and,
3. Introduce by title only and waive further reading of Ordinance No. 11-01 and Ordinance No. 11-02, and set for second reading; and,

4. Mayor Stephens read the title of Ordinance No. 11-01, **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS ADOPTING ZONING ORDINANCE AMENDMENT 09-01 TO CHANGE THE ZONING DESIGNATIONS OF CERTAIN PARCELS FROM COMMUNITY FACILITIES (C-F), COMMERCIAL OFFICE (C-O) AND PLANNED LIGHT INDUSTRIAL (PM) TO LOS ALAMITOS MEDICAL CENTER SPECIFIC PLAN FOR THE CONSTRUCTION OF A PROPOSED THREE-PHASE MASTER PLANNED EXPANSION FOR THE LOS ALAMITOS MEDICAL CENTER WHICH INCLUDES THE PROVISION OF AN ADDITIONAL 164 HOSPITAL BEDS, TWO NEW HOSPITAL BUILDINGS, ONE NEW MEDICAL OFFICE BUILDING TO BE USED FOR ADDITIONAL OUTPATIENT AND ASSOCIATED MEDICAL USES, AND AN ADDITIONAL 849 PARKING SPACES FOR A PROJECT GENERALLY LOCATED AT AND AROUND 3751 KATELLA AVENUE;** and,
5. Mayor Stephens read the title of Ordinance No. 11-02, **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS ADOPTING THE LOS ALAMITOS MEDICAL CENTER SPECIFIC PLAN (SP 09-01) FOR THE CONSTRUCTION OF A PROPOSED THREE-PHASE MASTER PLANNED EXPANSION INCLUDING THE PROVISION OF AN ADDITIONAL 164 HOSPITAL BEDS, TWO NEW HOSPITAL BUILDINGS, ONE NEW MEDICAL OFFICE BUILDING TO BE USED FOR ADDITIONAL OUTPATIENT AND ASSOCIATED MEDICAL USES, AND AN ADDITIONAL 849 PARKING SPACES FOR A PROJECT GENERALLY LOCATED AT AND AROUND 3751 KATELLA AVENUE ADOPTING THE LOS ALAMITOS MEDICAL CENTER SPECIFIC PLAN (09-01);** and,
6. Adopt Resolution No. 2011-04 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DECLARING ITS INTENTION TO VACATE KAYLOR STREET EASEMENT AND SETTING A PUBLIC HEARING DATE OF FEBRUARY 21, 2011.**

Submitted by:



Steven A. Mendoza
Community Development Director



Jeffrey L. Stewart
City Manager

Attachments: 1) *Response to Questions*
 2) *Conditions of Approval*

TOPIC	Question	Response
Phasing	<p>Why can't the phases be condensed? Is there a possibility that Phase 3 will not occur? Why is the Medical Office Building and parking structure proposed in the 1st phase? There appears to be a discrepancy between Doctors expressed sense of urgency and the LAMC's desire to have a long term 25 year build out. Wants this done in 15 years. This has got to be somewhere between 25 years and 7 years. Wants to see CUP for each phase or null and void?</p>	<p>PHASING: Phasing was established based on Operational, Economic and Regulatory Review and Approval considerations:</p> <p>Operational:</p> <ol style="list-style-type: none"> 1) All aspects of the campus must be maintained fully operational during each phase of construction. Employees will be shuttled to an offsite location for parking during Phase I with patients and physicians stacked and/or valet on remaining campus lots that are not under construction. Any attempt to condense Phases I and II will result in the total loss of site circulation and on-campus parking, requiring 100% off-campus parking for hospital and medical office building employees, physicians, patients and visitors. This simply is not feasible and unduly disrupts access to care and business operations. The new Medical Office Building needs to be completed before the doctors in the "to be demolished" building may be relocated. 2) Although the time line for Phase I and II appears somewhat linear, there is a one year planning overlap. The schedule was established with the knowledge that the facility will be undergoing a significant resource intensive IT project the later part of 2011 and the 2012 year in preparation for HITECH/ARRA (integrated electronic medical record and computerized physician order entry) compliance. 3) The urgency of increasing patient care capacity during the execution of the plan as currently time lined has been addressed as follows: <ol style="list-style-type: none"> a. To address peak volumes, LAMC is under interior remodel to increase ER capacity. This project is scheduled for completion the summer of 2011 – prior to commencement of Phase I. b. The addition of on-campus medical practices in the proposed MOB increases access to medical care in the most cost effective and efficient environment. ER usage and hospital admissions increase when there is limited access to primary and specialty care medical homes aka physician offices. The attached graph developed by the County of Orange Health Care Agency Medical Services and entitled "Utilization by Place of Service per 1000 Members" documents the inverse relationship between physician office visits and hospitals utilization. The greater the access to physicians the higher the probability that ER visits and/or hospitalization will be averted, especially when the physicians are located on-campus. c. Hospital leadership has identified, and OSHPD has approved, further interior hospital reconfiguration that will increase access to medical/surgical/telemetry beds should the ER expanded capabilities fail to meet the facility's needs. This plan will take approximately 1 to 1 ½ years to complete, is expensive, and does not negate the need for Phase II. <p>Regulatory Considerations:</p> <ol style="list-style-type: none"> 1) The MOB and Parking Structure are the only proposed elements that do not require OSHPD approval. As such, they may be accomplished in a more expeditious manner through the city's standard building permit review process. 2) The Parking Structure is needed at the same time as MOB completion to meet code required parking, and is also needed to be in place prior to the start of Phase II to support parking needs during construction of the patient care building. 3) Several years would go unproductive toward accomplishing the Specific Plan should Phase I be put on hold for Phase II. Examples of recent California OSHPD projects demonstrates a "total time to first OSHPD approval" in months as: <ul style="list-style-type: none"> • Mission Hospital Regional Medical Center New Acute Care Tower = 30 months • LACMLK Medical Center Retrofit = 27 months • Grossmont Hospital Addition = 48 months • Hanford Community Medical Center Replacement Hospital = 46 months • Enloe Medical Center New Patient Tower – 24 months

TOPIC	Question	Response
		<ul style="list-style-type: none"> • Sutter General Sacramento Hospital Tower = 25 months • Kaiser Foundation Hospital Addition = 24.5 months • Hoag Memorial Hospital Presbyterian Ancillary Remodel = 18.66 months <p>As reported by OSHPD, time to first approval for projects over \$20 million in construction cost for the 2006/2007 FY is 25 months and for 2007/2008 FY the average is 17.2 months. Both of these time frames predate the advent of furloughs and personnel reductions due to the growing State budget deficits.</p> <p>4) OSHPD level drawings need to be coordinated with the every three year legislative required update of the California Building Code. In addition, both Phase II and III are subject to compliance with current and further changes in SB1953 Seismic Standard.</p> <p>5) Applicant is receptive to modifying the Master Plan time line to reflect the build out of Phase I and II, with Phase III identified in the Specific Plan as a potential site for future expansion subject to additional conditions and provisions for activation of the phase.</p> <p>Economic Considerations:</p> <p>1) Large capital expenditures require planning and cash flow needs to be scheduled over time. Capital for Phase I is budgeted at \$40 million.</p> <p>2) The Phase II Schedule allows Tenet to complete the \$620 million investment in IT infrastructure for HITECH/ARRA compliance by 2014. LAMC is scheduled for \$10.2 million in IT infrastructure upgrades in the 2012 year. The operational complexities of this installation and redesign of work flows are significant and resource consumptive.</p>
Traffic/Circulation	Would this proposed development restrict future development along Katella. Are we tying up traffic on Katella?	Not likely. While the Project will utilize a portion of Katella available capacity and mitigation measures are required to compensate for this use, capacity, per se, is not a static, fixed quantity. It can be increased substantially by a variety of different strategies such as parking removal, intersection widening or spot improvements while traffic demand, the other component of capacity utilization, can, on a given street such as Katella, be shifted by improving alternate routes, encouraging different travel modes, implementing remote parking or adjusting land use. Many of these options will be considered with the pending General Plan review.
Traffic/Circulation	Did the Traffic Engineer contact the parties in the area of the traffic study as the study was being conducted?	No. Adjacent parties are seldom notified of a pending or on-going traffic study as a goal of most such studies is to measure or evaluate average conditions. If advised of a study people may change their routine and bias the study product. The hearing process is the tool used by Traffic Engineers to evaluate or determine what additional data or information is needed or what issues were missed in the preliminary study. The traffic study was prepared using standard City protocol for such studies, which does not require contacting properties owners along the roadway segments or intersections to be analyzed in the study. However, the City and RBF Consulting did contact neighboring jurisdictions to identify a list of cumulative projects, which includes projects under consideration, projects recently approved, and projects under construction, to analyze in the traffic study. Interested properties owners along the studied roadway segments or intersections had the opportunity to review the traffic study when it became available for public review.
Traffic/Circulation	Is proposed new signal too close to Cherry?	City staff was concerned with the proximity of the two signals specifically as to how they would interface with the Katella Ave. signal coordination program. Subsequent signal synchronization analysis indicated that the current peak hour program could be utilized if pedestrian crossings of Katella were moved from Cherry to Kaylor and minor timing changes were implemented. The synchronization analysis was validated by both the Project and city traffic consultants. The crosswalk moving farther east is also beneficial to discourage jay walking. As discussed on Page 5.3-59 of the Draft EIR, "Due to the close proximity of intersections, preliminary traffic synchronization analysis has been prepared for the Katella Avenue corridor between Los Alamitos Boulevard and Bloomfield Street. The analysis has been prepared based on currently available traffic signal timing and phasing data provided by City staff. Through adjustments to the signal timing and phasing data, the progression of traffic along Katella Avenue is maintained, primarily due to the relocation of the pedestrian crossing from the Cherry Street/Katella Avenue intersection to the Kaylor Street/Katella Avenue intersection. The maintained Katella

TOPIC	Question	Response
		Avenue operations provide acceptable operations and efficient flows of traffic in both the eastbound and westbound directions." As noted in <u>Section 5.3, Traffic</u> of the Draft EIR, traffic flow along Katella Avenue would be maintained, and includes relocation of pedestrian crossings to the proposed Kaylor Street/Katella Avenue intersection.
Traffic/Circulation	Concerned with the elimination of Left turn onto Maple from west bound Katella.	While left turn access restriction from Maple St. onto Katella and from west bound Katella onto Maple will be inconvenient for the neighborhoods southerly of Katella it does improve both safety and traffic operations; Safety - West bound motorist on Katella wishing to access the Maple-Green-Howard neighborhood can make a protected left turn at Bloomfield instead of the unprotected left turn at Maple Advisory signing could be considered. Motorist exiting the neighborhood via Maple can just as well drive west and access Katella Ave. via a right turn at Los Alamitos Blvd. or by turning right from Maple St. onto Katella Ave. and making a u-turn at Bloomfield St. Operations - The left turn pocket length needed to accommodate the peak hour left turn demand for Project drive way #3 could not be achieved if a west bound left turn pocket was provided for Maple St. If both pockets were provided, east bound left turning peak hour traffic using Project drive way #3 would overflow into the #1 Katella Ave. thru lane impacting both safety and operations. Restricting access to minor streets along the Principal Arterials may be considered as an operational enhancement in the General Plan analysis. As discussed on Page 5.3-72 of the Draft EIR, Mitigation Measure TRF-1 is "consistent with the OCTA Smart Street Program to improve traffic flow and realize available traffic capacity on regional routes of significance." Additionally, "Westbound left-turn movements onto Maple Street would be redistributed to Bloomfield Street or can make a u-turn at the Cherry Street/Katella Avenue intersection. While some local traffic may be redistributed access management along Katella Avenue would be improved. The existing grid pattern of roadways south of Katella Avenue supports the Katella Avenue raised median modifications and circulation enhancements." Traffic analysis operations summarized in Tables 5.3-15 and 5.3-18 of the Draft EIR account for implementation of Mitigation Measure TRF-1 and results in a forecast operation of LOS B at the Bloomfield Street/Katella Avenue intersection for year 2013 conditions and LOS D for year 2035 conditions
Traffic/Circulation	Is there another alternative to the stop light at Kaylor?	Not realistically given the site designs access locations relative to the medical office buildings at-grade parking and the visitors entry to the parking structure. Also, the a.m. peak hour in-bound left turn demand collectively exceeds the storage/stacking capacity between the Project's Cherry St. entry and Katella Ave. The signalized Kaylor St. entry balances the entering traffic demand. As a point of information, the Cherry St. traffic signal was initially proposed to be removed and replaced with the Kaylor St. traffic signal but city staff was very concerned with the safety ramifications associated with the removal and after verifying that the two signals would interface with the Katella system the Cherry St. signal was retained in the project. It is also noted that the Kaylor St. signal is Project oriented while the Cherry St. traffic signal serves a larger, more diverse area. The project site plan includes a parking structure with visitor access directly from Katella Avenue. Since the project site plan is oriented towards Katella Avenue, primary vehicular access to Katella Avenue is required. A traffic signal at the Kaylor Avenue/Katella Avenue intersection is required to easily facilitate traffic into and out of the project site from all directions. Without the primary access on Katella Avenue, the site plan would require extensive revision, and would probably require increased traffic on Cherry Avenue or Bloomfield Street.
Traffic/Circulation	How does 3,900 trips compare to other uses and their sales tax equivalent?	The project's traffic trips is expected to equal 95,000 s.f. Center (1/3 size of OR Town Center (Ralphs & Target); or \$35,000 + 40,000 s.f. Grocery Store = \$35,000 to \$40,000 per year 8,200 s.f. Drive Thru Restaurant = \$36,000 per year, Medical Center Existing –Sales tax is confidential – see staff report.
Traffic/Circulation	What effect will the West County Connector Project have on this project?	The County Connector Project should have little, if any, affect on the subject project. It will, however, tend to reduce freeway related by-pass traffic using city streets. A study currently in progress that may have a major benefit to traffic conditions on Katella Ave. is the I-605 Spring St. / Cerritos Ave. Interchange Study to determine the impact of constructing north and south bound on-ramps to the I-605 at Spring St. / Cerritos Ave. As noted in Comment Letter I, the California Department of Transportation (Caltrans) has reviewed the Draft EIR and has no comment. As discussed on Page 5.3-61 of the Draft EIR, the long-range (year 2035) traffic analysis is based on traffic volume data provided by the Orange County

TOPIC	Question	Response
		<p>Transportation Authority (OCTA) travel demand model. As stated on Page 5.3-61 "The model is based on input variables such as population, households, employment, school enrollment, income, traffic counts, traffic speeds, intersection configuration, and planned roadway networks from a variety of sources such as locally approved General Plan land use entitlements, local planning department input, and state and federal data sources. The model forecasts the demand for future transportation infrastructure by prediction of future traffic patterns based on the input variables." Since the OCTA travel demand model accounts for changes and improvements to local and regional circulation, future traffic patterns are accounted for in the traffic volumes and resulting analysis.</p>
Traffic/Circulation	<p>Routing for Ambulance and how it impacts our City's school children walking in area along with impacts to Florists</p>	<p>Bill Weston from Care Ambulance has advised that they are the contracted emergency 9-1-1 ambulance transportation provider for the City of Los Alamitos, and surrounding Orange County cities, including: Anaheim, Buena Park, Costa Mesa, Cypress, Fountain Valley, Fullerton, Garden Grove, La Palma, Seal Beach and Stanton. In 2010, Care Ambulance Service delivered 4,534 emergency 9-1-1 patients to Los Alamitos Medical Center Emergency Room. This is an average of 12.42 patients per day (when including Los Angeles County and Long Beach runs this number increases to 14 trips per day as noted in the EIR traffic study) Of those, only 724 patients were delivered Code 3 (red lights and siren) to the hospital. This is an average of less than 2 patients per day delivered to the hospital with red lights and sirens. Most Patients, greater than 84%, are stabilized at the scene of their emergency and then transported to the hospital, while obeying all traffic laws and regulations. Only the remaining 16% of patients are unstable emergency patient that require an expedited transport, utilizing emergency lights and sirens. While ambulances are driving Code 3 to a hospital they are not relieved from any legal responsibility to follow safe driving practices. It is the written policy of Care Ambulance Service to prohibit drivers from exceeding the posted speed limit by more than 10 mph and a Care Ambulance driver may never drive faster than what is safe for conditions present. At no time, may a driver exceed posted speed limits in any designated school zone, construction zone or other restricted zones. Driving practices are strictly enforced by our Field Operations Managers and all Care drivers are monitored through a comprehensive vehicle computer system. With regard to siren activation, it is established California regulation and Care Ambulance Policy that the siren must be activated as "reasonably necessary". It is standardized practice that reasonably necessary does not include when turning onto a residential street or into a hospital zone, unless the specific situation dictates. While there has long been emergency vehicle activity around the hospital there will be a change in the way emergency vehicles access the facility with the completion of Project Phase II. Bloomfield is an existing point of access for emergency vehicles and will continue to be; however, the increase in trips at Phase II is negligible as the primary access points will continue to be off of Katella and Los Alamitos Boulevard. Given the proximity of area schools the hospital met with the school in a workshop setting to notify them of this change and have the City's traffic consultant review the traffic study and its findings. The school has issued a letter indicating that they felt that the project had been appropriately mitigated. The infrequency of EMS trips and the lack of collision history between EMS and passenger cars near the hospital indicate the proposed re-routing of EMS vehicles would not create a hazard in the project area. The project applicant has been granted approval from Care Ambulance Service of the new configuration for EMS deliveries to the Hospital and should continue to guarantee the project site plan satisfies agency requirements for deliveries. Furthermore, compliance with Mitigation Measure TRF-6 would further improve safety and eliminate driver confusion and maximize site efficiency by the continued coordination with the applicable ambulance service and agency staff on the site access for EMS deliveries and by providing a wayfinding system for the public to locate the Emergency Room.</p>
Traffic/Circulation	<p>Parking on Florista</p>	<p>Hospital parking on Florista and all adjacent streets will need to be closely monitored to avoid parking intrusion by hospital staff and visitors. If this occurs the city should act quickly to resolve the problem through installation of permit or limited time parking. The hospital also has a responsibility to do what is necessary to contain its parking within its facilities.</p>
Traffic/Circulation	<p>Are we being reimbursed for wear and tear on our streets?</p>	<p>Applicant shall pay an estimated total of \$702,777.00 in Traffic Impact Fees paid at the time of building permit issuance or OSHPD permit issuance as applicable for each building calculated at rate applicable at time of payment. City Resolution No. 1469 (adopted on June 14, 1993), established the City's current traffic impact fees. The fees were calculated based on the Seven-Year CIP established at that time. Per Resolution 1469, traffic impact fees are identified for four distinct types of land</p>

TOPIC	Question	Response
		use; residential, commercial, office, and industrial. Increased square footage in the project was grouped by land use category and multiplied by the applicable traffic fee for a total of \$702,777.00 (\$49,347.00 for office uses and \$653,430.00 for commercial uses). The formula for calculation also takes into account the increase in traffic operations as included in the project traffic impact study
ER Trips	It appears that there are more emergency visits to ER than expected?	As stated above Bill Weston from Care Ambulance has informed staff that there is an average of 12.42 patients per day. Of those, only 724 patients were delivered Code 3 (red lights and siren) to the hospital. This is an average of less than 2 patients per day delivered to the hospital with red lights and sirens. Most Patients, greater than 84%, are stabilized at the scene of their emergency and then transported to the hospital, while obeying all traffic laws and regulations. Only the remaining 16% of patients are unstable emergency patient that require an expedited transport, utilizing emergency lights and sirens.
Kaylor	Questions about easement ownership	The City's Engineering Firm's (Willdan) Registered Land Surveyor investigated the underlying fee ownership of Kaylor Street and it belongs to Los Alamitos Medical Center (690 feet) and Tenet Health System Hospitals, Inc (140 feet). The City of Los Alamitos currently has an easement only right for street and utility purposes for the section of Kaylor proposed to be vacated. That easement was dedicated in 1964 via Tract Map 5354. Since this is an easement interest only and not a fee ownership, the street is vacated to the underlying owner rather than being granted to the owner by a deed. Currently the City is responsible for street maintenance within the 60-foot dedicated right of way, which would include City utilities as well. It was dedicated to the City of Los Alamitos by a road deed.
Kaylor	Why vacate now?	Kaylor Street offers no benefit to the City and serves only one property owner. It would be financially beneficial for the City to no longer maintain a street and save money regarding Kaylor maintenance in the future.
Kaylor	Wants Kaylor released in right phase	To expedite the OSHPD review in phase II, Kaylor Street should be vacated prior to submittal. The only way the LAMC can plan their buildings through OSHPD is to have Kaylor secured prior to OSHPD submittal. The vacation of Kaylor is necessary in the first Phase to accommodate site circulation during construction of the MOB and Parking Structure. Otherwise, the applicant would be disrupting a public street
Tenet	Financial Commitment/CHS Situation. What if successor in interest didn't want to continue with plan? Potential Sale of property. Wants a written commitment from Tenet. Ms. Finney and corporate members should come out and explain their investment and how they could fast track at the corporate level. What is the corporate investment? Wants the City to have leverage against Tenet to take away entitlement for lack of performance. Is corporate willing to commit funds?	<ol style="list-style-type: none"> 1) Tenet is not for sale. Tenet received and rejected an unsolicited offer from CHS in November of last year. It continues to be Tenet's position that it is in the best interest of the shareholders to remain an independent company. 2) Any successor in interest will be faced with the same conditions at LAMC faced by Tenet today. Any successor in interest will need to bring the facility into compliance with SB1953. Any successor in interest will also be subject to the project's conditions of approval and EIR mitigation measures as well as the provisions of the Specific Plan. 3) Tenet commitment was expressed to the City Manager on January 25, 2011. The Tenet Representatives included the Senior VP Tenet California and the Tenet VP Construction and Design. <p>The Phase I and II budget estimates are Phase I at \$40 million and Phase II at \$160 million</p>
Site Usage	Can they use the site in another way?	Once approved, the Los Alamitos Medical Center is bound by the development regulations and uses permitted within the Specific Plan. Modification would require City Council review and would be subject to ceqa review.
Medical Use	Requested information quoted in staff report regarding office economics.	The quote is from a paper entitled "Community Economic Analysis – A How To Manual" by Ronald J. Hustedde, Ron Shaffer and Glen Pulver. First Printing 1994 revised in May 2005.
Parking	Does the proposed Specific Plan meet the City's parking requirement per phase?	The Specific Plan meets the City's Parking standards at each phase.
Planning Commission	Can you please explain the Planning Commission's role in the Site Plan Review process?	The City's Zoning Code and Page 51 of the SP requires that the LAMC shall submit for Final Site Plan Review to the Planning Commission for consideration. Review shall: a. Ensure that the design and general appearance of the proposed structure(s) are in compliance with the purpose of this chapter; and b. Consider the location, design, site plan configuration, and the overall effect of the proposed project upon the surrounding neighborhood and the city in general. Review shall be

TOPIC	Question	Response
		conducted by comparing the proposed project to applicable Specific Plan development standards, design guidelines, and other applicable city ordinances.
Term	Why 25 year plan and can we condense?	There has been an adjustment to the term to ten years.
Zoning	If only one phase was constructed, how would remainder zoning be affected?	The SP designation would run for the duration of the Specific Plan unless conditioned otherwise.
EIR	Statement of Overriding Consideration - does it set us up for litigation	The adoption of a Statement of Overriding Considerations by the City Council does not in and of itself serve as a basis for litigation. Statement of Overriding Considerations are required by the <i>California Environmental Quality Act (CEQA)</i> and the <i>CEQA Guidelines</i> when a public agency approves a project with significant unavoidable environmental impacts. The Statement of Overriding Considerations is a written statement that identifies the agency's specific reasons for approving the project with the significant unavoidable environmental impacts, based on the Final EIR and any other information in the public record for the project.
SP	Can a SP be changed after approved	Page 49 and 50 of the Medical Center's Specific Plan delineates that minor modifications to the Los Alamitos Medical Center Specific Plan shall not require a Specific Plan Amendment, and shall be subject to a "substantial conformance" determination, an administrative mechanism by which minor modifications to the Specific Plan which do not result in significant impacts and are consistent with the intent of the Plan, shall be permitted without a formal amendment process. The City of Los Alamitos Community Development Director shall make determinations of substantial conformance. Minor modifications that meet the above "substantial conformance" determination may include, but are not limited to, modifications necessary to comply with final Conditions of Approval or modifications affecting infrastructure, public services and facilities, landscape, and other issues except those affecting project development regulations. An amendment to the Specific Plan will require review and approval by the City of Los Alamitos Planning Commission, and City Council using the same procedures under which it was adopted as specified in Chapter 17.52 of the Municipal Code. Such amendments require an application and fee to be submitted to the City Planning Department, stating in detail the reasons for the proposed amendment. The specific plan may be amended as often as deemed necessary by the council, in compliance with state law. In the event the proposed amendment requires supplemental environmental analysis pursuant to the California Environmental Quality Act (CEQA), the applicant(s) will be responsible for associated fees for the preparation of necessary CEQA documentation.
Sewer District	Did we contact the Sewer District	Yes, as part of preparing the Environmental Impact Report, RBF Consulting contacted the Rossmoor/Los Alamitos Sewer District. Below is an excerpt from Draft EIR <u>Section 5.12, Wastewater</u> , page 5.12-5 that documents the contact with the Rossmoor/Los Alamitos Sewer District. The text cites RBF Consulting's discussion with Jesus Lopez, of AECOM, for RLASD. It should also be noted that Mr. Lopez provided RBF with the Existing and Anticipated Water Flows in Tables 5.12-1 and 5.12-2, as well as the Sewer Facilities Map shown in Exhibit 5.12-1. Additionally, RBF Consulting's discussion with Wendy Smith from Orange County Sanitation District (CSD) is cited on page 5.12-6. Both agencies were notified and both provided necessary information and mitigation measures associated with the proposed project.
Central Plant	Central Plant location - wants detail about central plan contents and height of things above the building. Does OCFA have a ladder that reaches that high	A full "Central Plant" as shown on the plans is required for Phase III to comply with new seismic regulations that are triggered in the year 2030; that building will serve the overall hospital campus. The new hospital building proposed in Phase II requires rooftop equipment within a mechanical penthouse to meet the needs of that building. The mechanical penthouse will contain mechanical equipment for the building systems, such as air handler units, chillers, electrical distribution, hot water heaters, chilled and hot water pumps medical vacuum and medical air pumps, other miscellaneous mechanical and electrical components to support the operation of the building and the building's fire, life, safety systems. Other than the 2 types of medical pumps, the components located in the mechanical penthouse will be similar to any other mechanical penthouse that exists on other existing buildings in the area. It will be fully enclosed, and set back from the parapet on the roof allowing access at a 4 story level. A typical mechanical area would total only a small portion of the rooftop and will not comprise an additional floor of the building.
Central	Where would central plant be if phase three was	Question addressed above

TOPIC	Question	Response
Plant	abandoned.	
Labor Dispute	It was suggested that future staff report should address the Los Alamitos City Council's role in labor disputes of private business.	The City of Los Alamitos has no Ordinances that require businesses to pay above the State of California's minimum wages. Such role would only be present in City that has instituted Living Wage Laws.
Labor Dispute	Has questions from Ms. Finney regarding labor dispute	No Comment From Staff
EIR	Had concerns regarding Cumulative Green House Gas, is there an ability to mitigate this and other future projects.	As documented in Draft EIR Section 5.4, <u>Air Quality/Greenhouse Gas Emissions</u> , the proposed project will be mitigating its impacts related to greenhouse gas emissions to a less than significant level. The cumulative greenhouse gas emissions impact addresses both project impacts and impacts from cumulative projects (a list of cumulative projects is identified in Draft EIR Section 4.0, <u>Basis of Cumulative Analysis</u>). As noted in Draft EIR Section 5.4.5, <u>Cumulative Impacts and Mitigation Measures</u> , none of the Lead Agencies that have approval authority over the cumulative projects, which includes the Cities of Los Alamitos, Cypress, and Seal Beach and the Joint Forces Training Base (JFTB) Los Alamitos have an adopted GHG emission reduction plan or Climate Action Plan. Additionally, per CEQA Guidelines Section 15040, the City of Los Alamitos does not have the authority to impose mitigation upon projects that are not within its jurisdiction. Therefore, although the direct project-related climate change impacts would be less than significant, the project-generated GHGs in combination with GHG emissions from cumulative projects would result in a much greater amount of GHG emissions and consequently a significant and unavoidable impact. Future projects may require environmental review, including a review of greenhouse gas emissions, and would develop mitigation to reduce the significance of the impacts. Below is an excerpt from Draft EIR Section 5.4, <u>Air Quality/Greenhouse Gas Emissions</u> , page 5.4-43: As previously stated, the proposed project would result in a less than significant impact regarding GHG emissions, and would result in a 30 percent reduction in GHGs with implementation of Mitigation Measure AQ-6. However, the project-generated GHGs in combination with GHG emissions from other known and reasonably foreseeable projects would result in a much greater amount of GHG emissions. Although implementation of Mitigation Measure AQ-6 would reduce the proposed project's GHG emissions to a level that is consistent with AB 32, such project-specific mitigation cannot be imposed upon cumulative projects. The amount of cumulative GHG emissions would be cumulatively considerable, and would potentially hinder the intent and statewide reduction goals of AB 32. Impacts in this regard would be significant and unavoidable.
EIR	Why did we have a Statement of Overriding Consideration	Statement of Overriding Considerations are required by the <i>California Environmental Quality Act (CEQA)</i> and the <i>CEQA Guidelines</i> when a public agency approves a project with significant unavoidable environmental impacts. The Statement of Overriding Considerations is a written statement that identifies the agency's specific reasons for approving the project with the significant unavoidable environmental impacts, based on the Final EIR and any other information in the public record for the project. The Draft EIR identified one significant unavoidable impact for cumulative greenhouse gas emissions (refer to Draft EIR Section 5.4.6): <u>Cumulative Greenhouse Gas Emissions Impacts</u> – Although the project-related GHG emissions would be consistent with the goals of AB 32 with implementation of Mitigation Measure AQ-6, cumulative GHG impacts would be significant and unavoidable, as cumulative GHG emissions could hinder the statewide GHG reduction goals of AB 32.
Reso Draft	There was a question regarding the language in the reso for setting the public hearing date	The resolution attached to the council agenda item was only to set a public hearing date and is not written in the same manner that a resolution that authorizes the vacation.
Notice	Why was the notice posted on Kaylor	A Notice is required prior to the City Council setting a hearing date. The Council must notice those impacted of their intent to vacate.
Interest in New Buildings	Do we have doctors interested in new buildings	A market survey was conducted to determine interest. Based on those surveys, the answer is yes there is interest in the building
Future	Are we looking at rezoning property along Katella	Such a decision regarding future land use decision should be addressed during the Land Use Element section of the future

TOPIC	Question	Response
Zoning		General Plan Update.
Medical Space	Would like to see how much medical spaces is in the City to compare with statement about proportionality	The City of Los Alamitos currently has 203 medical related businesses in a 2.1 mile area.
Conditions	Wants the word "building" added to condition D	The Condition has been deleted as explained in the staff report.
OSHPD	Had questions regarding OSHPD Process	This question is addressed above under Phasing
Retail	Would like to have 25,000 square feet dedicated to retail uses	In response to request to secure some retail businesses in the MOB, a marketing plan to solicit a retail pharmacy, gift shops, DME provider, uniform providers and the like was developed. It should be noted that unless the retail is medically related, the probability of success in securing a lease arrangement is little. Medical Office Space generally rents for higher rates than standard commercial space and the campus parking program is not conducive to general retailers.
Impact on Services	How does the project impact City Services	In assessing the impact of a proposed project on the environment, the City examined changes in the existing physical conditions in the affected area and the direct and indirect significant effects of the project on public services. Public Works - The expansion of the Medical Center itself has no impact upon the Public Works department. The vacation of Kaylor does reduce the number of roads to maintain. Community Development - The expansion of the Medical Center has no impact upon the Community Development Department. Police - Because of project design and various mitigation measure imposes, the build out of the Medical Center Impacts have been reduced to less than significant. Recreation - The expansion of the Medical Center has no impact upon the City's recreation department. Fire - In order to ensure fire protection staffing and service levels are maintained, OCFA has recommended: All new structures shall have automatic fire sprinkler systems. A supervised fire alarm system that meets requirements of the California Fire Code shall be placed in an accessible location with an annunciator. Access to and around structures shall meet Orange County Fire Authority and California Fire Code requirements. A water supply system shall be in place to supply fire hydrants and automatic fire sprinkler systems. Roadway medians shall not exceed 1,000 feet without a turnaround. If medians are greater than 1,000 feet, emergency turnaround access for heavy fire equipment shall be provided. All traffic signals on public access ways shall include the installation of optical preemption devices. All electric gates within the project shall install emergency opening devices approved by the Orange County Fire Authority. Waste - With imposition of the required mitigation measures, implementation of the proposed project would result in less than significant project impacts related to landfills and compliance with State, County, and local solid waste regulations. As such, no significant unavoidable impacts would result from the implementation of the Los Alamitos Medical Center Specific Plan

**LOS ALAMITOS MEDICAL CENTER
CONDITIONS OF APPROVAL (FEBRUARY 7, 2011)**

- A. Applicant shall include a digitized 3D model of each proposed structure as part of the Planning Commissions submittal for site plan review.
- B. Los Alamitos Medical Center shall bring the accounting balance for all work completed for the Medical Center EIR, including legal, engineering, and traffic to a \$0 balance prior to Second Reading.
- C. Certificate of Occupancy/Completion shall be issued by the Chief Building Official on the Parking Structure. Such certification shall be issued prior to issuance of Permanent Certificate of Occupancy (C of O) or any business licenses on the proposed Medical Office Building.
- D. Should applicant fail to submit an application for Site Plan Review of Phase III by the tenth (10) anniversary of effective date of Ordinance, the approvals for all structures for which no Site Plan Review has been submitted shall be null and void.
- E. The Los Alamitos Medical Center shall permit the City of Los Alamitos to sublease roof top portions of the Hospital's Patient Care, Medical Office Building and Parking Structure for purpose of exclusively generating revenue to the City of Los Alamitos related to Telecommunication Antennas. This will include lease areas required to service various antenna. Any such use must maintain the integrity of an OSHPD building. Use shall not interfere with rooftop equipment and future leases shall indemnify building owner and will not invalidate roof warranty.
- F. Prior to the issuance of any building permit (demolition, construction, or utility related – but *excluding* grading), the applicant shall solely fund an independent peer review of any and all hydrology studies as required by the Mitigation Measures for each development phase to confirm conditions outlined in previously completed hydrology studies and as required by the RWQCB at the time of that development phase. The purpose of the peer review is to provide long-term assurance that the applicant shall detain and retain on site any storm water and runoff historically generated from the site (i.e., maintain status quo discharge levels with what was in place prior to project commencement) to the storm drain within Katella Avenue so as to eliminate the threat of an upstream overflow and flooding condition further east along Katella Avenue. The cities of Los Alamitos and Cypress shall jointly select the consultant for such studies. Such consultant shall be a licensed engineer within the State of California.
- G. The Los Alamitos Medical Center shall develop and maintain a list of preferred vendors of which to seek bids and services for construction related improvements. The City of Los Alamitos will assist the Medical Center in managing this list by supplying an annual list of business licenses.
- H. The Los Alamitos Medical shall modify the Specific Plan document to represent final approval of the City Council including timing limitations

PLANNING

1. The applicant shall indemnify protect defend and hold harmless the City of Los Alamitos, its officials, officers, employees, agents, departments, and instrumentalities thereof, from any an all claims, demands, lawsuits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative, or adjudicatory in nature) and alternative dispute resolutions procedures (including but not limited to arbitrations, mediations, and other such procedures), (collectively "Actions"), brought against the City and/or any of its officials, officers, employees, agents, departments, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void or annul any approval of the City, its legislative body, advisory agencies or administrative officers, employees, agents, departments, and instrumentalities thereof (including actions approved by the voters of the City), for or concerning the project, whether such Actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, Code of Civil Procedure Section 1085 or 1094.5 or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a court of competent jurisdiction. The City will promptly notify the applicant of any such claim, action or proceeding against the City and the applicant will either undertake defense of the matter and pay the City's associated legal costs, or will advance funds to pay for defense of the matter by the City Attorney. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without the applicant's consent, but should it do so, the City shall waive the indemnification herein, except the City's decision to settle or abandon a matter following an adverse judgment or failure to appeal, shall not cause a waiver of the indemnification rights herein.
2. Approval of this Specific Plan is for the 25 year build out of the Los Alamitos Medical Center, as shown within the LAMC Specific Plan as part of this approval, with such additions, revisions, changes or modifications as required by the Planning Commission and City Council pursuant to approval noted thereon, and on file in the Community Development Department. Subsequent submittals for this project shall be consistent with the adopted Specific Plan and all subsequent conditions imposed by City Council.
3. The applicant shall be responsible for implementing the mitigation measures identified in the Mitigation and Monitoring Program, to the satisfaction of the City of Los Alamitos Community Development Director.
4. Applicant and all subsequent permit issues related to the Specific Plan shall be subject to the Mitigation Monitoring and Reporting Program, attached as an exhibit to the resolution for the Final Environmental Impact Report.
5. Wherever there appears to be a conflict between the Los Alamitos Medical Center Specific Plan and The City's Zoning Ordinance, this Specific Plan, including mitigation measures and conditions shall prevail. For development standards not covered by the Specific Plan, the City's Zoning Ordinance shall be used as a guideline.

6. The property applicant shall file an Acknowledgment of Conditions of Approval with the Community Development Department within 60 days of final approval of this ordinance. The property applicant shall be required to record the Acknowledgment of these Conditions of Approval with the Office of the Orange County Recorder and proof of such recordation shall be submitted to the Community Development Department.
7. The Los Alamitos Medical Center Specific Plan is approved exclusively as a precise plan for the location and design as shown on the relevant drawings referenced in the Specific Plan including Mitigation Measures and Conditions. Procedures for minor modifications and amendments to the Specific Plan are included in Section 6 of the document. If any changes are proposed, a request for a determination of substantial conformance must be submitted to the Community Development Director. If the Community Development Director determines that such proposed change or changes are not material, consistent with the provisions and spirit and intent of this approval action, and that such action would have been the same with the proposed change or changes as for the proposal approved herein, a minor modification t may be approved by the Community Development Director without requiring a public meeting as outlined in Section 6 of the Specific Plan.
8. The applicant, and the applicant's successors in interest, shall be fully responsible for knowing and complying with all conditions of approval. California Government Section 66020(d)(1) requires that the project applicant be notified of all fees, dedications, reservations and other exactions imposed on the development for purposes of defraying all or a portion of the cost of public facilities related to development. Fees for regulatory approvals, including planning processing fees, building permit fees are not included under this noticing requirement.
 - i. Pursuant to Government Code Section 66020(d)(1), the applicant is hereby notified that fees, dedications, reservations and other exactions imposed upon the development, which are subject to notification, are as follows:
 - ii. Fees: Applicant shall pay an estimated total of \$702,777.00 in Traffic Impact Fees paid at the time of building permit issuance or OSHPD permit issuance as applicable for each building calculated at rate applicable at time of payment. City Resolution No. 1469 (adopted on June 14, 1993), established the City's current traffic impact fees. The fees were calculated based on the Seven-Year CIP established at that time. Per Resolution 1469, traffic impact fees are identified for four distinct types of land use; residential, commercial, office, and industrial. Increased square footage in the project was grouped by land use category and multiplied by the applicable traffic fee for a total of \$702,777.00 (\$49,347.00 for office uses and \$653,430.00 for commercial uses). The formula for calculation also takes into account the increase in traffic operations as included in the project traffic impact study

- iii. Dedications: n/a
 - iv. Reservations: Kaylor Utility Easements
 - v. Other Exactions: n/a
 - vi. The applicant may appeal the imposition or amount of the fees described above within ninety (90) days following the adoption of this resolution and pursuant to the procedures set forth in the Government Code.
9. The applicant, and applicant's successors in interest, shall be responsible for payment of all applicable fees.
 10. Applicant shall supply four additional parking spaces upon the completion of Phase 1. Applicant shall supply 28 additional parking spaces at the full build out of the plan to meet the City's minimum requirements for parking. The 28 additional parking spaces are based upon application of a parking requirement for the Central Plant. At the time of site plan review for Phase 3, the applicant may submit a request for elimination of the additional parking requirement based upon floor plans for the central plant which demonstrate that no office uses are included in the building.
 11. The pedestrian walkway within the rear parking lot shall be paved with an enhanced pavement to delineate the space as a walkway and a no-parking zone.
 12. The applicant in conjunction with the Department of Public Works shall install signage along the public right-of-way on surrounding streets directing vehicles to the hospital parking lots. Site plans submitted for each phase shall include details and location of such signage.
 13. During construction a ridesharing program implemented at the LAMC will continue to operate under the proposed Specific Plan and provide large parking spaces to accommodate vans used for ride sharing. This includes distribution of material to employees that provides information about public transit services and alternative transportation opportunities designation of a certain percentage of parking spaces for occupancy vehicles provision of larger parking spaces to accommodate vans used for ride sharing and designation of adequate passenger loading and unloading and waiting areas.
 14. During construction of all phases of the proposed project temporary signage shall be placed in appropriate locations to direct pedestrians to safe walking routes through the medical campus. Type and locations of such signage shall be included within the required Construction Management Plan for each phase.
 15. During construction of all phases of construction LAMC shall provide temporary moveable pedestrian pathway between inaccessible areas. This pathway shall be fenced to ensure safety for pedestrians. The Construction Management Plan prepared for each phase shall include this provision.
 16. In case of violation of any of the conditions of approval, mitigation measures, or City law, the property owner and tenant will be issued a Notice of Correction if said violation is not remedied within a reasonable period of time and/or

subsequent violations of the conditions of approval and/or City law occurs within ninety days of any Notice of Correction, the property owner shall be held responsible to reimburse the City for all staff time directly attributable to enforcement of the conditions of approval, mitigation measures, and/or City law including but not limited to, revocation of the herein approvals.

17. The property owner shall remove any graffiti on the project site within 12 hours of discovery. The paint utilized to cover the graffiti must substantially match the existing structure. In the event that the paint finish of the abated area is noticeably distinguishable from the rest of the structure, the property owner shall paint additional portions of the building to minimize the disparity subject to the approval of the Community Development Director.
18. To properly buffer surrounding industrial properties – dense, fast growing or mature trees shall be planted prior to occupancy of Hospital Building 2. Areas at the campus perimeter boundaries that abut privately owned properties shall include permanent screening such as berming shrub hedge or wall. Such landscaping shall be shown on the landscape plan component of the Site Plan submittal for each phase as appropriate.
19. All fences and walls within public view from within or outside the LAMC shall be designed to be visually compatible with other site improvements. LAMC shall include wall and fence plans as part of the Site Plan submittal package for the entitlement of each phase of the Specific Plan project.
20. All sides of any cooling and mechanical buildings surface parking areas and parking structures as well as other service and mechanical areas shall be designed, treated and finished in a manner compatible with the surrounding campus pursuant to the design guidelines of the Specific Plan. All service maintenance cooling mechanical and trash collection areas within the Specific Plan area shall be fully screened from public view.
21. If roof mounted, all mechanical equipment shall be set back from the roof edge and either contained within a penthouse or otherwise screened from view in a manner that is architecturally consistent with the rest of the building to the satisfaction of the Community Development Director.
22. All trash areas must meet the following Structural or Treatment Control BMP requirements. Trash areas must have drainage from adjoining roofs and pavement diverted around the area. Trash containers areas must be screened or walled to prevent offsite transport of trash provide Proof of Ongoing BMP Maintenance. LAMC will be required to implement and maintain Structural or Treatment Control BMP's in project plans. LAMC shall provide verification of maintenance provisions to the City of Los Alamitos on an annual basis and shall conduct regular inspections of its treatment BMPs. All trash storage loading service maintenance and mechanical equipment areas in public view from within or outside the medical campus shall be screened by a solid masonry fence or wall of minimum height 6 feet subject to the satisfaction of the Community Development Director.

23. The trash enclosure must be included on construction plans submitted for building permit and are subject to review and approval of Community Development Director. The trash enclosure must be covered.
24. A landscape plan indicating plant types and sizes shall be submitted to the Community Development Department as part of the required Site Plan submittal for each phase prior to issuance of building permits. The landscape plan shall include an automatic irrigation system and shall be prepared by a licensed Landscape Architect. All landscaping material shall be maintained in a neat and orderly manner and shall comply with the City's Water Conservation Ordinance.
25. The parking structure shall be constructed with screening walls of sufficient height to block spill light from vehicle headlights.
26. Waste management and material pollution BMPs for control of pollutants associated with the storage of construction materials and construction activities may include the following:
 - a. Materials will be stored either off site or under cover. Hazardous materials will be stored in contained areas
 - b. Selection of less environmentally detrimental materials will be used where feasible and practical.
 - c. Stockpiles will be minimized and covered to prevent leaching of potential chemicals and sediment.
 - d. Spill Prevention and Control will be implemented to prevent contamination of soil or water with construction and equipment operations chemicals.
 - e. Hazardous chemicals used in construction will be disposed of in accordance with hazardous waste materials management regulations.
 - f. Contaminated Soil Management- Soil found to exhibit signs of pre-existing contamination will be tested and disposed of as required based on level of contamination. No contaminated soil will be brought on site and used as fill material

ENGINEERING

27. All required Engineering plans and studies shall be prepared by a Registered Professional Engineer or applicable utility provider, and submitted to City Engineer for review and approval.
28. Prior to the start of work, the applicant shall obtain a City approval for all work in the public right-of-way. All work shall be done in accordance with Orange County Public Works Department Standards, and/or otherwise specified, to the satisfaction of the City Engineer and completed prior to issuance of the certificate of occupancy.

29. Approval of this project shall be subject to the requirements of (and all improvements shall be constructed in accordance with) the Los Alamitos Municipal Code, the Orange County Public Works Department Standard Specifications and Standard Plans.
30. The applicant shall submit for review and approval from the City Engineer from the applicable service providers for sewer and water, the following reports.
 - a. A Master Utilities Plan, supported by calculations, that includes the specifics on sewer, water, drainage and storm drain that will serve the entire project.
 - b. The Master Utility Plan shall include a preliminary drainage study of the project including diversions, off-site areas that drain onto and/or through the development, and justification of any diversions and how the map grading, in conjunction with the drainage conveyance systems including applicable swales, channels, street flows, catch basins, storm drains, and flood water retarding, will allow building pads to be safe from inundation from rainfall runoff which may be expected from all storms up to and including the theoretical 100-year flood. Master plan shall also provide evidence to the City Engineer that the grading and development produces no overloading of downstream systems, grading a development shall balance tributary drainage areas to reflect existing conditions and prove, with an appropriate hydrological and hydraulic study, that downstream systems will not be overburdened, and that hazardous conditions are non-existent. The calculations shall include a drainage basin map showing basin limits and area in acres, hydrology and system hydraulic calculations, pipe size calculations, inlet capacity calculations, and other information necessary to support the proposed design. Storm drains will be sized to carry the flows generated by the design storm per County of Orange Standards. The storm drain system design calculations shall show that the pipes have a self-cleaning minimum velocity of three feet (3') per second when flowing half full (Design Manual Concrete Pipe, Page 7 and Caltrans Highway Design Manual, Page 830-15). Hydrologic and hydraulic calculations demonstrating adequate site drainage from a 10-year return frequency storm (25-year frequency in sump areas) prepared by a Registered Civil Engineer shall be submitted with the Grading Plan. City Engineer is authorized to use 2010 EIR hydraulic study if applicable.
 - c. Master Utilities Plan shall address the need if any for upsizing of existing sewer and water utilities necessary to provide service to the development.
 - d. A geotechnical report for the review and approval of the Director of Community Development and City Engineer. The report shall include the information and be in a form as required by the Grading Ordinance. The report shall include a section on soils analysis verifying that on-site soils are suitable for the proposed development. These studies shall include assessment of potential soil-related constraints and hazards such as slope instability, settlement, liquefaction, and related seismic impacts. The studies shall include specific mitigation measures, addressing all identified geotechnical constraints, in accordance with the Uniform Building Code and relevant city grading and subdivision ordinances. Proof of completion of any

required remediation shall be provided prior to completion of the grading and acceptance of the grading improvements. The applicant shall comply with all requirements of the Rossmoor/Los Alamitos Area Sewer District for sewer connections and sewer improvements and Golden State Water District for connections and water improvements.

- e. A Stormwater Pollution Prevention Plan. All recommendations shall including Best Management Practices (BMPs) shall be implemented to the maximum extent possible. Evidence that proper clearances have been obtained through the State Water Resources Control Board (SWRCB), including coverage under the NPDES statewide General Storm Water Permit for construction activities, shall be given to the City prior to issuance of any grading permits. On-site drainage shall be in compliance with the National Pollutant Discharge Elimination system (NPDES) guidelines to the satisfaction of the City Engineer. The applicant shall be responsible for filing a Notice of Intent and for filing the appropriate fees pursuant to the National Pollution Discharge Elimination System (NPDES) program.
31. The Applicant is responsible for all coordination with utility companies and the design of all utility service installations that are required to serve the project, including utility layout, design and costs associated with any necessary facilities upgrades, revisions, relocations and/or extensions. The Applicant shall relocate or underground any overhead utilities that conflict with the new improvements.
32. The applicant shall produce evidence acceptable to City of Los Alamitos, that:
- a. All construction vehicles or equipment fixed or mobile, operated within 1,000 feet of dwelling shall be equipped with properly operating and maintained mufflers.
 - b. All operations shall comply with Division 6 (Noise Control) of the Codified Ordinances of the County of Orange as adopted by the City of Los Alamitos.
 - c. Stockpiling and/or vehicle staging areas shall be located as far as practicable from neighboring property owners.
 - d. The construction disturbance "footprint" shall be kept as small as possible.
 - e. Truck idling shall be prohibited for periods of longer than 10 minutes.
 - f. Off site hauling operations shall be prohibited during rush hours unless approved by the City.
 - g. Staging areas shall be placed as far as practical from sensitive receptors.
 - h. Construction equipment shall be maintained in peak operating conditions to reduce emissions.

Notations in the above format, appropriately numbered and include with other notations on the front sheet of grading plans, will be considered as adequate evidence of compliance with this condition.

33. If applicable, as determined by the City Engineer for off-site hauling of export or import, prior to the issuance of the grading permit, the applicant shall prepare a traffic control plan for approval by the City Engineer. The traffic control plan shall address, to the City's satisfaction, the following issues (at a minimum):
- a. A haul routing plan that identifies routes to be used.
 - b. The destination of the export earth materials.
 - c. The types of haul vehicles to be used (including load capacity and total weight).
 - d. Days and hours of hauling operation.
 - e. The placement of truck entry points, and the placement of truck exit points with all-weather access improvements.
 - f. A plan specifying the traffic safety measures proposed to minimize conflicts with non-project traffic including the number and placement of flag persons, the number and placement of temporary signals and signs, limitations on turning movements, and any other methods determined necessary by the City of assure safe traffic flow.
 - g. That the all weather surface access road be monitored, maintained and repaired for the full period the project. At each truck exit point the applicant (or contractor) shall provide an all-weather access comprised of no less than 300-feet of decomposed granite. All trucks will be required to pass over the entire length of the all weather access prior to exiting the site. The all-weather access shall be addressed as an element of the Traffic Control Plan.
34. Each grading permit shall include evidence that the applicant will comply with all relevant South Coast Air Quality Management District (SCAQMD) regulations, including Rule 402 (requiring that offsite dust be controlled to avoid nuisance impacts) and Rule 403 (restricting construction emissions). Included among Rule 403 requirements are the following:
- a. Moisten soil prior to grading.
 - b. Water exposed surfaces at least twice daily, with more frequent watering when winds exceed 25 miles per hour (mph).
 - c. Use a soil conditioner on exposed earth to minimize erosion potential.
 - d. Wash mud-covered tires and undercarriages of trucks leaving the construction site.
 - e. Provide street sweeping as needed to remove dirt from public roadways adjacent to the construction area.
 - f. Suspend grading operations when winds exceed 25 mph.

- g. Provide permanent sealing of all graded areas as soon as practical after grading.
35. The applicant shall be required to repair and/or replace any damaged public improvements fronting the project resulting from project construction.
36. Prior to the issuance of the first grading permit, the applicant shall submit a construction phase erosion and sediment control plan reviewed and approved by the City Engineer.
37. The following items related to public street frontage shall be installed by the Applicant and shown on the improvement plans or completed prior to approval of the plans:
- a. All existing curb return pedestrian ramps that do not meet ADA standards shall be removed and replaced with ramps conforming to the current ADA and City Public Works Standards.
 - b. The improvement plans shall include a Public Street Repair Plan (showing the repair details and limits of repair) for all improvement installations that will result in the cutting, demolition, destruction, etc. of any existing improvements within the public right of way including but not limited to the installation of curb, gutter, sidewalk, utilities (water, sewer, storm drain, electrical, cable TV, telephone, etc.). This plan shall be updated during the construction process as necessary to reflect any unanticipated street repairs. Associated with said plan are the following requirements:
 - i. The Applicant shall resurface the existing street pavement whenever a street is cut, either by a longitudinal or transverse cut, for utility or other improvement installations. The resurfacing shall extend a sufficient distance beyond any cut to ensure a smooth transition and shall consist of either a 1 inch asphalt concrete overlay, or petromat with a minimum 1 ½ inch asphalt concrete overlay, depending upon the extent of the proposed pavement cuts and the condition of the existing pavement section, as determined by the City Engineer. Applicant shall also provide digouts and reconstruction of any potholed and/or alligatored areas. Installation of street paving by the Applicant shall include reconstruction of the existing pavement section as required to provide adequate conforms. The limits of such reconstruction shall be reviewed by the Development Engineering Division and approved by the City Engineer as part of the construction plan review.
 - ii. Any unanticipated street cuts or other street repair items that become evident following improvement plan approval shall be included by way of revisions to the Street Repair Plan.
38. Traffic control signs and pavement markings shall be installed at the project driveways. Such improvements shall be shown on the improvement plans and reviewed and approved by the Traffic Engineering Division.

39. The following items related to on-site access and circulation shall be installed by the Applicant and shown on the improvement plans or completed prior to approval of the plans:
 - a. All curb frontages intended for no parking shall be painted red and posted with signs (R26F - No Stopping Fire Lane) as required by the Fire Department.
 - b. The Applicant shall pave all required onsite parking areas and drive aisles thereto in conformance with the minimum City of Los Alamitos standard structural section standard (equivalent to a minimum 3 inches of Asphalt Concrete over 10 inches of Class II aggregate Base material).
40. The following items related to grading and drainage shall be shown on the improvement plans or completed prior to approval of the plans:
 - a. The grading plans provided by the Applicant for review shall include the existing topography shown with contour line labeled at one foot intervals and extending a minimum of 100-feet beyond the limits of the site, or a sufficient distance to indicate impacts on adjacent properties.
 - b. The grading and drainage plan shall include a design that allows for a 100-year overland release with all finish floor and garage slab elevations a minimum of one foot above the 100-year overland release elevation.
 - c. On-site storm drains, outside of City right-of-way, shall be made of SDR-35 plastic or reinforced concrete pipe.
41. In accordance with the NPDES Construction General Permit the Applicant shall incorporate water quality Best Management Practices (BMP's) into the project construction process. The improvement plans shall include an erosion control plan and a list of BMP's and construction notes that will be incorporated into the construction process as water quality measures as follows:
 - a. The contractor shall manage the construction activities; and handle, store and dispose of all hazardous and non-hazardous waste in a manner that eliminates or minimizes (to the maximum extent practicable) the discharge of pollutants (e.g. motor oil, fuels, paints/stains and solvents, asphalt products, concrete, herbicides and pesticides, etc.) to the storm drains, ground water, and/or waterways.
 - b. The contractor shall incorporate spill prevention and cleanup measures into the construction operation. All discarded materials shall be removed from the site and disposed of at an approved disposal facility. The contractor shall incorporate protected and designated equipment cleanup and fueling areas into the construction operation.
 - c. The project property owner shall pay all cleanup, testing, disposal and City administrative costs associated with the discharge of pollutants into the storm drains and/or waterways as a result of the project construction activity.

- d. The project Storm Water Pollution Prevention Plan is to be available at the construction site. The contractor and project property owner are responsible for insuring that all individuals involved in the construction process have access to the SWPPP and are educated in the plan content details and their particular responsibilities within the plan.
42. Post Development measures (BEST MANAGEMENT PRACTICES (BMP'S)) into the project design to mitigate project impacts to water quality.
 - a. The post-construction BMP's shall be shown on the project improvement plans.
 - b. The Applicant shall prepare and submit a Stormwater Runoff Management Plan per "Post Construction Storm Water Pollution Prevention" standards.
 - c. The post construction BMP measures shall be installed by the Applicant and designed and sized by a registered civil engineer in accordance with the City's adopted PCSWPP Standards and an accepted design method such as that which is outlined in the "California Storm Water Association BMP (CSWA-BMP) Handbook". The design and calculations are to be reviewed and approved by the City Engineer.
 - d. The project post-construction BMP's shall include but not be limited to the applicable items listed in the City Council adopted PCSWPP Standards and Attachment 4 of the State General Permit.
43. The following items shall be shown on the improvement plans or completed prior to approval of the plans:
 - a. The improvement plans shall include a Joint Trench Plan.
 - b. The improvement plans shall include a Construction Traffic Control Plan.
 - c. The Applicant shall provide an accessible route of travel from the fronting sidewalk to the buildings. The site Development and grading shall be designed to provide access to all entrances and exterior ground floor exits, and access to normal paths of travel, and where necessary to provide access, shall incorporate pedestrian ramps, curb ramps, etc. The accessible route of travel shall be the most practical direct route between accessible building entrances, accessible site facilities and the accessible entrance to the site per CBC 1127B. All proposed accessible routes of travel shall be identified on the improvement plans.
 - d. For trenching within existing roadway areas, the Applicant's engineer shall ascertain the location of all underground utility systems and shall design any proposed subsurface utility extensions to avoid disrupting the services of such systems. This data shall be shown on the improvement plans.
 - e. The Applicant shall connect the project to the Los Alamitos Sanitation District for sanitary sewer service. Sewer services shall be shown on the improvement plans and shall be installed in accordance with County of Orange standards.

44. Prior to the issuance of each grading permit, whichever occurs first, the applicant shall in a manner meeting the approval of the Public Works Director/City engineer dedicate any and all easements necessary including easements for all utilities located in Kaylor Street to the City of Los Alamitos.
45. As part of Phase 2 improvements, Applicant shall replace the intersection of Kaylor Street and Katella Avenue and the intersection of Kaylor Street and Catalina Street with a commercial drive approach per Orange County PF & RD Standard Plans. Vacation of the street shall be in accordance with the procedures set forth under the California Streets and Highways Code.
46. Applicant shall close any not utilized existing drive approaches along the entire frontage of the project by constructing full height curb and gutter per APWA Standard Plans.
47. Prior to issuance of any permit related to the Courtyard or Patient Care/Hospital Building 1, applicant shall satisfy all requirement of the City Engineer related to the vacation of Kaylor.
48. Prior to issuance of a building permit for the project the Applicant shall submit documentation to the City Engineer for review and approval that indicates that the following items have been addressed:
 - a. All required improvements shall be completed by the Applicant prior to occupancy and establishment of the use. To guarantee completion of the improvements, the Applicant shall enter into an agreement with the City and provide a security acceptable to the city prior to issuance of any building permit. An agreement will not be required if the Applicant completes all of the required improvements to the satisfaction of the City Engineer prior to issuance of the building permit.
 - b. The Applicant shall furnish proof satisfactory in form to the City Attorney of the acquisition of all rights of entry, permits, easements, etc., necessary to construct the project or to satisfy required project mitigation measures and/or conditions prior to issuance of a building permit for the applicable building.
 - c. The property owner shall enter into a long term maintenance agreement with the City of Los Alamitos approved both as to form and substance by the City Attorney and City Engineer for long term maintenance, financing and monitoring for the post construction storm water best management practices that are incorporated as part of the project.
 - i. The agreement shall include a detailed outline of responsible parties, inspections, maintenance procedures, monitoring documentation and annual reporting to the City Public Works Department, and procedures for administration and oversight.
 - ii. The agreement shall be recorded prior to issuance of the building permit. The agreement must provide for the perpetual maintenance and replacement of the improvement as well as appropriate

provisions relating to enforcement options, the right of the City to access the property to perform work, the right of the City to recover its costs, indemnification and enforcement provisions, as well as any other provisions deemed necessary or convenient to accomplish the City's objectives. The City of Los Alamitos shall either be a signatory to the agreement or a third party beneficiary to the agreement with the right but not the obligation to enforce the obligation and secure attorney's fees for legal counsel to enforce such obligations.

49. Prior to issuance of a certificate of occupancy for each structure the Applicant shall submit documentation to the Building Division for review and approval that indicates that the following items have been completed as reviewed and approved by the Development Engineering Division:
 - a. All onsite and offsite improvements shall be installed prior to occupancy.
 - b. The improvements identified on the Public Street Repair Plan shall be completed.
 - c. Installation of street paving by the Applicant shall be completed and shall include reconstruction of the existing pavement section as required to provide adequate conforms. The limits of such reconstruction shall be reviewed by the Development Engineering Division and approved by the City Engineer as part of the construction plan review.
 - d. The Applicant shall submit to the Development Engineering Division all improvement plans in digital auto-cad format, compatible with the City's current version, and tied to the City's coordinate system for all storm drain facilities, water lines, lot lines, sanitary sewer lines, sidewalks and streets. Auto-cad files shall be updated for as-built information and submitted to and approved as complete by the Development Engineering Division prior to occupancy.
50. Prior to occupancy all newly installed assemblies must be tested in accordance with local ordinances before they are put in service.
51. A bypass meter shall be supplied by and be the property of Golden State Water Company.

FIRE

52. In conjunction with the City's requirement for Site Plan Review, all building plans shall be submitted to OCFA for review.
53. Prior to the issuance of any building permits, the applicant shall submit a fire hydrant location plan to OCFA for review and approval.
54. Prior to the issuance of any certificate of occupancy, all fire hydrants shall have a blue reflective pavement marker indicating the hydrant location on the street as

approved by the fire chief, and must be maintained in good condition by the property owner.

55. Proper to the issuance of any building permits, the applicant shall provide evidence of adequate fire flow. The "Orange County Fire Authority Water Availability for Fire Protection" form shall be signed by the applicable water district and submitted to the Fire Chief for approval.
56. Prior to the issuance of a building permit, the applicant shall submit plans for any required automatic fire sprinkler system in any structure to the Fire Chief for review and approval. Please contact the OCFA at (714) 573-6100 to request a copy of the "Orange County Fire Authority Notes for New NFPA 13 Commercial Sprinkler Systems."
57. Prior to the issuance of a certificate of occupancy, any required sprinkler system shall be operational in a manner meeting the approval of the Fire Chief.
58. Prior to the issuance of a building permit, plans for the fire alarm system (if over 100 sprinklers installed) shall be submitted to the Fire Chief for review and approval. Contact OCFA at (714) 573-6100 or visit the OCFA website to obtain a copy of the "Guidelines for New and Existing Fire Alarm Systems."
59. Any required fire alarm system shall be operational prior to the issuance of a certificate of occupancy.
60. Prior to the issuance of any building permits, the applicant shall obtain approval of the Fire Chief for all fire protection access roads to within 150 feet of all portions of the exterior of every structure on site. Please contact OCFA at (714) 573-6100 or visit the OCFA website to obtain a copy of the "Guidelines for Emergency Access."

City of Los Alamitos

Agenda Report Discussion Items

February 7, 2011
Item No: 9B

To: Mayor Kenneth Stephens & Members of the City Council

Via: Jeffrey L. Stewart, City Manager

From: Steven A. Mendoza, Community Development Director

Subject: Consideration to Dissolve General Plan Subcommittee, Create Ad Hoc General Plan/Downtown Revitalization Plan Subcommittee and Dissolve Los Alamitos School District/City Working Group

Summary: During the regular City Council Meeting of January 3, 2011, the City Council made a number of committee and ad hoc subcommittee appointments. During discussion of this item, the City Attorney expressed concern that the proposed "Advanced Planning Ad Hoc Committee" might not meet the test of a true ad hoc committee, as defined by the Brown Act. Accordingly, that appointment was tabled for clarification. Staff recommends the dissolution of the General Plan Subcommittee, the formation of an Ad Hoc General Plan/Downtown Revitalization Plan Subcommittee that will sunset on December 31, 2011. The subcommittee would be charged with examining and making recommendations to the City Council with regard to issues related to the General Plan update project and issues related to the Downtown Revitalization Project, as they might potentially impact the General Plan update. Additionally, upon reviewing the City's standing ad hoc committees, it is possible that the Los Alamitos School District/City Working Group also may not meet the Brown Act scrutiny because there is not a specific "sunset" on the Working Group's activities. Staff recommends that the City Council also dissolve that ad hoc subcommittee.

Recommendation:

1. Dissolve the General Plan Subcommittee; and,
2. Establish the General Plan/Downtown Revitalization Plan Ad Hoc Subcommittee with oversight of the Downtown Revitalization Project to sunset on December 31, 2011; and,
3. Appoint two members of the City Council to the newly established General Plan/ Downtown Revitalization Plan Ad Hoc Subcommittee; and,
4. Dissolve the LAUSD/City Working Group; and,
5. Alternatively, discuss and take other action related to this item.

Background

During the January 3, 2011, meeting, the City Council requested an item be placed on the agenda to alter the General Plan Subcommittee to better address how it relates to the Downtown Revitalization Project. In order to accomplish such, staff is recommending Council dissolve the previously established General Plan Subcommittee, create a new subcommittee, and appoint two Council Members.

Staff recommends the development of new ad-hoc subcommittee to provide oversight to the City's General Plan including oversight of the Downtown Revitalization project. This would allow for a broader scope than the General Plan Subcommittee. It would also allow the subcommittee to advise the Council on additional issues over which the current subcommittee currently has no authority. The benefit of having a broader scope would permit involvement in the General Plan, including the Downtown Revitalization Project. It is recommended that this ad hoc subcommittee, if formed, cease activities and "sunset" on December 31, 2011.

Upon review of other Council appointments to ensure that the City has not inadvertently created an ad hoc committee that is ongoing in nature, it appears that the Los Alamitos Unified School District/City Council Working Group Committee does not have a specific sunset and may have served its purpose. Accordingly, staff recommends that the City Council cease participation in that subcommittee and work with the LAUSDS in forming a working group format that will withstand Brown Act scrutiny.

Fiscal Impact

There are no costs related to the creation of a new subcommittee. Subcommittee meetings will incur costs if consultants are utilized such as engineering or traffic advisors.

Submitted by:



Steven A. Mendoza
Community Development Director



Jeffrey L. Stewart
City Manager

City of Los Alamitos

Agenda Report Discussion Items

**February 7, 2011
Item No: 9C**

To: Mayor Kenneth Stephens & Members of the City Council

From: Jeff Stewart, City Manager

Subject: Consideration of Membership in the Association of California Cities – Orange County

Summary:

The League of California Cities (State League) is a long standing formal association of cities that provides legislative advocacy, professional development and education services for member cities. The Orange County Division (OC Division) is the local regional subset of the State League. In addition, many years ago, the cities in Orange County created an “overlay” to the standard Orange County Division, assessed themselves the amount necessary to support additional staff and services. Those additional services largely define what local cities have come to know as the Orange County Division of the League. Due to the decision of several OC Division member cities to withdraw from membership from the State League and the OC Division “overlay,” the OC Division has been rendered incapable of providing a full range of membership services. In response, OC Division elected officials created a new 501(c)(3) organization called the Association of California Cities – Orange County. The new Association would provide the same services and programs provided previously by the OC Division, but would be legally and financially separate from the State League. Should the City Council choose to join the new Association of California Cities – Orange County, it is recommended that it discontinue the City’s current relationship with the Orange County Division and allocate the membership dues toward affiliation with the new organization.

Recommendation:

- 1) Discontinue the City’s membership in the Orange County Division of the League of California Cities and join the Association of California Cities- Orange County;
- 2) Discuss and potentially take action to withdraw from the League of California Cities, State League;
- 3) Alternatively, discuss and take other action related to this item.

Background and Discussion

Currently, the State League is divided into sixteen Regional Divisions. The local Regional Division is the Orange County Division (OC Division) of the League. The OC Division is the only division with a full-time staff and a separate dues structure paid by its member cities. The additional dues are paid to the State League and employees of the Division are considered employees of the State League. Over the past several

months, at least eight (8) Orange County Cities have chosen to discontinue affiliation with the State League, and twenty-four (24) have withdrawn from OC Division "overlay." Four of the cities who have discontinued membership in the State League, Anaheim, La Habra, Orange and Santa Ana, account for approximately \$139,000 of the OC Division budget. Because those cities dropped their membership, the State League has determined that they may not participate in the formal activities of the OC Division or pay dues to the division. That loss of revenue, coupled with an additional loss of \$117,000 annually in memberships dues from the remaining cities who may withdraw from the OC Division has rendered the OC Division unable to maintain staff and provide services.

In an effort to fill that void, elected officials in the OC Division have formed the Association of California Cities – Orange County. The Association is a new 501(c)(3) that would essentially mirror the services and programs of the OC Division. However, the new entity would be financially and legally separate from the State League. A summary of the new Association has been attached as Exhibit A.

The Articles of Incorporation, attached as Exhibit B, establish the Association of California Cities – Orange County as a California Public Benefit Corporation organized and operated with the meaning of Section 501(c)(3) of the Internal Revenue Code. The stated purposes of the Association are to serve and represent its members by providing education, information, legislative and advocacy services. It is expected that legislative advocacy will not constitute significant portion of the Association's activities and that the organization would be prohibited from supporting or opposing political candidates.

The By-Laws of the Association have been attached as Exhibit C and are similar to the by-laws for the OC Division. However, minor amendments have been made to delete references to the State League and the responsibilities of the Regional Division of the State League. The purposes and functions are as follows:

1. To advocate on behalf of its members the preservation and enhancement of local control.
2. To hold periodic meeting of elected officials to foster and disseminate knowledge relating to municipal government by all appropriate means and generate greater interest and more active civic consciousness among the members.
3. To hold periodic meetings of city officials for the discussion of municipal issues for the purposes of promoting governmental efficiency and reducing the cost of government.
4. To formulate policy and advocate the common policies of its members on local, regional, state and national interests to its members.
5. To seek advisory votes from its members on specific policy matters.

Provisions of the by-laws relative to Association Officers, Duties of Officers, Meetings and Committees are identical to the by-laws governing the OC Division.

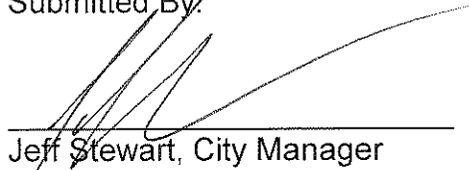
Staff recommends that the City Council approve the City's affiliation with the Association of California Cities. Memberships dues for the new entity would be \$7,248.00. That is the same amount paid by the City last year.

One additional decision the Council may wish to consider is withdrawing from the State League. As indicated above, eight (8) Orange County cities have chosen to do so. The City has not been invoiced by the League for the current year. However, the invoice is expected to arrive soon and will be approximately \$5,500.00. In previous years, the City Council has discussed this issue, but chose to retain its membership because it was necessary in order to participate in OC Division activities. Membership in the State League is not a necessary precursor to affiliating with the Association of California Cities – Orange County.

Fiscal Impact

Membership in the Association of California Cities – Orange County would be \$7,248.00 for 2011. Membership in the State League is approximately \$5,500 for the coming year.

Submitted By:



Jeff Stewart, City Manager

Attachments: *Exhibit A – Summary of the Association of California Cities – Orange County*
Exhibit B – Articles of Incorporation – Association of California Cities
Exhibit C – By-Laws for the Association of California Cities – Orange County
Exhibit D – Summary of OC Cities Membership Status



The hub for good public policy in Orange County

- What is it? A California non-profit association of Orange County cities formed to advocate on behalf of its members for local control and to be the hub for good public policy for Orange County elected officials.
- What does it do? Holds monthly dinner meetings to facilitate communication between its member cities, ad hoc and committee collaboration on projects of mutual benefit, and timely educational programs of interest to its members. Provides other educational events and collaborative forums to address problems of a regional nature in a manner that preserves the highest degree of local control and flexibility.
- What does it cost? Member cities pay the same amount in dues that they paid last year to the Orange County Division, League of California Cities. Cities are offered a 10% discount on membership dues for purchasing a two year membership option.
- Can I join both AOCC-OC and the League of CA Cities? Yes. You may choose to be a member of ACC-OC, the State League, or both. Dues will be paid separately.
- Why should I join? The ACC-OC will provide a broad range of benefits to elected officials and their member cities. In particular, the ACC-OC will offer (1) important educational and collaborative opportunities from a uniquely Orange County perspective, (2) a collective voice for Orange County cities without the requirement of paying two sets of dues, (3) the ability to either support or oppose positions taken by the State League without the internal conflict that arises in the current structure and (4) a better opportunity to leverage partnerships and seek nonprofit funding not presently available. The ACC-OC will provide top quality educational, collaborative and policy resources to members while focusing specifically on Orange County issues.

600 South Main Street, Suite 940, Orange, CA 92868

(714) 953-1300

www.accoc.org

**Articles of Incorporation
of the
Association of California Cities
a California Public Benefit Corporation**

ONE: The name of this corporation is the Association of California Cities.

TWO: This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes. The specific purposes for which this corporation is organized are to serve and represent its members by providing education, information, legislative and advocacy services.

THREE: The name and address in the State of California of this corporation's initial agent for service of process is Robert Ming, 5 Fairlane Road, Laguna Niguel, CA 92677.

FOUR: (a) This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

(b) Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (1) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or (2) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

(c) No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of, or in opposition to, any candidate for public office.

FIVE: The names and addresses of the persons appointed to act as the initial directors of this corporation are:

SIX: The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of the organization shall ever inure to the benefit of any director, officer, or member thereof or to the benefit of any private person.

On the dissolution or winding up of the corporation, its assets remaining after payment of, or provision for payment of, all debts and liabilities of this corporation, shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for charitable purposes and which has established its tax-exempt

status under Section 501(c)(3) of the Internal Revenue Code.

Date: _____

, Director

We, the above-mentioned initial directors of this corporation, hereby declare that we are the persons who executed the foregoing Articles of Incorporation, which instrument is our act and deed.

**Bylaws
of**

ASSOCIATION OF CALIFORNIA CITIES – ORANGE COUNTY

A California Public Benefit Corporation

ARTICLE I

Section A: Name

The name of this organization shall be: "Association of California Cities – Orange County."

ARTICLE II – Purpose

Section A: Composition

The Association of California Cities – Orange County, shall be composed of each municipal corporation within the County of Orange which pays such dues assessment as may be determined by the Association.

Section B: Purposes and Functions

The purpose and functions of this Association shall be:

1. To advocate on behalf of its members the preservation and enhancement of local control.
2. To hold periodic meetings of city officials to foster and disseminate knowledge relating to municipal government by all appropriate means and to generate greater interest and more active civic consciousness among the members.
3. To hold periodic meetings of city officials for the discussion of municipal issues for the purposes of promoting governmental efficiency and reducing the cost of government.
4. To formulate policy and advocate the common policies of its members on local, regional, state and national issues of interest to its members.
5. To act as an information clearinghouse for any information of value and relevance to member cities.
6. To seek advisory votes from its members on specific policy matters, according to the process included in Article VI, Section C.

ARTICLE III – Membership

Section A: Eligibility

Any incorporated city in Orange County is eligible for membership.

The Board may allow government or municipal agencies that are not member cities to join the Association as an Affiliate. Affiliate Members will not have voting rights.

Section B: Representatives

The membership of the Association shall be represented therein by the municipal elected officers of member cities. Active participation in the deliberations of the Association and a vote of any question shall be confined to member municipalities whose membership has not been suspended.

Section C: Suspension

Any municipality which is in arrears in payment of its dues assessment, as has been adopted by the Association, for a period of 90 days shall automatically be deemed suspended from membership, including all associated privileges including voting rights. It shall be the duty of the Association Chief Executive Officer to notify said city immediately.

Section D: Reinstatement

A member city that has been suspended for non-payment of dues assessment to the Association, or that relinquishes membership by choice for a period of more than 90 days, shall be reinstated to membership only after the city's total dues assessment has been paid to the Association for the current year of suspension in which non-membership occurred. Exceptions to this policy may be considered by the Association Board of Directors on a case by case basis.

Section E: Notices

Notice will be deemed given to all member cities and council members three days after mailing of the notice by USPS (United States Postal Service), first-class, postage pre-paid, or upon facsimile to the clerk of each city, with electronic receipt confirmation received, or upon hand delivery to the clerk of each city, or via email, whichever method should be selected by the sender and/or, if multiple methods are selected, whichever should occur first.

ARTICLE IV – Officers

Section A: Board of Directors

The affairs of the Association shall be conducted by a Board of Directors. The Board of Directors of the Association shall consist of the President, the First and Second Vice Presidents, Immediate Past President, the Chair of the Legislative Committee, three large city representatives and five district representatives. The Chair of the City Managers' Committee shall serve as non-voting ex officio members of the Board of Directors.

Section B: Executive Committee

An Executive Committee will be comprised of the President, First Vice President, Second Vice President, the Legislative Committee Chair, and the Immediate Past President, providing he/she is still in office.

Section C: Elections of Association Board Members

Election of the President, First Vice President and Second Vice President, and Legislative Committee Chair shall be held in the month preceding the League of California Cities annual meeting. The selection of the three large city representatives and five Supervisorial district representatives shall take place at least one month before the election of officers at the General Meeting. The eight largest member cities shall select the three large city representatives, while the cities in each of the five Supervisorial districts shall select one representative per district to the Board of Directors. The three large city representatives shall be elected prior to the five Supervisorial district representatives. For the three large city and five district positions, no city shall have more than one representative elected to the Board of Directors.

Section D: Terms and Vacancies

The President, Vice Presidents, Chair of the Legislative Committee, shall serve a term of one (1) year. The three large city representatives and five district representatives shall serve staggered terms of two years until their successors are elected. [See attached addendum for specific term information.]

Section E: Nominations

A nominating committee, comprised of one member from each County Supervisorial District, shall be appointed by the President and confirmed by the Executive Committee immediately following each year's election process, to identify and cultivate candidates for next year's election. The Association's 2nd Vice President chairs the Nominations Committee.

ARTICLE V – Duties of Officers

Section A: President

It shall be the duty of the President to preside at the meetings of the Association and the Board of Directors, and to perform such other duties as ordinarily pertain to the office of President.

Section B: Vice Presidents

The First and Second Vice Presidents shall assume, in order, the duties of the President during the absence of the President.

Section C: Large City and District Representatives

The large city and district representatives shall represent the membership of the Association and assume duties as assigned by the President.

Section D: Chair of the Legislative Committee

It shall be the duty of the Chair of the Legislative Committee to preside at the meetings of the Legislative Committee.

Section E: The Board of Directors shall:

1. Meet when called by the President to plan and coordinate the business and proposed activities to be brought before the Association.
2. Prepare and present the annual budget to the membership for approval.
3. Establish and conduct a recruitment process for the position of Association Chief Executive Officer, and appoint or remove the Association Chief Executive Officer as it deems necessary or appropriate from time to time. The Chief Executive Officer has the authority to recruit, hire and terminate all other Association staff, as necessary, to carry out the work of the Association.
4. Solicit and nominate individuals to represent the Association on various bodies as defined in Article IX, Section A of these Bylaws.
5. Appoint the standing committees as defined in Article IX, Section A, of these Bylaws.
6. Appoint temporary and on-going task forces and committees as necessary.
7. Have the authority to act on behalf of the Association on matters of concern, including legislative and policy matters subject to approval of the Association at its next regular meeting, or through the variety of member feedback mechanisms.

Section F: Executive Committee

The Executive Committee shall be responsible for working with the Association Chief Executive Officer on setting the Board of Directors monthly meeting agenda items, identifying policy issues that need attention by the full Board, and may meet more frequently with the Chief Executive Officer to review and discuss current issues and administrative matters, and confirming the nominations of the President.

ARTICLE VI – Meetings

Section A: Regular

Regular meetings of the Association shall be held monthly, on the second (2nd) Thursday of each month, whenever possible.

Section B: Special

Special business meetings of the Association may be held at any time upon call of the President or upon petition of 25 percent of the member cities in good standing. No such special business meeting may be legally held, however, unless written notice thereof is given to the member municipalities at least 72 hours in advance of such special meeting. Such notice shall specify the time, place and purpose of such special meeting, and no other business shall be transacted except that for which said meeting is called.

Section C: Association Member Polling

In an effort to maintain Association focus on common issues for member cities, from time to time the, Association Board may decide to poll its members on key legislative and policy

matters that affect member cities. Such policy matters shall be agendized for a vote of the current member cities at a business meeting of the Association. If such a meeting is required to be expedited, the Association will provide 10 days notice of special business meeting to current Association members. An affirmative vote of two-thirds (2/3) of member cities will be required for the Association to take a position on such a matter. The Association will not take positions on political matters such as partisan issues or ballot initiatives.

Section D: Quorum

A majority of the member cities shall constitute a quorum for the transaction of business at any meeting of the Association.

Section E: Voting

1. A majority of the member cities present may act on any issue properly coming before any business meeting of the Association.
2. Each member city shall have one vote. The vote shall be cast by the Mayor of each member city, or his/her Council Member designee, confirmed in writing and delivered to the Association prior to the vote.
3. When taking positions on legislative matters and/or adopting the State and Federal Legislative Platforms, a weighted voting system may be used at the request of any member city prior to the vote. The weighted voting system shall require that a majority of member cities present at the meeting representing a majority of their total population will be required to act on the issue before the Association.
4. There shall be no secret ballots.

Section F: Minutes

Minutes for Association business meetings will be approved at the following business meeting by a majority vote of member cities present.

Section G: Procedure

The conduct of meetings shall be governed by Robert's Rules of Order where the question at issue is not determined by these Bylaws.

ARTICLE VII – Finances

Section A: Retention of Financial Professional

The Board of Directors and Association Chief Executive Officers, shall work together to secure appropriate financial professionals to oversee and maintain bookkeeping, financial reporting, tax filings and auditing functions for the Association.

Section B: Audit

Each year the Board of Directors and Association Chief Executive Officer shall engage an independent auditor to compile and/or review financial records of the preceding fiscal year and report the findings to the Board of Directors.

Section D: Budgeting

Annual dues shall be approved by the Board of Directors first, and then put to a vote of the membership before dues invoices are issued.

Section E: Dues

Annual dues assessments shall be due and payable by January 1 of each year.

Section F: Fiscal Year

The fiscal year of the Association shall be from January 1 to December 31 of each year.

ARTICLE VIII – Standing Committees

Section A: Budget Committee

The Association Executive Committee, or its designees, shall serve as the Budget Committee and shall prepare and present the annual budget according to Article VII, Section D, of these Bylaws.

Section B: Legislative Committee

The policies governing the responsibilities and procedures of the Legislative Committee are contained in the separate document entitled "Legislative Committee Procedures" and attached to the Bylaws as Appendix A.

Section C: City Managers' Committee

The City Managers' Committee may advise the Association Chief Executive Officer, and the Board of Directors on matters pertaining to finance, budgeting, audit, and other matters pertaining to the Association, and may serve as a staff resource to all committees and task forces appointed by the Association. The City Managers' Committee shall consist of the Officers of the Orange County City Managers' Association, and members appointed by the President of the Orange County City Managers' Association.

ARTICLE IX –Elections

Section A: Procedure

1. All elections of individuals or committees shall be made through the application process, with the understanding that nominations may come from the floor on the day of the vote for the particular commission or committee.

(a) All candidates shall be elected officials, except as otherwise provided by law.

(b) A majority of the cities present (if a quorum was achieved) is necessary to appoint representatives to boards, commissions, or agencies. If there are three or more nominees for a position and none receives a majority vote of the number of members present, then all but the two nominees with the greatest number of votes shall be removed and the balloting repeated. If neither receives the required majority vote after two additional ballots, the meeting shall be continued to a subsequent time for further consideration. This rule limiting the number of ballots to a total of three (3) may be suspended upon a two-thirds (2/3) vote of eligible cities present. If a runoff is necessary, and there is a tie between candidates, the voting will be held off until the next business meeting. If the vote results in a tie a second time, the vote will be carried out by a vote of all Council Members on the City Councils of all current Association members. Election results will be announced at the Association business meeting following the election. If the tie is still not broken, a coin toss by the Association Chief Executive Officer will break the tie.

2. Each recommended appointment shall be announced at the next regular meeting.

Section B: Attendance

1. The Association office shall maintain accurate attendance records for all appointed individuals serving on committees.
2. Appointments to any position shall be considered vacated when the appointee fails to attend three (3) consecutive meetings of the committee to which they are appointed or fails to attend a majority of the regular meetings scheduled within their term.
3. The President shall report at each Association meeting any vacated positions.

ARTICLE X – Amendments

Section A: Written Notice

Proposed amendments to these Bylaws must first be submitted in writing to the members of the Association for consideration and study at least thirty (30) days prior to the date of the meeting at which the proposed Bylaw amendments are to be acted upon.

Section B: Authority

These Bylaws may be amended at a meeting where:

1. two-thirds (2/3) of all member cities are present, and then
2. upon affirmative action of a majority of all member cities, whether present or not.

Certification of Approval

It is hereby certified that these Bylaws for the Association of California Cities - Orange County, were duly adopted by unanimous written consent by its Board of Directors on [December 22, 2010].

APPENDIX A

ASSOCIATION LEGISLATIVE COMMITTEE PROCEDURES

Section A Membership

1. The Association Legislative Committee ("Committee") shall be composed of mayors and council members from Orange County cities. Any current mayor or council member is eligible to participate on the Committee.
2. The composition of the Committee shall be the Legislative Committee Chair, as determined by the bylaws of the Association, plus two members for each State Assembly District that represents any city or cities in Orange County. Legislative Committee members shall be recommended by the Legislative Committee Chair, approved by the Association's Board of Directors and confirmed by the General Membership in the month preceding the annual conference of the League of California Cities.
 - a. The two Committee members from each State Assembly District shall be chosen from nominations submitted by individuals from different cities, completely or partially, within the Assembly District, or may be recruited by the Nomination Committee where vacancies exist.
 - b. If there are not sufficient nominations to meet criteria "a" above, then two members from the same city may be chosen.
 - c. If there are not sufficient nominations to meet criteria "b" above, then members from cities contiguous to cities within the Assembly District may be chosen.
 - d. And finally, if there are not sufficient nominations to meet criteria "c" above, then members may be chosen from any city in Orange County.
 - e. Notwithstanding the above provisions, the number of Legislative Committee members from the same city shall be less than a majority of the council members for that city.
3. Vacancies that exist at the conclusion of the nomination procedure above, or that subsequently occur due to resignation or removal, shall be filled through appointment by the Association President, upon the recommendation of the Legislative Committee Chair. In filling such vacancies, geographic balance shall be considered to the greatest extent possible.
4. The term of office for Legislative Committee members shall commence at the meeting following the election or annual conference of the League of California Cities, whichever occurs first, and shall be for one year or until their successors take office.

Section B Purposes and Functions

The purposes of the Association Legislative Committee shall be:

1. To serve as the primary liaison to the cities in their area, educating other elected officials about pressing issues and urging city involvement through letters, phone calls and other communication to legislators.
2. To help coordinate legislative meetings, and work with the League's Regional Public Affairs Manager on outreach to partners and carry key messages to cities and others.
3. Work as an advocate for top legislative matters (both state and regional).
4. Annually review the Association's State and Federal Legislative Platforms and recommend any needed changes to the general membership.
5. Draft, review, amend and recommend resolutions to the membership for consideration, as needed.
6. Maintain a working knowledge of the positions of Association members on issues and legislative matters of import in order to adequately represent Association member priorities and positions.

Addendum B –Staggered Board Member Terms

Position	Term
President	Runs Every Year
1 st Vice President	Runs Every Year
2 nd Vice President	Runs Every Year
Legislative Committee Chair	Runs Every Year
Past President	Automatic
Large City Rep – 1	Runs in Even Numbered Years
Large City Rep – 2	Runs in Odd Numbered Years
Large City Rep – 3	Runs in Even Numbered Years
District 1 Rep	Runs in Odd Numbered Years
District 2 Rep	Runs in Even Numbered Years
District 3 Rep	Runs in Odd Numbered Years
District 4 Rep	Runs in Even Numbered Years
District 5 Rep	Runs in Odd Numbered Years
City Manager Rep	Automatic Every Year – President of OCCMA

EXHIBIT "D"

<u>2/1/2011</u>	<u>Drops – State League (including its "OC Division" & Regional Rep.</u>	<u>Drops – Local League Overlay "OC Division" w/local office & staff</u>	<u>Joining ACC-OC</u>	<u>Order</u>	<u>Agendized</u>
Aliso Viejo	No Action Taken	No Action Taken			1/19/2011
Anaheim	X	X	X 10/12/2010	3	
Brea					
Buena Park		X	X 10/26/2010	4	
Costa Mesa	X	X	X11/16/2010	12	
Cypress		X	X11/22/2010	14	
Dana Point		X	X11/22/2010	13	
Fountain Valley		X	X11/16/2010	10	
Fullerton					
Garden Grove		X	X11/9/2010	5	
Huntington Beach		X	X12/20/2010	18	
Irvine					
La Habra	X	X			2/7/2011
La Palma		X	X12/21/2010	19	
Laguna Beach					
Laguna Hills		X	X11/23/2010	15	
Laguna Niguel		X	X10/19/2010	2	
Laguna Woods					
Lake Forest		X	X11/16/2010	11	
Los Alamitos					
Mission Viejo		X	X11/16/2010	7	
Newport Beach		X	X11/9/2010	8	
Orange	X	X	X01/25/2010		01/25/2010
Placentia		X	X12/14/2010	17	
Rancho Santa Margarita	X	X	X11/10/2010	9	
San Clemente		X	X12/21/2010	20	
San Juan Capistrano					02/01/2010
Santa Ana	X	X	No		
Seal Beach		X	X01/17/2011	21	
Stanton					
Tustin	X	X	X10/05//2010(2)	1	
Villa Park		X	No		
Westminster		X	X12/07/2010	6	
Yorba Linda	X	X	X12/07/2010(2)	16	
Total	8	25	22		

City of Los Alamitos

Agenda Report Discussion Items

February 7, 2011
Item No: 9D

To: Mayor Marilyn Poe & Members of the City Council

From: Jeff Stewart, City Manager

Subject: Consideration of a Request for Proposal Seeking a Consultant to Conduct an Audit of Franchised Waste Hauler Operations

Summary

Members of the City Council have requested that the City Council consider conducting an audit of Consolidated Disposal Services, LLC to determine if franchise fees due to the City under the previous franchise agreement with the firm have been paid as specified in the agreement. Should the City Council choose to proceed with such an audit, it would be appropriate to authorize staff to circulate the Request for Proposals RFP.

Recommendation:

1. Should the Council decide to seek an audit of revenues paid by Consolidated Disposal services during the term of the previous franchise agreement, it is recommended that staff be authorized to circulate the attached RFP.

Background

The City's previous solid waste franchise with Consolidated Disposal Services, LLC (CDS) expired on December 31, 2010. The services provided include residential solid waste, recyclables and green waste collection, commercial and multifamily permanent and temporary collection, City service, and other services (i.e., bulky item collection).

Under that agreement, the City billed for all Residential Premises and Multi-Family Premises with up to four (4) units. The City's billing agent, Golden State Water, charged a fee of thirty-five (\$.35) cents per residential unit for billing services. The authorized collector is responsible for the billing of all commercial and multi-family buildings of five (5) or more units. Commercial customers are billed monthly. The City has approximately 1900 residential curbside accounts and 600 commercial accounts.

Additionally, Section 14 of the previous franchise agreement with CDS stated that "the City shall have the right, upon reasonable advance notice, to inspect, audit and copy all records relating to this Residential/Commercial agreement, including, but not limited to, route maps, customer lists, billing records, weight tickets, AB 939 records and service recipient complaints, Consolidated's payment of fees to the City and records which may be relevant in the event of an action under CERCLA or related claims."

Discussion

Members of the City Council have expressed concern that the City has never performed an audit of franchise fees paid by CDS to the City. While it is true that the City has not exercised that right, staff has not identified any deficiencies in the revenues collected throughout the term of the agreement. Accordingly, has not recommended that an audit be performed.

Should the City Council choose to move forward, the Request for Proposal, attached hereto, seeks to obtain a qualified independent consultant to review the operations of Consolidated Disposal Service, LLC to verify compliance, including calculations of franchise fees balanced against the requirements of the franchise agreement(s). This shall cover the past four (4) years of the agreement. Specific areas of the review will include:

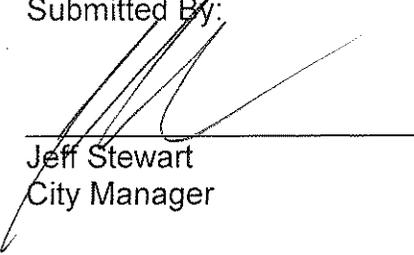
- A. Overall identification of those revenue items required for inclusion in the calculation of gross revenues.
- B. Inclusion in gross revenues of all residential and commercial customer fees for collection of solid waste, including recyclable solid waste and green waste, temporary bins and roll-off boxes, and special pickup fees.
- C. Proper application of the franchise fee percentage and accurate calculations.
- D. Any possible penalties or late filing assessments provided for in the franchise agreement(s).

Upon completion of an audit, the consultant would be required to compile a detailed report of the findings, and explain any payment discrepancies and penalties. All noncompliance items noted during audit should be reported specifically identifying the area(s) of noncompliance, and the nature of the noncompliance action(s), including recommended actions and the waste hauler's response.

Fiscal Impact

There will be no fiscal impact for issuing and circulating the request for proposal. The cost for consultant services will be determined when the City Council awards a bid for the contract.

Submitted By:



Jeff Stewart
City Manager

Attachments: 1) Draft Request for Proposal

**CONSULTANT SERVICES FOR AUDIT OF
EXCLUSIVE FRANCHISE SOLID WASTE HAULER**

Dear Consultant:

The City of Los Alamitos is seeking a qualified consultant to conduct a comprehensive audit of its exclusive franchise waste hauler, Consolidated Disposal Services, LLC, for the purpose of determining contract compliance.

We are providing you with the opportunity to submit a proposal based on the work scope included in this letter. The proposal should address the project scope of work and adhere as closely as possible to the specified proposal content guidelines.

I. Background

The City's solid waste services were provided under two franchise agreements; one for residential waste management services and one for commercial services. The collection agreements were entered into on April 1, 2000, with Consolidated Disposal Service, LLC, a subsidiary of Republic Services, Inc. and expired on December 31, 2010. The services provided include residential solid waste, recyclables and green waste collection, commercial and multifamily permanent and temporary collection, City service, and other services (i.e., bulky item collection).

Under these agreements, the City bills for all Residential Premises and Multi-Family Premises with up to four (4) units. The City's billing agent, Golden State Water, currently charges a fee of 35 cents per residential unit for billing services. The City has no control over the fee charged by the billing agent. The authorized collector is responsible for the billing of all commercial and multi-family buildings of five (5) or more units. Commercial customers are billed monthly. The City has approximately 1900 residential curbside accounts and 600 commercial accounts.

Pursuant to Section 14 of both the City's contracts with Consolidated Disposal Service, LLC, "The City shall have the right, upon reasonable advance notice, to inspect, audit and copy all records relating to this Residential/Commercial agreement, including, but not limited to, route maps, customer lists, billing records, weight tickets, AB 939 records and service recipient complaints, Consolidated's payment of fees to the City and records which may be relevant in the event of an action under CERCLA or related claims."

To date, an audit of these agreements has not been performed. The City now desires to perform an audit for purposes of determining contract compliance, covering the last four (4) years of the contract.

Included in this proposal package is the following background information to assist you in preparing your proposal:

- Sample Franchise Hauler Quarter Report Form
- A true and complete copy of the contract with Consolidated Disposal Service, LLC
- A copy of relevant City ordinances and resolutions

II. Scope of Financial and Compliance Audit

The City would like the consultant to review the operations of Consolidated Disposal Service, LLC to verify compliance, including calculations of franchise fees balanced against the requirements of the franchise agreement(s). This shall cover the past four (4) years of the agreement. Specific areas of the review will include:

- A. Overall identification of those revenue items required for inclusion in the calculation of gross revenues.
- B. Inclusion in gross revenues of, among other things, all residential and commercial customer fees for collection of solid waste, including recyclable solid waste and green waste, temporary bins and roll-off boxes, and special pickup fees.
- C. Proper application of the franchise fee percentage and accurate calculations.
- D. Any possible penalties or late filing assessments provided for in the franchise agreement(s).

Once the fee audit is completed, the consultant shall compile a detailed report of the findings, and explain any payment discrepancies and penalties. All noncompliance items noted during audit should be reported specifically identifying the area(s) of noncompliance, and the nature of the noncompliance action(s), including recommended actions and the waste hauler's response. The contents of the report will be discussed at a public hearing or hearings as determined by the City Council, where the consultant will answer questions of the City Council.

III. Qualifications Criteria

In determining which proposal best serves the interest of the City, each proposal will be evaluated by City staff to determine the proposer's qualifications. Evaluations will be based on the following criteria:

- A. Responsiveness of the proposal in clearly stating and understanding the work to be performed.
- B. Comprehensiveness of audit work plan.
- C. Realistic time estimates of each major segment of the work plan and the estimated number of hours for each staff level.
- D. Technical experience of the firm – The preferred consultant shall have demonstrated experience and proficiency with respect to audits, reviews and/or analysis of contract compliance in the municipal solid waste and recycling sector, and knowledge of solid waste hauler franchise fees and/or charges.

IV. Content of Proposals

- A. Cover Letter. Contact information to include: Name of company, name and title of contact person, street address, mailing address, telephone number, facsimile number, and electronic mail address.
- B. Completed W-2 form.
- C. Project Approach and Methodology. Explanation and interpretation of the work scope describing the overall approach and methodology to be employed by the consultant.
- D. Work Program/Timeline. A brief description of the specific work tasks to be performed including the sequence of work activities and significant completion dates.
- E. Qualification of the Firm. Summary of the firm's relevant background experience and how it applies to the scope of work. Please include:
 - a. Examples of projects completed for agencies that are similar in nature.
 - b. A minimum of five (5) references for validation of performance, including the name and telephone number of the contact.
- F. Additional Data. Other relevant data that may assist in the evaluation of your proposal.
- G. Cost. Please include an hourly rate fee schedule as well as a total not to exceed fee in the proposal.

V. Selection Process

- A. Please submit your proposals clearly labeled as follows:

PROPSALS FOR THE CITY OF LOS ALAMITOS FOR THE AUDIT OF THE EXCLUSIVE
FRANCHISE SOLID WASTE HAULER

FPOM:

Name of Proposer:

Address:

Contact Person:

Telephone Number:

Fax Number:

E-mail:

- B. The proposal may be mailed or hand delivered to:

City Clerk
City of Los Alamitos
3191 Katella Ave
Los Alamitos, CA 90720

- C. All proposals must be received by **4:00 P.M.** on **March 11, 2010**. Proposals received after this time and date may be rejected. Postmarks will not be accepted as proof of receipt.

VI. Conflict of Interest

- A. No officer or employee of the responding consultant shall have any interest or relationship, direct or indirect, with the City of Los Alamitos and/or Consolidated Disposal Service, LLC and/or Republic Services, Inc. If the potential of any such interest does exist, please disclose the interest and/or potential conflict which may exist.
- B. The responding consultant covenants that it has, at the time of the submittal of its response, no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract, nor shall it acquire any such interest at any time during such performance of services. The responding consultant further covenants that during the performance of the contract, no person having any such interest shall be employed by the successful bidder.

Thank you for your interest. Any questions regarding this request for proposal should be put in writing and submitted to the following email address: aagramonte@ci.los-alamitos.ca.us

Sincerely,

Anita Agramonte
Finance Manager

City of Los Alamitos

Agenda Report Public Hearing

February 7, 2011
Item No: 10A

To: Mayor Kenneth Stephens & Members of the City Council
Via: Jeffrey L. Stewart, City Manager
From: Steven A. Mendoza, Director of Community Development
Subject: Ordinance No. 11-03 - Pipeline Franchise

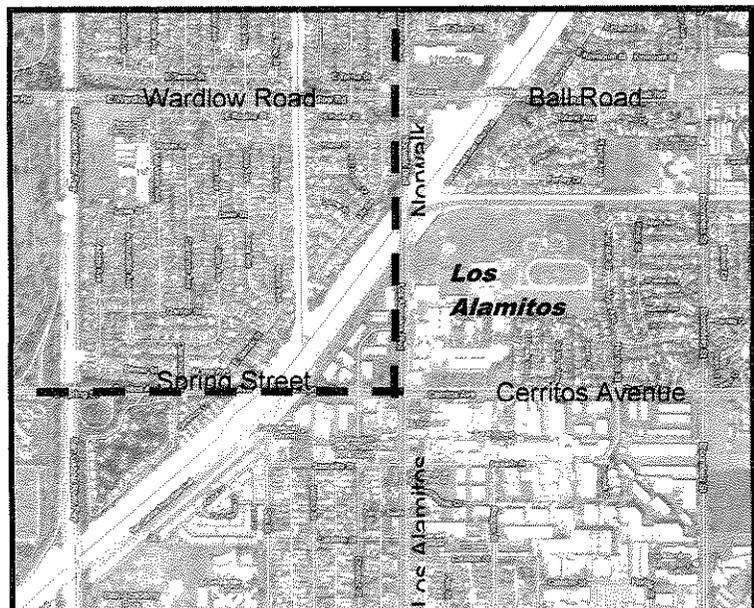
Summary: Consideration of an Ordinance granting a 15 year franchise to Crimson California Pipeline L.P.

Recommendation:

1. Conduct a Public Hearing; and,
2. Waive reading in full and authorize reading by title only of Ordinance No. 11-03, and set for second reading; and,
3. Mayor Stephens read the title of Ordinance No. 11-03 entitled, "AN ORDINANCE OF THE CITY OF LOS ALAMITOS GRANTING A FRANCHISE TO CONSTRUCT AND USE AN OIL PIPELINE TO CRIMSON CALIFORNIA PIPELINE, L.P."

Background

During the December 6, 2010, City Council Meeting, the City Council set January 18, 2011, as a public hearing date in which to consider Crimson California Pipeline L.P.'s request to grant an Oil Pipeline Franchise. The meeting was continued to allow more time for the applicant to agree to our terms. During the December 6 meeting, Mayor Pro-Tem Edgar had requested a map of all pipelines under Los Alamitos. Maps are attached.



Two of the pipelines under City streets are currently franchised to transport and/or distribute product through the City. The pipelines are licensed to use the City's roads via a Franchise Agreement. The 15 year Franchise Agreement granted to Shell Oil in 1994 (currently under Crimson/Cardinal) expired March 1, 2009. Crimson/Cardinal is now requesting a new franchise.

The pipeline in question travels from Hawaiian Gardens south on Los Alamitos Boulevard near the High School to Cerritos and then travels west on Cerritos Avenue past the bridge and out of the City. There is a total of 3,486 ft of 8" Line (less than a mile) within the City of Los Alamitos City Limits. Staff has outlined the legislative history of the pipeline.

May 9, 1994 - City of Los Alamitos grants 15 year franchise to Shell Oil Company via Ordinance No. 574 for the 8" Brea Crude Oil Pipeline.

May 1, 2005 - Equilon Enterprises LLC, dba, Shell Oil Products US sold all of the assets covered by the Franchise Agreement to Cardinal Pipeline, L.P.

May 1, 2005 - Council transfers ownership of Ordinance No. 574 from Equilon enterprises LLC to Cardinal Pipeline, via an Agreement for Transfer of Oil Pipeline Franchise.

March 1, 2009 - Ordinance No. 574 expires although Cardinal Pipeline L.P. continues to abide by the terms.

June 25, 2010 - Crimson Pipeline L.P., the parent company to Cardinal Pipeline, L.P. requested a new franchise for Cardinal.

December 6, 2010 - Council schedules Public Hearing for January 18, 2011.

January 18, 2011 - Council continues Public Hearing to February 17, 2011.

City Process	
1.	Applicant Submits Application or letter to City requesting franchise.
2.	Resolution setting hearing date. The City must pass a resolution stating the city's intention to grant the franchise applied for and the character of the franchise.
3.	Applicant Signs Draft Franchise. The Municipal Code requires Applicant to sign the draft franchise agreement indicating acceptance of the terms prior to submission to Council for consideration.
4.	Publish and Post the Notice of the Public Hearing within 15 days of passage of the resolution in a newspaper of general circulation, and at least 10 days prior to the hearing.
5.	Conduct Public Hearing, and Vote on Ordinance to Award Franchise within 20-60 days of the passage of the resolution, and at least 10 days after the notice of the hearing was published where in the City Council may vote to approve, deny or continue to allow further negotiations.
6.	Second Reading. A second reading of the ordinance.
7.	Publish Ordinance within 15 days. The ordinance must be published within 15 days of its passage, with the names of those voting for and against the ordinance, in a newspaper of general circulation.
8.	The Franchise is effective once Applicant accepts the franchise <i>and</i> 30 days have passed

Discussion

Crimson Pipeline, the parent company to Cardinal Pipeline, and successor in interest to the 1994 Shell Oil Company Franchise, is requesting approval of a new agreement to replace their expired agreement. In order to review and consider a franchise, the City must comply with the Franchise Act of 1937 and Los Alamitos Municipal Code Section 12.10.060. The required steps are outlined in the above table.

A Franchise Agreement has been drafted by the City Attorney in the form of an Ordinance. The City Attorney has approved Ordinance No 11-03 as to form. Crimson will continue to maintain a bond of \$50,000 per year as they have previously. After eight years, the bond amount increases 20%. The applicant, Crimson, has issued a letter of acceptance of the terms of Ordinance No. 11-03.

Fiscal Impact

The first year franchise payment will be \$1,077.00 with an annual Consumer Price Index increase built in for future years which is based upon the rates established by state law as shown in the table. The City has negotiated a one time fee of \$12,500.00 upon execution.

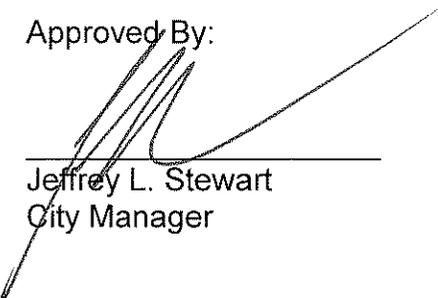
Pipe Size (internal diameter in inches)	Base rate per lineal foot
0 - 4	\$0.088
6	0.132
8	0.176
10	0.220
12	0.264
14	0.308
16	0.352
18	0.396
20	0.440
22	0.484
24	0.528
26	0.572
28	0.616
30	0.660

Submitted By:



Steven A. Mendoza
Director of Community Development

Approved By:


Jeffrey L. Stewart
City Manager

Attachments: 1) Ordinance No 11-03
2) Crimson Request
3) Crimson Acceptance
4) Petroleum Pipeline Map
5) Gas Line Map

ORDINANCE NO. 11-03

**AN ORDINANCE OF THE CITY OF LOS ALAMITOS
GRANTING A FRANCHISE TO CONSTRUCT AND
USE AN OIL PIPELINE TO CRIMSON CALIFORNIA
PIPELINE, L.P.**

WHEREAS, on May 9, 1994, the City of Los Alamitos ("City") had pursuant to Ordinance No. 574 granted to Shell Oil Company, a Delaware corporation, together with its successors and assigns ("Shell"), a 15 year franchise for an oil pipeline depicted in Exhibit "A" of the Ordinance and described as the Shell 8" Brea Crude Oil Pipeline ("pipeline") and;

WHEREAS, on May 1, 2005, Equilon Enterprises LLC, dba, Shell Oil Products US sold all of the assets covered by this agreement to Cardinal Pipeline, L.P.; and,

WHEREAS, on May 1, 2005, the City and Cardinal Pipeline, L.P. entered into an Agreement for Transfer of Oil Pipeline Franchise, transferring the ownership of Ordinance No. 574 from Equilon enterprises LLC to Cardinal Pipeline, L.P; and

WHEREAS, Ordinance No. 574 expired on March 1, 2009, although the City and Cardinal Pipeline L.P. continued to abide by the terms of Ordinance No. 574 during the period from March 1, 2009 to September 2010; ("holdover period") and

WHEREAS, on June 25, 2010 Crimson Pipeline L.P., the parent company to Cardinal Pipeline, L.P. requested a new franchise for Cardinal; and

WHEREAS, on December 6, 2010 The Los Alamitos City Council adopted Resolution 2010-26 setting a Hearing Date for January 18, 2011; and

WHEREAS, on January 18, 2011 the Los Alamitos City Council opened the Public Hearing and continued to February 7, 2011; and

WHEREAS, on May 1, 2005, Crimson California Pipeline, L.P. purchased the pipeline operated by Shell under Ordinance No. 1.10.59; thus, the City wishes to grant an oil pipeline Franchise to Crimson; and

WHEREAS, pursuant to Chapter 2 of Division 3 of the California Public Utilities Code (commencing with Section 6201, "Chapter 2"), the State of California authorizes cities to issue franchises with terms and conditions, so long as those terms and conditions are not in conflict with the standards set forth therein; and

WHEREAS, among other things, Chapter 2 regulates the manner of granting a franchise, the application process; the amount of the fee to be paid to the city, and;

WHEREAS, the terms of this franchise are not in conflict with Chapter 2, and are in the public interest; and

WHEREAS, Chapter 12.10 of the Los Alamitos Municipal Code establishes procedures for the adoption of a franchise;

THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. NATURE OF FRANCHISE. The City of Los Alamitos hereby grants a non-exclusive Franchise to Crimson California Pipeline, L.P., a California limited partnership (hereinafter referred to as "Grantee"), for a period of twenty (20) years from and after May 1, 2005 ("Effective Date"), to lay and use pipelines, not to exceed twenty-four (24) inches in internal diameter, for the transportation of oil and products thereof, in, under, along and across the public streets, highways, and alleys (collectively "streets"), in the City of Los Alamitos (hereinafter referred to as "City"), as described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Franchise"). The Grantee may request, by written notice, up to three (3) five (5) year extensions to the term of this Franchise prior to its expiration, as may be extended from time to time. Such extensions shall be subject to approval by the City in its sole discretion. The City shall provide written notice to the Grantee of its approval or disapproval of any extension request.

This Franchise is hereby granted to Grantee, under and in accordance with the provisions of the Franchise Act of 1937 and the City's Municipal Code. This Franchise shall include the right, for the period and subject to the conditions hereof, to so maintain, operate, repair, renew, and change the size of the pipeline system, if any, of Grantee, as already laid and constructed in said streets.

The terms and conditions of this Franchise shall also apply to any pipe or other facilities of Grantee which are located within the right of way of any road or highway at the time such road or highway becomes a City highway.

The granting of this Franchise is expressly conditioned upon payment of all franchise fees due and owing from May 1, 2005 to the date of adoption of this Ordinance.

SECTION 2. APPURTENANCES. The Grantee shall have the right, subject to the prior approval of the City Engineer, to construct and maintain such traps, manholes, conduits, valves, appliances, attachments, and appurtenances (hereinafter for convenience collectively referred to as "appurtenances"), as may be necessary or convenient for the proper maintenance and operation of the pipelines under the Franchise. Said appurtenances shall be kept flush with the surface of the streets and so located as to conform to any order of the City Engineer in regard thereto and not to interfere with the use of the street for travel. The Grantee shall have the right, subject to such ordinances, rules, or

regulations as are now or may hereafter be in force, to make all necessary excavations in said highways for the construction and repair of said pipelines and appurtenances subject to the prior approval of the City Engineer. Such approval may be conditioned by the City Engineer, including, without limitation, the issuance to Grantee of certain encroachment permits.

SECTION 3. LOCATION OF PIPELINES. So far as is practicable, any pipelines hereinafter laid shall be located along the edge or shoulder of the streets or in the parking areas adjacent thereto so as not to unreasonably disturb the flow of traffic and where possible shall be laid in the unpaved portion of the street.

If the pipelines shall be laid across or along the paved portion of a street, the repair of the street, after the pipelines have been laid, shall be made by the Grantee within ten (10) days of the completion of the laying of such pipeline, at the expense of the Grantee and in accordance with all applicable provisions of the City's Municipal Code and any other generally applicable policy or procedure established by Los Alamitos pertaining to street excavations, and all other applicable laws.

SECTION 4. CONSTRUCTION OF PIPELINES.

A. Terms of Construction. The pipelines and appurtenances laid, constructed or maintained under the provisions of this Franchise shall be installed, maintained, and inspected by the Grantee in a satisfactory, safe, and workmanlike manner, of good material, and in conformity with all ordinances, rules, or regulations now or hereafter adopted or prescribed by the City Council, State, or Federal authorities.

B. Restoration of Streets. The work of laying, constructing, maintaining, operating, renewing, repairing, changing and moving any of the pipeline system contemplated by this Franchise and all other work in exercise of this Franchise shall be performed in compliance with all applicable provisions of the City's Municipal Code pertaining to street excavations and restoration, including but not limited to the City's encroachments ordinance, and any current or future generally applicable policies, and other applicable laws and shall be conducted with the least possible hindrance or interference to the use of City roads by the public or by the City of Los Alamitos, and Grantee shall provide all necessary warning, safety and traffic control devices as are or may be required by City, County, State or Federal regulations. All excavations shall be back filled and adequately compacted. The surface of City roads shall be placed in a condition that is as good and as serviceable as existed at the beginning of this work and must be to the satisfaction of the City Engineer. If the City has an applicable road restoration ordinance, policy or other standard, then the City Engineer's discretion shall be consistent with that ordinance, policy, or other standard.

SECTION 5. MAPS AND DATE TO BE FURNISHED. Within ninety (90) days following the date in which any pipelines or additional pipelines have been laid or constructed under this Franchise, the Grantee shall file a map in such form as may be required by the City Engineer showing the accurate location and size of all its facilities then in place, and shall, upon installation of any additional facilities or upon removal, change or abandonment of all or any portion thereof, file a revised map or maps showing the location and size of all such additional and/or abandoned facilities as of that date. If cathodic protection is to be used for facilities installed or maintained pursuant to this Franchise, a description of all the protective devices shall be furnished to the City Engineer which shall show the location and types of anodes, including a description of methods to be used as protection against corrosion and electrolytic leakage.

SECTION 6. COMPENSATION TO THE CITY

A. Amount of Franchise Fee. As consideration for the Franchise hereby granted, the Grantee shall pay a Franchise Fee to the City. The Franchise Fee shall be paid annually to the City in lawful money of the United States within sixty (60) days after the end of each calendar year. The payments due to the City shall be computed as follows:

The length of the pipe expressed in feet located within the franchised area, rounded to the nearest foot shall be multiplied by the applicable base rate, as adjusted pursuant to subdivision (B), in accordance with the following schedule:

Pipe (internal diameter in inches)	Size	Base rate per lineal foot
0 – 4		\$0.088
6		0.132
8		0.176
10		0.220
12		0.264
14		0.308
16		0.352
18		0.396
20		0.440
22		0.484
24		0.528
26		0.572
28		0.616
30		0.660

For pipelines with an internal diameter not listed above, the Fee shall be in the same proportion to the Fee of a 12-inch-diameter pipe as the diameter of the unlisted pipe is to 12 inches.

B. Computation of Payments. Such payments shall be computed from the Effective Date of this Franchise, to and including the date of either actual removal of the facilities or the effective date of a properly approved abandonment "in place" authorized by the City, and until the Grantee shall have fully complied with all the provisions of this Franchise and of all other applicable provisions of law or ordinance relative to such abandonments. All such payments shall be made payable to the City, and shall be supported by the Grantee's verified statement concerning the computation thereof. In the event of installation or abandonment of facilities with the approval of the City as elsewhere in this Franchise provided, or in the event of removal of such facilities by the Grantee, the payments otherwise due to the City or occupancy of the streets by such facilities shall be prorated for the calendar year in which such installation, removal or abandonment occurs as of the end of the calendar month in which installed, removed or abandoned.

Provided, however, that the amount of each annual payment shall be computed and revised each calendar year as follows:

(1) The applicable base rate shall be multiplied by the Consumer Price Index (CPI-U), All Items for the Los Angeles-Riverside-Orange County areas, as published by the United States Department of Labor, Bureau of Labor Statistics for the month of September immediately preceding the month in which payment is due and payable, and divided by the Consumer Price Index for June 30, 1989, which is declared to be 100.0. Under no circumstances shall the multiplying factor be less than one.

(2) If the United States Department of Labor, Bureau of Labor Statistics discontinues the preparation or publication of a Consumer Price Index for the area, and if no translation table prepared by the Department of Labor is available so as to make those statistics which are then available applicable to the index of June 30, 1989, the City shall prescribe a rate of payment which shall, in its judgment, vary from the rates specified in this Section in approximate proportion as commodity consumer prices then current vary from commodity consumer prices current in December 1988. On this point, the determination by the City shall be final and conclusive.

(3) If said Bureau revises the said Index, the parties hereto shall accept the method of revision or conversion recommended by the said Bureau.

C. Right of Inspection. The City shall have the right to inspect Grantee's pipeline records relating to its annual report and to audit and recompute any and all amounts payable under this Franchise. Costs of audit

shall be borne by Grantee when audits result in an increase of more than five percent of Grantee's annual payments due the City. Acceptance of any payment shall not be construed as a release, waiver, acquiescence, or accord and satisfaction of any claim the city may have for further or additional sums payable under this Ordinance or for the performance of any other obligation hereunder.

D. Granting Fee. In consideration for the granting of this Franchise, and to reimburse the City for its administrative expenses in preparing and approving the Franchise documents, Grantee shall pay the City Twelve Thousand Five Hundred (\$12,500.00) within thirty (30) days of the date the City Council approves this Franchise.

SECTION 7. EMERGENCY PREPAREDNESS.

A. Equipment and Crews. At all times during the terms of this Franchise, the Grantee shall maintain on a twenty-four (24) hour-a-day basis a fully-operational computer-aided system, such as Supervisory Control and Data Acquisition (SCADA), or a similar system designed for the purpose of controlling and monitoring rates of flow, pressures and fluid characteristics or provide adequate emergency equipment and a properly trained emergency crew or representatives within a radius of fifteen (15) miles from any facilities installed or maintained pursuant hereto for the purpose of shutting off the pressure and the flow of contents of such facilities in the event of an emergency resulting from any earthquake, act of war, civil disturbance, flood or other cause.

B. Plans. Within ninety (90) days of the effective date of this Ordinance, Grantee shall submit an emergency preparedness plan. Grantee shall obtain approval from the City Engineer of the plan, and update it to the satisfaction of the City Engineer.

SECTION 8. REPAIRS. Grantee shall pay to City on demand the cost of all repairs to City property made necessary by any of the operations of Grantee under the Franchise, provided however that Grantee may make repairs to streets, sidewalks, curbs and gutters itself at its own cost in accordance with City specifications, if the same can be done without undue inconvenience to the public use of the streets.

SECTION 9. REARRANGEMENT OF FACILITIES.

A. Expense of Grantee.

(1) If any of the Grantee's facilities, in the discretion of the City, shall endanger the public in the use of the public streets or interfere with or obstruct the use of any street by the public or for public purpose, the City shall have the right to require the Grantee, and the Grantee shall move, alter or relocate the same (hereinafter called "rearrangement") to avoid such danger interference or obstruction, in conformity with the written notice of the City Engineer, at the Grantee's sole expense.

(2) Whenever, during the existence of this Franchise, the City, any water, electric, gas or other utility system now or hereafter owned or operated by the City, or any community facilities or assessment district, or similar agency established by the City, shall change the grade, width, alignment or location of any street, way, alley or place or improve any said street in any manner, including but not limited to the laying of any sewer, storm drain, conduits, gas, water or other pipes, pedestrian tunnels, subway, viaduct or other work of the City (the right to do all of which is specifically reserved to the City without any admission on its part that it would not otherwise have such rights), the Grantee shall, at its own cost and expense, do any and all things to effect such change in position, or location, in conformity with the written approval of the City Engineer, including without limitation the acceptance of encroachment permits, and the removal or relocation of any facilities installed, if and when made necessary by the determination of the City Engineer.

B. Expense of Others

(1) The City shall also have the right to require the Grantee to rearrange any part of the Grantee's facilities for the accommodation of any private person, firm, or corporation. When such rearrangement is done for the accommodation of any private person, firm or corporation, the cost of such rearrangement shall be borne by the accommodated party. Such accommodated party, in advance of such rearrangement, shall deposit with the Grantee funds in an amount as, in the reasonable discretion of the Grantee, shall be required to pay the costs of such rearrangement.

(2) The rearrangement referred to in subsection (1) of Subsection B of this Section shall be accomplished in conformity with the written notice of the City Engineer.

C. Rearrangement of the Facilities of Others. Nothing in this Franchise contained shall be construed to require the City to move, alter or relocate any of its facilities upon said streets, at its own expense, for the convenience, accommodation or necessity of any other public utility, person, firm or corporation now or hereafter owning a public utility system of any type or nature, or to move, alter or relocated any part of its system upon said streets for the convenience, accommodation or necessity of the Grantee.

D. Notice. The Grantee shall be given not less than ninety (90) days written notice of any rearrangement of facilities that the Grantee is required to make herein. Such notice shall specify in reasonable detail the work to be done by the Grantee and shall specify the time that such work is to be accomplished. In the event that the City shall change the provisions of any such notice given to the Grantee, the Grantee shall be given an additional period not less than ninety (90) days to accomplish such work.

SECTION 10. REMOVAL OR ABANDONMENT OF FACILITIES. At the time of expiration, revocation or termination of this Franchise or the permanent discontinuance of the use of its facilities, or any portion thereof, the Grantee shall, within thirty (30) days thereafter, make a written application to the City Engineer to either: (1) abandon all, or a portion, of such facilities in place, or (2) remove all, or a portion, of such facilities as the City Engineer, in his discretion, shall consider to be appropriate. Such application shall describe the facilities desired to be abandoned by reference to the map or maps required by Section 5 of this Ordinance and shall also describe with reasonable accuracy the relative physical condition of such facilities. Thereupon, the City Engineer shall determine whether any abandonment or removal which is thereby proposed may be effected without detriment to the public interest or under what conditions such proposed abandonment or removal may be safely effected and shall then notify the Grantee, according to such requirements as shall be specified in the City Engineer's order, and within ninety (90) days thereafter, to either:

- (a) Remove all or a portion of such facilities, or
- (b) Abandon in place all or a portion of such facilities.

If any facilities to be abandoned in place subject to prescribed conditions shall not be abandoned in accordance with all such conditions, then the City Engineer may make additional appropriate orders, including, if he deems desirable, an order that the Grantee shall remove all such facilities in accordance with applicable requirements.

A request of the Grantee to abandon in place any facilities shall be deemed an offer of transfer of such facilities to the City and by resolution authorizing Grantee to abandon any facility in place, the City shall succeed to all right, title and interest of Grantee in said facilities.

SECTION 11. COMPLETION OF WORK. If Grantee fails to commence any work or act and diligently proceed or complete any such act or work required of the Grantee by the terms of this Franchise within the time limits required hereby, the City may cause such act or work to be completed by the City or, at the election of the City, by a private contractor. The City agrees that, to the extent reasonably possible, any work by the City or its private contractors shall be performed in a manner that does not cause damage to Grantee's facilities or disruption to the transportation of oil and other petroleum products through Grantee's pipeline system. In the event the City causes such act or work to be completed by the City or a private contractor, the City shall send an itemized bill to Grantee. Within ten days (10) of receipt of the bill, Grantee shall either pay the bill in writing plus an amount equal to fifteen percent (15%) thereof for overhead, or detail in writing to the City Manager why such bill is inappropriate. If Grantee timely provides this statement to the City, the City Manager shall consider Grantee's statement, and shall notify Grantee in writing of the City Managers determination. If Grantee determines that the City Manager's determination was

incorrect, Grantee may bring an action in court challenging that decision. Regardless of Grantee's position on the accuracy of the City Manager's decision, Grantee shall pay all amounts determined by City Manager within 10 days of receipt of City Manager's determination.

SECTION 12. RECOVERY OF COSTS OF REPAIRS AND UNPAID FEES. If the Grantee has not paid the City for such fees and expenses incurred by or payable to the City as hereinabove set forth, the City may take any and all reasonable enforcement actions, including, but not limited to, ordering that the charge(s) be assessed against the property of the Grantee in the City, that liens be imposed on said property, instituting collection proceedings, and instituting franchise default proceedings.

SECTION 13. BOND. Grantee shall, within thirty (30) days of the Effective Date of this Franchise, file with the City Clerk, and yearly thereafter, maintain in full force and effect, a bond of the required amount for the benefit of the City, with a surety to be approved by the City Finance Director. The bond shall be surety that the Grantee shall, will and truly observe, fulfill, and perform each and every term and condition of this Franchise, and in case of a breach of condition of said Franchise, at the discretion of the City Council, the whole amount of the penal sum therein shall be paid to the City in addition to any damages recoverable by the City and shall be recoverable from the principal and sureties of the bond. If said bond is not so filed, Grantee agrees and acknowledges that the award of this Franchise will be set aside and any money paid therefore will be forfeited.

For the first eight years from the Effective Date, the amount of the bond shall be Fifty Thousand Dollars (\$50,000.00). For each five year period thereafter, the amount of the required bond shall increase by 20%, compounded at each five year interval.

Whenever a bond is taken and deemed to be liquidated damages for any breach of a term or condition of this Franchise, the Grantee must immediately file another bond of like amount and character, and if the Grantee fails to do so within the time set by the City Council, the Council may, by resolution, declare said Franchise automatically forfeited.

Nothing herein shall insulate Grantee from liability in excess of the amount of said bond or shall be construed as a waiver by the City of any remedy at law against the Grantee for any breach of the terms and conditions of this Franchise, or for any damage, loss or injuries suffered by the City in case of any damage, loss or injury suffered by any person, firm, or corporation by reason of any work done or any activity conducted by the Grantee in the exercise of this Franchise.

SECTION 14. INSURANCE.

A. Within thirty (30) days of the Effective Date of this Franchise, Grantee shall furnish proof that the Grantee is insured under a broad form policy of liability insurance issued by a company authorized to do business in California. Such proof may be by one or more certificates of insurance evidencing compliance with the provisions of this Section and the Franchise Ordinance. The City shall approve the form and provisions of the insurance. The insurance policy shall include, but not be limited to, coverage for premises operations, explosion and collapse hazard, underground hazards, contractual insurance, natural disasters, property damage, independent contractors and personal injury, and automobile liability. The insurance shall be maintained in an amount not less than \$5,000,000.00 throughout the term of the Franchise.

B. The City and its officers, agents and employees shall be named as additional insureds on said policy at no cost to the City. Grantee shall also provide workers' compensation coverage consistent with California statutory requirements. The City shall receive thirty (30) days advance written notice of any proposed reduction in coverage of the insurance policies on which it is carried as a named insured, as well as on coverage required to be maintained by this section. Such advance notice shall also be required as to any proposed or actual cancellation of any such policies of insurance. Insurance endorsements of such coverage shall be filed with the City.

SECTION 15. INDEMNIFICATION BY GRANTEE. For all claims relating to activity taken during the times subject to this Ordinance, including any retroactivity dates, the Grantee shall indemnify, defend with counsel selected by the City subject to approval of Grantee whose approval shall not be unreasonably withheld, protect and hold harmless City, its officers, employees, agents, assigns and any successor or successors to City's interest from and against all claims, demands, losses, costs, expenses, penalties, damages of any kind (including but not limited to special and consequential damages, the death of persons, damage to property), attorneys' fees, consultant's and expert's fees and costs ("Liabilities") directly or indirectly arising as a result of the Grantee's exercise of the Franchise or operation of the pipeline system, regardless whether any act or omission complained of is authorized, allowed, or prohibited by the Franchise. This indemnity includes, but is not limited to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other, plan (regardless of whether undertaken due to governmental action) concerning any facilities or equipment or the effects of such facilities or equipment authorized by this franchise, and any hazardous substance or hazardous wastes including petroleum and its fractions as defined in the Comprehensive Environmental Response, Compensation and Liability Act ["CERCLA"; 42 U.S.C. § 9601, et seq.] the Resource Conservation and Recovery Act ["RCRA"; 42 U.S.C. § 6901 et seq.] and California Health & Safety Code § 25280 et seq. at any place where Grantee maintains a pipeline for the transportation of substances and liquids pursuant to this Franchise. The foregoing indemnity is intended to (1) supplement and not replace any other indemnity from any source, and (2) operate as an agreement pursuant to Section

107(e) of CERCLA and California Health & Safety Code Section 25364, to assure, protect, hold harmless and indemnify City from liability. Further, Grantee shall indemnify, protect, defend, and hold harmless the city, its officers, officials, employees, and agents against any and all claims, demands, losses, costs, expenses, penalties, damages, or liability of any kind or nature resulting from, or arising with respect to, the award of the franchise, including but not limited to the procedure for accepting and reviewing proposals and the decision of award, negligent or otherwise, including but not limited to a claim of bad faith.

SECTION 16. ASSIGNMENT.

A. Grantee shall not transfer, sell, hypothecate, sublet or assign the Franchise, nor shall any of the rights or privileges therein be hypothecated, leased, assigned, sold or transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person, except the Grantee, either by act of the Grantee or by operation of law, nor shall there be any "Change in Control" (as hereinafter defined) of Grantee, without the prior consent of the City expressed by resolution. The aforesaid provisions of this Section shall not prohibit the Grantee from using its pipelines for the purpose of transporting for other persons oil, petroleum, gas, gasoline or other hydrocarbon substances or water, but in such event the Grantee shall be responsible to the City for the full performance and observance of the terms and conditions of this Franchise.

B. Any sale, lease, assignment or transfer of this Franchise or the rights or privileges granted hereby, or any of them, or any Change in Control of Grantee without the prior written consent of the City Council first having been obtained, whether by operation of law or otherwise, shall be null and void.

C. The City shall not unreasonably withhold its consent to a Franchise transfer or a Change in Control of Grantee. For the purpose of determining whether it shall consent to such transfer, City may inquire into the qualifications of the prospective transferee or controlling party, and Grantee shall assist City in any such inquiry. In seeking City's consent to any change of ownership or Change in Control, Grantee shall have the responsibility of ensuring that transferee completes an application in form and substance reasonably satisfactory to City. An application shall be submitted to City not less than ninety (90) days prior to the date of transfer. The Grantee shall be required to establish that it is in material compliance with its Franchise. The transferee shall be required to establish that it possesses the qualifications and financial and technical capability to operate and maintain the pipeline and comply with all Franchise requirements for the remainder of the term of the Franchise. If the City finds that the legal, financial, character, technical and other public interest qualities of the applicant are satisfactory, and that the proposed transferee has the capability to operate and maintain the system and comply with all Franchise requirements for the then remaining term thereof, the City shall consent to the transfer and assignment of the rights and obligations of such Franchise. The City

may condition the transfer to insure the transferee is in material compliance, and remains in material compliance with the Franchise. Subject to the provisions of Section 16.E below, the City may also condition the transfer upon payment of a transfer fee of Twelve Thousand Five Hundred Dollars (\$12,500.00) to be paid by the transferee to the City.

D. For purposes of Section 16.A above, a "Change in Control" of Grantee shall be deemed to be a transfer requiring the City's consent. "Change in Control" means (i) any merger, consolidation or other reorganization of Grantee in which Grantee, or an affiliate of Grantee, is not the surviving entity, (ii) any transfer or change in ownership of fifty percent (50%) or more of the capital stock, capital accounts, equity interests or memberships, as the case may be, of Grantee, (iii) the acquisition of management control by any owner or new owner of interests in Grantee that previously did not control the management of Grantee, or (iv) the sale of fifty percent (50%) or more of the market value of the assets of Grantee.

E. Notwithstanding the above, Grantee shall be entitled to pledge, encumber, or grant any security interest in the Franchise, provided that Grantee shall first notify and obtain City consent in writing of such proposed transaction. City shall consent to such transaction, subject, however, to the following conditions:

(1) Any consent so granted shall not be deemed a consent to such pledgee, encumbrancer, or secured-party exercising any rights or prerogatives of Grantee under the Franchise, nor to its exercise of any rights or prerogatives of a holder of an ownership interest in Franchise.

(2) Any consent so granted shall not be deemed a consent to any subsequent transfer or assignment as referred to in this Section. Any such subsequent transfer or assignment shall be deemed an assignment of this Franchise within the meaning of this Section, and shall be subject to the provisions of this Section.

(3) The pledgee, encumbrancer, or secured party shall have executed and delivered to City an instrument in writing agreeing to be bound by the provisions of the Franchise.

F. The provisions of this Section shall not apply to Grantee's assignment of rights, duties and obligations under the Franchise to any affiliate of Grantee. As used in this Franchise, the term "affiliate" shall mean an entity controlling, controlled by or under common control with the entity to which the term applies, whether by ownership, contract or voting control. Franchisee and the entity to whom the rights are to be assigned shall sign an assignment and assumption agreement whereby the transferee agrees to be bound by and comply with the terms of this Franchise.

SECTION 17. RECEIVERSHIP AND FORECLOSURE.

A. Subject to applicable provisions of the Bankruptcy Code, the Franchise shall, at the option of the city, cease and terminate one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of the Grantee whether in a receivership, reorganization, bankruptcy or other action or proceeding unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless:

(1) Such receiver or trustee shall have, within one hundred twenty (120) days after his election or appointment, fully complied with all terms of the Franchise and remedied all breaches of the Franchise or provided a plan for the remedy of such breaches which is satisfactory to the City; and

(2) Such receiver or trustee shall, within said one hundred twenty (120) days, execute an agreement duly approved by the court having jurisdiction, whereby such receiver or trustee assumes and agrees to be bound by each and every term, provision and limitation of the Franchise.

B. Upon the foreclosure or other judicial sale of all or a substantial part of a pipeline system, the Grantee shall notify the City Clerk of such fact, and such notification shall be treated as a notification that a change in ownership of the Grantee has taken place and the provisions of this Chapter governing such changes shall apply.

SECTION 18. WAIVER OF BREACH. No waiver of the breach of any of the covenants, agreements, restrictions, or conditions of this, Franchise by the City shall be construed to be a waiver of any such succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Franchise. No delay or omission of the City in exercising the right, power or remedy herein provided in the event of default shall be construed as a waiver thereof, or acquiescence therein, nor shall the acceptance of any payments made in a manner or at a time other than is herein provided be construed as a waiver of or variation in any of the terms of this Franchise.

SECTION 19. DEFAULT

A. Default. In any event that the Grantee shall default in the performance of any of the terms, covenants and conditions herein, the City Manager may give written notice to the Grantee of such default. In the event that the Grantee does not commence the work necessary to cure such default within ten (10) business days after such notice is sent or prosecute such work diligently to completion, Grantee agrees and acknowledges that the City Council may declare this Franchise forfeited by giving written notice thereof to the Grantee, whereupon this Franchise shall be void and the rights of the Grantee hereunder

shall terminate and the Grantee shall execute an instrument of surrender and deliver the same to the City.

If the City Council declares this Franchise forfeited, it may thereupon and thereafter exclude the Grantee from further occupancy or use of all City roads authorized under this Franchise. A forfeiture of said Franchise shall not of itself operate to release the bond filed for said Franchise. Upon declaring a Franchise forfeited, the City Council may elect to take and accept the bond as liquidated damages therefor and pursue any other legal remedy for any damage, loss or injury suffered by the City as a result of such breach. After forfeiture, the bond shall remain in full force and effect for a period of one (1) year unless exonerated by the City Council. No bond shall be exonerated unless a release is obtained from the City Engineer of the City of Los Alamitos and is filed with the Clerk of the City of Los Alamitos. The release shall state whether all excavations have been back filled, all obstructions removed, and whether the substratum or surface of City roads occupied or used have been placed in good and serviceable condition. Release shall not constitute a waiver of any right or remedy which the City of Los Alamitos may have against the Grantee or any person, firm or corporation for any damage, loss or injury suffered by the City as a result of any work or activity performed by the Grantee in the exercise of this Franchise.

B. Cumulative Remedies. No provision herein made for the purpose of securing the enforcement of the terms and conditions of this Franchise shall be deemed an exclusive remedy or to afford the exclusive procedure, for the enforcement of said terms and conditions, but the remedy and procedure herein provided, in addition to those provided by law, shall be deemed to be cumulative.

SECTION 20. SCOPE OF RESERVATION. Nothing herein contained shall ever be construed so as to exempt the Grantee from compliance with all ordinances of the City now in effect or which may be hereafter adopted which are not inconsistent with the terms of this Franchise. The enumeration herein of specific rights reserved shall not be construed as exclusive, or as limiting the general reservation herein made or as limiting such rights as the City may now or hereafter have in law.

SECTION 21. NOTICE. Any notice required to be given under the terms of this Franchise, the manner of service of which is not specifically provided for, may be served personally or by United States First Class Mail as follows:

- A. Upon the City, by addressing a written notice to the City Clerk of the City of Los Alamitos, City Hall, 3191 Los Alamitos Ave., Los Alamitos, California 93021;

- B. Upon the Grantee, by addressing a written notice to Crimson California Pipeline, L.P., 2459 Redondo Avenue, Long Beach, CA 90806;
- C. For such other address as may from time to time be furnished in writing by one party to the other and depositing said notice in the United States Mail, postage prepaid.

When service of any such notice is made by mail, the time of such notice shall begin with and run from three (3) business days after the date of the deposit of same in the United States Mail.

SECTION 22. SUCCESSORS. The terms herein shall inure to the benefit of and shall bind, as the case may be, the successors and assigns of the parties hereto, subject, however, to the provisions of Section 16 of this franchise.

SECTION 23. INTERPRETATION. This Franchise is granted upon each and every condition herein contained, and shall be strictly construed against Grantee. Nothing shall pass by the Franchise granted hereby to Grantee unless it be granted in plain and unambiguous terms. Each of said conditions is a material and essential condition to the granting of the Franchise.

SECTION 24. FORCE MAJEURE. The time within which Grantee is obligated hereunder to construct, erect, maintain, operate, repair, renew, change the size of and remove pipelines or other improvements shall be extended for a period of time equal in duration to, and performance in the meantime shall be excused on account of and for and during the period of any delay caused by strikes, threats of strikes, lockouts, war, threats of war, insurrection, invasion, acts of God, calamities, violent action of the elements, fire, impossibility of obtaining materials, or other things beyond the reasonable control of Grantee.

SECTION 25. ATTORNEYS' FEES. If either party brings an action to enforce the terms of any covenant, agreement or condition contained in this Franchise, the prevailing party in such action, in trial or appeal, shall be entitled to reasonable attorneys' fees to be paid by the losing party as fixed by the court.

SECTION 26. PUBLICATION EXPENSES. The Grantee of this Franchise shall, pursuant to California Public Utilities Code Section 6293, pay to the City a sum of money sufficient to reimburse it for all publication expenses incurred by it in connection with the granting of this Franchise; said payment to be made within thirty (30) days after the City shall have furnished said Grantee with a written statement of such expenses.

SECTION 27. ACCEPTANCE. The Franchise granted hereby shall not become effective until written acceptance thereof shall have been filed by the Grantee with the City Clerk of the City within thirty (30) days of the effective date of this Ordinance.

SECTION 28. SEVERABILITY. The City Council hereby declares that the provisions of this Ordinance are severable and if for any reason a court of competent jurisdiction shall hold any sentence, paragraph, or section of this Ordinance to be invalid, such decision shall not affect the validity of the remaining parts of this Ordinance.

SECTION 29. CERTIFICATION. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be posted as required by law.

SECTION 30. BUSINESS DAYS. As used in the Ordinance, the term "business days" shall mean days other than Saturdays, Sundays, and legal holidays and closures observed by the City, and "days" shall mean calendar days. If the time for performance of an obligation under this Ordinance falls on other than a business day, the time for performance shall be extended to the next business day.

SECTION 31. EFFECTIVE DATE OF FRANCHISE-RETROACTIVITY. This Ordinance shall be in full force and effect thirty days after its adoption. All conditions precedent having first been met to make this Franchise effective and binding upon the City and the Grantee, the rights, privileges, limitations, restrictions, conditions, obligations and duties granted and imposed hereby shall be retroactive to May 1, 2005, provided however, the Grantee is deemed to be in full compliance with the requirements and conditions of this Ordinance as of the date of the adoption of this Ordinance.

PASSED, APPROVED AND ADOPTED THIS 7th DAY OF FEBRUARY 2011.

Kenneth Stephens, Mayor

ATTEST:

Adria M. Jimenez CMC, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF LOS ALAMITOS)

I, Adria M. Jimenez, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Ordinance 11-03 was duly introduced and placed upon its first reading a regular meeting of the City Council on the 7th day of February 2011, and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the _____ day of _____, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Adria M. Jimenez, CMC, City Clerk

CRIMSON PIPELINE L.P.

2459 Redondo Avenue
Long Beach, CA 90806

June 25, 2010

City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720-5600

Attn: Jeffrey L. Stewart

RE: FRANCHISE REQUEST LETTER

RECEIVED

JUL 03 2010

City Clerk's Office
City of Los Alamitos

On May 9, 1994, the City's City Council adopted Ordinance No. 574 granting to Shell Oil Company a 15-year oil pipeline franchise for an oil pipeline depicted in the Exhibit "A" attached to the ordinance.

On May 1, 2005, Equilon Enterprises LLC, dba, Shell Oil Products US sold all of the assets covered by this agreement to Cardinal Pipeline, L.P.

On May 1, 2005 the City of Los Alamitos and Cardinal Pipeline, L.P. entered into an Agreement for Transfer of Oil Pipeline Franchise, transferring the ownership of Ordinance No. 574 from Equilon enterprises LLC to Cardinal Pipeline, L.P.

On or around March 1, 2009 Ordinance No. 574 expired. Cardinal has however kept the franchise fee payments up to date.

My name is Alex Morales and I am the Pipeline Land Specialist here at Crimson Pipeline, L.P., the parent company to Cardinal Pipeline, L.P., and I am sending this correspondence in order to request a new franchise for Cardinal.

I have already been in contact with Steve Mendoza and I was instructed by him to take this action of request as the first step.

Please contact me with any information, document or mapping requests that you may incur.

I look forward to work with the City ot resolve this matter

Sincerely,



Alex Morales, P/L Land Specialist
Crimson Pipeline, L.P.
Ph: 562-595-9044 Fx: 562-595-6071

CRIMSON PIPELINE L.P.

2459 Redondo Avenue
Long Beach, CA 90806

January 28, 2010

Via U.S. Mail

City of Los Alamitos
3191 Katella Avenue
Los Alamitos, Ca 90720
Attn: Steve Mendoza,
Community Development Director

Re: Acceptance of the City of Los Alamitos' Draft Ordinance No. 11-03
Final Draft Ordinance received on 1-28-2011 via email (copy attached)

Dear Mr. Mendoza:

First of all Crimson would like to thank you for your assistance in this matter. We are pleased that we've been able to come to an agreement on these terms. We really appreciate your consideration of our requests. Crimson is satisfied with the draft ordinance and is agreeable to the assignment and assumption of the terms and obligations therein (copy attached).

Again, we hope to establish and maintain a good relationship with the City and look forward to working with you to complete this process. Thank you for your time and efforts. If there are any further questions or concerns please do not hesitate to give me a call at 562-595-9044.

Sincerely,



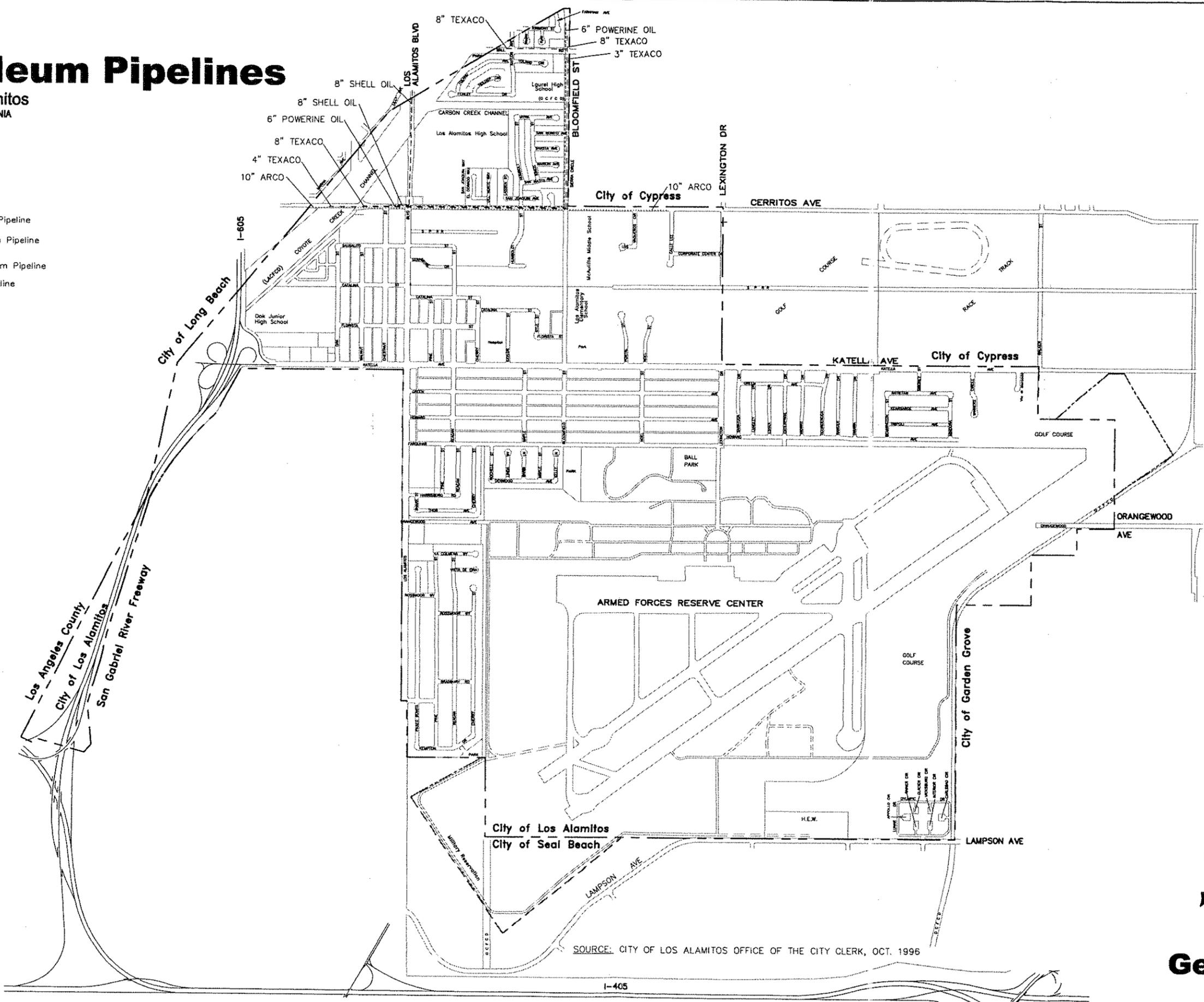
Alex Morales
Pipeline Land Specialist

Petroleum Pipelines

City of Los Alamitos
ORANGE COUNTY - CALIFORNIA

LEGEND

- City Boundary
- Arco Petroleum Pipeline
- - - - - Texaco Petroleum Pipeline
- - - - - Shell Oil Petroleum Pipeline
- - - - - Powerline Oil Pipeline



SOURCE: CITY OF LOS ALAMITOS OFFICE OF THE CITY CLERK, OCT. 1996



General Plan

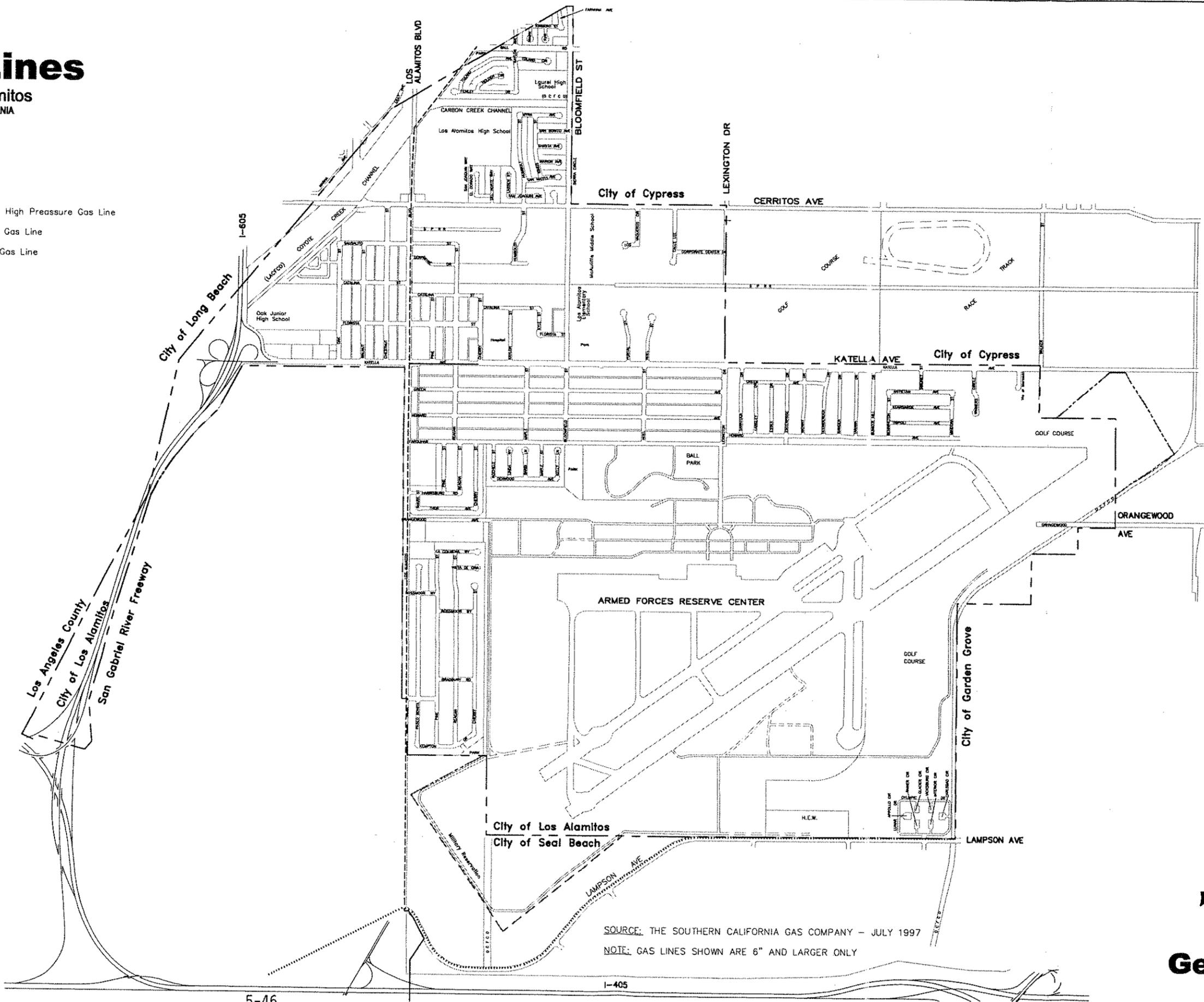
FIGURE 5-22

Gas Lines

City of Los Alamitos
ORANGE COUNTY - CALIFORNIA

LEGEND

- City Boundary
- Existing 34-Inch High Pressure Gas Line
- - - Existing 10-Inch Gas Line
- Existing 6-Inch Gas Line



SOURCE: THE SOUTHERN CALIFORNIA GAS COMPANY - JULY 1997
 NOTE: GAS LINES SHOWN ARE 6" AND LARGER ONLY



NOT TO SCALE



General Plan

FIGURE 5-20

City of Los Alamitos

Agenda Report	February 7, 2011
Council Member Business	Item No: 11A

To: Mayor Kenneth Stephens & Members of the City Council

From: Warren Kusumoto, Council Member

Subject: Conference and Meeting Report - League of California Cities New Mayors and Council Members Academy

Summary: I attended the League of California Cities New Mayors and Council Members Academy, January 19 – January 21, 2011. In accordance with AB1234, "Members of a legislative body shall provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body." This is my report.

Recommendation: That the City Council receive and file the report.

Summary

1. I changed the travel itinerary from the original departure date of 1/18/2011 due to my desire to attend the City Council Meeting at 7:00 pm on Tuesday (note: the normal Monday meeting was a holiday in observance of Martin Luther King, Jr.'s birthday).
 - a. The change in travel itinerary resulted in an increase of \$176.00 in airfare, which I paid for using my personal funds.
 - b. Although there was an increase in airfare, this added expense was off-set by the savings from reducing the hotel stay from 3 nights to 2 nights, and a cost reduction of \$179.73 (a savings of \$3.73).
2. I arrived at Sacramento Airport around 7 am on Wednesday 1/19 and I was fortunate to share a taxi cab ride to the hotel with a Council Member from the City of Upland.
3. The New Council Member training was presented throughout the day, starting around 9 am. The training was extremely useful and helpful. Additional sessions were held on Thursday and Friday morning.
4. On Wednesday, Governor Jerry Brown gave a speech during our lunch and he provided some insight on how he plans to close the gap in the State budget for 2011-2012. The area of high interest and concern to the Cities was their Redevelopment Agencies and the Governor's plan to eliminate them.

5. I met several Council Members from cities across our state; and I met local Council Members from Cypress (Prakash Narain), La Palma (Steve Hwangbo and Ralph Rodriguez), Seal Beach (Mike Levitt), Buena Park (Miller Oh, Fred Smith, and Beth Swift), Fountain Valley (Michael Vo and Mark McCurdy). In addition to meeting these local Council Members, I also met the local League of California Cities Regional Public Affairs Manager for Orange County, Tony Cardenas.
6. I was able to share a taxi cab ride from the hotel to the airport with a Council Member from the city of Victorville.

The League of California Cities provided very thorough and comprehensive training to as a new Council Member, and I learned a lot about the roles and responsibilities of the Mayor, the Council Members, the City Manager and the City Attorney.

I am grateful for the opportunity to attend and learn how to better serve the City in my role as a Council Member.

Warren Kusumoto
Council Member
City of Los Alamitos