

CITY OF LOS ALAMITOS

3191 Katella Avenue
Los Alamitos, CA 90720

AGENDA CITY COUNCIL REGULAR MEETING Monday, April 16, 2012 – 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 Stephens
Mayor Pro Tem Poe
Mayor Edgar
3. **PLEDGE OF ALLEGIANCE** **Mayor Edgar**
4. **INVOCATION** **Council Member Stephens**

5. PRESENTATIONS

- A. Presentation of a Proclamation for Wild Fire Prevention Month to Orange County Fire Authority Chief Dan Hanson**
- B. Presentation of Proclamation for DMV/Donate Life to Ambassador Margorie Boyd**
- C. Presentation by Mr. Dix of Consolidated Disposal providing the Annual Update**

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

April 16, 2012.

Roll Call Vote

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

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)**
Approve Minutes of the Regular Meeting of April 2, 2012.

- B. Warrants (Finance)**
April 16, 2012.

- C. Emergency Roof Repairs - Reaffirmation of Emergency Conditions (Public Works)**

The City of Los Alamitos, when approving emergency public projects, is required to reaffirm such decisions at subsequent Council Meetings until the emergency is resolved. This staff report reaffirms the December 19, 2011, decision to approve an emergency contract for roof repairs to several City buildings to avoid further damage to public facilities and avoid injury to the health of the occupants of the buildings.

Recommendation: City Council, by a 4/5ths vote, ratify, and reaffirm the December 19, 2011, City Council action to:

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 to repair and/or replace roof top air conditioning equipment if needed in order to repair the roofing leaks.

- D. Award Bid for Americans with Disabilities Act (ADA) Curb Ramp Improvement Project in Apartment Row (CIP No. 11/12-02) Using Community Development Block Grant (CDBG) Funds (Public Works)**
This report recommends actions to begin facilitating the construction of ADA access ramps in Apartment Row.

Recommendations:

1. Award construction of the ADA Curb Ramp Improvement Project in Apartment Row (CIP No. 11/12-02) to Mora's Equipment & Construction, Inc. in the amount of \$50,800; 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 \$10,160, which is 20% of the original contract amount.

**E. Budget Request for Installing Speed Bumps on Alleys in the City
(Engineering)**

At the April 2, 2012, City Council meeting the City Council approved the installation of eleven (11) speed bumps on alleys in the City. City staff has estimated the cost to install the speed humps and required signs to be between \$15,000 and \$20,000. This includes the cost of signs, poles, speed bumps, and staff time for ordering and installation.

Recommendations:

1. Approve the maximum budget of \$20,000 to install the speed bumps and required signs and poles; and,
2. Authorize the City Manager to spend up to \$20,000 for the necessary materials from the Traffic Improvement account.

**F. Consideration of a Professional Services Agreement with Douglas L. Wood for the Provision of Services Related to the Administration of LATV
(City Manager)**

This report requests City Council approval of a professional services agreement with Douglas L. Wood to manage the services related to the administration of LATV

Recommendation: Authorize the City Manager to execute the Professional Services Agreement with Douglas L. Wood for the provision of services related to LATV.

**G. Resolution No. 2012-07, Establishing and Reducing Various Fees
(City Clerk)**

This report requests City Council adoption of Resolution No. 2012-07, establishing and reducing various City Clerk fees.

Recommendation: Adopt City Council Resolution 2012-07, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ESTABLISHING CITY CLERK FEES FOR MATERIALS AND SERVICES, AND AMENDING RESOLUTION NO. 1895."

**H. Resolution No. 2012-08, Supporting SB 1364 Relating to Water Corporations
(City Manager)**

This report requests City Council adoption of Resolution No. 2012-08, expressing support for SB 1364 relating to water corporations.

Recommendation: Adopt City Council Resolution 2012-08, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, SUPPORTING SENATE BILL 1364 RELATING TO WATER CORPORATIONS."

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

9. ORDINANCES

A. Consideration of an Amendment to the Los Alamitos Municipal Code Relating to Special Meetings of the City Council (City Manager)

This report requests City Council consideration of an amendment to the Los Alamitos Municipal Code relating to the manner in which special meetings of the City Council are called.

Recommendation:

1. Introduce by title only and waive further reading of Ordinance No. 12-03, and set for second reading; and,
2. Mayor Edgar read the title of City Council Ordinance No. 12-03, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTION 2.04.020 OF THE LOS ALAMITOS MUNICIPAL CODE RELATING TO SPECIAL MEETINGS OF THE CITY COUNCIL."

B. First Reading of Ordinance No. 12-02 - Amendment to the Los Alamitos Municipal Code to Provide for One City Council Meeting Per Month (City Manager)

At its regular meeting of April 2, 2012, the City Council approved Ordinance No. 12-02, which provides for one City Council meeting per month, and proposed some changes.

Recommendation:

1. Introduce by title only and waive further reading of Ordinance No. 12-02, and set for second reading; and,
2. Mayor Edgar read the title of City Council Ordinance No. 12-02, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTION 2.04.010 OF THE LOS ALAMITOS MUNICIPAL CODE RELATING TO REGULAR MEETINGS OF THE CITY COUNCIL."

10. DISCUSSION ITEMS

A. **General Plan Update – Progress Report (Community Development)**

As the future General Plan nears its midpoint a progress update to the City Council is appropriate. This update comes on the heels of a successful joint meeting of the Parks, Recreation, and Cultural Arts, Planning, and Traffic Commissions. The meeting updated the Commissioners on the progress of the overall update effort and enabled the commissioners to clarify and unify opinions, reactions, and concerns based on input and information collected through the General Plan outreach activities. City staff and the commissioners found the most valuable component of the joint meeting to be the opportunity for the commissioners—as some of the most connected, involved and engaged residents in the community—to focus on the future of Los Alamitos.

This joint meeting provided an opportunity for the three primary commissions to communicate their unique knowledge and insight into the many issues that will influence public policy established by the City Council through the General Plan update. Spokespersons from each of the Commissions will be on hand to update the City Council.

Recommendation: Receive, file, and provide input as needed.

11. MAYOR AND COUNCIL INITIATED BUSINESS

Council Announcements

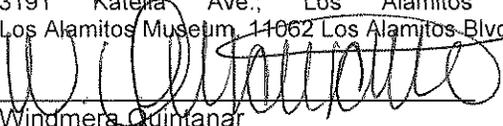
At this time, Council Members may also report on items not specifically described on the Agenda that are of interest to the community, provided no action or discussion is taken except to provide staff direction to report back or to place the item on a future Agenda.

12. ITEMS FROM THE CITY MANAGER

13. ADJOURNMENT

The next meeting of the City Council is scheduled for **Monday, May 7, 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.


Windmera Quintanar
Department Secretary

4/12/12
Date

CITY OF LOS ALAMITOS
Register of Major Expenditures
April 16, 2012

Pages:

01-02	\$ 192,757.83	Major Warrants	04/16/2012
	\$ 134,180.56	Payroll	03/30/2012
	\$ 142,111.41	Payroll Benefits	03/30/2012

Total **\$ 469,049.80**

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 11th day of April, 2012

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CITY OF CYPRESS	WEST COMM JPA - FY 11/12	GENERAL FUND	COMMUNICATIONS TECHNOL	74,826.90
			TOTAL:	74,826.90
PEACE OF MIND CONSTRUCTIONS, INC.	POOL DECK SHADE STRUCTURE	GENERAL FUND	NON-DEPARTMENTAL	19,217.00
	RETENTION	GENERAL FUND	NON-DEPARTMENTAL	1,921.70-
			TOTAL:	17,295.30
REDFLEX TRAFFIC SYSTEMS, INC.	MAR 12 PHOTO ENFORCEMENT	GENERAL FUND	TRAFFIC	13,500.00
			TOTAL:	13,500.00
J.S. BANK	SR. MEALS SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	100.31
	SR. MEALS SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	7.54
	SR. MEALS SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	7.32
	SR. MEALS SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	57.84
	BUDGET MEETING DINNER	GENERAL FUND	CITY COUNCIL	162.02
	MEETING SUPPLIES	GENERAL FUND	CITY COUNCIL	19.09
	COUNCIL COFFEE	GENERAL FUND	CITY COUNCIL	12.95
	CERTIFICATE FRAMES	GENERAL FUND	CITY COUNCIL	48.90
	COUNCIL COFFEE	GENERAL FUND	CITY COUNCIL	12.95
	COUNCIL COFFEE	GENERAL FUND	CITY COUNCIL	12.95
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	396.82
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	18.26
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	192.25
	TRAINING	GENERAL FUND	POLICE ADMINISTRATION	150.00
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	162.66
	LAMINATES	GENERAL FUND	POLICE ADMINISTRATION	49.80
	DIGITAL RECORDERS	GENERAL FUND	PATROL	430.57
	GLOVES	GENERAL FUND	PATROL	214.65
	GLOVES	GENERAL FUND	PATROL	171.32
	ENTERSECT ONLINE	GENERAL FUND	INVESTIGATION	79.00
	PROPERTY BOXES	GENERAL FUND	RECORDS	156.37
	WEBSITE HOSTING	GENERAL FUND	COMMUNITY OUTREACH	14.95
	WEBSITE HOSTING	GENERAL FUND	COMMUNITY OUTREACH	12.95
	TONER CARTRIDGE	GENERAL FUND	PLANNING	144.48
	OPEN HOUSE REFRESHMENTS	GENERAL FUND	PLANNING	38.13
	OPEN HOUSE TABLECLOTHS	GENERAL FUND	PLANNING	38.01
	OPEN HOUSE TABLECLOTHS	GENERAL FUND	PLANNING	112.96
	OPEN HOUSE REFRESHMENTS	GENERAL FUND	PLANNING	5.00
	PROPANE	GENERAL FUND	BUILDING MAINTENANCE	15.09
	BULLETIN BOARD	GENERAL FUND	BUILDING MAINTENANCE	742.90
	CONCRETE	GENERAL FUND	BUILDING MAINTENANCE	372.86
	SUBSCRIPTION FEE	GENERAL FUND	RECREATION ADMINISTRAT	143.75
	ADVERTISING DUES	GENERAL FUND	RECREATION ADMINISTRAT	1,395.00
	MP3 PLAYER	GENERAL FUND	RECREATION ADMINISTRAT	46.32
	CPRS MEMBERSHIP	GENERAL FUND	RECREATION ADMINISTRAT	85.00
	CPRS CONFERENCE	GENERAL FUND	RECREATION ADMINISTRAT	50.00
	RACE DEBRIEF LUNCHEON	GENERAL FUND	RECREATION ADMINISTRAT	135.72
	AQUATICS SUPPLIES	GENERAL FUND	AQUATICS	78.90
	SHADE DEDICATION SUPPLIES	GENERAL FUND	COMMUNITY SERVICES	52.65
	SHADE DEDICATION SUPPLIES	GENERAL FUND	COMMUNITY SERVICES	4.74
	SHADE DEDICATION SUPPLIES	GENERAL FUND	COMMUNITY SERVICES	55.32
	SOCCER SUPPLIES	GENERAL FUND	SPORTS	428.29
	VOLUNTEER AWARDS	GENERAL FUND	SPECIAL CLASSES	24.75
	VOLUNTEER LUNCH	GENERAL FUND	SPECIAL CLASSES	33.05
	4TH OF JULY GRAPHICS	GENERAL FUND	SPECIAL CLASSES	19.50
	RACE ON BASE - SOUND/STAGE	GENERAL FUND	SPECIAL EVENTS	400.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	RACE ON BASE - SUPPLIES	GENERAL FUND	SPECIAL EVENTS	238.23
	RACE ON BASE - SUPPLIES	GENERAL FUND	SPECIAL EVENTS	23.81
	RACE ON BASE - SUPPLIES	GENERAL FUND	SPECIAL EVENTS	32.33
	RACE ON BASE - SUPPLIES	GENERAL FUND	SPECIAL EVENTS	30.11
	RACE ON BASE - SUPPLIES	GENERAL FUND	SPECIAL EVENTS	52.13
	RACE ON BASE - SIGNAGE	GENERAL FUND	SPECIAL EVENTS	3,231.75
	RACE ON BASE - SUPPLIES	GENERAL FUND	SPECIAL EVENTS	20.68
	RACE ON BASE - BREAKFAST	GENERAL FUND	SPECIAL EVENTS	242.04
	RACE ON BASE - RENT RADIOS	GENERAL FUND	SPECIAL EVENTS	307.09
	RACE ON BASE - NUMBERS	GENERAL FUND	SPECIAL EVENTS	1,757.53
	FENCING	BUILDING IMPROVEME	CAPITAL PROJECTS	1,204.91
	FENCING	BUILDING IMPROVEME	CAPITAL PROJECTS	892.06
	BLOWER EQUIPMENT	GARAGE FUND	GARAGE	857.15
	HONDA DETAIL	GARAGE FUND	GARAGE	150.00
	BRAKES	GARAGE FUND	GARAGE	885.00
	IT PRINTER	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	309.99
			TOTAL:	17,148.70

WILLDAN ENGINEERING

	ADA RAMP DESIGN	C.D.B.G	CAPITAL PROJECTS	6,724.51
	STREET IMPROVEMENTS	GAS TAX	CAPITAL PROJECTS	13,329.91
	PAVEMENT MANAGEMENT	GAS TAX	CAPITAL PROJECTS	3,185.62
	ALLEY CONSTRUCTION SURVEY	RESIDENTIAL STREET	CAPITAL PROJECTS	4,762.50
	STREET IMPROVEMENTS	MEASURE M	CAPITAL PROJECTS	13,329.90
	SOIL COMPACTION TEST	MEASURE M	CAPITAL PROJECTS	316.25
	PAVEMENT MANAGEMENT	MEASURE M	CAPITAL PROJECTS	3,185.63
	LAUREL PARK	PARK DEVELOPMENT	CAPITAL PROJECTS	8,460.87
	COYOTE CREEK PARK	RIVERS/MTNS. CONSE	CAPITAL PROJECTS	3,870.00
	SOILS REVIEW	RIVERS/MTNS. CONSE	CAPITAL PROJECTS	12,505.49
	SOIL COMPACTION TEST	TRAFFIC IMPROVEMEN	CAPITAL PROJECTS	316.25
			TOTAL:	69,986.93

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

10	GENERAL FUND	118,471.79
19	C.D.B.G	6,724.51
20	GAS TAX	16,515.53
24	RESIDENTIAL STREET/ALLEYS	4,762.50
25	BUILDING IMPROVEMENT	2,096.97
26	MEASURE M	16,831.78
40	PARK DEVELOPMENT	8,460.87
41	RIVERS/MTNS. CONSERVANCY	16,375.49
44	TRAFFIC IMPROVEMENT	316.25
50	GARAGE FUND	1,892.15
53	TECHNOLOGY REPLACEMENT	309.99

	GRAND TOTAL:	192,757.83

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

REGULAR MEETING – April 2, 2012

1. CALL TO ORDER

The City Council met in Regular Session at 7:01 p.m., Monday, April 2, 2012, in the Council Chambers, 3191 Katella Avenue, Mayor Edgar presiding.

2. ROLL CALL

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

Absent: Council Members: None

Present: Staff: Angie Avery, City Manager
Scott H. Howard, Legal Counsel
Anita Agramonte, Finance Director
Dave Hunt, City Engineer
Corey Lakin, Community Services Director
Todd Mattern, Police Chief
Steven Mendoza, Community Development Director
Windmera Quintanar, Department Secretary

3. PLEDGE OF ALLEGIANCE

Council Member Stephens led the Pledge of Allegiance.

4. INVOCATION

Council Member Kusumoto gave the invocation.

5. PRESENTATIONS

A. Presentation of a Proclamation for National Dispatcher Week to West-Comm Representatives

The City Council presented a Proclamation for National Dispatcher Week to West-Comm representatives Paul Philips, Interim Dispatch Administrator; Marie Pope, Acting Dispatch Supervisor; Kathie Moen, Lead Dispatcher; and, Veronica Wilson, Dispatcher.

B. Presentation of Certificates of Appreciation to the Race on the Base Sponsors

The City Council and Community Services Director Lakin presented Certificates of Appreciation to the Race on the Base Sponsors.

6. ORAL COMMUNICATIONS

Major Edgar opened Oral Communications. There being no one present wishing to speak, Major Edgar closed Oral Communications.

7. REGISTER OF MAJOR EXPENDITURES

April 2, 2012.

Motion/Second: Poe/Graham-Mejia

Unanimously Carried: The City Council approved the Major Expenditures of April 2, 2012, in the amount of \$66,105.79.

Roll Call Vote

Council Member Graham-Mejia	Aye
Council Member Kusumoto	Aye
Council Member Stephens	Aye
Mayor Pro Tem Poe	Aye
Mayor Edgar	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 8B and indicated she would abstain from Item 8A as she was not present for that meeting.

Mayor Edgar pulled Item 8E and directed staff to bring the item back once the documentation was complete.

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

A. Approval of Minutes (City Clerk)
Approved the Minutes of the Regular Meeting of March 19, 2012.

C. Emergency Roof Repairs - Reaffirmation of Emergency Conditions (Public Works)
The City of Los Alamitos, when approving emergency public projects, is required to reaffirm such decisions at subsequent Council Meetings until the emergency is resolved. This staff report reaffirmed the December 19, 2011, decision to approve an emergency contract for roof repairs to several City buildings to avoid further damage to public facilities and avoid injury to the health of the occupants of the buildings.

The City Council ratified and reaffirmed the December 19, 2011, City Council action:

1. Found 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. Found 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. Authorized 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. Authorized the City Manager to spend up to \$15,000 to repair and/or replace roof top air conditioning equipment if needed in order to repair the roofing leaks.

D. Approval of Plans and Specifications, and Authorization to Bid for Public Works Yard, Gas Tanks Removal Project (CIP No. 11/12-01) (Public Works)

This report recommended actions to begin facilitating the construction of the Public Works Yard, Gas Tanks Removal Project.

The City Council:

1. Approved the plans and specifications for the construction of Public Works Yard, Gas Tanks Removal Project (CIP No. 11/12-01); and,
2. Authorized staff to advertise and solicit bid proposals.

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

B. Warrants (Finance)
April 2, 2012.

Council Member Graham-Mejia referred to page 2, Commercial Aquatic Services, and inquired if the two pool heater repairs were for the new heater.

City Engineer Hunt answered in the negative and indicated the repairs were for the existing heater.

Council Member Graham-Mejia inquired about the Decksider Pool Service charges.

Recreation and Community Services Director Lakin indicated that was the reoccurring monthly charge for cleaning services.

Motion/Second: Graham-Mejia/Poe

Unanimously Carried: The City Council approved the Warrants for April 2, 2012, in the amount of \$66,105.79

- E. Award Bid for Americans with Disabilities Act (ADA) Curb Ramp Improvement Project in Apartment Row (CIP No. 11/12-02) Using Community Development Block Grant (CDBG) Funds (Public Works)**
This report recommends actions to begin facilitating the construction of ADA access ramps in Apartment Row.

Mayor Edgar pulled Item 8E and directed staff to bring the item back once the proper documentation was received.

Mayor Edgar announced item 10B would be taken at this time per a Council Member's request and with the consent of the City Council.

10. Discussion Items

- B. Summary of Alley Related Safety Measures Since 2010(Public Works)**
Complaints were received about speeding in the alley between Katella Avenue and Green Avenue, from Noel Street to Lexington Drive. Several speed surveys were completed; speed limit signs and caution children signs were posted; white stops bars were painted at the entrances and exits of the alleys; and test speed humps were installed. The average speed was 15 to 17 miles per hour (mph) before the speed humps were installed, which is 0 - 2 mph more than the speed limit. The speed humps did slow the traffic down by only 1 mph on average. The Traffic Commission and staff, feel the existing speeds driven down the alley, with an average speed of 15 to 17 mph are acceptable and find it is difficult to justify \$1,500 for each permanent additional speed hump. Increased police presence could be used to slow down the small percentage of speeders in the alley.

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

The City Council and Staff discussed the following topics:

- Cost of signage in the alley and future use of signage

- History of the use of speed bumps and liability concerns
- Accuracy of the speed survey and representation of speeding vehicles
- Safety for apartment dwellers
- Opposition received from residents
- Minor impact from speed humps
- Difference between speed humps and speed bumps
- Traffic calming options (i.e. stop signs, Police presence)
- Traffic Commission process to date
- Public safety including emergency responders

Mayor Edgar opened the item to public comment.

Rena Rios, resident, stated support for speed bumps and requested the alley between Walnut and Oak be studied as well.

Javier Mejia, resident, stated support for additional speed bumps.

J.M. Ivler, resident, stated this topic would be good for a City Council/resident workshop.

Mayor Edgar closed the item to public comment.

The City Council and staff discussed the following topics:

- Need to address the safety concern in the alleys as soon as possible
- Restricting access of businesses to the alley
- Modifications to business parking lots to allow for greater visibility of traffic
- Associated costs for installing speed bumps and signage
- Installing 9 speed bumps down the entire Green Ave. alley corridor, between Lexington Avenue and Los Alamitos Boulevard
- Installing 2 speed bumps in the alley behind Walnut
- Addressing additional alleys as residents bring their concerns forwards as Phase II of the project
- Larger signage (including Children at Play signs) at the entrance to each alley and further into the alley

Motion/Second: Graham-Mejia/Stephens

Unanimously Carried: The City Council directed staff to:

1. Install nine (9) speed bumps down the entire Green Ave. alley corridor, between Lexington Ave. and Los Alamitos Blvd.; and,

2. Install two (2) speed bumps in the alley off of Walnut; and,
3. Install "Caution Children at Play" signs at the beginning of each alley entrance and two to three signs throughout the alley; and,
4. Prepare traffic data into a study for implementation of additional speed bumps in areas of concern as a secondary phase.

9. ORDINANCES

- A. Consideration of an Amendment to the Los Alamitos Municipal Code to Provide for One City Council Meeting Per Month (City Manager)**
This report requests City Council consideration of an amendment to the Los Alamitos Municipal Code to provide for one City Council meeting per month.

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

City Council and Staff discussed the following topics:

- Cost for preparation of meetings
- Council's ability to call a Special meeting
- Consideration of reducing stipend from \$400 to \$350
- Possibility of starting the meeting earlier

Mayor Edgar opened the item for public comment.

J.M. Ivler, resident, stated opposition for the item and stated a concern for maintaining transparency.

Javier Mejia, resident, stated opposition for the item and suggested keeping the second meeting of the month for public comment only.

Mayor Edgar closed the item for public comment.

The City Council and staff discussed the following topics:

- Council's desire to maintain transparency
- Who can invoke a special meeting (two members versus the majority of the Council)
- Importance of community input and ability of community to contact the Council at any time
- Evaluate the effectiveness and cost savings of once a month meetings after six months

- Compiling cost savings for review
- Council ability to get an item on the agenda in a timely fashion
- Possibility of providing a list of ongoing agenda items to Council
- High School students ability to attend any Council meeting during the course of the semester
- Consideration of holding the meeting on the first or third Monday

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

1. Directed the City Attorney to revise Ordinance No. 12-02 to allow for a meeting start time of 6:00 p.m.; and
2. Introduced by title only and waived further reading of Ordinance No. 12-02, and set for second reading; and,
2. Mayor Edgar read the title of City Council Ordinance No. 12-02, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTION 2.04.010 OF THE LOS ALAMITOS MUNICIPAL CODE RELATING TO REGULAR MEETINGS OF THE CITY COUNCIL"; and,
3. Authorized staff to issue advance warrants as necessary to conduct the City's business; and,
4. Directed staff to bring forth an Ordinance to allow for the presiding officer, City Manager, or two Council Members to call for a Special Meeting.

RECESS

The City Council recessed at 9:04 p.m.

RECONVENE

The City Council reconvened in Regular Session at 9:20 p.m.

10. DISCUSSION ITEMS

A. Consideration of an Investment Policy for Fiscal Years 2011-12 and 2012-13 (Finance)

This report sought City Council consideration for the adoption of an Investment Policy for Fiscal Years 2011-12 and 2012-13.

Finance Director Agramonte summarized the staff report, gave a PowerPoint presentation, and answered questions from the City Council.

City Council and Staff discussed the following topics:

- History of the City's Investment Policy
- Liquidity and risk
- Remaining fiscally and structurally sound
- Having the City's portfolio professionally managed
- Conservatively investing a percentage of the yearly cash flow
- Quarterly report provided to Council
- Checks and balances
- Having a dedicated broker versus a pool of brokers
- Only using Federally backed instruments for investment
- Notifying Council of shortfalls
- Possibility of utilizing a sophisticated full service broker in the future
- Council preference to invest with local banks

Mayor Edgar opened the item for public comment.

Richard Murphy, resident, stated his belief that treasury bills fluctuate, stated concern for the City using a broker, and supported use of a professional investor looking out for the City's best interest.

Mayor Edgar closed the item for public comment.

The City Council and Staff discussed the following topics:

- Difference between Restricted and Unrestricted funds
- Support for Finance Director investing in CDs only
- Council's desire for triggers that automatically provide feedback to Council
- Adopting the Investment Policy including working with local banks as a first priority
- Secondary phase would be to look into getting a broker to invest the City's funds

Motion/Second: Graham-Mejia/Stephens

Unanimously Carried: The City Council adopted the Investment Policy for Fiscal Years 2011-12 and 2012-13 as recommended, with the modification of investing with local banks first.

11. MAYOR AND COUNCIL INITIATED BUSINESS

Council Announcements

Mayor Pro Tem Poe reported she had been out of town from March 20 through yesterday.

Council Member Graham-Mejia reported attendance at the Orange County Vector Control Budget Meeting.

Council Member Stephens reported attendance at the Orange County Fire Authority meeting, reported there was a fire on Green Ave. the previous week, and expressed interest in adding additional fire hydrants.

Council Member Kusumoto indicated he had potential projects to discuss with the City Manager and had nothing additional to report.

Mayor Edgar reported attendance at the Orange County Sanitation Board meeting, requested staff to investigate potential new legislation regarding water companies and rates and bring back a resolution of support for all Council's signature, reported attendance at the We Care fundraiser, stated Casa Youth would be fundraising every Monday in April with Pizza Mondays at Ameci's.

Council Member Graham-Mejia requested High School Track Alumni look into giving back to the school as programs had been drastically cut due to budget constraints.

12. ITEMS FROM THE CITY MANAGER

City Manager Avery reported on the following upcoming events: 1) Joint Commission meeting to discuss the General Plan on Wednesday at 7:00 p.m.; 2) Spring Carnival Saturday, April 7, from 9:00 to 11:00 a.m. at Little Cottonwood park; 3) Spring Day Camp next week from 9:00-4:00 p.m.; 4) bid opening for five upcoming street projects; and, 5) Staff's continued progress to reach out to the community for priorities of spending the \$358,000 surplus designated by Council.

Mayor Edgar inquired about the status of the Rivers and Mountains Conservancy grant extension application.

City Manager Avery indicated she would follow up and report back to the Council.

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. Anticipated Litigation: G.C. 54956.9(b)

A point has been reached where, in the opinion of the City Council on the advice of its legal counsel, there is a significant exposure to litigation against the City based upon facts and circumstances that might result in litigation but which the City believes are not yet known to potential plaintiff or plaintiffs. G.C. 54956.9(b)(3)(A)

B. Initiation of Litigation: G.C. 54956.9(c)

One Item

RECESS

The City Council recessed into Closed Session at 10:33 p.m.

RECONVENE

The City Council reconvened in Regular Session at 11:15 p.m.

There was no reportable action.

14. ADJOURNMENT

The City Council adjourned the meeting at 11:15 p.m. The next meeting of the City Council is scheduled for **Monday, April 16, 2012**, in the City Council Chambers.

Troy D. Edgar, Mayor

ATTEST:

Windmera Quintanar, Department Secretary

CITY OF LOS ALAMITOS
A/P Warrants
April 16, 2012

Pages:

01-05	\$ 64,833.85	A/P Warrants	04/16/2012
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Total **\$ 64,833.85**

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 11th day of April, 2012

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ARBOR NURSERY PLUS	TREES	GENERAL FUND	PARK MAINTENANCE	119.63
			TOTAL:	119.63
AT & T	BILL CYCLE 03/19-04/18	GENERAL FUND	COMMUNICATIONS TECHNOL	357.18
			TOTAL:	357.18
AT & T MOBILITY	BILL CYCLE 02/24-03/23	GENERAL FUND	PATROL	409.27
			TOTAL:	409.27
BARIC, TRAN & MINESINGER	ATTORNEY FEES	GENERAL FUND	CITY ATTORNEY	5,075.50
			TOTAL:	5,075.50
BENESYST	FLEX ADMIN SERVICES	GENERAL FUND	ADMINISTRATIVE SERVICE	150.00
			TOTAL:	150.00
BRENDAN SCREEN-PRINTING & EMBROIDERY	SLO-PITCH SHIRTS	GENERAL FUND	SPORTS	297.66
	SOCCER SHIRTS	GENERAL FUND	SPORTS	602.60
	BASKETBALL SHIRTS	GENERAL FUND	SPORTS	274.88
			TOTAL:	1,175.14
BUSINESS PRODUCTS DISTRIBUTORS	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATIVE SERVICE	38.88
	OFFICE SUPPLIES	GENERAL FUND	PUBLIC WORKS ADMIN	29.47
			TOTAL:	68.35
CARSON SUPPLY CO., INC.	BACKFLOW PARTS	GENERAL FUND	PARK MAINTENANCE	729.56
			TOTAL:	729.56
COMMUNITY SENIORSERV	NUTRITION TRANSPORTATION	GENERAL FUND	COMMUNITY SERVICES	82.72
			TOTAL:	82.72
COUNTY OF ORANGE TREASURER-TAX	OCATS	GENERAL FUND	COMMUNICATIONS TECHNOL	305.00
			TOTAL:	305.00
CPRS DISTRICT X - CITY OF CYPRESS	VOLUNTEER AWARDS	GENERAL FUND	RECREATION ADMINISTRAT	130.00
			TOTAL:	130.00
DECKSIDE POOL SERVICE	POOL REPAIRS	GENERAL FUND	AQUATICS	151.65
			TOTAL:	151.65
DIGITAL ALLY	WIRELESS TRANSFER MODULE	ASSET SEIZURE	POLICE ADMINISTRATION	1,178.87
			TOTAL:	1,178.87
FEDEX	SHIPPING	GENERAL FUND	PUBLIC WORKS ADMIN	14.56
			TOTAL:	14.56
GANAHL LUMBER COMPANY	TARP	GENERAL FUND	STREET MAINTENANCE	9.15
	PLASTIC WRAP	GENERAL FUND	STREET MAINTENANCE	30.70
			TOTAL:	39.85
GLOBALSTAR USA	SATELLITE PHONE	GENERAL FUND	EMERGENCY PREPAREDNESS	26.61
			TOTAL:	26.61
GOLDEN STATE WATER COMPANY	BILL CYCLE 02/02-04/03	GENERAL FUND	STREET MAINTENANCE	372.23
	BILL CYCLE 02/02-04/03	GENERAL FUND	PARK MAINTENANCE	1,934.03
			TOTAL:	2,306.26

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT		
HARTZOG & CRABILL, INC.	TRAFFIC ENGINEER SVCS	GENERAL FUND	CITY ENGINEER	1,935.00		
	PLAN CHECK	GENERAL FUND	CITY ENGINEER	360.00		
	OCTA TLSP COORD SUPPORT	GENERAL FUND	CITY ENGINEER	31.25		
	TRAFFIC ENGINEER SVCS	GENERAL FUND	CITY ENGINEER	2,668.00		
	SERPENTINE RETAIL DEVELOP	GENERAL FUND	CITY ENGINEER	520.00		
	KATELLA/CHESTNUT MEDIANS	MEASURE M	CAPITAL PROJECTS	1,120.00		
			TOTAL:	6,634.25		
HI-WAY SAFETY, INC.	SIGN POST	GENERAL FUND	STREET MAINTENANCE	168.63		
			TOTAL:	168.63		
JDS TANK TESTING & REPAIR	DESIGNATED OPERATOR	GARAGE FUND	GARAGE	145.00		
			TOTAL:	145.00		
KONICA MINOLTA BUSINESS SOLUTIONS	COPIER LEASE - ADMIN SVCS	GENERAL FUND	ADMINISTRATIVE SERVICE	879.78		
			COPIER LEASE - CITY HALL	GENERAL FUND	ADMINISTRATIVE SERVICE	476.35
			TOTAL:	1,356.13		
KONICA MINOLTA BUSINESS SOLUTIONS U.S.	COPIER LEASE	GENERAL FUND	ADMINISTRATIVE SERVICE	1,047.26		
			TOTAL:	1,047.26		
LOS ALAMITOS AUTO PARTS	RELAY	GARAGE FUND	GARAGE	11.65		
			TOTAL:	11.65		
LOS ALAMITOS LOCK SERVICE, INC.	KEYS & LOCKS	GENERAL FUND	BUILDING MAINTENANCE	50.10		
			TOTAL:	50.10		
MAR-CO EQUIPMENT COMPANY	POLISHING PADS	GENERAL FUND	BUILDING MAINTENANCE	44.45		
			TOTAL:	44.45		
MARTIN & CHAPMAN CO.	GENERAL ELECTION SUPPLIES	GENERAL FUND	CITY MANAGER	541.40		
			TOTAL:	541.40		
MISC. VENDOR	REFUND - TRACK & FIELD	GENERAL FUND	NON-DEPARTMENTAL	44.00		
	REFUND - SCIENCE CAMP	GENERAL FUND	NON-DEPARTMENTAL	42.00		
	REFUND - DANCE CLASS	GENERAL FUND	NON-DEPARTMENTAL	116.00		
	REFUND - SECURITY DEPOSIT	GENERAL FUND	NON-DEPARTMENTAL	250.00		
	REFUND - GYM RENTAL	GENERAL FUND	NON-DEPARTMENTAL	25.00		
	REFUND - USAT LICENSE	GENERAL FUND	NON-DEPARTMENTAL	10.00		
	TOTAL:			487.00		
MWR	RACE ON BASE - USAGE FEE	GENERAL FUND	SPECIAL EVENTS	7,500.00		
			TOTAL:	7,500.00		
NEWS ENTERPRISE	PUBLISH NOTICE	GENERAL FUND	CITY COUNCIL	75.44		
			PLANNING	102.00		
			CAPITAL PROJECTS	15.94		
			TOTAL:	193.38		
NEXTEL COMMUNICATIONS	TRAFFIC CALMING SIGN	GENERAL FUND	TRAFFIC	17.48		
			TOTAL:	17.48		
PACIFIC TELEMAGEMENT SERVICES	PAY PHONE	GENERAL FUND	COMMUNICATIONS TECHNOL	82.64		
			TOTAL:	82.64		
PARKHOUSE TIRE, INC.	TIRES	GARAGE FUND	GARAGE	749.70		

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	TIRES	GARAGE FUND	GARAGE	749.70
			TOTAL:	1,499.40
PENINSULA SEPTIC SERVICE, INC.	SEPTIC TANK SERVICE	GENERAL FUND	BUILDING MAINTENANCE	400.00
			TOTAL:	400.00
ANNE COREEN PENNYPACKER	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	265.20
	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	430.95
	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	331.50
	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	331.50
	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	195.00
			TOTAL:	1,554.15
PETTY CASH	COUNCIL COFFEE	GENERAL FUND	CITY COUNCIL	12.95
	CITY HALL COFFEE	GENERAL FUND	CITY COUNCIL	20.98
	MEETING EXPENSE	GENERAL FUND	CITY COUNCIL	74.65
	MEETING REFRESHMENTS	GENERAL FUND	CITY COUNCIL	35.95
	CITY HALL COFFEE	GENERAL FUND	CITY COUNCIL	27.92
	CERTIFICATE FRAMES	GENERAL FUND	CITY COUNCIL	107.70
	CHAMBER BREAKFAST	GENERAL FUND	CITY MANAGER	20.00
	PARKING	GENERAL FUND	CITY MANAGER	10.00
	1099 FORMS	GENERAL FUND	ADMINISTRATIVE SERVICE	30.43
	ORAL BOARD EXPENSE	GENERAL FUND	ADMINISTRATIVE SERVICE	5.99
	PRE-HIRE CREDIT REPORT	GENERAL FUND	ADMINISTRATIVE SERVICE	15.95
	PARKING	GENERAL FUND	POLICE ADMINISTRATION	50.00
	PARKING	GENERAL FUND	PATROL	2.00
	PARKING	GENERAL FUND	PATROL	2.00
	MEETING REFRESHMENTS	GENERAL FUND	PLANNING	138.88
			TOTAL:	555.40
QUARTERMASTER	EQUIPMENT	GENERAL FUND	PATROL	798.21
			TOTAL:	798.21
R.H.F., INC.	RECERTIFY ULTRA LYTE	GENERAL FUND	PATROL	85.00
	RECERTIFY ULTRA LYTE	GENERAL FUND	PATROL	85.00
	RECERTIFY ULTRA LYTE	GENERAL FUND	PATROL	65.00
	RECERTIFY ULTRA LYTE	GENERAL FUND	PATROL	85.00
	RECERTIFY ULTRA LYTE	GENERAL FUND	PATROL	65.00
			TOTAL:	385.00
SCIENTIA CONSULTING GROUP	IT SERVICES	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	5,700.00
	BOOKING SOFTWARE	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	585.00
	BOOKING CAMERA PARTS/MOVE	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	509.30
	FIREWALL SET-UP/CONFIGURE	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	2,731.25
			TOTAL:	9,525.55
SO CAL SANITATION LLC	RESTROOM SERVICES	GENERAL FUND	SPORTS	2,767.56
			TOTAL:	2,767.56
JACOB SORENSEN	TUITION REIMBURSEMENT	GENERAL FUND	PATROL	687.00
			TOTAL:	687.00
SOUTHERN CALIFORNIA EDISON	TRAFFIC SIGS/ST LIGHTS	GENERAL FUND	STREET MAINTENANCE	47.53
	SPRINKLERS	GENERAL FUND	PARK MAINTENANCE	183.20
			TOTAL:	230.73

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
SOUTHERN CALIFORNIA GAS	3614 FENLEY	GENERAL FUND	STREET MAINTENANCE	14.40
	3191 KATELLA	GENERAL FUND	BUILDING MAINTENANCE	267.61
	10911 OAK ST.	GENERAL FUND	BUILDING MAINTENANCE	178.44
			TOTAL:	460.45
SOUTHERN PACIFIC MASTERS ASSOCIATION	MEMBERSHIP FEES	GENERAL FUND	AQUATICS	88.00
			TOTAL:	88.00
SOUTHLAND CREDIT UNION	RACE ON BASE - GOODIE BAGS	GENERAL FUND	SPECIAL EVENTS	1,247.65
			TOTAL:	1,247.65
SPARKLETT'S DRINKING WATER	WATER COOLERS	GENERAL FUND	BUILDING MAINTENANCE	100.35
			TOTAL:	100.35
SPRINT	ACTIVITY THRU 3/21/12	GENERAL FUND	CITY MANAGER	36.14
	ACTIVITY THRU 3/21/12	GENERAL FUND	ADMINISTRATIVE SERVICE	36.13
	ACTIVITY THRU 3/21/12	GENERAL FUND	COMMUNICATIONS TECHNOL	36.13
	ACTIVITY THRU 3/21/12	GENERAL FUND	COMMUNITY DEVEL ADMIN	36.13
	ACTIVITY THRU 3/21/12	GENERAL FUND	PUBLIC WORKS ADMIN	36.13
	ACTIVITY THRU 3/21/12	GENERAL FUND	RECREATION ADMINISTRAT	36.13
			TOTAL:	216.79
STATE OF CALIFORNIA DEPT. OF HOUSING &	ANNUAL OPERATING PERMIT	GENERAL FUND	BUILDING INSPECTION	400.00
			TOTAL:	400.00
TIME WARNER CABLE	ADMIN CABLE SERVICE	GENERAL FUND	CITY MANAGER	164.96
	P/D CABLE SERVICE	GENERAL FUND	COMMUNICATIONS TECHNOL	109.49
			TOTAL:	274.45
TOTALFUNDS BY HASLER	POSTAGE	GENERAL FUND	ADMINISTRATIVE SERVICE	500.00
			TOTAL:	500.00
UNDERGROUND SERVICE ALERT OF SO CAL	SERVICE ALERT FAXES	GENERAL FUND	STREET MAINTENANCE	21.00
			TOTAL:	21.00
JOHN UNDERWOOD	FILM - POLICE LUNCH	LOS ALAMITOS TV	LOS ALAMITOS TV	300.00
	FILM - GEN PLAN/OPEN HOUSE	LOS ALAMITOS TV	LOS ALAMITOS TV	450.00
			TOTAL:	750.00
UNITED STATES POSTMASTER	PRESORTED MAIL PERMIT	GENERAL FUND	RECREATION ADMINISTRAT	190.00
			TOTAL:	190.00
USA MOBILITY WIRELESS, INC.	PAGER FEES	GENERAL FUND	PUBLIC WORKS ADMIN	20.40
			TOTAL:	20.40
VERIZON CALIFORNIA, INC.	EOC/FAX LINES	GENERAL FUND	COMMUNICATIONS TECHNOL	922.56
	POLICE DEPT/RELAY LINE	GENERAL FUND	COMMUNICATIONS TECHNOL	79.38
			TOTAL:	1,001.94
VERIZON WIRELESS	POLICE DEPARTMENT	GENERAL FUND	PATROL	43.72
	COMMUNITY DEVELOPMENT	GENERAL FUND	NEIGHBORHOOD PRESERVAT	10.74
	PUBLIC WORKS	GENERAL FUND	STREET MAINTENANCE	194.11
			TOTAL:	248.57
VOYAGER FLEET SYSTEMS, INC.	FUEL	GARAGE FUND	GARAGE	7,370.72
	FUEL TAX CREDIT	GARAGE FUND	GARAGE	306.87-

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	CNG FUEL	GARAGE FUND	GARAGE	247.88
			TOTAL:	<u>7,311.73</u>
YORK INSURANCE SERVICES GROUP, INC.	STORAGE FEES	GENERAL FUND	INSURANCE	3,000.00
			TOTAL:	<u>3,000.00</u>

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===== FUND TOTALS =====
10  GENERAL FUND                43,275.71
19  C.D.B.G                     15.94
26  MEASURE M                   1,120.00
27  ASSET SEIZURE               1,178.87
28  LOS ALAMITOS TV             750.00
50  GARAGE FUND                 8,967.78
53  TECHNOLOGY REPLACEMENT     9,525.55
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      GRAND TOTAL:              64,833.85
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TOTAL PAGES: 5

City of Los Alamitos

Agenda Report Consent Calendar

April 16, 2012
Item No: 8C

To: Mayor Troy D. Edgar & Members of the City Council
Via: Angie Avery, City Manager
From: Steven A. Mendoza, Community Development Director
Subject: Emergency Roof Repairs - Reaffirmation of Emergency Conditions

Summary: The City of Los Alamitos, when approving emergency public projects, is required to reaffirm such decisions at subsequent Council Meetings until the emergency is resolved. This staff report reaffirms the December 19, 2011, decision to approve an emergency contract for roof repairs to several City buildings to avoid further damage to public facilities and avoid injury to the health of the occupants of the buildings.

Recommendation: City Council, by a 4/5ths vote, ratify, and reaffirm the December 19, 2011, City Council action to:

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 to repair and/or replace roof top air conditioning equipment if needed in order to repair the roofing leaks.

Background

At its December 19, 2011 meeting, the Los Alamitos City Council authorized staff to award a contract for emergency roof repairs. It was determined that the roofing problems were an emergency, that there was no time to conduct a competitive bid process, and that the roofs needed immediate repair to avoid further damage to public facilities and avoid injury to the health of the occupants of the buildings.

California Public Contract Code permits this action, but further requires that during every subsequent Council meeting that City Council reaffirm the need for the emergency contract still exists.

Discussion

In the current situation, the emergency need still exists. The roofer is proceeding with all due speed and has been issued a building permit to proceed. The project has begun, but the roof repairs are still ongoing.

The roofing contractor began work on January 9, 2012. Repairs to the roofs were completed shortly thereafter, pending rain to test the repairs. The January 23, 2012 rain event demonstrated that the repairs on the Police Building were adequate. Repairs to the Community Center required another rain to determine if the repairs were adequate. Subsequently, the rain event on February 27, 2012 produced no new leaks, thus passing the rain inspection. The interior ceiling tiles were ordered shortly after, but due to the age of the tiles, it took longer than expected for arrival. The interior repairs will begin on April 16, 2012, as the ceiling tiles have now arrived. Estimated completion of the project is April 20, 2012, if no further problems arise.

The multiple rain events over the past three months have allowed the contractor to make additional repairs as needed to ensure the roofs are repaired while awaiting the arrival of the ceiling tiles. The timing has been to the advantage of the City of Los Alamitos. The Public Works Department is satisfied with the repairs thus far. The JPIA representative has helped in every aspect of the project.

Staff will continue to seek reaffirmation from City Council at each Council meeting until the emergency project is complete as required by law.

Fiscal Impact

None.

Submitted By:



Steven A. Mendoza
Community Development Director

Approved By:



Angie Avery
City Manager

Attachment: 1. City Council Staff Report - December 19, 2011

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:

Submitted By:

Tony Brandyberry
Public Works Superintendent

Steven Mendoza
Community Development Director

Approved By:

Jeffrey L. Stewart
City Manager

City of Los Alamitos

Agenda Report Consent Calendar

April 16, 2012
Item No: 8D

To: Mayor Troy D. Edgar & Members of the City Council

Via: Angie Avery, City Manager

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

Subject: Award Bid for Americans with Disabilities Act (ADA) Curb Ramp Improvement Project in Apartment Row (CIP No. 11/12-02) Using Community Development Block Grant (CDBG) Funds

Summary: This report recommends actions to begin facilitating the construction of ADA access ramps in Apartment Row.

Recommendations:

1. Award construction of the ADA Curb Ramp Improvement Project in Apartment Row (CIP No. 11/12-02) to Mora's Equipment & Construction, Inc. in the amount of \$50,800; 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 \$10,160, which is 20% of the original contract amount.

Background

On December 1, 2010, City staff submitted an application for Community Development Block Grant (CDBG) funds to the County of Orange, Community Services Department. On February 17, 2011, the City received a preliminary notice of award for the ADA access ramps in Old Town East and West, and Apartment Row. A public hearing was held by the County Board of Supervisors on May 10, 2011, and the City was awarded \$88,058 for the project, that can be used for design, construction, and construction management. The City Council approved this project as part of the Fiscal Year 2011/12 Capital Improvement Projects (CIP). On March 5, 2012, the City Council approved the plans and specifications for solicitation of bids.

Discussion

The Apartment Row neighborhood has been developed with a variety of ADA accessible sidewalk standards over the years. Currently, none of twenty-nine (29) corners with ramps meet the accepted standards. Four (4) of the corners have no ramps at all. This project would provide ramps for the corners that lack them, and bring existing ramps up to current standards in order to comply with State and Federal guidelines.

The following is an approximate timeline for the completion of the project:

- 4/16/12 Award of contract
- 4/30/12 Start of construction
- 5/30/12 End of construction

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 the ADA Curb Ramp Improvements Project in Apartment Row (CIP No. 11/12-02) were publicly opened on March 23, 2012, at 2:00 pm. From the eight (8) total bids received, staff determined the construction bid submitted by Mora's Equipment & Construction, Inc. to be the lowest responsible bid, with the total bid amount of \$50,800.

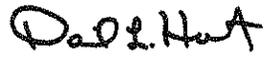
The bid results are shown below.

Bidder	Total Base Bid
Mora's Equipment & Construction, Inc.	\$ 50,800
MCI - Martinez Concrete, Inc.	\$ 56,345
Nobest, Inc.	\$ 56,700
HYM Engineering	\$ 56,815
Super Technical, Inc.	\$ 57,700
Pacific Construction Co., Inc.	\$ 77,300
Vido Samarzich, Inc.	\$ 78,000
EBS General Engineering	\$ 82,350

Fiscal Impact

Mora's Equipment & Construction, Inc. was found to be the lowest responsible bidder, with the total bid amount of \$50,800. They are located in Pico Rivera, California. The Engineer's estimate for the project is \$58,000. There is \$72,000 in the budget for construction. The remaining budget will be used with the new CDBG funds for work in Old Town West in July, 2012.

Prepared By:



David L. Hunt, PE
City Engineer

Reviewed By:



Steven A. Mendoza
Director of Community Development

Approved By:



Angie Avery
City Manager

Attachment: 1. Contract

ARTICLES OF AGREEMENT

ADA CURB RAMP IMPROVEMENT PROJECT, CIP NO. 11/12-02, AGREEMENT IN THE CITY OF LOS ALAMITOS, CALIFORNIA

THIS ADA CURB RAMP IMPROVEMENT PROJECT, CIP NO. 11/12-02, AGREEMENT (“AGREEMENT”) is made and entered into for the above-stated project this 2nd day of April, 2012, BY AND BETWEEN the City of Los Alamitos, a municipal corporation, hereafter designated as “AGENCY”, and Mora’s Equipment & Construction, 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 ADA CURB RAMP IMPROVEMENT PROJECT, CIP NO. 11/12-02, 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 signed copies of the AGREEMENT, two signed copies of required bonds; one 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 ensure 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 employs 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 provided herein, 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 AGENCY 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 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 Fifty Thousand Eight Hundred Dollars (\$50,800) 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 Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that 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 Agency's confirmation of CONTRACTOR'S satisfactory completion of this AGREEMENT. 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 is 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 in violation of the provisions of the Labor Code whether such worker is employed in the execution of the work by CONTRACTOR or by any Subcontractor under CONTRACTOR. In addition, CONTRACTOR shall pay each worker 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.

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 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 Contract 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 a 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 has been delegated to accept such plans, 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 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 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 AGREEMENT. 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 Effect

AGENCY and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto and to 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 Contractor, for the response to such claims by the Agency, for a mandatory meet and confer conference upon the request of Contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' 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 such taxes and duties. 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

CONTRACTOR: Dave Mora

CITY OF LOS ALAMITOS

MORA'S EQUIPMENT & CONSTRUCTION, INC.

3191 Katella Ave.

9245 Nan Street

Los Alamitos, CA 90720

Pico Rivera, CA 90660

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, statement 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, medical condition or any other unlawful basis.

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 at the head of which it appears, the section or paragraph hereof, 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.

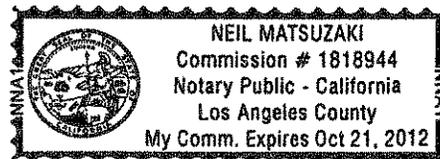
IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this 2nd day of April, 2012.

CONTRACTOR: Mora's Equipment & Construction, Inc.



Dave Mora, Owner/President
Contractor's License No. 910902

Subscribed and sworn to this 30th day of March, 2012.



NOTARY PUBLIC 

(SEAL)

AGENCY: _____
Troy Edgar, Mayor of the _____
City of Los Alamitos

Date

ATTESTED: _____
Angie Avery, City Clerk of the _____
City of Los Alamitos

Date

APPROVED AS TO FORM: _____
Sandra Levin, City Attorney of the _____
City of Los Alamitos

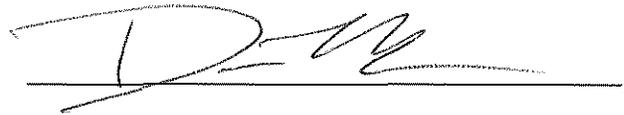
Date

(EXECUTE IN DUPLICATE)

NON-COLLUSION AFFIDAVIT

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

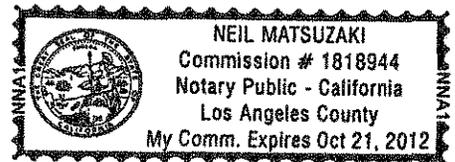
David Mora, being first duly sworn, deposes and says that he or she is President (title) of Moras Equip. & Const. (contractor's business name), the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, 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.



Dave Mora, Owner/President
Mora's Equipment & Construction, Inc.

Business Address
Mora's Equipment & Construction, Inc.
9245 Nan Street
Pico Rivera, CA 90660
562-948-1838

Place of Residence
Subscribed and sworn to before me this 30 day of March, 2012.
Notary Public in and for the County
of Los Angeles
State of California.
My Commission Expires Oct. 21, 2012.



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: 3-29-12

Mora's Equipment & Construction, Inc.
(Contractor)

By:


(Signature)

President

(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.

**STATEMENT REGARDING INSURANCE COVERAGE
ADA CURB RAMP IMPROVEMENT PROJECT
CIP NO. 11/12-02
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: Morus Equipment & Construction

MAILING ADDRESS: 9245 Nan St.

Pico Rivera, CA 92669

AUTHORIZED SIGNATURE: 

TITLE: President

DATE: 3-29-12

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS
ADA CURB RAMP IMPROVEMENT PROJECT
CIP NO. 11/12-02
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 to engage in the business or act in the capacity of a contractor within this state without having a license therefor, 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.**

Contractors License Number: 910902

License Expiration Date: 2-27-14

Authorized Signature: 

Date: 3-29-12

City of Los Alamitos

Agenda Report Consent Calendar

April 16, 2012
Item No: 8E

To: Mayor Troy D. Edgar & Members of the City Council

Via: Angie Avery, City Manager

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

Subject: Budget Request for Installing Speed Bumps on Alleys in the City

Summary: At the April 2, 2012, City Council meeting the City Council approved the installation of eleven (11) speed bumps on alleys in the City. City staff has estimated the cost to install the speed humps and required signs to be between \$15,000 and \$20,000. This includes the cost of signs, poles, speed bumps, and staff time for ordering and installation.

Recommendations:

1. Approve the maximum budget of \$20,000 to install the speed bumps and required signs and poles; and,
2. Authorize the City Manager to spend up to \$20,000 for the necessary materials from the Traffic Improvement account.

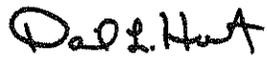
Background

At the April 2, 2012, City Council meeting the City Council approved the installation of eleven (11) speed bumps on alleys in the City. Nine (9) will be installed on the alley between Katella Avenue and Green Avenue, from Los Alamitos Boulevard to Lexington Drive; three (3) for each block, and two (2) will be installed on the alley between Oak Street and Walnut Street, from Los Alamitos Boulevard and Florista Street.

Discussion/ Fiscal Impact

City staff has estimated the cost to install the speed humps and required signs to be between \$15,000 and \$20,000. This includes the cost signs, poles, speed bumps and staff time for ordering and installation. The current budget includes a \$10,000 appropriation for speed humps, of which \$5,924 is currently available. It is being recommended that the necessary remaining funds be taken from the Traffic Improvement Fund, which has an available fund balance of \$380,079. If approved at tonight's Council meeting, work can be completed within 30 days by the Public Works staff.

Prepared By:



David L. Hunt, PE
City Engineer

Reviewed By:



Steven A. Mendoza
Director of Community Development

Approved By:



Angie Avery
City Manager

City of Los Alamitos

Agenda Report Consent Calendar

April 16, 2012
Item No: 8F

To: Mayor Troy D. Edgar & Members of the City Council
From: Angie Avery, City Manager
Subject: Consideration of a Professional Services Agreement with Douglas L. Wood for the Provision of Services Related to the Administration of LATV

Summary: This report requests City Council approval of a professional services agreement with Douglas L. Wood to manage the services related to the administration of LATV

Recommendation: Authorize the City Manager to execute the Professional Services Agreement with Douglas L. Wood for the provision of services related to LATV.

Background and Discussion

Mr. Wood has provided services for the City for several years and understands the complexities of LATV. His hourly rate of compensation is \$25/hour and it is anticipated that he will work approximately fifteen hours per week on LATV issues, such as overseeing the broadcast of City Council meetings, loading the server, scheduling programs and providing the program line up to the News Enterprise on a weekly basis. The hours he works to oversee the broadcast of the Council meetings are paid from the General Fund. All other duties are paid for out of the City's PEG fund.

Fiscal Impact

The cost for Mr. Wood's services is approximately \$1,600/month.

Submitted By:



Angie Avery
City Manager

Attachment: 1. Professional Services Agreement with Douglas L. Wood

Non-Standard Agreement

PROFESSIONAL SERVICES AGREEMENT
(City of Los Alamitos/Douglas L. Wood)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Los Alamitos, a California municipal corporation ("City") and ("Consultant").

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: 1) provision of technical services related to live cable television broadcast of City Council meetings; 2) services related to scheduling and airing of programming broadcast on LA TV 3; 3) provision of general and technical production assistance to individuals seeking to air cable access programming pursuant to the City's public access guidelines; 4) services related to training for volunteers seeking to assist in provision of cable television broadcast services; 5) Assistance with the administration of the "Los Alamitos Access Television Policies and Procedures," attached as "Exhibit A."
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

3. DEFINITIONS

- 3.1 "Approved Fee Schedule": Consultant shall be compensated at the rate of \$25.00/hour.
- 3.2 "Commencement Date": May 1, 2012
- 3.3 "Expiration Date": April 30, 2013.

4. TERM

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

5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in Section 2.1 of this agreement. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.) and the policies and procedures in Exhibit A.
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. John S. Underwood shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each

invoice shall itemize the services rendered during the billing period and the amount due. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

- 6.3 Payments for any services requested by City, and not included in Section 2.1 of this agreement, shall be made to Consultant by City on a time-and materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule.

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

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

9. CONFIDENTIALITY

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

10. INDEMNIFICATION

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

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

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

to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

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

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of Thirty Thousand Dollars (\$30,000) per claimant and Thirty Thousand Dollars (\$30,000) per incident.
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium thereon at Consultant's expense.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

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

12. MUTUAL COOPERATION

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

any reasonable assistance that City may require in the defense of that claim or action.

13. RECORDS AND INSPECTIONS

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

14. PERMITS AND APPROVALS

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

NOTICES

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

If to City:

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

Telephone: (562) 431-3538
Facsimile (562) 493-1255

If to Consultant:

Douglas L. Wood
4115 Larwin Avenue
Cypress, CA 90630

Telephone: (562) 212-7318

With courtesy copy to:

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

15. SURVIVING COVENANTS

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

16. TERMINATION

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

18. GENERAL PROVISIONS

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

neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of anyone or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.

18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations here from shall be effective and binding only if made in writing and executed by City and Consultant.

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

“City”
City of Los Alamitos

“Consultant”
Douglas L. Wood

By: _____
Troy D. Edgar, Mayor

By: *Douglas L. Wood*
Douglas L. Wood

Date: _____

Date: 4/11/2012

Attest:

By: _____
Windy Quintanar, Department Secretary

Date: _____

LOS ALAMITOS ACCESS TELEVISION

POLICIES AND PROCEDURES

(Adopted: November 16, 2009)

1.0 Goals of LATV

1.1 Los Alamitos Access Television ("LATV") exists to provide public, educational, and governmental (hereafter "PEG") programming to the communities of Los Alamitos and Rossmoor, and the community served by the Los Alamitos Unified School District. LATV's mission is to broadcast programming of local interest and/or benefit which may not exist but for the support of PEG operations. Our goal is also to provide and support individuals, schools and non-profit organizations in the community with the opportunity to produce and broadcast their own quality programming to the community.

2.0 Distribution

Los Alamitos Access Television programming will be distributed primarily on Channel 3 (hereafter "cablecast") as carried by the local cable television franchisees, currently Time-Warner and Verizon Communications. It will also be distributed via internet technologies (hereafter "webcast").

3.0 Program Content

3.1 LATV will not broadcast Public Access, Educational or Governmental (PEG) programming that it has determined to violate federal or state requirements.

3.2 No Commercial or Offensive Programming. LATV shall be used only for noncommercial purposes. However, advertising, underwriting, or sponsorship recognition expressly authorized in advance by the City may be carried for the purpose of funding PEG-related activities. An agreement between the City and a consultant to air programming may include such authorization. Members of the public shall not include any advertising in their public access programming. Members of the public may, however, include reference(s) to underwriting or sponsorship in any public access programming if the reference(s) to underwriting or sponsorships appear in the opening or closing credits of a program that is at least 30 minutes in length. The opening or closing credits must occur within the first 2 or last 2 minutes of any public access program.

LATV will not be obligated to air programming which contains any of the following:

- a. Programming which constitutes or promotes any lottery or gambling enterprise in a manner which is in violation of any applicable local, state, or federal law.
- b. Programming which solicits funds in a manner prohibited by applicable law.
- c. Material which is obscene as defined by applicable law.
- d. Material which constitutes libel, slander, invasion of privacy or publicity rights, unfair competition, violation of trademark or copyright, or which might violate any local, state or federal law.
- e. Programming which advocates incitement to unlawful action (as addressed under *Brandenburg v. Ohio*, 395 U.S. 444 (1969) or other applicable federal or state law. Unlawful incitement is currently generally defined under *Brandenburg v. Ohio*, 395 U.S. 444 (1969) as follows:

Advocacy of the use of force or of law violation where such advocacy is directed to inciting or producing imminent lawless action and is likely to incite or produce such action.
- f. Material which has a reasonable probability of creating an immediate danger of damage to property or injury to persons.
- g. Advertisements or sponsorship programming, which in the determination of the station General Manager, does not have a primary purpose of supporting the station's PEG-related activities.

4.0 Non Discrimination Policy

LATV shall not discriminate against potential users of its channel space on the basis of race, color, creed, national origin, sex, sexual preference, age, religious belief, social philosophy, economic status, or physical ability.

5.0 Programming & Scheduling

5.1 City to Foster Educational Programming and Create Governmental Programming. In addition to encouraging public access programming, the City should take steps to ensure, via its own actions, that the following programming will be produced for use by LATV:

Educational Programming. The station manager shall work with the Los Alamitos Unified School District and the local colleges (CSU Long Beach, Long Beach Community College, Cypress College, Golden West College) and local schools to provide quality education access programming.

Governmental Meetings. LATV shall broadcast live coverage of all meetings of the Los Alamitos City Council. The station manager shall work with the City of Los Alamitos, the Rossmoor Community Services District, and the Los Alamitos Unified School District to provide coverage for government access programming.

Additional City Controlled Programming. LATV shall provide guaranteed time slots for additional programming produced under the direction of the City. LATV shall be solely responsible for the creation and scheduling of programming in these time slots, The duration and exact time of said time slots shall be established in agreements with the contracted operator of LATV, Such programming may include, but is not required to include, coverage of local community or sporting events, and local news. When determining which types of additional such programming to produce, the following shall be considered beneficial:

- The ability of the program to build regular viewership
- High production quality
- Programming which can raise funds for the operation of PEG-related activities
- Programs of direct interest and benefit to the serviced community

5.2 Scheduling of Programming. All guaranteed time slots shall be allocated according to the following systematic, non-discriminatory basis, to programming that meets all requirements of this policy:

- a. Live meetings of the Los Alamitos City Council.
- b. Live meetings of the Rossmoor Community Services District, and the Los Alamitos Unified School District
- c. Programs produced by the City and/or its designee(s) (which may include bulletin board messages)
- d. Programs produced by another public agency
- e. Live series programs produced by a Los Alamitos Producer¹
- f. Live single programs produced by Los Alamitos Producers

¹ A "Los Alamitos Producer" shall be an LATV certified producer who also is any of the following: (1) a resident of Los Alamitos; (2) an owner of a business located in Los Alamitos; (3) a student enrolled in a school located in Los Alamitos; and (4) a producer producing a show for and about a non-profit organization which rents or owns property in Los Alamitos.

- g. Taped series programs produced by Los Alamitos Producers
- h. Taped single programs produced by Los Alamitos Producers
- i. Rebroadcasts of City Council meetings.
- j. Rebroadcasts of meetings of the Rossmoor Community Services District and the Los Alamitos Unified School District.
- k. Live series programs produced by Non-Los Alamitos Producers using LATV facilities
- l. Live single programs produced by Non-Los Alamitos Producers using LATV facilities
- m. Taped series programs produced by Non-Los Alamitos Producers using LATV facilities
- n. Taped single programs produced by Non-Los Alamitos Producers using LATV facilities
- o. Bicycled series programs²
- p. Bicycled single programs

First run programs will be favored over repeat programs. If time slots remain available, then they shall also be allocated according in the following order of priority (from highest priority to lowest). Playback times and dates requested or suggested by program producers will be considered to the extent they are consistent with these requirements.

If a programming slot was awarded to any particular producer pursuant to priorities g through p, then the same producer shall not be provided an additional time slot unless no other submitting would otherwise qualify for a programming slot.

In order to ensure that access to LATV is available to the entire community, no group of shows produced by the same non-public agency producer (i.e. Public Access Programming) may occupy more than five hours of total available airtime per week, unless no other programming is available.

If City has determined that a producer has knowingly violated the provisions of this policy, the City shall not broadcast any programming from that producer for a period of six months.

² A "bicycled" program is a program produced by a non-LATV certified producer without the use of LATV facilities.

5.3 Los Alamitos Access Television will make every reasonable, good-faith effort to notify all access producers of the broadcast date or dates of their respective programs. However, LATV reserves the right to preempt scheduled programs to present special or time sensitive programming.

6.0 Delivery Technical Requirements

All video programs submitted for cablecast must comply with the technical requirements specified below:

6.1 Only the following formats will be accepted for playback on the community use portion of channels managed by LATV, in current order of preference:

6.1.1. Digital files (AVI, MOV, MP4, etc.) on a portable hard drive storage device. Because of the dynamic and rapidly changing advancements in digital formats, producer shall confirm the preferred format with LATV before submitting.

6.1.2. DVD (DVD-R preferred).

6.1.3 Videotape (DV, Mini-DV formats preferred, followed by S-VHS and VHS), but only if they will deliver a clear and unbroken picture to cable subscribers.

6.2 Audio must be clearly understandable and at audible levels without distortion.

6.3 The following technical information must be recorded on the submitted DVD or tape:

- a. 30 seconds of color bars and "zero level" tone as a separate chapter on the DVD, or at the head of a tape.
- b. Color bars should be followed by five (5) seconds of black.
- c. The black section should be followed by a 10 second slate with program title, exact length, name of producer, and production date.
- d. The slate should be followed by a 10 second countdown which includes two (2) seconds of black before the program begins.
- e. The program title should be shown near the beginning and at the end of the program.
- f. Program credits must appear at the end of the program.

- g. Any disclaimers required must be included at the beginning and end of the program material to be cable cast.
- h. At least 60 seconds of black must be recorded after the end of the program.

6.4 The following minimum information must be included on labels affixed to the videocassette and the videocassette box:

- a. Producer's/provider's name and phone number
- b. Program title
- c. Exact length of program
- d. Production date
- e. Episode number and program description (series programs only)

6.5 Length of Programs. Programs submitted for cable casting are encouraged to conform to the time frames of 12 minutes, 26 minutes, or 52 minutes, as applicable, to allow for end of program announcements, sponsorship recognition, etc.

6.5.1 Programs over 60 minutes in length will be allowed only for special events or for coverage of lengthy meetings, or similar events.

6.5.2 Programs shorter than 15 minutes in length may be grouped together in a video "shorts" format.

7.0 City Responsibilities

The City intends to do the following:

- a. Provide and maintain a studio facility that can be used to conduct workshops to train qualified public access producers and to create, produce and edit public access programming.
- b. Schedule day-to-day operation of the studio facility.
- c. Schedule all programming to appear on LATV.
- d. Ensure that all public access producers are made aware of and comply with all procedures and policies regarding user eligibility, producer privileges and responsibilities, program content, funding procedures, equipment and studio use, the responsibilities of a producer, appropriate commercial and non-

commercial information, required copyright information and clearances for music or appearances on camera, scheduling of qualified crew, technical delivery requirements, and required acknowledgements and disclaimers, all content submission and appeals procedures, and any and all other procedures as may be legally required for public access programming submitted to the City of Los Alamitos.

8.0 Mobile Production Truck Access

The production van is only used by station staff, and not public access producers, unless prior written approval is provided by the Los Alamitos City Manager.

9.0 Complaints Regarding Program Content

- A. Prior to airing a program, LATV shall not review a show for the purposes of reviewing the subject matter, unless it has received a tip that the programming may one of the following: (1) commercial advertising or programming (including any program the primary purpose of which is to sell a product or service, such as "infomercials"); (2) a program which contains lottery information prohibited by applicable law; (3) a program which solicits funds in a manner prohibited by applicable law; (4) unprotected obscenity (as defined in *Miller v. California*, 413 U.S. 15 (1973) or then applicable federal or state law); (5) unprotected incitement to unlawful action (as addressed under *Brandenburg v. Ohio*, 395 U.S. 444 (1969) or then applicable federal or state law); or (6) a program which contains indecent content. In no event shall a program be removed from air or moved to a time slot between 10:00 pm and 6:00 am (in the case of indecent content) unless and until the initial review has been conducted. The City Manager or his designee shall make a determination regarding such potentially inappropriate content. LATV shall make reasonable attempts to notify the producer of the show that such a review is taking place.
- B. The City of Los Alamitos, the Los Alamitos Television Corporation, LATV-3 and anyone connected with those entities shall not be responsible for any libelous or slanderous content in any program.
- C. Obscenity is currently generally defined under *Miller v. California*, 413 U.S. 15 (1973) as follows: (1) when an average person, applying contemporary community standards, would find that the show, taken as a whole, appeals to the prurient interest; and (2) when the show depicts or describes, in a patently offensive way, sexual conduct as defined by state law; and (3) when the show, taken as a whole, lacks serious literary, artistic, political or scientific value.
- D. Unlawful incitement is currently generally defined under *Brandenburg v. Ohio*, 395 U.S. 444 (1969) as follows: advocacy of the use of force or of law violation

where such advocacy is directed to inciting or producing imminent lawless action and is likely to incite or produce such action.

- E. If the designated City employee reviews the program and concludes that it constitutes programming described in (A) above ("Challenged Program"), LATV may pull the show from the air or, in the case of indecent content, move it to a time slot between 10:00 pm and 6:00 am while at the same time making reasonable attempts to notify the producer before taking such action. In all cases, within twelve (12) hours of taking such action, LATV shall provide written notice to the producer that his or her show has been removed from the air or moved to a 10:00 pm to 6:00 am time slot and the reason under (A) for such action. Such written notice shall be delivered to the most current electronic mail or postal address on file with LATV. All producers shall be responsible for maintaining current information with LATV.
- F. The producer of the Challenged Program shall have the right, but not the obligation, within forty-eight (48) hours of receiving notice that his or her program has been removed from the air or moved to a 10:00 pm to 6:00 am time slot, to submit a request to LATV for a binding hearing before a neutral third party hearing officer selected through the Office of Administrative Hearings (OAH) ("Hearing Officer")³. If the producer does not elect to utilize this administrative process, he or she shall have the right to pursue other legal remedies, as provided for by law.
- G. LATV will submit the Challenged Program at issue to the Hearing Officer promptly (within one (1) business day of the producer's request for an appeal). Within two (2) business days of submission of the Challenged Program, both the producer and LATV shall be permitted to file a written brief of no more than ten (10) pages to the Hearing Officer, unless the Hearing Officer³ determines, in his or her sole discretion, to allow more or less written argument. In addition, there shall be no hearing scheduled before the Hearing Officer, unless requested by the producer or LATV, or unless the Hearing Officer determines, in his or her sole discretion, that a hearing is needed. If a hearing is requested or determined to be necessary by the Hearing Officer, such hearing shall be scheduled within two (2) business days of submission of the Challenged Program, The Hearing Officer shall use all reasonable efforts to limit the hearing time, in the interests of prompt appeal regarding first amendment rights and in the interests of cost. The hearing shall be held in or nearby Los Alamitos, if possible, but in no event further away from Los Alamitos than the cities of Irvine or Los Angeles. The hearing shall be video or audio recorded, but need not be transcribed by a court reporter unless the producer and/or LATV request and pay for such transcription, The video or audio recording need not be certified.

³ Utilizing the OAH shall be the default process, due to its experience and cost effectiveness. If deemed necessary, however, the LATV and the producer may mutually agree to utilize another neutral hearing organization, firm or individual. If an alternative is mutually agreed upon, all remaining hearing procedures and requirements provided for here shall still apply.

- H. This administrative appeals process shall not be subject to the Administrative Procedures Act or any other formal arbitration or appeals process; rather, it shall be limited to the process provided for herein, as well as any other procedures determined to be necessary by the Hearing Officer in his or her sole and absolute discretion. Formal rules of evidence shall not apply, but the Hearing Officer may admit, in his or her sole discretion, evidence which he or she finds to be relevant, probative and supported by sufficient indicia of reliability.
- I. The Hearing Officer's sole jurisdiction shall be to determine whether the designated City employee properly concluded that the Challenged Program constitutes programming described in (A) above. Review by the Hearing Officer must be completed within three (3) business days of submission of the Challenged Program, unless the Hearing Officer determines, in his or her sole discretion, that additional time is needed. The Hearing Officer's decision shall be in writing, shall include findings of fact and conclusions of law, shall be provided to all parties at the same time, and shall be final and not subject to appeal to any person or administrative or judicial entity. All documents making up the administrative record shall be provided to and maintained by the City Clerk of the City of Los Alamitos, and shall be retained and disclosed to any person pursuant to the terms of the California Public Records Act.
- J. If the Hearing Officer determines that LATV was within its rights to remove the Challenged Program from the air or to move it to a 10:00 pm to 6:00 am time slot, LATV and the producer shall each pay fifty percent (50%) of the costs of the Hearing Officer. If the Hearing Officer determines that LATV was not within its rights to remove the Challenged Program from the air or to move it to a 10:00 pm to 6:00 am time slot, LATV shall pay one hundred (100%) of the costs of the Hearing Officer. In no event shall either LATV, the City of Los Alamitos, LATV-3, or anyone connected with those entities be responsible or liable for any other costs, fees (including, but not limited to, attorney or expert fees), or expenses incurred or claimed by the producer for the Challenged Program. Similarly, in no event shall the producer be responsible or liable for any other costs, fees (including, but not limited to, attorney or expert fees), or expenses incurred or claimed by LATV, the City of Los Alamitos, LATV-3, or anyone connected with those entities for the Challenged Program.
- K. If the Hearing Officer concludes that LATV was not within its rights to remove the Challenged Program from the air or to move it to a 10:00 pm to 6:00 am time slot, LATV will make all reasonable efforts to find a time slot(s) for the program to air to make up for the time(s) that the program did not air.
- L. If the Producer opts to use the administrative appeals process provided for herein, it shall be the sole and exclusive remedy available to LATV, the City of

Los Alamitos and the producer, and no party shall have the right to judicial review or appeal.

10.0 Further Revisions to Policy

It is requested that, within 120 days of the effective date of this policy, any Consultant or other party operating LATV provide the City Manager a list of recommended revisions to this policy. The City intends to consider all recommended revisions to the policy received within that time frame.

City of Los Alamitos

Agenda Report Consent Calendar

April 16, 2012
Item No: 8G

To: Mayor Troy D. Edgar & Members of the City Council
Via: Angie Avery, City Manager
From: Windmera Quintanar, Department Secretary
Subject: Resolution No. 2012-07, Establishing and Reducing Various Fees

Summary: This report requests City Council adoption of Resolution No. 2012-07, establishing and reducing various City Clerk fees.

Recommendation: Adopt City Council Resolution 2012-07, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ESTABLISHING CITY CLERK FEES FOR MATERIALS AND SERVICES, AND AMENDING RESOLUTION NO. 1895."

Background and Discussion

The City Clerk's Office charges various fees for materials and services. For the convenience of the public and staff, it is desirable to gather, in a single document, a comprehensive list of fees and service charges imposed by the City Clerk's Office for City services.

Fees have been charged based upon Council direction and historical past practices. Staff would like to formalize these charges into a single document approved by the City Council.

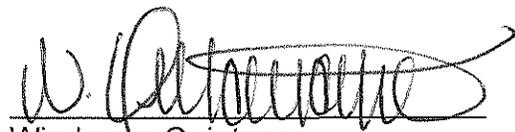
A copy fee of \$.25 was established in Resolution No. 334 and incorporated into Master Fee Resolution No. 1895. Staff estimates that the current cost of equipment, ink, paper, maintenance and other non-personnel cost is approximately \$.10 per page. Staff recommends reducing the photocopy fee to \$.10 per page to reflect current costs.

Staff is requesting the City Council adopt Resolution No. 2012-07, establishing City Clerk fees for materials and services.

Fiscal Impact

None.

Submitted By:



Windmeka Quintanar
Department Secretary

Approved By:



Angie Avery
City Manager

- Attachments:
1. Resolution No. 2012-07
 2. Exhibit A - City Clerk Fee Schedule

RESOLUTION NO. 2012-07

**A RESOLUTION OF CITY COUNCIL OF THE CITY OF
LOS ALAMITOS, CALIFORNIA, ESTABLISHING CITY
CLERK FEES FOR CITY MATERIALS AND SERVICES,
AND AMENDING RESOLUTION NO. 1985**

WHEREAS, the City Clerk's Office furnishes various documents and services upon request; and,

WHEREAS, these materials and services are provided at a certain cost; and,

WHEREAS, Resolution No. 334 established a \$.25 fee for photocopy service and that fee was incorporated into Resolution No. 1895; and,

WHEREAS, the City Council intends, by this resolution, to supercede any inconsistent or different provisions of Resolution Nos. 334 and 1895 pertaining to photocopy service; and,

WHEREAS, all other fees and service charges are formally adopted by the City Council herein; and,

WHEREAS, for the convenience of the public, it is desirable to gather in a single document, a comprehensive list of fees and service charges imposed by the City Clerk's Office for City services.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS DOES RESOLVE 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, California, hereby adopts the City Clerk Fee Schedule, attached hereto as Exhibit A.

SECTION 4. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 16th day of April, 2012.

Troy D. Edgar, Mayor

ATTEST:

Angie Avery, City Clerk

APPROVED AS TO FORM:

Sandra J. Levin, City Attorney

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

I, Angie Avery, 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 16th day of April, 2012, by the following vote, to wit:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Angie Avery, City Clerk

City of Los Alamitos City Clerk Fee Schedule Resolution No. 2012-07	
Description of Services	Fee
Photocopies (Black & White and Color)	\$.10 per page plus mailing costs for any City document (no charge for electronic documents)
DVD/CD Duplication	\$1.00 per DVD/CD (cost of media, subject to change)
City Council Agenda Annual Subscription	Available Online. Actual copy and postage costs if mailed.
City Council Agenda Packet Annual Subscription	Available Online. Actual copy and postage costs if mailed.
City Council Adopted Minutes Annual Subscription	Available Online. Actual copy and postage costs if mailed.
Document Certification	\$25.00 per certification
Municipal Code Book	Actual Cost from City's vendor (without binder)
Municipal Code Supplements (Semi-Annual)	Actual Cost from City's vendor
Candidate Filing Fee	\$25.00

City of Los Alamitos

Agenda Report Consent Calendar

April 16, 2012
Item No: 8H

To: Mayor Troy D. Edgar & Members of the City Council

From: Angie Avery, City Manager

Subject: Resolution No. 2012-08, Supporting SB 1364 Relating to Water Corporations

Summary: This report requests City Council adoption of Resolution No. 2012-08, expressing support for SB 1364 relating to water corporations.

Recommendation: Adopt City Council Resolution 2012-08, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, SUPPORTING SENATE BILL 1364 RELATING TO WATER CORPORATIONS."

Background

State Senator Bob Huff, representing California's 29th District, has introduced Senate Bill No. 1364 (SB 1364) which would amend Sections 314, 454, 587, 797, 798, 1756 and 1802 of the Public Utilities Code relating to water corporations. The bill amends current legislation in an effort to toughen regulations on water corporations in California. The action adopts a resolution expressing support for SB 1364 relating to water corporations.

Discussion

In a response to the continued increase in water rates by water corporations and continued petitions for water rate increases, Senator Bob Huff has introduced SB 1364. The bill amends legislation to toughen regulations on water utilities allowing the California Public Utilities Commission (CPUC) to audit water companies. Included in the amendments to the bill are provisions by the Public Utilities Code (PUC) to extend certain regulations to water utilities that are currently applied only to gas, electric, and telephone companies.

SB 1364 would also require water corporations to submit an annual report to the CPUC describing all significant transactions between the corporation and every subsidiary or affiliate of, or corporation hold a controlling interest. The bill includes expansion of the definition of a customer to include a local government that receives water from a water corporation for the purpose of participating in a proceeding involving the water corporation. Staff is recommending that the City Council adopt a resolution in support of SB 1364 as introduced by Senator Huff.

Fiscal Impact

None.

Submitted By:



Angie Avery
City Manager

Attachment: 1. Resolution No. 2012-08

RESOLUTION NO. 2012-08

**A RESOLUTION OF CITY COUNCIL OF THE CITY OF
LOS ALAMITOS, CALIFORNIA, SUPPORTING SENATE
BILL 1364 RELATING TO WATER CORPORATIONS**

WHEREAS, on July 21, 2011, the Golden State Water Company filed an application with the California Public Utilities Commission (CPUC) to raise water rates in 2013, 2014, and 2015 for a combined rate increase equal to 29.83%; and,

WHEREAS, private water companies are considered natural monopolies similar to gas, electric, and telephone companies, but unlike these other utilities, private water companies are not statutorily required to submit annual reports to the CPUC, nor are private water companies subject to audits; and,

WHEREAS, in response to Golden State Water Company's continued request for rate increases and to establish a level playing field for private water utilities similar to that of other utility companies, State Senator Bob Huff has introduced Senate Bill 1364 related to water corporations; and,

WHEREAS, Senate Bill 1364 amends legislation to toughen regulations on water utilities allowing the California Public Utilities Commission to audit water companies; and,

WHEREAS, Senate Bill 1364 would amend sections of the Public Utilities Code to extend certain provisions to water utilities that currently apply only to gas, electric, and telephone companies; and,

WHEREAS, Senate Bill 1364 would require water corporations to submit an annual report to the CPUC describing all significant transactions between the corporation and every subsidiary or affiliate of, or corporation holding a controlling interest; and,

WHEREAS, Senate Bill 1364 would expand the definition of a customer to include a local government that receives water from a water corporation for the purpose of participating in a proceeding involving the water corporation.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS DOES RESOLVE 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 of Los Alamitos hereby supports Senate Bill 1364, an act to amend Sections 314, 454, 587, 797, 798, 1756 and 1802 of the Public Utilities Code, relating to water corporations.

SECTION 3. The City Council of the City of Los Alamitos does hereby encourage all residents to demonstrate their support for Senate Bill 1364 by contacting members of the State Senate and request their support for this needed legislation that will put water corporations under the same rules as other public utilities.

SECTION 4. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 16th day of April, 2012.

Troy D. Edgar, Mayor

ATTEST:

Angie Avery, City Clerk

APPROVED AS TO FORM:

Sandra J. Levin, City Attorney

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

I, Angie Avery, 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 16th day of April, 2012, by the following vote, to wit:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Angie Avery, City Clerk

City of Los Alamitos

Agenda Report Ordinances

April 16, 2012
Item No: 9A

To: Mayor Troy D. Edgar & Members of the City Council

From: Angie Avery, City Manager

Subject: Consideration of an Amendment to the Los Alamitos Municipal Code Relating to Special Meetings of the City Council

Summary: This report requests City Council consideration of an amendment to the Los Alamitos Municipal Code relating to the manner in which special meetings of the City Council are called.

Recommendation:

1. Introduce by title only and waive further reading of Ordinance No. 12-03, and set for second reading; and,
2. Mayor Edgar read the title of City Council Ordinance No. 12-03, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTION 2.04.020 OF THE LOS ALAMITOS MUNICIPAL CODE RELATING TO SPECIAL MEETINGS OF THE CITY COUNCIL".

Background and Discussion

At its April 2, 2012 meeting, the City Council directed staff to return with an Ordinance amending the manner in which special meetings of the City Council are called. The attached Ordinance No. 12-03 amends the Los Alamitos Municipal Code to allow the Mayor or two members of the City Council to call a special meeting. Currently, the Municipal Code requires the Mayor or three members to call a special meeting.

Fiscal Impact

None.

Submitted By:



Angie Avery
City Manager

Attachments: 1. Ordinance No. 12-03
2. Redline Version of Ordinance No. 12-03

ORDINANCE NO. 12-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTION 2.04.020 OF THE LOS ALAMITOS MUNICIPAL CODE RELATING TO SPECIAL MEETINGS OF THE CITY COUNCIL

WHEREAS, the City of Los Alamitos finds that it is appropriate to amend the manner in which special meetings of the City Council are called.

THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 2.04.020 of the Los Alamitos Municipal Code is hereby amended as follows:

Sec. 2.04.010 Special meetings:

At the direction of the mayor or two members of the city council, the City Clerk or City Manager may call a special meeting at any time by delivering or by mailing written notice to each councilmember and to each newspaper of general circulation, radio or television station requesting notice in writing. Such notice must be delivered personally or by mail and shall be received at least twenty-four (24) hours before the time of such meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered at such meetings. Such written notice may be dispensed with as to any councilmember who at or prior to the time the meeting convenes files with the city clerk a written waiver of notice. Such waiver may be given by telegram. Such written notice may also be dispensed with as to any councilmember who is actually present at the meeting at the time it convenes. The call and notice shall be posted at least twenty-four (24) hours prior to the special meeting in a location that is freely accessible to members of the public. (For special meetings see Government Code Section 54956; for emergency meetings see Government Code Section 54956.5.) (Ord. 598 § 1 (part), 1996; Ord. 419 § 1, 1981; Ord. 293 § 2 (part), 1974)

SECTION 2. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 3. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 7th day of May, 2012.

Troy D. Edgar, Mayor

ATTEST:

Angie Avery, City Clerk

APPROVED AS TO FORM:

Sandra J. Levin, City Attorney

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

I, Angie Avery, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Ordinance No. 12-03 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 16th day of April, 2012 and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 7th day of May, 2012, by the following roll-call vote, to wit:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

Angie Avery, City Clerk

ORDINANCE NO. 12-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTION 2.04.020 OF THE LOS ALAMITOS MUNICIPAL CODE RELATING TO SPECIAL MEETINGS OF THE CITY COUNCIL

WHEREAS, the City of Los Alamitos finds that it is appropriate to amend the manner in which special meetings of the City Council are called.

THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 2.04.020 of the Los Alamitos Municipal Code is hereby amended as follows:

Sec. 2.04.010 Special meetings:

At the direction of the mayor or ~~three~~two members of the city council, the City Clerk or City Manager may call a special meeting at any time by delivering or by mailing written notice to each councilmember and to each newspaper of general circulation, radio or television station requesting notice in writing. Such notice must be delivered personally or by mail and shall be received at least twenty-four (24) hours before the time of such meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered at such meetings. Such written notice may be disposed with as to any councilmember who at or prior to the time the meeting convenes files with the city clerk a written waiver of notice. Such waiver may be given by telegram. Such written notice may also be dispensed with as to any councilmember who is actually present at the meeting at the time it convenes. The call and notice shall be posted at least twenty-four (24) hours prior to the special meeting in a location that is freely accessible to members of the public. (For special meetings see Government Code Section 54956; for emergency meetings see Government Code Section 54956.5.) (Ord. 598 § 1 (part), 1996; Ord. 419 § 1, 1981; Ord. 293 § 2 (part), 1974)

SECTION 2. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 3. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 7th day of May, 2012.

Troy D. Edgar, Mayor

ATTEST:

Angie Avery, City Clerk

APPROVED AS TO FORM:

Sandra J. Levin, City Attorney

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

I, Angie Avery, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Ordinance No. 12-03 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 16th day of April, 2012 and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 7th day of May, 2012, by the following roll-call vote, to wit:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

Angie Avery, City Clerk

City of Los Alamitos

Agenda Report Ordinances

April 16, 2012
Item No: 9B

To: Mayor Troy D. Edgar & Members of the City Council

From: Angie Avery, City Manager

Subject: First Reading of Ordinance No. 12-02 - Amendment to the Los Alamitos Municipal Code to Provide for One City Council Meeting Per Month

Summary: At its regular meeting of April 2, 2012, the City Council approved Ordinance No. 12-02, which provides for one City Council meeting per month, and proposed some changes.

Recommendation:

1. Introduce by title only and waive further reading of Ordinance No. 12-02, and set for second reading; and,
2. Mayor Edgar read the title of City Council Ordinance No. 12-02, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTION 2.04.010 OF THE LOS ALAMITOS MUNICIPAL CODE RELATING TO REGULAR MEETINGS OF THE CITY COUNCIL."

Background

At its April 2, 2012 meeting the City Council considered amending the Municipal Code to allow for one Council Meeting per month, considered Ordinance No. 12-02, and proposed certain changes.

Discussion

There were several pertinent points that the Council discussed. The following highlighted points were built into City Council Ordinance 12-02:

- Council Meetings would be held on the third Thursday of the month
- Meeting start time would commence at 6:00 p.m.
- Closed Sessions would commence at 5:00 p.m.

City Council approved this change to the Municipal Code on a six month trial basis. Staff will bring this item back to the City Council for their review at the end of the six month trial basis. City Council also confirmed that the City Council stipend would remain the same during this time.

Additionally, City Council requested an Ordinance to modify who can call a Special Meeting. That item is covered in a separate agenda item before the Council tonight.

Fiscal Impact

Transitioning to one regularly scheduled City Council meeting per month will reduce costs in operating expenses in the amount of approximately \$20,400 per year.

Submitted By:



Angie Avery
City Manager

Attachment: 1. City Council Ordinance No. 12-02

ORDINANCE NO. 12-02**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTION 2.04.010 OF THE LOS ALAMITOS MUNICIPAL CODE RELATING TO REGULAR MEETINGS OF THE CITY COUNCIL**

WHEREAS, the City of Los Alamitos finds that it is appropriate to amend the regular meeting dates of the City Council from the first and third Monday of the month to the third Monday of the month.

THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 2.04.010 of the Los Alamitos Municipal Code is hereby amended as follows:

Sec. 2.04.010 Regular meetings:

The regular meetings of the city council shall be held on the third Monday in each month to commence at the hour of six p.m. Study sessions shall be limited to public sessions of the city council, along with any other boards, commissions or public bodies if deemed necessary by the presiding officer, involving detailed discussions without final action of any kind by the city council and may be commenced at any time consistent with the notice requirements of the Ralph M Brown Act and the Notice and Call therefor. Closed session matters, if any, shall commence at the hour of five p.m. or as soon thereafter as is deemed necessary by the presiding officer. Regular meetings shall be held in the council chamber of the City Hall, 3091 Katella Avenue, or in such other place within the city limits to which the meeting may be adjourned. When the day for any regular meeting falls on a legal holiday, no meeting shall be held on the holiday, but a regular meeting shall be held at the same hour on the following business day.

SECTION 2. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 3. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the

same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 7th day of May, 2012.

Troy D. Edgar, Mayor

ATTEST:

Angie Avery, City Clerk

APPROVED AS TO FORM:

Sandra J. Levin, City Attorney

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

I, Angie Avery, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Ordinance No. 12-02 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 16th day of April, 2012 and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 7th day of May, 2012, by the following roll-call vote, to wit:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

Angie Avery, City Clerk

City of Los Alamitos

Agenda Report Discussion Items

April 16, 2012
Item No: 10A

To: Mayor Troy D. Edgar & Members of the City Council
Via: Angie Avery, City Manager
From: Steven A. Mendoza, Community Development Director
Subject: General Plan Update – Progress Report

Summary: As the future General Plan nears its midpoint a progress update to the City Council is appropriate. This update comes on the heels of a successful joint meeting of the Parks, Recreation, and Cultural Arts, Planning, and Traffic Commissions. The meeting updated the Commissioners on the progress of the overall update effort and enabled the commissioners to clarify and unify opinions, reactions, and concerns based on input and information collected through the General Plan outreach activities. City staff and the commissioners found the most valuable component of the joint meeting to be the opportunity for the commissioners—as some of the most connected, involved and engaged residents in the community—to focus on the future of Los Alamitos.

This joint meeting provided an opportunity for the three primary commissions to communicate their unique knowledge and insight into the many issues that will influence public policy established by the City Council through the General Plan update. Spokespersons from each of the Commissions will be on hand to update the City Council.

Recommendation: Receive, file, and provide input as needed.

Background

The City of Los Alamitos is undertaking a comprehensive update of its General Plan. The General Plan guides the principal long-range policies related to a multitude of aspects of community life. A successful General Plan reflects the goals and values of the community. Public input is sought at key stages of the update process to ensure that community members take an active role in shaping the City's future and influencing policy makers so that policy makers can set appropriate policies within the General Plan.

Updating the Los Alamitos General Plan has been a public process requiring significant public input to reach the broad objectives established for outreach. These objectives are:

- Inform/Educate
- Obtain Public Input/Comments/Ideas
- Generate Excitement for Opportunities
- Engage Rossmoor Residents
- Raise the Profile of the General Plan
- Elevate Civic Pride
- Build/Enhance Partnerships for Future Change

Through six months of community outreach, Los Alamitos residents, business owners, and community leaders provided hundreds of comments on issues related to the future of the community. This report is a summary of those efforts thus far and organizes these comments into main topic areas or common threads. Moving forward, this information will be summarized into a comprehensive Outreach Summary Report that will provide input, direction, and a framework for updating the City's General Plan. The General Plan update process will begin by comparing the current General Plan elements with this outreach report to identify topics out of alignment, in conflict, or not addressed.

The City's update effort includes 12 different opportunities for the public to learn about and provide input on the land use/circulation plans, policies, and analysis of the General Plan. The components are listed below, along with the current status and additional notes. Following this quick snapshot, a brief discussion of each component is provided.

Status	Outreach Component	Notes
Completed	1. Project Website	Online in September 2011, updated periodically
Completed	2. Public Fact Sheet	Distributed in September 2011
Completed	3. Stakeholder Interviews	28 interviews conducted (primarily November 2011)
Completed	4. Community Open Houses	3 open houses March 8, 17, and 20
Ongoing	5. Public Survey	Short & long versions completed; 70 responses to date
Ongoing	6. Newsletters	#1 completed (February) out of 4
Ongoing	7. Commission Meetings	10 publicly noticed meetings August 2011 to February 2012: Planning (4); Parks, Recreation, & Cultural Arts (3); Traffic (3)
Completed	8. Joint Commission Meeting	Joint meeting of Parks, Recreation, & Cultural Arts, Planning and Traffic Commissions was held on April 4, 2012.
May 2012	9. Focus Group Meeting	The focus group will draw from those interviewed as well as other individuals that were not included in or unable to attend the interview process; estimated for May 2012
Mid 2012	10. EIR Scoping Meeting	A scoping meeting to present the CEQA process and solicit comments about the scope and content of the EIR for the General Plan; estimated for mid-2012

Late 2012	11. EIR Public Review	A 45-day review period for the public to submit comments on the Draft EIR; estimated for late 2012
Early 2013	12. Public Hearings	Formal hearings to review and adopt the final General Plan document and EIR; 2 hearings with Planning Commission, 1 joint study session with the Planning Commission and City Council, and 2 hearings with the City Council; estimated for early 2013

Discussion

The General Plan Update commenced in July 2011 when the City Council awarded "The Planning Center" a contract to provide professional services in the preparation of a Comprehensive General Plan Update. The City kicked off the General Plan update in August 2011 with a meeting with the Planning Commission.

Public Outreach - What we are hearing thus far

A key component to the preparation and/or updating of a General Plan is to provide opportunities for public outreach and citizen participation in the process. Community outreach for the General Plan was extensive. A website was created for the sole purpose of providing information about the General Plan, soliciting opinions, and providing updates. Workshops and meetings have been conducted throughout the process including stakeholder interviews, outreach meetings, and meetings with the various City commissions.

Summary of Interviews - The interviews generated a great deal of insight regarding the background, current image, common issues, and future goals of those who live, work, learn, recreate, and worship in Los Alamitos and Rossmoor. The results can generally be categorized into nine categories, which are listed below.

- A. Image/Identity
- B. Downtown/Town Center
- C. Parks, Recreation, and Community Facilities
- D. Traffic Congestion
- E. Retail Opportunities
- F. Quality of the Built Environment
- G. Joint Forces Training Base (JFTB)
- H. City Boundaries
- I. Political Atmosphere

- A. Image/Identity - Interviewees were somewhat split on the topic of the City's identity as a small town. All agreed that the size of Los Alamitos (even when considered together with Rossmoor) was very small for Southern California. The interviewees pointed to a sense of intimacy that draws them to live and raise a family in the community. Examples include the size of the local government, the

close relationship of the public with public service providers, and the ability to know and interact with so many in the community.

Some felt that using the term “small town” in a vision or goal may characterize the City as unfriendly to significant development opportunities while others disagreed and pointed to the recent medical center specific plan as an example. The City contains many buildings with multiple stories and the interviewees agreed that they are not opposed to height or intensity if placed in the right place (primarily commercial or industrial areas) and if appropriate transitions and buffers are introduced and/or maintained.

The large number of successful non-profit organizations in Los Alamitos is a key part of the City’s overall image and identity. Not only do the organizations excel in services and fundraising (almost all privately raised), the City receives no complaints about the uses and users. All interviewees expressed strong support for the non-profit organizations in Los Alamitos and many saw them as a resource for economic development. The non-profits create activities for the community to do and attend—which benefits the nonprofits, yields exposure for the City and its businesses, fosters community identity, and promotes good social values.

The medical/hospital uses are another key aspect of the City’s identity and the majority of interviewees feel that the City should continue to embrace medical uses, realizing that they attract high quality, high paying jobs, often pay substantial utility taxes, create large daytime users, and attract many new people to the City. Expansion beyond the medical center’s vision is not considered a priority and instead the City should focus on connecting the medical center to the downtown area.

- B. Downtown/Town Center - Nearly all of the interviewees strongly supported the concept of the downtown plan. Many others stated that the downtown should not stop at the northern edge of Katella Avenue and that the City should integrate and rekindle previous downtown/town center-like plans for the area around the southeastern corner of the Los Alamitos Boulevard and Katella Avenue intersection. There were some interviewees that questioned whether the community really wanted or would use a more walkable downtown environment. However, over 90 percent of the interviewees stated that the lack of a downtown and features such as community gathering spaces, outdoor dining, and a more pedestrian- and bike-friendly environment hurt the both the City’s image and its economic position. Many cited the food truck event as the best community gathering event outside of holiday celebrations.
- C. Parks, Recreation, and Community Facilities - The parks and recreation facilities are very popular and dominate the community’s activities and overall image. While the overall number of parks and sports fields in Los Alamitos and Rossmoor may be calculated as adequate, there are a number of neighborhoods

that do not have easy access to parks and recreation facilities. Additionally, the City does not control some key facilities that are located on the military base or school district properties. There is unanimous support to identify opportunities for more parks—both overall and for underserved neighborhoods—perhaps through a joint effort with the City, Joint Forces Training Base, and school district. Those who live in Rossmoor indicated that they were adequately served by park and recreation facilities.

There is strong community support to preserve St. Isidore's, one of the City's oldest buildings and is the oldest public building. In addition to continuing its current role as a base and resource for nonprofit activities, there are ideas of formalizing its role as a community center or even a 21st century digital library.

- D. Traffic Congestion - The school drop-off and pickup periods dominate any discussion of traffic congestion. The location of the high school at the northern edge of the school district, the absence of multiple access points, the large number of students that drive or are dropped off by car, the conflict between pedestrians and vehicles turning right at the Cerritos/Los Alamitos Boulevard intersection, and the inter-district transfer rate are the main reasons for traffic congestion at and around the high school. Many wondered if the City and school district could coordinate financially and address the congestion issues created by the schools. Ideas included creating additional drop-off areas, reducing the cost of busing, adding a second access to the student parking lot, and the introduction of a pedestrian bridge.
- E. Retail Opportunities - The interviewees expressed a desire to attract greater retail investment—particularly national chain businesses. All understood that the vast majority of national chain retailers were already located in the surrounding communities and that the nearby City of Cypress has a large amount of vacant land already entitled for retail uses within a redevelopment project area.

The Arrowhead Products property was raised as a possible site, but the obstacles to its development and desire of the property/business owner to remain onsite generally eliminate it as a possible retail site. The vacant parcel along Los Alamitos Boulevard is currently being considered for retail use and is expected to be developed in the near future. The land fronting Katella Avenue just east of the 605 freeway is seen as the largest viable site in the City for future retail. The land currently hosts City hall, other public uses, and the SuperMedia business. SuperMedia has expressed a possible desire to sell its property.

A number of participants indicated the City needed to focus on generating an old-time Main St. feel to compete and complement the City's small town image. There was a sense that the time was passed for competing with Seal Beach and Cypress on big box. The City should strive to be different from the Shops at Rossmoor, Target Center, and Costco shopping areas.

- F. Quality of the Built Environment - The image of Los Alamitos and Rossmoor is generally considered very positive and attractive to residents and businesses. While Rossmoor benefits from consistent reinvestment (by individual homeowners and the collective community), many feel that Los Alamitos has not spurred much reinvestment over the last 20 to 30 years.

In particular, the architecture/design quality of the City's businesses is considered dated and inconsistent. There is a unanimous desire to eliminate the emphasis on the "Early Californian" or "Mediterranean" styles of architecture as directed in the City's 1983 Architectural Review Guidelines. This is due to the fact it has not been consistently nor appropriately applied and because it does not reflect much of the true history of the City. Although there was no single architectural style that was supported, the interviewees did indicate that stark modern styles of architecture would not be supported.

There is a desire to maintain the business-friendly atmosphere and avoid complex or unnecessary regulations, particularly when it concerns private property rights. However, there is also a competing desire to require higher quality development and more community oversight into the design of non-residential buildings and properties. One thought is to adopt more detailed and higher quality design standards while also providing a revolving loan (not grant) program for façade improvements. Some comments indicated that the City should prioritize attracting the highest quality businesses over an emphasis on minimizing red tape or development standards, with a recognition that not all businesses may be able to afford to operate in the City.

Interviewees expressed both positive comments and some concerns about Apartment Row. Most recognized that while there are many apartments throughout Orange County that are in poor condition, the majority of the Apartment Row is maintained fairly well. There are some concerns reinvestment and maintenance activities may not be consistent in the future years and the City should strategize how to prevent the area from diminishing in value. The idea of a Multifamily Housing District was raised as a vehicle to accumulate greater funds for and create greater certainty of long term maintenance.

- G. Joint Forces Training Base (JFTB) - The current activities of the base generally do not bother the surrounding civilian areas, with the exception of some aircraft noise and dust on the areas immediately next to the base and flight path. The interviewees understood that the civilian reuse of the JFTB was not to be considered in the General Plan update and that a separate study was going to be conducted solely to understand the potential circulatory and infrastructure implications of base reuse.

There was agreement that the City should look at the opportunity to coordinate with the base on the potential use of the long-abandoned multifamily units that are between Little Cottonwood Park and the baseball fields. An expansion of the

existing park and recreation facilities was seen as most desirable. One idea that was supported by a previous General was a rehabilitation facility that would help disabled veterans. The possibility of a joint-use facility that could also be used by the general public and school district was a popular concept.

- H. City Boundaries - The schools, recreation facilities, and businesses are used by everyone and boundary lines are only drawn between Los Alamitos and Rossmoor when the issues of annexation or specific public services are discussed. While there are multiple opinions on whether the City should annex the southwest corner of Los Alamitos Boulevard and Katella Avenue, all agree that annexation should only occur if the property owners vote in support.
- I. Political Atmosphere - A number of interviewees that do not hold any elected or appointed positions expressed dissatisfaction with the current negative political atmosphere. Some feel the negative atmosphere has impacted the City's reputation among other jurisdictions and among the business and investment communities. There is a general sense that there is fault on both sides and there should be a greater emphasis on working together to address the City's future.

Summary of Feedback from Open Houses - The City held three open houses to present information and obtain input about how our community is today and how it could be in the future. The open houses provided the public with a variety of opportunities to give input on their vision for the future of Los Alamitos and Rossmoor, including their preferences for certain development types, street and transportation improvements, recreational opportunities, and public facilities. The dates, days of the week, and event locations were chosen to maximize the opportunity for the public to attend at least one of the open houses—with a special focus on ensuring that members of Los Alamitos and Rossmoor could attend a meeting nearby their house or business.

- Thursday, March 8, 2012 - 5 p.m. to 8 p.m. at St. Isidore Historical Plaza
- Saturday, March 17, 2012 - 9 a.m. to 4 p.m. at Los Alamitos Community Center
- Tuesday, March 20, 2012 - 5 p.m. to 8 p.m. at Los Alamitos Community Center

Through the overall comments and feedback received, it was clear that the community feels strongly about improving safety for pedestrians, children, and bicyclists; resolving current traffic congestion hotspots, enhancing and building upon current community facilities; elevating the image and aesthetics of the commercial areas and streetscapes; and building the downtown plan. The public envisions Los Alamitos becoming a community with pride in the past, present, and future of the City and its citizens. The following list highlights some of the input received by topic.

- A. Traffic Congestion/Improvement
- Traffic calming along Reagan and Farquhar (with discussions on whether to close the alleyways)
 - Fix access and congestion issues at Farquhar and Los Alamitos Boulevard

- Improvements to the intersection of Wallingsford Road and Katella Avenue (especially left turns)
- Adding an interchange at the 605 freeway and Spring Street

B. Streets

- Bring Florista into the downtown plan; make it the connection for the Medical Center to the downtown area with diagonal parking, walkable streetscape
- Lexington Drive south of Katella Avenue does not need to be as wide as it is
- The southbound lanes on Lexington Drive at Katella Avenue should be able to drive straight across Katella Avenue to access to the Joint Forces Training Base (alleviate traffic coming from Cypress to the base and remove it from Katella Avenue)
- No u-turn at Ticonderoga left turn pocket or add a signal; the u-turn only helps people leaving the Cypress shops and makes it more dangerous for Los Alamitos residents in Carrier Row and New Dutch Haven neighborhoods

C. Pedestrian and Bicycle Connectivity

- Strong support for pedestrian bridges at school locations
- Sidewalk improvements are needed at various places throughout the City (repair cracks and ADA access)
- Make streetscapes more green and inviting for pedestrians to use

D. Bicycle System

- Strong support for more bike paths, particularly more explicit and safe routes to schools
- Use alleyways as bike paths
- Rails to trails use for the ROW between Bloomfield Street and Lexington Drive

E. Streetscape

- Plant more street trees, especially along Katella
- The school district should beautify the sidewalk area along Los Alamitos Boulevard by the high school; chain link fencing is not the desired gateway treatment
- Reduce the number of signs on Farquhar
- Fix the street lights along Siboney Street and Walker Street

F. Land Use and Economic Development

- Build the downtown plan; a downtown is a way to compete for sales tax benefits
- The downtown concept is great, but keep it in line with the small town atmosphere; old town culture with pedestrian-scaled shopping and eating
- Avoid strip mall and generic shopping center approach that only includes national chains
- The majority of people enjoyed having the food trucks in the community

- Encourage mixed use at key locations with retail on ground floor and residential/office above
- Old Town East neighborhood should allow mixed-use, particularly along Florista
- Apply overlay on northwest corner of Lexington Drive and Katella Avenue—primarily to dissuade further retail development along Katella Avenue in Cypress
- People miss having a local fitness center and movie theater
- There is a desire not to intensify the southwest corner of Los Alamitos and Rossmoor

G. Open Space and Recreation

- Add abandoned military housing site to Cottonwood Park
- Purchase/use vacant lots as tot lots
- Build a sports stadium/center for all of the high-level sports in the City
- Enable online registration for recreational programs

H. Community Facilities

- Ensure schools remain top notch—they are critical to the quality of the community
- Preserve historical buildings and maintain museum
- Purchase St. Isidore so that the entire facility can be used for community use
- Add a place or places for community gardens
- The dog park on the JFTB property is very popular
- Conduct more community events (e.g., movie in the park, carnivals, etc.)
- Celebrate students who excel at sports, entertainment, science, etc.
- Utilize local television better; take advantage of resource
- The City's website is a primary source for communication and should be updated regularly, including crime statistics and registration for recreational programs

I. Image and Aesthetics

- Replace the unflattering name for "Apartment Row" with a more positive identifying name
- Code enforcement, especially in commercial areas, should play a vital role in improving and maintaining the community's aesthetic quality
- Clean up and/or develop community eyesores like the former gas station by the high school

J. Political Leadership

- The future of the community is only as positive as its leaders and therefore the local decision-makers should work harder to collaborate with one another

Summary of Public Survey - A public survey was distributed at various public venues and events since the beginning of the project, although public awareness peaked during the open house activities. Two versions of the surveys were created: a short five-question survey and a longer 20-question survey. The intent was not to create a statistically-valid survey or conduct an expensive phone survey, but to offer the public another option for expressing their thoughts, ideas, and questions.

To date, 74 surveys have been submitted. One of the questions that was included on both the short and long survey asked the public to rank the top 3 goals (out of 6) for the future of the community. The results provide a good snapshot of the sentiment relayed throughout all of the survey responses. The results discussed below are based on the combined results of the short and long surveys.

Listed based on strength of ranking:

1. Create a stronger sense of place and revenue base by improving the downtown area
2. Preserve and improve the physical condition of the community
3. Maximize existing and potential land use opportunities to seek greater fiscal sustainability
4. Attract and retain quality jobs in a variety of industries
5. Enhance and expand public services and amenities, such as public safety and parks
6. Strengthen coordination and partnerships with local agencies and neighboring jurisdictions

Listed based on the number of times a goal is listed as a priority, regardless of its ranking value:

1. Preserve and improve the physical condition of the community
2. Create a stronger sense of place and revenue base by improving the downtown area
3. Enhance and expand public services and amenities, such as public safety and parks
4. Maximize existing and potential land use opportunities to seek greater fiscal sustainability
5. Strengthen coordination and partnerships with local agencies and neighboring jurisdictions
6. Attract and retain quality jobs in a variety of industries

Summary of Joint Commission Meeting – On April 4, 2012 the City hosted a joint commission meeting with three of its commissions: Parks, Recreation, and Cultural Arts; Planning; and Traffic. This joint meeting updated the commissioners of the progress of the update effort and enabled staff to properly incorporate shared visions into a collective report to the City Council. This joint meeting provided an unprecedented opportunity for the three primary commissions to communicate their unique knowledge and insight into the many issues that will influence public policy established by the City

Council through the General Plan update. The Commissioners found the most valuable component of the joint meeting to be the opportunity to focus on the future of Los Alamitos with some of the most connected, involved and engaged residents in the community.

Eighteen of the 21 Commissioners were in attendance for the three-hour meeting and workshop. After a quick 20-minute recap on the General Plan progress completed to date, a 45-minute breakout session was held wherein the Commissioners participated in a self-guided open house. Commissioners interacted with fellow Commissioners, members of other commissions, and members of the public. The Commissioners rejoined their respective Commissions and began conducting small group exercises to discuss and draft a list of suggested directions for the General Plan, led by the respective Chair. Once completed, each Commission presented their top ideas and priorities to improve the future of Los Alamitos.

As spokesperson for the **Planning Commission**, Vice Chair Grose shared the following:

1. Vision. Create a defined look for the City.
2. Maintain and enhance relationship with the school district.
3. Define entrances to cities. i.e. bridges – gateways.
4. Enforce city codes.
5. Define an area with walk/bike path, downtown look/destination.
6. Provide centralized parking.
7. Utilize prime property (move City Hall).
8. Review overlay of Katella (consider relocation museum to St. Isidore).
9. Design sports area/shopping area.
10. Business incentives.

As spokesperson for the **Parks, Recreation, and Cultural Arts Commission**, Chair Manning shared the following:

1. Maintain level of relationship and cooperation with school district.
2. Maintain current level of security and services.
3. Good aesthesis for the City. Downtown/Community gathering area, appealing street furniture such as trashcans and bus shelters. Create a theme with architectural standards.
4. Take advantage of open space.
5. Balance between parks and retail business.
6. Alternative transportation (walk paths, bike lanes, public transport).
7. Better code enforcement (i.e. noise).

As spokespersons for the **Traffic Commission**, Chair Wray shared the following:

1. Move City Hall off its desirable piece of land (e.g. move it to the post office site if available). Don't like JFTB idea, federal land. Desirable retail destination at City Hall location and SuperMedia site.
2. Turn Los Alamitos Boulevard corridor plan into reality. Walkable destination.

3. Achieve cross over for kids to walk from Rossmoor to Oak (safety and traffic).
4. Pursue the 4th corner with vigor. Land owners have to decide to become part of the City. Work with them to get them to come over, keep in mind traffic.

Common Threads Realized Through Outreach - By combining various commonalities of the outreach results, staff has developed a list of “common threads.” Common threads were identified by analyzing and tabulating the results of stakeholder interviews, outreach events, survey results, and the Joint Commission Meeting. Three off the categories mentioned below share a common theme related to the physical appearance, aesthetics, and image of the City. The most common topic discussed was Land Use, Downtown, and Economic Development, which also covers issues related to our public amenities, the look of Los Alamitos, and creating a sense of arrival into Los Alamitos.

As such commonalities emerge from outreach; those themes provide the basis to establish future policies within the General Plan. The participation of the public, including citizens, businesspersons and Commissioners, has provided much needed input necessary to influence the City Council’s future policy making. By incorporating the outreach results during this early stage of the General Plan, the City Council will have valuable information to set the direction for Los Alamitos for the next two decades.

Common Threads

- Land Use, Downtown, Economic Development
- Open Space and Facilities
- Image, Vision, Aesthetics
- Circulation/Bikes/Connectivity
- Physical Condition
- Relationship with LAUSD
- Traffic
- Politics
- Move City Hall
- Annexation/Boundaries
- JFTB
- Streets
- Parking

Prudent Use of Utility User Tax funds - Another topic that was discussed at the Joint Commission Meeting was the prudent use of the \$358,000 Utility User Tax funds that the Council voted to be utilized as a “give back” to the citizens of the City for added community programs and/or beautification of the City. Identification of the items to be included in the survey to the community will be discussed at the next Joint Commission meeting. The 18 engaged Commissioners are the perfect group to design the survey as they represent a cross section of the community.

Next Steps - During the short term future it will be important to hold a second Joint Commission meeting allowing the Commissioners to expand upon their suggested topics. This will provide an opportunity to tighten up comments related to physical appearance of the City and allow a greater discussion about open space and facilities. There are many topics related to facilities such as night use, lighting, shared use, and unprogrammed park space that need further consideration. This will bring more specificity to these broader categories while developing an approach to those key policy issues that will be beneficial to the City Council.

Once that second joint meeting is held and the comments are expanded upon, staff will schedule the focus group meeting. The focus group meeting will provide an opportunity to engage those most interested simultaneously with those members of the public that are yet to be represented in the outreach. Thus far, the outreach component has fulfilled the objective to keep the public informed, interested and participating throughout the entire length of the public input phase

Summary - At this juncture in the General Plan Update process, hundreds have participated in outreach activities and comments have been documented. These comments represent a broad range of ideas, concerns, and interests. Many participants did not have difficulty describing what they loved about the City: great education, beautiful neighborhoods, generous residents and businesses, and the notion that, despite the fact that the City is in very developed region, Los Alamitos retains a small-town feel with connectivity among its residents.

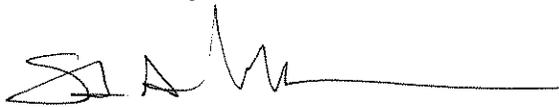
While other communities continue to grapple with large foreclosure rates, vacant housing units, higher crime or the loss of redevelopment, Los Alamitos is in the enviable position to build upon our existing strong foundation. That foundation of great schools, a safe community, and an engaged population suggests a positive trajectory.

As the General Plan Update continues, it is important to capitalize on the positive status of Los Alamitos as a wonderful place to live, work, play, learn, and worship.

Fiscal Impact

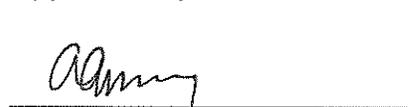
There is no fiscal impact associated with this update.

Submitted By:



Steven A. Mendoza
Community Development Director

Approved By:



Angie Avery
City Manager

Attachment: 1. Notable Quotes and Pictures

Notable Quotes

IMAGE AND IDENTITY

We want to remain a small town, but we do not want small ideas. - residents, 2011

Los Alamitos is still a community where you know your neighbors, those in public service...there is a sense of intimacy that is lost in larger cities. - residents / businesses, 2011

When people travel along Katella or exit/enter the 605, there is no sense of being in Los Alamitos. We need a stronger visual identity. - resident, 2011

Our identity is intertwined with public service. We have one of the highest ratios of non-profits per capita in California. And unlike many places, you don't hear complaints about their facilities or tenants/customers. - residents / non-profits, 2011 & 2012

Unlike many cities in the state that lost highly-skilled, high-wage jobs, we still have them and should keep them. - resident, 2011

The non-profits create activities for the community to do and attend—which benefits for the non-profits, yields exposure for the city and its businesses, fosters community identity, and promotes good social values. - non-profits, 2011

DOWNTOWN / TOWN CENTER

We can't continue with the idea of competing with Cypress, Seal Beach, and Long Beach on big box retail. Our best option is to create an attractive and pedestrian-friendly town center that serves our community and strengthens our fiscal base. - businesses / non-profits, 2011 & 2012

We need to be more than just a great school district for families. We need to give them a place to go to outside of school. - residents / businesses, 2011

The stores don't benefit from cars speeding by at 50 mph. Slower is better not only for safety, but for our businesses. - chamber of commerce / businesses, 2010 & 2011

Besides the community center, the three best places for our community to gather today are: 1. Food truck event & beer garden [bank parking lot and St. Isidore Historical Plaza] 2. Race on the Base [military base] 3. Laurel Park. These are great, but it's time we had a real downtown. - residents, 2011 & 2012

PARKS, RECREATION, AND COMMUNITY FACILITIES

We have many parks and rec facilities—whether they are within walking distance of homes is another matter. Mini-parks are nice and we have lots of fields, but we need large unplanned open space areas. - resident, 2011

St. Isidore should be used as a community center and/or a 21st century library. Our current library is in Seal Beach! - residents, 2011

We need more lighted facilities that can be used at night. There is new lighting technology can prevent the light and glare impacts on surrounding homes. - residents, 2011 & 2012

Rossmoor is well served by its parks and school facilities. - residents, 2011

RETAIL OPPORTUNITIES

We are a bit conflicted—on the one hand we want our small town feel and local businesses, while on the other hand we want a much larger retail sales tax base and national chains. - residents / businesses, 2011

City hall needs to move off of Katella. - residents / businesses / City staff, 2011

There are a few key sites in the city that offer future retail, entertainment, and dining opportunities. We need to plan for the future so we don't lose more opportunities like we did in the past. - resident, 2011

Our retail niche is in a Main Street feel, not big box. With internet sales accelerating, we should focus on creating a great place to shop and dine, not large warehouse shopping. - resident, 2011

TRAFFIC CONGESTION

Could the city and school district coordinate financially on improving the Los Al and Cerritos intersection? - resident, 2012

Some of the school congestion can be attributed to people performing illegal turns. If we all waited our turn, it would go much smoother. - resident, 2011

Traffic in and around Farquhar Avenue needs some special attention. Between the cut-through traffic, the difficulty in turning left onto Los Al Blvd, and the amount of signage, it can be hard to deal with. - residents, 2012

School related traffic obviously dominates the congestion issues in our area. For some it is a huge issue while for others (even those with kids), it's not really that big of a deal. - residents, 2011

QUALITY OF OUR BUILDINGS

We need to spur additional reinvestment in Los Alamitos and Rossmoor—particularly in the businesses. There are some great examples, like Preveza (former Burger King), but there are many businesses that could use some improvements. - residents / businesses, 2011 & 2012

I like the idea of better quality development, but we also need to maintain a business-friendly atmosphere. - residents, 2011

Most small towns have a consistent and historical image or architecture. We have neither. - resident, 2011 & 2012

Our apartments and multifamily housing stock is great—due in large part to the school district. The City should identify strategies to coordinate and ensure continued maintenance so they don't go downhill. - resident, 2011

JOINT FORCES TRAINING BASE

I understand that the base will not be analyzed as part of the overall land use plan. But the City will look at what might happen in the future in the event of a base closure—looking at implications for circulation and infrastructure. - residents, 2011

The base is a positive for the community. Besides some occasional aircraft noise and dust, we feel few impacts from its operations. - residents (adjacent to the base), 2011

Everybody tries to solve the city's problems by looking at the base. The base may or may not close anytime soon and we need to figure out how to address our issues without it. - resident, 2011

Would it be possible to replace the abandoned base housing with an expansion of Little Cottonwood Park? Perhaps the City, base, the school district, and even the medical center could coordinate to create a multi-functional recreation space—one that serves disabled veterans, the general public, and school children? - residents, 2011

CITY BOUNDARIES AND ANNEXATION

The schools, recreation facilities, and businesses are used by everyone. Boundary lines are only drawn between Los Alamitos and Rossmore when the issues of annexation or specific public services are discussed. - residents, 2011 & 2012

No annexation unless residents and/or property owners approve. - residents, 2011 & 2012

If the property owners of the fourth corner [southwest corner of Los Al & Katella] want to replan their land, I think it's great.

We have some wonderful businesses in that area, but it has been aging for a long time. As we look at the entire area, this corner is one of the best opportunity areas in either the city or Rossmore. - resident \ property owner, 2011

COMMENTS FROM JOINT COMMISSION MEETING APRIL 4, 2012

I've been here 20 years, and it's in worse shape. We've made no strides to help our image or our vision. We need to help the city move forward. We have this bedroom community feeling of the city. Our image needs to be more -- and get more business in here. The idea of having blvd. If it works or not, let's take it to the next level. -Commissioner, 2012

We have a few common things among all of us. Those are the things that need to be consolidated in a message to council. This is your community, you chose. -Commissioner, 2012

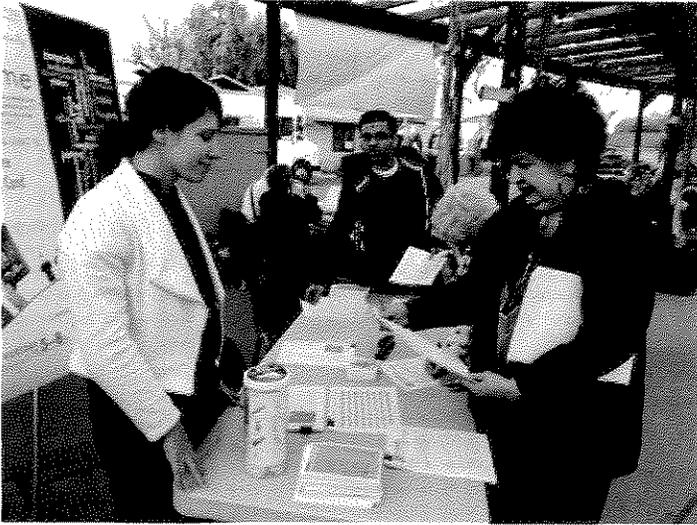
We're all on the same page for the most part. It's exciting for me, having a more defined direction, a very clear message to council about where we need to head. -Commissioner, 2012

Revitalize St. Isidore. Make the City more acceptable with a downtown area -- start a little in that area. Make the City parking lot nicer and safer -- put in benches for better aesthetics. - Commissioner, 2012

Beautification. A respondent from our focus group suggested we have more trees, especially in areas that aren't attractive now. In 20 to 25 years it could be a pastoral community. - Commissioner, 2012

Use the \$350,000 surplus as seed money for any one of these projects. I love that idea. Leave a legacy of seed money to kick off what we feel is important. -Commissioner, 2012

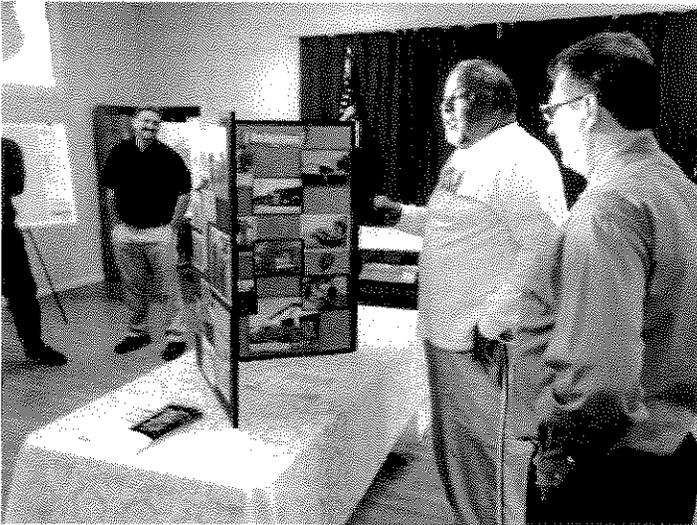
Photographs from the Open Houses



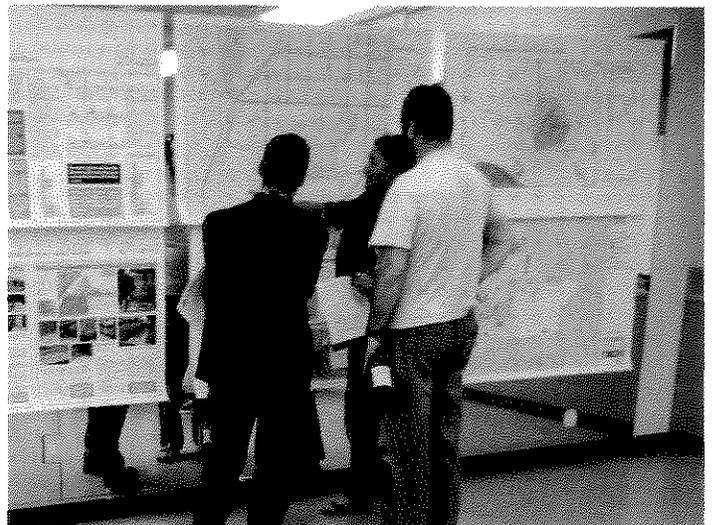
Welcome Station



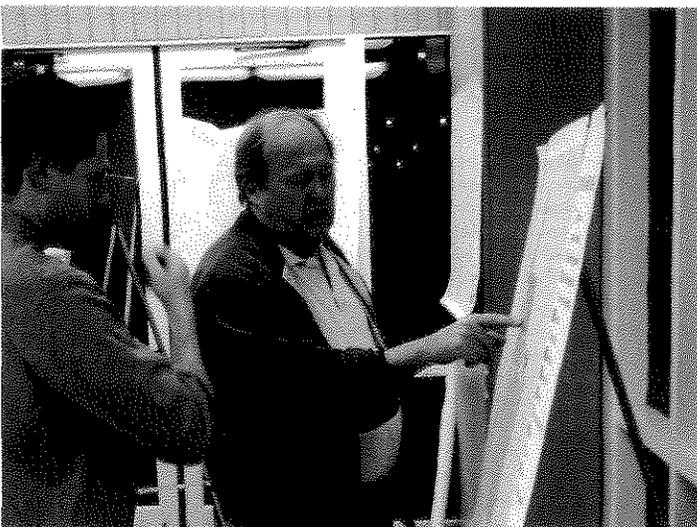
Event Banner



Community history



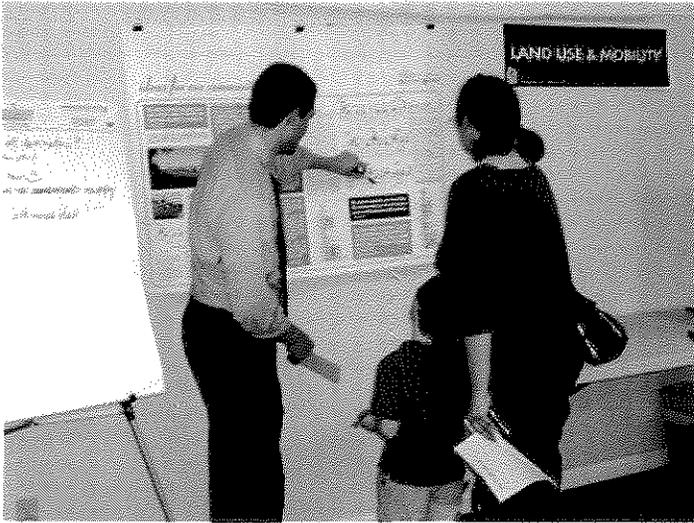
Land use and Mobility Station



Community history



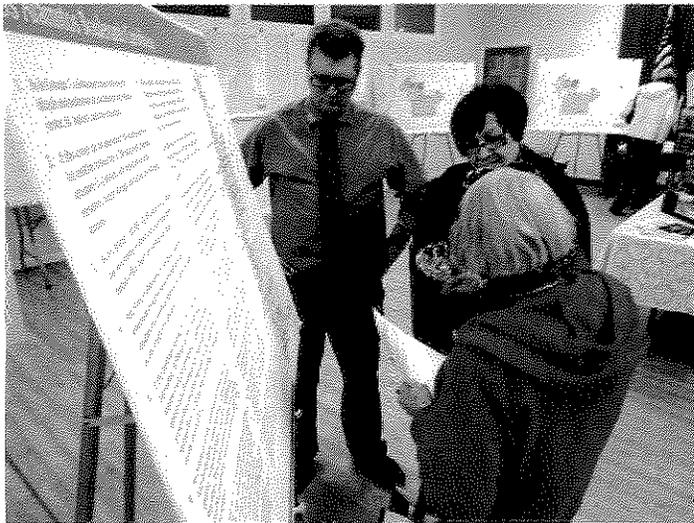
City identity (note sticker on shirt)



Concepts for the downtown



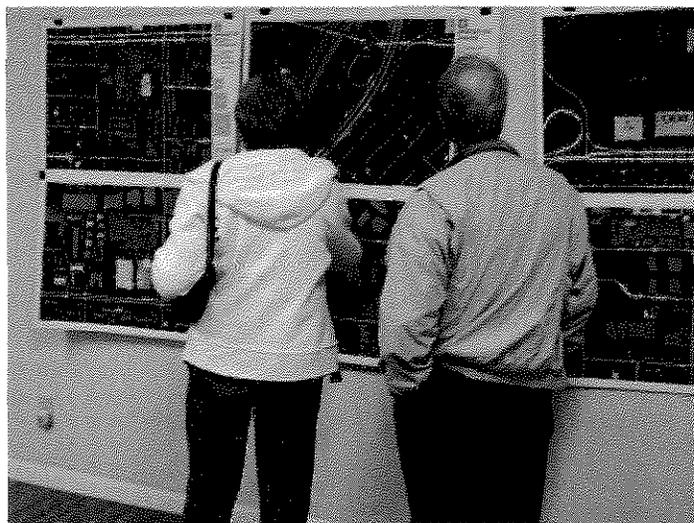
Concepts for the downtown



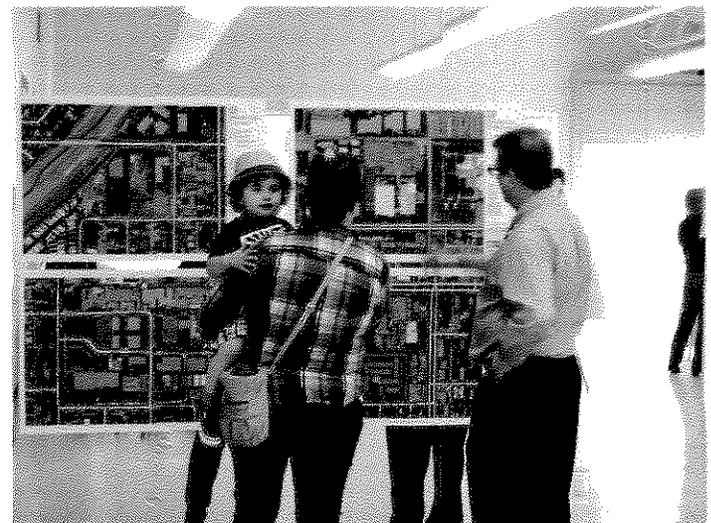
Concepts for the downtown



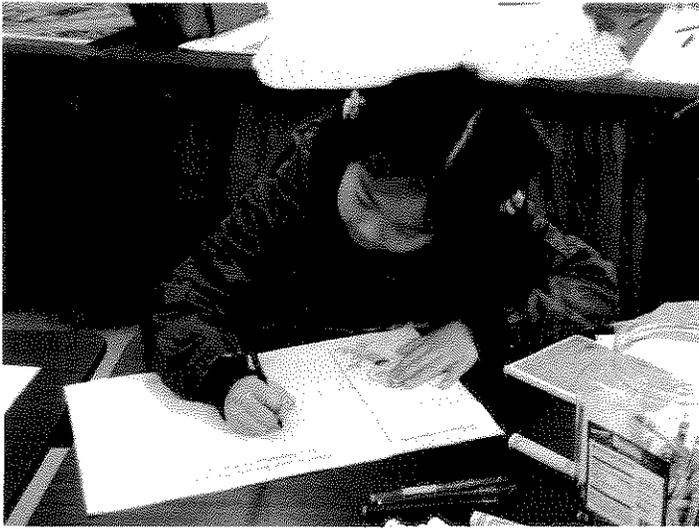
Land use & Mobility Station



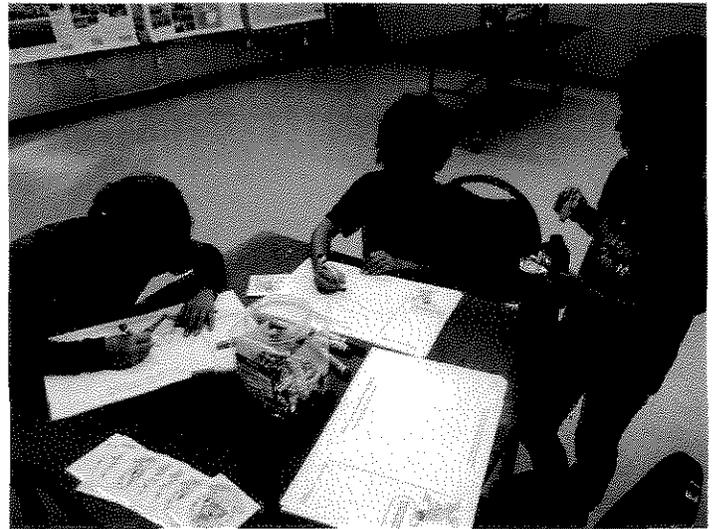
Opportunity Sites



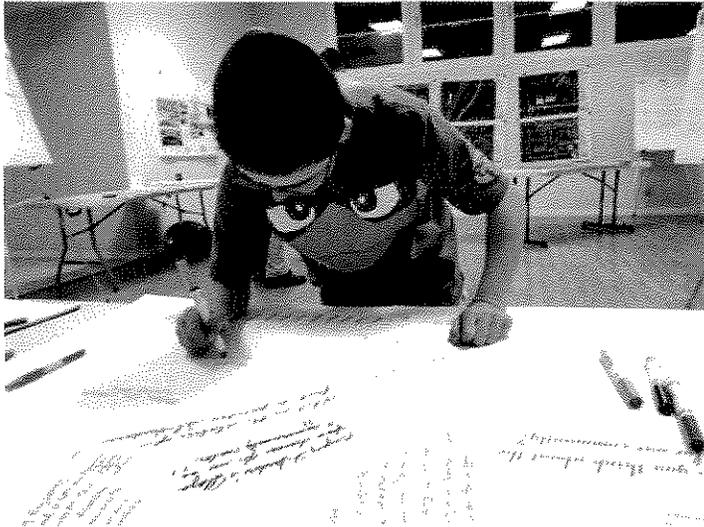
Opportunity Sites



Kids Station



Kids Station



Vision 2035 Station



Vision 2035 Station

Photographs from Joint Commission Meeting



Planning Commission



Traffic Commission



Parks, Recreation, and Cultural Arts Commission



Break-out Session



Discussion Continues