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.cityoflosalamitos.org once the agenda has been publicly posted.

Each matter on the agenda, no matter how described, shall be deemed to include any appropriate motion, whether to adopt a minute motion, resolution, payment of any bill, approval of any matter or action, or any other action. Items listed as “for information” or “for discussion” may also be the subject of an “action” taken by the City Council at the same meeting.

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 Kusumoto
   Council Member Murphy
   Council Member Wilson
   Mayor Pro Tem Edgar
   Mayor Hasselbrink

3. PLEDGE OF ALLEGIANCE
   Council Member Wilson will lead the Pledge of Allegiance.

4. INVOCATION
   Mayor Hasselbrink will give the Invocation.
5. PRESENTATION

A. Presentation of Certificates of Recognition to the Los Alamitos Youth Volunteer Program (LAVP) Participants

B. Presentation of a Plaque to Corey Lakin, Recreation and Community Services Director, for 10 Years of Dedicated Service

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. 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.

8. ITEMS FROM THE CITY MANAGER

9. WARRANTS
Approve the Warrants for October 16, 2017, in the amount of $20,526.61 ratify the Warrants for September 19, 2017 to October 15, 2017, in the amount of $1,509,196.86, and authorize the City Manager to approve such expenditures as are legally due and within an unexhausted balance of an appropriation against which the same may be charged for the time period of October 17, 2017 to November 19, 2017.

ROLL CALL
Council Member Kusumoto
Council Member Murphy
Council Member Wilson
Mayor Pro Tem Edgar
Mayor Hasselbrink

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

A. Approval of Minutes (City Clerk)
Approve the Regular and Special City Council Minutes of September 18, 2017.

B. Adopt Ordinance No. 2017-06 – Relating to Prosecution of Municipal Code Violations by the City Attorney (City Manager)
The Municipal Code as currently written, prohibits the City Attorney from prosecuting criminal violations. The City Council desires to remove that prohibition so that the same law firm that serves as the City’s contract City Prosecutor can also serve as the contract City Attorney.

C. **Race on the Base Management Contract** (Recreation)

This agenda item is a contract for management of Race on the Base.

Recommendation: Authorize the City Manager to execute a one-year contract with two optional one-year extensions with RUN Racing, LLC. for professional race management services for the Race on the Base.

D. **Consulting Services Agreement – On Call Solid Waste Related Consulting Services** (Development Services)

This formalizes the services of Mike Balliet to provide on call consulting for Solid Waste Related services.

Recommendations: Authorize the Mayor to execute and enter into the Consulting Services Agreement with MBC (Mike Balliet Consulting).

E. **Extension of Professional Services Agreement with Lance, Soll & Lunghard, for Professional Independent Financial Auditing Services** (Administrative Services)

This agenda item seeks approval for a two-year extension of the agreement with Lance, Soll & Lunghard, LLP, to provide professional independent financial auditing services for the City of Los Alamitos.

Recommendation: Authorize the Mayor to execute Amendment 1 to the Professional Services Agreement between the City of Los Alamitos and Lance, Soll & Lunghard, LLP, for professional independent financial auditing services for fiscal years 2017-18 and 2018-19, in an amount not to exceed $57,746.

F. **California WaterFix and California EcoRestore** (City Manager)

Los Alamitos recognizes the importance of the California WaterFix and EcoRestore project and would like to formally support the project.


G. **Extra Request for Main Tree and Electrical Conduit in Los Alamitos Boulevard Median Improvement Project (CIP No. 16/17-08)** (Engineering)

This report recommends actions to add the main tree and electrical conduit to the construction of the Los Alamitos Boulevard Median Improvement Project (CIP No. 16/17-08).
Recommendation: Authorize the City Manager to purchase tree from Element Wholesale in Costa Mesa, CA and add the electrical conduit required by Edison using a portion of the available construction contingency budget for the project.

H. Approval of Plans and Specifications, and Authorization to Bid for Community Center Roof Repair Project (CIP No. 17/18-02) (Engineering)

This report recommends actions to begin facilitating the construction of portions of the Community Center Roof Repair Project.

Recommendations:

1. Approve the plans and specifications for the construction of the Community Center Roof Repair Project (CIP No. 17/18-02); and,

2. Authorize Staff to advertise and solicit bid proposals.

I. Award of Bid for Community Development Block Grant (CDBG) American with Disabilities Act (ADA) Ramp in New Dutch Haven and Sidewalk Project (CIP No. 17-1801) (Engineering)

This report recommends awarding a bid for the ADA Ramps in New Dutch Haven and Sidewalks throughout the City.

Recommendations:

1. Award Bid and Authorize the Mayor to execute the contract for ADA Ramps in New Dutch Haven and Sidewalks throughout the City to Golden State Constructors, Inc., in the amount of $65,255.00; and,

2. Authorize to add additional $43,840.00 of sidewalk work to the bid price and execute change orders, in an amount not to exceed the contingency reserve of $10,905.00 and $30,000 for design, construction management for a maximum contract amount of $150,000.00.

J. Acceptance of Street Dedication at 3342 Cerritos Ave for Street Purposes (Engineering)

A street dedication has been offered to the City by the property owner of 3342 Cerritos Avenue. The owners want to provide clarity to the title as it creates confusion with the lenders for this property. The City currently has a Street Easement over Cerritos Avenue and Sausalito Street for these areas and is responsible for both these areas of the streets.


City Council Regular Agenda
October 16, 2017
Page 4 of 8
K. Ratify Committee Members for Zoning Code Update Committee (Development Services)

The staff report outlines the nominations for the Zoning Code Update Committee and requests ratification of the nominees.

Recommendation: Ratify and appoint the following individuals to the Zoning Code Update Committee: Council Members Warren Kusumoto and Josh Wilson; Planning Commissioners Art DeBolt and John Riley; Traffic Commissioner Dave Emerson; and Business Persons Jason Twomey and Joe Maggiore.

L. Award of Purchase for Additional IT Storage (Administrative Services)

This report recommends award of a bid for additional IT storage.

Recommendation: Authorize the Mayor to execute the 5-year lease agreement with SHI for additional IT storage.

11. PUBLIC HEARINGS

A. Ordinance No. 2017-09 – Deleting Chapter 17.39 of the Los Alamitos Municipal Code in its entirety and adding a new Chapter 17.39 relating to Medical and Adult Use Cannabis (Development Services)

City Council adopted Resolution No. 2017-16 during its August 21, 2017 meeting initiating a Zoning Ordinance Amendment concerning recreational marijuana to comply with new State legislation. The City Attorney has drafted Ordinance 2017-09. The Los Alamitos Planning Commission held a Public Hearing on September 27, 2017 and recommended adoption as presented.

Recommendations:

1. Introduce for first reading, read by title only, and waive further reading, Ordinance No. 2017-04; and,


B. Ordinance No. 2017-08 – Regulations for Accessory Dwelling Units in the Residential Zones in the City to Comply with New State Legislation (Development Services)

This is the consideration of an Ordinance Amendment to repeal and replace existing regulations and adopting new regulations for accessory dwelling units to
comply with new state legislation requirements of SB 1069 and AB 2299 (City initiated).

Recommendations:

1. Introduce for first reading, read by title only, and waive further reading Ordinance No. 2017-08; and,

2. City Attorney Daudt read the title of Ordinance No. 2017-08, entitled, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING ZONING ORDINANCE AMENDMENT (ZOA) 17-01 TO REPEAL AND REPLACE THE LOS ALAMITOS MUNICIPAL CODE SECTION 17.38.150 RELATING TO ACCESSORY DWELLING UNITS IN RESIDENTIAL ZONES OF THE CITY AS WELL AS MAKE CHANGES TO TABLE 3-01 IN SECTION 17.26.040 AND TABLE 2.02 OF SECTION 17.08.020 TO COMPLY WITH NEW STATE LEGISLATION (CITY INITIATED).”

C. 3621 Fenley Drive – General Plan Amendment and Zoning Ordinance Amendment Changing the Land Use Designation (Development Services) Consideration of a General Plan Amendment (GPA 17-01) and Zoning Ordinance Amendment (ZOA 17-02) to change both the General Plan designation and the zoning district for a parcel from Open Area (O-A) to Single Family Residential (R-1). This parcel is to the rear of 3621 Fenley Drive, APN 242-301-52. (Applicant: Carl T. Blum).

Recommendations:

1. Open the Public Hearing; and, if appropriate,

2. Determine that the proposed project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15305 – minor alterations in land use limitations and 15061(b)(3) – activity is not subject to CEQA where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment; and,


4. Introduce for first reading, read by title only, and waive further reading Ordinance No. 2017-10; and,

12. DISCUSSION ITEM

A. Organic Waste Recycling Services Update
(City Attorney)
Further consideration of negotiated proposal pricing from Republic Services to
provide State-mandated organic waste recycling services to all commercial
accounts meeting the State’s threshold, including consideration of a letter of
interest submitted by Ware Disposal.

Recommendations:

1. Accept the negotiated proposal pricing from Republic Services for the
   provision of State-mandated organic waste recycling services as
   presented to City Council on September 18, 2017; or

2. Direct the City Manager to further negotiate proposal pricing with Republic
   Services for the provision of State-mandated organic waste recycling
   services; or

3. Direct the City Manager to solicit a proposal from and enter into
   negotiations with Ware Disposal for the provision of State-mandated
   organic waste recycling services; or

4. Direct the City Manager to solicit a proposal from Ware Disposal and enter
   into concurrent negotiations with both Ware Disposal and Republic
   Services for the provision of State-mandated organic waste recycling
   services.

13. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION.
Existing litigation pursuant to paragraph (1) of subdivision (d) of Government
Code Section 54956.9.
Name of case: McKeon v. City of Los Alamitos, et al., Orange County Superior
Court Case No. 30-2017-00943887-CU-PC-CJC.

B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION.
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of
Government Code Section 54956.9: 1 potential case.
14. MAYOR AND COUNCIL INITIATED BUSINESS

A. 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.

15. ADJOURNMENT

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.

Windmira Quintanar, CMC, City Clerk  Dated: October 11, 2017
CITY OF LOS ALAMITOS
A/P Warrants
October 16, 2017

To Approve

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To Ratify

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Subtotal $1,509,196.86

Grand Total $1,529,723.47

Authorize the City Manager to approve such expenditures as are legally due and within an unexhausted balance of an appropriation against which the same may be charged for the time period October 17, 2017 to November 19, 2017.

Statement:

I hereby certify that the claims or demands covered by the forgoing listed warrants have been audited as to accuracy and availability of funds for payment thereof.
Certified by Maria-Luisa Valdez, Interim Administrative Services Director

[Signature]

this 10th day of October, 2017
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NORM'S AUTOMOTIVE CENTER, INC.

JEEP CHEROKEE REPAIR | GARAGE FUND | GARAGE | **182.26** |

THOMAS OLIVER

PLANNING ASSOCIATION DUES | GENERAL FUND | PLANNING | **413.00** |

TOTAL: **413.00**

ROSSMOOR/LOS AL AREA SEWER

PARKING LOT RENT - 3Q17 | GENERAL FUND | POLICE ADMINISTRATION | **1,500.00** |

TOTAL: **1,500.00**

SCIENTIA CONSULTING GROUP, INC.

IT SERVICES - AUGUST | TECHNOLOGY REPLACE | ADMINISTRATIVE SERVICE | **5,700.00** |
EXTRA HOURS FOR AUGUST | TECHNOLOGY REPLACE | ADMINISTRATIVE SERVICE | **166.25** |
VOIP PHONE SYSTEM - AUGUST | TECHNOLOGY REPLACE | ADMINISTRATIVE SERVICE | **190.00** |

TOTAL: **6,056.25**

SOUTHERN CALIFORNIA EDISON

LOS AL BLVD MEDIAN PROJECT TRAFFIC IMPROVEMENTS | CAPITAL PROJECTS | **579.50** |
LOS AL BLVD MEDIAN PROJECT TRAFFIC IMPROVEMENTS | CAPITAL PROJECTS | **11,446.64** |

TOTAL: **12,026.14**

SOUTHERN CALIFORNIA GAS

3614 FENLEY DR. | GENERAL FUND | STREET MAINTENANCE | **16.27** |
3191 KATZELA AVE. | GENERAL FUND | BUILDING MAINTENANCE | **101.89** |
10931 OAK ST. | GENERAL FUND | BUILDING MAINTENANCE | **64.85** |

TOTAL: **183.01**

SUNNY SLOPE TREES

TREES - BLOOMFIELD | GENERAL FUND | PARK MAINTENANCE | **96.98** |

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20  GAS TAX               91,333.95
40  PARK DEVELOPMENT      5,379.87
41  RIVERS/MTNS. CONSERVANCY 27,772.14
42  CAPITAL OUTLAY         175,177.82
44  TRAFFIC IMPROVEMENT   44,615.41
50  GARAGE FUND           6,098.00
52  FACILITY CAPITAL EXPENSES 348,650.00
53  TECHNOLOGY REPLACEMENT 6,956.25
54  SELF INSURANCE TRUST  2,083.33

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POLLY WOMACK

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WOODRUFF, SPRADLIN & SMART

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OSCAR M. SANCHEZ

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TOTAL PAGES: 6
MINUTES OF THE CITY COUNCIL
OF THE CITY OF LOS ALAMITOS

REGULAR MEETING – September 18, 2017

1. CALL TO ORDER
The City Council met in Regular Session at 6:07 p.m. Monday, September 18, 2017, in the Council Chamber, 3191 Katella Avenue, Mayor Hasselbrink presiding.

2. ROLL CALL

Present: Council Members: Kusumoto, Murphy, Wilson,
Mayor Pro Tem Edgar, Mayor Hasselbrink

Absent: Council Members: None

Present: Staff: Bret M. Plumlee, City Manager
Cary S. Reisman, City Attorney
Jason Al-Imam, Administrative Services Director
Sean Connolly, Police Captain
Dave Hunt, City Engineer
Corey Lakin, Recreation and Community Services Director
Steven A. Mendoza, Development Services Director
Eric Nunez, Police Chief
Windmera Quintanar, CMC, City Clerk

3. CLOSED SESSION

A. CONFERENCE INVOLVING A JOINT POWERS AGENCY, THE ORANGE COUNTY FIRE AUTHORITY (OCFA)
Discussion will concern: Information obtained in a closed session of the OCFA pertaining to significant exposure to litigation regarding pension liability.
OCFA Board Member: Shelley Hasselbrink, Mayor
Authority: Government Code Section 54956.96(b)

City Attorney Reisman read the item aloud.

RECESS
Council recessed into Closed Session at 5:07 p.m.

RECONVENE
City Council reconvened in Regular Session at

City Attorney Reisman stated the item was informational only and no votes were taken or requested.

4. PLEDGE OF ALLEGIANCE
Council Member Murphy led the Pledge of Allegiance.
5. **INVOCATION**
Council Member Wilson gave the Invocation.

6. **PRESENTATION**

Mayor Hasselbrink and the City Council presented a Proclamation to Vickie Soffa, Volunteer from Alzheimer's Orange County. Ms. Soffa spoke briefly.

Mayor Hasselbrink and the City Council presented a plaque to Carey Reisman for Walling, Kres, Reisman and Kranitz, for his firms dedicated service as City Attorney. Mr. Reisman spoke briefly.

A. **Presentation by Tracey Farmer, on behalf of LA Seismic, Regarding “Seismic Survey 2017”**
Mr. Farmer and Dan Hollis, Seismologist, gave a PowerPoint presentation and answered questions from the City Council.

7. **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.

Stephen Hammond, resident, spoke in opposition to dissolving the Cable Commission, current operations of Los Al TV, and requested reinstatement of a public oversee commission for Los Al TV.

Jeff Snow, Board Member of Aerospace Education Foundation of Huntington Beach, spoke regarding the upcoming Breitling Air Show in Huntington Beach on September 29-October 1.

John Boufani, business owner, spoke in opposition to item 11D, questioned if the Council should go out to bid for the new service, the City’s role in the program and the fairness of spreading the cost to all commercial properties when only 11-12 generate the waste.

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

Council Member Kusumoto spoke regarding the upcoming Orange County Mosquito and Vector Control District Board meeting and participation/hosting of the National Drive Electric Week hosted at City Hall.

Council Member Murphy spoke regarding the Casa Youth Shelter Fundraiser hosted by the Klabouchs, completion of the Kinmount Improvement Project, concern regarding air traffic patterns, and questioned the rights of the citizens during construction.
Council Member Wilson thanked Council Member Kusumoto for National Drive Electric Week and the Klabouchs for their fundraiser. He spoke regarding attendance at the Youth Center Open House and the West Orange County (WOC) Legislative Mixer.

Mayor Pro Tem Edgar asked for and received support to have an item regarding CA Water Fix on the next agenda. He spoke regarding the passing of Alice Jempsa and requested the meeting be adjourned in her honor. He attended the Casa Youth Shelter Fundraiser, WOC Legislative Mixer, requested an update on the Olson Company project, and encouraged interested parties to attend the Public Hearing.

Development Services Director Mendoza advised the 50-unit residential condominium complex on Sausalito is scheduled for its first Public Hearing on September 27th at 7:00 p.m. with the Planning Commission.

Mayor Hasselbrink spoke regarding attendance at the Los Alamitos Museum Fundraiser at Brew Kitchen, Los Alamitos Chamber Breakfast, appointment to the Orange County Fire Authority’s Search Committee for a new Chief, attended the deployment of soldiers at the Joint Forces Training Base, the League of California Cities Annual Conference in Sacramento, meeting with Senator Nguyen, and stated the meeting would be adjourned in memory of Alice Jempsa.

9. ITEMS FROM THE CITY MANAGER

City Manager Plumlee thanked City Attorney Reisman for his service to the City and introduced Interim Administrative Services Director Maria-Luisa Valdez. He spoke regarding attendance at the League of California Cities Annual Conference, meeting with Senator Nguyen, advised Staff was working with Congressman Lowenthal regarding events on the JFTB, and requested an update on Los Alamitos Beatification Project.

City Engineer Hunt gave an update on the project and answered questions from the City Council. He advised the center median tree would need to come back to Council for approval as it was not part of the project specifications.

10. WARRANTS

Council Member Kusumoto received clarification that the street trees on page 8 were not related to the Los Alamitos Beatification Project.

Motion/Second: Edgar/Murphy
Unanimously Carried: The City Council approved the Warrants for September 18, 2017, in the amount of $96,305.22 ratified the Warrants for August 22, 2017 to September 17, 2017, in the amount of $1,378,722.09, and authorized the City Manager to approve such expenditures as are legally due and within an unexhausted balance of an appropriation against which the same may be charged for the time period of September 19, 2017 to October 15, 2017.

ROLL CALL
11. **CONSENT CALENDAR**

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

Council Member Kusumoto pulled item 11B and 11D.

Council Member Murphy pulled item 11I.

Motion/Second: Murphy/Edgar

Unanimously Carried: The City Council approved the following Consent Calendar items:

- **A. Approval of Minutes** *(City Clerk)*
  
  Approved the Regular and Special City Council Minutes of August 21, 2017.

- **C. The CalPERS Educational Forum, City Manager Travel** *(City Manager)*
  
  This report sought authorization for City Manager, Bret Plumlee to attend the 2017 California Public Employees Retirement System (CalPERS) Educational Forum.

  The City Council authorized the City Manager to attend the conference and all associated travel expenses in an amount not to exceed $1,200.

- **E. Appointment of City Attorney** *(City Manager)*
  
  This report recommended appointment of Michael S. Daudt of Woodruff, Spradlin & Smart as City Attorney and approval of an agreement for City Attorney Services and Kendra Carney and Jason McEwen as Assistant City Attorneys.

  The City Council authorized the Mayor to enter into an Agreement for City Attorney Services with Woodruff, Spradlin & Smart naming Michael S. Daudt as City Attorney and Kendra Carney and Jason McEwen as Assistant City Attorneys.

- **F. Treasurer’s Quarterly Investment Report – June 2017** *(Administrative Services)*
  
  The item for City Council consideration is receipt of the Treasurer’s Quarterly Investment Report.

  The City Council received and filed the Treasurer's Quarterly Investment Report – June 2017.

- **G. Resolution No. 2017-17 – Designation of City Treasurer** *(City Manager)*
  
  This report sought consideration of a resolution designating Maria-Luisa Valdez, Interim Director of Administrative Services, as City Treasurer.

  The City Council adopted Resolution 2017-17, entitled, “A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPOINTING...
H. Fiscal Year 2016-17 Results and Fund Balance Reservations
(Administrative Services)
This report provided the City Council with an update on Fiscal Year 2016-17 revenues and expenditures and recommends adjustments to fund balance reserves based on feedback and direction from the Budget Standing Committee.

The City Council:

1. Received and filed this year-end report for Fiscal Year 2016-17; and,

2. Approved carryover of appropriations to Fiscal Year 2017-18 for various projects as outlined in this report; and,

3. Approved budget amendments to the Fiscal Year 2016-17 Operating Budget as outlined in this report; and,


6. Approved transfers from the General Fund in the amounts of $100,000 to the Facilities, Streets and Parks Capital Fund, $100,000 to the Vehicles & Equipment Fund, and $100,000 to the Technology Replacement Fund.

J. Amending the Capital Improvement Program Budget to include RMRA Funding for the Road Repair and Accountability Act of 2017
(Development Services)
The City of Los Alamitos receives transportation funding from the State in the form of grants or direct allocation of Motor Vehicle Fuel Tax (Gas Tax) through the Highway Users Tax Account (HUTA). The Road Repair and Accountability Act of 2017 (SB1) provides new funding for the maintenance and repair of local streets and roads through a Road Maintenance and Rehabilitation Account (RMRA). To be eligible for funding, the City must submit a proposed project list to the California Transportation Commission along with a resolution documenting the approval of the City’s amended Capital Improvement budget to include the project to receive RMRA funding. Staff recommends the use of the RMRA funding to supplement funding for road improvements for a portion of the Greenbrook Neighborhood including Lassen, San Joaquin and Sierra Circle in the amount of $66,321.
The City Council:

1. Determined that the action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because it will not result in a physical change to the environment, directly or indirectly; and,

2. Adopted Resolution No. 2017-20, A Resolution of the City Council or the City of Los Alamitos, California, Amending the Adopted Capital Improvement Program Budget for Fiscal Year 2017-18 to Include Road Maintenance and Rehabilitation Account (RMRA) Funding Under the Road Repair and Accountability Act of 2017.

End of Consent Calendar

Items pulled from Consent Calendar


At its August 21, 2017 meeting, the City Council conducted a first reading of Ordinance 2017-04, which facilitates a Municipal Code Amendment for a streamlined process for installation of electric vehicle charging stations.

Council Member Kusumoto questioned if the process could be delayed to allow electric vehicle (EV) infrastructure to be included. Development Services Mendoza and Building Official Mark Abbott advised that ordinance needed to be in place within 30 days and that State law would require all new developments to include EV infrastructure.

Motion/Second: Kusumoto/Edgar

D. **Organic Waste Recycling Services** (Development Services)

Consideration and acceptance of negotiated proposal pricing from Republic Services to provide State mandated organic waste recycling services to all commercial accounts meeting the State’s threshold.

City Manager Plumlee introduced the item and advised Mike Balliet, AB 1826 consultant was available for questions. Mr. Balliet summarized the Staff report and answered questions from the City Council.

City Council, Staff, and Mr. Balliet discussed the following topics:
• Procedure for identifying which customers had organic waste and would require a program
• Negotiations for the cost of service, specifically the dump fee/ton
• Advantages of a pilot program include coming into compliance with State mandates, ability to adjust the rate later if necessary, opportunity to provide raw data before 2019 compliance deadline
• Los Alamitos is a small city and purchasing 1/13th of a truck for the program
• Pilot program will allow fees to be adjusted in six months and again in October 2018
• Overview of the other cities that are in compliance and the City’s potential to face fines if it waits to implement the program after it is mandated
• Concern for the financial impact to all commercial businesses or just the 11 affected businesses
• Under State Law, the City is required to administer, monitor, and report on the program
• Difficulty in comparing other cities to Los Alamitos as the needs are not the same
• Concern that other companies (i.e CR&R and Waste Management) were informally asked if there was interest and no formal request for proposals went out
• Fees are not subject to Prop 218 because the program is State mandated and the City is not Collecting the user fees
• Discussion regarding only charging the 11 affected businesses and allowing the market to take care of itself by passing the fees on to the consumers
• Precise data from the pilot program will assist with the program being in effect by the January 2019 mandated deadline
• Haulers may be interested in servicing the City since they already service surrounding areas and the Los Alamitos Unified School District
• Support for pushing for a formal response from haulers to ensure the best for the businesses

RECESS
The City Council took a brief recess at 7:45 p.m.

RECONVENE
The City Council reconvened in Regular session at 7:58 p.m.

Motion/Second: Hasselbrink/Murphy
Motion: Reject Staff’s recommendation and direct Staff to request bids from other competitors providing services to other municipalities in the community and local cities.

City Council, Staff, and Mr. Balliet discussed the following topics:

• Spreading the fees across all businesses or the 11 affected could be part of the next discussion
• Support for receiving formal response from providers in the area
• Staff clarified a Letter of Interest would be the first appropriate step, followed by an RFP should any interest be expressed
• RFP process requires hiring a consultant to prepare the RFP and rate the respondents
• Compliance with AB 939 would require the pilot program be in place by December
• During negotiations the current hauler expressed an interest in the City putting the entire waste contract out to bid as it was losing money
• Sensitive to the fact the community is concerned about its waste hauler contract
• Request the Chamber hold a workshop to get feedback from the 11 affected businesses
• Option to proportionately allocate the cost to each business based on its organic waste needs
• City could possibly get fined for implementing a cost prohibitive program that charges one business more than the other

Mayor Hasselbrink amended her motion. Council Member Murphy accepted.

Motion/Second: Hasselbrink/Murphy
Amended Motion: The City Council unanimously:

1. Reject Staff’s recommendation; and,

2. Directed Staff to release a Letter of Interest to haulers with an emphasis that they currently provide the service in or around the City. To be followed up with a Request for Proposal if there is interest; and,

3. Requested Staff ask the Chamber to hold a workshop with the 11 affected businesses.

I. Approval of Notice of Completion for the Coyote Creek Bike Trail Resurfacing Project (CIP No. 16/17-06) (City Engineer)
The construction of the Coyote Creek Bike Trail Resurfacing Project (CIP No. 16/17-06) is complete and in compliance with the plans and specifications; therefore, Staff recommends that City Council accept the work as complete, direct filing of the Notice of Completion and authorize retention release as prescribed by the Public Contracts Codes.

Council Member Murphy congratulated everyone involved for the completion of this beautiful project and appreciated that people were taking advantage of the trail.

Motion/Second: Murphy/Edgar
Unanimously Carried: The City Council:

1. Accepted as complete the construction contract by El Camino Asphalt Paving Corporation for the Coyote Creek Bike Trail Resurfacing Project (CIP No. 16/17-06); and,
2. Directed the City Clerk to record the Notice of Completion/Final Report with the County Recorder’s office; and,

3. Authorized Staff to release the 5% retention to the contractor in the amount of $14,438.44, thirty-five (35) days after recordation of the Notice of Completion.

12. ORDINANCES

A. Consideration of Urgency Ordinance No. 2017-05 – Relating to Prosecution of Municipal Code Violations by the City Attorney; and, Ordinance No. 2017-06 – Relating to Prosecution of Municipal Code Violations by the City Attorney (City Attorney)

The Municipal Code as currently written, prohibits the City Attorney from prosecuting criminal violations. The City Council desires to remove that prohibition so that the same law firm that serves as the City’s contract City Prosecutor can also serve as the contract City Attorney.

City Attorney Reisman summarized the Staff report and answered questions from the City Council.

Motion/Second: Murphy/Edgar
Motion: Approve Staff’s recommendation.

Council Member Kusumoto questioned why the Council would want to broaden the City Attorney’s authority. City Attorney Reisman advised the Council should have the ability to instruct the City Attorney as needed in line with State Law and the approval of the District Attorney.

Mayor Pro Tem Edgar understood the logic as the City Council would still need to meet in Closed Session and direct the City Attorney.

Council Member Wilson started opposition to the red light camera program; however, understood the Council’s will to continue enforcing so would support the item.

Motion/Second: Murphy/Edgar
Carried 4/1: The City Council

1. Adopt by a 4/5 Roll Call Vote, waived reading in full, and authorized reading by title only of Urgency Ordinance No. 2017-05 and

2. City Attorney Reisman to read the title of Ordinance No. 2017-05 “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, REPEALING AND RESTATING SECTION 2.20.010 OF THE LOS ALAMITOS MUNICIPAL CODE RELATING TO PROSECUTION OF MUNICIPAL CODE VIOLATIONS BY THE CITY ATTORNEY AND DECLARING THE URGENCY THEREOF”.

City Council Regular Minutes
September 18, 2017
Page 9 of 10
ROLL CALL
Council Member Kusumoto       No
Council Member Murphy      Aye
Council Member Wilson      Aye
Mayor Pro Tem Edgar       Aye
Mayor Hasselbrink        Aye

Motion/Second: Edgar/Murphy
Unanimously Carried: The City Council:

3. Introduce, waive reading in full, authorize reading by title only of Ordinance No. 2017-06; and,


13. MAYOR AND COUNCIL INITIATED BUSINESS

A. Council Announcements
   None.

14. ADJOURNMENT
   The City Council adjourned at 8:20 p.m. in memory of Alice Jempsa.

   ____________________________
   Shelley Hasselbrink, Mayor
   Attest:

   ____________________________
   Windmera Quintanar, CMC, City Clerk
To: Mayor Shelly Hasselbrink and Members of the City Council

From: Bret M. Plumlee, City Manager

Subject: Adopt Ordinance No. 2017-06 – Relating to Prosecution of Municipal Code Violations by the City Attorney

Summary: The Municipal Code as currently written, prohibits the City Attorney from prosecuting criminal violations. The City Council desires to remove that prohibition so that the same law firm that serves as the City’s contract City Prosecutor can also serve as the contract City Attorney.


Background

Section 2.20.020 B of the Los Alamitos Municipal Code provides that the City Attorney shall “have the power and be required to . . . represent the City in all actions and proceedings in which the city is concerned or is a party, except the prosecution of criminal actions other than city ordinance violations, . . .”

In February of 2017, with the permission of the Orange County District Attorney’s office, the City retained the law firm of Woodruff, Spradlin & Smart, a Professional Corporation (the “Firm”) to serve as contract City Prosecutor for purposes of prosecuting violations of California Vehicle Code section 21453, automated enforcement system violations (hereafter “AES”), as contemplated by California Vehicle Code section 21455.5 et seq. (hereafter “Red Light Violations”).

On August 21, 2017, after a Request for Proposals and an interview process, the City Council selected the law firm of Woodruff, Spradlin & Smart (WSS) to serve as City Attorney for the City. On tonight’s agenda is an Agreement to retain WSS as contract City Attorney, effective October 1, 2017.

On September 18, 2017, the City Council adopted Urgency Ordinance 2017-05 and introduced Ordinance 2017-06.
Discussion

The City desires to continue utilizing WSS as contract City Prosecutor for purposes of prosecuting AES violations, and may desire to utilize said firm for purposes of prosecuting other State Law infractions, even after the firm becomes City Attorney for the City. Thus, the ordinances include the language “when directed by the City Council" before the phrase “any and all criminal cases arising from violations of the Los Alamitos Municipal Code and such state law violations as the city has the power to prosecute,…”

The two ordinances were introduced at the September 18, 2017 meeting to accomplish that purpose without delay. Section 2.20.020 would prevent the prosecution of red light camera cases by WSS between October 1, 2017 and November 15, 2017, the earliest date it is contemplated that a permanent ordinance could become effective after second reading. Therefore, Ordinance 17-05 was adopted as an Urgency Ordinance, which became effective immediately, thereby ensuring that there is no gap between the time WSS became City Attorney and the time that Ordinance 17-06 becomes effective.

Fiscal Impact

None.

Submitted and Approved by: Bret M. Plumlee, City Manager

Attachment: 1. Ordinance No. 2017-06
ORDINANCE NO. 2017-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND RESTATING SECTION 2.20.020 OF THE LOS ALAMITOS MUNICIPAL CODE RELATING TO PROSECUTION OF MUNICIPAL CODE VIOLATIONS BY THE CITY ATTORNEY

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

SECTION 1. The City Council adopts this Ordinance based upon the following findings and determinations:

A. Section 2.20.020 B of the Los Alamitos Municipal Code provides that the City Attorney shall represent the City in all actions and proceedings in which the city is concerned or is a party, except the prosecution of criminal actions other than city ordinance violations, . . ."

B. In February of 2017, with the permission of the Orange County District Attorney’s office, the City of Los Alamitos retained the law firm of Woodruff, Spradlin & Smart, a Professional Corporation (the “Firm”) to serve as contract City Prosecutor for purposes of prosecuting violations of California Vehicle Code section 21453, automated enforcement system violations (hereafter “AES”), as contemplated by California Vehicle Code section 21455.5 et seq. (hereafter “Red Light Violations”).

C. On August 21, 2017, after a Request for Proposals and an interview process, the City Council selected the law firm of Woodruff, Spradlin & Smart to serve as City Attorney for the City. At its meeting of September 18, 2017, it is contemplated that the City will enter into a formal Retainer Agreement with the Firm, with services to commence on October 1, 2017.

D. The City desires to continue utilizing Woodruff, Spradlin & Smart as contract City Prosecutor for purposes of prosecuting AES violations, and may desire to utilize said firm for purposes of prosecuting other State Law infractions, even after the firm becomes City Attorney for the City.

E. The City adopted a similar ordinance as an urgency ordinance on September 18, 2017. This permanent ordinance is designed to be effective after introduction and adoption hereof, and to replace the urgency ordinance.
SECTION 2. Amendment of Section 2.20.020.

The City Council hereby amends and restates in its entirety section 2.20.020 of the Los Alamitos Municipal Code to read as follows (deletions shown in strikethrough; additions shown in underline):

“Pursuant to Section 804 of the City Charter as amended, the city attorney shall have the power and be required, to:

A. Represent and advise the city council and all city officers in matters of law pertaining to their office;

B. Represent and appear for the city in any or all actions and proceedings in which the city is concerned or is a party, except the prosecution of criminal actions other than city ordinance violations, which the city attorney shall be required to prosecute on behalf of the people, when directed by the City Council, any or all criminal cases arising from violations of the provisions of the Los Alamitos Municipal Code and such state law violations as the city has the power to prosecute, and represent and appear for any city officer or employee, or former city officer or employee, in any or all actions and proceedings in which any such officer or employee is concerned or is a party, for any act arising out of his employment or by reason of his official capacity;

C. Attend all regular meetings of the city council and give his advice and opinions in writing whenever requested to do so by the city council or by any of the boards or officers of the city;

D. Approve the form of all contracts made by and all bonds given to, the city, endorsing his approval thereon in writing;

E. Prepare any and all proposed ordinances or resolutions for the city and amendments thereto;

F. Perform such other duties consistent with the Charter and this chapter, as may be required from time to time.

SECTION 3. This Ordinance is exempt from CEQA based on the following findings:

A. This Ordinance is not a project within the meaning of Section 15061 (b) (3) of the CEQA Guidelines because it has no potential for resulting in a physical change in the environment, directly or indirectly.

B. This Ordinance is categorically exempt from CEQA under Section 15308 of the CEQA Guidelines, as it is a regulatory action taken by the City pursuant to its police power.

SECTION 4. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable.
The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be held unconstitutional, invalid or unenforceable.

SECTION 5. Effective Date.

This Ordinance shall effect on the 31st day following adoption.

SECTION 6. Further Actions.

The City Clerk shall certify to the adoption of this Ordinance.

PASSED, APPROVED, AND ADOPTED at a meeting of the Los Alamitos City Council, this 16th day of October, 2017.

___________________________________  
Shelly Hasselbrink, Mayor

ATTEST:

___________________________________  
Windmera Quintanar, CMC, City Clerk

APPROVED AS TO FORM:

___________________________________  
Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, CMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Ordinance No. 2017-06 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 18th day of September, 2017 and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 16th day of October, 2017, by the following roll-call vote, to wit:

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

___________________________________  
Windmera Quintanar, CMC, City Clerk
Summary: This agenda item is a contract for management of Race on the Base.

Recommendation: Authorize the City Manager to execute a one-year contract with two optional one-year extensions with RUN Racing, LLC. for professional race management services for the Race on the Base.

Background

Over the past 10 years, the Race on the Base has grown to be the City’s largest special event. The race is a year-round planning and coordinating effort and involves the dedication of Recreation and Community Services full-time and part-time staff to prepare for the event.

With the assistance of a professional race management team, the race has expanded in the amount of events offered, outreach and contacts for marketing purposes. Each year, major improvements are made to elevate the status, prestige and attendance of the race. The past six years’ races, RUN Racing, LLC. (formerly International City Racing) was the selected race management company. RUN Racing invested all seven of their full time staff and numerous resources into Race on the Base and helped take the event to record registered participation (4,444) in the 37-year history of the event. With the assistance of RUN Racing and the amount of marketing outreach, the Race on the Base Facebook page also has over 9,200 “likes,” which is a high number in relation to the amount of race participants that registered this past year. The Race on the Base’s strong reputation has assisted in putting Los Alamitos “on the map” in regards to running/triathlon events and has become an attractive event to participants and large race management firms.

For the upcoming 2018 Race on the Base, the following events will be included: Honoring Our Fallen 5K Run/Walk to Remember, 10K Run, 10K Wheelchair/Handcycle Race, Glow in the Dark Whimsical Fun Run, Reverse Triathlon and Jr. Reverse Triathlon.
**Discussion**

For the 2018 Race on the Base, staff has researched and solicited bids from several race management companies with the reputation, capability and consistency of managing the Race on the Base for the next few years. The approach to this year’s RFP was to seek a partner to provide race expertise and staff support in the planning, preparation and execution of the event. The following companies were contacted and their response is indicated below:

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<thead>
<tr>
<th>Race Management Company</th>
<th>Bid Price to Conduct Race on the Base</th>
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<tr>
<td>RUN Racing, LLC.</td>
<td>Management Fee of $20,000 including equipment and marketing, plus 20% commission of acquired vendors and sponsors</td>
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<tr>
<td>Renegade Racing</td>
<td>Management fee of $50,700 including equipment</td>
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<tr>
<td>Legacy Running</td>
<td>Management fee of $27,380 including equipment and marketing</td>
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<td>Kinane Events</td>
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<td>Spectrum Sports</td>
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<td>Generic Events</td>
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Staff is recommending the City Council authorize the City Manager to execute the contract for race management services with RUN Racing, LLC. for a one-year period with two one-year optional extensions. Staff is making this recommendation based on the following reasons:

- RUN Racing, LLC. is based in Los Alamitos, accessible, and willing to invest their full-time staff and resources year-round to grow Race on the Base;
- RUN Racing, LLC. is willing to be a partner for the race by accepting more planning responsibility to allow City staff to be able to concentrate efforts on local community outreach;
- RUN Racing, LLC. co-owns a database of over 100,000 email contacts;
- RUN Racing, LLC. manages large races throughout Southern California with free vendor booth exposure available to Race on the Base;
- RUN Racing, LLC. has purchasing power to combine event supplies with their own orders to obtain lower pricing;
- RUN Racing, LLC. event calendar allows for Race on the Base to be a priority in terms of planning and dedicated resources during the critical planning times of the race.
**Fiscal Impact**

The proposal from RUN Racing, LLC for race management services for the Race on the Base in 2018 is a base contract amount of $20,000, plus 20% commission of acquired vendors and sponsors that are new to the Race on the Base.

All potential fees paid to RUN Racing, LLC. are offset by revenue generated by participants and vendors from the Race on the Base. The greater the number of vendors and sponsors secured by RUN Racing, the more revenue is generated for the race management company as well as the City.

Submitted By: Corey Lakin, Recreation & Community Services Director  
Fiscal Impact Reviewed By: Maria-Luisa Valdez, Interim Administrative Services Director  
Approved By: Bret M. Plumlee, City Manager

*Attachment: 1. Contract with RUN Racing, LLC*
PROFESSIONAL SERVICES AGREEMENT
(City of Los Alamitos/RUN Racing, LLC)

1. **IDENTIFICATION**

   THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Los Alamitos, a municipal corporation (“City”), and RUN Racing, LLC, a limited liability company. (“Consultant”).

2. **RECITALS**

   2.1 City has determined that it requires the following professional services from a consultant: race management services.

   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 “Scope of Services”: Such professional services as are set forth in Consultant’s Scope of Work attached hereto as Exhibit A and incorporated herein by this reference.

   3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s fee schedule attached hereto as Exhibit B and incorporated herein by this reference.

   3.3 “Commencement Date”: November 21, 2017.

   3.4 “Expiration Date”: March 30, 2018.

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. Two optional one-year contract extensions may follow with Commencement Dates of April 1, 2018 and April 1, 2019 and Expiration Dates of March 30, 2019 and March 30, 2020, respectively, with the same contract terms and agreements if both City and Contractor are in agreement.
5. **CONSULTANT’S SERVICES**

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Twenty Thousand Dollars ($20,000.00) plus 20% of any vendors or sponsors that are new to Race on the Base and directly acquired through RUN Racing contacts unless specifically approved in advance and in writing by City.

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.).

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. **Robert Seagren** 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 and Section 5.1 of this Agreement above.

6.2 Consultant shall submit to City, an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. The invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of the invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of the invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant unless otherwise required by law.

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 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.

Under no circumstances shall Consultant look to City as its employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant’s (or its principal’s) previously earned PERS retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation.

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, taxes, 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 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 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 which is caused by the sole active negligence or willful misconduct of City. Such costs and expenses shall include reasonable attorneys’ fees due to counsel of City’s choice, expert fees and all other costs and expenses 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 to (i) pay taxes on amounts received pursuant to this Agreement; (ii) satisfy obligations to any governmental entity, or (iii) 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 statute 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 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, or if such agreements prove to be inadequate to protect City for any reason, Consultant agrees to be fully responsible and to 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 apply to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant’s performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars ($1,000,000) for each occurrence and in the aggregate for any personal injury including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, death, loss underground hazard, and explosion and collapse hazard where applicable. General Liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds. Coverage shall be at least as broad as Insurance Services Office form number GL 0002 (Ed. 01/96) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form
Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (“occurrence”) Form Number CG 0001 (Ed. 01/96), including XCU (Explosion, Collapse & Underground) coverage where applicable.

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars ($1,000,000) per claimant and One Million dollars ($1,000,000) per incident. Coverage shall be at least as broad as the coverage described in Insurance Services Office Form Number CA 0001 (Ed. 12/93) covering Automobile Liability, Code 1 “any auto”, or Code 2 “owned autos” and Endorsement CA 0025. Coverage shall also include Code 8 “hired autos” and Code 9 “nonowned autos.”

11.1.3 Worker’s Compensation insurance if and as required by the laws of the State of California.

11.2 Consultant shall require each of its subcontractors to maintain insurance coverages that meet 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(s) 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 policies required by this Agreement are in effect in the required amounts and naming City and its officers, employees, agents and volunteers as additional insureds. Consultant shall file with City’s Risk Manager such certificate(s) prior to commencement of work under this Agreement.

11.6 Consultant shall provide proof to City’s Risk Manager 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 at least two weeks prior to the expiration of the coverages.

11.7 The general liability and automobile policies of insurance required by this Agreement shall contain endorsements 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 other 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 City.

11.10 Any deductibles or self-insured retentions must be declared to and approved by 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 guaranteeing payment of losses and expenses.

11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12.  MUTUAL COOPERATION

12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant’s services under this Agreement.

12.2 If any claim or action is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.
13. **RECORDS AND INSPECTIONS**

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

14. **PERMITS AND APPROVALS**

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

15. **NOTICES**

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

If to City:
City of Los Alamitos  
3191 Katella Ave.  
Los Alamitos, CA 90720  
Attn: Emeline Noda  
Telephone: (562) 430-1073  
Facsimile: (562) 594-9657

If to Consultant:
RUN Racing, LLC.  
10545 Humbolt Street  
Los Alamitos, CA 90720  
Attn: Robert Seagren  
Telephone: (562) 795-8900

With courtesy copy to:

Michael S. Daudt, City Attorney  
Woodruff, Spradlin and Smart  
555 Anton Boulevard, Suite 1200  
Costa Mesa, CA 92626  
Telephone: (714) 415-1059  
Email: mdaudt@wss-law.com
16. **SURVIVING COVENANTS**

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

17. **TERMINATION**

17.1. City may terminate this Agreement for any reason on five calendar days’ written notice to Consultant. Consultant may terminate this Agreement for any reason on thirty calendar days’ written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. **PREVAILING WAGE LAW**

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the services under this Agreement are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify, and hold City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

19. **GENERAL PROVISIONS**

19.1 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.

19.2 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,
19.3 The captions appearing at the commencement of the sections hereof, and in any
sub-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, and not such
heading, shall govern 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 and vice versa, in any place or places herein in which
the context requires such substitution(s).

19.4 The waiver by City or Consultant of any breach of any term, covenant or condition
of this Agreement 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 of this Agreement. No term, covenant or condition of this Agreement
shall be deemed to have been waived by City or Consultant unless in a writing
signed by one authorized to bind the party asserted to have consented to the waiver.

19.5 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.

19.6 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 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 from the exercise by any party of any one or more of
such rights, powers or remedies shall not preclude the simultaneous or later exercise
by such party of any of all of such other rights, powers or remedies. If legal action
shall be necessary to enforce any term, covenant or condition herein contained, the
party prevailing in such action, whether or not reduced to judgment, shall be entitled
to its reasonable court costs, including any accountants’ and attorneys’ fees
incurred in such action. The venue for any litigation shall be Orange County,
California and Consultant hereby consents to jurisdiction in Orange County for
purposes of resolving any dispute or enforcing any obligation arising under this
Agreement.

19.7 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 enforced to the fullest extent permitted by law.

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

19.9 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 the parties with respect to the transactions contemplated herein. No prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

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

“City”
City of Los Alamitos

By: __________________________
    Bret M. Plumlee, City Manager

Date: _______________

“Consultant”
RUN Racing, LLC

By: _______________________________
    Robert Seagren, Owner

Date: _______________

By: _______________________________
    Leti Abrego, Controller

Date: _______________

Attest:

By: _______________________________
    Windmera Quintanar, CMC, City Clerk

Date: _______________

Approved as to form:

By: _______________________________
    Michael S. Daudt, City Attorney

Date: _______________
EXHIBIT A
SCOPE OF WORK

Race Course Logistics

- Manage all aspects of the race course including 10K Run/Wheel/Handcycle, 5K Run/Walk, Glow in the Dark Fun Run and Triathlon Events: Reverse Triathlon and Jr. Reverse Triathlon and other potential events added to the race. Course issues resulting in refunds/credits will result in a deduction from final pay to Race Management Company equal to the costs of refunds/credits plus any other expenses for each individual directed incorrectly due to improper signage/course markings.
- Furnish, deliver, set up and tear down necessary equipment such as: mile markers, signage, bike racks, and fencing. If equipment rental is needed for the event, expenses should be estimated in advance and must be pre-approved by the City of Los Alamitos.
- Set up and tear down of signage trussing (Truss/PVC): start/finish line truss/scaffolding for all events (Main Start/Finish, Jr. Tri Start/Transition Entrance, Glow Run Start/Finish), Bike Mount, Bike Dismount, Swim in/Out, Triathlon Finish, Bike Lap 1 and 2, Return to Transition, Bike Exit, Wave 1, Wave 2, Jr Triathlon Area, Volunteer Check In.
- Mark the course on race day. Distances of each course should be accurate to what is publicized.
- Provide triathlon expertise in preparing triathletes to enter the course and manage the course logistics.
- Coordinate the following: professional event photographer, announcers and scripts, national anthem singers, course signage, expo signage, course fencing, virtual/traditional goodie bags, medical, aid stations, entertainment (bands on the course at each mile marker), lead vehicles, notifications, post-race food, portable restrooms, hand washing stations, radios, and gas powered carts (unless a sponsor for each area is found or the City can supply at a decreased expense).
- For the Triathlon, set up path from Transition Area to pool and space to allow for two-way traffic.
- Designate and implement a spectator area for each event separate from competitor area.
- Be responsible to provide water bins containing filtered water for all participants at each aid station and handling the set up and pick up of course aid stations and Post Race Food area on the airfield and at the pool. This task includes receiving water delivery and Post Race Food delivery at Race Management Company’s office, responsibility for transport and delivery to event location, and correct placement on course and Post Race Food locations. Race Management Company will clean all courses (including start and finish lines) after the event and dispose of waste from each course in proper receptacles.
- Be able to receive the participant and volunteer shirt order from vendor. Race Management Company will be responsible for transport and delivery to event location.
- Coordinate with timing company to start the events on time with approval from City of Los Alamitos. Ensure that participants’ event times are collected for overall and age group awards. Enforce all rules for participants as applicable to each event.
- Store Race on the Base equipment in indoor storage facility including, but not limited to signage, bike racks, and other mutually agreed upon equipment.
- Coordinate with the security company the security staffing plan at the triathlon transition area.
area including the path from transition area to the pool, triathlon finish area and the 10K/5K/Glow Run start and finish line area.

- Organize and manage event gear check with the City of Los Alamitos or other designated organization.

**Volunteers & Vendor Expo**

- Recruit and accurately train a projected 500+ volunteers in areas of responsibility (course, aid stations, post-race food, transition area, transition path to pool, etc.).
- Recruit vendors from database and organize vendor expo with event sponsors and returning and new vendors with a goal of 50-60 vendors. Vendor registration, payment and insurance is due to the City of Los Alamitos by December 15 annually.
- Coordinate shirt and food order for volunteers.
- Communicate with volunteers via email monthly leading up to the race.
- Coordinate with Sunburst Youth Academy for volunteers and organize/attend thank you party.

**Charity Outreach**

- Provide City of Los Alamitos with Pre and Post event donation and team member reports. Reports include amount donated, number of charities and number of charity registrations.
- Recruit and manage new and existing charity partners.
- Facilitate charity involvement on race day (On-Course, Volunteers, Bibs, Expo Booths).
- Setup, organize and coordinate charity outreach program with online registrations and pledge program.

**Registration**

- Work with the timing company, graphic designer and the City of Los Alamitos to design an effective race registration document.
- Respond to participant and spectator race inquiries calls and/or emails rior to and following the event.
- Coordinate online and on-site event registration.

**Marketing**

- Work with City of Los Alamitos staff to formulate a long-term strategic plan to grow the Race on the Base.
- Distribute applications, do special promotions and speak on behalf of the event.
- Provide major cross-promotional opportunities to promote the Race on the Base with the other local large name racing and triathlon events.
- Provide a free booth if possible or split the cost/booth space to promote at the Surf City Half Marathon Booth and additionally recommended races/events for promotional opportunities.
- Provide email notifications specifically about Race on the Base to Race Management.
Company’s email database at least once a month from September through February. Race Management’s owned email database must have a minimum of 40,000 email addresses.

- Create a website link on Race Management Company’s website providing athlete information, registration, maps, results, travel & parking directions and sponsorship information with direct links to the City of Los Alamitos’ race website.
- Place event application/event flyer in goodie bags of all races that have a goodie bag that Race Management Company owns or manages prior to the event.
- Provide free event booth space at a minimum of three 4,000+ participant events at Race Management Company’s owned or managed events prior to the Race on the Base.
- Distribute event application/save the date flyers at all events in which the Race Management Company distributes marketing materials.
- Race Management Company to share race management expertise with the City of Los Alamitos in the areas of registration, timing, marketing, sponsorship, and operations.

**Planning/Coordination**

- Present a detailed staffing plan with specific assignments for Friday set up, Packet Pick Up and Race day(s).
- Combine and/or price (obtaining bids if necessary) for bibs, helmet numbers, medals, restrooms, equipment rentals, and participant/volunteer shirts with existing company’s races to enhance purchasing power for the Race on the Base.
- Attend all meetings to coordinate with City staff and JFTB staff working the event to discuss logistics of each race assignment (minimum of once a month).
- Actively participate in all scheduled pre-race participant informational meetings/clinics by presenting course instruction details and providing any race related information in response to participant inquiries. (Dates: TBA from 9-12 noon for the Reverse Triathlon Clinic and dates and times TBA for the Jr. Triathlon Clinic).
- Perform race management duties via phone, email and in person as dictated by the City.
- Attend all necessary event pre-planning and post evaluation event meetings as determined by the City of Los Alamitos.
- Examine and implement all event recommendations as documented in the past years’ race evaluations and applicable comments in the post event surveys. Race Management Company will be held accountable to the execution of necessary improvements to ensure the event’s overall success.
- Day-of Staff” must be in distinguishable clothing, hats and/or vests at the event.
- The costs associated with pre-planning and coordination hours only at $1,000 per month, in the event that due to unforeseen Military requirements or national disasters, the event is cancelled and ceases to take place on Packet Pick Up and Race Day. The City of Los Alamitos is not responsible for costs associated with Packet Pick Up or Event Day work/logistics should the event not occur out of the control of the City.
- Any specified duties listed above that require assistance from the City of Los Alamitos due to lack of RUN Racing Staffing or ability to complete each task will result in reduction of
pay to RUN Racing Inc. for the amount of City staff time and/or other costs for required time/expenses due to stepping in and finishing incomplete services.
EXHIBIT B
APPROVED FEE SCHEDULE

RUN Racing, LLC. will be paid for Race Management Services according to the following schedule:

- Total Management fee = $20,000 to be paid as follows for each year of the contract:
  - $10,000 paid by December 1
  - $10,000 paid by March 1
- 20% of any vendors or sponsors that are new to Race on the Base and directly acquired through RUN Racing contacts. Sponsors will pay the City and City will reimburse RUN Racing for their percentage.
Summary: This formalizes the services of Mike Balliet to provide on call consulting for Solid Waste Related services.

Recommendations: Authorize the Mayor to execute and enter into the Consulting Services Agreement with MBC (Mike Balliet Consulting).

Background

Solid Waste related issues are continually becoming complex issues in California. Legislation changes annually and compliance becomes more challenging. To keep up with the complex issue of Solid Waste, the City has used the Services of Mike Balliet.

Discussion

It is predicted that we will use Mr. Balliet’s services more frequently as we maneuver the complexities of Organic Waste, managing the existing contract with Republic Services and performing annual reporting and auditing.

The City has asked Mr. Balliet to submit a proposal for his services. In turn, the City Attorney’s Office has drafted the attached Consulting Services Agreement to solidify these services.

In Accordance with Section 2.60.130 of the Los Alamitos Municipal Code, contracts involving the acquisition of consulting services shall not be subject to the terms of the City’s Purchasing Policy. Because we expect such services to extend beyond the City Managers’ Ten Thousand Dollar ($10,000.00) Authority, we are seeking formal approval
for these services. The Agreement is for $125.00 per hour not to exceed Twenty-Thousand Dollars ($20,000.00) during this fiscal year expiring on June 30, 2018.

Fiscal Impact

The consulting estimate for the services is $20,000. If the City directs staff to move forward with the project, the contract would require a request for appropriation of funds to be provided by general fund non-departmental account 10.560.5260 Contractual Services.

Submitted By: Steven Mendoza, Development Services Director
Fiscal Impact Reviewed By: Maria-Luisa Valdez, Interim Administrative Services
Approved By: Bret M. Plumlee, City Manager

Attachment: 1. Consulting Services Agreement (including Exhibit A)
CONSULTING SERVICES AGREEMENT
Michael Balliet Consulting, LLC

THIS CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into, to be effective this 16th day of October 2017 ("Effective Date"), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation ("City"), and Michael Balliet Consulting, LLC, a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has determined that it requires the services of a qualified consulting services firm to provide as-needed solid waste diversion and state-mandated compliance consulting services ("Project").

B. Consultant represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and expertise, to provide the necessary services to City and has agreed to provide such services as set forth herein.

C. City desires to engage Consultant to provide such services subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. Consultant shall provide those services set forth in the On-Call Consulting Services Proposal, dated October 2, 2017, attached hereto as Exhibit "A" ("Scope of Services" and/or "Project Services"). Consultant shall provide the Project Services in compliance with all terms and conditions of this Agreement. Consultant warrants that all Project Services shall be performed in a skillful, competent, professional and satisfactory manner in accordance with all standards prevalent in the same profession in the State of California. Consultant represents and warrants that it is skilled in the professional discipline necessary to perform the Project Services. Consultant represents and warrants that it and all employees, subconsultants and subcontractors providing any services pursuant to this Agreement shall have sufficient skill and experience to perform the Project Services. All Project Services shall be completed to the reasonable satisfaction of City.

1.1.1 Resolution of Inconsistencies. In the event of any inconsistency between or among the terms and conditions contained in the main body of this Agreement and the Scope of Services, such inconsistency shall be resolved by applying the provisions in the
highest priority of the documents containing such inconsistency, which shall be determined in the following order of declining priority: (1st) the main body of this Agreement; and (2nd) the Scope of Services.

1.2 **Compliance with Law.** All Project Services shall be provided in accordance with all laws, ordinances, resolutions, statutes, rules, and regulations of City and any federal, state or local governmental agency of competent jurisdiction. Consultant shall be liable for all violations of such laws, ordinances, resolutions, statutes, rules and regulations in connection with performance of the Project Services. If Consultant performs any Project Services in violation of such laws, ordinances, resolutions, statutes, rules or regulations, Consultant shall be solely responsible for all penalties and costs arising therefrom. Consultant shall defend, indemnify, and hold City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to comply with such laws, ordinances, resolutions, statutes, rules or regulations.

1.3 **Licenses and Permits.** Prior to performing any Project Services, Consultant shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Project Services. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Consultant to perform the Project Services. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the Project Services, and shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Project Services.

1.4 **Familiarity with Work.** By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the Project Services to be performed, (b) has carefully considered how the Project Services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the Project Services under this Agreement.

1.5 **Care in Performance of Project Services.** Consultant shall adopt reasonable methods during the term of the Agreement to prevent losses or damage to materials, papers or other components of the Project Services, and shall be responsible for all such damages, to persons or property, until acceptance of the Project Services by the City, except such losses or damages as may be caused by City's own negligence.

1.6 **Non-Exclusive Agreement.** Consultant acknowledges that City may enter into agreements with other contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Consultant further acknowledges that City may have its own employees perform services similar to the services that are the subject of this Agreement.
2. **COMPENSATION**

2.1 **Maximum Contract Amount.** Consultant shall be compensated for the Project Services performed, including authorized reimbursements, on an on-call and as-needed hourly basis in accordance with the professional hourly rates and charges set forth in the Scope of Services in an amount not to exceed Twenty-Thousand Dollars ($20,000.00). The maximum amount of City’s payment obligation under this Agreement is the amount specified in this section.

2.2 **Method of Payment.** In any month in which Consultant wishes to receive payment, Consultant shall no later than first working day of such month, submit to the City, in a form approved by the City Manager or his designee, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Consultant and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. Within thirty (30) calendar days of receipt of invoice, City shall pay all undisputed amounts included on the invoice.

2.3 **Changes in Scope.** In the event any change or changes in the Scope of Services is requested by the City, the Parties shall execute a written amendment to this Agreement, signed by an individual authorized to formally bind the Party for which he/she is signing, setting forth with particularity all terms of such amendment, including, but not limited to, any additional professional fees. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or, (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant’s profession.

2.4 **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefore by the Los Alamitos City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

3. **SCHEDULE OF PERFORMANCE**

3.1 **Time of Essence.** Time is of the essence in the performance of this Agreement. The time for completion of the Project Services to be performed by Consultant is an essential condition of this Agreement.

3.2 **Schedule of Performance.** Consultant shall prosecute regularly and diligently the Project Services according to the periods specified in the Scope of Services. When requested by Consultant, extensions of the time period(s) specified in the Scope of Services may be approved in writing by the Contract Officer; however, the City shall not be obligated to grant any such extension.
3.3 Force Majeure. The time for performance of the Project Services may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Consultant, within ten (10) calendar days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the Effective Date and shall continue in full force and effect for a period of one (1) year, ending on June 30, 2018, unless extended by mutual written agreement of the Parties.

4. COORDINATION OF PROJECT SERVICES

4.1 Representative of Firm. The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act on its behalf with respect to the Project Services and to make all decisions in connection therewith: Michael L. Balliet. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Project Services performed hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager, and is subject to change by the City Manager. It shall be the Consultant's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Project Services, and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Project Services without prior
written consent of City. If Consultant is permitted by City to subcontract any part of this Agreement, Consultant shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the performance of Project Services will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

4.4.1 The legal relationship between the Parties is that of an independent contractor; nothing herein shall be deemed to make Consultant a City employee. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Consultant will determine the means, methods and details of performing the Project Services subject to the requirements of this Agreement. The personnel performing the Project Services on behalf of Consultant shall at all times be under Consultant’s exclusive direction and control. Neither City nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Consultant or any of its officers, employees, or agents, except as set forth in this Agreement. Consultant, its officers, employees or agents, shall not maintain a permanent office or fixed business location at City’s offices. City shall have no voice in the selection, discharge, supervision, or control of Consultant’s officers, employees, or agents in fixing their number, compensation, or hours of service. Consultant shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Project Services and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers’ compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Consultant in its business or otherwise a joint venturer or a member of any joint enterprise with Consultant.

4.4.2 Consultant shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

4.4.3 No City benefits shall be available to Consultant, its officers, employees, representatives, agents, subconsultants or subcontractors in connection with the performance of any Project Services. Except for professional fees paid to Consultant as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for the performance of any Project Services. City shall not be liable for compensation or
indemnification to Consultant, its officers, employees, representatives, agents, subconsultants or subcontractors, for injury or sickness arising out of the performance of any Project Services. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 herein, of any nature relating to salary, taxes, or benefits of Consultant’s officers, employees, representatives, agents, or subconsultants or subcontractors, Consultant shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 **PERS Eligibility Indemnification.**

4.5.1 In the event that Consultant or any officer, employee, representative, agent, subconsultant or subcontractor of Consultant providing any Project Services claims or is determined by a court of competent jurisdiction or the California Public Employee Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City against (1) all such claims and determinations, (2) for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its officers, employees, representatives, agents, subconsultants or subcontractors, and (3) the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

4.5.2 Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its officers, employees, representatives, agents, subconsultants or subcontractors providing any Project Services shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

5. **INSURANCE**

5.1 **Compliance with Insurance Requirements.** Consultant shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to City, all insurance required under this section. Consultant shall not commence any Project Services unless and until it has provided evidence satisfactory to City that it has secured all insurance required under this section. If Consultant’s existing insurance policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

5.2 **Types of Insurance Required.** As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Consultant shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

5.2.1 **Commercial General Liability Insurance.** Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance (CGL). Coverage shall be at least as broad as ISO Form CG 00 01
written on a per occurrence basis, including products and completed operations, property
damage, bodily injury and personal & advertising injury with limits of no less than One Million
Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the general
aggregate. The policy shall not contain any endorsements or provisions limiting coverage for
(1) contractual liability, (2) cross liability exclusion for claims or suits by one insured against
another, or (3) contain any other exclusion contrary to the Agreement.

5.2.2 Automobile Liability Insurance. Consultant shall obtain and maintain,
in full force and effect throughout the term of this Agreement, a policy of Automobile Liability
Insurance. Coverage shall be at least as broad as ISO Form CA 00 01 written on a per
occurrence basis, covering Code 1 (any auto), or if the Consultant has no owned autos, Code 8
(hired) and Code 9 (non-owned), with limits of no less than One Million Dollars ($1,000,000.00)
for each occurrence covering bodily injury and property damage.

5.2.3 Workers’ Compensation Insurance. Consultant shall obtain and
maintain, in full force and effect throughout the term of this Agreement, a policy of Workers’
Compensation Insurance in at least the minimum statutory amounts, and in compliance with all
other statutory requirements, as required by the State of California. Consultant agrees to waive
and obtain endorsements from its workers’ compensation insurer waiving all subrogation rights
under its workers’ compensation insurance policy against the City, its officials, officers,
employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if
any, to do likewise under their workers’ compensation insurance policies. Consultant shall also
obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of
Employer’s Liability Insurance written on a per occurrence basis with limits of at least One
Million Dollars ($1,000,000.00) per accident for bodily injury or disease. Notwithstanding the
foregoing, Consultant shall not be required to procure either Worker’s Compensation Insurance
or Employer’s Liability Insurance if Consultant provides written verification to the City that
Consultant does not have any employees.

5.3 Acceptability of Insurers. Insurance required by this section shall be issued by a
licensed company authorized to transact business in the state by the Department of Insurance for
the State of California with a current rating of A-:VII or better (if an admitted carrier), or a
current rating of A:X or better (if offered by a non-admitted insurer listed on the State of
California List of Approved Surplus Lines Insurers (LASLI)), by the latest edition of A.M.
Best’s Key Rating Guide, except that the City will accept workers’ compensation insurance from
the State Compensation Fund. In the event the City determines that the work or Project Services
to be performed under this Agreement creates an increased or decreased risk of loss to the City,
the Consultant agrees that the minimum limits of the insurance policies may be changed
accordingly upon receipt of written notice from the City. Consultant shall immediately substitute
any insurer whose A.M. Best rating drops below the levels specified herein.

5.4 Specific Insurance Provisions and Endorsements. Required insurance policies
shall not be in compliance if they include any limiting provision or endorsement that has not
been submitted to the City for written approval. Required insurance policies shall contain the
following provisions, or Consultant shall provide endorsements on forms approved by the City to
add the following provisions to the insurance policies:
5.4.1 **CGL and Auto Liability Endorsements.** The policy or policies of insurance required by this section for CGL and Automobile Liability Insurance shall be endorsed as follows:

5.4.1.1 **Additional Insured.** The City, its officials, officers, employees, agents and volunteers, shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement; and

5.4.1.1.1 **Additional Insured Endorsements.** Additional insured endorsements shall not (1) be restricted to “ongoing operations”, (2) exclude “contractual liability”, (3) restrict coverage to “sole” liability of Consultant, or (4) contain any other exclusions contrary to the Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

5.4.1.2 **Primary and Non-Contributing Insurance.** Each CGL and Automobile Liability Insurance policy shall be endorsed to be primary, and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance.

5.4.1.3 **Waiver of Subrogation.** Each CGL and Automobile Liability Insurance policy shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents and volunteers, or shall specifically allow Consultant or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Consultant hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Consultant hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

5.4.2 **Notice of Cancellation.** Each policy of any type shall be endorsed to provide that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) calendar days prior written notice has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Consultant’s failure to pay the insurance premium, the notice provided by the insurer to City shall be by not less than ten (10) calendar days prior written notice. (A statement that notice will be provided "in accordance with the policy terms" or words to that effect is inadequate to meet the requirements of this section.)

5.5 **Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be approved in writing by the City in advance. The decision whether to approve or withhold approval of a deductible or self-insured retention shall be made by the City in the City's sole and absolute discretion.

5.6 **Evidence of Coverage.** Concurrently with the execution of the Agreement, Consultant shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Consultant shall promptly furnish, at City’s request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City may require to verify coverage.
5.6.1 Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval.

5.6.2 **Authorized Signatures.** The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

5.6.3 **Renewal/Replacement Policies.** At least fifteen (15) calendar days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) calendar days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies meeting all requirements of this Agreement.

5.7 **Requirements Not Limiting.** Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

5.8 **Enforcement of Agreement (Non-Estoppel).** Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the City nor does it waive any rights hereunder.

5.9 **Insurance for Subconsultants.** Consultant shall either: (1) include all subconsultants or subcontractors engaged in the performance of Project Services on behalf of Consultant as additional named insureds under the Consultant’s insurance policies; or (2) Consultant shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. Consultant shall not allow any subconsultant or subcontractor to commence any work or services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section.

5.10 **Other Insurance Requirements.** The following terms and conditions shall apply to the insurance policies required of Consultant and its subconsultants and subcontractors, if any, pursuant to this Agreement:

5.10.1 Consultant shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of
the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

5.10.2 All insurance coverage and limits provided by Consultant and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

5.10.3 None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City and approved in writing.

5.10.4 Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Consultant’s obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

5.10.5 Consultant agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the provision of Project Services will be submitted to the City for review.

5.10.6 Consultant agrees to provide immediate written notice to City of any claim, demand or loss against Consultant arising out of the Work or Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

6. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend (at Consultant’s sole cost and expense with legal counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively “Claims”) in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officers, directors, employees, subconsultants, subcontractors, agents or invitees in connection with performance under this Agreement, or in any manner arising out of, pertaining to, related to, or incident to an alleged breach of this Agreement, including without limitation the payment of all consequential damages, expert
witness fees and attorneys’ fees and other related costs and expenses.

Notwithstanding the foregoing, and only to the extent that the Project Services performed by Consultant are subject to California Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Consultant’s indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the City, its officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused by the sole negligence or willful misconduct of that indemnified party.

7. **REPORTS AND RECORDS**

7.1 **Records.** Consultant shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Consultant shall keep such books and records as shall be necessary to properly perform the Project Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Project Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 **Reports.** Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Project Services as the Contract Officer shall require.

7.3 **Ownership of Documents.** All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

7.4 **Release of Documents.** Except to the extent otherwise required by law, no drawing, specification, report, record, document, or other material prepared by Consultant, its employees, subconsultants, subcontractors and agents in the performance of Project Services shall not be released publicly without the prior written approval of the Contract Officer.
8. **ENFORCEMENT OF AGREEMENT**

8.1 **California Law and Venue.** This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such County, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 **Waiver.** No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waiver or render unnecessary City’s consent to or approval of any subsequent act of Consultant. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.3 **Rights and Remedies Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

8.4 **Legal Action.** In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.5 **Termination Prior to Expiration of Term.** City reserves the right to terminate this Agreement, at any time, with or without cause, upon thirty (30) calendar days written notice to Consultant, except that where the continuation of services would constitute a danger to health, safety or general welfare, the period of notice shall be such shorter time as may be appropriate. Upon receipt of the notice of termination, Consultant shall immediately cease all Project Services, except as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all Project Services rendered prior to receipt of the notice of termination and for any Project Services authorized by the Contract Officer thereafter.

8.6 **Termination for Default of Consultant.**

8.6.1 Consultant’s failure to comply with any provision of this Agreement shall constitute a default.

8.6.2 If the Contract Officer determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. If such default is capable of being cured, Consultant shall have ten (10) calendar days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of
time, or if such default is not capable of being cured, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City’s right to terminate this Agreement without cause pursuant to Section 8.5.

8.6.3 If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.6.2, take over the Project Services and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total direct and indirect costs for completion of the Project Services required hereunder exceeds the Maximum Contract Amount, and City may withhold any payments to Consultant for the purpose of set-off toward the cost of completion of the Project Services. The withholding or failure to withhold payments to Consultant shall not limit Consultant’s liability for completion of the Project Services as provided herein.

8.7 Attorneys’ Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys’ fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) calendar days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding. For purposes of this section, "Reasonable attorney fees" shall be calculated by multiplying the actual number of hours reasonably expended by the attorney(s) handling the dispute on behalf of the prevailing Party by the hourly rate actually paid by the prevailing Party, but in no case shall the hourly rate exceed Two Hundred and Fifty Dollars ($250.00) per hour.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, subcontractors, subconsultants and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, disability, medical condition, color, creed, religion, sex, sexual orientation, marital status, age, national origin, or ancestry. Consultant shall take affirmative action to insure that applicants and employees are treated without regard to their race, disability, medical condition, color, creed,
religion, sex, sexual orientation, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 Confidentiality. Information obtained by Consultant in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Consultant for any purpose other than the performance of this Agreement without the written consent of the Contract Officer.

10.2 Patent and Copyright Infringement.

10.2.1 To the fullest extent permitted by law, and in lieu of any other warranty by City or Consultant against patent or copyright infringement, statutory or otherwise, it is agreed that Consultant shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information and assistance at Consultant’s expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the alleged negligence, recklessness or willful misconduct of Consultant. However, Consultant will not indemnify City if the suit or claim results from City's alteration of a deliverable where such alteration created the infringement upon any presently existing U.S. letters patent or copyright.

10.2.2 Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Consultant shall not be obligated to indemnify City under any settlement made without Consultant’s consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Consultant’s expense. If the use or sale of such item is enjoined as a result of the suit or claim, Consultant, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.3 Notices. Any notice, demand, request, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally during normal hours of operation of the Party receiving the notice, or sent by pre-paid, first-class mail to the address set forth below. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated on the day personally served, or two (2) business days from the date of mailing if mailed as provided in this section. Additionally, notices by email will be considered legal notice if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – Michael Balliet Consulting.
To City:  
Bret Plumlee, City Manager  
City of Los Alamitos  
3191 Katella Ave.  
Los Alamitos, CA 90720  
bplumlee@cityoflosalamitos.org

With copy to:  
Michael S. Daudt, City Attorney  
Woodruff, Spradlin & Smart  
555 Anton Blvd., Suite 1200  
Costa Mesa, CA 92626  
mdaudt@wss-law.com

To Consultant:  
Michal Balliet  
Michael Balliet Consulting  
30181 Outpost Rd.  
San Juan Capistrano, CA 92675  
Mballiet61@gmail.com

10.4 **Entire Agreement; Amendments in Writing.** This Agreement constitutes the entire agreement between the Parties and is intended as an integrated agreement, superseding all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.5 **Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the Parties hereunder.

10.6 **Successors in Interest.** This Agreement shall be binding upon and inure to the benefit of the Parties’ successors and assignees.

10.7 **Third Party Beneficiary.** Except as expressly provided herein, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

10.8 **Recitals.** The above-stated Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.
10.9 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”). Consultant agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the work or services provided pursuant to this Agreement, Consultant shall bear all risks of payment or non-payment of prevailing wages under California law, and Consultant hereby agrees to defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

10.0 Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which the Party for which he/she is signing is bound.

[SIGNATURES ON NEXT PAGE]
IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

“City”
City of Los Alamitos

By: ________________________________
Shelly Hasselbrink
Mayor

APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

By: ________________________________
Michael S. Daudt
City Attorney

ATTEST:

By: ________________________________
Windmera Quintanar, CMC
City Clerk

“Consultant”

Michael Balliet Consulting, LLC

By: ________________________________
Michael Balliet
President
EXHIBIT “A”

CONSULTANT’S PROPOSAL/ SCOPE OF SERVICES

DATED: October 2, 2017
Suggested On-Call Consulting Services Proposal – October 2, 2017

The various State mandates requiring City-action, your franchise hauler contract monitoring obligations, and general consulting services needs relating to solid waste and State compliance in general can best be met by a more generalized “on-call” services offering.

Therefore, herein I am proposing to provide on-call consulting services to the City of Los Alamitos at the rate of $125 per-hour. As City needs for consulting services arise I will perform such work as is directed. If any assigned work appears to require in excess of 20 billable hours, I will provide City staff with a written time estimate for task completion. If this task work ultimately requires more time than originally estimated, I will provide an update to this written time estimate and obtain City approval before exceeding the hours previously authorized.

I will prepare and provide periodic reports and invoices so that the City can track my work, as I have done on previous projects.

PROPOSED BY:

Signature: [Signature]
Name: Michael L. Balliet
Title: President
Company: Michael Balliet Consulting, LLC

ACCEPTED BY:

Signature: [Signature]
Name: Bret M Plumlee
Title: City Manager
Company: City of Los Alamitos

“Serving local jurisdictions since 1991”
To: Mayor Shelley Hasselbrink & Members of the City Council
Via: Bret M. Plumlee, City Manager
From: Maria-Luisa Valdez, Interim Administrative Services Director
Subject: Extension of Professional Services Agreement with Lance, Soll & Lunghard, for Professional Independent Financial Auditing Services

Summary: This agenda item seeks approval for a two year extension of the agreement with Lance, Soll & Lunghard, LLP, to provide professional independent financial auditing services for the City of Los Alamitos.

Recommendation: Authorize the Mayor to execute Amendment 1 to the Professional Services Agreement between the City of Los Alamitos and Lance, Soll & Lunghard, LLP, for professional independent financial auditing services for fiscal years 2017-18 and 2018-19, in an amount not to exceed $57,746.

Background

In June of 2015, the City Council approved a three year contract with the accounting firm of Lance, Soll & Lunghard, LLP, to perform its annual financial audit of the City’s financial records. The original agreement provided for an option to extend the agreement by an additional one or two years at the discretion of the City. The fee for all five years including the two year extension period was fixed at $28,873 per year.

Discussion

Audit services include:

- An audit performed in accordance with generally accepted auditing standards;
- An independent auditor’s report on the fair presentation of the financial statements in conformity with generally accepted accounting principles;
- A separate single audit report on grant activity, internal control and compliance with grantor requirements, if applicable;
• A separate management letter that discloses material and non-material weaknesses in internal control, legal and contractual matters, and auditor recommendations for improvement;
• A report on the GANN Appropriations Limit for each fiscal year

Staff has been pleased with the performance and timeliness of the audit firm and is recommending a two year extension of the contract at this time for the audits of fiscal years 2017-18 and 2018-19.

Fiscal Impact

The Fiscal Year 2017-18 Operating Budget will include sufficient funds for audit services of the 2016-17 fiscal year in the Administrative Services Department budget.

Submitted By: Maria-Luisa Valdez, Interim Administrative Services Director
Approved By: Bret M. Plumlee, City Manager

Attachments:  
1. Amendment # 1
2. Professional Services Agreement
AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT  
(City of Los Alamitos and Lance, Soll & Lunghard, LLP)

This Amendment No. 1 to Professional Services Agreement (“Amendment”) is made and entered into on this 16th day of October, by and between the City of Los Alamitos, a California charter city and municipal corporation, hereinafter referred to as “City”, and Lance, Soll & Lunghard, LLP, a limited liability partnership, hereinafter referred to as “Consultant”.

RECITALS

A. City and Consultant entered into that certain Professional Services Agreement for independent financial auditing services on June 15, 2015 (“Agreement”), which is incorporated herein by this reference.

B. City and Consultant desire to extend the term of the Agreement for two (2) years through June 30, 2019, subject to the terms and provisions of this Amendment.

NOW, THEREFORE, City and Consultant mutually agree as follows:

1. Section 3.4 of the Agreement is hereby amended and restated in its entirety to read as follows:

   “3.4 “Expiration Date”: June 30, 2019.”

2. Section 4 of the Agreement is hereby amended and restated in its entirety to read as follows:

   “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.”

3. For services provided to the City for fiscal years ending June 30, 2018 and June 30, 2019, the total compensation and costs payable to Consultant shall not exceed a sum of fifty-seven thousand seven hundred and forty-six dollars ($57,746.00) as set forth in Exhibit B of the Agreement.

4. Section 15 of the Agreement is hereby amended to specify that a courtesy copy of any notice to City shall no longer be sent to Cary S. Reisman, City Attorney. Instead, any such courtesy notice shall be addressed as follows:
5. Except as expressly modified above, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

6. The persons executing this Amendment on behalf of the parties hereto warrant that they are duly authorized to execute this Amendment on behalf of said parties and that by so executing the parties are formally bound to the provisions of this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the dates set forth below.

“City”
City of Los Alamitos
By: ______________________________
Brett Plumlee, City Manager
Date: _______________

“Consultant”
Lance, Soll & Lunghard, LLP
By: ______________________________
Richard K. Kikuchi, CPA, Partner
Date: _______________

Attest:
By: ______________________________
Windmera Quintanar, CMC, City Clerk
Date: _______________

Approved as to form:
By: ______________________________
Michael S. Daudt, City Attorney
PROFESSIONAL SERVICES AGREEMENT
(City of Los Alamitos/ Lance, Soll & Lunghard, LLP)

1. **IDENTIFICATION**

   THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Los Alamitos, a California municipal corporation ("City"), and Lance, Soll & Lunghard, LLP a limited liability partnership ("Consultant").

2. **RECITALS**

   2.1 City has determined that it requires the following professional services from a consultant: Financial Audit Services

   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 "Scope of Services": Such professional services as are set forth in Consultant’s March 20, 2015 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.

   3.2 "Approved Fee Schedule": Consultant shall perform the Services under this Agreement based on the fee schedule set forth in Exhibit B.

   3.3 "Commencement Date": June 16, 2015.

   3.4 "Expiration Date": June 30, 2017.

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. Upon approval by the City Council no later than June 30, 2017, the term may be extended by up to two years at the City’s sole election.

5. **CONSULTANT’S SERVICES**

   5.1 Consultant shall perform the services identified in the Scope of Services. City shall
have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total annual compensation and costs payable to Consultant under this Agreement exceed the amounts specified in Exhibit B unless specifically approved in advance and in writing by City.

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.).

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. 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 and Section 5.1 of this Agreement above.

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. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant unless otherwise required by law.

6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule.
7. **OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material with the exception of proprietary work papers ("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 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.

Under no circumstances shall Consultant look to the City as his employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant’s previously earned PERS retirement benefits, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation.

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, taxes, 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 which 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 expenses 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 statute 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 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 to 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 apply to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant’s performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars ($1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable. General Liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.”

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars ($1,000,000) per claimant and One Million dollars ($1,000,000) per incident.

11.1.3 Worker’s Compensation insurance if and as required by the laws of the State of California.

11.1.4 Professional Errors and Omissions Insurance with coverage limits not less than One Million Dollars ($1,000,000).

11.2 Consultant shall require each of its subcontractors to maintain insurance coverages that meet 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(s) 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 policies required by this Agreement are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall file with City’s Risk Manager such certificate(s) prior to commencement of work under this Agreement.

11.6 Consultant shall provide proof to the City’s Risk Manager 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 at least two weeks prior to the expiration of the coverages.

11.7 The general liability and automobile policies of insurance required by this Agreement shall contain endorsements 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 broker 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 other 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 guaranteeing payment of losses and expenses.

11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 10 of this Agreement.
12. MUTUAL COOPERATION

12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant’s services under this Agreement.

12.2 If any claim or action is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

13. RECORDS AND INSPECTIONS

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

14. PERMITS AND APPROVALS

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

15. NOTICES

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

If to City:
City of Los Alamitos
3191 Katella Ave.
Los Alamitos, CA 90720
Attn: Jason Al-Imam, Admin Svc. Dir.
Telephone: (562) 431-3538
Facsimile: (562) 493-1255

If to Consultant:
Lance, Soll & Lunghard, LLP
Attention: Richard Kikuchi
203 N. Brea Blvd., Suite 203
Brea, CA 92821
Telephone: (714) 672-0022
Facsimile: (714) 672-0022
16. **SURVIVING COVENANTS**

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

17. **TERMINATION**

17.1 City may terminate this Agreement for any reason on five calendar days’ written notice to Consultant. Consultant may terminate this Agreement for any reason on sixty 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 at the head of which it appears, the section or paragraph, and not such heading, shall govern 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 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 of this Agreement 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 of this Agreement. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in a writing signed by one authorized to bind the party asserted to have consented to the waiver.

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 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 from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants’ and attorneys’ fees incurred in such action. The venue for any litigation shall be Orange County, California and Consultant hereby consents to jurisdiction in Orange 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 enforced to the fullest extent permitted by law.

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

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

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

“City”
City of Los Alamitos

By ________________________________
Richard D. Murphy, Mayor

Date: 6-15-15

“Consultant”
Lance, Soll & Lunghard, LLP

By ________________________________
Richard Kikuchi, CPA, Partner

Date: 6-24-15

Attest:

By ________________________________
Windmera Quintanar, CMC, City Clerk

Date: 6-18-15

Approved as to form:

By ________________________________
Cary S. Reisman, City Attorney
PROPOSAL FOR
PROFESSIONAL AUDITING SERVICES

Prepared by:

Lance, Soll & Lunghard, LLP
Certified Public Accountants
203 N. Brea Blvd, Suite 203
Brea, CA 92821
(714) 672-0022

Contact Person:

Richard K. Kikuchi, CPA, Partner
richard.kikuchi@lsclcpas.com

March 20, 2015
CITY OF LOS ALAMITOS

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

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CITY OF LOS ALAMITOS

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

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March 20, 2015

Jason Al-Imam  
Administrative Services Director/Treasurer  
3191 Katella Ave.  
Los Alamitos, CA 90720

Lance, Soll & Lunghard, LLP is pleased to respond to your Request for Proposal for Professional Auditing Services. As a leader in the field of governmental accounting and auditing, we appreciate this opportunity given to us to present our professional qualifications. Because of our extensive public sector experience, dedication to excellence and determination to retain the brightest and most talented professionals, we are certain that Lance, Soll & Lunghard, LLP (LSL) is the most qualified accounting firm to provide professional auditing services to the City of Los Alamitos.

We are a public accounting firm licensed by the State of California, Department of Consumer Affairs, as a Public Accounting Partnership. All of our partners are Certified Public Accountants licensed by the State of California. As a firm, we are members of the American Institute of Certified Public Accountants and the California Society of Certified Public Accountants. All key staff to be assigned to this engagement are or will be licensed by the State of California to practice as Certified Public Accountants.

Lance, Soll & Lunghard, LLP agrees to provide the following annual services to the City of Los Alamitos for the three fiscal years beginning with fiscal year ending June 30, 2015 with the option of providing the same services for the two subsequent fiscal years.

1. **Perform an audit of all funds of the City of Los Alamitos.** The audit will be conducted in accordance with generally accepted auditing standards, the standards set forth for financial audits in the General Accounting Office's (GAO) Government Auditing Standards, the provisions of the federal Single Audit Act and U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments and Non-Profit Organizations as well as any other applicable federal, state, local or programmatic audit requirements. We will prepare and word process the City's Comprehensive Annual Financial Report (CAFR).

2. **If required, perform a single audit on the expenditures of federal grants** in accordance with the provisions of OMB Circular A-133 and the Single Audit Act.

3. **Perform agreed-upon procedures pertaining to the City's calculation of its Appropriation Limit** in accordance with Article XIII-B Appropriations Limit Uniform Guidelines and as mandated by the California Constitution.
Jason Al-Imam  
Administrative Services Director/Treasurer  
City of Los Alamitos

Upon the completion of the audit, we will issue the following reports:

1. An audit opinion on the fair presentation of the City's financial statements (CAFR) in conformity with generally accepted accounting principles.

2. A report on compliance and internal control over financial reporting based on an audit of the financial statements. We will communicate significant deficiencies and material weaknesses noted during the audit. Other matters will be reported in a separate letter to management.

3. A report of Agreed-Upon Procedures relative to the City's calculation of its Appropriation Limit in accordance with the Article XIII B Appropriations Limit Uniform Guidelines and as mandated by the California Constitution.

Upon identification or indication of irregularities or illegal acts, we will make an immediate written report to the City Manager and the Administrative Services Director.

At the start and at the conclusion of our audit, we will communicate to the City Council our responsibility under generally accepted auditing standards including significant accounting policies, management judgments and accounting estimates, significant audit adjustments, other information in documents containing audited financial statements, disagreements with management, management consultation with other accountants, major issues discussed with management prior to retention and difficulties encountered in performing the audit.

As part of the audits, we will assist the City with the preparation of the financial statements and related notes. The financial statements will be prepared in full compliance with the latest Government Accounting Standard Board (GASB) pronouncements. The City will designate an individual with suitable skill, knowledge and experience to oversee our services and will assume all management responsibilities. The City will review, approve, and accept responsibility for these financial statements and related notes. Our responsibility will be to issue an opinion on these financial statements.

All working papers and reports will be retained (at our expense) for a minimum of seven (7) years, unless we are notified in writing by the City of Los Alamitos of the need to extend that retention period. Upon written request, we will make working papers available to parties designated by the City. In addition, we will respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

Throughout the year, we will communicate periodically new state and national developments affecting municipal finance and reporting, standards and trends including changes in federal/state grant program accounting and reporting requirements. Also, the City's Finance staff will be invited to our annual GASB update which is usually held in the spring.

We currently maintained the following insurance coverage:

- General Liability: $3,000,000 per occurrence for bodily injury, personal injury and property.
- Automobile Liability: $1,000,000 per accident for bodily injury and property damage.
LSL *

Jason Al-Imam
Administrative Services Director/Treasurer
City of Los Alamitos

- Workers' compensation $1,000,000.
- Errors and Omissions Liability: $1,000,000 per occurrence.

The proposed schedule dates for the audit, in accordance with your RFP, will be as follows:

**Interim fieldwork** will be conducted during the month of July. Audit planning, documentation of systems of internal control and compliance, and transaction testing will be completed during the interim stage. A month prior to the start of the interim work, we will provide a list of schedules and items to be provided by the City. At the conclusion of the interim fieldwork, the plan for the year-end audit will be discussed and a list of schedules and items needed for the year-end fieldwork will be provided.

**Year-end fieldwork** will start during the first part of October. Financial statements testing, internal controls evaluation, and preparation of reports and letters will be completed during the year-end fieldwork.

The first day of the audit fieldwork at interim and year-end will include an entrance conference to establish liaison for the audit, discuss the work to be performed and obtain an update on the City's events since the last audit contact. Upon completion of the audit fieldwork and prior to issuing any audit reports or letters, we will schedule an exit conference with the Administrative Services Director to discuss observations, findings and potential recommendations for improvements.

**Preliminary draft of the reports and letters** will be provided during the first part of November to the Administrative Services Director. We will be available for any meetings that may be necessary to discuss the draft audit reports and letters.

**Final reports** including the completed CAFR, the Agreed-Upon Procedures Applied to the Appropriations Limit Schedule and the management letter will be delivered to the Administrative Services Director no later than December 23rd once all issues of discussion have been resolved.

The sections that follow describe the benefits your organization would receive from Lence, Soll & Lunghard, LLP. We are committed to provide the services discussed above in accordance with the timetable specified in your request for proposal. This proposal is a firm and irrevocable offer for a period of five (5) years. For purposes of this proposal, Richard K. Kikuchi, Partner, is authorized to make representations for our firm, empowered to submit this bid and authorized to sign a contract with the City of Los Alamitos. I can be reached at the address above, by phone at (714) 672-0022 or through email at richard.kikuchi@lslcpas.com.

Very truly yours,

Richard K. Kikuchi, Partner
LANCE, SOLL & LUNGHARD, LLP
INDEPENDENCE

Lance, Soll & Lunghard LLP meets the independence requirements as defined by Auditing Standards Generally Accepted in the United States of America and the U.S. General Accounting Office's Government Auditing Standards (2011 revision). We are a partnership consisting of nine partners who do not own any other business organization that has in the past, or will in the future, be providing services, supplies, materials or equipment to the City of Los Alamitos or its component units. Lance, Soll & Lunghard, LLP will provide written notice of any professional relationship entered into during the period of the proposed agreement.

We have not performed any engagement for the City of Los Alamitos or any of its component units within the past five years.

LICENSE TO PRACTICE IN CALIFORNIA

Lance, Soll & Lunghard, LLP is a public accounting firm licensed by the State of California, Department of Consumer Affairs, as a Public Accounting Partnership. All of our partners are Certified Public Accountants licensed by the State of California. As a firm, we are members of the American Institute of Certified Public Accountants and the California Society of Certified Public Accountants. All key staff to be assigned to this engagement are or will be licensed by the State of California to practice as Certified Public Accountants. Upon being awarded the contract for auditing services, we will obtain a Los Alamitos business license.

FIRM QUALIFICATIONS AND EXPERIENCE

Lance, Soll & Lunghard, LLP is a regional public accounting firm that has met the auditing needs of governmental entities throughout California for over 85 years. This experience has led to the development of efficient procedures that provide numerous client benefits. Our clients have grown to understand that an audit from Lance, Soll & Lunghard, LLP provides them with a wealth of knowledge, confidence and value added services.

SIZE OF THE FIRM AND SIZE OF THE FIRM GOVERNMENTAL AUDIT STAFF

Our firm has approximately 65 employees including nine partners and professional staff of approximately forty-five. Governmental staff consists of three partners, one senior manager, four managers, two supervisors, seven seniors and nine staff auditors. All personnel assigned to this engagement work on a full-time basis.
TECHNICAL PROPOSAL

FIRM QUALIFICATIONS AND EXPERIENCE (Continued)

Local government expertise is led by the following partners:

Richard K. Kikuchi, CPA, Partner
Bryan S. Gruber, CPA, Partner
Deborah A. Harper, CPA, Partner

LOCATIONS OF OFFICES

We have three offices in California which provide services to the western region of the United States. Our headquarters are located in Orange County in the City of Brea, California. We also have two other offices in Temecula Valley and Silicon Valley. The audit for the City of Los Alamitos will be staffed from our Orange County office.

NUMBER AND NATURE OF THE PROFESSIONAL STAFF

The professional staff employed on this engagement will include a partner, a concurring partner, an audit manager, an audit senior and one to two staff auditors. The audit senior will be the in-charge and will be present at all time during the audit fieldwork. All personnel assigned to this engagement work on a full-time basis. Our focused effort is to obtain and retain quality staff in order to maintain staff consistency and provide quality audit services with minimal disruption to our audit client.

PEER REVIEW

We are members of the American Institute of Certified Public Accountant’s Private Companies Practice Section, which has the requirement for peer review along with Generally Accepted Government Auditing Standards. We have participated in the peer review program since its inception and have undergone several peer reviews. The first review was conducted by Arthur Young & Company (now Ernst & Young) and the most recent by R.H. Johnston Accountancy Inc. Overall, they confirmed what we already knew, that our approach and procedures are in compliance with technical and professional pronouncements. All of these peer reviews covered governmental engagements. Our most recent peer review, conducted by R.H. Johnston Accountancy Inc., is included in Appendix A to this proposal.

DESK REVIEWS AND DISCIPLINARY ACTION

There have been no disciplinary actions against our organization since its inception. All of our Single Audit reports are desk reviewed either by the Federal cognizant agency or the State Controller’s Office acting as the Oversight Agency. We have never had a report rejected by any of these agencies. In fact, we are highly regarded and recognized by the staff of the State controller’s Office as a firm that always submits top quality reports.
PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

For the City of Los Alamitos, the personnel assigned to the engagement will be as follows:

- Engagement Partner
  Richard K. Kikuchi, CPA

- Concurring Partner
  Deborah A. Harper, CPA

- Audit Manager
  Maria-Luisa Valdez, CPA

- Audit Senior
  Ryan J. Dover

Additional Professional Staff of 1 to 2 on the LSL team.
Resumes for these individuals are located in Appendix B.

CONTINUING EDUCATION

As a firm policy, and in compliance with the continuing education requirements promulgated by the AICPA, General Accounting Office and the California Society of CPAs, all our staff auditors (certified and non-certified) meet the requirement of 40 hours of continuing education every year, with at least 24 hours in governmental accounting and auditing in a two year period. For our educational programs, we utilize in-house programs developed by our talent Development Director, California Society of CPAs courses, AICPA Government Audit Quality Center courses, and Government Finance Officers Association courses. Our formal education program was reviewed by independent firms during our peer review process and no exceptions were noted.
PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE (Continued)

PERSONNEL ASSIGNED TO THE AUDIT

The most critical component in the successful completion of an audit is the personnel assigned to carry out the responsibilities. We have assembled a Lance, Soll & Lunghard, LLP Team composed of individuals with the optimum mix of talents. The individuals assigned have experience in performing the tasks for which they are responsible, as well as familiarity with all government accounting operations. In addition, each has developed extensive skills in a variety of other complementary subjects through their work with clients in other industries. Thus, the experience gained on previous assignments can be applied and tailored to the unique needs of your organization. The partners at Lance, Soll & Lunghard, LLP are an integral part of the audit process and will routinely be overseeing and supervising staff personnel in the field.

STAFF AUDITORS

The firm’s policy of assigning in-charge to an engagement requires that the in-charge have at least three years of government auditing experience. He or she must have demonstrated a high degree of understanding of governmental accounting and auditing, as well as of the firm’s overall client philosophy. Having been assigned to the engagement before is also an important factor in assigning an in-charge supervisor or senior to an engagement. Any changes in personnel at the senior level or above will be approved by the City of Los Alamitos. Lance, Soll & Lunghard, LLP’s philosophy is to provide quality audit services with minimal disruption to City staff. Our focused efforts to obtain and retain quality staff have further enabled us to provide this to our clients.

PRIOR ENGAGEMENTS WITH THE CITY OF LOS ALAMITOS

We have not provided any services to the City of Los Alamitos within the last five years.
TECHNICAL PROPOSAL

SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENTAL ENTITIES

Similar engagements performed would be as follows:

City of Irwindale - Audit of a Comprehensive Annual Financial Report (CAFR) in accordance with GASB 34, which received the GFOA award. This service has been provided to the City for the last 18 years. Total hours were approximately 270. Last completed audit was for June 30, 2014. The engagement partner is Mr. Richard K. Kikuchi. Contact person: Ms. Eva Carreon, Finance Director (626) 430-2221 ecarreon@ci.irwindale.ca.us

City of Redlands - Audit and preparation of a Comprehensive Annual Financial Report (CAFR) which receives the GFOA award and a single audit in accordance with OMB A-133. Total hours spent on the engagement in the last fiscal year was 370. The engagement partner is currently Mr. Richard K. Kikuchi. These services have been provided to the City for the last 5 years. Contact person: Ms. Tina Kundig, Finance Director (909) 798-7543 tkundig@cityofredlands.org

City of San Marino - Audit of a Comprehensive Annual Financial Report (CAFR) in accordance with GASB 34. This service has been provided to the City for the last 21 years. Total hours were approximately 340. Last completed audit was for June 30, 2014. The engagement partner is Mr. Richard K. Kikuchi. Contact person: Ms. Lisa Bailey, Finance Director (626) 300-0700 lbailey@sanmarinoca.gov

City of Bell Gardens - Audit of a Comprehensive Annual Financial Report (CAFR) in accordance with GASB 34, which received the GFOA Award. We also performed an audit of the Successor Agency of Former RDA and a single audit in accordance with OMB A-133. These services have been provided to the City for the last 9 years. Last audit was for June 30, 2014. Total hours were approximately 430. The engagement partner is Mr. Richard K. Kikuchi. Contact person: Mr. Will Kaholokula, Finance Director (562) 806-7708 wkaholokula@bellgardens.org

City of Malibu - Audit of a Comprehensive Annual Financial Report (CAFR) in accordance with GASB 34, which received the GFOA award. These services have been provided to the City for the last ten years. Total hours were approximately 145. Last completed audit was for June 30, 2014. The engagement partner is Mr. Richard K. Kikuchi. Contact person: Ms. Reva Feldman, Assistant City Manager (310) 456-2489 rfeldman@ci.malibu.ca.us

A complete listing of our government audit clients, along with phone numbers of contact personnel and references as to services provided, is included in Appendix C of this proposal. We welcome you contacting any or all of these to get their opinion on the services we provide.
SPECIFIC AUDIT APPROACH

PROPOSED SEGMENTATION OF ENGAGEMENT

We utilize a governmental audit program which we will tailor to the City of Los Alamitos’s operations. The tailoring is necessary to accommodate specific client circumstances and to recognize differences in organizational structure. Our audit programs are organized by financial statement category. This approach takes full advantage of our accumulated experience. The primary benefit is that the risk of omitting important procedures is substantially reduced. We believe that this approach tends to be the most effective and efficient for an entity such as the City of Los Alamitos. The audit procedures are listed in the most logical sequence which improves efficiency. The savings in effort and time gained by using our audit program can free an auditor’s attention for unusual or difficult situations that may arise. The audit programs are designed to increase audit efficiency by linking financial statement assertions, audit objectives, and procedures that are basic to most governmental audit engagements.

LEVEL OF STAFF AND NUMBER OF HOURS TO BE ASSIGNED

The level of staff assigned and the number of hours estimated to be spent on each proposed segment is as follows:

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<th>Partners</th>
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<th>Senior</th>
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SPECIFIC AUDIT APPROACH (Continued)

SAMPLE SIZE AND EXTENT OF STATISTICAL SAMPLING

Our approach may be to utilize statistical sampling in the areas of receipts, disbursements and payroll. Here we develop a statistical conclusion based upon an initial computer selected random sample which is based on the population and other risk factors identified. If errors are noted in the sample, the sample size will be expanded. We believe that a random selection can be efficient, while providing each item in the population an equal chance of being selected. Additionally, we may select a stratified sample of all transactions over a specified dollar limit for review. This allows us to cover all high dollar value transactions not otherwise selected in the random sample. Our samples are selected randomly utilizing IDEA data analysis software.

EXTENT OF USE OF EDP SOFTWARE IN THE ENGAGEMENT

LSL performs paperless audits utilizing CaseWare Auditing Software and IDEA Software (for Data Extraction). We extensively use notebook computers in the field, with spreadsheet software, for financial statement preparation and analytical procedures. Our traditional approach is to "audit around" the computer, which means that we verify output by agreeing it, through our audit tests, with corresponding source input transactions. We do not use audit software that runs through the City's computer system. Like other aspects of the internal control structure, computer controls and processes are documented in our memoranda and questionnaires. We will consider whether specialized skills are needed to consider the effect of computer processing on the audit, to understand the internal control structure policies and procedures or to design and perform audit procedures. We will consider the complexity of the computer system and assess whether we can identify the types of misstatements that might occur.

TYPE AND EXTENT OF ANALYTICAL PROCEDURES

We use analytical procedures as an overall review of the financial information in the preliminary and final stages of the audit. These procedures are designed to assist us in planning our audit and in assessing the propriety of the conclusions reached and in the evaluation of the overall financial statement presentation. The procedures to be utilized consist of determining expectations for percentage increases and decreases between significant revenue, expenditure and balance sheet accounts, reading the financial statements and related notes, reviewing the budget and related material, and focusing on overall relationships within the financial statements. Once determined, these are reviewed to evaluate if the changes appear reasonable or require further analysis. For all significant differences, explanations are obtained as to why the situation occurred and additional substantive procedures may be applied and related evidence gathered to resolve concerns and questions.

APPROACH IN UNDERSTANDING THE CITY'S INTERNAL CONTROL STRUCTURE

To gain an understanding of the City of Los Alamitos's internal control structure, we will perform procedures as required by SAS 104-111. This will include documenting the major transaction classes, purpose of funds, structure of the City and to quantify materiality. We will review and make recommendations on the internal control structure, which consists of Control Environment, Accounting System and Control Procedures. We will review internal controls in the area of cash; investments; revenues and receivables; expenditures and accounts payable; payroll; inventories; property and
TECHNICAL PROPOSAL

SPECIFIC AUDIT APPROACH (Continued)

equipment, debt and debt service; insurance and claims. In addition, during the performance of the Single Audit, we will review areas of internal controls over federal grants, including general requirements; specific requirements; claims for advances and reimbursements and amounts claimed or used for matching.

Based on the result of our review, we will issue a formal internal control report (SAS 115 Letter) that will identify any significant deficiencies and/or material weaknesses noted. This report is required by the Government Auditing Standards issued by the Comptroller General of the United States, as well as the Single Audit Act. In addition, we will also issue a separate communication letter directly to the governing board. This letter would communicate any significant deficiencies or material weaknesses we identify in the internal control system and other matters that we feel should be communicated to the governing board. All internal control issues will initially be discussed with the Administrative Services Director at the exit meeting upon completion of the audit field work.

APPROACH IN DETERMINING LAWS AND REGULATIONS SUBJECT TO AUDIT TEST WORK

The Laws and Regulations that will be subject to audit test work are determined from the applicable laws, regulations, contracts, and grant agreements which we identify through the understanding we obtain of the City of Los Alamitos and our extensive experience with governmental entities.

APPROACH IN DRAWING AUDIT SAMPLES

For the purpose of tests of controls and tests of compliances with laws and regulations, we use audit sampling. Tests of controls are procedures directed towards determining the effectiveness of the design or operation of an internal structure policy or procedures. Normally, audit sampling is used for tests of controls that involve inspection of documents and reports indicating performance of the policy or procedures and, in many cases, re-performance of the application of the policy or procedures. These sampling procedures test the operating effectiveness of an internal control structure policy or procedures by determining how the policy or procedure was applied, the consistency with which it was applied during the audit period, and by whom it was applied. To achieve this goal, we draw samples in the area of disbursements, receipts and payroll. Each document selected will be tested for various attributes that are designed to verify compliance with different aspects of internal controls. Additionally, each sample item will be tested for coding to the proper accounts and posting to the general ledger.

IDENTIFICATION OF ANTICIPATED POTENTIAL AUDIT PROBLEMS

We do not anticipate any significant potential audit problems. However, our approach to resolving audit problems, once they have been identified, is to draw upon our internal resources to get the job done. Most of our clients have us prepare the financial statements and assist them in handling complicated accounting matters. Therefore, we have the resources to handle most problems encountered.
TECHNICAL PROPOSAL

REPORT FORMAT

Samples of the following required reports are included in Appendix D:

- Independent Auditors' Report
- Independent Auditors' Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards
- Audit Communication Letter
- Independent Accountants' Report on Agreed-Upon Procedures applied to Appropriations Limit Worksheets
November 13, 2013

To the Partners of Lance, Soll & Lunghard, LLP and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Lance, Soll & Lunghard, LLP (the firm) in effect for the year ended May 31, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm’s compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under Government Auditing Standards, and an audit of employee benefit plan.

In our opinion, the system of quality control for the accounting and auditing practice of Lance, Soll & Lunghard, LLP in effect for the year ended May 31, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Lance, Soll & Lunghard, LLP has received a peer review rating of pass.

R.H. Johnston Accountancy Inc.
RICHARD K. KIKUCHI, CPA
ENGAGEMENT PARTNER

Education: Bachelor of Arts Degree in Business Administration with an emphasis in Accounting - California State University, Fullerton 1985

License: Certified Public Accountant - California 1991

Continuing Education: Total hours were 142 in last three years of which 64 were in governmental accounting and auditing subjects. Mr. Kikuchi has met the Governmental Auditing Standards requirement for governmental CPE.

Memberships: California Society of Certified Public Accountants
American Institute of Certified Public Accountants
California Society of Municipal Finance Officers (Associate Member)
Government Finance Officers Association (Associate Member)

Experience: Over twenty years experience in governmental audits.

He is currently involved on the following major municipal engagements.

- City of Bell Gardens
- City of Big Bear Lake
- City of Pomona
- City of Rancho Cucamonga
- City of Coronado
- City of Chula Vista
- City of La Quinta
- City of Manhattan Beach
- San Diego County Water Authority
- American Water Work Association
- City of Canyon Lake
- City of Redlands
- City of Ontario
- City of Imperial Beach
- City of Santa Barbara
- City of Monrovia
- City of Malibu
- City of Indian Wells
- City of Wildomar

- This work entailed the preparation of the Comprehensive Annual Financial Report for those entities involved in the award programs of the California Society of Municipal Finance Officers and the Government Finance Officers Association of the United States and Canada.

- Mr. Kikuchi has the responsibility for overseeing federal single audits for these and other clients of our firm. These audits have met the requirements of the OMB and have been desk reviewed by the State Controller's Office.
Richard K. Kikuchi, CPA, Partner (Continued)

Achievements: Mr. Kikuchi recently sat on the California State Board of Accountancy's Qualifications Committee, which is an advisory committee established to examine and to make recommendations for all applicants for the license of Certified Public Accountant.

He currently serves as a technical reviewer for the Government Finance Officers Association (GFOA) and the California Society of Municipal Finance Officers (CSMFO).

Mr. Kikuchi sat on the CSMFO Special Districts Technical Committee and teaches an Introductory Governmental Accounting course through the CSMFO Career Development Committee.
DEBORAH A. HARPER, CPA
CONCURRING PARTNER

Education: Bachelor of Arts Degree in Business Administration with an emphasis in Accounting - California State University, Fullerton 2000

License: Certified Public Accountant – California 2005

Continuing Education: Total hours were 132 in last three years of which 68 were in governmental accounting and auditing subjects. Ms. Harper has met the Governmental Auditing Standards requirement for governmental CPE.

Memberships: California Society of Certified Public Accountants
American Institute of Certified Public Accountants
California Society of Municipal Finance Officers
(Government Finance Officers Association
(Associate Member)
Governmental Accounting and Auditing Committee

Experience: Over fourteen years of experience in governmental audits. During her time with the firm, Ms. Harper has performed all phases of our government audits and made numerous presentations to Boards of Directors and Audit Committees. She has been involved on the following similar engagements:

- Cucamonga Valley Water District
- Moulton Niguel Water District
- Coachella Valley Water District
- City of Irvine
- City of Aliso Viejo
- City of Laguna Niguel
- City of Monrovia
- City of Orange
- City of Seal Beach
- City of Simi Valley
- City of Thousand Oaks
- City of Chino Hills
- City of Azusa
- City of Glendora
- City of Menifee
- City of Corona
- City of Diamond Bar
- City of Banning
- City of Claremont
- City of Brea
- City of Fullerton

• This work entailed the preparation of the Comprehensive Annual Financial Report for those entities involved in the award programs of the California Society of Municipal Finance Officers and the Government Finance Officers Association of the United States and Canada.
Deborah A. Harper, CPA, Partner (Continued)

- Review the audit of these entities and provide technical assistance throughout the year to provide the most up to date information with current GASB pronouncement.

- Present the overall audit results to audit committees or other Board Members.

Achievements: Ms. Harper has developed and conducts various Lance, Soll & Lünghard, LLP municipal training courses for new associates and members of the firm.
MARIA-LUISA VALDEZ, CPA
AUDIT MANAGER

Education: Bachelor of Science Degree in Accountancy, Minor in Applied Mathematics – Loyola Marymount University, Los Angeles

License: Certified Public Accountant – California 2009

Continuing Education: Total hours were 160 in last four years of which 100 were in governmental accounting and Yellow Book auditing subjects. Ms. Valdez has met the Governmental Auditing Standards requirement for governmental CPE.

Memberships: California Society of Certified Public Accountants
American Institute of Certified Public Accountants

Experience: Over seven years of experience in governmental audits. Ms. Valdez has established herself as an outstanding asset and resource at LSL. She has demonstrated his talent in the area of municipal accounting and auditing. During her time with the firm, Ms. Valdez has performed all phases of our municipal audits, including CAFR audits, redevelopment agency audits and Single Audits. He has been involved in the following municipal engagements:

City of Whittier
Ms. Valdez served as the audit lead for the City of Whittier. As the audit lead, it has been Ms. Valdez’s responsibility to supervise all areas of the financial audit, which includes both the basic financial statements (CAFR) and Single Audit.

City of Malibu
Ms. Valdez serves as the Audit Manager for the City of Malibu in the current year. As the Audit Manager, it has been Ms. Valdez’s responsibility to oversee the fieldwork for all areas of the Financial Audit and the Single Audit in accordance with A-133. The City of Malibu receives the GFOA Award for Excellence in Financial Reporting each year.
Appendix B

Maria-Luisa Valdez, CPA, Audit Manager (Continued):

Ms. Valdez has also served the following engagements:

- County of San Bernardino
- City of La Habra
- County of San Diego
- County of Ventura
- County of Los Angeles
- City of Oceanside
- City of Agoura Hills
- City of Barstow
- City of San Buenaventura
- City of Garden Grove
- City of Santa Ana
- City of Compton
- California Prison Authority
- First 5 Los Angeles
- Ventura County Air Pollution Control District
- City of Vernon
- California State University System
- City of Whittier
- Henry Mayo Newhall Memorial Hospital
- City of Covina
- California State Auditor – Bureau of State Audits
- City of Rialto

Achievements: Ms. Valdez has been involved with teaching current audit and accounting related material at Lance, Soll & Lunghard, LLP’s in house training seminars.
RYAN J. DOVER
AUDIT SENIOR

Education: Bachelor of Arts Degree in Business Administration, Concentration in Accounting — California State University, Fullerton, 2011

License: Certified Public Accountant — In Process
Continuing Education: Total hours were 125 in last three years of which 74
Education: were in governmental accounting and auditing subjects. Mr. Dover has met the Governmental Auditing Standards requirement for governmental CPE.

Experience: Mr. Dover has progressed in an outstanding manner. During his time with the firm, Mr. Dover has performed all phases of our government audits, including water districts, other special districts, CAFR audits, successor agency audits and Single Audits. He has been involved in the following municipal engagements:

City of Solana Beach
City of Vista
City of Big Bear Lake
City of Emeryville
City of Walnut
City of Irvine
City of Menifee
City of Pomona
City of Inwindale
City of Irvine

City of Canyon Lake
City of Fullerton
City of Corona
City of South Gate
City Rolling Hills
City of Seal Beach
City of Palm Springs
City of Santa Barbara
City of Glendora
Orange County Fire Authority
<table>
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<th>Client</th>
<th>Contact Person</th>
<th>Service Code</th>
<th>Years</th>
<th>Telephone</th>
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<td>* Also Viejo</td>
<td>Ms. Gina M. Tharani, Director of Financial Services/City Treasurer</td>
<td>F</td>
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<td>848-425-3520</td>
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<td>American Water Works Association</td>
<td>Ms. S. Ramakrishna, Asst Exec. Director</td>
<td>F</td>
<td>2</td>
<td>909-291-2114</td>
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<tr>
<td>* Azusa</td>
<td>Mr. D. Paragas, Finance Director</td>
<td>F, S</td>
<td>17</td>
<td>626-812-5291</td>
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<td>Brea</td>
<td>Mr. L. Squire, Financial Services Manager</td>
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<td>714-990-7663</td>
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<td>Banning</td>
<td>Ms. M. Green, Accounting Manager</td>
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<td>951-922-3118</td>
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<td>* Bell Gardens</td>
<td>Mr. W. Ksholokula, Finance Director</td>
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<td>562-806-7708</td>
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<td>Big Bear Lake</td>
<td>Ms. K. Ent, Director of Admin. Services</td>
<td>F, S</td>
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<td>909-866-5831</td>
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<tr>
<td>Burbank</td>
<td>Ms. Cindy L Giraldo, Financial Services Dir</td>
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<td>618-228-5487</td>
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<td>Canyon Lake</td>
<td>Mr. T. Shea, Finance Director</td>
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<td>909-244-2955</td>
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<tr>
<td>* Cathedral City</td>
<td>Mr. K Biersack, Fiscal Officer</td>
<td>F, S</td>
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<td>760-770-0376</td>
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<td>* Chino Hills</td>
<td>Ms. J. L. Hoskins, Finance Director</td>
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<td>* Chula Vista</td>
<td>Ms. M. Kaczodynam, Finance Director</td>
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<td>* Claremont</td>
<td>Mr. A. Pittie, Acting Finance Director</td>
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<td>Coachella Valley Water District</td>
<td>Mr. Key Godfrey, Finance Director</td>
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<td>Corona</td>
<td>Ms. Kerry Eden, Finance Director</td>
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<td>* Corrado</td>
<td>Ms. L. Stider, Finance Director</td>
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<td>* Cucamonga Valley Water District</td>
<td>Mr. Chad Brantley, Finance Officer</td>
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<td>909-483-7453</td>
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<td>* Diamond Bar</td>
<td>Ms. Dianna Honeywell, Finance Director</td>
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<td>Dixon</td>
<td>Ms. J. Michaels-Aquilar, Finance Director</td>
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<td>Duarte</td>
<td>Mr. K. Petersen, Finance Director</td>
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<td>* Escondido</td>
<td>Ms. J. Ryan, Asst Finance Director</td>
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<tr>
<td>* Emeryville</td>
<td>Ms. M. Oberg, Finance Director</td>
<td>F, S</td>
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<td>* Fullerton</td>
<td>Mr. J. James, Director of Admin. Services</td>
<td>F, S</td>
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<td>714-738-8532</td>
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<td>* Glendora</td>
<td>Ms. E. Stoddard, Accounting Manager</td>
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<td>10</td>
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<td>Greater Los Angeles Vector Control</td>
<td>Ms. K. Biersack, District Manager</td>
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<td>Hidden Hills</td>
<td>Ms. C. Pagli, City Clerk</td>
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<td>Imperial Beach</td>
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<td>* Indian Wells</td>
<td>Mr. K. McCarty, Finance Director</td>
<td>F, S</td>
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<tr>
<td>* Irvine</td>
<td>Ms. D. Mullaney, Manager of Fiscal Services</td>
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<td>* Irwindale</td>
<td>Ms. E. Carrion, Finance Director</td>
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<td>* La Mirada</td>
<td>Ms. M. Pasqual, Finance Manager</td>
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<td>* La Quinta</td>
<td>Ms. R. Conrad, Finance Director</td>
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<td>Laguna Nigel</td>
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<td>Malibu</td>
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<td>Manhattan Beach</td>
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<td>Monrovia</td>
<td>Mr. M. Alvarado, Director of Admin. Services</td>
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<td>* Orange County Water District</td>
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<td>Ontario</td>
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<td>Orange</td>
<td>Mr. W. Kolbow, Finance Director</td>
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<td>* Orange County Water District</td>
<td>Mr. R. Fick, Chief Financial Officer</td>
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<td>* Palm Springs</td>
<td>Mr. G. Kiel, Finance Director</td>
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<td>* Pelos Verdes Estates</td>
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<td>* Rancho Cucamonga</td>
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<td>* Redlands</td>
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<td>Rolling Hills</td>
<td>Mr. T. Shea, Finance Director</td>
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<td>* Santa Cruz</td>
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<td>* San Diego County Water Authority</td>
<td>Ms. L. Wade, Controller</td>
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<td>San Dimas</td>
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<td>San Marino</td>
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<td>* Santa Barbara</td>
<td>Mr. B. Samario, Finance Director</td>
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<td>* Seal Beach</td>
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<td>* South Pasadera</td>
<td>Mr. D. Batt, Acting Finance Director</td>
<td>F</td>
<td>11</td>
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</table>

Service Codes:

F  -  Financial Audit
S  -  Single Audit of Federal Grants in accordance with OMB Circular A-133
I  -  Internal Audit Services

*  -  Participates in Award Programs and has received or anticipates receiving outstanding award
## LSL Listing of Current Government Audit Clients

<table>
<thead>
<tr>
<th>Client</th>
<th>Contact Person</th>
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<th>Years</th>
<th>Telephone</th>
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<td>Mr. J. Adams, Finance Director</td>
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<td>Three Valleys Water District</td>
<td>Mr. R. Hansen, General Manager</td>
<td>F</td>
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<td>609-626-4631</td>
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<td>Vista</td>
<td>Mr. D. Nielsen, Finance Manager</td>
<td>F</td>
<td>5</td>
<td>760-639-6170 x1023</td>
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<tr>
<td>Walnut</td>
<td>Ms. Maria Santos, Finance Manager</td>
<td>F</td>
<td>42</td>
<td>609-565-7543</td>
</tr>
<tr>
<td>Wildomar</td>
<td>Mr. G. Norquist, Finance Director</td>
<td>F</td>
<td>5</td>
<td>651-677-7751</td>
</tr>
</tbody>
</table>

### Service Codes:
- F - Financial Audit
- S - Single Audit of Federal Grants in accordance with OMB Circular A-133
- I - Internal Audit Services

* - Participates in Award Programs and has received or anticipates receiving outstanding award.
INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor and Members of the City Council
City of __________, California

Report on Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of __________, California, (the City) as of and for the year ended June 30, 2015, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity’s preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control. Accordingly, we express no such opinion.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of __________, California, as of June 30, 2015, and, the respective changes in financial position and, where applicable, cash flows thereof and the respective budgetary comparison for the General Fund and Grants Special Revenue Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management’s discussion and analysis be presented to supplement the basic financial statements. Such information, although not a part of the
To the Honorable Mayor and Members of the City Council  
City of ________, California

basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City’s basic financial statements. The introductory section, combining and individual nonmajor fund financial statements, schedules, and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements.

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

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated __________, 2015, on our consideration of the City’s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the City’s internal control over financial reporting and compliance.

Sincerely,

[Signature]

Brea, California  
[Date] 2015
INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH GOVERNMENT AUDITING STANDARDS

To the Honorable Mayor and Members of the City Council
City of ________ California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of ________ California, (the City) as of and for the year ended June 30, 2015, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated __________, 2015.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of City's internal control. Accordingly, we do not express an opinion on the effectiveness of City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.
To the Honorable Mayor and Members of the City Council
City of Malibu, California

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Brea, California

_______, 2015
To the Honorable Mayor and Members of the City Council
City of __________ California

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of __________ (the City) for the year ended June 30, 2015. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, Government Auditing Standards and OMB Circular A-133, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated __________, 2015. Professional standards also require that we communicate to you the following information related to our audit.

**Significant Audit Findings**

**Qualitative Aspects of Accounting Practice**

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in the notes to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year ended June 30, 2015. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

No new accounting policies were adopted and the application of existing policies was not changed during the year ended June 30, 2015.

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

The financial statement disclosures are neutral, consistent, and clear.

**Difficulties Encountered in Performing the Audit**

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

**Corrected and Uncorrected Misstatements**

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. No misstatements were found. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.
To the Honorable Mayor and Members of the City Council
City of __________, California

Disagreements with Management

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

Management Representations

We have requested certain representations from management that are included in the management representation letter dated __________, 2015.

Management Consultations with Other Independent Accountants

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

Other Matters

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

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

The following new Governmental Accounting Standards Board (GASB) pronouncements were effective for fiscal year 2014-2015 audit:

GASB Statement No. 68, Accounting and Financial Reporting for Pensions – An Amendment of GASB Statement no. 27.

GASB Statement No. 69, Government Combinations and Disposals of Government Operations.

GASB Statement No. 71, Pension Transition for Contributions Made Subsequent to Measurement Date.

The following Governmental Accounting Standards Board (GASB) pronouncements are effective in your next fiscal year 2015-2016 audit and should be reviewed for proper implementation by management.
To the Honorable Mayor and Members of the City Council
City of __________, California

GASB Statement No. 72, Fair Value Measurement and Application.

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

Very truly yours,

[Signature]

Brea, California
INDEPENDENT ACCOUNTANTS' REPORT ON AGREED-UPON PROCEDURES APPLIED TO APPROPRIATIONS LIMIT WORKSHEETS

To the Honorable Mayor and Members of the City Council
City of ________, California

We have performed the procedures enumerated below to the accompanying Appropriations Limit Worksheet No. 6 (or other alternative computation) of the City of ________, California, for the year ended June 30, 2015. These procedures, which were agreed to by the City of ________ and the League of California Cities (as presented in the publication entitled Agreed-Upon Procedures Applied to the Appropriations Limitation Prescribed by Article XIII-B of the California Constitution), were performed solely to assist the City of ________ in meeting the requirements of Section 1.5 of Article XIII-B of the California Constitution. The City of ________'s management is responsible for the Appropriations Limit Worksheet No. 6 (or other alternative computation).

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below, either for the purpose for which this report has been requested, or for any other purpose.

The procedures performed and our findings were as follows:

1. We obtained the completed Worksheets No. 1 through No. 7 (or other alternative computations) and compared the limit and annual adjustment factors included in those worksheets to the limit and annual adjustment factors that were adopted by resolution of the City Council. We also compared the population and inflation options included in the aforementioned worksheets to those that were selected by a recorded vote of the City Council.

   Finding: No exceptions were noted as a result of our procedures.

2. For the accompanying Appropriations Limit Worksheet No. 6, we multiplied line A, last year's limit, by line D, ratio of change, and agreed the resulting amount to line E, this year's limit.

   Finding: No exceptions were noted as a result of our procedures.

3. We compared the current year information presented in the accompanying Appropriations Limit Worksheet No. 6 to the other worksheets described in No. 1 above.

   Finding: No exceptions were noted as a result of our procedures.

4. We compared the prior year appropriations limit presented in the accompanying Appropriations Limit Worksheet No. 6 to the prior year appropriations limit adopted by the City Council for the prior year.

   Finding: No exceptions were noted as a result of our procedures.
To the Honorable Mayor and Members of the City Council
City of ________, California
Page 2

We were not engaged to, and did not perform an audit, the objective of which would be the expression of an opinion on the accompanying Appropriations Limit Worksheet No. 6 (or other alternative computation). Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you. No procedures have been performed with respect to the determination of the appropriations limit for the base year, as defined by the League publication entitled Article XIIIIB Appropriations Limitation Uniform Guidelines.

This report is intended solely for the information and use of the City Council and Management of the City of ________, and is not intended to be, and should not be, used by anyone other than these specified parties. However, this report is a matter of public record and its distribution is not limited.

[Signature]

Brea, California
__________, 2015
Appendix D

CITY OF
2014-2015
APPROPRIATIONS LIMIT CALCULATION

A. 2013-2014 APPROPRIATIONS LIMIT: $20,243,066

B. 2014-2015 CHANGE IN PER CAPITA PERSONAL INCOME: 5.12%

C. 2014-2015 CHANGE IN POPULATION: 0.69%

D. RATIO OF CHANGE (1.0512 x 1.0069) x 1.058453

E. 2014-2015 APPROPRIATIONS LIMIT: ($20,243,066 x 1.058453) $21,426,340
EXHIBIT B
APPROVED FEE SCHEDULE

The total all-inclusive maximum price for the three fiscal years beginning with the audit of the fiscal year ending June 30, 2015 with the option for two subsequent fiscal years is as follows:

<table>
<thead>
<tr>
<th>Nature of Services to be Provided</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comprehensive Annual Financial Statements</td>
<td>$23,563</td>
<td>$24,243</td>
<td>$24,243</td>
<td>$24,243</td>
<td>$24,243</td>
</tr>
<tr>
<td>Single Audit (if required)</td>
<td>4,060</td>
<td>4,180</td>
<td>4,180</td>
<td>4,180</td>
<td>4,180</td>
</tr>
<tr>
<td>Appropriation Limit Agreed-Upon Procedures</td>
<td>440</td>
<td>450</td>
<td>450</td>
<td>450</td>
<td>450</td>
</tr>
<tr>
<td><strong>Total All-Inclusive Maximum Price</strong></td>
<td><strong>$28,063</strong></td>
<td><strong>$28,873</strong></td>
<td><strong>$28,873</strong></td>
<td><strong>$28,873</strong></td>
<td><strong>$28,873</strong></td>
</tr>
</tbody>
</table>
COST PROPOSAL
PROFESSIONAL AUDITING SERVICES

Prepared by:

Lance, Soll & Lungard, LLP
Certified Public Accountants
203 N. Brea Blvd, Suite 203
Brea, CA 92821
(714) 672-0022

Contact Person:

Richard K. Kikuchi, CPA Partner
richard.kikuchi@lslcpas.com

March 20, 2015

ORIGINAL
For the purpose of this proposal, Richard K. Kikuchi, Partner, is authorized to make representations for our firm, empowered to submit this bid and authorized to sign a contract with the City of Los Alamitos. I can be reached at the address above, by phone at (714) 672-0022 or through email at richard.kikuchi@lsicpas.com.

Richard K. Kikuchi, Partner
LANCE, SOLL & LUNGHARD, LLP

TOTAL ALL-INCLUSIVE MAXIMUM PRICE FOR THE THREE FISCAL YEARS BEGINNING WITH FISCAL YEAR ENDING JUNE 30, 2015 WITH THE OPTION FOR TWO SUBSEQUENT FISCAL YEARS

<table>
<thead>
<tr>
<th>Nature of Services to Be Provided</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comprehensive Annual Financial Statements</td>
<td>$23,563</td>
<td>$24,243</td>
<td>$24,958</td>
<td>$25,667</td>
<td>$26,313</td>
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<tr>
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<td>4,180</td>
<td>4,310</td>
<td>4,440</td>
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<td>450</td>
<td>460</td>
<td>470</td>
<td>490</td>
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<tr>
<td>Total All Inclusive Maximum Price</td>
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<td>$28,873</td>
<td>$29,728</td>
<td>$30,577</td>
<td>$31,513</td>
</tr>
<tr>
<td>Category</td>
<td>Hours</td>
<td>Standard Hourly Rates</td>
<td>Quoted Hourly Rates</td>
<td>Total</td>
<td></td>
</tr>
<tr>
<td>------------------</td>
<td>-------</td>
<td>-----------------------</td>
<td>---------------------</td>
<td>--------</td>
<td></td>
</tr>
<tr>
<td>Partners</td>
<td>11.0</td>
<td>$ 280</td>
<td>$ 252</td>
<td>$ 2,772</td>
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<tr>
<td>Managers</td>
<td>27.5</td>
<td>185</td>
<td>167</td>
<td>4,593</td>
<td></td>
</tr>
<tr>
<td>Supervisory Staff</td>
<td>71.0</td>
<td>140</td>
<td>126</td>
<td>8,946</td>
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<tr>
<td>Staff</td>
<td>104.0</td>
<td>125</td>
<td>113</td>
<td>11,752</td>
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<tr>
<td>Other</td>
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</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>213.5</td>
<td></td>
<td></td>
<td><strong>28,063</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Out-of-Pocket Expenses</strong></td>
<td></td>
<td>Included</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Meals and Lodging</td>
<td></td>
<td>Included</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transportation</td>
<td></td>
<td>Included</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (Specify)</td>
<td></td>
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</table>

Total All-Inclusive Maximum Price for the 2015 Audit $ 28,063
<table>
<thead>
<tr>
<th>Category</th>
<th>Hours</th>
<th>Standard Hourly Rates</th>
<th>Quoted Hourly Rates</th>
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<tbody>
<tr>
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<td>$259</td>
<td>$2,849</td>
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<td>$191</td>
<td>$172</td>
<td>$4,730</td>
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<td>Supervisory Staff</td>
<td>71.0</td>
<td>$144</td>
<td>$130</td>
<td>$9,230</td>
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<tr>
<td>Staff</td>
<td>104.0</td>
<td>$129</td>
<td>$116</td>
<td>$12,064</td>
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<tr>
<td>Other</td>
<td></td>
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<td></td>
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<tr>
<td>Subtotal</td>
<td>213.5</td>
<td></td>
<td></td>
<td>$28,873</td>
</tr>
</tbody>
</table>

Out-of-Pocket Expenses Included
Meals and Lodging Included
Transportation Included
Other (Specify) Included

Total All-Inclusive Maximum Price for the 2016 Audit $28,873
LANCE, SOLL & LUNGHARD, LLP

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
FOR THE AUDIT OF THE 2017 FINANCIAL STATEMENTS

<table>
<thead>
<tr>
<th></th>
<th>Hours</th>
<th>Standard Hourly Rates</th>
<th>Quoted Hourly Rates</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partners</td>
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<td>$297</td>
<td>$267</td>
<td>2,937</td>
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<td>Managers</td>
<td>27.5</td>
<td>197</td>
<td>177</td>
<td>4,868</td>
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<tr>
<td>Supervisory Staff</td>
<td>71.0</td>
<td>148</td>
<td>133</td>
<td>9,443</td>
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<tr>
<td>Staff</td>
<td>104.0</td>
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<td>120</td>
<td>12,480</td>
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<tr>
<td>Other</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>213.5</td>
<td></td>
<td></td>
<td>29,728</td>
</tr>
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Out-of-Pocket Expenses Included
Meals and Lodging Included
Transportation Included
Other (Specify) Included

Total All-Inclusive Maximum Price for the 2017 Audit $29,728
# SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

FOR THE AUDIT OF THE 2018 FINANCIAL STATEMENTS

<table>
<thead>
<tr>
<th></th>
<th>Hours</th>
<th>Standard Hourly Rates</th>
<th>Quoted Hourly Rates</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partners</td>
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<td>$306</td>
<td>$275</td>
<td>$3,025</td>
</tr>
<tr>
<td>Managers</td>
<td>27.5</td>
<td>$203</td>
<td>$183</td>
<td>$5,033</td>
</tr>
<tr>
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<td>71.0</td>
<td>$152</td>
<td>$137</td>
<td>$9,727</td>
</tr>
<tr>
<td>Staff</td>
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<td>$137</td>
<td>$123</td>
<td>$12,792</td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Subtotal</td>
<td>213.5</td>
<td></td>
<td></td>
<td>$30,577</td>
</tr>
<tr>
<td>Out-of-Pocket Expenses</td>
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<td>Included</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Meals and Lodging</td>
<td></td>
<td>Included</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transportation</td>
<td></td>
<td>Included</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (Specify)</td>
<td></td>
<td>Included</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total All-Inclusive Maximum Price for the 2018 Audit</td>
<td></td>
<td>$30,577</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# Schedule of Professional Fees and Expenses
For the Audit of the 2019 Financial Statements

<table>
<thead>
<tr>
<th></th>
<th>Hours</th>
<th>Standard Hourly Rates</th>
<th>Quoted Hourly Rates</th>
<th>Total</th>
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<td>$284</td>
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<tr>
<td>Subtotal</td>
<td>213.5</td>
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<td>$31,513</td>
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Out-of-Pocket Expenses
- Meals and Lodging
- Transportation
- Other (Specify)

Total All-Inclusive Maximum Price for the 2019 Audit $31,513
If it should become necessary for the City to request the auditor to render any additional service to either supplement the services required in this Proposal, or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City and the firm. Any such additional work agreed to between the City and the firm shall be performed at the following rates:

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Changes in rates for the four subsequent fiscal years are based on a 3% consumer price index increase.
MANNER OF PAYMENT

Progress billing will be made on the basis of hours of work completed during the course of the engagement. Interim billings shall cover a period of not less than a calendar month. The final ten percent (10%) of the total all-inclusive maximum price will be billed upon delivery of the final reports.
**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER:**
Lockton Affinity, LLC
P. O. Box 679610
Kansas City, MO 64187-9610

**INSURER:**

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
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<tr>
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**CONTACT:**

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<tr>
<td>Lockton Affinity, LLC</td>
<td>866-386-2544</td>
<td>(ARC, No)</td>
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**EXPIRATION DATE:**

| DATE(MM/DD/YYYY) | 06/19/2015 |

**PRODUCER CONTACT:**

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<tr>
<td>Lance, Soll &amp; Lunghard, LLP</td>
<td>203 N. Brea Blvd. #203 Brea, CA 92821</td>
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**COVERAGES**

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**REVISION NUMBER:**

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**ADDITIONAL SUBSCRIBER INSURED:**

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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101):**

Additional Remarks Schedule, may be attached if more space is required.

**CERTIFICATE HOLDER: City of Los Alamitos**

<table>
<thead>
<tr>
<th>ADDRESS</th>
<th>LOGO</th>
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<tbody>
<tr>
<td>3191 Katella Avenue</td>
<td></td>
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<tr>
<td>Los Alamitos, CA 90720</td>
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</table>

**CANCELLATION:**

| SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |

© 1984-2014 ACORD CORPORATION. All rights reserved.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: if the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
CHUCK HYNEMAN
18371-A LEMON DRIVE
YORBA LINDA
CA 92886

CONTACT NAME: CHUCK HYNEMAN
PHONE: 714-777-9823
FAX: 714-777-8898

IMPORTANT: if the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

INSURED
KIKUCHI, RICHARD (GEN PARTNER) AND HALE, DAVIS (GEN PARTNER) DBA: LANCE, SOLL & LUNGHARD, LLP
203 N BREA BLVD.
BREA
CA 92821

INSURER(S) AFFORDING COVERAGE
INSURER A: FARMERS INSURANCE GROUP
NAIC #: 21652

COVERAGES: CERTEificate NUMBER: REVISION NUMBER:

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

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WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

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<th>ANY PROPRIETOR/PROFESSIONAL/EXECUTIVE OFFICER/MEMBER EXCLUDED?</th>
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<th>A</th>
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<tbody>
<tr>
<td>IS THERE DESCRIPTION UNDER DESCRIPTION OF OPERATIONS BELOW?</td>
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</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CITY OF LOS ALAMITOS
3191 KATELLA AVENUE
LOS ALAMITOS
CA 90720

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SIGNED

© 1988-2014 ACORD CORPORATION. All rights reserved.
WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

Named: KIKUCHI, RICHARD
Insured: HALE, DAVID
203 N BREA BLVD # 203
BREA, CA 92821

Agent: 97 50 384
Policy Number of the Company: A2009 84 07
2014

Effective Date: 10/01/2014

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization for which you perform work under a written contract that requires you to obtain this agreement from us.

The additional premium for this endorsement shall be 3% of the Workers' Compensation premium otherwise due for the state(s) listed below on such remuneration, subject to a minimum charge of $250.

All written contracts in the state(s) of:

CA

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

Countersigned

Authorized Representative

Exhibit XIII

23
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Liberty Company Insurance Brokers
111 Pacifica, #125

Irvine CA 92618

INSURED
Lance Soll & Lunghard LLP
203 N. Brea Blvd., #203

Brea CA 92821

CONTACT NAME: Kathy Jesser
PHONE (877) 777-0870 FAX (866) 496-1455
E-MAIL: kjesser@libertycompany.com

INSURER(S) AFFORDING COVERAGE
INSURER A: National Fire Ins Co of Hartford 020478
INSURER B: Continental Casualty Company 20443

DATE (MM/DD/YYYY) 6/5/2015

COVERAGE CERTIFICATE NUMBER: 15-16 - Master
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY APPEAR, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER LTR TYPE OF INSURANCE ADDITIONAL INSURED (W/D) POLICY NUMBER POLICY EFF PERIOD (MM/DD/YYYY) POLICY EXP. PERIOD (MM/DD/YYYY) LIMITS
A COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR 35092237835 4/1/2015 4/1/2016 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA occurrence) $ 2,000,000
MED EXP (Any one person) $ 300,000
PERSONAL & ADV. INJURY $ 10,000
GENERAL AGGREGATE $ 2,000,000
PRODUCTS - COMMODITY AGG $ 4,000,000
Employee benefits $ 2,000,000

AUTOMOBILE LIABILITY
ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS HIRED & NON OWNED ONLY

B UMBRELLA LIA B EXCESS LIAB OCCUR CLAIMS-MADE

SHARED LIMIT $ 10,000

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if more space is required)

Re: Operations of the Named Insured as on file with the insurance carrier. City of Los Alamitos is Additional Insured as respects General Liability per SB146932-E 06/11, which includes primary and non contributory wording and Waiver of Subrogation.

NOTE: "All insurance is occurrence based & not claims made based."

*C As Required by Written Contract*

CERTIFICATE HOLDER
JAl-Imam@cityoflosalamitos
City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Rick Butts/MCONEZ

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City of Los Alamitos

Agenda Report          October 16, 2017
Consent Calendar       Item No.: 10F

To:   Mayor Shelley Hasselbrink & Members of the City Council
From: Bret M. Plumlee, City Manager
Subject: California WaterFix and California EcoRestore

**Summary:** Los Alamitos recognizes the importance of the California WaterFix and EcoRestore project and would like to formally support the project.

**Recommendation:** Adopt Resolution No. 2017-22, entitled, “A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, STATING SUPPORT FOR THE CALIFORNIA WATERFIX AND CALIFORNIA ECORESTORE.”

**Background**

As a critical source of water supply, the California Bay Delta provides approximately 30 percent of Southern California’s water supply annually. That number is higher in South Orange County, which relies heavily on imported water from the Metropolitan Water District of Southern California.

Municipal Water District of Orange County (MWDOC) participated in the recent Orange County Water Reliability Study (Study) evaluating scenarios and projects that enhance or sustain water supplies to the region. Modeling shows the California WaterFix, as currently proposed, represents the most cost-effective, large-scale reliability solution to improving Orange County’s water supply reliability over the next 25 years.

The supply analyses in the Study assumed that the California WaterFix results in “recovery” (i.e., prevents the future loss) of historical supplies in the amount of 440,000 acre-feet per year on average.

MWDOC Directors in December passed a resolution of support for the California WaterFix, which is approaching the final stages for its permits and environmental documents (EIR/EIS and Record of Decision). The profile and level of support for these two programs needs to be raised. More than 100 alternatives were considered during a 10-year study period that drew 30,000 public comments before Plan 4a, the WaterFix, was recommended.
Discussion

The California WaterFix involves construction and design of the three new water intakes north of the Delta and the two, 32-mile, 9,000 cfs underground tunnels that will provide operational pumping flexibility and protect against water supply disruption. However, much remains to be determined, especially with respect to the financing, regulatory certainty and operating criteria for the project.

In addition to water management and quality benefits, a large and growing consensus understands that the Delta is in an unsustainable position and needs to be “fixed” to accommodate the many competing interests for the future, especially with regard to ensuring the area is a sustainable ecosystem. The status quo is yielding a continuing degradation of the Delta systems, levee integrity and water supply reliability. The companion initiative to the California WaterFix is the EcoRestore, which seeks to achieve the State’s co-equal goal of habitat restoration and reliability of supplies. EcoRestore is initially charged with 30,000 acres of restoration efforts under an accelerated effort by 2020 to improved habitat conditions for fisheries migration, restore tidal and non-tidal wetland habitat for native wildlife, and improve connectivity among existing grassland and other natural habitats.

Success in the Delta continues to rely on the implementation of the California WaterFix and EcoRestore to achieve the co-equal goals. The ecological health of the Delta and fish species are fundamentally linked to the reasonable use and export of water supplies. Although total restoration of the Delta to the historical past is not possible, there can be significant improvements in how best to approach the management of the Delta’s combined water and land resources in a manner that will realistically achieve improvements in both water supply reliability and ecosystem protection of the Delta’s endangered or threatened aquatic species.

Based on these proposed improvements in system conveyance and habitat restoration, staff recommends the Board of Directors adopt a support position for the California WaterFix and California EcoRestore and Preferred Alternative (No.4A) as described in the environmental documents, with reasonable adherence to the current, public operating criteria and cost allocation principles and assumptions.

Fiscal Impact

None.

Submitted and Approved By: Bret M. Plumlee, City Manager

Attachment: 1. Resolution No. 2017-22
RESOLUTION NO. 2017-22

A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, STATING SUPPORT FOR THE CALIFORNIA WATERFIX AND CALIFORNIA ECORESTORE

WHEREAS, the Delta, formed by the confluence of the Sacramento and San Joaquin Rivers as they come together and flow into San Francisco Bay, is a major water hub for California’s water supply system for the majority of the State, including 30 percent of the supplies for Southern California, and therefore underpins the overall economy of California, which stands equivalent to the 6th largest country in the world; and,

WHEREAS, the Delta historically was a complex and dynamic natural system driven by tidal fluctuations and natural marsh flooding that has been highly altered over the last 100 years, with many of the levees and islands reclaimed from former marshlands for development or farming. The Delta was never intended to be a water conveyance facility. The scientific consensus is that the Delta is not sustainable as it exists today and that changes must be made to stabilize conditions; and,

WHEREAS, from a fisheries, farming and water-management perspective, the Delta will continue to decline, at an increasing rate as sea levels rise and continuing subsidence caused by farming result in salinity intrusion, artesian conditions and levee failures, which will become more frequent and more expensive to mitigate or repair as time passes; and,

WHEREAS, 25 million residents rely on water from the Delta, and local conservation cannot replace the water the Delta has historically supplied to Southern California even though that amount is only 4 percent of the annual average Delta flows; and,

WHEREAS, no practicable and economically efficient way exits to improve existing levees to keep pace with sea level rise or prevent levee collapse during a large earthquake. The consequences to the Bay Delta ecosystem, the water supply and the California economy would be immediate, severe and negative when these events occur; and,

WHEREAS, Voters approved the State Water Project (SWP) about 55 years ago, yet it was never completed as envisioned to include an independent conveyance facility that would allow increased capture and storage of water during periods of high flows and would also minimize conflicts with fisheries; and,

WHEREAS, as the result of federal court decisions, U.S. Fish & Wildlife Service and National Marine Fisheries Service Biological Opinions, as well as other regulatory
constraints to protect native species in the Delta, the SWP has not been able to collect, store, and deliver an estimated volume of 3.6 million acre-feet of water since 2008; and,

WHEREAS, although restoration of the Delta to the conditions of the historical past is not possible, much has been learned through science studies about what is needed to improve the management and utilization of the Delta that can enhance fish, wildlife and water management for the future; and,

WHEREAS, Governor Brown’s California WaterFix and California EcoRestore proposal provide a framework of how best to approach managing the Delta’s combined water and land resources in a manner that will realistically achieve improvements in both water supply reliability and ecosystem protection for the Delta as an evolving place by balancing the many competing demands; and,

WHEREAS, the California WaterFix and Eco-Restore proposal will help with water supply reliability by improving essential ecosystem functions so that populations of endangered or threatened aquatic species will be strengthened; and,

WHEREAS, the California EcoRestore will pursue more than 30,000 acres of critical Delta restoration over the next five years, including the improvements of habitat conditions for fisheries migration, restoring tidal and non-tidal wetland habitat for native wildlife, and improving connectivity among existing grassland and other natural habitats; and,

WHEREAS, the California WaterFix includes construction of three intakes north of the Delta, two 35-mile tunnels up to 150 feet below the Delta and Clifton Court forebay modifications, all of which will provide operational pumping flexibility and protect against water supply disruption due to sea-level rise, earthquakes and flood events; and,

WHEREAS, the three new intakes north of the Delta will improve environmental conditions in the Delta by reducing reverse-flow conditions, minimizing the trapping of migrating fish and reducing diversions during critical fish-migration periods, which will allow more operational flexibility to enhance water deliveries, especially during wet periods; and,

WHEREAS, improving the SWP system can increase regional storage reserve levels. These storage reserves are used to protect the region from devastating effects of drought and other emergencies. The California WaterFix will help ensure that Orange County will have sufficient supplies at critical times when we need them; and,

WHEREAS, the 2016 Orange County Water Reliability Study revealed a number of important findings with implications for the county’s water reliability, including that projected water shortages would be too frequent and overall reliability would not be sustainable by as early as 2030 without new supply and system investments by the Metropolitan Water District of Southern California (MET), its member agencies and Orange County; and,
WHEREAS, Orange County should strongly advocate for the implementation of the California WaterFix and EcoRestore, as it represents the most cost-effective large-scale reliability solution to improve regional water supply reliability for all of Southern California. The Orange County water reliability supply analyses assumes the California WaterFix results in “recovery” of historical supplies in the amount of approximately 440,000 acre-feet per year on average and notes that adjustments to the project costs or supply development could result in changes to this recommendation; and,

WHEREAS, Orange County ratepayers have invested millions of dollars to build and maintain the SWP as well as portions of Metropolitan’s regional storage, distribution, and treatment systems that take delivery of SWP supplies. Modernizing the system through the California WaterFix will protect this investment for decades to come; and,

WHEREAS, moving forward with the California WaterFix will not be an inexpensive endeavor; however, it is the most cost-effective investment of the ratepayers’ dollars to maintain and continue our economic vitality for the region. Furthermore, all of the costs for California WaterFix will be paid for exclusively by water agencies benefiting from the project; and,

WHEREAS, to do nothing in the Delta is far costlier to the businesses, residents, and economy in the State of California and Orange County than investing in the California WaterFix and California EcoRestore.

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 does hereby support the California EcoRestore and California WaterFix Preferred Alternative (No.4A) as described in the environmental documents with reasonable adherence to the current, public operating criteria and cost allocation principles and assumptions.

SECTION 3. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 16th day of October, 2017.

________________________________
Shelley Hasselbrink, Mayor
ATTEST:

________________________________________
Windmera Quintanar, CMC, City Clerk

APPROVED AS TO FORM:

________________________________________
Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, CMC, 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 October, 2017, by the following vote, to wit:

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

________________________________________
Windmera Quintanar, CMC, City Clerk
City of Los Alamitos

Agenda Report                                      October 16, 2017
Consent Calendar                                    Item No.: 10G

To:      Mayor Shelley Hasselbrink & Members of the City Council
Via:     Bret M. Plumlee, City Manager
From:    David L. Hunt, City Engineer
          Steven A. Mendoza, Development Services Director

Subject: Extra Request for Main Tree and Electrical Conduit in Los Alamitos Boulevard Median Improvement Project (CIP No. 16/17-08)

Summary: This report recommends actions to add the main tree and electrical conduit to the construction of the Los Alamitos Boulevard Median Improvement Project (CIP No. 16/17-08).

Recommendation: Authorize the City Manager to purchase tree from Element Wholesale in Costa Mesa, CA and add the electrical conduit required by Edison using a portion of the available construction contingency budget for the project.

Background

At the March 20, 2017 City Council meeting the lowest bid was awarded to GMC Engineering. The bids included the construction of medians along four segments of Los Alamitos Boulevard but did not include the main tree in the median island closest to Katella Avenue. The City Engineer removed the tree from the bid documents because the only trees available at that time were from out of state and contractors were quoting cost between $50,000 to $60,000.

Discussion

The Landscape Architect designer located several trees and made a recommendation of a Thuja Plicata (Green Giant) that is 25 feet tall and is 9 feet in diameter at the base. It is located at Berylwood Tree Farm in Somis, CA. Cost for the tree is $11,000 and $4,000 for delivery and installation for a total of $15,000.00. If we added this to GMC Contract he would add 20% to 30% markup on those costs which is why we want to purchase directly from the tree broker. Warranties will be the same as if our contractor did it.

There is one large extra work order for the installation of approximately 1,000 feet of 3 inch conduit so that Edison can run their line from their vaults to the lights and the sprinkler
controllers. Edison was asked during the design phase, but they were late in getting this information back to the City. As a result, the Electrical Engineer (sub-consultant) did not include this item in the bid, because he did not know which vaults were available to power this project. At this point, Edison has now provided the City with all the information needed.

**Fiscal Impact**

The City Council approved a total budget of $2,002,553.00 on March 20, 2017. Included in that amount was a construction budget of $1,638,685.00, $200,000.00 for engineering invoices and inspection and project management, and a construction contingency budget of $163,868.00. To date, we have had some plus and minus items on the project and are still close to the original construction budget without using any contingencies.

The cost for the tree is $11,000 plus $4,000 for delivery and installation for a total of $15,000.00.

The City is currently negotiating the price with the contractor; the price is projected to range between $60,000.00 to $80,000.00.

Both costs will be paid from the construction contingency budget.

Submitted By: Dave Hunt, City Engineer  
Reviewed By: Steven A. Mendoza, Development Services Director  
Fiscal Impact: Maria-Luisa Valdez, Interim Administrative Services Director  
Approved By: Bret M. Plumlee, City Manager

*Attachment: 1. 84” Thuja Plicata “Green Giant” picture*
Alternate 2 – Thuja Plicata (Green Giant)

$11,000 for the tree, $4,000 for delivery and installation. Total = $15,000

(Used at Disneyland and landscape architect’s recommendation)

84" Thuja plicata 'Green Giant' - 25'-25.5' x 9'-10' x 9"
City of Los Alamitos

Agenda Report
Consent Calendar

October 16, 2017
Item No.: 10H

To: Mayor Shelley Hasselbrink & Members of the City Council
Via: Bret M. Plumlee, City Manager
From: Steven A. Mendoza, Development Services Director
David L. Hunt, City Engineer

Subject: Approval of Plans and Specifications, and Authorization to Bid for Community Center Roof Repair Project (CIP No. 17/18-02)

Summary: This report recommends actions to begin facilitating the construction of portions of the Community Center Roof Repair Project.

Recommendations:

1. Approve the plans and specifications for the construction of the Community Center Roof Repair Project (CIP No. 17/18-02); and,

2. Authorize Staff to advertise and solicit bid proposals.

Background

During the winter storm of 2017, the Community Center roof experienced a significant amount of damage as a result of leakage throughout the building. The areas affected by the leaks consist of: the slope roof over the kitchen, the craft room, activity rooms 2 and 3 and the flat roof section around the air conditioners over activity rooms 2 and 3. This project will also include the repair of the water damaged bathroom in the Community Center.

Discussion

The following is an approximate timeline for the completion of the ADA Ramp Improvement Project:

- 10/16/17 Approval of plans & specifications by the City Council
- 10/25/17 Advertise project
- 11/9/17 Bid opening
• 11/20/17     Award of Contract
• 12/4/17     Start of construction
• 12/29/17     End of construction

Fiscal Impact

The construction estimate for this project is $35,000.00. Funding for this project will be covered by Facilities, Street and Park Fund. The budgeted numbers include construction and construction management.

Submitted By: Dave Hunt, City Engineer
Reviewed By: Steven A. Mendoza, Development Services Director
Fiscal Impact Reviewed By: Maria-Luisa Valdez, Interim Administrative Services Director
Approved By: Bret M. Plumlee, City Manager

Attachment: 1. Plans and Specifications are available for review in the City Clerk’s Office
Summary: This report recommends awarding a bid for the ADA Ramps in New Dutch Haven and Sidewalks throughout the City.

Recommendations:

1. Award Bid of the ADA Ramps in New Dutch Haven and Sidewalks throughout the City to Golden State Constructors, Inc., in the amount of $ 65,255.00; and,

2. Authorize the Mayor to execute the contract for the project; and,

3. Authorize to add additional $43,840.00 of sidewalk work to the bid price and execute change orders, in an amount not to exceed the contingency reserve of $10,905.00 and $30,000 for design, construction management for a maximum contract amount of $150,000.00.

Background

The City of Los Alamitos proposes to construct ten ADA ramps in New Dutch Haven, in conjunction with the replacement of various sidewalks throughout the City.

Discussion

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

- 10/16/2017 Award of Contract
- 10/30/2017 Start of construction
- 12/1/2017 End of construction
Project Bid Results
Notices announcing the solicitation of bids for this project were printed in the local publications, consisting of: the News-Enterprise and the F.W. Dodge publication known as the "Green Sheet".

Bids for the ADA Ramps in New Dutch Haven and Sidewalks throughout the City were publicly opened on October 10, 2017 at 2:00 pm. From the nine (9) total bids received, it was determined by Staff that the lowest responsible bid submitted was from, Golden State Construction with a total bid amount of $ 65,255.00. The bid results are provided below:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Golden State Constructors, Inc.</td>
<td>$ 65,255.00</td>
</tr>
<tr>
<td>FS Contractors, Inc.</td>
<td>$ 81,500.00</td>
</tr>
<tr>
<td>Ruiz Concrete</td>
<td>$ 81,975.20</td>
</tr>
<tr>
<td>S&amp;H Civil Works</td>
<td>$ 85,900.00</td>
</tr>
<tr>
<td>CEM Construction Corp</td>
<td>$ 86,950.00</td>
</tr>
<tr>
<td>Alfaro Communication Construction, Inc.</td>
<td>$ 92,300.00</td>
</tr>
<tr>
<td>Vido Samarzich</td>
<td>$104,100.00</td>
</tr>
<tr>
<td>EBS General Engineering, Inc.</td>
<td>$105,000.00</td>
</tr>
<tr>
<td>Gentry General Engineer, Inc.</td>
<td>$143,800.00</td>
</tr>
<tr>
<td>Average</td>
<td>$ 94,086.69</td>
</tr>
</tbody>
</table>

Fiscal Impact

Given that the lowest bid received was at a range lower than expected, we are requesting an additional $42,840.00 to be used to repair sidewalk at the bid price of $8.35 per square foot. The budget for this project is $150,000.00. Funding for this project will be covered by CDBG Funds ($135,000.00) and the Measure M Fund ($15,000.00). The budgeted numbers include design, construction and construction management.

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>$ 65,255.00</td>
</tr>
<tr>
<td>Additional Sidewalk work at bid price</td>
<td>$ 43,840.00</td>
</tr>
<tr>
<td>Contingency</td>
<td>$ 10,905.00</td>
</tr>
<tr>
<td>Inspection and Project Management</td>
<td>$ 30,000.00</td>
</tr>
<tr>
<td>Total</td>
<td>$ 150,000.00</td>
</tr>
</tbody>
</table>

Submitted By: David L. Hunt, City Engineer
Reviewed By: Steven A. Mendoza, Development Services Director
Fiscal Impact Reviewed By: Maria-Luisa Valdez, Interim Administrative Services Director
Approved By: Bret M. Plumlee, City Manager

Attachments: 1. Articles of Agreement – ADA Ramps in New Dutch Haven and Sidewalks throughout the City
2. Summary Bid Items
ARTICLES OF AGREEMENT

ADA CURB RAMP IMPROVEMENT PROJECT
NEW DUTCH HAVEN NEIGHBORHOOD – CIP 17/18-01
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

ADA CURB RAMP IMPROVEMENT PROJECT NEW DUTCH HAVEN NEIGHBORHOOD – CIP 17/08-01, (“AGREEMENT”) is made and entered into for the above-stated project this 16th of October 2017, BY AND BETWEEN the City of Los Alamitos, a municipal corporation, hereafter designated as “AGENCY”, and GOLDEN STATE CONSTRUCTION a California 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 NEW DUTCH HAVEN NEIGHBORHOOD – CIP 17/18-01, 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 Sixty-Five Thousand, Two Hundred Fifty-Five and Zero Cents ($65,255.00), unless specifically approved in advance and in writing by AGENCY.

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

B. This AGREEMENT is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to 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 $200.00 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
CITY OF LOS ALAMITOS
3191 Katella Avenue
Los Alamitos, CA 90720

**CONTRACTOR:** Ronnie Cochran
Golden State Constructors
208 E. Orangethorpe Avenue
Placentia, CA 92870

**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 ________________________________.
CONTRACTOR: Golden State Constructors

________________________________________
Ronnie Cochran – President
Contractor’s License No. 867060

Subscribed and sworn to this _______ day of _________, 2017.

NOTARY PUBLIC ______________________________ ____________________________ (SEAL)

AGENCY:
________________________________________
Bret M. Plumlee, Mayor
City of Los Alamitos

ATTESTED:
________________________________________
Windmera Quintanar, CMC, City Clerk
City of Los Alamitos

APPROVED AS TO FORM:
________________________________________
Michael S. Daudt, City Attorney
City of Los Alamitos

(E X E C U T E I N D U P L I C A T E)
PAYMENT BOND
ADA CURB RAMP IMPROVEMENT PROJECT
NEW DUTCH HAVEN NEIGHBORHOOD CIP 17/18-01

WHEREAS, the City of Los Alamitos, as AGENCY has awarded to Golden State Contractors, as CONTRACTOR, a contract for the above-stated project;

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law;

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of Sixty-Five Thousand, Two Hundred Fifty-Five and Zero Cents ($65,255.00), which is one hundred percent (100%) of the total contract amount for the above-stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this day of _____________________, 2017.

Contractor* Ronnie Cochran, President
Golden State Contractors
208 E. Orangethorpe Avenue
Placentia, CA 92870
714-625-8758

Surety* ____________________________________________________
__________________________________________________________
__________________________________________________________

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

Subscribed and sworn to this ___ day of _____________________, 2017.
(EXECUTE IN DUPLICATE)
FAITHFUL PERFORMANCE BOND
ADA CURB RAMP IMPROVEMENT PROJECT
NEW DUTCH HAVEN NEIGHBORHOOD – CIP 17/18-01
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

KNOW ALL PERSONS BY THESE PRESENTS that Golden State Contractors, hereinafter referred to as “CONTRACTOR” as PRINCIPAL, and, a corporation duly organized and doing business under and by virtue of the laws of the State of California and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings as Surety, are held and firmly bound unto the CITY OF LOS ALAMITOS, CALIFORNIA, hereinafter referred to as the “AGENCY” in the sum of Sixty-Five Thousand, Two Hundred Fifty-Five and Zero Cents ($65,255.00), which is one hundred percent (100%) of the total contract amount for the above stated project; lawful money of the United States of America for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas CONTRACTOR has been awarded and is about to enter into a Contract with AGENCY to perform all work required pursuant to the contract documents for the project entitled: ADA CURB RAMP IMPROVEMENT PROJECT NEW DUTCH HAVEN NEIGHBORHOOD – CIP 17/18-01 CONTRACT which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract;

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

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

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this________________ day of , 2017.

Contractor* Ronnie Cochran, President
Golden State Constructors
208 E. Orangethorpe Avenue
Placentia, CA 92870
714-625-8758

SURETY* ………………………

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for their respective authorized representatives. Power of Attorney must be attached.
Subscribed and sworn to this ___ day of _____________ , 20__

NOTARY PUBLIC.................................................................................................. (SEAL)

(EXECUTE IN DUPLICATE)
MAINTENANCE BOND
ADA CURB RAMP IMPROVEMENT PROJECT
NEW DUTCH HAVEN NEIGHBORHOOD – CIP 17/18-01
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

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

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of Thirty-Two Thousand, Six Hundred Twenty-Seven and Fifty Cents ($32,627.50), which is fifty percent (50%) of the total contract amount for the above-stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this____ day of ......................................, 2017.

Contractor*   Ronnie Cochran, President
Golden State Contractors
208 E. Orangethorpe Avenue
Placentia, CA 92870
714-625-8758

SURETY*  ______________________________________________
____________________________________________
____________________________________________
____________________________________________

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

Subscribed and sworn to this .......... day of............................., 20__.
NOTARY PUBLIC.................................................................................................. (SEAL)

(EXECUTE IN DUPLICATE)

NON-COLLUSION AFFIDAVIT
The undersigned declares:

I am the _______________ of _______________________, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _______[date], at _______________[city], _______________[state].

__________________________________
Signature of Declarant

__________________________________
Printed Name of Declarant
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: ___________  Golden State Constructors
(Contractor)

By: __________________________________________
(Signature)

___________________________________________
(Title)

Attest:
By: __________________________________________
(Signature)

___________________________________________
(Title)

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

Name of Insurance Company:

Policy Number:

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

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

It is agreed that the City of Los Alamitos, its officers and employees, are included as Additional Insurers under the contracts of insurance for which the Certificate of Insurance is given.

________________________________________
Authorized Insurance Agent

Date: ____________________________________
STATEMENT REGARDING INSURANCE COVERAGE

ADA CURB RAMP IMPROVEMENT PROJECT
NEW DUTCH HAVEN NEIGHBORHOOD – CIP 17/18-01
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

NAME OF BIDDER: ...........................................................................................................

MAILING ADDRESS: ...........................................................................................................

...........................................................................................................................

...........................................................................................................................

AUTHORIZED SIGNATURE: ..............................................................................................

TITLE: ...............................................................................................................................

DATE: .............................................................................................................................
STATEMENT REGARDING CONTRACTOR’S LICENSING LAWS

ADA CURB RAMP IMPROVEMENT PROJECT
NEW DUTCH HAVEN NEIGHBORHOOD – CIP 17/18-01
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 therefore**, except in any of the following cases:

   (1) The person is particularly exempted from this chapter.

   (2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.

b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars ($4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

   In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, “the price of the contract” for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licensor.

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: _____________________________________________

License Expiration Date: _____________________________________________

Authorized Signature: _____________________________________________

Date: _____________________________________________
CITY OF LOS ALAMITOS  
CIP 17/18-01  
ADA CURB RAMP IMPROVEMENT PROJECT  
NEW DUTCH HAVEN NEIGHBORHOOD

TOTAL BIDS RECEIVED: 9

### SCHEDULE A

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**PROJECT TOTAL**  
$65,255.00  
$81,500.00  
$81,975.20

### SCHEDULE A

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**PROJECT TOTAL**  
$85,900.00  
$86,950.00  
$92,300.00

### SCHEDULE A

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**PROJECT TOTAL**  
$104,100.00  
$105,000.00  
$143,800.00
City of Los Alamitos

Agenda Report October 16, 2017
Consent Calendar Item No.: 10J

To: Mayor Shelley Hasselbrink & Members of the City Council
Via: Bret M. Plumlee, City Manager
From: Steven A. Mendoza, Development Services Director
       David L. Hunt, City Engineer
Subject: Acceptance of Street Dedication at 3342 Cerritos Ave for Street Purposes

Summary: A street dedication has been offered to the City by the property owner of 3342 Cerritos Ave. The owners want to provide clarity to the title as it creates confusion with the lenders for this property. The City currently has a Street Easement over Cerritos Avenue and Sausalito Street for these areas and is responsible for both these areas of the streets.


Background

The owners, Monte Collins and Deborah Collins Slimmer, of Assessor’s Parcel Number (242-222-11) at 3342 Cerritos Ave are requesting that the City of Los Alamitos accept and record the fee dedication of that certain portion of Cerritos Avenue along their northerly property line and Sausalito Street along their southerly property line. See attachment. The Certain Legal description encroaches in the City’s right of way and the property owner would like to eliminate any confusion as to the legal right of way line of Cerritos Avenue and Sausalito Street. The City currently has a Street Easement over Cerritos Avenue and Sausalito Street for these areas and is responsible for both streets. The property owner is in the process of demolishing the improvements on the site and is working towards the redevelopment of the property. In their discussions with prospective lenders, it is beneficial for the owners to clear up the title as it creates confusion with the lenders. The acceptance and recordation of the street dedication will not change any of the City’s rights or responsibilities now or in the future.
Discussion

Staff has confirmed the identity of the property owners and the legal description and plat attached to the street dedication have been reviewed by staff and were determined to be technically acceptable. It is recommended now that the City Council authorize the City Clerk to accept this street dedication.

Fiscal Impact

None.

Submitted By: Dave Hunt, City Engineer
Reviewed By: Steven A. Mendoza, Development Services Director
Fiscal Impact Reviewed By: Maria-Luisa Valdez, Interim Administrative Services Director
Approved By: Bret M. Plumlee, City Manager

Attachments: 1. Resolution No. 2017-23
2. Street Dedication for Cerritos Ave
3. Street Dedication for Sausalito Street
4. Title Report
5. Request for Street Dedication
RESOLUTION NO. 2017-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS TO ACCEPT TWO STREET DEDICATION FROM MONTE COLLINS AND DEBORAH COLLINS SLIMMER, OF ASSESSOR’S PARCEL NUMBER (242-222-11) AT 3342 CERRITOS AVE. ALONG THE SOUTH SIDE OF CERRITOS AVENUE AND THE NORTH SIDE OF SAUSALITO STREET

WHEREAS, the City of Los Alamitos is accepting the street dedication of property along southern side of Cerritos Avenue and the northern side Sausalito Street from Monte Collins and Deborah Collins Slimmer, of Assessor’s Parcel Number (242-222-11) at 3342 Cerritos Ave; and,

WHEREAS, Staff has reviewed the Street Dedication Deed and found the document acceptable.

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. City Council of the City of Los Alamitos, hereby accepts the offer of dedication at 3342 Cerritos Ave. and as described in Exhibit A.

SECTION 2. Directs the City Clerk to execute and record the document with the County of Orange.

SECTION 3. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 16th day of October, 2017.

Shelley Hasselbrink, Mayor

ATTEST:

Windmera Quintanar, CMC, City Clerk
APPROVED AS TO FORM:

_______________________________
Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, CMC, 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 October, 2017, by the following vote, to wit:

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

______________________________
Windmera Quintanar, CMC, City Clerk
EXHIBIT "A"

LEGAL DESCRIPTION

Those portions of Block 12 in the Town of Los Alamitos, as per map thereof recorded in Book 1, Page 25 of Records of Survey, Records of the County of Orange, State of California, described as follows:

PARCEL NO. 1

That portion of said Block 12 lying Northerly of a line parallel with and distant Southerly 50.00 feet from the existing centerline of Cerritos Avenue.

PARCEL NO. 2

That portion of the Northerly 10.00 feet of Sausalito Street, as vacated by a resolution of the Board of Supervisors for said County and State recorded February 7, 1950 in Book 1969, Page 157 of Official Records of said County and State, described as follows:

Commencing at the Southeast corner of Lot 13 in said Block 12; thence South 0°12'40" West 10.00 feet along the Southerly prolongation of the Westerly line of Chestnut Street (80.00 feet wide) to a point in the existing Northerly line of Sausalito Street (60.00 feet wide), said point being the TRUE POINT OF BEGINNING; thence retracing along the last mentioned North 0°12'40" East 0.86 feet to a point on a nontangent curve concave to the North and having a radius of 15.00 feet, a radial bearing through said point bears South 19°15'36" East; thence Westerly along said curve through a central angle of 19°26'30" an arc length of 5.09 feet to a point on a tangent line, said line being the Northerly line of Sausalito Street (60.00 feet wide); thence Easterly along said line South 89°49'06" East 5.00 feet more or less to the TRUE POINT OF BEGINNING.
STREET DEDICATION
(IN FEE)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, OWNERS NAME (s) hereby GRANT to the CITY OF LOS ALAMITOS, a municipal corporation, Cerritos Avenue for street purposes and all incidents thereto, over the real property in the City of Los Alamitos, County of Los Angeles, State of California, described as:

See Exhibits “A” and “B” attached hereto and by this reference made a part hereof.

Owner

Monte K. Collins
Deborah Collins Slimmer

Name, Typed or Printed

Monte K. Collins
Deborah Collins Slimmer

Name, Typed or Printed

Owner

Owner

Owner

Date

Date

Date

Address:

2711 Woodstock Rd
Los Alamitos, CA 90720

Address:

2681 Woodstock Rd
Los Alamitos, CA 90720

Address:

2711 Woodstock Rd
Los Alamitos, CA 90720

Signature

Signature

Signature

Title

Title

Title

10/19/17

10/19/17

10/19/17

ALL SIGNATURES MUST BE NOTARIZED.
ATTACH ACKNOWLEDGEMENTS AS REQUIRED.
EXHIBIT “A”
LEGAL DESCRIPTION
(RIGHT OF WAY DEDICATION)

BEING A PORTION OF PARCEL 1 AS DESCRIBED IN JOINT TENANCY GRANT DEED RECORDED JULY 24, 1980, IN BOOK 13675 PAGES 906 AND 907, OFFICIAL RECORDS OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 10 PAGE 32 OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF WALNUT STREET (VACATED), AS SHOWN ON SAID MAP, SOUTHERLY 3.00 FEET FROM THE INTERSECTION OF SAID CENTERLINE WITH THE EASTERLY PROLON GATION OF THE NORTHERLY LINE OF LOT 24 IN BLOCK 11, AS SHOWN ON SAID MAP, SAID POINT BEING THE INTERSECTION OF SAID CENTERLINE WITH THAT CERTAIN LINE DESCRIBED IN A DEED TO THE COUNTY OF ORANGE, RECORDED SEPTEMBER 22, 1954 IN BOOK 2824 PAGE 440, OFFICIAL RECORDS;

THENCE NORTH 86°12'41" EAST A DISTANCE OF 149.03 FEET ALONG SAID CERTAIN LINE, TO THE INTERSECTION WITH THE NORTHERLY LINE OF THE SOUTH 10.00 FEET OF CERRITOS AVENUE, AS SHOWN ON SAID MAP;

THENCE SOUTH 88°47'04" EAST ALONG SAID NORTHERLY LINE A DISTANCE OF 56.59 FEET TO THE NORTHERLY PROLON GATION OF THE EASTERLY LINE OF THE 15.00 FOOT ALLEY IN BLOCK 12 (VACATED), AS SHOWN ON SAID MAP;

THENCE SOUTH 0°15'13" WEST A DISTANCE OF 20.00 FEET ALONG SAID EASTERLY LINE TO A POINT ON A LINE THAT IS PARALLEL WITH AND MEASURED AT RIGHT ANGLES BEING 50 FEET SOUTH OF THE CENTERLINE OF CERRITOS AVENUE AS DESCRIBED IN AS PARCEL 1 OF EASEMENT DEED RECORDED JUNE 16, 1983, AS INSTRUMENT NO. 83-257033 OF OFFICIAL RECORDS OF ORANGE COUNTY CALIFORNIA;

THENCE NORTH 88°47'04" WEST 205.04 FEET ALONG SAID PARALLEL LINE TO A POINT ON THE CENTERLINE OF SAID WALNUT STREET;

THENCE NORTH 01°14'59" EAST ALONG THE CENTERLINE OF SAID WALNUT AVENUE A DISTANCE OF 7.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,136 SQUARE FEET MORE OR LESS

ALL AS SHOWN ON EXHIBIT “B” ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

[Signature]
6-12-17

RICHARD S. FURLONG, P.L.S. 8422
DATE

[Stamp: PROFESSIONAL LAND SURVEYOR]
No. 8422
STATE OF CALIFORNIA
EXHIBIT "B"

50 FOOT PER EASEMENT DEED RECORDED JUNE 16, 1983, AS INST. NO. 83-257033 OF OFFICIAL RECORDS OF ORANGE COUNTY CALIFORNIA.

CERRITOS AVENUE

NORTHERLY LINE OF THE SOUTHERLY 10 FEET OF CERRITOS AVENUE PER RECORD OF SURVEY 10-32

S88°47'04"E 56.59'
S11°5'13"W 20.00'

E RIGHT OF WAY PER RECORD OF SURVEY 10-32
EXISTING RIGHT OF WAY S01°14'59"W 3.00'

POINT OF BEGINNING INTERSECTION OF NORTH LINE LOT 24 AND THE CENTERLINE OF VACATED WALNUT STREET

BLOCK 11
23
24

(40')

BLOCK 12
2
3

(40')

RECORD OF SURVEY 10-32

WALNUT STREET (VACATED)

15' ALLEY (VACATED)

N88°47'04"W 205.04'

N86°12'41"E 149.03'

N01°14'59"E 7.00'

INDICATED RIGHT OF WAY DEDICATION TO THE CITY OF LOS ALAMITOS

SCALE 1" = 60'

RICHARD S. FURLONG, P.L.S. 8422 DATE 6-12-17

CASCO Engineering and Consulting
1470 EAST CEDAR DRIVE, COSTA MESA, CA 92626
PHONE (949) 644-2000
ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On 6/19/2017 before me, Ashley Ann Wirth, Notary Public
(insert name and title of the officer)

personally appeared Monte K Collins & Deborah C Slimmer ------------------------
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ____________________________ (Seal)
RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

THIS IS TO CERTIFY THAT THIS DOCUMENT IS PRESENTED FOR RECORING BY THE CITY OF LOS ALAMITOS UNDER GOVERNMENT CODE 27383 AND IS ALSO EXEMPT FROM PAYMENT OF DOCUMENTARY TRANSFER TAX

STREET DEDICATION
(IN FEE)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, OWNERS NAME (s) hereby GRANT to the CITY OF LOS ALAMITOS, a municipal corporation, Sausalito Street for street purposes and all incidents thereto, over the real property in the City of Los Alamitos, County of Los Angeles, State of California, described as:

See Exhibits “A” and “B” attached hereto and by this reference made a part hereof.

, Owner

Signature

Signature

Signature

Monte K Collins
Name, Typed or Printed

Deborah Collins Slimmer
Name, Typed or Printed

OWNER
Title

6-19-17
Date

Address:

2711 Woodstock Rd
Los Alamitos, CA 90720

6/19/17
Date

Address:

2681 Woodstock Rd
Los Alamitos, CA 90720

OWNER
Title

Owner
Title

Title

Address:


ALL SIGNATURES MUST BE NOTARIZED.
ATTACH ACKNOWLEDGEMENTS AS REQUIRED.
EXHIBIT “A”
LEGAL DESCRIPTION
(RIGHT OF WAY DEDICATION)

THAT PORTION OF THE TOWN OF LOS ALAMITOS, IN THE CITY OF LOS ALAMITOS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 10 PAGE 32 OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF WALNUT STREET (VACATED) AND THE CENTERLINE OF SAUSALITO STREET, AS SHOWN ON SAID MAP;

THENCE NORTH 01°14’59” EAST ALONG THE CENTERLINE OF SAID WALNUT AVENUE A DISTANCE OF 30 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND MEASURED AT RIGHT ANGLES BEING 30 FEET NORTH OF THE CENTERLINE OF SAID SAUSALITO STREET;

THENCE SOUTH 88°47’03” EAST ALONG SAID PARALLEL LINE A DISTANCE OF 205.00 FEET TO THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF THE 15.00 FOOT ALLEY IN BLOCK 12 (VACATED), AS SHOWN ON SAID MAP;

THENCE SOUTH 01°15’13” WEST ALONG SAID EASTERLY LINE A DISTANCE OF 30.00 FEET TO A POINT ON THE CENTERLINE OF SAID SAUSALITO STREET;

THENCE NORTH 88°47’03” WEST ALONG THE CENTERLINE OF SAID SAUSALITO STREET DISTANCE OF 205.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,150 SQUARE FEET MORE OR LESS

ALL AS SHOWN ON EXHIBIT “B” ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

RICHARD S. FURLONG, P.L.S. 8422  DATE

0-12-17
ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On 6/19/2017 before me, Ashley Ann Wirth, Notary Public

(insert name and title of the officer)

personally appeared Monte K Collins & Deborah C Slimmer, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ____________________________ (Seal)

ASHLEY ANN WIRTH
Notary Public – California
Orange County
Commission # 2105291
My Comm. Expires Mar 17, 2021
EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
MONTE L. COLLINS and BARBARA J. COLLINS, husband and wife as joint tenants

hereby grant(s) and convey(s) to the City of Los Alamitos, a Municipal Corporation, a
perpetual easement and right of way for street and public utility
purposes in, on, under, across, and through all that real property situated in the City of
Los Alamitos, County of Orange, State of California, described as follows:

See Legal Description designated Exhibit "A" attached hereto and by reference made a
part hereof.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in
real property conveyed by
Easement Deed
dated 5/31/83 from
Monte L. & Barbara J. Collins
to the City of Los Alamitos, a political
corporation and/or governmental agency
is hereby accepted by order of the City Council on 6/15/83
and the Grantee consents to recordation
thereof by this duly authorized officer.

DATED June 14, 1983
BY Michael A. Gradiano
City Clerk

on May 31, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared Monte L. Collins and
Barbara J. Collins
known to me to be the person(s) whose name(s)
subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Signature
D. Loretta Madden

Project No. 022-018-176-34
(Chestnut Street)
September 19, 2017

City of Los Alamitos City Engineer
Attn: Dave Hunt
City Engineer
3191 Katella Avenue
Los Alamitos, CA 90720

Dear Mr. Hunt:

The owners of Assessor’s Parcel Number (242-222-11) are requesting that the City of Los Alamitos accept and record the Fee dedication of that certain portion of Sausalito Street along their southerly property line. The Certain Legal description encroaches in the City’s right of way and the property owner would like to eliminate any confusion as to the legal right of way line of Sausalito Street. The City certainly has a Street Easement over Sausalito Street and is responsible for Sausalito Street. The property owner is in the process of demolishing the improvements on the site and is working towards the redevelopment of the property into a new apartment community. In discussions with prospective lenders, it is beneficial to clear up the title as it creates confusion with the lenders. The acceptance and recordation of the Fee dedication will not change any of the City’s rights or responsibilities now or in the future.

Sincerely,

[Signature]

Richard S. Furlong P.L.S.
Director of Survey and Mapping
909-783-0101 ext. 5450
r_furlong@cascinc.com

cc: jb
September 19, 2017

City of Los Alamitos City Engineer
Attn: Dave Hunt
City Engineer
3191 Katella Avenue
Los Alamitos, CA 90720

Dear Mr. Hunt:

The owners of Assessor’s Parcel Number (242-222-11) are requesting that the City of Los Alamitos accept and record the Fee dedication of that certain portion of Cerritos Avenue along their northerly property line. The Certain Legal description encroaches in the City’s right of way and the property owner would like to eliminate any confusion as to the legal right of way line of Cerritos Avenue. The City certainly has a Street Easement over Cerritos Avenue and is responsible for Cerritos Avenue. The property owner is in the process of demolishing the improvements on the site and is working towards the redevelopment of the property into a new apartment community. In discussions with prospective lenders, it is beneficial to clear up the title as it creates confusion with the lenders. The acceptance and recordation of the Fee dedication will not change any of the City’s rights or responsibilities now or in the future.

Sincerely,

[Signature]

Richard S. Furlong P.L.S.
Director of Survey and Mapping
909-783-0101 ext. 5450
r_furlong@cascinc.com

cc: jb
City of Los Alamitos

Agenda Report
Consent Calendar
October 16, 2017
Item No.: 10K

To: Mayor Shelley Hasselbrink & Members of the City Council
From: Steven A. Mendoza, Development Services Director
Via: Bret M. Plumlee, City Manager
Subject: Ratify Committee Members for Zoning Code Update Committee

Summary: The staff report outlines the nominations for the Zoning Code Update Committee and requests ratification of the nominees.

Recommendation: Ratify and appoint the following individuals to the Zoning Code Update Committee: Council Members Warren Kusumoto and Josh Wilson; Planning Commissioners Art DeBolt and John Riley; Traffic Commissioner Dave Emerson; and Business Persons Jason Twomey and Joe Maggiore.

Background
The Los Alamitos City Council began the process of updating the City’s Zoning and Subdivision Code on August 21, 2017 with the approval of a consultant contract. In conjunction with the City’s Zoning and Subdivision Code Update, a Committee is being formed. The Committee would meet five times over the next year. Meeting dates and times will be determined by the Committee. In accordance with Council wishes, the Committee is to consist of two Council Members, two Planning Commissioners, one Traffic Commissioner, and two Business Persons.

Discussion
During the August 21, 2017 Council Meeting, Council selected Council Members Warren Kusumoto and Josh Wilson to sit on the Committee. Council also directed staff to reach out to the Planning and Traffic Commissions for its respective committee nominees. The Planning Commission nominated Commissioners John Riley and Vice Chair Art DeBolt during its September 27, 2017 meeting. The Traffic Commission nominated Commissioners Dave Emerson and Eliot Singer (later withdrew) during its September 13, 2017 meeting.
Staff has approached two business persons to be included on the Committee:

Jason Twomey  
Industrial Property Owner

Joe Maggiore  
Brew Kitchen Ale House

<table>
<thead>
<tr>
<th>Zoning Code Update Committee</th>
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<tbody>
<tr>
<td>2 Council Members</td>
</tr>
<tr>
<td>1. Warren Kusumoto</td>
</tr>
<tr>
<td>2. Josh Wilson</td>
</tr>
<tr>
<td>2 Planning Commissioners</td>
</tr>
<tr>
<td>1. John Riley</td>
</tr>
<tr>
<td>2. Art DeBolt</td>
</tr>
<tr>
<td>1 Traffic Commissioner</td>
</tr>
<tr>
<td>1. Dave Emerson</td>
</tr>
<tr>
<td>2 Business Persons</td>
</tr>
<tr>
<td>1. Jason Twomey</td>
</tr>
<tr>
<td>2. Joe Maggiore</td>
</tr>
</tbody>
</table>

**CEQA**

The selection of Committee Members is not a “project” in accordance with the requirements of California Environmental Quality Act and is therefore exempt from analysis under CEQA.

**Noticing**

Not required.

**Fiscal Impact**

None.

Submitted By: Steven Mendoza, Development Services Director  
Approved By: Bret M. Plumlee, City Manager
City of Los Alamitos

Agenda Report Consent Calendar October 16, 2017 Item No.: 10L

To: Mayor Shelley Hasselbrink & Members of the City Council
Via: Bret M. Plumlee, City Manager
From: Maria-Luisa Valdez, Interim Administrative Services Director
Subject: Award of Purchase for Additional IT Storage

Summary: This report recommends award of a bid for additional IT storage.

Recommendation: Authorize the Mayor to execute the 5-year lease agreement with SHI for additional IT storage.

Background

The City has a need to purchase eighteen (18) terabytes of data storage. To accomplish this task, the City distributed a Request for Proposals to 3 vendors. SHI was selected based on the lowest cost. This item is brought to City Council to request to enter into a 5-year lease agreement with SHI at a cost of $4,417.97 annually for five years.

Discussion

The City’s need for additional data storage has grown every year. In the past three years, we have consistently run out of space on various servers and computers that store our data. While various departments have taken additional steps to save on storage, such as saving large amounts of data on external hard drives and cleaning out data folders on a regular basis, the City has outgrown its data capacity that is currently available. The new telephone system has also reduced available space on the City’s servers. City staff has identified several Information Technology needs over the next few years which include the following:

- A new in-car video system and body-worn cameras that need storage,
- On-going maintenance and support of CAD/RMS technological needs,
- Additional data space for server backups,
- Ability for the City Clerk's office to scan more records,
- Upgrade City’s Finance system to Incode 10.
All of these future needs will require additional data storage, which will benefit all departments.

In an effort to secure additional data storage, the City solicited quotes from three vendors: Dell, SHI, and CDW. Two quotes were received and are attached to this staff report and summarized below:

<table>
<thead>
<tr>
<th></th>
<th>Dell</th>
<th>SHI</th>
<th>CDW</th>
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</thead>
<tbody>
<tr>
<td>Total Price</td>
<td>$62,509.46</td>
<td>$18,477.12</td>
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</table>

SHI offered the most competitive price and a 5-year lease agreement with $4,417.97 in annual payments.

**Fiscal Impact**

The annual cost of $4,417.97 is included in the proposed Fiscal Year 2017-18 Technology Fund budget (account 52-512-5450 Equipment), and this amount will be budgeted each of the next five years to purchase additional storage.

Submitted By: Maria-Luisa Valdez, Interim Administrative Services Director
Approved By: Bret M. Plumlee, City Manager

*Attachments:* 1. Dell Quote  
2. SHI Quote
**Quote**

**Quote Prepared By:** CHRISTOPHER MACON  
**Email:** chris.macon@dell.com  
**Quote #:** 6001540346 V01  
**Opportunity #:** OP-0905753  
**Date:** 04.10.2017  
**Valid Until:** 03.11.2017  
**Contract #::**  
**Payment Terms:** NET 30

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<th>Total List Price (USD)</th>
<th>Discount</th>
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<th>Concession Months</th>
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### Quote

**Quote Prepared By:** CHRISTOPHER MACON  
**Email:** chris.macon@dell.com  
**Quote #:** 6001540346 V01  
**Opportunity #:** OP-0905753  
**Date:** 04.10.2017  
**Valid Until:** 03.11.2017  
**Contract #:**  
**Payment Terms:** NET 30

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Pricing Proposal  
Quotation #: 14116184  
Created On: 9/14/2017  
Valid Until: 9/30/2017  

City of Los Alamitos CA

**Inside Account Executive**  
Lois McGuthrie  
3191 Katella Avenue  
Los Alamitos, CA 90720  
United States  
Phone: (562) 431-3538  
Fax:  
Email: lois@scientiacg.com  

Chris Cabrera  
290 Davidson Avenue  
Somerset, NJ 08873  
Phone: 732-652-3051  
Fax: 732-564-8224  
Email: Chris_Cabrera@shi.com

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All Prices are in US Dollar (USD)

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| 1 VNXE ELEARNING VALUEPAK  
   EMC - Part#: CE-EVALPAK/VNXE                                          | 1   | $427.12    | $427.12   |
| 2 2 C13 PWRCRD W/ NEMA 5-15 PLUGS 125V 10A  
   EMC - Part#: V32-PWR-12  
   **Note**: 36 months warranty, 24 months maintenance.                  | 2   | $0.00      | $0.00     |
| 3 VNXE3200:2XSP DPE:12X3.5 DS:9X2TB 7200K  
   EMC - Part#: V32D12AN2CM9  
   **Note**: 36 months warranty, 24 months maintenance.                  | 1   | $5,359.49  | $5,359.49 |
| 4 VNXE 3200 100GB FAST CACHE 12X3.5  
   EMC - Part#: FLV6PS6F-100  
   **Note**: 36 months warranty, 24 months maintenance.                  | 3   | $901.26    | $2,703.78 |
| 5 REMOTE DEPLOY SUPPORT FOR VNXE UNIFIED  
   EMC - Part#: PS-BAS-RSVXED                                             | 1   | $1,030.12  | $1,030.12 |
| 6 BASIC HARDWARE WARRANTY  
   EMC - Part#: W-BASHW-001  
   **Note**: 36 months warranty.                                         | 1   | $0.00      | $0.00     |
| 7 PROSUPPORT W/MISSION CRIT WARRNTY UPG-HW  
   EMC - Part#: WU-PSM-HWE-002                                            | 1   | $1,248.91  | $1,248.91 |
| 8 PROSUPPORT W/MISSION CRITICAL-HARDWARE  
   EMC - Part#: M-PSM-HWE-002  
   **Note**: 24 months maintenance.                                      | 1   | $1,730.23  | $1,730.23 |
| 9 VNXE3200 REMOTE PROTECTION=IC  
   EMC - Part#: 458-000-868  
   **Note**: 60 months maintenance.                                      | 1   | $0.00      | $0.00     |
<p>| 10 PROSUPPORT W/MISSION CRITICAL SOFTWARE                               | 1   | $0.00      | $0.00     |</p>
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*Tax is estimated. Invoice will include the full and final tax due.

The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.
To: Mayor Shelley Hasselbrink & Members of the City Council

From: Steven A. Mendoza, Development Services Director

Via: Bret M. Plumlee, City Manager

Subject: Ordinance No. 2017-09 – Deleting Chapter 17.39 of the Los Alamitos Municipal Code in its entirety and adding a new Chapter 17.39 relating to Medical and Adult Use Cannabis

Summary: City Council adopted Resolution No. 2017-16 during its August 21, 2017 meeting initiating a Zoning Ordinance Amendment concerning recreational marijuana to comply with new State legislation. The City Attorney has drafted Ordinance 2017-09. The Los Alamitos Planning Commission held a Public Hearing on September 27, 2017 and recommended adoption as presented.

Recommendations:

1. Introduce for first reading, read by title only, and waive further reading, Ordinance No. 2017-04; and,


Background

Marijuana is quickly becoming one of the most complex issues in California. With legislation trying to keep up with the changing regulatory landscape being enacted and frequently modified, it is challenging to retain the proper understanding of the industry amid recent legislative changes. This is causing cities to analyze and make amendments to their Municipal Codes more frequently than ever.
Council Member Wilson requested a discussion on Commercial Marijuana as it relates to Recreational Marijuana, including both retail sales and cultivation. During its August 21, 2017 meeting the Council discussed the topic and adopted a resolution concerning Recreational Marijuana to comply with new State legislation. During the discussion, a motion was passed that directed the City Attorney’s office to draft an ordinance. The motion was unanimously carried by the City Council to adopt the resolution.

The City Attorney’s office has provided a draft Ordinance which provides new definitions and prohibits deliveries of medical cannabis/marijuana, Commercial cannabis activities, Commercial marijuana activities, Commercial or Personal Cultivation, even by Qualified Patients and Caregivers within all zones of the City.

Personal cultivation in residential zones remains permitted in accordance with State law. The remainder of this report provides background on the new laws.

Discussion

In January 2018, California will begin issuing State licenses for recreational commercial (for-profit) businesses in accordance with Proposition 64 which was passed at the November 2016 election. There will be approximately 19 different types of State licenses, including 13 different types of cultivation licenses. Although Proposition 64 does not specifically require the City to ban commercial activities in order to prohibit them, it is strongly recommended by the League and municipal attorneys that if the City desires to prohibit commercial activities, express prohibitions should be adopted.

Under Proposition 64, personal marijuana cultivation is allowed; specifically, California residents are allowed to cultivate up to six living marijuana plants within a single private residence, indoors or outdoors. Proposition 64 gives cities the authority to completely ban outdoor growing and to reasonably regulate indoor growing.

State Law

The MCRSA became effective January 1, 2016. On November 8, 2016 California voters approved Proposition 64, the California Marijuana Legislative Initiative (referred to as the Adult Use of Marijuana Act - AUMA). The AUMA became effective on November 9, 2016, regulating the use of marijuana for personal and commercial purposes, including the recreational use of marijuana by individuals twenty-one (21) years of age and older. The AUMA legalized the nonmedical use of marijuana and the personal cultivation of up to six (6) marijuana plants per private resident, within an enclosed building. Consumption in public would be prohibited, except for public places licensed for such use. Additionally, it creates State regulatory and licensing systems for the commercial cultivation, testing and distribution of nonmedical marijuana, and the manufacturing of nonmedical marijuana products.
Pursuant to AUMA, it is not permitted for any person to smoke or ingest marijuana or marijuana products:

- In any public place; and
- Where smoking tobacco is prohibited; and
- Within one thousand (1,000) feet of a school, day care center, or youth center while children are present; and
- While driving or riding in a vehicle, boat, vessel, aircraft or other vehicle used for transportation.

Senate Bill 94
On June 27, 2017, Governor Brown signed SB-94, a budget trailer bill that makes significant changes to California’s commercial cannabis regulatory scheme. The new law combines the medical and adult-use cannabis systems into one licensing structure with the same regulatory framework governing medical and adult use facilities. SB 94 incorporates various provisions of the MCRSA that do not conflict with Prop. 64 into the AUMA.

The City Attorney has drafted the attached ordinance to address the above mentioned issues as instructed by the City Council. The draft Ordinance provides new definitions and prohibits deliveries of medical cannabis/marijuana, Commercial cannabis activities, Commercial marijuana activities, Commercial or Personal Cultivation, even by Qualified Patients and Caregivers within all zones of the City.

Planning Commission Review
The Planning Commission held a Public Hearing on September 27, 2017 wherein they supported the Ordinance as presented and recommended that Council approve the draft Ordinance.

CEQA
In accordance with the requirements of CEQA, this project has been determined to be exempt under Section 15061(b)(3).

Noticing
On October 4, 2017 Notice of City Council Public Hearing was posted at City Hall, the Community Center, and the Los Alamitos Museum and published in the News Enterprise on October 2, 2017.

Fiscal Impact
None.

Submitted By: Steven Mendoza, Development Services Director
Approved By: Bret M. Plumlee, City Manager

Attachments: 1. Ordinance No. 2017-09
2. Planning Commission Resolution No. 17-05
ORDINANCE NO. 2017-09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DELETING CHAPTER 17.39 OF THE LOS ALAMITOS MUNICIPAL CODE IN ITS ENTIRETY AND ADDING A NEW CHAPTER 17.39 RELATING TO MEDICAL AND ADULT USE CANNABIS AND ADOPTING A PROHIBITION OF ALL COMMERCIAL CANNABIS ACTIVITIES IN THE CITY AND IMPOSING REGULATIONS FOR PERSONAL CULTIVATION OF CANNABIS AND ADDITIONALLY AMENDING TABLES 2-02, 2-04 AND 2-06 TO REFLECT THE SAME

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

SECTION 1. RECITALS AND FINDINGS


B. In 2015, effective January 1, 2016, the California Legislature adopted legislation (AB 243, AB 266, and SB 643) collectively identified as the Medical Marijuana Regulation and Safety Act (MMRSA) to comprehensively regulate medical marijuana.

C. On January 19, 2016, the City Council adopted Ordinance No. 2015-11, adding Chapter 17.39 of the Los Alamitos Municipal Code, prohibiting all commercial activities in the City relating to medical cannabis, including personal cultivation.

D. On the November 8, 2016 ballot the voters passed Proposition 64 which is known as the Control, Regulate, and Tax Adult Use of Marijuana Act ("AUMA") which authorizes recreational cannabis use by persons over 21 years of age and allows personal cultivation within a fully enclosed and secure structure at a residence, subject to reasonable regulations of the City.

E. AUMA also creates a State licensing scheme for commercial cannabis activities. Licensing is expected to begin in January 2018.

F. AUMA allows local jurisdictions to ban all commercial cannabis activities within the City and ban the outside cultivation of cannabis for personal use.
G. On June 27, 2017, the Governor signed into law Senate Bill 94 which repealed the previous provisions of law relating to medical cannabis, included certain provisions of the previous law in the licensing provisions of the AUMA, and created a single regulatory scheme for both medical and non-medical cannabis known as the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA").

H. The MAUCRSA retains the provisions of law relating to medical cannabis and provisions of the AUMA that granted local jurisdictions control over whether businesses engaged in commercial cannabis activity could operate in a particular jurisdiction. Specifically, California Business and Professions Code section 26200 provides that the MAUCRSA shall not be interpreted to supersede or limit the authority of a local jurisdiction to adopt and enforce local ordinances that completely prohibit the establishment or operation of one or more businesses licensed under the State, within that local jurisdiction. Furthermore, the MAUCRSA provides that a State licensing authority shall not approve an application for a State license for a cannabis business if approval of the State license will violate the provisions of any local ordinance or regulation. The MAUCRSA requires that a State licensing authority begin issuing licenses to cannabis businesses beginning January 1, 2018.

I. On September 27, 2017, the Planning Commission of the City of Los Alamitos held a duly noticed public hearing on this Ordinance at which time it took into consideration all evidence presented, both written and oral. After the close of the public hearing the Planning Commission recommended that the City Council adopt this Ordinance.

J. On October 16, 2017, the City Council of the City of Los Alamitos held a duly noticed public hearing on this Ordinance at which time it took into consideration all evidence presented, both written and oral.

SECTION 2. Chapter 17.39 of the Los Alamitos Municipal Code is hereby repealed in its entirety and a new Chapter 17.39 is hereby added to read as follows:
CHAPTER 17.39  
CANNABIS PROHIBITION AND REGULATIONS

17.39.010 Purpose.
A. The purpose of this chapter is to expressly prohibit the establishment of commercial cannabis uses in the city relating to medical cannabis and adult use cannabis and to impose reasonable regulations on personal cultivation in private residences and accessory structures.

B. The city council finds that the prohibition on commercial cannabis activity is necessary for the preservation of and protection of the public health, safety, and welfare of the city. The prohibition of such uses is within the authority conferred upon the city council by State law and is an exercise of its police powers to enact and enforce regulations for the public health, safety and welfare.

17.39.020 Definitions. For purposes of this chapter, the following definitions shall apply:
A. “Authorized grower” shall mean a person 21 years and older who is authorized by, and in compliance with, state law and the provisions of this chapter relating to the cultivation of cannabis for personal use.

B. "Cannabis" means all parts of the plant *Cannabis sativa linnaeus*, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis, and any product containing cannabis. "Cannabis" includes cannabis that is used for medical, non-medical, or other purposes. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. "Cannabis" also does not include industrial hemp, as defined in California Health and Safety Code Section 11018.5.

C. "Commercial cannabis activity" means the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, labeling, packaging, transportation, delivery or sale of cannabis and cannabis products for non-medical, medical or any other purpose, and includes the activities of any business licensed by the State or other government entity under Division 10 of the California Business and Professions Code or any other provision of State law that regulates the licensing of cannabis businesses. Notwithstanding any of the foregoing, “commercial cannabis activity” shall not include (1) an individual
AGED TWENTY-ONE (21) YEARS OR OLDER WHO POSSESSES, PROCESSES, TRANSPORTS, PURCHASES, OBTAINS OR GIVES AWAY TO ADULTS AGED TWENTY-ONE (21) YEARS OR OLDER WITHOUT COMPENSATION WHATSOEVER, NON-MEDICAL RECREATIONAL CANNABIS, OR (2) PERSONAL CULTIVATION OF CANNABIS IN ACCORDANCE WITH SECTION 17.39.040.

D. “Cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

E. “Delivery” means the commercial transfer of cannabis or cannabis products to a customer. Delivery also includes the use by a retailer of any technology platform owned and controlled by the retailer.

F. “Fully enclosed and secure structure” means a space within a building that complies with the California Building Code (“CBC”) as adopted by the City of Los Alamitos, or if exempt from the permit requirements of the CBC, a structure that has a complete roof, a foundation, slab or equivalent base to which the floor is secured by bolts or similar attachments, is secure against unauthorized entry, and is accessible only through one or more lockable doors. Walls and roofs must be constructed of solid materials that cannot be easily broken through such as two inch by four inch nominal or thicker studs overlaid with three-eighths inch or thicker plywood or the equivalent. Plastic sheeting, regardless of the mil or inches, or similar products do not satisfy this requirement. If skylights are used, security bars shall be added to the skylights. The structure must provide complete visual screening.

G. “Indoors” means within a fully enclosed and secure structure.

H. “MAUCRSA” means the Medicinal and Adult-Use Cannabis Regulation and Safety Act, as codified in Division 10 of the California Business and Professions Code (Section 26000 et seq.) as the same may be amended from time to time.

I. “Outdoors” means any location that is not within a fully enclosed and secure structure.

J. “Person” means any person, firm, corporation, partnership, joint venture, limited liability company, collective, cooperative, non-profit, trust, estate, association, club, receiver, syndicate, society, or other organization. The term person shall include any owner, manager, proprietor, employee, volunteer or salesperson.

K. “Private residence” means a house, apartment unit, condominium, mobile home, or other similar dwelling that is lawfully used as a residence.

17.39.030 Prohibition.
A. Commercial cannabis activities, whether or not for profit, are expressly prohibited in all zones in the City of Los Alamitos, including all specific plan areas and overlay zones. No person shall establish, operate, conduct, allow or engage in a commercial cannabis activity anywhere within the city. This prohibition includes any type of business enterprise where cannabis is complimentarily provided as part of any other non-cannabis related business activity.

B. A property owner shall not rent, lease, or otherwise permit any person or business that engages in commercial cannabis activity to occupy real property in the city. A property owner shall not allow any person or business to establish, operate, maintain, conduct, or engage in commercial cannabis activity on any real property owned or controlled by that property owner that is located in the city.

C. To the extent not already covered by subsection A above, all deliveries of cannabis are expressly prohibited within the City of Los Alamitos. No person shall conduct any deliveries that either originate or terminate within the city, but the city shall not prohibit the use of city streets where the delivery does not originate or end within the jurisdictional limits of the city.

D. This section is meant to prohibit all activities for which a State license is required pursuant to the MAUCRSA. Accordingly, the city shall not issue any permit, license or other entitlement for any activity for which a State license is required under the AUMA, including any local license to a non-profit entity pursuant to California Business and Professions Code section 26070.5.

E. Except as provided in Section 17.39.040, all cultivation of cannabis is expressly prohibited in all zones in the City of Los Alamitos.

17.39.040 Personal Cultivation - Regulations.

A. An authorized grower shall be allowed to cultivate cannabis for personal use only within a private residence or a fully enclosed and secure structure which is accessory to a private residence subject to the following regulations in addition to any regulations of State law:

1. The cannabis cultivation area shall be contained within one single room that shall not exceed 150 square feet.

2. The room must be securely locked and accessible only to individuals residing in the residence who are 21 years of age or older.
3. The cannabis plants shall not come within twelve (12) inches of the ceiling or any cultivation lighting.

4. Cannabis cultivation lighting shall not exceed one thousand two hundred (1,200) watts in total for the total cultivation area within the residence.

5. The use of gas products such as but not limited to CO2, butane, methane, or any other flammable or non-flammable gas for cannabis cultivation or processing is prohibited.

6. There shall be no exterior visibility or evidence of cannabis cultivation occurring within the private residence or accessory structure from the public right-of-way or any adjoining property, including but not limited to:
   a. Visual observation of any cannabis plants;
   b. Any form of signage indicating that cannabis plants are being grown inside the residence or accessory structure;
   c. Visual observation of any equipment used in the growing and cultivation operation;
   d. Unusual odors, smells, fragrances, or other olfactory stimulus;
   e. Any light emanating from cultivation lighting.

7. The authorized grower shall reside full-time in the residence where the cannabis cultivation occurs.

8. The authorized grower shall not participate in cannabis cultivation in any other location within the city.

9. The residence shall include fully functional and usable kitchen, bathroom, and bedroom areas for their intended use by the resident authorized grower, and the premises shall not be used primarily or exclusively for cannabis cultivation.

10. The cannabis cultivation area shall be in compliance with the provisions of the applicable building and construction codes as set forth in Title 15 of the Los Alamitos Municipal Code. The building official may impose additional conditions to meet such codes if necessary, including but not limited to installation of fire suppression sprinklers and ventilation and filtration systems that prevent plant odors from exiting the interior of the structure.

11. The cannabis cultivation area shall not result in a nuisance or adversely affect the health, welfare, or safety of the resident or nearby residents by creating dust, glare, heat, noise, noxious gasses, odors, smoke, traffic,
vibration, or other impacts, or be hazardous due to use or storage of materials, processes, products or wastes.

12. Cultivation shall be limited to six (6) cannabis plants, mature or immature, per private residence or a fully enclosed and secure structure. The limit of six (6) plants per private residence shall apply regardless of how many individuals reside at the private residence.

13. The cannabis plants and any cannabis in excess of 28.5 grams produced by plants must be kept in a locked space on the grounds of the private residence or accessory structure which space is not visible from the public right-of-way by normal unaided vision.

14. If the person cultivating the plants is not the owner of the residence, such person must obtain permission from the property owner to cultivate plants on the premises in accordance with the provisions of State law and this chapter. Such permission must be in writing and made available to city staff upon request.

B. No outdoor cultivation of cannabis plants shall be allowed in the City of Los Alamitos, even for personal use. (This section shall be of no further force or effect and shall be deemed repealed upon a determination by the California Attorney General that nonmedical use of cannabis is lawful in the State of California under federal law.)

17.39.050 Violation.

It is hereby declared to be unlawful, a public nuisance and a violation of this chapter for any person owning, leasing, occupying, or having charge or possession of any property within the city to cause or allow such property to be used in a manner which violates this chapter.

17.39.060 Violation – Misdemeanor.

Any violation of this chapter shall be punishable as a misdemeanor, punishable as set forth in Section 1.20.010 of this code.

17.39.070 Public nuisance.

Any use or condition caused, or permitted to exist, in violation of any provision of this Chapter 17.39 shall be, and hereby is declared to be, a public nuisance and may be summarily abated by the city pursuant to Code of Civil Procedure Section 731 or any other remedy available to the city.

17.39.080 Civil penalties.

In addition to any other enforcement permitted by this Chapter 17.39, the city attorney may bring a civil action for injunctive relief or the city may pursue
administrative fines and penalties pursuant to Chapter 1.24 of this code against any person or entity that violates this chapter. In any civil action brought pursuant to this chapter, a court of competent jurisdiction may award reasonable attorneys' fees, where the city has elected at the initiation of the action to seek the recovery of such fees, in which case the prevailing party in such action shall be entitled to an award of attorneys' fees in an amount which shall not exceed the reasonable attorneys' fees incurred by the city, regardless of the actual costs of any party's attorneys' fees.

SECTION 3. Table 2-02 is hereby amended by adding the following:

<table>
<thead>
<tr>
<th>LAND USE</th>
<th>PERMIT REQUIRED BY ZONING DISTRICT</th>
<th>Specific Use Regulations</th>
</tr>
</thead>
<tbody>
<tr>
<td>CANNABIS USES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cannabis Deliveries</td>
<td>R-1 R-2 R-3 M-H</td>
<td>Chapter 17.39</td>
</tr>
<tr>
<td>Commercial cannabis activities</td>
<td>R-1 R-2 R-3 M-H</td>
<td>Chapter 17.39</td>
</tr>
<tr>
<td>Personal cultivation</td>
<td>R-1 R-2 R-3 M-H</td>
<td>Chapter 17.39</td>
</tr>
<tr>
<td>Commercial Cultivation, even by Qualified Patients and Caregivers</td>
<td>R-1 R-2 R-3 M-H</td>
<td>Chapter 17.39</td>
</tr>
</tbody>
</table>

--- means the use is not allowed  
P means the use is permitted

SECTION 4. Table 2-04 is hereby amended by adding the following:

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<thead>
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<th>PERMIT REQUIRED BY ZONING DISTRICT</th>
<th>Specific Use Regulations</th>
</tr>
</thead>
<tbody>
<tr>
<td>CANNABIS USES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cannabis Deliveries</td>
<td>C-O C-G P-M</td>
<td>Chapter 17.39</td>
</tr>
<tr>
<td>Commercial cannabis activities</td>
<td>C-O C-G P-M</td>
<td>Chapter 17.39</td>
</tr>
<tr>
<td>Commercial or Personal Cultivation, even by Qualified Patients and Caregivers</td>
<td>C-O C-G P-M</td>
<td>Chapter 17.39</td>
</tr>
</tbody>
</table>

--- means the use is not allowed

SECTION 5. Table 2-06 is hereby amended by adding the following:
SECTION 6. Additional Municipal Code Findings

The City Council does hereby make the following findings for a Zoning Ordinance Amendment as required by Los Alamitos Municipal Code Section 17.70.050:

1. The proposed amendments ensure and maintain consistency with the General Plan and the Zoning Code. The proposed code amendment to prohibit cultivation and all recreational cannabis land uses in all zones throughout the City is consistent with General Plan Land Use Policy as it continues the prohibition of federally prohibited land uses as has been the policy of the City.

2. The proposed amendments will not adversely affect the public convenience, health, interest, safety, or welfare of the City as land uses and cultivation of recreational cannabis will be prohibited by this ordinance since there are questions as to the health and safety of Cannabis which have not been adequately addressed to the satisfaction of the City.

3. The proposed amendments are internally consistent with other applicable provisions of this Zoning Code and do not provide any conflicts with any other provision of the Los Alamitos Municipal Code.

SECTION 7. CEQA. Adoption of this Ordinance is exempt from CEQA under the general rule that CEQA only applies to projects which have the potential for causing a significant effect on the environment. (CEQA Guidelines § 15061(b)(3).) Additionally, the Ordinance is exempt as a minor alteration in land use limitations. (CEQA Guidelines § 15305.) In the present case the growing of six plants in a residence has been authorized by voter initiative. The City’s imposition of reasonable regulations on this as well as a ban of all other commercial cannabis activities will not have any significant effects on the environment. Staff is directed to file a Notice of Exemption.

SECTION 8. Effective Date. This Ordinance shall take effect on the 31st day after passage.
SECTION 9. If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance, is for any reason 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 10. 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 adoption and shall post a certified copy of this Ordinance, including the vote for and against same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 20th day of November, 2017.

_____________________________
Shelly Hasselbrink, Mayor

ATTEST:

_____________________________
Windy Quintanar, CMC, City Clerk

APPROVED AS TO FORM:

_____________________________
Michael S. Daudt, City Attorney
I, Windmera Quintanar, CMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Ordinance No. 10-04 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 16th day of October, 2017 and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 20th day of November, 2017, by the following roll-call vote, to wit:

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

Windmera Quintanar, CMC, City Clerk
RESOLUTION NO. 17-05


WHEREAS, in 2015, effective January 1, 2016, the California Legislature adopted legislation (AB 243, AB 266, and SB 643) collectively identified as the Medical Marijuana Regulation and Safety Act (MMRSA) to comprehensively regulate medical marijuana.

WHEREAS, on January 19, 2016, the City Council adopted Ordinance No. 2015-11, adding Chapter 17.39 of the Los Alamitos Municipal Code, prohibiting all commercial activities in the City relating to medical cannabis, including personal cultivation.

WHEREAS, on the November 8, 2016 ballot the voters passed Proposition 64 which is known as the Control, Regulate, and Adult Use of Marijuana Act ("AUMA") which authorizes recreational marijuana use by persons over 21 years of age and allows personal cultivation within an enclosed private residence, subject to reasonable regulations of the City.

WHEREAS, AUMA also creates a State licensing scheme for commercial marijuana activities. Licensing is expected to begin in January 2018.

WHEREAS, AUMA allows local jurisdictions to ban all commercial marijuana activities within the City and ban the outside cultivation of marijuana for personal use.

WHEREAS, the purpose of this Ordinance is to prohibit commercial non-medical marijuana activities in all zones within the City, as well as to impose reasonable regulations on personal cultivation in private residences and accessory structures. Additionally, changes are being made in the statutory references to the definitions for medical marijuana in order to match changes in state law.

WHEREAS, on September 27, 2017, the Planning Commission of the City of Los Alamitos held a duly noticed public hearing on this Ordinance at which time it took into consideration all evidence presented, both written and oral.
WHEREAS, after consideration of all applicable Staff Reports and all public testimony and evidence presented at the Public Hearings, the Planning Commission does hereby make the following findings for a Zoning Ordinance Amendment as required by Los Alamitos Municipal Code Section 17.70.050:

1. The proposed amendments ensure and maintain consistency with the General Plan and the Zoning Code. The proposed code amendment to prohibit cultivation and all commercial medical marijuana land uses in all zones throughout the City is consistent with General Plan Land Use Policy as it continues the prohibition of federally prohibited land uses as has been the policy of the City.

2. The proposed amendments will not adversely affect the public convenience, health, interest, safety, or welfare of the City as land uses and cultivation of commercial medical marijuana will be prohibited by this ordinance since there are questions as to the health and safety of Marijuana (Cannabis) which have not been adequately addressed to the satisfaction of the City.

3. The proposed amendments are internally consistent with other applicable provisions of this Zoning Code and do not provide any conflicts with any other provision of the Los Alamitos Municipal Code.

4. The proposed amendments have been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the City’s environmental review procedures in that the proposed amendments are exempt from California Environmental Quality Act review per Section 15061(b) (3) of the California State Government Code because the Code Amendments will have no significant effect on the environment and pursuant to Section 15305 as a minor alteration in land use limitations.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The Planning Commission of the City of Los Alamitos, California, finds that the above recitals are true and correct, which findings are incorporated by reference herein.

SECTION 2. Based upon such findings and determinations, the Planning Commission hereby recommends to the City Council of the City of Los Alamitos to approve Zoning Ordinance Amendment 17-03, which ordinance is attached hereto and incorporated by reference herein.

PASSED, APPROVED, AND ADOPTED this 27th day of September, 2017.
ATTEST:

Steven A. Mendoza, Secretary

APPROVED AS TO FORM:

Cary Reisman
City Attorney

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

I, Steven Mendoza, Planning Commission Secretary of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Planning Commission held on the 27th day of September, 2017, by the following vote, to wit:

AYES: Andrade, Culty, DeBolt, Grose, Loe, Riley
NOES: None
ABSENT: Sofelkanik
ABSTAIN: None

Steven A. Mendoza, Secretary

PC RESO 17-05
Page 3 of 3
Summary: This is the consideration of an Ordinance Amendment to repeal and replace existing regulations and adopting new regulations for accessory dwelling units to comply with new state legislation requirements of SB 1069 and AB 2299 (City initiated).

Recommendations:

1. Introduce for first reading, read by title only, and waive further reading Ordinance No. 2017-08; and,

2. City Attorney Daudt read the title of Ordinance No. 2017-08, entitled, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING ZONING ORDINANCE AMENDMENT (ZOA) 17-01 TO REPEAL AND REPLACE THE LOS ALAMITOS MUNICIPAL CODE SECTION 17.38.150 RELATING TO ACCESSORY DWELLING UNITS IN RESIDENTIAL ZONES OF THE CITY AS WELL AS MAKE CHANGES TO TABLE 3-01 IN SECTION 17.26.040 AND TABLE 2.02 OF SECTION 17.08.020 TO COMPLY WITH NEW STATE LEGISLATION (CITY INITIATED).”

Background

The City of Los Alamitos Municipal Code currently includes regulations that allow second dwelling units in specified residential zones, subject to specific requirements, in compliance with the California Government Code. On September 27, 2016, Governor Jerry Brown signed Assembly Bill (AB) 2299 and Senate Bill (SB) 1069, amending the Government Code 65852.2 as it relates to second dwelling units. The new legislation was written with the intent to increase the housing supply in California by facilitating the
creation of new second dwelling units, which are now referred to as accessory dwelling units or ADUs. The legislation now further limits the ability of local jurisdictions to regulate these units and became effective on January 1, 2017. Local jurisdictions are required to ministerially approve accessory dwelling units that meet minimal state criteria. All cities in the state will need to modify their existing zoning ordinances to meet the new standards that have been adopted by the legislation or be subject to the state standards.

Discussion

The City of Los Alamitos adopted a secondary dwelling unit ordinance in 2006 which included provisions for the ministerial approval of secondary dwelling units in all residential zones codified in Section 17.38.150. With the recently adopted legislation, amendments to the City’s existing ordinance are required. The amendments have been proposed keeping the legislative directive in mind against creating an ordinance that is so arbitrary, excessive, or burdensome as to unreasonably restrict the ability of homeowners to create accessory dwelling units. The proposed amendments include but are not limited to:

- Changing terminology in the municipal code from "Secondary Dwelling Unit" to "Accessory Dwelling Unit (ADU)."
- Accessory dwelling units are permitted in all residential zones where only a single family dwelling unit exists on the parcel so long as the lot meets the minimum parcel size.
- The Municipal Code currently requires all secondary dwelling units to meet the development standards applicable to the residential zone in which they are located. In certain places the City’s standards have been supplemented by State law. For example, no side or rear setback is required for a garage conversion and ADUs above a garage need only have 5 foot setbacks. In most places, the Municipal Code will continue to require that the accessory dwelling unit meets all applicable development standards including setbacks and height limitations.
- Increasing the maximum size of the detached units from 640 square feet to 1,200 square feet.
- The floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing living area, with a maximum floor area of 1,200 square feet.
- Providing for a minimum square footage of 200 square feet per unit.
- Accessory dwelling units may not count against the maximum density of sites.
- An existing garage can be converted to an accessory dwelling unit. No setbacks can be required for an existing garage that is converted to an accessory dwelling unit unless required for sufficient fire safety.
- The provisions continue to require that the Applicant for the accessory dwelling unit shall be the owner and occupant of the existing dwelling,
and shall certify, and record a covenant with the Orange County Clerk Recorder, declaring that the property owner will continue to occupy one of the units on the parcel, so long as the accessory dwelling unit exists on the property as a habitable structure.

Ministerial Approval
As under existing law, applications for accessory dwelling units will need to be approved or disapproved ministerially (no discretionary review) within 120 days of receipt. Currently, if plans were submitted for these units, the City’s Planning Division would review and make decisions on applications for accessory dwelling units, and will continue to do so under the new legislation and ordinance.

ADU Parking Requirements
The Municipal Code currently requires a minimum of one parking space for an accessory dwelling unit or one parking space per bedroom for units with more than one bedroom. The Municipal Code will continue to require additional parking be provided on the property adding the accessory dwelling unit. However, the new legislation restricts the City’s ability to require that these parking spaces be located in a garage. The parking spaces may be located in any configuration on the same property as the accessory dwelling unit, including, but not limited to, covered spaces, uncovered spaces, tandem spaces, or by the use of mechanical automobile parking lifts. In situations where a garage, carport, or covered parking structure is proposed to be demolished or converted in conjunction with the construction of a new accessory dwelling unit, the replacement parking spaces may be located in any configuration on the same property, in the same manner.

Additionally, the new legislation states that a local jurisdiction cannot require additional parking for accessory dwelling units when the property meets any of the criteria below:

- Located within one-half mile of public transit;
- Located within an architecturally and historically significant district;
- Part of the existing primary residence or an existing accessory structure including basement and garage conversions;
- Located within one block of a car share vehicle; or,
- Located within an area where the city requires on-street parking permits but does not offer the permits to the ADU occupant.

Planning Commission Review
The Planning Commission held a Public Hearing on September 27, 2017 wherein they supported the Ordinance as presented and recommended that Council approve the draft Ordinance.

CEQA
The proposed project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15282(h) under the general rule that CEQA does not apply to
activities regarding adoption of an ordinance concerning second units in residential zones to implement the provisions of Section 65852.1 and 65852.2 of the Government Code as set forth in Section 21080.17 of the Public Resources Code.

**Noticing**
On October 4, 2017, Notice of City Council Public Hearing was posted at City Hall, the Community Center, and the Los Alamitos Museum and published in the News Enterprise on October 2, 2017.

**Fiscal Impact**

None.

Submitted by: Steven A. Mendoza, Development Services Director
Approved by: Bret M. Plumlee, City Manager

*Attachments:*
1. Ordinance No. 2017-08
2. Planning Commission Resolution 17-07
ORDINANCE NO. 2017-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING ZONING ORDINANCE AMENDMENT (ZOA) 17-01 TO REPEAL AND REPLACE THE LOS ALAMITOS MUNICIPAL CODE SECTION 17.38.150 RELATING TO ACCESSORY DWELLING UNITS IN RESIDENTIAL ZONES OF THE CITY AS WELL AS MAKE CHANGES TO TABLE 3-01 IN SECTION 17.26.040 AND TABLE 2.02 OF SECTION 17.08.020 TO COMPLY WITH NEW STATE LEGISLATION (CITY INITIATED)

WHEREAS, on September 27, 2016, Governor Jerry Brown signed Assembly Bill (AB) 2299 and Senate Bill (SB) 1069, amending Government Code section 65852.2 as it relates to second dwelling units (now described as “accessory dwelling units” or “ADUs”); and,

WHEREAS, the new legislation was written with the intent to increase the housing supply in California by facilitating the creation of new accessory dwelling units; and,

WHEREAS, the legislation now further limits the ability of local jurisdictions to regulate accessory dwelling units; and,

WHEREAS, the new legislation became effective on January 1, 2017; and,

WHEREAS, all cities in the state may modify their existing zoning ordinances to meet the new standards that have been adopted by the legislation or will be subject to the standards set forth in the legislation; and,

WHEREAS, on September 27, 2017, the Planning Commission Approved a Resolution of Intention to amend the Municipal Code in light of this new legislation; and,

WHEREAS, on September 27, 2017 the Planning Commission held a duly-noticed public hearing on this Ordinance; and,

WHEREAS, at the conclusion of its September 27, 2017 public hearing, the Planning Commission adopted a resolution recommending that the City Council adopt this Ordinance; and,

WHEREAS, the City Council held a duly noticed Public Hearing concerning this Ordinance on October 16, 2017; and,

WHEREAS, the City Council considered all applicable Staff reports and all public testimony and evidence presented at the public hearing, whether written or oral.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:
SECTION 1. The City Council of the City of Los Alamitos, California finds that the above recitals are true and correct and incorporates them by reference herein.

SECTION 2. This approval is based upon the following findings:

A. The proposed changes ensure and maintain consistency between the General Plan and the Zoning Code. The City of Los Alamitos is not required to adopt an ordinance, but Accessory Dwelling Units built within a jurisdiction that lacks a local Ordinance must comply with state standards. Adopting this Ordinance will ensure that the City is able to impose local control where allowed. This Ordinance therefore satisfies Policy 4.4 of the Land Use section of the General Plan ensuring that new development in residential neighborhoods is compatible with the scale and character of the area. Additionally, this ordinance, which implements State law, implements another mechanism to provide housing in Los Alamitos as provided for in the Housing Element.

B. The proposed amendment will not adversely affect the public convenience, health, interest, safety, or welfare of the City. It is the intent of the California State Legislature that an accessory dwelling unit ordinance adopted by a local agency has the effect of providing for the creation of accessory dwelling units and that provisions in this Ordinance relating to matters including unit size, parking, fees, and other requirements, are not so arbitrary, excessive, or burdensome so as to unreasonably restrict the ability of homeowners to create accessory dwelling units in zones in which they are authorized by local ordinance. This Ordinance allows local regulation to the extent allowed by State law.

C. The Legislature found and declared the following regarding accessory dwelling units:

1. Accessory dwelling units are a valuable form of housing in California.

2. Accessory dwelling units provide housing for family members, students, the elderly, in-home health care providers, the disabled, and others, at below market prices within existing neighborhoods.

3. Homeowners who create accessory dwelling units benefit from added income, and an increased sense of security.

4. Allowing accessory dwelling units in single-family or multifamily residential zones provides additional rental housing stock in California.

5. California faces a severe housing crisis.

6. The state is falling far short of meeting current and future housing demand with serious consequences for the state’s economy, our ability to build green infill...
consistent with state greenhouse gas reduction goals, and the well-being of our citizens, particularly lower and middle-income earners.

7. Accessory dwelling units offer lower cost housing to meet the needs of existing and future residents within existing neighborhoods, while respecting architectural character.

8. Accessory dwelling units are, therefore, an essential component of California’s housing supply.

D. The proposed amendments are internally consistent with other applicable provisions of this Zoning Code and do not provide any conflicts with any other provision of the Los Alamitos Municipal Code.

E. The proposed project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15282(h) under the general rule that CEQA does not apply to activities regarding adoption of an ordinance concerning second units in residential zones to implement the provisions of Section 65852.1 and 65852.2 of the Government Code as set forth in Section 21080.17 of the Public Resources Code.

SECTION 3. Table 3-01 in Section 17.26.040 of the Los Alamitos Municipal Code is hereby amended to read as follows:

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<thead>
<tr>
<th>Description of Use</th>
<th>Required Number of Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Second Residential Accessory Dwelling Unit</td>
<td>One space for a studio or one bedroom, plus one additional space for each additional bedroom — See 17.38.150 F</td>
</tr>
</tbody>
</table>

SECTION 4. Section 17.38.150 Second residential units of the Los Alamitos Municipal Code is hereby deleted and a new Section 17.38.150 “Accessory dwelling units,” is hereby added to read as follows:

Section 17.38.150 Accessory dwelling units (ADU).

A. Purpose. This section provides for the development of accessory dwelling units on lots developed or proposed to be developed with single-family dwellings. Such accessory dwellings contribute needed housing to the City’s housing stock. Thus, accessory dwelling units are a residential use which is consistent with the General Plan objectives and zoning regulations and which enhances housing opportunities. It is not the intent of this section to override lawful use restrictions as may be set forth in conditions, covenants and restrictions or similar instruments of established communities with homeowner associations.

B. Applicability. The provisions of this chapter apply to all lots that are occupied with a single family dwelling unit and zoned for residential use. Accessory
dwelling units shall not be considered to exceed the allowable density for the lot upon which the accessory dwelling unit is located, and are deemed a residential use that is consistent with the existing general plan and zoning designation for the parcel.

C. General Requirements:

1. Accessory dwelling units shall be allowed in any residential zone.

2. The lot must meet the minimum parcel area for the zone as set forth in Section 17.08.030 of this code.

3. Regardless of the residential zone, an accessory dwelling unit shall only be allowed on a lot that contains an existing, single-family dwelling.

4. Only one accessory dwelling unit may be allowed per lot.

5. The accessory dwelling unit may be attached to the existing dwelling, detached from the existing dwelling, and located on the same lot as the existing dwelling, or located within the existing living area of the existing dwelling.

6. If the accessory structure is located within the existing living area it shall have an independent exterior access.

7. No passageway shall be required in conjunction with the construction of an accessory dwelling unit.

8. An accessory dwelling unit, whether attached or detached, shall be consistent in architectural style with the existing single-family dwelling and standards for residential uses in the adjacent residential community and shall be designed to that the property maintains a single-family appearance from the public right-of-way.

9. Accessory dwelling units shall comply with all appropriate building code requirements. However, accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence and may employ alternative methods for fire protection.

10. Accessory dwelling units shall not be sold separate from the primary residence.

11. The Applicant for the accessory dwelling unit shall be the owner and occupant of the existing dwelling, and shall certify, and record a covenant with the Orange County Recorder, declaring that the property owner will continue to occupy one of the units on the parcel, so long as the accessory dwelling unit exists on the property as a habitable structure. In the event of a hardship, such as the death or disability of the property owner which prevents one of the units from being occupied by the property owner, the property owner or estate representative may apply for a temporary waiver of
the owner occupation requirement for a specific time period to allow occupancy of both dwelling units by a non-property owner pending disposition of the property through probate or non-probate transfer to a new owner, or the cessation of the property owner’s disability which prevents him or her from occupying one of the units on the property. Any such waiver shall specify the period of time for which it is granted, provided that no such waiver may be granted for a period of longer than three (3) years.

12. No accessory dwelling unit, or the primary dwelling unit on the same lot on which an accessory dwelling unit is located, shall be rented out for less than thirty (30) consecutive calendar days. A covenant shall be recorded to this effect in a form approved by the City Attorney.

13. All applicable public service and recreation impact fees shall be paid prior to occupancy in accordance with Government Code section 66000 et seq. and section 66012 et seq., as the same may be amended.

D. Size and Setbacks

1. The increased floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing living area, with a maximum increase in floor area of 1,200 square feet.

2. The total area of floor space for a detached accessory dwelling unit shall not exceed 1,200 square feet.

3. The minimum size of an accessory dwelling unit shall be 200 square feet.

4. No setback shall be required for an existing garage that is converted to an accessory dwelling unit, and a setback of no more than five feet from the side and rear lot lines shall be required for an accessory dwelling unit that is constructed above a garage.

5. There shall be a minimum distance of 10 feet between the accessory dwelling unit and the primary residence or any other structure on the property.

6. Except as set forth herein, the height of the accessory dwelling units, the setbacks for accessory dwelling units, and the maximum site coverage shall be as set forth in Section 17.08.030 of this code.

E. Utilities

1. An accessory dwelling unit that is contained within the existing space of a single family residence or accessory structure shall not be considered a new residential use for purposes of calculating local agency connection fees or capacity charges for utilities, including water and sewer service, or impact fees such as park or
traffic. No new or separate utility connection between the accessory dwelling unit and the utility shall be required.

2. All other accessory dwelling units other than those mentioned in subsection one above, may require a new or separate utility connection between the accessory dwelling unit and the utility. Any connection fee or capacity charge shall be proportionate to the burden placed on the water and sewer systems due to unit size or number of plumbing fixtures.

3. All utility installations on the lot shall be underground.

4. No accessory dwelling unit shall be allowed if the Building Official determines that there is not adequate water or sewer service to the property.

F. Parking. Notwithstanding any other provision of this code, the following parking requirements shall apply to accessory dwelling units:

1. Parking requirements for accessory dwelling units shall not exceed one parking space per unit or per bedroom. These spaces may be provided as tandem parking, including on an existing driveway or in paved setback areas, provided that the amount of paving does not exceed the total amount of paving and hardscaped areas that are otherwise allowed by this code. Parking spaces may also be provided through a mechanical lift.

2. When a garage, carport, or covered parking structure is demolished or converted in conjunction with the construction of an accessory dwelling unit, replacement parking may be located in any configuration on the same lot as the accessory dwelling unit. These spaces may be provided as tandem parking, including on an existing driveway or in paved setback areas, provided that the amount of paving does not exceed the total amount of paving and hardscaped areas that are otherwise allowed by this code. Parking spaces may also be provided through a mechanical lift.

3. Tandem parking and parking in setback areas shall not be allowed if the Development Services Director makes specific findings that such parking is not feasible based upon specific site or regional topographical, or fire and life safety conditions.

4. The parking requirement for an attached or detached accessory dwelling unit shall be in addition to the parking requirement for the existing residence on the property.

5. Parking is not required in the following instances:

   a. The accessory dwelling unit is located within one-half mile walking distance of public transit, including transit stations and bus stations.
b. The accessory dwelling unit is located within an architecturally and historically significant historic district.

c. The accessory dwelling unit is part of the existing primary residence or an existing accessory structure.

d. When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

e. When there is a car share vehicle located within one block of the accessory dwelling unit.

G. Permits.

1. A permit for an accessory dwelling unit shall be approved by the Director of Development Services or his designee for any accessory dwelling unit that meets the requirements of this chapter.

2. An application for an accessory dwelling unit shall be acted upon within 120 days after receipt of a complete application.

SECTION 5. Section 17.76.020 Definitions of Specialized Terms and Phrases of the Los Alamitos Municipal Code is hereby amended by adding the following definitions as shown below:

“Dwelling unit, accessory” means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit also includes the following:

(1) An efficiency unit, as defined in Section 17958.1 of Health and Safety Code.
(2) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

“Dwelling unit, attached accessory” means an accessory dwelling unit that is constructed as an addition to the primary residence.

“Dwelling unit, detached accessory” means an accessory dwelling unit that is constructed as a separate structure on the property not attached to the primary residence.

“Living area” means the interior habitable area of a dwelling unit including basements and attics but does not include a garage or any accessory structure.
“Passageway” means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of an accessory dwelling unit.

SECTION 6. Section 17.08.020, Table 2.02 **Allowed Uses and Permit Requirements for Residential Zoning Districts** of the Los Alamitos Municipal Code is hereby amended to read as follows:

Existing Row:

<table>
<thead>
<tr>
<th>Land Use</th>
<th>R-1</th>
<th>R-2</th>
<th>R-3</th>
<th>Specific Use Regulations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Second residential units</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>--</td>
</tr>
<tr>
<td>Accessory dwelling units</td>
<td></td>
<td></td>
<td></td>
<td>17.38.150</td>
</tr>
</tbody>
</table>

SECTION 7. 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.

SECTION 8. This Ordinance shall take effect thirty days after approval as provided in Government Code Section 36937.

SECTION 9. The proposed project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15282(h) under the general rule that CEQA does not apply to activities regarding adoption of an ordinance concerning second units in residential zones to implement the provisions of Section 65852.1 and 65852.2 of the Government Code as set forth in Section 21080.17 of the Public Resources Code. Staff is directed to file a Notice of Exemption.

SECTION 10. Transmission to HCD. The City Clerk shall send a copy of this Ordinance to the Department of Housing and Community Development as required by State law.

**PASSED, APPROVED, AND ADOPTED** this 20th day of November, 2017.

_____________________________
Shelly Hasselbrink, Mayor

ATTEST:

_________________________
Windy Quintanar, CMC, City Clerk

CC ORD 2017-08
Page 8 of 9
APPROVED AS TO FORM:

_____________________ 
Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, CMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Ordinance No. 2017-08 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 16th day of October, 2017 and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 20th day of November, 2017, by the following roll-call vote, to wit:

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

Windmera Quintanar, CMC, City Clerk
RESOLUTION NO. 17-07

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LOS ALAMITOS, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL APPROVE ZONING ORDINANCE AMENDMENT (ZOA) 17-01 TO REPEAL AND REPLACE THE LOS ALAMITOS MUNICIPAL CODE SECTION 17.38.150 RELATING TO ACCESSORY DWELLING UNITS IN RESIDENTIAL ZONES OF THE CITY AS WELL AS MAKE CHANGES TO TABLE 3-01 IN SECTION 17.26.040 AND TABLE 2.02 OF SECTION 17.08.020 TO COMPLY WITH NEW STATE LEGISLATION (CITY INITIATED).

WHEREAS, on September 27, 2016, Governor Jerry Brown signed Assembly Bill (AB) 2299 and Senate Bill (SB) 1069, amending the Government Code as it relates to second dwelling units (now described as "accessory dwelling units" or "ADUs"); and,

WHEREAS, the new legislation was written with the intent to increase the housing supply in California by facilitating the creation of new accessory dwelling units; and,

WHEREAS, the legislation now further limits the ability of local jurisdictions to regulate accessory dwelling units and became effective on January 1, 2017; and,

WHEREAS, all cities in the state can modify their existing zoning ordinances to meet the new standards that have been adopted by the legislation; and,

WHEREAS, on September 27, 2017, the Planning Commission Approved a Resolution of Intention to amend the Municipal Code in light of this new legislation; and,

WHEREAS, the Planning Commission opened a duly noticed Public Hearing concerning this Amendment on September 27, 2017; and,

WHEREAS, the Planning Commission considered all applicable Staff reports and all public testimony and evidence presented at the Public Hearing.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The Planning Commission hereby recommends that the City Council adopt Ordinance No. TBD (ZOA 17-01), attached hereto.

SECTION 2. In making this recommendation the Planning Commission makes the following findings:

A. The proposed changes ensure and maintain consistency between the General Plan and the Zoning Code. The City of Los Alamitos is not
required to adopt an ordinance, but Accessory Dwelling Units built within a jurisdiction that lacks a local ordinance must comply with state standards. Adopting this ordinance will ensure that it be established legislatively through a public process and meeting and not through internal administrative actions such as memos or zoning interpretations.

B. The proposed amendment will not adversely affect the public convenience, health, interest, safety, or welfare of the City. It is the intent of the California State Legislature for local agencies to adopt an accessory dwelling unit ordinance which shall delineate the provisions for the creation of accessory dwelling units relating to matters including unit size, parking, fees, and other requirements; the specifications set forth are not to be arbitrary, excessive, or burdensome so as to unreasonably restrict the ability of homeowners to create accessory dwelling units in zones in which they are authorized by local ordinance. The Legislature found and declared the following:

a. Accessory dwelling units are a valuable form of housing in California.
b. Accessory dwelling units provide housing for family members, students, the elderly, in-home health care providers, the disabled, and others, at below market prices within existing neighborhoods.
c. Homeowners who create accessory dwelling units benefit from added income, and an increased sense of security.
d. Allowing accessory dwelling units in single-family or multi-family residential zones provide additional rental housing stock in California.
e. California faces a severe housing crisis.
f. The state is falling far short of meeting current and future housing demand with serious consequences for the state’s economy, our ability to build green infill consistent with state greenhouse gas reduction goals, and the well-being of our citizens, particularly lower and middle-income earners.
g. Accessory dwelling units offer lower cost housing to meet the needs of existing and future residents within existing neighborhoods, while respecting architectural character.
h. Accessory dwelling units are, therefore, an essential component of California’s housing supply.

C. The proposed amendments are internally consistent with other applicable provisions of this Zoning Code and do not provide any conflicts with any other provision of the Los Alamitos Municipal Code.

D. The proposed project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15282(h) under the general
rule that CEQA does not apply to activities regarding adoption of an ordinance concerning second units in residential zones to implement the provisions of Section 65852.1 and 65852.2 of the Government Code as set forth in Section 21080.17 of the Public Resources Code.

PASSED, APPROVED, AND ADOPTED this 27th day of September, 2017.

__________________________
Chair Andrade

ATTEST:

__________________________
Steven A. Mendoza, Secretary

APPROVED AS TO FORM:

__________________________
Cary Reisman
City Attorney
STATE OF CALIFORNIA  
COUNTY OF ORANGE       ss  
CITY OF LOS ALAMITOS  

I, Steven Mendoza, Planning Commission Secretary of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Planning Commission held on the 27th day of September, 2017, by the following vote, to wit:

AYES: Andrade, Culity, DeBolt, Grose, Loe, Riley

NOES: None
ABSENT: Sofelkanik
ABSTAIN: None

[Signature]
Steven A. Mendoza, Secretary
City of Los Alamitos

Agenda Report October 16, 2017
Public Hearings Item No.: 11C

To: Mayor Shelley Hasselbrink & Members of the City Council

From: Steven A. Mendoza, Development Services Director

Via: Bret M. Plumlee, City Manager

Subject: 3621 Fenley Drive – General Plan Amendment and Zoning Ordinance Amendment Changing the Land Use Designation

Summary: Consideration of a General Plan Amendment (GPA 17-01) and Zoning Ordinance Amendment (ZOA 17-02) to change both the General Plan designation and the zoning district for a parcel from Open Area (O-A) to Single Family Residential (R-1). This parcel is to the rear of 3621 Fenley Drive, APN 242-301-52. (Applicant: Carl T. Blum).

Recommendations:

1. Open the Public Hearing; and, if appropriate,

2. Determine that the proposed project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15305 – minor alterations in land use limitations and 15061(b)(3) – activity is not subject to CEQA where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment; and,


4. Introduce for first reading, read by title only, and waive further reading Ordinance No. 2017-10; and,
5. City Attorney Daudt read the title of Ordinance No. 2017-10 entitled, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING ZONING ORDINANCE AMENDMENT (ZOA) 17-02 TO CHANGE THE ZONING DISTRICT FOR A 10,488 SQUARE FOOT PARCEL FROM OPEN AREA (O-A) TO SINGLE FAMILY RESIDENTIAL (R-1) FOR A PARCEL TO THE REAR OF 3621 FENLEY DRIVE, APN 242-301-52 (APPLICANT: CARL T. BLUM).”

Background

Carl T. Blum owns a home in the College Park North neighborhood consisting of two parcels. The front parcel is zoned Single Family Residential (R-1) and the rear parcel is zoned Open Area (O-A). In order to remove the property line between the two parcels, the two properties must be zoned the same.

Mr. Blum has filed the necessary application and has received approval from the Planning Commission to change the rear parcel of the property from Open Area (O-A) to Single Family Residential (R-1). If this change were to be approved, Mr. Blum’s plan would be to combine this backyard parcel with his front parcel via a future Lot Line adjustment.

Discussion

General Plan Change

General Plan Amendments may include revisions to actions, goals, land use designations, policies, or text. The change requests a revision to the land use designation from Open Area (O-A) to Single Family Residential (R-1).

The General Plan Land Use Element Policy 4.5 Substandard parcels says to “Encourage improvement of existing buildings and property to comply with current standards and present an attractive and well-maintained appearance. When improvements are not feasible, support the consolidation of substandard parcels for reuse.” While this section of the General Plan does not apply directly to this scenario, it does mention consolidation of substandard parcels. This parcel is somewhat substandard as it does not have the access needed to be a useful, standalone parcel, nor does it have the ability for the residential homeowner to use what is basically his “backyard” as a residential space without changing the land use designation and zoning to residential.

Since this project requires a change of the General Plan designation from Open Area to Single Family Residential, it also required notification of the local Native American Tribes by mail and allowed them 90 days to respond to the City to ask for a consultation on the project. One response was received concerning the correspondence mailed.
Andrew Salas, of the Gabrieleno Indians, had a consultation with Staff via phone call on August 31, 2017. Mr. Salas is concerned about any ground disturbance. He was fine with the General Plan and Zoning designation change, however, he has drafted a letter asking the City for a condition on the project that requests ongoing consultation prior to issuance of any future building permits.

Zoning Map Change
A Zoning map amendment has the effect of rezoning property from one zoning district to another. The change requests a re-zoning of the parcel from the Open Area (O-A) zoning district to the Single Family Residential (R-1) zoning district. The requested change does not involve any zone text amendment.

This property is owned by Mr. Blum and for all intents and purposes it is used for the enjoyment of his property as his back yard. There is nothing that requires this parcel to be zoned as Open Area, other than the General Plan land use designation which will also be changed if this request is approved.

Development Standards
The change of zone and General Plan Designation does not involve any structure-building at this point that would affect setbacks, height, density, etc. However, it does need to meet the parcel standards for the Single Family Residential (R-1) zoning district, which the parcel is shown to meet in the table below.

<table>
<thead>
<tr>
<th>R-1 Residential Development Standards</th>
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<tbody>
<tr>
<td>Required</td>
</tr>
<tr>
<td>----------</td>
</tr>
<tr>
<td>Parcel Area</td>
</tr>
<tr>
<td>Parcel Width (Interior Parcel)</td>
</tr>
<tr>
<td>Parcel Depth</td>
</tr>
</tbody>
</table>

In order for the parcel to meet the development standards and to insure that it is not developed as a separate property, the City will require that the two parcels be merged into one.

Planning Commission Review
The Planning Commission held a Public Hearing on September 27, 2017 wherein they supported the Ordinance as presented and recommended that Council approve the draft Ordinance. The Commission further directed staff to survey other College Park neighbors to determine interest in making this same change.
CEQA
The proposed project has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the City’s environmental review procedures. The proposed ordinance has been determined to be exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15305 – minor alterations in land use limitations and 15061(b)(3) – activity is not subject to CEQA where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

Noticing
Public Hearing Notice – On October 4, 2017, Notice of City Council Public Hearing was posted at City Hall, the Community Center, and the Los Alamitos Museum and published in the News Enterprise on October 2, 2017. Public Hearing Notices were mailed out to all property owners and tenants within 500 feet of the property.

Fiscal Impact
None.

Submitted By: Steven Mendoza, Development Services Director
Approved By: Bret M. Plumlee, City Manager

Attachments: 1. City Council Resolution No. 2017-21
2. City Council Ordinance No. 2017-10
3. Planning Commission Resolution No. 17-06
4. Legal Description map
RESOLUTION NO. 2017-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING GENERAL PLAN AMENDMENT (GPA) 17-01 TO CHANGE THE GENERAL PLAN DESIGNATION FOR A 10,488 SQUARE FOOT PARCEL FROM OPEN AREA (O-A) TO SINGLE FAMILY RESIDENTIAL FOR A PARCEL TO THE REAR OF 3621 FENLEY DRIVE, APN 242-301-52 (APPLICANT: CARL T. BLUM)

WHEREAS, Carl T. Blum submitted an application to change the zone and General Plan designation from Open Area (O-A) to Single Family Residential (R-1) for the parcel known as APN 242-301-52; and,

WHEREAS, Section 17.70.030 of the Los Alamitos Municipal Code (LAMC) requires that any proposed Zoning Ordinance Amendment be recommended by a resolution to the City Council; and,

WHEREAS, the Planning Commission opened a duly noticed Public Hearing concerning proposed General Plan Amendment 17-01 on September 27, 2017; and,

WHEREAS, the Planning Commission considered all applicable Staff reports and all public testimony and evidence presented at the Public Hearing; and,

WHEREAS, at the conclusion of the public hearing, the Planning Commission adopted a resolution recommending that the City Council adopt this Resolution; and,

WHEREAS, the City Council held a duly noticed Public Hearing concerning this Amendment on October 16, 2017; and,

WHEREAS, the City Council considered all applicable Staff reports and all public testimony and evidence presented at the public hearing.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS DOES HEREBY 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. General Plan Amendment GPA17-01 is hereby approved to change the land use designation for the subject property from Open Area to Single Family Residential.

SECTION 3. In making this recommendation the City Council makes the following findings:
1. The proposed amendment ensures and maintains internal consistency with the actions, goals, objectives, and policies of the general plan, and would not create any inconsistencies with the zoning code, in the case of a General Plan Amendment. The General Plan Land Use Element Policy 4.5 Substandard parcels says to “Encourage improvement of existing buildings and property to comply with current standards and present an attractive and well-maintained appearance. When improvements are not feasible, support the consolidation of substandard parcels for reuse.” While this section of the General Plan does not apply directly to this scenario, it does mention consolidation of substandard parcels. This parcel is somewhat substandard as it does not have the access needed to be a useful, standalone parcel, nor does it have the ability for the residential homeowner to use what is basically his “backyard” as a residential space without changing the zone to residential. This General Plan Amendment makes only a minor change to the General Plan Map.

2. The proposed amendment would not be detrimental to the public convenience, health, interest, safety, or welfare of the city. This change does not affect the City in public convenience, health, interest, safety, or welfare. It will provide this property owner to the right to use his backyard property in the same way as any other residential property owner.

3. The proposed project has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the city’s environmental review procedures. The proposed ordinance has been determined to be exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15305 – minor alterations in land use limitations and 15061(b)(3) – activity is not subject to CEQA where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

SECTION 4. The following conditions shall apply to this project:

**Planning Department**

1. Approval of this application is to change the General Plan Designation for a 10,488 square foot parcel from Open Area (O-A) to Single Family Residential for a parcel to the rear of 3621 Fenley Drive, APN 242-301-52, with such additions, revisions, changes or modifications as required by the Planning Commission pursuant to approval of GPA 17-01 noted thereon, and on file in the Development Services Department. Subsequent submittals for this project shall be consistent with such plans and in compliance with the applicable land use regulations of the Los Alamitos Municipal Code. If any changes are proposed regarding
the location or alteration of this use, a request for an amendment of this approval must be submitted to the Development Services Director. If the Development Services Director determines that the proposed change or changes are consistent with the provisions and spirit of intent of this approval action, and that such action would have been the same with the proposed change or changes as for the proposal approved herein, the amendment may be approved by the Development Services Director without requiring a public meeting.

2. Failure to satisfy and/or comply with the conditions herein may result in the revocation of this approval by the Planning Commission and/or City Council.

3. The Applicant and the Applicant’s successors, in interest, shall be fully responsible for knowing and complying with all conditions of approval.

4. California Government Section 66020(d)(1) requires that the project Applicant be notified of all fees, dedications, reservations and other exactions imposed on the development for purposes of defraying all or a portion of the cost of public facilities related to development. Fees for regulatory approvals, including Planning processing fees, building permit fees and park development fees, are not included under this noticing requirement. Pursuant to Government Code Section 66020(d)(1), the Applicant is hereby notified that fees, dedications, reservations and other exactions imposed upon the development, which are subject to notification, are as follows:

   Fees: N/A
   Dedications: N/A
   Reservations: N/A
   Other Exactions: N/A

5. The Applicant has 90 days from the date of adoption of this Resolution to protest the impositions described above. The Applicant is also notified of the 180-day period from the date of this notice during which time any suit to protest impositions must be filed, and that timely filing of a protest within the 90-day period is a prerequisite.

6. The Applicant shall defend, indemnify, and hold harmless the City of Los Alamitos, its agents, officers, or employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul an approval of the City, its legislative body, advisory agencies or administrative officers of the subject application. The City will promptly notify the Applicant of any such claim, action or proceeding against the City and the Applicant will either
undertake defense of the matter and pay the City’s associated legal costs, or will advance funds to pay for defense of the matter by the City. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without the Applicant’s consent, but should it do so, the City shall waive the indemnification herein, except the City’s decision to settle or abandon a matter following an adverse judgment or failure to appeal, shall not cause a waiver of the indemnification rights herein.

7. The Property Owner/Applicant shall file an Acknowledgment of Conditions of Approval with the Development Services Department. The Property Owner/Applicant shall be required to record the Acknowledgment of these conditions of approval with the Office of the Orange County Recorder and proof of such recordation shall be submitted to the Development Services Department prior to issuance of any permits.

8. Applicant shall comply with all applicable City, County, and/or State regulations.

Kizh Garieleno Band of Mission Indians

9. Retain a Native American Monitor: The project Applicant will be required to obtain the services of a qualified Native American Monitor(s) during construction-related ground disturbance activities. Ground disturbance is defined by the Tribal Representatives from the Gabrieleño Band of Mission Indians-Kizh Nation as activities that include, but are not limited to, pavement removal, pot-holing or auguring, grubbing, weed abatement, boring, grading, excavation, drilling, and trenching, within the project area. The monitor(s) must be approved by the Tribal Representatives and will be present on-site during the construction phases that involve any ground disturbing activities. The Native American Monitor(s) will complete monitoring logs on a daily basis. The logs will provide descriptions of the daily activities, including construction activities, locations, soil, and any cultural materials identified. The monitor(s) will be required to provide insurance certificates, including liability insurance, for any tribal and/or archaeological resource(s) encountered during grading and excavation activities pertinent to the provisions outlined in the California Environmental Quality Act, California Public Resources Code Division 13, Section 21083.2 (a) through (k). The on-site monitoring shall end when the project site grading and excavation activities are completed, or when the Tribal Representatives and monitor have indicated that the site has a low potential for Tribal Cultural Resources.
Owner/Applicant shall be required to merge the two parcels into one (See Exhibit A).

10. The Property Owner/Applicant shall be required to merge the two parcels into one.

SECTION 4. This General Plan Amendment 17-01 shall not take effect until the two parcels have been merged and in no event, less than thirty days after the passage of companion Ordinance No. 2017-1.

SECTION 5. The City Council has determined that the above reference findings, in conjunction with all written and oral evidence presented to the City Council at the hearing, including staff reports, public testimony, and Council deliberation, constitutes substantial evidence for approval of General Plan Amendment (GPA)17-01.

SECTION 6. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 9th day of October, 2017.

__________________________
Shelley Hasselbrink, Mayor

ATTEST:

__________________________
Windmera Quintanar, City Clerk, CMC

APPROVED AS TO FORM:

__________________________
Michael S. Daudt, City Attorney
STATE OF CALIFORNIA  )
COUNTY OF ORANGE    ) ss.
CITY OF LOS ALAMITOS  )

I, Windmera Quintanar, CMC, 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 October, 2017, by the following vote, to wit:

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

Windmera Quintanar, City Clerk, CMC
ORDINANCE NO. 2017-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING ZONING ORDINANCE AMENDMENT (ZOA) 17-02 TO CHANGE THE ZONING DISTRICT FOR A 10,488 SQUARE FOOT PARCEL FROM OPEN AREA (O-A) TO SINGLE FAMILY RESIDENTIAL (R-1) FOR A PARCEL TO THE REAR OF 3621 FENLEY DRIVE, APN 242-301-52 (APPLICANT: CARL T. BLUM)

WHEREAS, Carl T. Blum submitted an application to change the zone and General Plan designation from Open Area (O-A) to Single Family Residential (R-1) for the parcel known as APN 242-301-52; and,

WHEREAS, Section 17.70.030 of the Los Alamitos Municipal Code (LAMC) requires that any proposed General Plan Amendment be recommended by a resolution to the City Council; and,

WHEREAS, the Planning Commission opened a duly noticed Public Hearing concerning proposed Zoning Ordinance Amendment 17-02 on September 27, 2017; and,

WHEREAS, the Planning Commission considered all applicable Staff reports and all public testimony and evidence presented at the Public Hearing; and,

WHEREAS, at the conclusion of the public hearing, the Planning Commission adopted a resolution recommending that the City Council adopt this Ordinance; and,

WHEREAS, the City Council held a duly noticed Public Hearing concerning this Amendment on October 16, 2017; and,

WHEREAS, the City Council considered all applicable staff reports and all public testimony and evidence presented at the public hearing.

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

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

SECTION 2. In making this recommendation the City Council makes the following findings:

1. The proposed amendment ensures and maintains internal consistency with the actions, goals, objectives, and policies of the general plan, and would not create any inconsistencies with the zoning code, in the case of a zoning code amendment. The General Plan Land
Use Element Policy 4.5 Substandard parcels says to “Encourage improvement of existing buildings and property to comply with current standards and present an attractive and well-maintained appearance. When improvements are not feasible, support the consolidation of substandard parcels for reuse.” While this section of the General Plan does not apply directly to this scenario, it does mention consolidation of substandard parcels. This parcel is somewhat substandard as it does not have the access needed to be a useful, standalone parcel, nor does it have the ability for the residential homeowner to use what is basically his “backyard” as a residential space without changing the zone to residential. This Zoning Map Change does not change any of the municipal code and makes only a minor change to the Zoning Map.

2. The proposed amendment would not be detrimental to the public convenience, health, interest, safety, or welfare of the City. This change does not affect the City in public convenience, health, interest, safety, or welfare. It will provide the property owner with the right to use his back yard property in the same way as any other residential property owner.

3. The proposed project has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the city’s environmental review procedures. The proposed ordinance has been determined to be exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15305 – minor alterations in land use limitations and 15061(b)(3) – activity is not subject to CEQA where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

4. Additional Finding for Zoning Map Amendments: The site(s) is/are physically suitable (including access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints) for the requested zoning designation(s) and anticipated land use development(s) as the parcel will be required to be merged with the Property Owner’s adjacent parcel.

SECTION 3. The following conditions shall apply to this project:

**Planning Department**

1. Approval of this application is to change the zoning district for a 10,488 Square foot parcel from Open Area (O-A) to Single Family Residential (R-1) for a parcel to the rear of 3621 Fenley Drive, APN 242-301-52, with such additions, revisions, changes or modifications as required by the Planning Commission pursuant to approval of ZOA 17-02 noted
thereon, and on file in the Development Services Department. Subsequent submittals for this project shall be consistent with such plans and in compliance with the applicable land use regulations of the Los Alamitos Municipal Code. If any changes are proposed regarding the location or alteration of this use, a request for an amendment of this approval must be submitted to the Development Services Director. If the Development Services Director determines that the proposed change or changes are consistent with the provisions and spirit of intent of this approval action, and that such action would have been the same with the proposed change or changes as for the proposal approved herein, the amendment may be approved by the Development Services Director without requiring a public meeting.

2. Failure to satisfy and/or comply with the conditions herein may result in revocation by the Planning Commission and/or City Council of this approval.

3. The Applicant and the Applicant’s successors, in interest, shall be fully responsible for knowing and complying with all conditions of approval.

4. California Government Section 66020(d)(1) requires that the project Applicant be notified of all fees, dedications, reservations and other exactions imposed on the development for purposes of defraying all or a portion of the cost of public facilities related to development. Fees for regulatory approvals, including Planning processing fees, building permit fees and park development fees, are not included under this noticing requirement.

Pursuant to Government Code Section 66020(d)(1), the Applicant is hereby notified that fees, dedications, reservations and other exactions imposed upon the development, which are subject to notification, are as follows:

- Fees: N/A
- Dedications: N/A
- Reservations: N/A
- Other Exactions: N/A

5. The Applicant has 90 days from the date of adoption of this Ordinance to protest the impositions described above. The Applicant is also notified of the 180-day period from the date of this notice during which time any suit to protest impositions must be filed, and that timely filing of a protest within the 90-day period is a prerequisite.

6. The Applicant shall defend, indemnify, and hold harmless the City of Los Alamitos, its agents, officers, or employees from any claim, action or
proceeding against the City or its agents, officers or employees to attack, set aside, void or annul an approval of the City, its legislative body, advisory agencies or administrative officers of the subject application. The City will promptly notify the Applicant of any such claim, action or proceeding against the City and the Applicant will either undertake defense of the matter and pay the City’s associated legal costs, or will advance funds to pay for defense of the matter by the City. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without the Applicant’s consent, but should it do so, the City shall waive the indemnification herein, except the City’s decision to settle or abandon a matter following an adverse judgment or failure to appeal, shall not cause a waiver of the indemnification rights herein.

7. The Property Owner/Applicant shall file an Acknowledgment of Conditions of Approval with the Development Services Department. The Property Owner/Applicant shall be required to record the Acknowledgment of these conditions of approval with the Office of the Orange County Recorder and proof of such recordation shall be submitted to the Development Services Department prior to issuance of any permits.

8. Applicant shall comply with all applicable City, County, and/or State regulations.

**Kizh Garieleno Band of Mission Indians**

9. Retain a Native American Monitor: The project Applicant will be required to obtain the services of a qualified Native American Monitor(s) during construction-related ground disturbance activities. Ground disturbance is defined by the Tribal Representatives from the Gabrieleño Band of Mission Indians-Kizh Nation as activities that include, but are not limited to, pavement removal, pot-holing or auguring, grubbing, weed abatement, boring, grading, excavation, drilling, and trenching, within the project area. The monitor(s) must be approved by the Tribal Representatives and will be present on-site during the construction phases that involve any ground disturbing activities. The Native American Monitor(s) will complete monitoring logs on a daily basis. The logs will provide descriptions of the daily activities, including construction activities, locations, soil, and any cultural materials identified. The monitor(s) will be required to provide insurance certificates, including liability insurance, for any tribal and/or archaeological resource(s) encountered during grading and excavation activities pertinent to the provisions outlined in the California Environmental Quality Act, California Public Resources Code Division 13, Section 21083.2 (a) through (k). The on-site monitoring shall end when the project site
grading and excavation activities are completed, or when the Tribal Representatives and monitor have indicated that the site has a low potential for Tribal Cultural Resources. The Property Owner/Applicant shall be required to merge the two parcels into one (See Exhibit A).

SECTION 4. This Zoning Ordinance Amendment 17-02 shall not be effective until the merger of the lots is accomplished and in no event, less than thirty days after the passage of this Ordinance.

SECTION 5. 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.

SECTION 6. This Ordinance shall take effect thirty days after approval as provided in Government Code Section 36937.

PASSED, APPROVED AND ADOPTED this 20th day of November, 2017.

Shelley Hasselbrink, Mayor

ATTEST:

Windmera Quintanar, City Clerk, CMC

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney
I, Windmera Quintanar, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Ordinance No. was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 16th day of October, 2017 and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 20th day of November, 2017, by the following vote, to wit:

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

Windmera Quintanar, City Clerk, CMC
RESOLUTION NO. PC 17-06

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LOS ALAMITOS, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL APPROVE A RESOLUTION FOR GENERAL PLAN AMENDMENT (GPA) 17-01 AND AN ORDINANCE FOR ZONING ORDINANCE AMENDMENT (ZOA) 17-02 TO CHANGE BOTH THE GENERAL PLAN DESIGNATION AND THE ZONING DISTRICT FOR A 10,488 SQUARE FOOT PARCEL FROM OPEN AREA (0-A) TO SINGLE FAMILY RESIDENTIAL (R-1) FOR A PARCEL TO THE REAR OF 3621 FENLEY DRIVE, APN 242-301-52 (APPLICANT: CARL T. BLUM)

WHEREAS, Carl T. Blum submitted an application to change the zone and General Plan designation from Open Area (0-A) to Single Family Residential (R-1) for the parcel known as APN 242-301-52; and,

WHEREAS, Section 17.70.030 of the Los Alamitos Municipal Code (LAMC) requires that any proposed General Plan Amendment or Zoning Ordinance Amendment be recommended by a resolution to the City Council; and,

WHEREAS, the Planning Commission opened a duly noticed Public Hearing concerning this Resolution on September 27, 2017; and,

WHEREAS, the Planning Commission considered all applicable Staff reports and all public testimony and evidence presented at the Public Hearing.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The Planning Commission hereby recommends that the City Council adopt Resolution No. TBD and Ordinance No. TBD (ZOA 17-TBD), attached hereto as Exhibits A and B respectively.

SECTION 2. In making this recommendation the Planning Commission makes the following findings:

1. The proposed amendments ensure and maintain internal consistency with the actions, goals, objectives, and policies of the general plan, and would not create any inconsistencies with this zoning code. The General Plan Land Use Element Policy 4.5 Substandard parcels says to "Encourage improvement of existing buildings and property to comply with current standards and present an attractive and well-maintained appearance. When improvements are not feasible, support the consolidation of substandard parcels for reuse." While this section of the General Plan does not apply directly to this scenario, it does mention consolidation of substandard parcels. This
parcel is somewhat substandard as it does not have the access needed to be a useful, standalone parcel, nor does it have the ability for the residential homeowner to use what is basically his "backyard" as a residential space without changing the zone to residential. This Zoning Map Change does not change any of the municipal code and makes only a minor change to the Zoning Map.

2. The proposed amendments would not be detrimental to the public convenience, health, interest, safety, or welfare of the City. This change does not affect the City in public convenience, health, interest, safety, or welfare. It will provide the property owner the right to use his entire property in the same way as any other residential property owner.

3. The proposed project has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the city's environmental review procedures. The proposed ordinance has been determined to be exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15305 - minor alterations in land use limitations and 15061(b)(3) - activity is not subject to CEQA where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

4. Additional Finding for Zoning Map Amendments: The site is physically suitable (including access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints) for the requested zoning designation(s) and anticipated land use development(s). The parcel only has access through the front lot, and the City is requiring as a condition of approval that the lots be merged.

PASSED, APPROVED, AND ADOPTED this 27th day of September, 2017.

______________________________
Larry Andrade, Chair

ATTEST:

______________________________
Steven A. Mendoza, Secretary
APPROVED AS TO FORM:

Cary Reisman
City Attorney

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

I, Steven Mendoza, Planning Commission Secretary of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Planning Commission held on the 27th day of September, 2017, by the following vote, to wit:

   AYES: Andrade, Cutily, DeBolt, Grose, Loe, Riley

   NOES: None
   ABSENT: Sofelkanik
   ABSTAIN: None

__________________________________________
Steven A. Mendoza, Secretary
ADJUSTED LEGAL DESCRIPTION:

PARCEL 1:

LOT 94 OF TRACT NO. 4925, IN THE CITY OF LOS ALAMITOS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 197, PAGES 13, 14 AND 15 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER ORANGE COUNTY, ALONG WITH THAT PORTION OF LAND DESCRIBED AS PARCEL B' IN A DEED TO THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, RECORDED IN BOOK 3174, PAGE 353, OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, AND IN BOOK 48608, PAGE 438, OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF LOS ANGELES, MORE PARTICULARLY DESCRIBED AS THAT PARCEL OF LAND BOUNDED ON THE SOUTHEAST BY THE SOUTHEASTERLY LINE OF SAID LAND; ON THE SOUTH BY THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 94, TRACT NO. 4925, ON THE NORTH BY THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF LOT 97 OF SAID TRACT; BEGINNING AT THE MOST EASTERLY CORNER OF SAID PARCEL B'; THENCE SOUTH 37° 02' 44' WEST 18.61 FEET ALONG SAID SOUTHEASTERLY LINE; THENCE SOUTH 75° 28' 24' WEST 106.85 FEET; THENCE SOUTH 48° 41' 29' WEST 42.56 FEET TO A LINE PARALLEL WITH AND 75 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID SOUTHEASTERLY LINE; THENCE SOUTH 37° 02' 44' WEST 512.38 FEET ALONG SAID PARALLEL LINE; SOUTH 35° 46' 10' WEST 395.18 FEET.

SAID PARCEL CONTAINS 16,739 SQUARE FEET

DEREK J. McGregor, PLS 6496
EXHIBIT "B"
LOT LINE ADJUSTMENT
LLA 2017-____
ADJUSTMENT MAP

<table>
<thead>
<tr>
<th>RECORD OWNERS</th>
<th>EXISTING APN'S NUMBERS</th>
<th>PROPOSED PARCEL REFERENCE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>CARL BLUM &amp; KELSEY BLUM</td>
<td>242-301-13</td>
<td>PARCEL 1</td>
</tr>
<tr>
<td>CARL BLUM &amp; KELSEY BLUM</td>
<td>242-301-52</td>
<td>PARCEL 1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CURVE DATA:</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1 - R=48.00'</td>
</tr>
<tr>
<td>Δ=35°48'36&quot;</td>
</tr>
<tr>
<td>L=30.00'</td>
</tr>
</tbody>
</table>

REFERENCE GRANT
DEED DD 2015.391009
EXHIBIT "C"
LOT LINE ADJUSTMENT
LLA 2017-____
ADJUSTMENT MAP

<table>
<thead>
<tr>
<th>RECORD OWNERS</th>
<th>EXISTING APN'S NUMBERS</th>
<th>PROPOSED PARCEL REFERENCE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>CARL BLUM &amp; KELSEY BLUM</td>
<td>242-301-13</td>
<td>PARCEL 1</td>
</tr>
<tr>
<td>CARL BLUM &amp; KELSEY BLUM</td>
<td>242-301-52</td>
<td>PARCEL 1</td>
</tr>
</tbody>
</table>

SCALE: 1" = 40'

CURVE DATA:

C1 - R = 48.00'
Δ = 35'48"36"
L = 30.00'

REFERENCE GRANT
DEED DD 2015.391009
City of Los Alamitos

Agenda Report  
Discussion Item  
October 16, 2017  
Item No.: 12A

To: Mayor Shelley Hasselbrink & Members of the City Council
Via: Bret M. Plumlee, City Manager
From: Michael S. Daudt, City Attorney
Subject: Organic Waste Recycling Services Update

Summary: Further consideration of negotiated proposal pricing from Republic Services to provide State-mandated organic waste recycling services to all commercial accounts meeting the State’s threshold, including consideration of a letter of interest submitted by Ware Disposal.

Recommendations:

1. Accept the negotiated proposal pricing from Republic Services for the provision of State-mandated organic waste recycling services as presented to City Council on September 18, 2017; or

2. Direct the City Manager to further negotiate proposal pricing with Republic Services for the provision of State-mandated organic waste recycling services; or

3. Direct the City Manager to solicit a proposal from and enter into negotiations with Ware Disposal for the provision of State-mandated organic waste recycling services; or

4. Direct the City Manager to solicit a proposal from Ware Disposal and enter into concurrent negotiations with both Ware Disposal and Republic Services for the provision of State-mandated organic waste recycling services.

Background

At its regular meeting on September 18, 2017, the City Council considered a proposal from Republic Services, the City’s franchise waste hauler, to provide State-mandated AB 1826 organic waste recycling services. A copy of the September 18, 2017 Agenda Report is attached hereto as Exhibit “A”. Following discussion on the matter, the City Council directed Staff to send a letter to other waste haulers operating in the area asking whether they would be interested in submitting proposals to provide the required organic waste recycling services.
Discussion

On September 28, 2017, the City Manager mailed a request for letters of interest to five waste haulers: CR&R, Universal Waste Systems, Valley Vista Services, Ware Disposal, and Waste Management. Only one waste hauler responded. By letter dated October 2, 2017, attached hereto as Exhibit “B”, Ware Disposal confirmed its interest in submitting a proposal to the City of Los Alamitos for the provision of AB 1826 organic waste recycling services. CR&R and Waste Management, the two waste haulers with established organic recycling programs and which already own the equipment and infrastructure necessary to process organic waste, did not respond to the City Manager’s inquiry.

At this time, Staff has identified four potential options and is seeking further direction from the City Council. The City Council could either:

1. Accept the negotiated proposal pricing from Republic Services for the provision of State-mandated organic waste recycling services as presented to City Council on September 18, 2017; or

2. Direct the City Manager to further negotiate proposal pricing with Republic Services for the provision of State-mandated organic waste recycling services; or

3. Direct the City Manager to solicit a proposal from and enter into negotiations with Ware Disposal for the provision of State-mandated organic waste recycling services; or

4. Direct City Manager to solicit a proposal from Ware Disposal and enter into concurrent negotiations with both Ware Disposal and Republic Services for the provision of State-mandated organic waste recycling services.

Fiscal Impact

None.

Submitted By: Michael S. Daudt, City Attorney
Approved by: Bret M. Plumlee, City Manager

               2. Ware Disposal response to request for letters of Interest (Oct. 2, 2017)
City of Los Alamitos

Agenda Report
Consent Calendar
September 18, 2017
Item No.: 11D

To: Mayor Shelley Hasselbrink & Members of the City Council

Via: Bret M. Plumlee, City Manager

From: Steven A. Mendoza, Development Services Director

Subject: Organic Waste Recycling Services

Summary: Consideration and acceptance of negotiated proposal pricing from Republic Services to provide State mandated organic waste recycling services to all commercial accounts meeting the State’s threshold.

Recommendations:

1. Authorize the City Manager to approve the proposed organic waste recycling program at the negotiated cost of $129,444 per-year to commercial users; and,

2. Authorize the City Manager to approve a commercial trash service rate increase of 8.20% to reimburse Republic Services for this negotiated cost; and,

3. Authorize the City Manager to establish this rate increase and the services provided thereunder as a pilot program, commencing on or about October 1, 2017 and concluding December 31, 2018; and,

4. Authorize the City Manager to request and have performed an audit of Republic Services costs of collection, under the pilot program, in order to establish true program costs that will be adopted as a rate adjustment, commencing January 1, 2019.

Background

In October 2014 Governor Brown signed AB 1826 Chesbro (Chapter 727, Statutes of 2014), requiring businesses to recycle their organic waste on and after April 1, 2016, depending on the amount of waste they generate per week. This law also requires that on and after January 1, 2016, local jurisdictions across the state implement an organic waste recycling program to divert organic waste generated by businesses, including multifamily residential dwellings that consist of five or more units (please note, however,
that multifamily dwellings are not required to have a food waste diversion program). Organic waste (also referred to as organics throughout this resource) means food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste. This law phases in the mandatory recycling of commercial organics over time, while also offering an exemption process for rural counties. In particular, the minimum threshold of organic waste generation by businesses decreases over time, which means an increasingly greater proportion of the commercial sector will be required to comply.

The law phases in over time based on the amount and type of waste the business produces on a weekly basis, with full implementation realized in 2019. Additionally, the law contains a 2020 trigger that will increase the scope of affected businesses if waste reduction targets are not met. The implementation schedule is as follows:

<table>
<thead>
<tr>
<th>Time Line</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1, 2016</td>
<td>Local jurisdictions shall have an organic waste recycling program in place. Jurisdictions shall conduct outreach and education to inform businesses how to recycle organic waste in the jurisdiction, as well as monitoring to identify those not recycling and to notify them of the law and how to comply.</td>
</tr>
<tr>
<td>April 1, 2016</td>
<td>Businesses that generate 8 cubic yards of organic waste per week shall arrange for organic waste recycling services.</td>
</tr>
<tr>
<td>January 1, 2017</td>
<td>Businesses that generate 4 cubic yards of organic waste per week shall arrange for organic waste recycling services.</td>
</tr>
<tr>
<td>August 1, 2017 and Ongoing:</td>
<td>Jurisdictions shall provide information about their organic waste recycling program implementation in the annual report submitted to CalRecycle. (See above for description of information to be provided.)</td>
</tr>
<tr>
<td>Fall 2018:</td>
<td>After receipt of the 2017 annual reports submitted on August 1, 2018, CalRecycle shall conduct its formal review of those jurisdictions that are on a two-year review cycle.</td>
</tr>
<tr>
<td>January 1, 2019</td>
<td>Businesses that generate 4 cubic yards or more of commercial solid waste per week shall arrange for organic waste recycling services.</td>
</tr>
<tr>
<td>Fall 2020:</td>
<td>After receipt of the 2019 annual reports submitted on August 1, 2020, CalRecycle shall conduct its formal review of all jurisdictions.</td>
</tr>
<tr>
<td>Summer/Fall 2021:</td>
<td>If CalRecycle determines that the statewide disposal of organic waste in 2020 has not been reduced by 50 percent of the level of disposal during 2014, the organic recycling requirements on businesses will expand to cover businesses that generate 2 cubic yards or more of commercial solid waste per week. Additionally, certain exemptions may no longer be available if this target is not met.</td>
</tr>
</tbody>
</table>

**Discussion**

The City has an estimated eleven (11) businesses and institutions that are currently required by the AB 1826 mandate to have an organic waste recycling program. There are currently no fully compliant organic waste recycling programs in place as the private sector has not developed the needed infrastructure or collection capabilities to support such programs. Within Orange County, all jurisdictions have elected to have the
franchise trash hauler provide this service, with the majority establishing their programs within the past year.

In order to fulfill the City of Los Alamitos’ obligation to arrange for organic waste recycling services, the City has been in negotiations with Republic Services for the past several months. The goal of these negotiations was to establish a reasonable cost for their proposed organic waste recycling program. This was difficult as an actual cost figure for this service was not available as these programs are all in their infancy. In addition, the proposed costs presented by Republic Services included many assumptions that required further analysis and discussion. The table below shows the results of the City’s negotiation process, and the 40.51% reduction in proposed costs we have achieved:

<table>
<thead>
<tr>
<th>Item</th>
<th>Equipment &amp; Collection</th>
<th>Material Processing</th>
<th>Requested Income</th>
<th>Total Program Cost to City</th>
<th>Reduction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Proposal</td>
<td>$83,098.00</td>
<td>$96,460.00</td>
<td>$38,016.00</td>
<td>$217,574.00</td>
<td></td>
</tr>
<tr>
<td>Revised Proposal #1</td>
<td>$61,786.00</td>
<td>$96,460.00</td>
<td>$22,476.00</td>
<td>$180,722.00</td>
<td>16.94%</td>
</tr>
<tr>
<td>Revised Proposal #2</td>
<td>$48,468.00</td>
<td>$66,144.00</td>
<td>$25,110.00</td>
<td>$139,722.00</td>
<td>35.78%</td>
</tr>
<tr>
<td>Final Negotiated Cost</td>
<td>$48,468.00</td>
<td>$58,500.00</td>
<td>$22,476.00</td>
<td>$129,444.00</td>
<td>40.51%</td>
</tr>
</tbody>
</table>

At this juncture City Staff believes the lowest possible cost has been negotiated. These costs encompass the services required under the following pilot program negotiation points:

1. Pilot program will commence on October 1, 2017 (assuming City Council approval at their September 2017 meeting). The pilot program will conclude on December 31, 2018.

2. Two “true-up” reviews are to be performed to address actual material processing costs incurred. The first review will occur during the 6th month of the pilot program. The second review will occur during the 12th month of the pilot program. Commercial rates will be adjusted to allow Republic Services to recoup any material processing costs above the budgeted annual amount ($58,500). For review purposes this equates to $4,875 per calendar month.

3. The City will adjust the commercial rate for the 7th month of the pilot program, only if incurred material processing costs have exceeded the budgeted amount. This first adjustment will increase this rate component amount to reimburse Republic Services for any incurred overages, and to reasonably prevent such overages in future months.

4. The City will adjust the commercial rate for the 13th month of the program. This adjustment will either increase or decrease the pilot program rate.
increase to reasonably approximate material processing costs incurred and costs reasonably expected for months 13 and 14 or the program.

5. Republic Services will provide organics recycling collection services to all covered businesses, as established by AB 1826. Republic Services will work with the City to establish an agreed upon number of service recipients (11 to 13 discussed).

6. Starting in July 2018 the City will work with Republic Services to establish actual costs incurred for providing this service and project what costs will reasonably be incurred when the State mandates organic recycling services be provided to all business that generate 4-cubic-yards (or more) of trash per week. We expect the number of customers falling under this January 1, 2019 mandate will be over 500. Our goal is to have a mutually agreeable new program rate ready for City Council review during the month of October 2018.

Both City Staff and Republic Services recommend spreading the cost of this pilot organic waste recycling program to all commercial customers for the following reasons:

- By January 1, 2019 virtually all commercial customers will be required to have an organic waste recycling program;
- With only 11 customers currently under the AB 1826 mandate, direct charges for service would be a significant financial impact (over $10,000 per-year, per-business).
- The City needs to obtain actual cost data, thus participation by all mandated customers is needed to provide accurate data.
- Spreading costs allows “free” placement of organic waste recycling containers, so cost is not a deterrent to participation.

During fiscal year 2016/2017 commercial rate payers were charged a total of $1,579,326. The addition of $129,444 in pilot program costs will, therefore, require a one-time increase of 8.20% to existing trash rates.

**Fiscal Impact**

The cost of the proposed pilot program for organic waste recycling will be borne 100% by the City’s commercial rate payers; therefore, there is no fiscal impact upon the City.

Submitted By: Steven A. Mendoza, Development Services Director
Approved By: Bret M. Plumlee, City Manager
2 October 2017

Mr Bret Plumlee  
City Manager  
City of Los Alamitos  
3191 Katella Avenue  
Los Alamitos, California 90720 5600

RE: Request for Letters of Interest, Organic Waste Recycling Services

Dear Mr Plumlee:

Ware Disposal Inc. has received the City of Los Alamitos’ 28 September 2017 request for letters of interest regarding organic waste recycling services.

With this written correspondence, Ware Disposal Inc. would like to indicate its interest in submitting a formal bid/proposal for AB 1826 services in and for the City of Los Alamitos.

If you should have any further questions and/or concerns, please feel free to contact me on 714 664 0677 x105 or at jay@waredisposal.com.

Sincerely,

[Signature]

JAY WARE  
General Manager  
Ware Disposal Inc.