

CITY OF LOS ALAMITOS

3191 Katella Avenue
Los Alamitos, CA 90720

Public Review Copy

AGENDA CITY COUNCIL REGULAR MEETING MONDAY, December 19, 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.

Persons wishing to address the City Council on any item on the City Council Agenda will be called upon at the time the agenda item is called or during the City Council's consideration of the item and may address the City Council for up to three minutes.

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 Poe
4. INVOCATION Council Member Graham-Mejia
5. PRESENTATIONS
 - A. Presentation of a Commendation to Wink Chase and Patty Laird from the City Council
 - B. DaVita Business Overview Presented by Anne Matining, Regional Director, and Ken Futch, Divisional Director

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. Remarks are to be limited to not more than five minutes per speaker.

7. **REGISTER OF MAJOR EXPENDITURES**

December 19, 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 – December 5, 2011.
 - 2. Approve Minutes of the Special Meeting - December 8, 2011.
 - 3. Approve Minutes of the Special Meeting – December 12, 2011.

- B. **Warrants** (Finance)
 - December 19, 2011.

- C. **Resolution No. 2011-26 – Temporary Designation of City Clerk Responsibilities to the City Manager and Discussion of Options Regarding Selection of Permanent City Clerk** (Admin.)

Effective January 3, 2012, the City Council accepted the resignation of current City Manager/City Clerk, Jeffrey Stewart. Section 2.12.030A of the Municipal Code requires the appointment of the City Clerk by Resolution. The City Council has multiple options with regard to the selection of the next City Clerk, which the City Council may or may not wish to discuss on December 19. While those issues are considered and agreed upon by the Council, it is necessary to designate an interim City Clerk to remain in compliance with the Municipal Code. The attached Resolution would confirm the appointment of the City Manager as City Clerk until the selection process for the permanent City Clerk has been completed.

Recommendation:

- 1. Adopt Resolution No. 2011-26, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS APPOINTING THE CITY MANAGER AS INTERIM CITY CLERK OF THE CITY OF LOS ALAMITOS"; and,
- 2. Discuss options regarding selection of permanent City Clerk; and,

3. Alternatively, discuss and take other action related to this item.

D. Award Bid for Katella Avenue Median Modifications at Chestnut Street (Public Works)

This report recommends actions to begin facilitating the construction of Katella Avenue Median Modifications at Chestnut Street.

Recommendation:

1. Award the construction of Katella Avenue Median Modifications at Chestnut Street (CIP No. 10/11-07) to Hym Engineering, Inc.; and,
2. Authorize the Mayor to execute the contract for the project; and
3. Authorize staff to execute change orders, if necessary, in an amount not to exceed the contingency reserve of \$6,495.00, which is 10% of the original contract amount.
4. Due to potential high ground water level at this site, authorize staff to execute additional change orders, if necessary, in an amount not to exceed a second contingency reserve of \$6,495.00, which is 10% of the original contract amount.

E. Consideration of Options Regarding Award of Waste Hauling Franchise and Second Reading and Adoption of Ordinance No. 11-10 – Amending Sections 2.60.130 and 8.12.015 of the Los Alamitos Municipal Code and Adding Section 2.60.140 Related to the Award of Services Contracts, Including Franchise Agreements for Solid Waste Collection Services (Administration)

A trial judge ruled that the City's current waste franchise was void, but could remain in place for a reasonable period of time until the City Council could take action to provide for future waste hauling services. The City began the process of amending its ordinances and considering options for the future provision of waste hauling services within the City by directing staff to bring back options for consideration this evening.

However, the City has also appealed the ruling (mooting all trial court deadlines) and begun to pursue settlement discussions to see if there is a way to amicably resolve the pending disputes. In light of possible settlement discussions, staff recommends continuing this item to a future City Council Meeting.

Recommendation: Continue item to a future City Council meeting pending outcome of settlement discussions.

F. Disposal of Surplus Equipment (Public Works)

Consideration of disposal of surplus equipment.

Recommendation: Declare the listed equipment as surplus, and authorize its disposal in accordance with the Los Alamitos Municipal Code.

G. Emergency Roof Repairs (Public Works)

The roofs of several city buildings have incurred significant damage. In order to avoid further damage to public facilities and avoid injury to the health of the occupants of the buildings, staff is requesting the City Council identify the repair of the roofs as an emergency and authorize staff to make the necessary repairs. Staff is also seeking authorization to replace and/or repair roof top air conditioning equipment if needed.

Recommendation: It is recommended that the Los Alamitos City Council by a 4/5ths vote:

1. Find that significant damage has occurred to the roofs on several city buildings as a result of recent weather events, that the roofs are leaking into work spaces currently in use by employees, that future wind and storm events are predicted in the near future, and that the roofing issues have been inspected and assessed by professionals with pertinent experience who have recommended immediate repair to avoid further damage and possible health and safety issues; and,
2. Find that the roofing problems identified in this report are an emergency, that there is not time to conduct a competitive bid process and that the roofs must be repaired immediately to avoid further damage to public facilities and avoid injury to the health of the occupants of the buildings; and,
3. Authorize the award of contract for emergency roof repairs to Emercon Construction, Inc. via the Joint Powers Insurance Authority (JPIA) while authorizing an expenditure of \$5,000.00 for the deductible; and,
4. Authorize the City Manager to spend up to \$15,000.00 to repair and/or replace roof top air conditioning equipment if needed in order to repair the roofing leaks.

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

9. DISCUSSION ITEMS

A. Restore the Assistant to the City Manager and Recreation Manager Positions to the Personnel Classification Plan and Add Both Positions to the City's Budget (Recreation)

The appointment of Angie Avery as the new City Manager has created the need to restore and fund the Assistant to the City Manager position, and restore and fund two Recreation Manager positions.

Recommendation:

1. Restore the Assistant to the City Manager position to the City's Personnel Classification Plan and fund the position in FY 2011-12, and authorize staff to begin recruiting for the position.

2. Restore the Recreation Manager position to the City's Personnel Classification Plan and fund two positions for FY 2011-12.

B. Reorganization of Community Development Department and Creation of Planning Aide Position (Community Development)

The vacancy of the Associate Planner position provides an opportunity for staff to review the position duties and pay based upon market conditions, department needs, and to realize budgetary savings. Staff is recommending a department change which would replace the higher level Associate Planner position with a lower level Planning Aide position.

Recommendation: Adopt Resolution No. 2011-25, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING THE JOB DESCRIPTION AND SALARY RANGE FOR THE POSITION OF PLANNING AIDE."

10. MAYOR AND COUNCIL INITIATED BUSINESS

A. City Council Reorganization

This report provides relevant information for the City Council's annual reorganization, by the election of Mayor and Mayor Pro Tem. The City's Charter requires roll call votes be taken for the election of these two Officers.

Recommendation: Elect the following Officers:

1. Mayor
2. Mayor Pro Tem

B. Council Member Participation in Closed Session Matters Regarding the Lawsuit Between the City and Citizens for a Fair Trash Contract

Following the regular City Council Meeting of December 5, 2011, Council Member Kusumoto provided a copy of a letter to the Mayor (attached) stating that he was rescuing himself from "Closed Session on City Council matters concerning the lawsuit filed by Citizens for a Fair Trash Contract." Council Member Kusumoto did not identify any conflict of interest that would require recusal or prevent him from participating in City Council closed session discussions of the litigation filed against the City by "Citizens for a Fair Trash Contract." The purpose of this agenda item is to seek clarification with regard to Section 2.04.220 of the Los Alamitos Municipal Code and Council Member Kusumoto's decision not to participate.

Recommendation: Discuss and either provide direction or receive and file.

C. 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.

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

11. ITEMS FROM THE CITY MANAGER

12. CLOSED SESSION

Conference with Legal Counsel

The City Council finds, based on advice from legal counsel, that discussion in open session will prejudice the position of the local agency in the litigation.

A. Conference with Labor Negotiator

Agency Negotiators: Jeffrey L. Stewart, City Manager and Sandra J. Levin, City Attorney

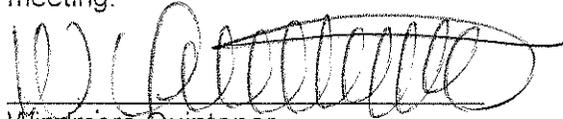
Employee Organization: Executive Management, Middle Management and Non-Management Employees

Authority: Government Code Section 54957.6

13. ADJOURNMENT

The next meeting of the City Council is scheduled for TUESDAY, January 17, 2012, 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.



Windmerá Quintanar
Department Secretary

12/15/11
Date

CITY OF LOS ALAMITOS
Register of Major Expenditures
December 19, 2011

Pages:

01	\$ 52,946.43	Major Warrants	12/19/2011
	\$ 157,725.55	Payroll	12/09/2011
	\$ 89,961.02	Payroll Benefits	12/09/2011

Total **\$ 300,633.00**

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 Director.



this 14th day of December, 2011

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
HARTZOG & CRABILL, INC.	TRAFFIC COUNTS	GENERAL FUND	CITY ENGINEER	425.50
	TRAFFIC ENGINEER SVCS	GENERAL FUND	CITY ENGINEER	1,676.50
	OCTA COORDINATION	GENERAL FUND	CITY ENGINEER	1,007.50
	TRAFFIC ENGINEER SVCS	GENERAL FUND	CITY ENGINEER	781.25
	TRAFFIC ENGINEER SVCS	GENERAL FUND	CITY ENGINEER	8,450.00
	MEDIAN PLANS & SPECS	MEASURE M	CAPITAL PROJECTS	6,125.00
	MEDIAN PLANS & SPECS	MEASURE M	CAPITAL PROJECTS	710.00
			TOTAL:	19,175.75
THE PLANNING CENTER	COORDINATION MEETINGS	GENERAL FUND	PLANNING	645.00
	PROJECT WEBSITE	GENERAL FUND	PLANNING	3,350.00
	COMMUNITY OUTREACH	GENERAL FUND	PLANNING	630.00
	FOCUS GROUP	GENERAL FUND	PLANNING	140.00
	COUNCIL SUBCOMMITTEE	GENERAL FUND	PLANNING	2,165.00
	DRAFT GENERAL PLAN	GENERAL FUND	PLANNING	1,382.50
	INFRASTRUCTURE	GENERAL FUND	PLANNING	1,845.90
	REIMBURSABLES	GENERAL FUND	PLANNING	112.28
			TOTAL:	10,270.68
REFLEX TRAFFIC SYSTEMS, INC.	NOV 11 PHOTO ENFORCEMENT	GENERAL FUND	TRAFFIC	13,500.00
			TOTAL:	13,500.00
RUN RACING	MANAGEMENT FEE	GENERAL FUND	SPECIAL EVENTS	10,000.00
			TOTAL:	10,000.00

===== FUND TOTALS =====

10	GENERAL FUND	46,111.43
26	MEASURE M	6,835.00

	GRAND TOTAL:	52,946.43

MINUTES OF THE CITY COUNCIL
OF THE CITY OF LOS ALAMITOS

REGULAR MEETING – December 5, 2011

1. **CALL TO ORDER**

The City Council met in Regular Session at 6:30 p.m., Monday, December 5, 2011, in the Council Chambers, 3191 Katella Avenue, Mayor Stephens presiding.

2. **ROLL CALL**

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

Absent: Council Members: Poe

Present: Staff: Jeffrey L. Stewart, City Manager
Sandra J. Levin, City Attorney
Angie Avery, Community Services Director
Anita Agramonte, Finance Director
Tony Brandyberry, P.W. Superintendent
Dave Hunt, City Engineer
Todd Mattern, Police Chief
Steven Mendoza, Community Development Dir.
Windmera Quintanar, Department Secretary

3. **PLEDGE OF ALLEGIANCE**

Council Member Kusumoto led the Pledge of Allegiance.

4. **INVOCATION**

Mayor Pro Tem Edgar gave the Invocation.

4-1. **CLOSED SESSION**

Conference with Legal Counsel

The City Council finds, based on advice from legal counsel, that discussion in open session will prejudice the position of the local agency in the litigation.

A. Conference with Labor Negotiator

City/Agency Negotiator:	Sandra J. Levin, City Attorney
Unrepresented Employee:	City Manager/Interim City Manager
Authority:	Government Code Section 54957.6

City Council recessed into Closed Session at 6:35 p.m.

City Council reconvened in Regular Session at 7:05 p.m. City Attorney Levin stated Council had made a decision and it would be reported on later during the meeting.

5. PRESENTATIONS

A. Presentation by Michael Murray, Verizon Representative, regarding an update on FiOS

Michael Murray gave a presentation and answered questions from the City Council.

Mayor Stephens announced representatives from the Americana Awards would be giving a presentation.

Dave Shawver, Board Chair, gave a brief presentation of the event and encouraged Council to attend.

Raul Alvarez, Executive Director, introduced the 2012 Los Alamitos Citizens of the Year as James and Shirley Bailey. He gave a brief background on the Cypress College Foundation.

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. Remarks are to be limited to not more than five minutes per speaker.

Judy Klabouch, Chamber President, briefly discussed the State of the City and Wings, Wheels, and Rotors.

Johnnie Strohmeyer, Chamber CEO, congratulated City Manager Stewart on his new position.

Beth Piburn, resident, stated support for the Americana Awards and Item E.

Roy Reynolds, Polling Strategies, provided information to the City Council regarding his services and stated interest in bidding on City projects.

Dave Shawver, Mayor of Stanton, stated opposition to the proposed water rate increase and gave a brief update.

Richard Murphy, resident, raised concerns about the trash contract process and encouraged transparency moving forward. He stated opposition to Item 10B.

7. REGISTER OF MAJOR EXPENDITURES

December 5, 2011.

Motion/Second: Edgar/Graham-Mejia

Unanimously Carried: The City Council approved the Register of Major Expenditures for December 5, 2011, in the amount of \$346,807.37.

Roll Call Vote

Council Member Graham-Mejia	Aye
Council Member Kusumoto	Aye
Council Member Poe	Absent
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 Graham-Mejia pulled Item Numbers 8A, 8C, 8D, and 8E.
Council Member Kusumoto pulled Item Number 8B.

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

A. Approval of Minutes (City Clerk)

1. Approve Minutes of the Regular Meeting – November 21, 2011.
2. Approve Minutes of the Special Meeting – November 28, 2011.

Council Member Graham-Mejia stated for the record opposition to action minutes from summary minutes as they did not provide a clear picture for future Council or residents as to what was discussed at the meeting.

Motion/Second: Kusumoto/Edgar

Carried 3/1 (Graham-Mejia cast the dissenting vote): The City Council:

1. Approved the Minutes of the Regular Meeting of November 21, 2011.
2. Approved the Minutes of the Special Meeting of November 28, 2011.

B. Warrants (Finance)

December 5, 2011.

Council Member Kusumoto stated he would abstain as there was a reimbursement for his travel to be approved.

Motion/Second: Graham-Mejia/Edgar

Carried 3/1 (Kusumoto abstained): The City Council approved the Warrants for December 5, 2011, in the amount of \$44,774.18.

C. Award for the Construction of Laurel Park Rehabilitation (CIP No. 10/11-04) (Public Works)

On November 17, 2011, construction bids for the construction of Laurel Park Rehabilitation (CIP No. 10/11-04) were publicly opened. After a thorough review of all bids submitted, staff determined the bid submitted by America West Landscaping, Inc. to be the lowest responsible bid, in the total bid amount of \$189,073.64.

Council Member Graham-Mejia congratulated staff for obtaining bids and choosing the lowest bid.

Motion/Second: Graham-Mejia/Edgar

Unanimously Carried: The City Council:

1. Awarded the construction of Laurel Park Rehabilitation (CIP No. 10/11-04) to America West Landscaping, Inc.; and,
2. Authorized the Mayor to execute the contract for the project; and

3. Authorized staff to execute change orders, if necessary, in an amount not to exceed the contingency reserve of \$18,907, which is 10% of the original contract amount.

D. Consideration of Timing Bids for Race on the Base (Comm. Serv.)

This report recommended City Council enter into a Professional Services Agreement with Gemini Timing for race timing services for the 2012 Race on the Base.

Council Member Graham-Mejia congratulated staff for obtaining bids and choosing the lowest bid.

Motion/Second: Graham-Mejia/Edgar

Unanimously Carried: The City Council authorized the City Manager to enter into a Professional Services Agreement with Gemini Timing for race timing services for the 2012 Race on the Base.

E. Employment Agreement – City Manager (Angela C. Avery) (Admin)

The attached agreement outlines terms and conditions of a new employment agreement with City Manager appointee Angie Avery.

City Attorney Levin referred to Section 3.4.2, and indicated it should read 136 hours of vacation leave accrual per year.

Motion/Second: Graham-Mejia/Edgar

Unanimously Carried: The City Council approved the attached Employment Agreement between the City and Angela C. Avery.

City Attorney Levin indicated Council Member Poe stated she would have liked to have voted in favor of the contract and sent her congratulations.

Ms. Avery thanked the Council and expressed her appreciation.

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

9. PUBLIC HEARING

A. Community Development Block Grant (CDBG) Project List for Fiscal Year 2012-13 (Community Development)

This report set forth a recommended project list for Fiscal Year 2012-2013 of the County's Community Development Block Grant (CDBG) program and approval of the City's participation in the program which may be due in December 2011.

Community Development Director Mendoza summarized the staff report, referring to the information contained therein and answered questions from the City Council.

Mayor Stephens opened the Public Hearing, there being no one present wishing to speak, Mayor Stephens closed the Public Hearing.

Council Member Graham-Mejia requested using grant funding for sidewalks and expressed interest on focusing on sidewalks and ADA ramps.

Community Development Director Mendoza indicated funds could be used for such and clarified sidewalks throughout the City were monitored on a regular basis.

Council Member Kusumoto thanked staff for bringing the item forward in a timely manner.

Mayor Pro Tem Edgar stated the funds were important and expressed caution not to allocate too much staff time to the process as not much funds were available.

Motion/Second: Edgar/Graham-Mejia
Unanimously Carried: The City Council:

1. Opened the public hearing and accepted comments regarding proposed CDBG projects; and,
2. Adopted Resolution No. 2011-24 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA APPROVING THE CITY'S PARTICIPATION IN FISCAL YEAR 2012-2013 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM WITH THE COUNTY OF ORANGE"; and,
3. Directed staff to prepare applications for submittal to the County of Orange; and,
4. Authorized the City Manager to execute all CDBG program documents for Fiscal Year 2012-2013 and appropriate amendments, if any, as they become available.

10. DISCUSSION ITEMS

A. Council Position Regarding the Ground Water Replenishment System Expansion (Community Development)

On November 21, 2011, Board Members of the Orange County Water District presented information to the City Council regarding of the Ground Water Replenishment System. At the meeting, resolutions and letters expressing support for Orange County Water District's Groundwater Replenishment System initial expansion were requested from the City.

Community Development Director Mendoza summarized the staff report, referring to the information contained therein and answered questions from the City Council.

Council Member Graham-Mejia inquired about Mr. Shawver's group.

City Manager Stewart indicated the rate Mr. Shawver's group protested was the increase from Golden State Water and clarified the issues were different.

Discussion regarding rate increases ensued.

Mayor Pro Tem Edgar indicated he would abstain because he was a member of the Groundwater Replenishment Steering Committee.

Motion/Second: Kusumoto/Stephens
Carried 3/0 (Edgar abstained): The City Council:

1. Reviewed and discussed; and,
2. Adopted Resolution 2011-23, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, EXPRESSING SUPPORT FOR THE GROUNDWATER REPLENISHMENT SYSTEM INITIAL EXPANSION"; and,
3. Authorized the Mayor to execute a letter of support for the Groundwater Replenishment System and forward such to Orange County Water District.

Council Member Graham-Mejia stated for the recorded her support was based on verification from the City Manager that this option would provide lower rates than buying water from the MET.

- B. Consideration and Possible Action of Retaining Probolsky Research, LLC for the Purpose of Conducting a Community Survey (Com Dev)**
Staff has obtained a proposal from Probolsky Rsearch, LLC for the purpose of conducting a community telephone survey. It is recommended that the City Council authorize the City Manager to execute a professional services agreement with the firm in an amount not to exceed \$14,900.00.

City Manager Stewart summarized the staff report, referring to the information contained therein and answered questions from the City Council.

Mayor Stephens inquired if any additional companies were looked into. City Manager Stewart answered in the negative. Mayor Stephens inquired if the issue was time sensitive. City Manager Stewart answered in the negative and added the information would be useful for updating the General Plan.

Mayor Stephens opened the meeting to the public.

Mark Nittyman, Rossmoor resident, stated support.

JM Ivler, resident, stated opposition.

Mayor Stephens closed the meeting to the public.

Discussion regarding the following topics ensued:

- Survey versus Rossmoor voting
- LAFCO process regarding annexation
- Cost of the project and County sharing the cost
- Timing of the item
- Phone surveys versus written/online surveys
- Adding the item as a ballot measure
- Rossmoor's application for latent powers
- Sole source provider
- Input from property owners
- Perception of poll as a provocation
- Utility User's Tax (UUT)
- Data driven process in the right sequence
- "In God We Trust" Survey

City Manager Stewart stated the Council did not need to take action tonight and felt a good discussion had taken place.

The City Council tabled the item to a future date.

11. MAYOR AND COUNCIL INITIATED BUSINESS

A. City Council Reorganization

The Los Alamitos Municipal Code specifies the annual reorganization of the City Council. The reorganization is generally conducted during the first meeting in December. However, due to the scheduled absence of a member of the City Council, staff recommends that no action be taken and that the issue be rescheduled for the regular meeting of December 19, 2011, when the entire City Council is scheduled to be in attendance.

City Manager Stewart summarized the staff report, referring to the information contained therein and answered questions from the City Council.

Unanimously Carried: The City Council rescheduled the reorganization of the City Council to the regular meeting of December 19, 2011.

B. 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.

Mayor Stephens thanked City Manager Stewart for his service and expressed confidence in the Council's decision appointing Angie Avery.

Council Member Graham-Mejia agreed with Mayor Stephens. She inquired about the pool heater.

City Engineer Hunt indicated it should be installed by the end of the week.

Council Member Graham-Mejia requested additional police presence in Carrier Row and New Dutch Haven due to Christmas ornament disturbances. She welcomed OC Mattress to the City and announced the Holiday Decorating Contest would take place on December 14, 2011, between 6:00 and 9:00 p.m.

Council Member Graham-Mejia thanked Officer Fernandez for providing life saving medical aide. Chief Mattern elaborated on the event.

Council Member Graham-Mejia inquired about the new police officer's start date. Chief Mattern indicated they should have a start date by the end of the year.

Council Member Graham-Mejia requested additional trimming in Carrier Row around the new wall.

Council Member Kusumoto reported attendance at the State of the City and a Stakeholder meeting with the City's consultant for the General Plan. He requested staff look into obtaining automated external defibrillator (AED) devices.

Mayor Pro Tem Edgar thanked City Manager Stewart for his service and expressed support for promoting within an organization. He reiterated support for Angie Avery and urged Council to support her to be successful. He stated Col. Toy, US Army Corp. of Engineers, expressed interest in updating Council on the future of the US Army Corp.

Mayor Pro Tem Edgar reported attendance at the Chamber Wake Up Breakfast and Seal Beach Parade honoring veterans. He encouraged everyone to attend the Americana Awards on February 25, 2012.

Council Member Graham-Mejia requested a presentation from Wink Chase and Patty Laird regarding CERT.

12. ITEMS FROM THE CITY MANAGER

City Manager Stewart expressed appreciation for the community and staff working with him. He stated all five people on the Council were good people even though they do not always agree.

13. CLOSED SESSION

Conference with Legal Counsel

The City Council finds, based on advice from legal counsel, that discussion in open session will prejudice the position of the local agency in the litigation.

- A. Existing Litigation (G.C. 54956.9(a))
Name of Case: City of Los Alamitos vs. Citizens for a Fair Trash Contract
Case Number: Orange County Superior Court Case #00420414
Authority: Government Code Section 54956.9(a)

Council Member Graham-Mejia and Council Member Kusumoto recused themselves.

City Council recessed into Closed Session at 8:48 p.m.

City Council reconvened in Regular Session at 11:40 p.m.

No reportable action.

14. ADJOURNMENT

Mayor Stephens adjourned the City Council Meeting at 11:41 p.m. The next meeting of the City Council is scheduled for Monday, December 19, 2011, in the City Council Chambers.

Kenneth Stephens, Mayor

ATTEST:

Windmera Quintanar, Department Secretary

MINUTES OF THE CITY COUNCIL
OF THE CITY OF LOS ALAMITOS

SPECIAL MEETING – December 8, 2011

1. **CALL TO ORDER**

The City Council met in Special Session at 7:48 a.m., Thursday, December 8, 2011, in the Council Chambers, 3191 Katella Avenue, Mayor Stephens presiding.

Pursuant to Government Code Section 54953, Subdivision (b), this meeting included teleconference participation by Council Member Poe from 6102 Hazelwood, Crystal Lake, IL, 60012.

2. **ROLL CALL**

Present: Council Members: Poe, Mayor Pro Tem Edgar, Mayor Stephens

Absent: Council Members: Graham-Mejia, Kusumoto

Present: Staff: Jeffrey L. Stewart, City Manager
Sandra Levin, City Attorney
Windmera Quintanar, Department Secretary

3. **ORAL COMMUNICATIONS**

Mayor Stephens opened Oral Communications, there being no one present wishing to speak, Mayor Stephens closed Oral Communications.

4. **CLOSED SESSION**

Conference with Legal Counsel

The City Council finds, based on advice from legal counsel, that discussion in open session will prejudice the position of the local agency in the litigation.

- A. Existing Litigation (G.C. 54956.9(a))
Name of Case: City of Los Alamitos vs. Citizens for a Fair Trash Contract
Case Number: Orange County Superior Court Case #00420414
Authority: Government Code Section 54956.9(a)

City Attorney Levin reported the Council unanimously directed the City Attorney to file a Notice of Appeal to preserve and protect the City's rights and position, but also to pursue settlement discussions to see if there is a way to amicably resolve the pending disputes.

5. **ADJOURNMENT**

Mayor Stephens adjourned the City Council Meeting at 9:55 a.m. The next meeting of the City Council is scheduled for Monday, December 5, 2011, in the City Council Chambers.

Kenneth Stephens, Mayor

ATTEST:

Windmera Quintanar, Department Secretary

CITY OF LOS ALAMITOS
A/P Warrants
December 19, 2011

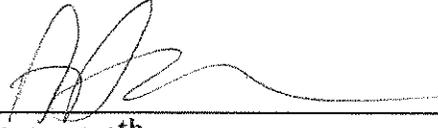
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01-06	\$ 63,954.46	A/P Warrants	12/19/2011
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Total	<u>\$ 63,954.46</u>
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Statement:

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 Director.



this 14th day of December, 2011

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ADAMSON POLICE PRODUCTS	FLARES	GENERAL FUND	PATROL	603.03
	AMMUNITION	GENERAL FUND	PATROL	533.37
			TOTAL:	1,136.40
ALL AMERICAN SIGN COMPANY	FOAM LETTERS	GENERAL FUND	BUILDING MAINTENANCE	633.38
	DECALS	GENERAL FUND	BUILDING MAINTENANCE	50.39
			TOTAL:	683.77
ALLEN TIRE CO.	TIRES & ALIGNMENT	GARAGE FUND	GARAGE	451.75
				TOTAL:
ALLIANT INSURANCE SERVICES, INC.	LIABILITY INS/CC RENTALS	GENERAL FUND	SPECIAL CLASSES	315.62
				TOTAL:
AT & T MOBILITY	BILL CYCLE 10/24-11/23	GENERAL FUND	PATROL	403.69
				TOTAL:
BARBARA BANNERMAN	INSTRUCTOR - YOGA	GENERAL FUND	SPECIAL CLASSES	114.40
				TOTAL:
BENESYST	FLEX ADMIN SRVCES - JAN 20	GENERAL FUND	ADMINISTRATIVE SERVICE	158.80
				TOTAL:
SUSAN BROWN	TUITION REIMBURSEMENT	GENERAL FUND	RECORDS	4,455.00
				TOTAL:
BUSINESS PRODUCTS DISTRIBUTORS	OFFICE SUPPLIES	GENERAL FUND	CITY MANAGER	16.95
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	92.38
			TOTAL:	109.33
C.A. WEB DESIGN, INC.	WINTER 2011 BROCHURE KICKBALL WEBSITE LINK	GENERAL FUND	RECREATION ADMINISTRAT SPORTS	40.70
				34.10
				TOTAL:
CALIFORNIA FORENSIC PHLEBOTOMY INC.	BLOOD TEST	GENERAL FUND	PATROL	112.50
				TOTAL:
CITY OF SEAL BEACH	OCTOBER BOOKINGS	GENERAL FUND	PATROL	245.00
				TOTAL:
CLEANSOURCE	FLOOR CLEANER	GENERAL FUND	BUILDING MAINTENANCE	483.74
				TOTAL:
BOB COHEN	INSTRUCTOR - ADULT ED INSTRUCTOR - ADULT ED	GENERAL FUND	SPECIAL CLASSES SPECIAL CLASSES	63.00
				84.00
				TOTAL:
COMMUNITY SENIORSERV	NUTRITION TRANSPORTATION NUTRITION TRANSPORTATION	GENERAL FUND	COMMUNITY SERVICES COMMUNITY SERVICES	218.08
				229.36
				TOTAL:
COMPETITOR GROUP, INC.	RACE ON THE BASE AD	GENERAL FUND	SPECIAL EVENTS	1,240.00
				TOTAL:
COUNTY OF ORANGE AUDITOR-CONTROLLER	PARKING CITATIONS	GENERAL FUND	NON-DEPARTMENTAL	2,287.50
				TOTAL:

ENDOR SORT	DESCRIPTION	FUND	DEPARTMENT	A. AMOUNT
COUNTY OF ORANGE TREASURER-TAX COLLECT	OCATS	GENERAL FUND	COMMUNICATIONS TECHNOL	305.00
			TOTAL:	305.00
CSMFO	2012 CSMFO CONFERENCE	GENERAL FUND	ADMINISTRATIVE SERVICE	299.00
			TOTAL:	299.00
FIRSTSPOT	INTERNET HOSTING SERVICES	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	720.00
			TOTAL:	720.00
MARRI FOX	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	10.50
	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	12.60
			TOTAL:	23.10
UN ON THE FARM, INC.	INSTRUCTOR-HORSEBACK RIDE	GENERAL FUND	SPECIAL CLASSES	89.60
			TOTAL:	89.60
ALLS / LONG BEACH UNIFORM	UNIFORMS	GENERAL FUND	PATROL	339.28
			TOTAL:	339.28
ANAHL LUMBER COMPANY	LUMBER	GENERAL FUND	STREET MAINTENANCE	18.38
	TOOLS	GENERAL FUND	STREET MAINTENANCE	11.40
	MATERIALS FOR JAIL	GENERAL FUND	BUILDING MAINTENANCE	37.87
	LUMBER	GENERAL FUND	BUILDING MAINTENANCE	17.92
	SANDPAPER	GENERAL FUND	BUILDING MAINTENANCE	17.85
	LOCK	GENERAL FUND	BUILDING MAINTENANCE	8.61
	PAINT	GENERAL FUND	BUILDING MAINTENANCE	14.00
	TOOLS	GARAGE FUND	GARAGE	10.23
			TOTAL:	136.26
LENN E. THOMAS CO.	BRAKE BOOSTER & MASTER	GARAGE FUND	GARAGE	210.78
	HEADLAMP SWITCH	GARAGE FUND	GARAGE	34.09
			TOTAL:	244.87
GOLDEN STATE WATER COMPANY	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	2,218.95
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	1,359.99
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	4,387.07
			TOTAL:	7,966.01
DL COREN & CONE	PROPERTY TAX SERVICES	GENERAL FUND	ADMINISTRATIVE SERVICE	1,250.00
			TOTAL:	1,250.00
JNTINGTON BEACH HONDA	REPLACE LIGHT & FUSE	GENERAL FUND	TRAFFIC	249.31
			TOTAL:	249.31
JUDICIAL DATA SYSTEMS CORPORATION	CITATIONS	GENERAL FUND	TRAFFIC	379.00
			TOTAL:	379.00
DNICA MINOLTA BUSINESS SOLUTIONS	COPIER LEASE - ADMIN SVCS	GENERAL FUND	ADMINISTRATIVE SERVICE	456.66
	COPIER LEASE - CITY HALL	GENERAL FUND	ADMINISTRATIVE SERVICE	461.46
	COPIER LEASE - P/D	GENERAL FUND	POLICE ADMINISTRATION	302.00
			TOTAL:	1,220.12
JSTOM IMPRINTS	KICKBALL T-SHIRTS	GENERAL FUND	SPORTS	120.29
	RACE ON BASE BANNERS	GENERAL FUND	SPECIAL EVENTS	273.02
			TOTAL:	393.31

ENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
A WEEKLY	RACE ON BASE FLYERS	GENERAL FUND	SPECIAL CLASSES	700.00
			TOTAL:	700.00
ING LIU	INSTRUCTOR - ART	GENERAL FUND	SPECIAL CLASSES	48.75
	INSTRUCTOR - ART	GENERAL FUND	SPECIAL CLASSES	154.70
			TOTAL:	203.45
OS ALAMITOS AUTO PARTS	OIL	GARAGE FUND	GARAGE	22.08
			TOTAL:	22.08
OS ALAMITOS UNIFIED SCHOOL DISTRICT	RACE CLINIC CUSTODIANS	GENERAL FUND	SPECIAL EVENTS	480.00
			TOTAL:	480.00
OS ALTOS TROPHY	BASKETBALL TROPHIES	GENERAL FUND	SPORTS	150.85
			TOTAL:	150.85
EMORIAL OCCUPATIONAL MEDICAL SERVICES	PRE-EMPLOYMENT TB TEST	GENERAL FUND	ADMINISTRATIVE SERVICE	20.00
	NEW EMPLOYEE PHYSICALS	GENERAL FUND	ADMINISTRATIVE SERVICE	460.00
			TOTAL:	480.00
ISC. VENDOR	REFUND TEMP USE PERMIT FEE	GENERAL FUND	NON-DEPARTMENTAL	250.00
	REFUND - RACE ON BASE	GENERAL FUND	NON-DEPARTMENTAL	80.00
	REFUND - COMPUTER CLASS	GENERAL FUND	NON-DEPARTMENTAL	25.00
	REFUND - RENTAL FEES	GENERAL FUND	NON-DEPARTMENTAL	25.00
	REFUND - SECURITY DEPOSIT	GENERAL FUND	NON-DEPARTMENTAL	150.00
	REFUND - SECURITY DEPOSIT	GENERAL FUND	NON-DEPARTMENTAL	75.00
	REFUND - SECURITY DEPOSIT	GENERAL FUND	NON-DEPARTMENTAL	75.00
			TOTAL:	680.00
RISCILLA MONSERRATE-SANDERS	INSTRUCTOR - TODDLER CLASS	GENERAL FUND	SPECIAL CLASSES	409.50
			TOTAL:	409.50
YNDA MOORE	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	199.80
	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	355.20
			TOTAL:	555.00
EWS ENTERPRISE	PUBLISH NOTICE	GENERAL FUND	CITY COUNCIL	72.25
	BID ADVERTISEMENT	MEASURE M	CAPITAL PROJECTS	463.26
			TOTAL:	535.51
EXTEL COMMUNICATIONS	TRAFFIC CALMING SIGN	GENERAL FUND	TRAFFIC	17.48
			TOTAL:	17.48
ACIFIC TELEMAGEMENT SERVICES	PAY PHONE	GENERAL FUND	COMMUNICATIONS TECHNOL	82.64
			TOTAL:	82.64
AK WEST PAPER & PACKAGING	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	1,708.42
	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	27.45
			TOTAL:	1,735.87
ARKHOUSE TIRE, INC.	CHARGER TIRES	GARAGE FUND	GARAGE	1,375.93
			TOTAL:	1,375.93
NNE COREEN PENNYPACKER	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	198.90
	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	464.10
	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	132.60

ENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	99.45
	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	99.45
	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	165.75
	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	165.75
	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	117.00
	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	39.00
	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	351.00
	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	39.00
	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	33.15
	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	33.15
			TOTAL:	1,938.30
ETTY CASH	SR. SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	21.54
	EMPLOYEE LUNCH SUPPLIES	GENERAL FUND	CITY COUNCIL	123.08
	EMPLOYEE LUNCH SUPPLIES	GENERAL FUND	CITY COUNCIL	58.05
	COMMISSION DINNER SUPPLIES	GENERAL FUND	CITY COUNCIL	21.53
	COMMISSION DINNER SUPPLIES	GENERAL FUND	CITY COUNCIL	30.00
	PARKING/BROCHURE EXCHANGE	GENERAL FUND	RECREATION ADMINISTRAT	11.00
	PARKING	GENERAL FUND	RECREATION ADMINISTRAT	10.00
	SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	20.65
	AQUATICS LUNCH	GENERAL FUND	AQUATICS	20.30
	AQUATICS SUPPLIES	GENERAL FUND	AQUATICS	23.97
	AQUATICS SUPPLIES	GENERAL FUND	AQUATICS	28.79
	SR. CLUB SUPPLIES	GENERAL FUND	COMMUNITY SERVICES	38.20
	SPORTS LAUNDRY	GENERAL FUND	SPORTS	3.00
	REC LEADER TRAINING	GENERAL FUND	SPORTS	60.00
	SPORTS LAUNDRY	GENERAL FUND	SPORTS	4.00
	BASKETBALLS	GENERAL FUND	SPORTS	46.39
	SPORTS LAUNDRY	GENERAL FUND	SPORTS	4.50
	KICKBALL FEE	GENERAL FUND	SPORTS	10.00
	FOOD DRIVE BOXES	GENERAL FUND	SPECIAL CLASSES	7.33
	PRE-SCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	15.38
	BROCHURE PREP LUNCH	GENERAL FUND	SPECIAL CLASSES	24.39
	RACE ON BASE MAILING	GENERAL FUND	SPECIAL EVENTS	14.78
	RACE ON BASE MAILING	GENERAL FUND	SPECIAL EVENTS	3.76
			TOTAL:	600.64
RO FORCE LAW ENFORCEMENT	TASER CARTRIDGES	GENERAL FUND	PATROL	825.31
			TOTAL:	825.31
ACEPLACE MAGAZINE	WEBSITE BANNER PLACEMENT	GENERAL FUND	SPECIAL EVENTS	650.00
			TOTAL:	650.00
ICOH AMERICAS CORPORATION	LEASE COPIER	GENERAL FUND	RECREATION ADMINISTRAT	560.30
			TOTAL:	560.30
DBERTSON'S	CONCRETE	TRAFFIC IMPROVEMEN	CAPITAL PROJECTS	785.92
			TOTAL:	785.92
AVID SALAS	COMPUTER LOAN	GENERAL FUND	NON-DEPARTMENTAL	549.74
			TOTAL:	549.74
IENTIA CONSULTING GROUP	REPAIR PD DATA SERVER	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	332.50
	IT SERVICES	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	5,700.00
			TOTAL:	6,032.50

ENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
SECRETARY OF STATE	LOS AL PUB FACILITIES CORP	LAUREL PARK DEBT S	NON-DEPARTMENTAL	20.00
			TOTAL:	20.00
IR SPEEDY	ENVELOPES	GENERAL FUND	POLICE ADMINISTRATION	124.24
	LETTERHEAD	GENERAL FUND	POLICE ADMINISTRATION	228.57
	BUSINESS CARDS	GENERAL FUND	RECREATION ADMINISTRAT	31.25
			TOTAL:	384.06
O CAL SANITATION LLC	RESTROOM SERVICES	GENERAL FUND	SPORTS	1,121.39
			TOTAL:	1,121.39
SOUTHERN CALIFORNIA EDISON	TRAFFIC SIGS/ST LIGHTS	GENERAL FUND	STREET MAINTENANCE	55.61
	SPRINKLERS	GENERAL FUND	PARK MAINTENANCE	179.26
			TOTAL:	234.87
SOUTHERN CALIFORNIA HALF MARATHON (SCH	EXPO BOOTH/BAG INSERTS	GENERAL FUND	SPECIAL EVENTS	750.00
			TOTAL:	750.00
POT LIGHTING SUPPLIES, INC.	LIGHTBULBS	GENERAL FUND	BUILDING MAINTENANCE	43.10
			TOTAL:	43.10
TIME WARNER CABLE	ADMIN CABLE SERVICE	GENERAL FUND	CITY MANAGER	164.96
	INTERNET - COMPUTER CENTER	GENERAL FUND	RECREATION ADMINISTRAT	69.95
			TOTAL:	234.91
.S. BANK	SR. MEALS SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	69.51
	SR. MEALS SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	12.00
	SR. MEALS SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	87.74
	COMM DINNER SUPPLIES	GENERAL FUND	CITY COUNCIL	60.82
	AGENDA TABS	GENERAL FUND	CITY COUNCIL	101.22
	ACC-OC MEETING	GENERAL FUND	CITY COUNCIL	63.00
	COUNCIL REFRESHMENTS	GENERAL FUND	CITY COUNCIL	31.46
	COUNCIL COFFEE	GENERAL FUND	CITY COUNCIL	9.06
	OFFICE SUPPLIES	GENERAL FUND	CITY MANAGER	13.87
	CALENDARS	GENERAL FUND	POLICE ADMINISTRATION	27.25
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	134.21
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	118.92
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	199.28
	CALENDARS	GENERAL FUND	POLICE ADMINISTRATION	126.66
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	29.49
	FIRST AID KIT SUPPLIES	GENERAL FUND	PATROL	45.86
	PATROL GLOVES	GENERAL FUND	PATROL	161.63
	ENTERSECT ONLINE	GENERAL FUND	INVESTIGATION	79.00
	WEB HOSTING	GENERAL FUND	COMMUNITY OUTREACH	14.95
	WEB HOSTING	GENERAL FUND	COMMUNITY OUTREACH	12.95
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	41.40
	PROPANE	GENERAL FUND	BUILDING MAINTENANCE	33.94
	STEEL	GENERAL FUND	BUILDING MAINTENANCE	49.30
	WATER FILTER SERVICE	GENERAL FUND	BUILDING MAINTENANCE	141.93
	WATER FILTER	GENERAL FUND	BUILDING MAINTENANCE	11.94
	LIGHTBULBS	GENERAL FUND	BUILDING MAINTENANCE	40.88
	PROPANE	GENERAL FUND	BUILDING MAINTENANCE	24.89
	CPRS CONFERENCE	GENERAL FUND	RECREATION ADMINISTRAT	339.00
	INTERVIEW PANEL LUNCH	GENERAL FUND	RECREATION ADMINISTRAT	39.49
	POSTAGE	GENERAL FUND	RECREATION ADMINISTRAT	12.76
	RETURN-HALLOWEEN SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	80.93

ENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	INTERVIEW PANEL LUNCH	GENERAL FUND	SPORTS	52.25
	RACE ON BASE COSTUMES	GENERAL FUND	SPECIAL EVENTS	360.90
	RACE ON BASE AD	GENERAL FUND	SPECIAL EVENTS	19.70
	RACE ON BASE AD	GENERAL FUND	SPECIAL EVENTS	23.68
	RACE ON BASE FLYERS/CARDS	GENERAL FUND	SPECIAL EVENTS	466.56
	RACE ON BASE AD	GENERAL FUND	SPECIAL EVENTS	21.14
	RACE ON BASE AD	GENERAL FUND	SPECIAL EVENTS	18.34
	RACE ON BASE AD	GENERAL FUND	SPECIAL EVENTS	14.30
	POSTAGE	PARK DEVELOPMENT	CAPITAL PROJECTS	5.65
	ADVIL	GARAGE FUND	GARAGE	18.09
	SHOP SUPPLIES	GARAGE FUND	GARAGE	115.57
			TOTAL:	3,169.66
.S. HEALTHWORKS MEDICAL GROUP	PRE-EMPLOYMENT PHYSICAL	GENERAL FUND	ADMINISTRATIVE SERVICE	498.00
			TOTAL:	498.00
ERIZON CALIFORNIA, INC.	ADMIN/FAX	GENERAL FUND	ADMINISTRATIVE SERVICE	50.25
	EOC/FAX LINES	GENERAL FUND	COMMUNICATIONS TECHNOL	912.27
	POLICE DEPT/RELAY LINE	GENERAL FUND	COMMUNICATIONS TECHNOL	79.38
	TELECOMMUNICATIONS	GENERAL FUND	COMMUNICATIONS TECHNOL	771.09
	TRAFFIC SIGNAL	GENERAL FUND	STREET MAINTENANCE	44.22
	TRAFFIC SIGNAL	GENERAL FUND	STREET MAINTENANCE	79.30
	TRAFFIC SIGNAL	GENERAL FUND	STREET MAINTENANCE	44.58
	TRAFFIC SIGNAL	GENERAL FUND	STREET MAINTENANCE	42.19
	TRAFFIC SIGNAL	GENERAL FUND	STREET MAINTENANCE	42.19
	PARKS & REC/FAX	GENERAL FUND	RECREATION ADMINISTRAT	42.64
			TOTAL:	2,108.11
ERIZON WIRELESS	POLICE	GENERAL FUND	POLICE ADMINISTRATION	43.64
	COMMUNITY DEVELOPMENT	GENERAL FUND	NEIGHBORHOOD PRESERVAT	10.67
	PUBLIC WORKS	GENERAL FUND	STREET MAINTENANCE	193.01
			TOTAL:	247.32
YAGER FLEET SYSTEMS, INC.	FUEL	GARAGE FUND	GARAGE	6,476.78
	FUEL TAX CREDIT	GARAGE FUND	GARAGE	304.18
	CNG FUEL	GARAGE FUND	GARAGE	322.29
			TOTAL:	6,494.89
EST COAST TENNIS SERVICES	INSTRUCTOR - TENNIS	GENERAL FUND	SPECIAL CLASSES	461.50
			TOTAL:	461.50
OLLY WOMACK	INSTRUCTOR - NEEDLECRAFTS	GENERAL FUND	SPECIAL CLASSES	204.75
			TOTAL:	204.75
EROX CORPORATION	COPIER LEASE	GENERAL FUND	ADMINISTRATIVE SERVICE	1,169.91
	COPIER LEASE	GENERAL FUND	ADMINISTRATIVE SERVICE	959.37
			TOTAL:	2,129.28

City of Los Alamitos

Agenda Report Consent Calendar

December 19, 2011
Item No: 8C

To: Mayor Stephens & Members of the City Council

From: Jeffrey L. Stewart, City Manager

Subject: Resolution No. 2011-26 – Temporary Designation of City Clerk Responsibilities to the City Manager and Discussion of Options Regarding Selection of Permanent City Clerk

Summary: Effective January 3, 2012, the City Council accepted the resignation of current City Manager/City Clerk, Jeffrey Stewart. Section 2.12.030A of the Municipal Code requires the appointment of the City Clerk by Resolution. The City Council has multiple options with regard to the selection of the next City Clerk, which the City Council may or may not wish to discuss on December 19. While those issues are considered and agreed upon by the Council, it is necessary to designate an interim City Clerk to remain in compliance with the Municipal Code. The attached Resolution would confirm the appointment of the City Manager as City Clerk until the selection process for the permanent City Clerk has been completed.

Recommendation:

1. Adopt Resolution No. 2011-26, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS APPOINTING THE CITY MANAGER AS INTERIM CITY CLERK OF THE CITY OF LOS ALAMITOS"; and,
2. Discuss options regarding selection of permanent City Clerk; and,
3. Alternatively, discuss and take other action related to this item.

Background and Discussion

Jeff Stewart has resigned from the City of Los Alamitos effective January 3, 2012. With Mr. Stewart's resignation, the City Council must consider an appointment to fill this classification. On December 5, 2011, the City Council appointed Angela Avery as the City Manager. The past practice of the City has been to appoint the City Manager as the City Clerk until such time as a new City Clerk can be recruited and appointed. Section 2.12.030A of the Los Alamitos Municipal Code requires the appointment be made by Resolution.

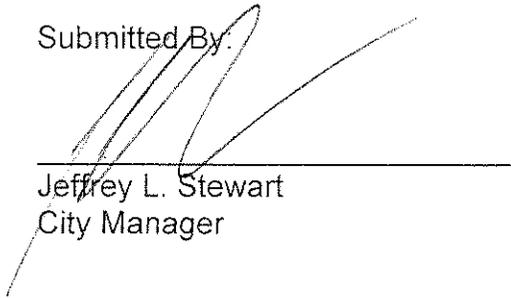
Staff is currently working with multiple entities with regard to contracting for temporary City Clerk services. The contract option appears to be viable, and some consideration may be considered to determine whether City Clerk services should be contracted on a permanent basis.

At this time, there is no formal proposal to do that, but staff will exercise due diligence to sort out the issues and, at least, present the option to the City Council. If the Council seeks to provide policy direction with regard to contracting for City Clerk services, on a temporary or permanent basis, it would be appropriate to discuss those views.

Fiscal Impact:

None.

Submitted By:



Jeffrey L. Stewart
City Manager

Attachment: 1) Resolution 2011-26

RESOLUTION NO. 2011-26

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LOS ALAMITOS APPOINTING THE CITY MANAGER AS
INTERIM CITY CLERK OF THE CITY OF LOS ALAMITOS**

WHEREAS, the City Charter and the Municipal Code of the City of Los Alamitos provide for a City Clerk whose duties and responsibilities are more specifically defined therein; and,

WHEREAS, Section 2.12.030A of the Los Alamitos Municipal Code states that "The City Clerk shall be appointed by the City Council and shall serve at its pleasure. The appointment of the City Clerk shall be by Resolution by the City Council."

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS DOES RESOLVE AS FOLLOWS:

SECTION 1. The City Manager is hereby appointed as Interim City Clerk of the City of Los Alamitos.

SECTION 2. Said Interim City Clerk shall have all of the powers and duties as set forth in the Government Code of the State of California, the City Charter, and the Municipal Code of the City of Los Alamitos.

SECTION 3. There shall be no additional compensation paid to the City Manager for serving as Interim City Clerk for the City of Los Alamitos.

SECTION 4. That Resolution No. 2011-15 is hereby repealed.

PASSED, APPROVED, AND ADOPTED this 19th day of December, 2011.

Kenneth Stephens, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Sandra J. Levin
City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LOS ALAMITOS)

I, Jeffrey L. Stewart, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 19th day of December, 2011, by the following vote to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Jeffrey L. Stewart, City Clerk

City of Los Alamitos

Agenda Report Consent Calendar

December 19, 2011
Item No: 8D

To: Mayor Kenneth Stephens and Members of the City Council

Via: Jeffrey L. Stewart, City Manager

From: David Hunt, City Engineer
Steven Mendoza, Director of Community Development

Subject: Award Bid for Katella Avenue Median Modifications at Chestnut Street

Summary: This report recommends actions to begin facilitating the construction of Katella Avenue Median Modifications at Chestnut Street.

Recommendation:

1. Award the construction of Katella Avenue Median Modifications at Chestnut Street (CIP No. 10/11-07) to Hym Engineering, Inc.; and,
2. Authorize the Mayor to execute the contract for the project; and
3. Authorize staff to execute change orders, if necessary, in an amount not to exceed the contingency reserve of \$6,495.00, which is 10% of the original contract amount.
4. Due to potential high ground water level at this site, authorize staff to execute additional change orders, if necessary, in an amount not to exceed a second contingency reserve of \$6,495.00, which is 10% of the original contract amount.

Background

At its meeting of August 21, 2006, the City Council approved restriction of the westbound turn lane to Polly's commercial driveway on Katella Avenue between Wallingsford Road and Los Alamitos Boulevard.

Katella Avenue, in this location, provides three eastbound through lanes and one transitional exclusive right-turn lane between Wallingsford Road and Los Alamitos Boulevard. An issue develops during the period when traffic queues back-up in the through lanes from Los Alamitos Boulevard. Because of the volume of eastbound through traffic demand, less demand exists in the exclusive right-turn lane and vehicles continue to move within that lane. Vehicles stopped in the eastbound through lanes generally obscure recognition between drivers turning left and drivers in the fourth eastbound lane. During 2005, a total of 16 collisions were reported between westbound left-turns and vehicles in the fourth eastbound lane.

The traffic analysis for the CVS project reviewed the issue of left-turns into the site from Katella Avenue, storage requirements, circulation issues, etc. The study concluded the eastbound left-turn lane at Chestnut Street could remain open and be integrated into the median island plan without impacting left-turn capacity for Walnut Street/Wallingsford Road or Los Alamitos Boulevard. Staff had reviewed the report and has concurred with the findings. At its meeting of October 6, 2008 the City Council approved maintaining the existing eastbound left-turn opening at Chestnut Street. Since that time, the City has had temporary barriers in place to alleviate the situation.

Discussion

Project Bid Results

Notices announcing the solicitation of bids for this project were posted in the normal locations within the City, advertised in the News-Enterprise and advertised in the F.W. Dodge publication known as the "Green Sheet". The bids for the construction of Katella Avenue Median Modifications at Chestnut Street (CIP No. 10/11-07) were publicly opened on November 30, 2011, at 10:00 am. From the eleven (11) total bids received, staff determined the construction bid submitted by Hym Engineering, Inc. to be the lowest responsible bid, with the total bid amount of \$64,948.00.

The bid results are shown below.

Bidder	Total Base Bid
HYM Engineering, Inc	\$64,948.00
Ted Enterprises	\$68,364.00
Martinez Concrete, Inc	\$70,086.70
Sequel Contractors, Inc	\$73,601.00
Super Technical	\$74,762.00
Southland Construction	\$79,409.00
GMC	\$83,016.50
Excel Paving Co.	\$89,983.00
Atom Engineering Construction	\$104,398.00
EBS General Engineering	\$109,109.00
Shawnan	\$134,770.00

Bidder Assessment

HYM Engineering, Inc. was found to be the lowest responsible bid, with the total bid amount of \$64,948.00. They are located in Buena Park, California. The Engineer's estimate for the project is \$95,000.00.

Additional Contingency reserve requested

Due to the small size of this project and experience with the last alley improvement project staff is requesting the normal 10% contingency reserve for this project plus an

additional 10% to handle the potential of a high ground water table at the site. If the high ground water exists it will require an additional gravel base be placed under the proposed improvements. Once the median pavement is removed, staff will know if this additional 10% contingency reserve will be required.

Fiscal Impact

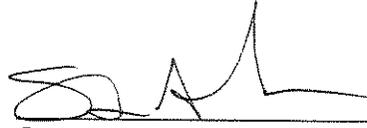
This project is part of the 2011-12 Business Area Street Improvements that has a budget of \$155,000 from Measure M fund and \$155,000 from the Traffic Improvement fund.

Prepared By:



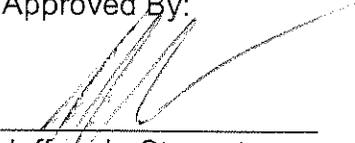
David Hunt, PE
City Engineer

Reviewed By:



Steven Mendoza
Director of Community Development

Approved By:



Jeffrey L. Stewart
City Manager

Attachments: 1) Contract

ARTICLES OF AGREEMENT

KATELLA AVENUE MEDIAN MODIFICATIONS
AT CHESTNUT STREET
CIP 10/11-07
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

THIS Katella Avenue Median Modifications At Chestnut Street, CIP 10/11-07, AGREEMENT ("AGREEMENT") is made and entered into for the above-stated project this 19th day of December, 2011, BY AND BETWEEN the City of Los Alamitos, a municipal corporation, hereafter designated as "AGENCY", and HYM Engineering, Inc., a corporation, hereafter designated as "CONTRACTOR."

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

The contract documents for the Katella Avenue Median Modifications at Chestnut Street, CIP 10/11-07, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two (2) signed copies of the AGREEMENT, two (2) signed copies of required bonds; one (1) copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner (collectively referred to herein as the "Contract Documents"). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in this AGREEMENT.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (Section 16700, et seq.) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

ARTICLE III: Compensation

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum of Sixty-four Thousand Nine Hundred Forty-Eight Dollars (\$64,948.00) unless specifically approved in advance and in writing by AGENCY

Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

B. This AGREEMENT is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with this Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

C. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR. Upon satisfactory completion of this AGREEMENT, the securities shall be returned to CONTRACTOR.

At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

ARTICLE IV: Labor Code

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT shall be considered as included in the price for all contract items of work involved.

This AGREEMENT is further subject to prevailing wage law, including, but not limited to, the following:

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the AGREEMENT. When any craft or classification is omitted from the general prevailing wage determinations, the CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. The CONTRACTOR shall forfeit as a penalty to AGENCY \$50.00 or any greater penalty provided in the Labor Code for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the AGREEMENT employed in the execution of the work by CONTRACTOR or by any Subcontract under CONTRACTOR in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONTRACTOR.

B. CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by all of its subcontractors.

C. Pursuant to Labor Code § 1776, CONTRACTOR and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this AGREEMENT. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

D. This AGREEMENT is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by CONTRACTOR's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to AGENCY \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by CONTRACTOR or by any Subcontractor of CONTRACTOR, for each Calendar Day during which such worker is required or permitted to the work more than eight hours in one Calendar Day or more than 40 hours in any one calendar week in violation of the provisions of the Labor Code.

E. This AGREEMENT is subject to Public Contract Code Section 6109: CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Sections 1777.1 or 1777.7 of the Labor Code.

ARTICLE V: Work Site Conditions

A. In compliance with and pursuant to Government Code Section 4215, AGENCY shall assume the responsibility, as between the parties to this AGREEMENT, for the timely removal, relocation, or protection of existing main- or trunk-line utility facilities located on the site of any construction project that is a subject of this AGREEMENT, if such utilities are not identified by AGENCY in the plans and specifications made a part of the invitation for bids. The AGREEMENT documents shall include provisions to compensate CONTRACTOR for the costs of locating, repairing damage not due to the failure of CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of AGENCY or the owner of the utility to provide for removal or relocation of such utility facilities.

B. To the extent that the work requires trenches in excess of five feet (5') and is estimated to cost more than \$25,000, prior to any excavation, CONTRACTOR must provide the AGENCY, or a registered civil or structural engineer employed by the AGENCY to whom authority to accept has been delegated, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

C. This AGREEMENT is further subject to Public Contract Code Section 7104 with regard to any trenches deeper than four feet (4') involved in the proposed work as follows:

CONTRACTOR shall promptly, and before the following conditions are disturbed, notify AGENCY, in writing, of any:

- (1) Material that CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

AGENCY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in CONTRACTOR's cost of, or the time required for, performance of any part of the work, AGENCY shall issue a change order under the procedures described in this AGREEMENT.

In the event that a dispute arises between AGENCY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work,

CONTRACTOR shall not be excused from any scheduled completion date provided in the AGREEMENT, but shall proceed with all work to be performed under the contract. CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE VI: Insurance

A. With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain, and shall require all of its subcontractors to maintain, insurance as required by Section E "Standard Specifications" of the Contract Documents.

B. This AGREEMENT is further subject to Workers' Compensation obligations, including, but not limited to, California Labor Code Sections 1860 and 1861 as follows:

CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR and any of CONTRACTOR's subcontractors shall be required to provide AGENCY with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this AGREEMENT at the site of the Project is not protected under any Worker's Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify and hold harmless AGENCY for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

ARTICLE VII: Indemnification

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the "Indemnitees") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "Liabilities"), arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of CONTRACTOR, CONTRACTOR's Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the "Indemnitors"), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT.

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in,

resulting from or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer's or partner's joint and several liability hereunder.

ARTICLE VIII: Binding Affect

AGENCY and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This AGREEMENT is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

ARTICLE IX: Dispute Resolution

A. In the event of a dispute arising out of the terms of this AGREEMENT, including any action brought to declare the rights granted herein or to enforce any of the terms of this AGREEMENT, the party prevailing in such dispute shall be entitled to all reasonable costs and litigation expenses actually incurred, including fees of attorneys and expert witnesses. Any court action arising out of this AGREEMENT shall be filed in the Los Angeles County Superior Court. Any alternative dispute resolution proceeding arising out of this AGREEMENT shall be heard in the City of Los Angeles or the City of Los Alamitos, California.

B. AGENCY shall have full authority to compromise or otherwise settle any claim relating to this AGREEMENT or any part hereof at any time. AGENCY shall provide timely notification to CONTRACTOR of the receipt of any third-party claim relating to this AGREEMENT. AGENCY shall be entitled to recover its reasonable costs incurred in providing the notification required by this section.

C. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the contractor, for the response to such claims by the contracting public agency, for a mandatory meet and confer conference upon the request of the contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

ARTICLE X: Independent Contractor

CONTRACTOR is and shall at all times remain as to AGENCY, a wholly independent contractor. Neither AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

ARTICLE XI: Taxes

CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials,

equipment, services, processes and operations incidental to or involved in this AGREEMENT. The CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in this AGREEMENT shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the execution of this AGREEMENT.

ARTICLE XII: Notices

All notices and communications shall be sent in writing to the parties at the following addresses:

AGENCY: Dave Hunt, City Engineer	CONTRACTOR: _____
CITY OF LOS ALAMITOS	HYM Engineering, Inc.
3191 Katella Ave.	6380 Roland Street
Los Alamitos, CA 90720	Buena Park, CA 90621

ARTICLE XIII: Entire Agreement

This AGREEMENT supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this AGREEMENT shall not be valid or binding. Any modification of this AGREEMENT will be effective only if signed by the party to be charged.

The benefits and obligations of this AGREEMENT shall inure to and be binding upon the representatives, agents, partners, heirs, successors and assigns of the parties hereto. This AGREEMENT shall be construed pursuant to the laws of the State of California.

ARTICLE XIV: Authority To Contract

The signatories hereto represent that they are authorized to sign on behalf of the respective parties they represent and are competent to do so, and each of the parties hereto hereby irrevocably waives any and all rights to challenge signatures on these bases.

ARTICLE XV: General Provisions

A. All reports, documents or other written material ("written products" herein) developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by AGENCY. CONTRACTOR 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 CONTRACTOR.

B. In the performance of this Agreement, CONTRACTOR 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 or medical condition.

C. 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).

D. The waiver by AGENCY or CONTRACTOR 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 AGENCY or CONTRACTOR unless in writing.

E. 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. In the event 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. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this 19th day of December, 2011.

CONTRACTOR:

Business Name

Name & Title (Sign)

Contractor's License No. _____

Subscribed and sworn to this _____ day of _____, 2011.

NOTARY PUBLIC _____

(SEAL)

AGENCY:

Mayor
City of Los Alamitos

Date

ATTESTED:

City Clerk of the
City of Los Alamitos

Date

APPROVED AS
TO FORM:

Sandra Levin, City Attorney
City of Los Alamitos

Date

(EXECUTE IN DUPLICATE)

**PAYMENT BOND
KATELLA AVENUE MEDIAN MODIFICATIONS
AT CHESTNUT STREET
CIP 10/11-07
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

WHEREAS, the City of Los Alamitos, as AGENCY has awarded to _____, as CONTRACTOR, a contract for the above-stated project; AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law; NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of \$_____ Dollars (\$_____) which is one hundred percent (100%) of the total contract amount for the above-stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, SURETY will pay a reasonable attorneys' fees to the plaintiffs and AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the specifications accompanying it shall in any manner affect SURETY's obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this day of _____, 2011.

Contractor*

Signature, Title

Business Name

Street Address

City, State, Zip Code

SP-11

Telephone #

Surety*

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

Subscribed and sworn to this ___ day of _____, 2011.

NOTARY PUBLIC

(SEAL)

(EXECUTE IN DUPLICATE)

**FAITHFUL PERFORMANCE BOND
KATELLA AVENUE MEDIAN MODIFICATIONS
AT CHESTNUT STREET
CIP 10/11-07
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

KNOW ALL PERSONS BY THESE PRESENTS That _____,
hereinafter referred to as "CONTRACTOR" as PRINCIPAL, and
_____, a corporation duly organized and doing business under
and by virtue of the laws of the State of California and duly licensed for the purpose of making,
guaranteeing, or becoming sole surety upon bonds or undertakings as Surety, are held and
firmly bound unto the CITY OF LOS ALAMITOS, CALIFORNIA, hereinafter referred to as the
"AGENCY" in the sum of _____ Dollars (\$_____); which
is one hundred percent (100%) of the total contract amount for the above stated project; lawful
money of the United States of America for the payment of which sum, well and truly to be made,
we bind ourselves, our heirs, executors, administrators, assigns and successors, jointly and
severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas CONTRACTOR
has been awarded and is about to enter into a Contract with AGENCY to perform all work
required pursuant to the contract documents for the project entitled: Pool Deck Shading
System at the USA Water Polo National Aquatic Center, CIP NO. 10/11-06 CONTRACT which
Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond
in connection with the execution of the Contract;

NOW, THEREFORE, if CONTRACTOR and his or her Subcontractors shall well and
truly do and perform all the covenants and obligations of the Contract on his part to be done and
performed at the times and in the manner specified herein including compliance with all
Contract specifications and quality requirements, then this obligation shall be null and void,
otherwise it shall be and remain in full force and effect;

PROVIDED, that any alterations in the work to be done, or in the material to be
furnished, which may be made pursuant to the terms of the Contract, shall not in any way
release CONTRACTOR or the Surety thereunder, nor shall any extensions of time granted
under the provisions of the Contract release either CONTRACTOR or said Surety, and notice of
such alterations of extensions of the Contract is hereby waived by said Surety.

In the event suit is brought upon this Bond by AGENCY and judgment is recovered, said
Surety shall pay all costs incurred by AGENCY in such suit, including a reasonable attorney's
fee to be fixed by the Court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals
this _____ day of _____, 2011.

Contractor*

Signature, Title

Business Name

Street Address

City, State, Zip Code

Telephone #

Surety*

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

Subscribed and sworn to this ___ day of _____, 2011

NOTARY PUBLIC _____ (SEAL)

(EXECUTE IN DUPLICATE)

**MAINTENANCE BOND
KATELLA AVENUE MEDIAN MODIFICATIONS
AT CHESTNUT STREET
CIP 10/11-07
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

KNOW ALL PERSONS BY THESE PRESENTS THAT WHEREAS, the City of Los Alamitos, as AGENCY has awarded to _____, as CONTRACTOR, a contract for the above-stated project.

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract guaranteeing maintenance thereof;

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of _____ Dollars (\$_____), which is fifty percent (50%) of the total contract amount for the above-stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if CONTRACTOR shall remedy without cost to AGENCY any defects which may develop during a period of one (1) year from the date of recordation of the Notice of Completion of the work performed under the contract, provided such defects are caused by defective or inferior materials or work, then this obligation shall be void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, SURETY will pay a reasonable attorneys' fees to the AGENCY in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _____, 2011.

Contractor*

Signature, Title

Business Name

Street Address

City, State, Zip Code

Telephone #

Surety*

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Powers of Attorney must be attached.

Subscribed and sworn to this _____ day of _____, 2011.

NOTARY PUBLIC _____ (SEAL)

(EXECUTE IN DUPLICATE)

NON-COLLUSION AFFIDAVIT

State of California)
) ss.
County of Los Angeles)

_____, being first duly sworn, deposes and says that he or she is _____ of _____, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

Contractor*

Signature, Title

Business Name

Street Address

City, State, Zip Code

Telephone #

Surety*

Place of Residence _____

Subscribed and sworn to before me this ___ day of _____, 2011.

Notary Public in and for the County of State of California.

My Commission Expires _____, 2011.

WORKERS' COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: _____

By: _____ (Contractor's Business Name)
(Contractor)

(Signature)

(Title)

Attest:
By: _____
(Signature)

(Title)

Note: See Section 7 Responsibility of the Contractor, Paragraph 7-3 of the Standard Specifications for insurance carrier rating requirements.

ENDORSEMENTS TO INSURANCE POLICY

Name of Insurance Company: _____

Policy Number: _____

Effective Date: _____

The following endorsements are hereby incorporated by reference onto the attached Certificate of Insurance as though fully set forth thereon:

1. The naming of an additional insured as herein provided shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured, and
2. The additional insured named herein shall not be held liable for any premium or expense of any nature on this policy or any extensions thereof, and
3. The additional insured named herein shall not by reason of being so named be considered a member of any mutual insurance company for any purpose whatsoever, and
4. The provisions of the policy will not be changed, suspended, canceled or otherwise terminated as to the interest of the additional insured named herein without first giving such additional insured twenty (20) days written notice.
5. Any other insurance held by the additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance, which is referred to by this certificate.
6. **The company provided insurance for this certificate is a company licensed to do business in the State of California with a Best's rating of A+ VIII or greater.**

It is agreed that the City of Los Alamitos, its officers and employees, are included as Additional Insured.

Authorized Insurance Agent

Date: _____

**STATEMENT REGARDING INSURANCE COVERAGE
KATELLA AVENUE MEDIAN MODIFICATIONS
AT CHESTNUT STREET
CIP 10/11-07
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in **7-3 LIABILITY INSURANCE** of Section E, Standard Specifications. Should Bidder be awarded the contract for the work, the undersigned further certifies that Bidder can meet all of these specification requirements for insurance including insurance coverage of his/her subcontractors.

NAME OF BIDDER:

MAILING ADDRESS:

.....

.....

AUTHORIZED SIGNATURE:

TITLE:

DATE:

STATEMENT REGARDING THE CONTRACTOR'S LICENSING LAWS
KATELLA AVENUE MEDIAN MODIFICATIONS
AT CHESTNUT STREET
CIP 10/11-07
IN THE CITY OF LOS ALAMITOS, CALIFORNIA
[Business & Professions Code § 7028.15]
[Public Contract Code § 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business & Professions Code § 7028.15:

- a) **It is a misdemeanor for any person to submit a bid to a public agency in engage in the business or act in the capacity of a contractor within this state without having a license therefore, except in any of the following cases:**
 - (1)The person is particularly exempted from this chapter.
 - (2)The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.
- b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.
- c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.
- d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal,

and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, as contractor who is not licensed pursuant to this chapter is void.**

- f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

Contractor's License Number:

License Expiration Date:

Authorized Signature:

Date:

City of Los Alamitos

Agenda Report Consent Agenda

**December 19, 2011
Item No: 8E**

To: Mayor Kenneth Stephens & Members of the City Council

From: Jeff Stewart, City Manager
Sandra Levin, City Attorney

Subject: Consideration of Options Regarding Award of Waste Hauling Franchise and Second Reading and Adoption of Ordinance No. 11-10 – Amending Sections 2.60.130 and 8.12.015 of the Los Alamitos Municipal Code and Adding Section 2.60.140 Related to the Award of Services Contracts, Including Franchise Agreements for Solid Waste Collection Services

Summary: A trial judge ruled that the City's current waste franchise was void but could remain in place for a reasonable period of time until the City Council could take action to provide for future waste hauling services. The City began the process of amending its ordinances and considering options for the future provision of waste hauling services within the city by directing staff to bring back options for consideration this evening. However, the City has also appealed the ruling (mooting all trial court deadlines) and begun to pursue settlement discussions to see if there is a way to amicably resolve the pending disputes. In light of possible settlement discussions, Staff recommends continuing this item to a future City Council meeting.

Recommendation:

Continue item to a future City Council meeting pending outcome of settlement discussions.

Background and Discussion

Early in the case, the trial court dismissed all corruption charges as groundless, but the plaintiffs appealed that ruling. More recently, the court ruled that the contract award did not follow the city's ordinances and therefore the current waste franchise could remain in place only for a reasonable time until the City Council again takes action to provide for future waste hauling services. The City's appeal of this ruling leaves each side with competing appeals, a contract in place and no pending deadline or requirement to implement the ruling by the trial court.

As the trial court made clear, however, with or without the ruling in place, the City has a broad range of discretion and options available to it. Some of the options available to the City are:

1. Do not award a contract and either:

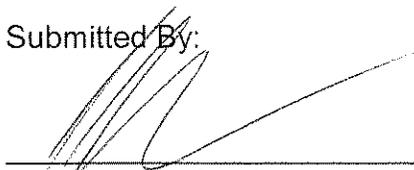
- a. Await the results of an appeal; or
 - b. Determine to proceed without a franchise
2. Leave the municipal code as it currently exists, issue a new request for proposals ("RFP") and award it to the lowest responsible bidder
3. Amend the municipal code to clarify the existing process.
4. Amend the municipal code to establish a new process for the award of waste franchises.
5. Amend the municipal code to establish a new process for the award of some or all service contracts.
6. Repeal the existing municipal code provisions regarding waste franchise awards and rely on state law regarding the award of waste franchises.
7. Establish a committee to make recommendations regarding the amendment or repeal of these provisions of the municipal code.
8. Re-award the existing franchise to CDS.
9. Use the existing bids to award a contract (either with or without further negotiations):
 - a. to CDS on identical terms to the current contract;
 - b. to CDS on different terms (e.g., higher or lower rates, shorter or longer term, etc.);
 - c. to another proposer on identical terms;
 - d. to another proposer on different terms;
10. Issue a new RFP on identical terms to the old one and proceed to contract award.
11. Issue a new RFP with different terms from the old one and proceed to contract award.
12. Seek an out-of-court amicable resolution

Without an amicable resolution, the lawsuit could continue to be disruptive for the next two to three years. Mayor Stephens, Mayor Pro Tem Edgar and Council Member Poe met and unanimously directed the city attorney to file a notice of appeal to preserve and protect the city's rights and position, but to also pursue settlement discussions to see if there is a way to amicably resolve the pending disputes. Pending the outcome of those discussions, Staff recommends tabling discussion of the above options.

Fiscal Impact

None

Submitted By:



Jeff Stewart, City Manager

Attachments: None

City of Los Alamitos

Agenda Report Consent Calendar

December 19, 2011
Item No: 8F

To: Mayor Kenneth Stephens & Members of the City Council
Via: Jeffrey L. Stewart, City Manager
From: Steven Mendoza, Community Development Director
Tony Brandyberry, Public Works Superintendent
Subject: Disposal of Surplus Equipment

Summary: Consideration of disposal of surplus equipment.

Recommendation: Declare the listed equipment as surplus, and authorize its disposal in accordance with the Los Alamitos Municipal Code.

Background

The Los Alamitos Municipal Code requires that prior to disposing of property; the City Council shall first declare the items as surplus and then authorize staff to dispose of the items in accordance with the Los Alamitos Municipal Code Section 2.60.020. Once authorized by the City Council, staff will contact the City's contracted, auction services provider for disposal of the equipment.

Discussion

Staff recommends that City Council declare the following equipment as surplus. The estimated value has been established by The Kelly Blue Book value guide and recent actual auction pricing.

ITEM	QUANTITY	EST. VALUE
1978 Dodge B300 Mobile Command Unit VIN#F44CD7VO16823	1	\$1,500
1996 Ford Crown Victoria VIN#2FALP74W6TX206189	1	\$1,500
Misc. computer equipment	3 pallets	Recycled
Misc. electronic equipment (TV's, VCR's, Etc.)	1 pallet	Recycled

Fiscal Impact

The listed equipment has an estimated value of \$3,000. The City will realize some revenue when the items are sold at auction.

Prepared By:



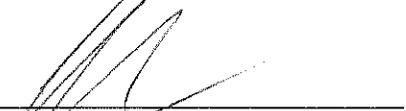
Tony Brandyberry
Public Works Superintendent

Submitted By:



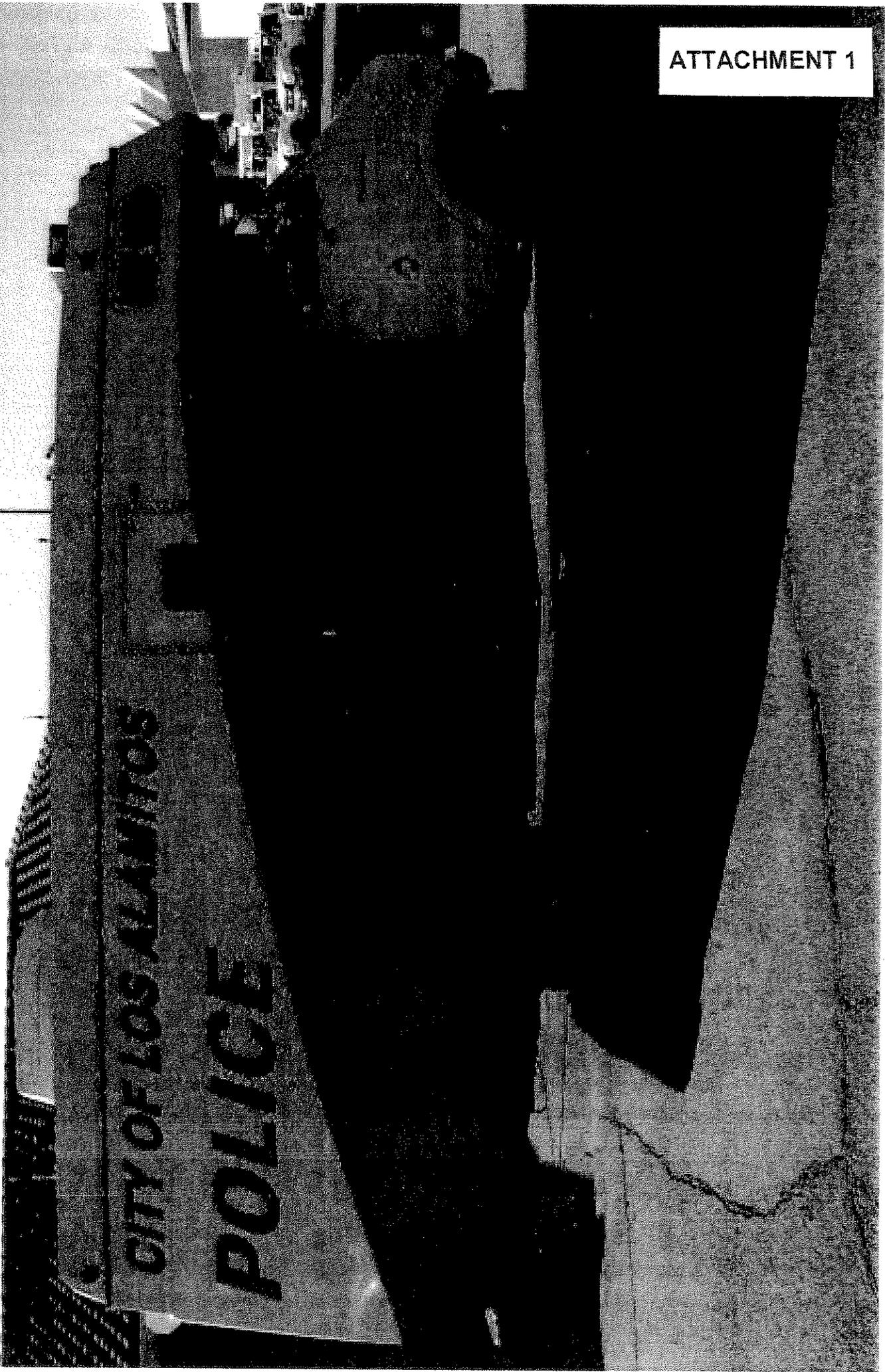
Steven Mendoza
Community Development Director

Approved By:

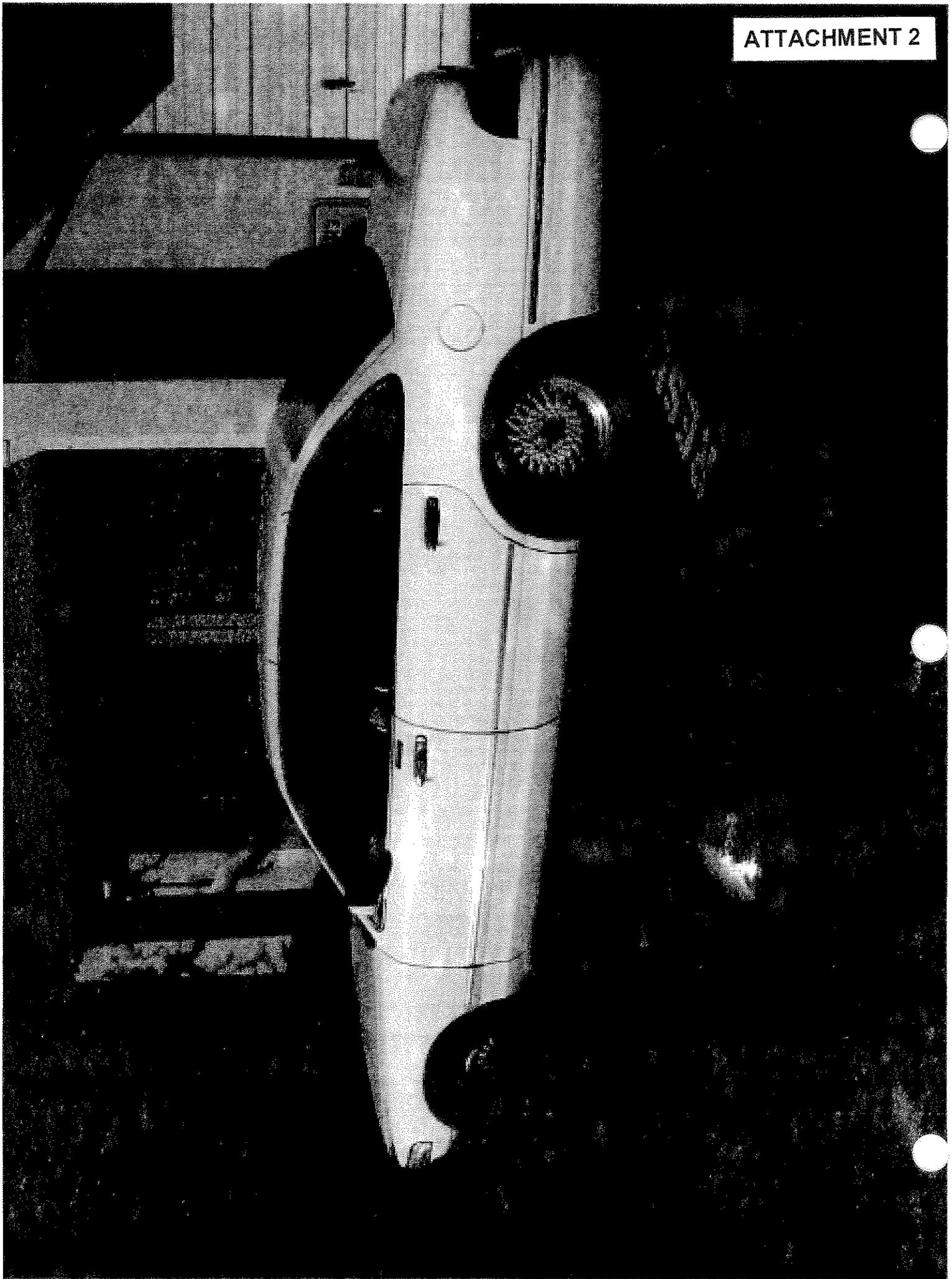


Jeffrey Stewart
City Manager

- Attachments:*
- 1) *Photo – 1978 Dodge B300 Mobile Command Unit*
 - 2) *Photo – 1996 Ford Crown Victoria*
 - 3) *Photo – Misc. Computer and Electronic Equipment*



CITY OF LOS ALAMITOS
POLICE





City of Los Alamitos

Agenda Report Consent Calendar

December 19, 2011
Item No: 8G

To: Mayor Kenneth Stephens & Members of the City Council

Via: Jeffrey L. Stewart, City Manager

From: Steven A. Mendoza, Community Development Director
Tony Brandyberry, Public Works Superintendent

Subject: Emergency Roof Repairs

Summary: The roofs of several city buildings have incurred significant damage. In order to avoid further damage to public facilities and avoid injury to the health of the occupants of the buildings, staff is requesting the City Council identify the repair of the roofs as an emergency and authorize staff to make the necessary repairs. Staff is also seeking authorization to replace and/or repair roof top air conditioning equipment if needed.

Recommendation: It is recommended that the Los Alamitos City Council by a 4/5ths vote:

1. Find that significant damage has occurred to the roofs on several city buildings as a result of recent weather events, that the roofs are leaking into work spaces currently in use by employees, that future wind and storm events are predicted in the near future, and that the roofing issues have been inspected and assessed by professionals with pertinent experience who have recommended immediate repair to avoid further damage and possible health and safety issues; and,
2. Find that the roofing problems identified in this report are an emergency, that there is not time to conduct a competitive bid process and that the roofs must be repaired immediately to avoid further damage to public facilities and avoid injury to the health of the occupants of the buildings; and,
3. Authorize the award of contract for emergency roof repairs to Emercon Construction, Inc. via the Joint Powers Insurance Authority (JPIA) while authorizing an expenditure of \$5,000.00 for the deductible; and,
4. Authorize the City Manager to spend up to \$15,000.00 to repair and/or replace roof top air conditioning equipment if needed in order to repair the roofing leaks.

Background

The Police Department, Community Center, and Youth Center roofs are greatly in need of repair. The preexisting roof problems were greatly exacerbated by the recent wind and rain events. Even before those events, Public Works staff and the City's insurance carrier, SCJPIA, had been addressing water damage to the City's Police Department and Youth Center's leaking roofs. The JPIA had sent out its representative to investigate the claim. Staff also filed a claim for the damages with the JPIA. The claims specialist from JPIA then sent out a roofing specialist to investigate the problems. The claims specialist met with staff to review the claims process and presented their recommendations for repair. In this meeting it was determined that the recent rain and wind storms caused significant damage and that the City can no longer wait to complete the repairs. Further storm events are predicted this season. JPIA's representatives felt that there was a significant risk of further damage to the facilities as well as potential health and safety issues if the repairs are not made. Staff has likewise concluded that the repairs are needed on an urgent basis.

Discussion

Repairs that are needed consist of two parts. First, there are roof repairs that require the removing of the roofing tiles, replacing any damaged wood, replacing the underlayment, and concluding with reinstalling the roofing tiles. If flashing is determined not reusable, it too will be replaced. JPIA has also agreed to pay for the cost of the roofing repairs, subject to a \$5,000 deductible.

The second part is repairing or replacing the rooftop air conditioning pans. This is the metal pan that rests underneath the air conditioning unit to prevent water from entering the roof. Three of these pans are rusted and allowing water to leak into the roofs. To repair/replace the pans it is necessary for the air conditioning unit to be removed. This requires a crane service to lift the unit. This work is included in JPIA's covered roof repair costs as well.

However, the air conditioning unit that services the community center is 22 years old, severely rusted, and not economical. (An air conditioner's life span is normally fifteen to twenty years.) JPIA does **not** cover the cost of repair or replacement of the air conditioning units. Nonetheless, if the air conditioning unit is not repaired now, it is highly likely that the repair will be needed in the near future and will be much more costly. Staff therefore recommends that the city replace this unit now while the crane is in position to save on costs.

Due to the timeliness of the needed repairs, staff is recommending that City Council accept JPIA's recommended Contractor for the work in question under the City emergency powers of awarding contracts. The awarding of this suggested contractor would speed up the repair process, minimize additional damage in the upcoming expected rain and wind events and reduce employees' exposure to any health and safety hazards associated with water-damaged office areas.

Under California law, contracts may be awarded without competitive bidding if the legislative body makes a finding by a four-fifths vote that an emergency exists that requires the immediate expenditure of public money to safeguard life, health, or property and that the emergency will not permit a delay resulting from a competitive solicitation for bids. (Public Contract Code Sections 1102, 20168, 22050).

Fiscal Impact

The ultimate cost to the City of Los Alamitos of the roofing repairs will not exceed its \$5,000.00 deductible. The deductible will be paid directly to the contractor from account 25.570.5503.1211, City Hall Complex Roof Repairs. The balance of the roofing repair costs will be paid by JPIA.

The City will also incur costs of up to \$15,000.00 for air conditioner replacement and repair in conjunction with the roof repairs. This portion of the repairs will come from accounts 10.544.5293 (Facility Maintenance, Buildings) and 25.570.5503.1212(City Hall Complex facility Repairs).

Prepared By:



Tony Brandyberry
Public Works Superintendent

Submitted By:



Steven Mendoza
Community Development Director

Approved By:



Jeffrey L. Stewart
City Manager

City of Los Alamitos

Agenda Report Discussion Items

December 19, 2011
Item No: 9A

To: Mayor Kenneth Stephens & Members of the City Council

From: Angie Avery, Director of Recreation and Community Services

Via: Jeffrey L. Stewart, City Manager

Subject: Restore the Assistant to the City Manager and Recreation Manager Positions to the Personnel Classification Plan and Add Both Positions to the City's Budget

Summary: The appointment of Angie Avery as the new City Manager has created the need to restore and fund the Assistant to the City Manager position, and restore and fund two Recreation Manager positions.

Recommendation:

1. Restore the Assistant to the City Manager position to the City's Personnel Classification Plan and fund the position in FY 2011-12, and authorize staff to begin recruiting for the position.
2. Restore the Recreation Manager position to the City's Personnel Classification Plan and fund two positions for FY 2011-12.

Background

On December 5, 2011 the City Council approved the Employment Agreement for Angie Avery to become the new City Manager, effective January 2, 2012. This internal promotion has necessitated several proposed personnel changes in order to create a seamless transition while conducting the business of the City.

Staff is recommending restoring the Assistant to the City Manager and Recreation Manager positions to the personnel classification plan. Both positions are currently in the plan, but are unfilled and unfunded in the city's budget.

The Assistant to the City Manager position is proposed to be restored as a support position to the new City Manager.

The Recreation Manager classification is proposed to be restored to ensure service delivery to the public as a result of the Director of Recreation and Community Services

being promoted to the City Manager position. The Recreation and Community Services Department head count will reduce from six to five positions in the ensuing reorganization.

Discussion

The Assistant to the City Manager position is proposed to be restored and filled with a new employee in the first three months of 2012. It is proposed that a recruitment be initiated in January 2012 by the City Manager. The proposed duties for the position include oversight of the Cable Commission, supervision of day to day personnel issues, and administrative/analytic support to the new City Manager. This position has been filled from time to time in the last five years, but most recently has remained unfilled due to budget constraints.

The promotion of Angie Avery to City Manager will necessitate reorganization in the Recreation and Community Services Department. The department has operated the last four years with four professional staff including a Director, two Supervisors and one Coordinator. It is proposed that the department operate with only three professional staff from this point forward, which will require leadership, coordination and dedication among the remaining professional staff. The proposed positions are: Director and two Recreation Managers.

Please note also that, while not an action item on this agenda, it is Ms. Avery's intention to appoint Corey Lakin as Director of Recreation and Community Services. Besides handling the duties as the Director, Mr. Lakin will continue to supervise the pool on the Joint Forces Training Base, as well as the aquatics staff.

It is Ms. Avery's intention to promote Emeline Moya and Ron Noda as Recreation Managers. Emeline has supervised the Senior Club, Senior Meals, the Race on the Base, the Commission dinner, the Employee luncheon, Day Camp, Park Programs, Holiday Decorating Contest, and graphics and marketing for the department. Ron Noda has been responsible for Youth and Adult Sports, Halloween, Spring Carnival, the youth Volunteer Program, field and facility permits, and extensive interface with the School District and Public Works. Mr. Lakin, Ms. Moya, and Mr. Noda were all hired in November 2007 and have spent the last four years working together in a productive manner.

As Recreation Managers in the reorganization, Ms. Moya and Mr. Noda will absorb additional duties as directed by Mr. Lakin.

Fiscal Impact

The net fiscal impact of the reorganization is \$7,513 annually.

Submitted By:



Angie Avey
City Manager Designate

Approved By:



Jeffrey L. Stewart
City Manager

City of Los Alamitos

Agenda Report Discussion Items

December 19, 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: Reorganization of Community Development Department and Creation of Planning Aide Position

Summary: The vacancy of the Associate Planner position provides an opportunity for staff to review the position duties and pay based upon market conditions, department needs, and to realize budgetary savings. Staff is recommending a department change which would replace the higher level Associate Planner position with a lower level Planning Aide position.

Recommendation: Adopt Resolution No. 2011-25, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING THE JOB DESCRIPTION AND SALARY RANGE FOR THE POSITION OF PLANNING AIDE."

Background

The Community Development Department staff consists of a Community Development Director, Associate Planner, Code Enforcement Officer, Part-Time Intern, and Department Secretary. The Associate Planner position is vacant. Before filling the vacancy, staff recommends the approval of a lower level Planning Aide position to better reflect the department needs, take advantage of market conditions, and realize budgetary savings of \$26,063.00 annually.

Discussion

For some time now, the Community Development Department has operated without an Associate Planner position. The Community Development Director views this as an opportunity to decrease salary expenditures, while taking advantage of today's job market. The Director would like to create a Planning Aide position below that of Associate Planner and Assistant Planner. This position would fulfill the needs of the department in assisting in a wide variety of subjects including current planning, advanced planning, code enforcement, business licensing, and permit issuance. The attached job description describes the position.

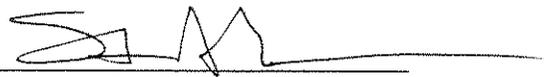
Fiscal Impact

The Community Development Department currently budgets the Associate Planner position at Step C (\$63,573.00 in salary and \$26,575.00 in benefits). Staff is recommending that the Planning Aide position be budgeted at Step A (salary \$43,895.00 and \$20,190.00 in benefits).

The City will realize a savings of \$19,678.00 in salary and \$6,385.00 in benefits, which amounts to an annual savings of \$26,063.00, as demonstrated in the table below. The potential costs of unemployment benefits payable for the vacated position will be \$23,400.00 annually.

		Step A	Step B	Step C	Step D	Step E
Associate Planner	Salary	\$57,663.00	\$60,546.00	\$ 63,573.00	\$66,752.00	\$70,090.00
	Benefits			<u>\$ 26,575.00</u>		
	Budget Amount			\$ 90,148.00		
Planning Aide	Salary	\$43,895.00	\$46,090.00	\$ 48,395.00	\$50,814.00	\$53,355.00
	Benefits	<u>\$20,190.00</u>				
	Budget Amount	\$64,085.00				

Submitted By:



Steven A. Mendoza
Director of Community Development

Approved By:



Jeffrey L. Stewart
City Manager

Attachment: 1. City Council Resolution 2011-25

RESOLUTION NO. 2011- 25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING THE JOB DESCRIPTION AND SALARY RANGE FOR THE POSITION OF PLANNING AIDE

WHEREAS, the job description for the Planning Aide position has been prepared for formal City Council approval; and,

WHEREAS, a salary range for the Planning Aide must formally be established.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The City Council of the City of Los Alamitos, California, finds that the above recitals are true and correct.

SECTION 2. The City Council of the City of Los Alamitos hereby approves the job description of the position of Planning Aide attached to this resolution as Exhibit A.

SECTION 3. The City Council approves an annual salary range of \$43,895 to \$53,355 for the position of Planning Aide.

SECTION 4. That the City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 19th day of December 2011.

Kenneth Stephens, Mayor

ATTEST:

Jeffrey L. Stewart, City Clerk

APPROVED AS TO FORM:

Sandra J. Levin, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LOS ALAMITOS)

I, Jeffrey L. Stewart, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 19th day of December, 2011, by the following vote to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Jeffrey L. Stewart, City Clerk

CITY OF LOS ALAMITOS

Job Description

PLANNING AIDE

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

THE POSITION

Under the direction of the Community Development Director, the position's primary function is to perform tasks relating to current or advanced land use/urban planning; code enforcement, economic development, planning plan check, business licensing, building permitting, and grant administration. The position also provides information and assistance on department related matters to the public and other City staff; participates in projects that range from routine to moderately difficult; performs related duties as required. The department's heavy emphasis on customer services is expected.

CLASS CHARACTERISTICS

Incumbents at this level are required to perform the full range of professional level land use/urban planning in the Community Development Department. The position is distinguished from the Assistant Planner by the latter's ability to work more independently and by the increased complexity of assignments, scope, and independent judgment exercised in performing the assigned work.

ESSENTIAL JOB FUNCTIONS

Under the direction of the Community Development Director, the position is required to perform the following essential job functions; review permit applications and conduct field research for plan check, and certificates of occupancy; respond to inquiries from the public and developers regarding planning, zoning, code enforcement and business licensing matters; review and process over-the-counter permit applications; review and accept planning applications and prepare written reports; prepare environmental reviews in compliance with the California Environmental Quality Act; assist in the preparation of reports and special studies; present planning cases to the Planning Commission; research and resolve complaints related to business certificates and zoning violations; assist in administration of the Community Development Block Grant Programs including funding applications and grant monitoring; communicates effectively with the public both verbally and in writing; ability to operate a telephone, personal computer, motor vehicle, camera and perform other duties as assigned by the Community Development Director; represent the Community Development Director at meetings and hearings as necessary; interface with other departments within the City as well as other agencies at the local, regional, state, and national levels; demonstrate the ability to independently make decisions that are consistent with the codes and policies of the City; undertake zoning ordinance and general plan studies and amendments; confer with and provide construction advice and suggestions to prospective applicants;

effectively assist and guide subordinates; assist the Director with economic development effort; and, supervise consultants engaged by the City.

The following duties are typical for positions in this classification. Incumbent's duties are not limited to this list. Incumbents may not perform all listed job functions, nor are all listed duties necessarily performed by everyone in this class depending upon business need and changing business practices:

1. Performs assigned projects involving land use issues and related subjects; performs basic research and confers with applicants and agency representatives to identify problems and issues.
2. Provides information and assistance to the public at the counter and by phone addressing routine to difficult planning-related matters regarding zoning, land use, municipals codes, subdivision regulations, the General Plan, demographic information, and current private and public projects; researches and reviews building and development projects for plan completeness and ordinance compliance; coordinates project review with other City departments or outside entities.
3. Receives and reviews permit applications; assesses fees; establishes conditions for project approval by analyzing projects with respect to relevant laws, ordinances, regulations, and City policy; determines methods to reconcile project conflicts with zoning requirements and State environmental laws; performs final inspection for tenant improvements, landscape, new buildings and signs.
4. Creates graphic examples to illustrate alternatives to specific projects; reviews final working drawings to ensure compliance with approved projects.
5. Prepares and presents professional staff reports of summarized data, conclusions, and recommendations to the Planning Commission, City Council, and other official groups as needed.
6. Confers with developers, building designers, contractors, architects, and the general public on planning and zoning related matters; interprets planning policies, State laws, and local ordinances or explains procedures.
7. Performs field investigations to ensure projects conform to zoning codes, design regulations and/or approved plans; performs design conformance plan checks; assists permit applicants to satisfy conditions of approval.
8. Performs various administrative functions for the department, including accepting applications and permits for processing and composing correspondence; maintains and updates land use information on maps and in files.
9. Assists in the coordination of Community Development projects with other departments and outside agencies.
10. Provides vacation and temporary relief as required.

QUALIFICATIONS GUIDELINES

Education, Experience, and Training

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

- Equivalent to a Bachelor's degree from an accredited college or university with major course work in public administration, urban planning, geography, environmental design, or a related field.

Experience:

- Three years of related experience.

Knowledge and Abilities

Knowledge of:

- Urban planning principles and practices, laws, ordinances, rules, and regulations.
- Site planning and architectural design principles.
- Recent development, current literature, information sources related to municipal urban planning and zoning, and research techniques in the planning field.
- Pertinent federal, state and local laws, codes and regulations.
- Application of land use, physical design, environmental, and/or social concepts to the planning process.
- Terminology, symbols, methods and techniques used in planning and map drafting.
- Modern office methods, practices, procedures and equipment, including computer hardware and software necessary for word processing, graphic presentation, mapping, and database management.
- Methods and techniques of effective technical report preparation and presentation.
- Research techniques in the field of urban planning.
- Safe driving principles and practices.

Ability to:

- Interpret and apply federal, state, and local laws, codes, regulations, policies, procedures, and standards pertaining to the planning process.
- Interpret maps, site and building plans and specifications; research, analyze and summarize planning data.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and provide recommendations.
- Make presentations of ideas and recommendations to staff, the City Council, Planning Commission, advisory committees, and other official groups; prepare clear and visual displays; present ideas persuasively.
- Prepare clear and concise reports, correspondence and other written materials; plan and organize work.

- Exercise sound judgment within established guidelines and supervisory direction.
- Work effectively and tactfully with dissatisfied citizens; deal constructively with conflict and develop effective resolutions.
- Understand and carry out verbal and written instructions; express ideas clearly and concisely verbally and in writing; read, understand, and apply complex materials.
- Establish and maintain professional and cooperative working relationships with those contacted in the course of work.
- Use a computer and utilize software applications such as, word processing, spreadsheets, database management, and graphics presentations as required by the duties of the assignment.

Special Requirements

- Possession of a valid Class "C" California driver's license with a satisfactory driving record.

PHYSICAL AND MENTAL DEMANDS/WORKING CONDITIONS

The physical and mental demands herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential job functions.

- Mental function: Includes reading, writing, mathematical computations, operating a computer, problem solving, managing multiple projects, calmly handling complaints and problems from irate citizens or contractors, decision making under stressful conditions, and executing assignments within established deadlines.
- Productivity: Incumbents must perform work in an efficient, effective, and timely manner with minimal direction.
- Mobility: Incumbents require sufficient mobility to work in an office setting and operate office equipment. Incumbents may be required to perform light lifting and carrying, and sit, stand, walk for prolonged periods of time.
- Vision: Vision sufficient to read small print, computer screens, and printed documents, and to operate assigned equipment.
- Hearing: Incumbents are required to hear in the normal audio range with or without correction.
- Environment: The environment is a typical office setting with some travel to attend meetings or conduct site investigations. Incumbents may be required to work at both indoor and outdoor environments; individuals may be exposed to noise, dust, and inclement weather conditions.
- Other factors: Incumbents may be required to work extended hours including evenings and weekends. Incumbents may be required to travel outside City boundaries to attend meetings.

City of Los Alamitos

Agenda Report

December 19, 2011

Mayor and City Council

Item No: 10A

To: Mayor Marilyn M. Poe & Members of the City Council

Via: Jeffrey L. Stewart, City Manager

From: Windmera Quintanar, Department Secretary

Subject: City Council Reorganization

Summary: This report provides relevant information for the City Council's annual reorganization, by the election of Mayor and Mayor Pro Tem. The City's Charter requires roll call votes be taken for the election of these two Officers.

Recommendation: Elect the following Officers:

1. Mayor
2. Mayor Pro Tem

Background

Administrative Regulation 2.1, adopted on December 6, 2004, requires the elections for the Office of Mayor and the Office of Mayor Pro Tem occur annually at the first regular meeting in December. The Mayor and the Mayor Pro Tem serve at the pleasure of the City Council. The procedure states that the City Clerk shall conduct the election for the Office of Mayor. The newly-elected Mayor shall then conduct the election for the Office of Mayor Pro Tem. Each election shall be conducted by a roll call vote of the City Council.

Discussion

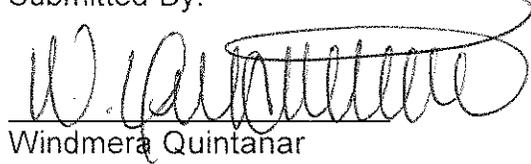
The City Council last reorganized on December 6, 2010. Procedure calls for Mayor Stephens to relinquish the Chair to the City Clerk in order that the election for the Office of Mayor may be conducted. The newly-elected Mayor would then conduct the election for the Office of Mayor Pro Tem.

The City's Charter requires roll call votes be taken for the election of these two Officers.

Fiscal Impact

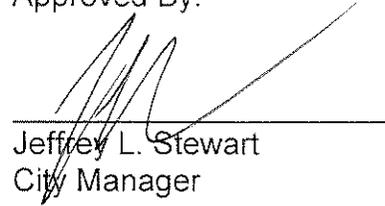
Minimal cost for printing new letterhead and business cards.

Submitted By:



Windmera Quintanar
Department Secretary

Approved By:



Jeffrey L. Stewart
City Manager

City of Los Alamitos

Agenda Report

December 19, 2011

Mayor and City Council

Item No: 10B

To: Mayor Kenneth Stephens & Members of the City Council

From: Jeff Stewart, City Manager

Subject: Councilmember Participation in Closed Session Matters Regarding the Lawsuit Between the City and Citizens for a Fair Trash Contract

Summary:

Following the regular City Council Meeting of December 5, 2011, Councilmember Kusumoto provided a copy of a letter to the Mayor (attached) stating that he was recusing himself from "Closed Session on City Council matters concerning the lawsuit filed by Citizens for a Fair Trash Contract." Councilmember Kusumoto did not identify any conflict of interest that would require recusal or prevent him from participating in City Council closed session discussions of the litigation filed against the City by "Citizens for a Fair Trash Contract." The purpose of this agenda item is to seek clarification with regard to Section 2.04.220 of the Los Alamitos Municipal Code and Councilmember's Kusumoto's decision not to participate.

Recommendation: 1) Discuss and either provide direction or receive and file.

Background and Discussion

Section 2.04.220 of the Los Alamitos Municipal Code states as follows:

2.04.220 Disqualification for conflict of interest.

Any councilmember who is disqualified from voting on a particular matter by reason of a conflict of interest shall publicly state or have the presiding officer state the nature of such disqualification in open meeting. Where no clearly disqualifying conflict of interest appears, the matter of disqualification may, at the request of the councilmember affected, be decided by the other councilmembers. A councilmember who is disqualified by reason of a conflict of interest in any manner shall not remain seated during the debate and vote on such matter, but shall request and be given the permission of the presiding officer to step down from the council table and leave the council chamber. A councilmember stating such disqualification shall not be counted as a part of a quorum and shall be considered absent for the purpose of determining the outcome of any vote on such matter. (Ord. 598 § 1 (part), 1996; Ord. 419 § 1, 1981; Ord. 293 § 2 (part), 1974)

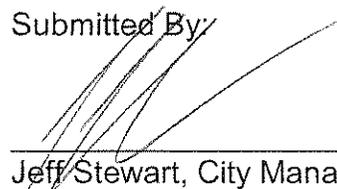
Moreover, Section 2.04.230 provides that, "Every councilmember should vote unless disqualified by reason of conflict of interest or bias/prejudice."

To date, the only statement to the City made by Councilmember Kusumoto regarding this issue is the attached letter that was distributed to the Mayor and members of the press in attendance at the December 5, 2011 City Council meeting. The reasons stated in the letter do not identify any conflict of interest or legal prohibition under the Municipal Code or state law that would preclude Councilmember Kusumoto from participating. Accordingly, the council may wish to request clarification from Councilmember Kusumoto whether, in fact, he is declaring he has a conflict of interest or bias.

Fiscal Impact

None

Submitted By:



Jeff Stewart, City Manager

Attachments: Letter from Councilmember Kusumoto to the Mayor dated December 5, 2011

December 5th, 2011

To the Honorable Mayor Kenneth Stephens
City of Los Alamitos
3191 Katella Avenue
Los Alamitos CA 90720

Dear Ken;

After careful consideration and thoughtful prayer, it is best for the Council Majority that I recuse myself from further participation in Closed Session on City Council matters concerning the lawsuit filed by the "Citizens for a Fair Trash Contract."

There are several good reasons why this is the best course of action, and here are a few of them:

- 1) Since I am not a defendant in the 3rd Cause of Action in the Lawsuit (i.e. the 1090 corruption charge), I feel that I have a different viewpoint and decision-making process when compared to the Council Majority. From my perspective, each of the three causes of action should be addressed separately:
 - a. The Council Majority won the decision on the 2nd and 3rd Causes, but there is an appeal filed on the 3rd Cause.
 - b. The Council Majority lost the decision on the 1st Cause, and the Council Majority has 60 days to make a decision and determination on what is best for the citizens and trash ratepayers.

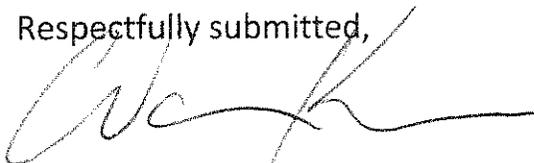
I strongly believe that the 1st Cause of Action should be addressed by the City Council independently from the 3rd Cause of Action, and the Council Majority has the appearance of a Conflict of Interest on determining the best course of action to deal with the 1st Cause because of the appeal of the

3rd Cause that was filed by the plaintiffs known as the "Citizens for a Fair Trash Contract."

- 2) I have consistently been the minority viewpoint, so my one vote is easily overcome by the Council Majority.
- 3) As a current Council Member stated; there are citizens in our community that have the belief that I should not be participating in closed sessions concerning this matter. I sincerely appreciate this Council Member's candor, and I take no offense to this belief by some of our citizens.
- 4) My recusal will eliminate the unlikely possibility of a 2-to-2 voting deadlock on motions that come up for vote during closed session.

I believe that my recusal will allow the Council Majority to move forward as they deal with the Judge's ruling on the 1st Cause of Action and the possibility of the appeal by the "Citizens for a Fair Trash Contract."

Respectfully submitted,



Warren Kusumoto

Council Member

City of Los Alamitos