

CITY OF LOS ALAMITOS
Council Chamber
3191 Katella Ave., Los Alamitos, CA 90720

**CITY COUNCIL AGENDA
REGULAR MEETING**

Monday, April 18, 2022 – 6:00 p.m.

SAFETY ALERT – NOTICE REGARDING COVID-19

If you wish to attend the City Council meeting in person, the Council Chamber located at 3191 Katella Ave., Los Alamitos, California 90720, will have seating for this meeting and the public shall have the right to observe and offer public comment at this location. **The City of Los Alamitos continues to follow the Centers for Disease Control and Prevention (CDC) guidelines and these provisions are subject change with short notice.**

While you may attend this meeting in person, given the health risks associated with COVID-19, please be advised that you may submit comments on any agenda item or on any item not on the agenda by email to cityclerk@cityoflosalamitos.org with the subject line "PUBLIC COMMENT". Comments **received by 3:00 p.m.** will be compiled, provided to the City Council, and made available to the public before the start of the meeting. Staff will not read email comments at the meeting but the official record will include all email comments received until the close of the meeting. You may also view the meeting live on local cable channel 3.

Please consider carefully before attending this meeting in person and do not attend this meeting in person if you have had direct contact with someone who has tested positive for Coronavirus (COVID-19), or you are experiencing symptoms such as coughing, sneezing, fever, difficulty breathing or other flu-like symptoms.

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 online at www.cityoflosalamitos.org.

Persons wishing to address the City Council on any item on the City Council Agenda should complete a blue "Request to Speak" card and 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.

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

1. CALL TO ORDER

2. ROLL CALL

Mayor Hasselbrink
Mayor Pro Tem Doby
Council Member Bates
Council Member Chirco
Council Member Nefulda

3. PLEDGE OF ALLEGIANCE

Council Member Chirco will lead the Pledge of Allegiance.

4. INVOCATION

Mayor Hasselbrink will give the Invocation.

5. PRESENTATIONS

A. Presentations of a Commendation to OneLegacy Ambassador in Recognition of National Donate Life Month

B. Introduction of Police Officer Daniel Kim

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

Ratify the Warrants for the period from March 8, 2022, through April 4, 2022 in the amount of \$1,221,182.17

ROLL CALL

Mayor Hasselbrink
Mayor Pro Tem Doby
Council Member Bates
Council Member Chirco
Council Member Nefulda

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 City Council Regular Minutes of March 21, 2022 and Adjourned Regular Minutes of April 11, 2022.

B. Findings Required by AB 361 for the Continued Use of Teleconferencing for Meetings (City Attorney)
For the City Council to continue to have the option to meet via teleconference during the pandemic, AB 361 requires the City Council make specific findings at least every thirty (30) days.

Recommendation: Make the following findings by a majority vote of the City Council:

1. A state of emergency has been proclaimed by California's Governor due to the COVID-19 pandemic, and continues to be in effect; and,
2. The City Council has reconsidered the circumstances of the state of emergency; and,
3. State and local officials continue to recommend measures to promote social distancing to slow the spread of COVID-19.

C. Amendment No. 4 to the Consulting Services Agreement with Michael Balliet Consulting, LLC for Solid Waste Diversion and State-Mandated Compliance Consulting Service (Development Services)
This item seeks approval of Amendment No. 4 with Michael Balliet Consulting, LLC (MBC), to continue to provide solid waste consulting for an additional two years ending on June 30, 2024. The current Professional Services Agreement (PSA) expires on June 30, 2022.

Recommendation: Authorize the Mayor to execute Amendment No. 4 to the Consulting Services Agreement with Michael Balliet Consulting, LLC (MBC) extending the term of the Agreement for an additional two years ending on June 20, 2024. The maximum amount of compensation paid by City to MBC for on-call and as-needed services would be \$44, 500 (\$22,500 in contract year one, and \$20,000 in contract year two).

D. Amendment No. 8 to Bus Shelter License and Maintenance Agreement with Clear Channel Outdoor, LLC (Development Services)
This item seeks approval of Amendment No. 8 to the Bus Shelter License and Maintenance Agreement with Clear Channel Outdoor, LLC to allow for the continued provision of services until June 30, 2023. The current Professional Services Agreement (PSA) ("Agreement"), as extended by

Amendment Nos. 1-7, will expire on June 30, 2022.

Recommendation: Authorize the Mayor to execute Amendment No. 8 to the Bus Shelter License and Maintenance Agreement with Clear Channel Outdoor, LLC, to extend the term of the Agreement, with no fiscal impact, for an additional twelve (12) months, ending on June 30, 2023.

E. Amendment No. 1 to the Professional Services Agreement with Terra Nova Planning & Research, Inc. for Preparation and Consultation of the City's General Plan Housing Element (Development Services)

This item seeks approval of Amendment No. 1 with Terra Nova Planning & Research, Inc., to continue to provide preparation and consultation on the City's General Plan Housing Element until December 31, 2022.

Recommendation: Authorize the Mayor to execute Amendment No. 1 to the Professional Services Agreement with Terra Nova Planning & Research, Inc., extending the term of the Agreement until December 31, 2022. If approved, the Amendment would increase the maximum amount of compensation paid by City to Terra Nova Planning & Research pursuant to the PSA by \$13,400.

F. Award of Contract to United Storm Water for the Installation of Catch Basin CPS (Connector Pipe Screens) Project Citywide (CIP No. 21/22-05) (Development Services)

This item recommends award of Contract to United Storm Water to begin fabrication and installation of storm water protection Connector Pipe Screen (CPS) units in the City's 122 catch basins. This project will install trash screens in the City's catch basins as a requirement of the State Water Quality Control Board.

Recommendation:

1. Award of Contract for the fabrication and installation of the Catch Basin CPS (Connector Pipe Screens) Project Citywide (CIP No. 21/22-05) in the amount of \$92,529.68 to United Storm Water, Inc., and,
2. Authorize the Mayor to execute the contract with United Storm Water, Inc. for the project; and,
3. Authorize City Engineer to add work and execute change orders in an amount not to exceed the contingency reserve of 5% or \$4,626.48; and,
4. Appropriate \$6,874.32 to the Installation of Catch Basin CPS (Connector Pipe Screens) Project account funding from the Measure M account.

**G. Resolutions Establishing the City’s Urban Forest Program
(Development Services)**

The proposed resolutions will enhance the City’s Urban Forest Program by revising specific sections within the Parkway Tree Master Plan including an update to the City’s approved tree list; adopt the Tree City USA standards; and, establish a Tree Dedication Memorial Program.

Recommendation:

1. Adopt Resolution No. 2022-14, entitled, “A RESOLUTION OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ESTABLISHING THE PARKWAY TREE MASTER PLAN”; and,
2. Adopt Resolution No. 2022-15, entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA ESTABLISHING THE TREE DEDICATION MEMORIAL PROGRAM”.

**H. Appointment to the Parks, Recreation, and Cultural Arts Commission
(City Clerk)**

This report provides relevant information by which the City Council may appoint to the Parks, Recreation, and Cultural Arts Commission.

Recommendation: Appoint Janet Gallagher to the Parks, Recreation, and Cultural Arts Commission for an unexpired term ending December 2025.

11. PUBLIC HEARING

A. Fiscal Year 2022-23 Master Fee Schedule Update (Finance)

In an effort to keep cost recovery in parity with the services rendered, it is recommended that the City Council approve the proposed Master Fee Schedule update, which includes a 7.4% increase in applicable fees commensurate with increases in the Consumer Price Index (CPI).

Recommendation:

1. Open the Public Hearing; and,
2. Review the Fiscal Year 2022-23 Master Fee Schedule Update, and;
3. Adopt Resolution No. 2022-11, entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING THE MASTER FEE SCHEDULE BY ADJUSTING CERTAIN USER FEES BASED ON THE INCREASE IN THE CONSUMER PRICE INDEX (CPI)”.

B. Ordinance No. 2022-02 – Permitting the Keeping of Female Chickens (Hens) in Residential Zones (ZOA 22-01) (Development Services)

Consideration of Ordinance No. 2022-01 concerning the keeping of female chickens, or hens, in residential zones.

Recommendation

1. Open the Public Hearing; and,
2. Introduce for first reading, read by title only, and waive further reading of Ordinance No. 2022-02; and,
3. City Attorney Daudt read the title of Ordinance No. 2022-02 entitled, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTIONS 17.08.020, 6.20.010, AND 8.32.020.24 OF THE LOS ALAMITOS MUNICIPAL CODE, AND ADDING NEW SECTION 6.20.180 TO THE LOS ALAMITOS MUNICIPAL CODE CONCERNING the keeping of FEMALE chickens (hens) in residential zones (ZOA 22-01) (CITY INITIATED).”

12. CLOSED SESSION

A. CONFERENCE WITH LABOR NEGOTIATOR

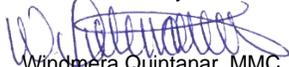
City Negotiator: Shelley Hasselbrink, Mayor
Employee/Organization: Chet Simmons, City Manager
Authority: Government Code Section 54957.6

B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Manager
Authority: Government Code Section 54957

13. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted at the Los Alamitos City Hall, 3191 Katella Ave. and online at www.cityoflosalamitos.org not less than 72 hours prior to the meeting.



Windra Quintanar, MMC, City Clerk
Dated: April 13, 2022

CITY OF LOS ALAMITOS
A/P Warrants
APRIL 18, 2022

To Ratify

Pages:

1-7	\$	255,516.88	Warrant	03/09/2022
8-16	\$	366,666.50	Warrant	03/23/2022
17	\$	9,904.30	April Retirees	04/01/2022
18	\$	170,513.19	Payroll	03/04/2022
19	\$	92,878.04	Benefits & Withholdings	03/04/2022
20	\$	168,506.84	Payroll	03/18/2022
21	\$	157,196.42	Benefits & Withholdings	03/18/2022
Grand Total	\$	<u>1,221,182.17</u>		

The attached Warrant Register containing checks and electronic funds transfers for the period from March 8, 2022 to April 4, 2022, is being presented for ratification by the City Council. The expenditures noted within this Warrant Register conform to the budget approved by the City Council. The Director of Finance certifies to the accuracy of the attached register and to the availability of monies for payment thereof.

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 Craig Koehler, Finance Director


 this 4th day of April, 2022

WARRANTS 3/09/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ALL CITY MANAGEMENT SERVICES	CROSSING GUARD 1/9/22-1/22	GENERAL FUND	TRAFFIC	5,025.72
	CROSSING GUARD 1/23/22-2/5	GENERAL FUND	TRAFFIC	5,793.48
	TOTAL:			10,819.20
AMERICAN RENTALS	CONCRETE FOR SIDEWALK REPA	GENERAL FUND	STREET MAINTENANCE	15.39
	TOTAL:			15.39
ARC DOCUMENT SOLUTIONS, LLC	DETECTIVE SIGNAGE	GENERAL FUND	INVESTIGATION	169.46
	TOTAL:			169.46
THE BANK OF NEW YORK MELLON TRUST CO.	INTEREST PAYABLE	LAUREL PARK DEBT S	NON-DEPARTMENTAL	63,784.38
	TOTAL:			63,784.38
LCRR MEDICAL CORPORATION	LOS AL BUCKS REIM	AMERICAN RESCUE PL	INVALID DEPARTMENT	180.00
	TOTAL:			180.00
BOARD OF EQUALIZATION	SALES & USE TAX OCT-DEC 20	GENERAL FUND	ADMINISTRATION	1.21
	SALES & USE TAX OCT-DEC 20	GENERAL FUND	POLICE ADMINISTRATION	14.70
	SALES & USE TAX OCT-DEC 20	GENERAL FUND	PATROL	8.13
	SALES & USE TAX OCT-DEC 20	GENERAL FUND	COMMUNITY OUTREACH	0.22
	SALES & USE TAX OCT-DEC 20	GENERAL FUND	COMMUNITY DEVEL ADMIN	2.33
	SALES & USE TAX OCT-DEC 20	GENERAL FUND	STREET MAINTENANCE	90.15
	SALES & USE TAX OCT-DEC 20	GENERAL FUND	STREET MAINTENANCE	21.61
	SALES & USE TAX OCT-DEC 20	GENERAL FUND	STREET MAINTENANCE	240.23
	SALES & USE TAX OCT-DEC 20	GENERAL FUND	PARK MAINTENANCE	2.00
	SALES & USE TAX OCT-DEC 20	GENERAL FUND	BUILDING MAINTENANCE	23.59
	SALES & USE TAX OCT-DEC 20	GENERAL FUND	RECREATION ADMINISTRATION	4.09
	SALES & USE TAX OCT-DEC 20	GENERAL FUND	COMMUNITY SERVICES	0.50
	SALES & USE TAX OCT-DEC 20	GENERAL FUND	SPORTS	2.06
	SALES & USE TAX OCT-DEC 20	GENERAL FUND	SPORTS	5.26
	SALES & USE TAX OCT-DEC 20	GENERAL FUND	SPECIAL CLASSES	0.09-
	SALES & USE TAX OCT-DEC 20	GENERAL FUND	SPECIAL CLASSES	0.82
	SALES & USE TAX OCT-DEC 20	GENERAL FUND	SPECIAL EVENTS	2.55
	SALES & USE TAX OCT-DEC 20	GARAGE FUND	GARAGE	2.67
	SALES & USE TAX OCT-DEC 20	AMERICAN RESCUE PL	INVALID DEPARTMENT	0.04
	TOTAL:			422.11
BORDIN SEMER, LLP	KEENAN&ASSOC VS CITY OF LO	SELF INSURANCE TRU	INSURANCE	1,595.00
	TOTAL:			1,595.00
CARD INTEGRATORS CORPORATION	PRDCTN COST FOR NEW DPTN	GENERAL FUND	POLICE ADMINISTRATION	11.85
	TOTAL:			11.85
JHM SUPPLY, INC.	IRRIG REPAIR SERV. ROAD/TR	GENERAL FUND	STREET MAINTENANCE	389.73
	IRRIGATION REPAIR PARTS	GENERAL FUND	STREET MAINTENANCE	111.07
	TOTAL:			500.80
CH CHADA THAI MASSAGE	LOS AL BUCK REIM	AMERICAN RESCUE PL	INVALID DEPARTMENT	30.00
	TOTAL:			30.00
CHARLES ABBOTT ASSOCIATES, INC.	INDUSTRIAL&COMM. INSPECTIO	GENERAL FUND	NPDES	276.00
	TOTAL:			276.00
CITY OF CYPRSS	PORTION OF MOBILE COMMAND	GENERAL FUND	EMERGENCY PREPAREDNESS	712.50
	TOTAL:			712.50

WARRANTS 3/09/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
COAST RECREATION	BIKE PEDAL FOR CW/HISC PAR	GENERAL FUND	PARK MAINTENANCE	707.86
	TOTAL:			707.86
COUNTY OF ORANGE TREASURER-TAX	OCATS: JANUARY 2022	GENERAL FUND	COMMUNICATIONS TECHNOL	1,273.33
	OCATS CIRCUIT&SUPPORT FOR	GENERAL FUND	COMMUNICATIONS TECHNOL	1,273.33
	TOTAL:			2,546.66
CROSSTOWN ELECTRICAL & DATA, INC.	KATELLA AVE & CHERRY ST	GENERAL FUND	STREET MAINTENANCE	430.32
	CERRITOS AVE & BLOOMFIELD	GENERAL FUND	STREET MAINTENANCE	79.92
	KATELLA AVE & LOS AL BLVD	GENERAL FUND	STREET MAINTENANCE	58.50
	LOS AL BLVD & BRADBURY ROA	GENERAL FUND	STREET MAINTENANCE	351.00
	LOS AL BLVD & FARQUHAR AVE	GENERAL FUND	STREET MAINTENANCE	56.50
	LOS AL & FLORISTA ST	GENERAL FUND	STREET MAINTENANCE	117.00
	LOS AL BLVD & SAUSALITO ST	GENERAL FUND	STREET MAINTENANCE	56.50
	LOS AL BLVD & SAUSALITO ST	GENERAL FUND	STREET MAINTENANCE	117.00
	BLOOMFIELD ST. & KATELLA A	GENERAL FUND	STREET MAINTENANCE	121.32
	CERRITOS AVE & BLOOMFIELD	GENERAL FUND	STREET MAINTENANCE	121.32
	BLOOMFIELD ST & KATELLA AV	GENERAL FUND	STREET MAINTENANCE	234.00
	PREVENTIVE MAINT. FEB. 202	GENERAL FUND	STREET MAINTENANCE	1,470.00
	TOTAL:			9,216.98
DATA TICKET, INC.	JANUARY 2022 CITES	GENERAL FUND	TRAFFIC	584.55
	TOTAL:			584.55
BELL MARKETING L.P.	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE			3,813.31
	TOTAL:			3,813.31
DOOLEY ENTERPRISES, INC.	AMMO PURCHASE	GENERAL FUND	PATROL	2,990.33
	TOTAL:			2,990.33
EDDIE CHENG CORPORATION	WENDY'S-EDDIE CHENG CORP	AMERICAN RESCUE PL	INVALID DEPARTMENT	100.00
	TOTAL:			100.00
INTEGRITY NEWSPAPER INC.	114985 PUBLIC NOTICE	GENERAL FUND	PLANNING	500.00
	TOTAL:			500.00
EWLES MATERIALS	DUMPING LARGE CONCRETE	GENERAL FUND	STREET MAINTENANCE	150.00
	TOTAL:			150.00
SALLS / QUARTERMASTER	BALLISTIC VEST FOR RCRT CR	GENERAL FUND	PATROL	794.95
	HOLSTER FOR RECRUIT CRUZ	GENERAL FUND	PATROL	184.79
	JACKET & EMBROIDERY FOR RE	GENERAL FUND	RECORDS	85.56
	TOTAL:			1,065.30
SANAHL LUMBER COMPANY	CONCRETE PROJECT SUPPLIES	GENERAL FUND	STREET MAINTENANCE	181.36
	GLOVES FOR WEED ABATE SPRAY	GENERAL FUND	STREET MAINTENANCE	10.15
	SUPPLIES FOR BLACK NETTING	GENERAL FUND	BUILDING MAINTENANCE	65.60
	PAINT SUPPLIES C.H. KITCHE	GENERAL FUND	BUILDING MAINTENANCE	70.88
	PAINT SUPPLIES CITY HALL K	GENERAL FUND	BUILDING MAINTENANCE	56.84
	PLASTIC WRAPPING E WASTER	GARAGE FUND	GARAGE	65.53
	SHOP TOOLS SUPPLIES	GARAGE FUND	GARAGE	36.00
	SHOP SUPPLIES	GARAGE FUND	GARAGE	56.11
	TOTAL:			542.47
KRISTIN DIMICELI	LOS AL REIMBURSE	AMERICAN RESCUE PL	INVALID DEPARTMENT	50.00
	TOTAL:			50.00

WARRANTS 3/09/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
GEORGE HILLS COMPANY, INC.	ADMIN/CLAIM FEES DEC 21-JA	GENERAL FUND	NON-DEPARTMENTAL	983.33
	TOTAL:			983.33
SOGOV, INC.	CRM, CODE ENFORCE., REV. EXPE	GENERAL FUND	COMMUNITY DEVEL ADMIN	9,960.00
	TOTAL:			9,960.00
GOLDEN STATE WATER COMPANY	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	1,001.68
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	3,239.75
	TOTAL:			4,241.43
GOLDEN WEST COLLEGE	ACADEMY FEES FOR RECRUITS	GENERAL FUND	PATROL	4,594.00
	TOTAL:			4,594.00
JACK GRISWOLD	CCR-ADULTS CHILD AND INFAN	GENERAL FUND	SPECIAL CLASSES	20.80
	FIRST AID	GENERAL FUND	SPECIAL CLASSES	10.40
	TOTAL:			31.20
HINDERLITER, DE LLAMAS & ASSOCIATES	TRANS. TAX JAN-MAR 2022	GENERAL FUND	FINANCE	965.18
	TOTAL:			965.18
JARED E. LLOYD	HCE CLINIC FEBRUARY	GENERAL FUND	SPORTS	412.00
	HCE SHOOTING STARS FEB	GENERAL FUND	SPORTS	162.40
	HCE OPEN GYM FEBRUARY	GENERAL FUND	SPORTS	82.40
	HCE BUNDLES FEBRUARY	GENERAL FUND	SPORTS	1,820.80
	HCE DRIBBLE AND HOOP PKGS	GENERAL FUND	SPORTS	484.80
	TOTAL:			2,962.40
INDEPENDENT CAR SPECIALISTS, INC.	INDEPENDENT CAR SPECIALIST	AMERICAN RESCUE PL	INVALID DEPARTMENT	80.00
	TOTAL:			80.00
PACIFIC SECURED EQUITIES, INC.	WC TPA SERVICES-MARCH 2022	SELF INSURANCE TRU	INSURANCE	1,125.00
	TOTAL:			1,125.00
K&S AIR CONDITIONING, INC.	K&S AIR CONDITIONING, INC.	GENERAL FUND	BUILDING MAINTENANCE	29.95
	TOTAL:			29.95
KEVIN GARRETT	YOUTH BEGINNING TENNIS THU	GENERAL FUND	SPECIAL CLASSES	318.50
	PEE WEE'S TENNIS TUESDAY	GENERAL FUND	SPECIAL CLASSES	178.75
	YOUTH BEGINNING TENNIS THUR	GENERAL FUND	SPECIAL CLASSES	378.70
	YOUTH BEGINNING TENNIS WED	GENERAL FUND	SPECIAL CLASSES	364.00
	ADULT BEGINNING TENNIS WED	GENERAL FUND	SPECIAL CLASSES	284.70
	PEE WEE TENNIS THURSDAY	GENERAL FUND	SPECIAL CLASSES	172.90
	YOUTH INTERMEDIATE TENNIS	GENERAL FUND	SPECIAL CLASSES	411.45
	PEE WEE TENNIS SATURDAY	GENERAL FUND	SPECIAL CLASSES	289.90
	YOUTH BEGIN. TENNIS SAT	GENERAL FUND	SPECIAL CLASSES	415.35
	YOUTH INT. TENNIS SATURDAY	GENERAL FUND	SPECIAL CLASSES	371.80
	TOTAL:			3,189.05
KIMBERLY ESHOND	FROZEN PRINCESS BALLET	GENERAL FUND	SPECIAL CLASSES	111.15
	HIP HOP	GENERAL FUND	SPECIAL CLASSES	167.70
	TOTAL:			278.85
KONICA MINOLTA BUSINESS SOLUTIONS	COPIER USAGE	GENERAL FUND	POLICE ADMINISTRATION	825.97
	TOTAL:			825.97
MISC. VENDOR	KHLOUD ALSHIKH: REFUND	GENERAL FUND	NON-DEPARTMENTAL	72.00

WARRANTS 3/09/2023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	KHLOUO ALSHIKH	GENERAL FUND	NON-DEPARTMENTAL	48.00
	KHLOUO ALSHIKH: REFUND	GENERAL FUND	NON-DEPARTMENTAL	9.00
	NEVILLE ARANA	GENERAL FUND	NON-DEPARTMENTAL	55.00
	HYUNJOO CHEON	GENERAL FUND	NON-DEPARTMENTAL	146.00
	HYUNJOO CHEON: REFUND	GENERAL FUND	NON-DEPARTMENTAL	18.00
	MAX CHOI	GENERAL FUND	NON-DEPARTMENTAL	120.00
	TAMIYA COOK	GENERAL FUND	NON-DEPARTMENTAL	55.00
	HONA ALSHIKH:REFUND	GENERAL FUND	NON-DEPARTMENTAL	120.00
	JENNIFER GENESI	GENERAL FUND	NON-DEPARTMENTAL	73.00
	JENNIFER GENESI: REFUND	GENERAL FUND	NON-DEPARTMENTAL	9.00
	DOLLY GENOVESE	GENERAL FUND	NON-DEPARTMENTAL	130.00
	LISA LEKONNIER	GENERAL FUND	NON-DEPARTMENTAL	110.00
	GUILLERMO LOPEZ	GENERAL FUND	NON-DEPARTMENTAL	24.00
	GUILLERMO LOPEZ	GENERAL FUND	NON-DEPARTMENTAL	22.00
	BRANDON MCQUILTON	GENERAL FUND	NON-DEPARTMENTAL	180.00
	RYANNE HENTO	GENERAL FUND	NON-DEPARTMENTAL	146.00
	RYANNE HENTO: REFUND	GENERAL FUND	NON-DEPARTMENTAL	18.00
	STEPHEN MUSSELMAN	GENERAL FUND	NON-DEPARTMENTAL	120.00
	STEPHEN MUSSELMAN: REFUND	GENERAL FUND	NON-DEPARTMENTAL	388.40
	ANDELOS OSSELLI	GENERAL FUND	NON-DEPARTMENTAL	120.00
	ELIU SARABIA	GENERAL FUND	NON-DEPARTMENTAL	120.00
	TANYA SCHUMACHER	GENERAL FUND	NON-DEPARTMENTAL	105.00
	CAROLYN WONGVITAVAS	GENERAL FUND	NON-DEPARTMENTAL	73.00
	CAROLYN WONGVITAVAS: REFUND	GENERAL FUND	NON-DEPARTMENTAL	5.00
	CAROLYN WONGVITAVAS	GENERAL FUND	NEIGHBORHOOD PRESERVA	32.17
	MILEAGE REIMB.	GENERAL FUND	SPORTS	210.00
	VOLLEYBALL TRAINING	GENERAL FUND	SPECIAL EVENTS	250.00
	HARPIST FOR WEEKEND OF	GENERAL FUND	TOTAL:	150.00
	GOOD MORNING LOS ALAMIT	AMERICAN RESCUE PL	TOTAL:	2,812.57
MUSCO SPORTS LIGHTING, LLC	CONTROL LINK SER. FEES 22-	GENERAL FUND	SPORTS	475.00
	TOTAL:			475.00
MUSTARDS S&A LLC	LOS AL BUCKS REIM	AMERICAN RESCUE PL	INVALID DEPARTMENT	160.00
	TOTAL:			160.00
NORTH STAR LAND CARE	FEB '22 LANDSCAPE MAIN. LO	GENERAL FUND	PARK MAINTENANCE	7,079.66
	TOTAL:			7,079.66
ORANGE COUNTY SHERIFF'S DEPARTMENT	FIELD TRAINING OFFICER UPD	GENERAL FUND	POLICE ADMINISTRATION	65.00
	TOTAL:			65.00
PENINSULA SEPTIC SERVICE, INC.	PUMP SEPTIC TANK- CW PARK	GENERAL FUND	PARK MAINTENANCE	535.00
	TOTAL:			535.00
PETERSON-CHASE GENERAL ENGINEERING	CERRITOS AVE GUARDRAIL REP	GENERAL FUND	NON-DEPARTMENTAL	2,213.00-
	CERRITOS AVE GUARDRAIL REP	MEASURE M	CAPITAL PROJECTS	44,260.00
	TOTAL:			42,047.00
PETTY CASH	AMORY KEYS	GENERAL FUND	POLICE ADMINISTRATION	5.00
	HERO'S LUNCHEON REGISTRATI	GENERAL FUND	POLICE ADMINISTRATION	100.00
	PD CAR WASH	GENERAL FUND	POLICE ADMINISTRATION	16.95
	COFFEE & BRKFST FOR ORAL P	GENERAL FUND	POLICE ADMINISTRATION	34.00
	UNIFORM ALTRINS FOR DEPT P	GENERAL FUND	POLICE ADMINISTRATION	23.50
	LOCKER NAMEPLATES	GENERAL FUND	POLICE ADMINISTRATION	26.00
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	5.62
	LOCKER NAMEPLATES	GENERAL FUND	POLICE ADMINISTRATION	26.00

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	LOCKER NAMEPLATES	GENERAL FUND	POLICE ADMINISTRATION	39.00
	CMT UNIFORM POLO	GENERAL FUND	PATROL	65.27
	COURT PARKING	GENERAL FUND	INVESTIGATION	6.00
	COURT PARKING	GENERAL FUND	INVESTIGATION	3.00
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	7.63
	UNIFORMS ALTRINS FOR DPRT PH	GENERAL FUND	RECORDS	36.50
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	10.51
			TOTAL:	405.98
PLACEWORKS, INC.	SB2 PLANNING GRANTS PROGRA	GENERAL FUND	CAPITAL PROJECTS	1,718.04
			TOTAL:	1,718.04
SAFEGUARD BUSINESS SYSTEMS INC.	CITATION DEPOSIT SLIPS	GENERAL FUND	NON-DEPARTMENTAL	81.87
			TOTAL:	81.87
SELICTSPACE PARTITIONS		GENERAL FUND	PLANNING	8,972.78
			TOTAL:	8,972.78
CAMILLA WRIGHT	SEWING LAB LOS ALAMITOS	AMERICAN RESCUE PL	INVALID DEPARTMENT	20.00
			TOTAL:	20.00
MCLEAN ENTERPRISES, INC.	BUSINESS CARDS FOR BAK. &	GENERAL FUND	PATROL	153.47
	BUSINESS CARDS FOR EVAN FL	GENERAL FUND	INVESTIGATION	79.01
	HOUSING ELEMENT- AD. 100	GENERAL FUND	PLANNING	691.65
	BUSINESS CARDS R HILL J HA	GENERAL FUND	NEIGHBORHOOD PRESERVA	124.72
	HOUSING ELSEMENT- AD. 100	AMERICAN RESCUE PL	INVALID DEPARTMENT	691.65
			TOTAL:	1,734.50
SITECOME LANDSCAPE SUPPLY HOLDING, LLC	CONCRETE STOP SIGNS O.T. N	GENERAL FUND	STREET MAINTENANCE	87.76
	CONCRETE STOP SIGNS O.T. N	GENERAL FUND	STREET MAINTENANCE	109.70
			TOTAL:	197.46
SOCAL AUTO & TRUCK PARTS INC.	TWO BATTERY JUMPERS AND OI	GARAGE FUND	GARAGE	464.40
			TOTAL:	464.40
SOUTHERN CALIFORNIA EDISON	TRAFFIC SIGS/ST LIGHTS	GENERAL FUND	STREET MAINTENANCE	322.52
	TRAFFIC SIGS/ST LIGHTS	GENERAL FUND	STREET MAINTENANCE	16,284.66
	PARKS	GENERAL FUND	PARK MAINTENANCE	36.02
	SPRINKLERS	GENERAL FUND	PARK MAINTENANCE	199.05
	PARKS	GENERAL FUND	PARK MAINTENANCE	967.20
	MCMAULIFFE PARK	GENERAL FUND	PARK MAINTENANCE	32.60
			TOTAL:	17,842.05
SOUTHERN CALIFORNIA GAS	3191 KATELLA AVE	GENERAL FUND	BUILDING MAINTENANCE	362.34
	10911 OAK ST.	GENERAL FUND	BUILDING MAINTENANCE	441.41
	SOUTHERN CALIFORNIA GAS	GENERAL FUND	BUILDING MAINTENANCE	14.79
			TOTAL:	818.54
SOUTHERN CALIFORNIA EDISON	PUMP STATIONS	GENERAL FUND	BUILDING MAINTENANCE	40.40
	POLICE STATION	GENERAL FUND	BUILDING MAINTENANCE	3,084.91
	COMMUNITY CENTER	GENERAL FUND	BUILDING MAINTENANCE	1,943.15
			TOTAL:	5,068.46
SPECTRUM SECURITY GROUP, LLC	PARTS FOR RESTROOM DOOR-LP	GENERAL FUND	PARK MAINTENANCE	5,484.35
	PARTS FOR RESTROOM DOOR CP	GENERAL FUND	PARK MAINTENANCE	5,484.35
			TOTAL:	10,968.70

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
TERI BLACK AND COMPANY, LLC.	POLICE CHIEF RECRUITMENT	GENERAL FUND	ADMINISTRATION	12,423.27
			TOTAL:	12,423.27
THALUUSION ENTERPRISES, LLC	THALUUSION ENTERPRISES, LL AMERICAN RESCUE PL INVALID DEPARTMENT			3,160.00
			TOTAL:	3,160.00
TIME WARNER CABLE	CABLE SERVICE	GENERAL FUND	ADMINISTRATION	132.58
	CABLE SERVICE 2/2/22-3/1/2	GENERAL FUND	COMMUNICATIONS TECHNOL	135.72
	CITY HALL PHONE	GENERAL FUND	COMMUNICATIONS TECHNOL	486.11
			TOTAL:	754.41
UNDERGROUND SERVICE ALEST OF SO CAL	LSA01 NEW TICKET CHARGES	GENERAL FUND	STREET MAINTENANCE	51.25
			TOTAL:	51.25
V & V MANUFACTURING, INC.	1 RETIRED FLAT BADGE	GENERAL FUND	POLICE ADMINISTRATION	107.27
	1 POLICE AID BADGE#234	GENERAL FUND	RECORDS	110.27
			TOTAL:	217.54
VERIZON WIRELESS	MDC 1-8 12/11/21-1/10/22	GENERAL FUND	PATROL	304.08
	PD JETPACK132 12/11/21-1/1	GENERAL FUND	PATROL	76.02
	(14)OFFICERS MONTHLY CELLP	GENERAL FUND	PATROL	427.24
	MDC 1-8 1/11/22-02/10/22	GENERAL FUND	PATROL	304.08
	PD JETPACK 142	GENERAL FUND	PATROL	76.02
	(14)OFFICERS MONTHLY CELLP	GENERAL FUND	PATROL	567.14
	(3)DETECTIVE BUREAU MONTH	GENERAL FUND	INVESTIGATION	91.41
	(3) DETECTIVE BUREAU MONTH	GENERAL FUND	INVESTIGATION	121.53
	CLO MONTHLY CELLPHONE CHAR	GENERAL FUND	COMMUNITY OUTREACH	40.35
	CLO MONTHLY CELLPHONE CHAR	GENERAL FUND	COMMUNITY OUTREACH	40.51
			TOTAL:	2,048.38
VOYAGER FLEET SYSTEMS, INC.	FUEL	GARAGE FUND	GARAGE	7,739.70
	TAX ADJUSTMENTS	GARAGE FUND	GARAGE	291.59
			TOTAL:	7,447.11
BEACH FOOD II, LLC	LOS AL BUCKS	AMERICAN RESCUE PL	INVALID DEPARTMENT	3,900.00
			TOTAL:	3,900.00

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	----- FUND TOTALS -----			
10	GENERAL FUND	124,341.69		
26	MEASURE M	44,260.00		
31	LAUREL PARK DEBT SERVICE	63,784.38		
50	GARAGE FUND	8,071.82		
53	TECHNOLOGY REPLACEMENT	3,813.31		
54	SELF INSURANCE TRUST	2,724.00		
56	AMERICAN RESCUE PLAN ACT	8,521.69		
	GRAND TOTAL:	256,516.88		

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
4IMPRI, INC.	UNIFORMS	GENERAL FUND	SPORTS	1,356.89
	TOTAL:			1,356.89
ADAMSON POLICE PRODUCTS	SAFARI/LAND BP VEST: CLABOR GENERAL FUND	GENERAL FUND	POLICE ADMINISTRATION	785.52
	ORCN CITY BP VEST CARR. CLA GENERAL FUND	GENERAL FUND	POLICE ADMINISTRATION	218.67
	ARMO	GENERAL FUND	PATROL	2,682.98
	SAFARI/LAND BP VEST: KIM GENERAL FUND	GENERAL FUND	PATROL	775.00
	SIRENS/CONTROLLER UNIT 49- GARAGE FUND	GENERAL FUND	GARAGE	1,473.95
	OUTFITTING: NEW DODGE DURA GARAGE FUND	GENERAL FUND	GARAGE	13,332.07
	ELECTRICAL REPAIRS: UNIT 4 GARAGE FUND	GENERAL FUND	GARAGE	225.00
	TOTAL:			19,493.19
ADMINSURE	WORKERS COMPENSATION CLAIM SELF INSURANCE TRU INSURANCE			411.53
	TOTAL:			411.53
ALL CITY MANAGEMENT SERVICES	CG 224HRS 2/6/22-2/19/22	GENERAL FUND	TRAFFIC	5,362.56
	TOTAL:			5,362.56
ANIMAL PEST MANAGEMENT SERVICES	COOPER CONTROL	GENERAL FUND	PARK MAINTENANCE	490.00
	TOTAL:			490.00
ARC DOCUMENT SOLUTIONS, LLC	STATION SIGNS	GENERAL FUND	POLICE ADMINISTRATION	308.37
	TOTAL:			308.37
ERIC ARROYO	BACKGROUND: RCT KELSEY SCH GENERAL FUND	GENERAL FUND	NON-DEPARTMENTAL	1,200.00
	BACKGROUND: RCT TYLER PARK GENERAL FUND	GENERAL FUND	NON-DEPARTMENTAL	1,200.00
	TOTAL:			2,400.00
ASTRA STAGES, LLC	AMERICAN RESCUE PL INVALID DEPARTMENT			51,395.00
	TOTAL:			51,395.00
BRENT ARNOLD	LCI SERVICES	GENERAL FUND	INVESTIGATION	211.47
	TOTAL:			211.47
CA ASSOC. OF CODE ENFORCE OFFICERS	'22 CODE CONF. REG. RILEY GENERAL FUND	GENERAL FUND	NEIGHBORHOOD PRESERVA	425.00
	'22 CODE CONF REG. H. HANS GENERAL FUND	GENERAL FUND	NEIGHBORHOOD PRESERVA	425.00
	TOTAL:			850.00
CIVICPLUS, LLC	CIVIC ENGAGE-CITY WEBSITE TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE			6,964.01
	TOTAL:			6,964.01
COUNTY OF ORANGE TREASURER-TAX	OCSD TECH DIV. ALLOC. FY 2 GENERAL FUND	GENERAL FUND	COMMUNICATIONS TECHNOL	3,829.00
	OC AUTO FP SYS-AFIS HARCH GENERAL FUND	GENERAL FUND	COMMUNICATIONS TECHNOL	453.00
	TOTAL:			4,282.00
CROWN TROPHY	SHOVEL PLAQUES	GENERAL FUND	CITY COUNCIL	94.55
	STAR PLAQUES FOR L, G, N	GENERAL FUND	RECREATION ADMINISTRAT	38.75
	TOTAL:			133.34
ENTERPRISE FM TRUST	MONTHLY LEASE CHARGES FORD GARAGE FUND		GARAGE	1,041.03
	TOTAL:			1,041.03
INTEGRITY NEWSPAPER INC.	115979 CUP 21-01	GENERAL FUND	PLANNING	360.00
	115978 ZOA 22-01	GENERAL FUND	PLANNING	250.00
	115980 TOWN CENTER MIXED U GENERAL FUND	GENERAL FUND	PLANNING	265.00
	TOTAL:			875.00

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
EWLES MATERIALS	EWLES MATERIALS	GENERAL FUND	STREET MAINTENANCE	230.00
			TOTAL:	230.00
FIREWORKS & STAGE FX AMERICA, INC.		GENERAL FUND	SPECIAL EVENTS	16,750.00
			TOTAL:	16,750.00
CARRI FOX	LINE DNCE W/ FOX DROP IN O	GENERAL FUND	SPECIAL CLASSES	17.50
	LINE DNCE W/ FOX DROP IN O	GENERAL FUND	SPECIAL CLASSES	17.50
	LINE DNCE W/ FOX DROP IN O	GENERAL FUND	SPECIAL CLASSES	14.00
	LINE DNCE W/ FOX DROP IN O	GENERAL FUND	SPECIAL CLASSES	14.00
			TOTAL:	63.00
FRONTIER COMMUNICATIONS	PHONE LINES FOR ALARMS	GENERAL FUND	COMMUNICATIONS TECHNOL	247.50
			TOTAL:	247.50
KAIN GALLAUGHER	SURVEILLANCE TRAINING	GENERAL FUND	INVESTIGATION	214.99
			TOTAL:	214.99
GALLS / QUARTERMASTER	CLASS A CHIEF COVER	GENERAL FUND	POLICE ADMINISTRATION	165.36
	JACKET FOR RECRUIT ROBERTS	GENERAL FUND	PATROL	175.27
	L/S SHIRTS FOR RECRUIT ROB	GENERAL FUND	PATROL	148.07
	HOLSTER FOR RECRUIT ROBERT	GENERAL FUND	PATROL	189.08
	BELT FOR RECRUIT ROBERTS	GENERAL FUND	PATROL	57.70
	JACKET FOR ROMAN	GENERAL FUND	RECORDS	93.62
	CLASS A SHIRT FOR ROMAN	GENERAL FUND	RECORDS	48.69
	UNIFORM FOR POLICE AID ABE	GENERAL FUND	RECORDS	201.73
	PANTS FOR ABEIND	GENERAL FUND	RECORDS	115.32
	JACKET FOR POLICE AID MARQ	GENERAL FUND	RECORDS	76.35
	JACKET FOR REC SPEC MCDOWE	GENERAL FUND	RECORDS	78.50
	ALTERATIONS FOR ROMAN SLEE	GENERAL FUND	RECORDS	10.50
	SHIRT FOR SUDA	GENERAL FUND	TRAFFIC	27.55
	JACKET FOR SUDA	GENERAL FUND	TRAFFIC	69.29
			TOTAL:	1,447.43
GAWAHL LUMBER COMPANY	CONCRETE SUPPLIES/TOOL	GENERAL FUND	STREET MAINTENANCE	12.01
			TOTAL:	12.01
PRIMARY & MULTI-SPECIALTY CLINICS	GATEWAY PRE-EMPYANT PHYSI	GENERAL FUND	NON-DEPARTMENTAL	70.00
			TOTAL:	70.00
RECOGNITION SERVICES	CHALL. COINS, KEYCHENS, COIN	GENERAL FUND	COMMUNITY OUTREACH	5,362.50
			TOTAL:	5,362.50
GOLDEN STATE WATER COMPANY	SIERRA CIRCLE (8 HOUSE BURH	GENERAL FUND	STREET MAINTENANCE	136.60
	3902 KATELLA (12R)	GENERAL FUND	STREET MAINTENANCE	206.89
	10921 FP OAK (BURM)	GENERAL FUND	STREET MAINTENANCE	30.43
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	0.00
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	0.00
	GOLDEN STATE WATER COMPANY	GENERAL FUND	BUILDING MAINTENANCE	0.00
	3191 KATELLA (CITY HALL)	GENERAL FUND	BUILDING MAINTENANCE	266.63
	10911 OAK (COMMUNITY CENTE	GENERAL FUND	BUILDING MAINTENANCE	283.50
			TOTAL:	524.05
FAHREDIN BERANI	LOS AL REIMBURSMENT	AMERICAN RESCUE PL	INVALID DEPARTMENT	320.00
			TOTAL:	320.00

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
JACK GRISWOLD	CPR FOR ADULT/CHILD/INFANT	GENERAL FUND	SPECIAL CLASSES	104.00
			TOTAL:	104.00
HI-WAY SAFETY, INC.	CITY SIGNS REPLACEMENTS	GENERAL FUND	STREET MAINTENANCE	536.05
	ARROW TRUCK #2 REPAIR	GARAGE FUND	GARAGE	737.37
			TOTAL:	1,273.42
HINDERLITER, DE LLAMAS & ASSOCIATES	TRANSACTIONS TAX (JAN-MAR 2	GENERAL FUND	FINANCE	600.00
			TOTAL:	600.00
HIRSCH & ASSOCIATES, INC.		GENERAL FUND	COMMUNITY DEVEL ADMIN	3,600.00
			TOTAL:	3,600.00
JARED E. LLOYD	HCE DROP-IN 1/30	GENERAL FUND	SPORTS	96.00
	HCE DROP-IN 1/27	GENERAL FUND	SPORTS	128.00
	HCE DROP-IN 2/01	GENERAL FUND	SPORTS	48.00
	HCE DROP-IN 2/3	GENERAL FUND	SPORTS	80.00
	HCE DROP-IN 02/06	GENERAL FUND	SPORTS	16.00
	HCE DROP-IN 02/08	GENERAL FUND	SPORTS	32.00
	HCE DROP-IN 02/10	GENERAL FUND	SPORTS	112.00
	HCE DROP-IN 2/15	GENERAL FUND	SPORTS	32.00
	HCE DROP-IN 02/15	GENERAL FUND	SPORTS	16.00
	HCE DROP-IN 02/17	GENERAL FUND	SPORTS	80.00
	HCE DROP-IN 02/22	GENERAL FUND	SPORTS	32.00
			TOTAL:	672.00
K&S AIR CONDITIONING, INC.	SERVER ROOM A/C REPAIR	GENERAL FUND	BUILDING MAINTENANCE	500.00
			TOTAL:	500.00
KNIGHT LEADERSHIP SOLUTIONS	INTERNAL IN-SERVICE SPEAKE	GENERAL FUND	RECREATION ADMINISTRAT	500.00
			TOTAL:	500.00
KONICA MINOLTA PREMIER	COPIER LEASE-ADMIN FRONT O	GENERAL FUND	FINANCE	576.46
	COPIER LEASE-FINANCE	GENERAL FUND	FINANCE	472.00
			TOTAL:	1,048.46
KONICA MINOLTA BUSINESS SOLUTIONS	PD COPIER LEASE: DUE 3/20/	GENERAL FUND	POLICE ADMINISTRATION	189.74
			TOTAL:	189.74
LANCE JACKSON	BAND FOR SENIOR PROM	GENERAL FUND	NON-DEPARTMENTAL	1,500.00
			TOTAL:	1,500.00
LANCE, SOLL & LONGHARD LLP	PREP 2020 NONPROFIT TAX RE	GENERAL FUND	FINANCE	1,000.00
	PREP 2019 NONPROFIT TAX RE	GENERAL FUND	FINANCE	1,000.00
			TOTAL:	2,000.00
LIEBERT CASSIDY WHITMORE	GEN COUNS.SERV. POA NEG'21	GENERAL FUND	NON-DEPARTMENTAL	1,252.00
	GENERAL COUNSEL-POA NEG 20	GENERAL FUND	NON-DEPARTMENTAL	76.00
			TOTAL:	1,368.00
YING LIU	PORTRAIT WRKSHF DROP IN 01	GENERAL FUND	SPECIAL CLASSES	78.00
	PORTRAIT WRKSHF DROP IN 02	GENERAL FUND	SPECIAL CLASSES	97.50
	PORTRAIT WRKSHF DROP IN 02	GENERAL FUND	SPECIAL CLASSES	117.00
	PORTRAIT WRKSHF DROP IN 02	GENERAL FUND	SPECIAL CLASSES	87.75
			TOTAL:	380.25

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	ADLT SOCCER REF FEES FALL	GENERAL FUND	SPORTS	866.00
	TOTAL:			866.00
DELANA LOPEZ	MEAL REIMBURSEMENT	GENERAL FUND	PAIROL	82.90
	TOTAL:			82.90
LOS ALAMITOS AREA CHAMBER OF COMMERCE	TANVA CHET RON	GENERAL FUND GENERAL FUND GENERAL FUND	CITY COUNCIL ADMINISTRATION COMMUNITY DEVEL ADMIN	25.00 25.00 25.00
	TOTAL:			75.00
MIKE RAMAUGES SHOOTING ENTERPRISES	1 @ PISTOL RANGE @ #22 EAC	GENERAL FUND	PAIROL	22.00
	TOTAL:			22.00
MISC. VENDOR	SEYMOUR HELLIGAR ALEXA BURKE STEPHANIE CARLSON KAYLANI JAYASINGHE ELIZABETH SANZORO MEGAN SHIMADA	GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND AMERICAN RESCUE PL	NON-DEPARTMENTAL NON-DEPARTMENTAL NON-DEPARTMENTAL NON-DEPARTMENTAL NON-DEPARTMENTAL INVALID DEPARTMENT	150.00 50.20 48.00 120.00 110.00 180.00
	TOTAL:			658.20
MV CHENG ASSOCIATES, INC.	ACCT.TECH.SVCS-FEB 2022	GENERAL FUND	FINANCE	2,430.00
	TOTAL:			2,430.00
NATIONAL AUTO FLEET GROUP		GARAGE FUND GARAGE FUND	GARAGE GARAGE	31,601.45 31,601.45
	TOTAL:			63,202.90
OC DISTRICT ATTORNEY'S OFFICE	ASSET FORFEITURE ASSET FORFEITURE	ASSET SEIZURE ASSET SEIZURE	NON-DEPARTMENTAL NON-DEPARTMENTAL	5,975.00 2,050.00
	TOTAL:			8,025.00
ORANGE COUNTY SHERIFF'S DEPARTMENT	UPDTE COURSE CELANA LOPEZ	GENERAL FUND	POLICE ADMINISTRATION	65.00
	TOTAL:			65.00
PACIFIC TELEMANAGEMENT SERVICES	POLICE PAY PHONE-MARCH	GENERAL FUND	COMMUNICATIONS TECHNOL	43.00
	TOTAL:			43.00
PENINSULA SEPTIC SERVICE, INC.	FURDI SECTIC TANK- LITTLE	GENERAL FUND	PARK MAINTENANCE	535.00
	TOTAL:			535.00
PIETRINI PIZZA NAPOLETANA, LLC	LOS AL BUCKS REIMBURSE	AMERICAN RESCUE PL	INVALID DEPARTMENT	3,000.00
	TOTAL:			3,000.00
REDIFLEX TRAFFIC SYSTEMS, INC.	FEB '22: KATELLA/BLOOMFIEL	GENERAL FUND	TRAFFIC	9,686.16
	TOTAL:			9,686.16
RIO RONDO COMMUNITY COLLEGE DISTRICT	DELGADO: FTO UPDTE COURSE RODRIGUEZ: SUPERVISORY COU	GENERAL FUND GENERAL FUND	POLICE ADMINISTRATION POLICE ADMINISTRATION	50.00 228.00
	TOTAL:			278.00
ROSAMOOR CHILDREN'S CENTER INC.	LOS AL BUCKS REIM	AMERICAN RESCUE PL	INVALID DEPARTMENT	50.00
	TOTAL:			50.00
SANBON PRO APPAREL	JR SUPERSTARS&PESWEER FB SH	GENERAL FUND	SPORTS	107.75

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CHERYL J. SCHNITZER	LINE DANCE (BEG/INT) DROP I GENERAL FUND		TOTAL:	107.75
	LINE DANCE (BEG/INT) DROP I GENERAL FUND		SPECIAL CLASSES	25.35
	LINE DANCE (BEG/INT) DROP I GENERAL FUND		SPECIAL CLASSES	8.45
	LINE DANCE (BEG/INT) DROP I GENERAL FUND		SPECIAL CLASSES	59.15
	LINE DANCE (BEG/INT) DROP I GENERAL FUND		SPECIAL CLASSES	42.25
			TOTAL:	135.20
SHI INTERNATIONAL CORP.	EMC SOFTWARE & MAINTENANCE TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE			4,417.97
	EMC SOFTWARE & MAINTENANCE TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE			220.90
			TOTAL:	4,638.87
MCLEAN ENTERPRISES, INC.	LOS AL BUCK REIMBURSEMENT AMERICAN RESCUE PL INVALID DEPARTMENT		TOTAL:	20.00
			TOTAL:	20.00
SOCAL AUTO & TRUCK PARTS INC.	OIL CHANGE ITEMS FOR P.D. GARAGE FUND		GARAGE	437.38
	OIL CHANGE PW TRUCK #1 GARAGE FUND		GARAGE	111.66
			TOTAL:	549.04
SPOT LIGHTING SUPPLIES, INC.	CITY HALL OUTSIDE LIGHTING GENERAL FUND		BUILDING MAINTENANCE	185.33
			TOTAL:	185.33
ST. OF CALIFORNIA DEPT. OF JUSTICE	NON EMP. FP ANZEL HERNANDEZ GENERAL FUND		NON-DEPARTMENTAL	32.00
	EMP FP CUONG HUYEN NGUYEN GENERAL FUND		NON-DEPARTMENTAL	32.00
			TOTAL:	64.00
TEK PAYROLL TIME SYSTEMS, INC.	TIME STAMP RIBBON REPLACEMENT GENERAL FUND		COMMUNITY DEVELOP ADMIN	22.80
			TOTAL:	22.80
TERI BLACK AND COMPANY, LLC.	POLICE CHIEF RECRUITMENT GENERAL FUND		ADMINISTRATION	4,903.14
			TOTAL:	4,903.14
TERRA NOVA PLANNING & RESEARCH, INC	HOUSING UPDATE: 10/22-2/22 GENERAL FUND		PLANNING	10,634.78
			TOTAL:	10,634.78
WANCY K. BOHL INCORPORATED	CONTRACT SERVICES: FEB 202 GENERAL FUND		POLICE ADMINISTRATION	750.00
			TOTAL:	750.00
WEST PUBLISHING CORPORATION	DETECTIVES: FEB 2022 GENERAL FUND		INVESTIGATION	292.78
			TOTAL:	292.78
TIME WARNER CABLE	PHONE SERVICE GENERAL FUND		ADMINISTRATION	79.98
	CABLE SERVICE GENERAL FUND		ADMINISTRATION	66.25
	FIBER INTERNET GENERAL FUND		ADMINISTRATION	1,734.00
			TOTAL:	1,880.27
U.S. BANK	FOOD HANDLER CERTIF. R.C. GENERAL FUND		NON-DEPARTMENTAL	10.20
	FOOD HANDLER CERTIFICATION GENERAL FUND		NON-DEPARTMENTAL	10.20
	D&D HOUSE SUPP. SMART&FINA GENERAL FUND		NON-DEPARTMENTAL	62.05
	LOS AL TROPHY PLAQUES COUN GENERAL FUND		CITY COUNCIL	100.85
	PAYPAL-LAEF ROYAL GALA(HAS GENERAL FUND		CITY COUNCIL	85.00
	PAYPAL-PRECIOUS LIFE GALA GENERAL FUND		CITY COUNCIL	150.00
	AMECI'S- COUNCIL MTG BINNE GENERAL FUND		CITY COUNCIL	131.00
	LABOR LAW POSTERS GENERAL FUND		ADMINISTRATION	1,162.22
	ADOBE LICENSE GENERAL FUND		ADMINISTRATION	50.98
	OC REGISTER MEMBERSHIP GENERAL FUND		ADMINISTRATION	10.00

WARRANTS 3/23/2022

DESCRIPTION	FUND	DEPARTMENT	AMOUNT
AMAZON-OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	43.69
ZOOM SUBSCRIPTION- ADMIN	GENERAL FUND	ADMINISTRATION	417.73
AMAZON RETURN	GENERAL FUND	ADMINISTRATION	3.83-
CANVA-GRAPHIC SOFTWARE	GENERAL FUND	ADMINISTRATION	6.50
OFFICE SUPPLIES	GENERAL FUND	FINANCE	130.08
USPS-MAILING TAX RETURNS	GENERAL FUND	FINANCE	9.45
CEMFO JOB POSTING (S.F.A.)	GENERAL FUND	FINANCE	275.00
ADOBE SUBSCRIPTION (2 STAF	GENERAL FUND	FINANCE	14.99
ZOOM SUBSCRIPTION- FINANCE	GENERAL FUND	FINANCE	139.34
ADOBE MONTHLY SUBSCRIPTION	GENERAL FUND	POLICE ADMINISTRATION	14.99
DELL LAPTOP CHARGER	GENERAL FUND	POLICE ADMINISTRATION	30.24
RECORDS TRAINING	GENERAL FUND	POLICE ADMINISTRATION	259.00
WILE REGISTRATION	GENERAL FUND	POLICE ADMINISTRATION	450.00
IACP CONFERENCE REGISTRATI	GENERAL FUND	POLICE ADMINISTRATION	425.00
ADV. SOCIAL MEDIA REGISTRA	GENERAL FUND	POLICE ADMINISTRATION	905.02
LODGING FOR LOPEZ	GENERAL FUND	POLICE ADMINISTRATION	910.36
TV MOUNT FOR CHIEF'S OFFIC	GENERAL FUND	POLICE ADMINISTRATION	32.86
OFFICE SUPPLIES-AMAZON	GENERAL FUND	POLICE ADMINISTRATION	92.84
ANNUAL CPOA DUES	GENERAL FUND	POLICE ADMINISTRATION	125.00
MICROSOFT ANNUAL SUBSCRIPT	GENERAL FUND	POLICE ADMINISTRATION	120.00
ADV. SOCIAL MEDIA REGISTRA	GENERAL FUND	POLICE ADMINISTRATION	452.51
SOCIAL MEDIA TRAINING/PIO	GENERAL FUND	POLICE ADMINISTRATION	268.00
OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	32.74
BASIC PEER SUPPORT TRAININ	GENERAL FUND	POLICE ADMINISTRATION	260.00
ZOOM ACCOUNT CREDIT	GENERAL FUND	POLICE ADMINISTRATION	142.31-
DEPT. PHOTOS OF CHIEF	GENERAL FUND	POLICE ADMINISTRATION	9.67
2 TRAVELERS FOR PEER SUPPO	GENERAL FUND	POLICE ADMINISTRATION	36.90
CPOA ANNUAL MEMBERSHIP	GENERAL FUND	POLICE ADMINISTRATION	115.00
I.A. SEMINAR FOR KROGHAN	GENERAL FUND	POLICE ADMINISTRATION	407.52
SWAT TEAM LEADER COURSE	GENERAL FUND	POLICE ADMINISTRATION	690.00
SWAT UNIFORM PANTS	GENERAL FUND	PATROL	100.18
KITCHEN SUPPLIES	GENERAL FUND	PATROL	46.92
EVIDENCE ENVELOPES-AMAZON	GENERAL FUND	RECORDS	33.06
ANNUAL CAPE DUES MCDOWELL	GENERAL FUND	RECORDS	50.00
OFFICE SUPPLIES-AMAZON	GENERAL FUND	RECORDS	59.00
DNA KITS	GENERAL FUND	RECORDS	456.43
LOS AL TROPHY-NAME BGC CIA	GENERAL FUND	COMMUNITY OUTREACH	28.07
ZOOM SUBSCRIPTION- POLICE	GENERAL FUND	COMMUNITY OUTREACH	278.49
POWER BL LICENSE	GENERAL FUND	COMMUNITY OUTREACH	8.70
OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	62.95
OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	41.50
3/22 LOS AL CHER CHM TICK	GENERAL FUND	COMMUNITY DEVEL ADMIN	25.00
OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	49.55
OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	32.73
ZOOM SUBSCRIPTION- DEV SVC	GENERAL FUND	COMMUNITY DEVEL ADMIN	417.73
CODE INF. MEMBERSHIP DUES	GENERAL FUND	NEIGHBORHOOD PRESERVAT	96.00
OFFICE SUPPLIES	GENERAL FUND	NEIGHBORHOOD PRESERVAT	7.46
OFFICE SUPPLIES	GENERAL FUND	NEIGHBORHOOD PRESERVAT	7.46-
PRO MEM DUES CREDIT	GENERAL FUND	NEIGHBORHOOD PRESERVAT	95.00-
KATELLA MEDIAN ISLAND PLAN	GENERAL FUND	STREET MAINTENANCE	416.69
TREES FOR PLANTING	GENERAL FUND	PARK MAINTENANCE	76.07
TREE PURCHASE	GENERAL FUND	PARK MAINTENANCE	320.01
KIDS CLUB SUPPLIES- CVS	GENERAL FUND	BUILDING MAINTENANCE	7.78
COPY RM SUPPLIES CITY HALL	GENERAL FUND	BUILDING MAINTENANCE	22.62
FACE MASKS 4 COMMUNITY CEN	GENERAL FUND	BUILDING MAINTENANCE	32.73
FAUCET-COMM-CNTR BATHROOM	GENERAL FUND	BUILDING MAINTENANCE	134.03

WARRANTS 3/23/2022

VENDOR SORI KEY

DESCRIPTION	FUND	DEPARTMENT	AMOUNT
PD PRNG LT SCREENS	GENERAL FUND	BUILDING MAINTENANCE	1,359.62
PD MATS-SHIRT SIGN	GENERAL FUND	BUILDING MAINTENANCE	763.66
ZOOM MONTHLY FEE	GENERAL FUND	RECREATION ADMINISTRAT	55.91
BUSINESS CARD-JOANNA CONTR	GENERAL FUND	RECREATION ADMINISTRAT	62.27
LARGE LAMINATOR PAPER	GENERAL FUND	RECREATION ADMINISTRAT	390.51
STAFF LUNCH PIZZA & PASTA	GENERAL FUND	RECREATION ADMINISTRAT	332.54
CREDIT REFUND MICROSOFT 3e	GENERAL FUND	RECREATION ADMINISTRAT	99.00-
USB-C DOCKING STATION	GENERAL FUND	RECREATION ADMINISTRAT	294.96
SUPPLIES-SAMS CLUB	GENERAL FUND	RECREATION ADMINISTRAT	26.47
IN SERVICE SUPPLIES: COSTC	GENERAL FUND	RECREATION ADMINISTRAT	19.48
OFFICE SUPPLIES- COSTCO	GENERAL FUND	RECREATION ADMINISTRAT	19.48
IN SERVICE SUPPLIES SAM'S	GENERAL FUND	RECREATION ADMINISTRAT	31.09
OFFICE SUPPLIES-SAM'S CLUB	GENERAL FUND	RECREATION ADMINISTRAT	31.09
OFFICE SUPPLIES-FAC CLEANI	GENERAL FUND	RECREATION ADMINISTRAT	237.96
DIRECT TV ZOC INVOICE JANU	GENERAL FUND	RECREATION ADMINISTRAT	61.34
OFFICE SUPPLIES-SAMS CLUB	GENERAL FUND	RECREATION ADMINISTRAT	26.48
CREDIT REFUND-CPRS MINI CO	GENERAL FUND	RECREATION ADMINISTRAT	90.00-
CPRS AWARDS NOM. VOLNTR ME	GENERAL FUND	RECREATION ADMINISTRAT	145.23
AMAZON- WALL HOOKS/BC HOLD	GENERAL FUND	RECREATION ADMINISTRAT	41.47
CLEANING DAY SUPPLIES-VONS	GENERAL FUND	RECREATION ADMINISTRAT	16.55
FRNT DESK DUSTER- AMAZON	GENERAL FUND	RECREATION ADMINISTRAT	14.74
ADOBE FOR JENNIFER	GENERAL FUND	RECREATION ADMINISTRAT	14.95
SIGN HOLDERS FRNT DOORS-RH	GENERAL FUND	RECREATION ADMINISTRAT	27.30
OFFICE SUPPLIES-STAPLES	GENERAL FUND	RECREATION ADMINISTRAT	53.11
LABEL MAKER TAPE REFL -STA	GENERAL FUND	RECREATION ADMINISTRAT	49.15
ZOOM SUBSCRIPTION-RECREATI	GENERAL FUND	RECREATION ADMINISTRAT	278.45
PARALLELS DESKTOP MACBOOK	GENERAL FUND	RECREATION ADMINISTRAT	99.99
ADOBE-STEVE	GENERAL FUND	RECREATION ADMINISTRAT	599.88
ADOBE-TRINI	GENERAL FUND	RECREATION ADMINISTRAT	14.99
LOS AL EDU FOUNDATION-PAYP	GENERAL FUND	RECREATION ADMINISTRAT	85.00
PRECIOUS LIFE SHELTER	GENERAL FUND	RECREATION ADMINISTRAT	300.00
APPLE STORAGE	GENERAL FUND	RECREATION ADMINISTRAT	9.99
HALL CHIMP	GENERAL FUND	RECREATION ADMINISTRAT	460.00
ADOBE CC-ALEJANDRO	GENERAL FUND	RECREATION ADMINISTRAT	29.99
GENERS MARCH BRKFST HIG	GENERAL FUND	RECREATION ADMINISTRAT	25.00
PARALLELS DESKTOP-MACBOOK	GENERAL FUND	RECREATION ADMINISTRAT	57.25
BUSINESS CARDS	GENERAL FUND	COMMUNITY SERVICES	256.74
SENIOR RAFFLE-KATELLA DELI	GENERAL FUND	COMMUNITY SERVICES	100.00
CABINET FOR SAFE-OFFICESUP	GENERAL FUND	COMMUNITY SERVICES	263.37
FEB DAY CAMP SUPP. AMAZON	GENERAL FUND	DAY CAMP	10.51
FEB DAY CAMP SUPPLIES AMAZ	GENERAL FUND	DAY CAMP	62.10
SMARTFINAL DAY CAMP SUPPL	GENERAL FUND	DAY CAMP	14.96
SUMMER DAY CAMP-BASEBALL	GENERAL FUND	DAY CAMP	67.55
KIDS CLUB SUPPLIES- TARGET	GENERAL FUND	DAY CAMP	1,244.00
PARK PROGRAM SUPPLIES-AMAZ	GENERAL FUND	PLAYGROUNDS	66.50
VOLLEYBALL-BSN SPORTS	GENERAL FUND	SPORTS	142.01
SPCL INTR. CLASS- MASTERCH	GENERAL FUND	SPECIAL CLASSES	236.37
AMAZON PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	41.83
CLASSES-MASTER/LIL CHEF-VO	GENERAL FUND	SPECIAL CLASSES	9.82
CLASSES- MASTER/LIL CHEF-V	GENERAL FUND	SPECIAL CLASSES	121.10
PRESCHOOL SUPPLIES-FOODALE	GENERAL FUND	SPECIAL CLASSES	46.33
PRESCHOOL SUPPLIES-DOLLAR	GENERAL FUND	SPECIAL CLASSES	33.46
SCREWS/PAINT-SANRAH LUMBER	GENERAL FUND	SPECIAL CLASSES	144.85
PRIME BASE/SILICON 4 BAK R	GENERAL FUND	SPECIAL CLASSES	23.89
		SPECIAL CLASSES	68.86
		SPECIAL CLASSES	52.41

WARRANTS 3/23/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	HDMI CABLES-AMAZON	GENERAL FUND	SPECIAL CLASSES	49.99
	SHOVEL-HOME DEPOT	GENERAL FUND	SPECIAL CLASSES	10.75
	MASTER CHEF SUPPLIES-VONS	GENERAL FUND	SPECIAL CLASSES	40.81
	SCREWS-CANAHL LUMBER	GENERAL FUND	SPECIAL CLASSES	7.42
	WINTER WINDLAND DRY CLEANIN	GENERAL FUND	SPECIAL EVENTS	24.00
	PRGRM SUPP. SEE'S CANDIES	GENERAL FUND	SPECIAL EVENTS	26.50
	SPECIAL EVENTS-TEEN EXPO	GENERAL FUND	SPECIAL EVENTS	89.46
	EVNT SUPPLIES- W.O.A. RIBB	GENERAL FUND	SPECIAL EVENTS	187.55
	W.O.A. REWARDS-ART SUPPLY	GENERAL FUND	SPECIAL EVENTS	1,325.00
	SPECIAL EVENT SUPPLIES-STAP	GENERAL FUND	SPECIAL EVENTS	5.78
	RHINO LINING ON HOOD	GARAGE FUND	GARAGE	300.00
	AUTOMATIC ENGINE SHUTOFF S	GARAGE FUND	GARAGE	129.56
	FACE MASKS FOR FW	GARAGE FUND	GARAGE	109.22
	FACE MASKS FOR SHOP/STAFF	GARAGE FUND	GARAGE	98.28
	MISC SUPPLIES-FW GARAGE	GARAGE FUND	GARAGE	51.62
	SHOP SUPPLIES	GARAGE FUND	GARAGE	187.07
	BATTERY REPLACEMENT	TECHNOLOGY	REPLACE ADMINISTRATIVE SERVICE	381.45
	ARPA	AMERICAN RESCUE PL	INVALID DEPARTMENT	311.86
	ARPA	AMERICAN RESCUE PL	INVALID DEPARTMENT	€10.23
	ARPA	AMERICAN RESCUE PL	INVALID DEPARTMENT	7.64
	ARPA-CHLA	AMERICAN RESCUE PL	INVALID DEPARTMENT	84.12
	ARPA	AMERICAN RESCUE PL	INVALID DEPARTMENT	10.89
	ARPA	AMERICAN RESCUE PL	INVALID DEPARTMENT	€.42
			TOTAL:	23,812.79
ULINE, INC.	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	459.67
	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	391.94
			TOTAL:	851.61
UNITED STATES POSTMASTER	POSTAGE FOR MAILING	GENERAL FUND	RECREATION ADMINISTRAT	1,709.25
			TOTAL:	1,709.25
VERIZON WIRELESS	EMERGENCY PREP	GENERAL FUND	EMERGENCY PREPAREDNESS	162.21
	ADMIN	GENERAL FUND	COMMUNITY DEVEL ADMIN	40.01
	COMM DEV	GENERAL FUND	NEIGHBORHOOD PRESERVAT	30.02
	PUBLIC WORKS	GENERAL FUND	STREET MAINTENANCE	243.06
			TOTAL:	475.30
WAHL'S UPHOLSTERY	REPAIR. DRVR SEAT UNIT 48-	GARAGE FUND	GARAGE	300.00
			TOTAL:	300.00
WEX HEALTH, INC.	FLEX ADMIN SERVICES-JAN 20	GENERAL FUND	FINANCE	50.00
	FLEX ADMIN SERVICES-FEB202	GENERAL FUND	FINANCE	50.00
			TOTAL:	100.00
MICHELE M. WILKOSZ	ADVANCED GUITAR DROP IN 01	GENERAL FUND	SPECIAL CLASSES	13.65
	ADVANCED GUITAR DROP IN 02	GENERAL FUND	SPECIAL CLASSES	21.45
	ADVANCED GUITAR DROP IN 02	GENERAL FUND	SPECIAL CLASSES	17.55
			TOTAL:	52.65
WILLDAN ENGINEERING	CITY ENGINEER	GENERAL FUND	CITY ENGINEER	4,200.00
	PLAN CHECKING	GENERAL FUND	CITY ENGINEER	26,215.00
	TRAFFIC ENGINEER	GENERAL FUND	CITY ENGINEER	3,637.50
	TRAFFIC PLAN CHECK	GENERAL FUND	CITY ENGINEER	8,183.00
	'21-'22 STREET IMPROVEMENT	GENERAL FUND	CAPITAL PROJECTS	4,158.75
	'21-'22 CDBG BLOOMFIELD/HO	C.D.B.G	CAPITAL PROJECTS	211.00

WARRANTS 3/23/2022

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	STORM DRAIN MASTER PLAN	GAS TAX	CAPITAL PROJECTS	12,493.50
	SUBURBIA STREET PROJ. HEAS MEASURE M		CAPITAL PROJECTS	900.00
	CSRRITOS GUARDRAIL-HEASURE MEASURE M		CAPITAL PROJECTS	10,003.00
			TOTAL:	70,005.75
WOODRUFF, SPRADLIN & SMART	GENERAL ADVISORY-FEB 2022	GENERAL FUND	CITY ATTORNEY	18,047.79
	PROSECTOR SVCS	GENERAL FUND	CITY ATTORNEY	3,266.50
			TOTAL:	21,314.29

FUND TOTALS	
10	GENERAL FUND 185,005.04
19	C.D.B.G 211.00
20	GAS TAX 12,493.50
26	MEASURE M 10,903.00
27	ASSET SEIZURE 8,025.00
50	GARAGE FUND 81,737.50
53	TECHNOLOGY REPLACEMENT 11,884.33
54	SELF INSURANCE TRUST 411.53
56	AMERICAN RESCUE PLAN ACT 55,995.60
GRAND TOTAL: 366,666.50	

Retirees Medical Reimbursement

Date: April 01, 2022

Number of Transactions: 17

Total Batch: \$9,904.30

Payroll 3/04/2022

DEPARTMENT RECAP		DEPARTMENT RECAP		DEPARTMENT RECAP		DEPARTMENT RECAP		DEPARTMENT RECAP		DEPARTMENT RECAP		DEPARTMENT RECAP		DEPARTMENT RECAP		DEPARTMENT RECAP		DEPARTMENT RECAP					
DEPT NO	DEPT NAME	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	DEDUCTIONS	TAXES	NET	REGULAR	OVERTIME	LEAVE	OTHER	DEDUCTIONS	TAXES	NET	REGULAR	OVERTIME	LEAVE	OTHER	DEDUCTIONS	TAXES	NET
10-510	City Council	\$923.20	\$923.20	\$0.00	\$0.00	\$0.00	\$56.98	\$13.40	\$852.82	\$923.20	\$0.00	\$0.00	\$0.00	\$56.98	\$13.40	\$852.82	\$923.20	\$0.00	\$0.00	\$0.00	\$56.98	\$13.40	\$852.82
10-511	City Manager/ City Clerk	\$18,295.14	\$10,246.38	\$0.00	\$3,926.31	\$4,122.45	\$2,461.73	\$3,078.29	\$12,755.12	\$10,246.38	\$0.00	\$3,926.31	\$4,122.45	\$2,461.73	\$3,078.29	\$12,755.12	\$10,246.38	\$0.00	\$3,926.31	\$4,122.45	\$2,461.73	\$3,078.29	\$12,755.12
10-512	Finance	\$8,948.00	\$7,226.10	\$0.00	\$0.00	\$1,721.90	\$947.04	\$933.55	\$7,467.41	\$7,226.10	\$0.00	\$0.00	\$1,721.90	\$947.04	\$933.55	\$7,467.41	\$7,226.10	\$0.00	\$0.00	\$1,721.90	\$947.04	\$933.55	\$7,467.41
10-521	Police Administration	\$26,926.74	\$22,536.73	\$0.00	\$917.64	\$3,472.37	\$2,721.12	\$4,940.19	\$19,255.43	\$22,536.73	\$0.00	\$917.64	\$3,472.37	\$2,721.12	\$4,940.19	\$19,255.43	\$22,536.73	\$0.00	\$917.64	\$3,472.37	\$2,721.12	\$4,940.19	\$19,255.43
10-522	Police- Patrol	\$79,984.52	\$48,012.32	\$16,111.37	\$5,862.88	\$9,897.95	\$11,870.74	\$15,421.31	\$52,692.47	\$48,012.32	\$16,111.37	\$5,862.88	\$9,897.95	\$11,870.74	\$15,421.31	\$52,692.47	\$48,012.32	\$16,111.37	\$5,862.88	\$9,897.95	\$11,870.74	\$15,421.31	\$52,692.47
10-523	Police- Investigation	\$14,652.61	\$8,807.80	\$1,600.39	\$2,900.10	\$1,244.32	\$3,521.35	\$1,817.73	\$9,213.53	\$8,807.80	\$1,600.39	\$2,900.10	\$1,244.32	\$3,521.35	\$1,817.73	\$9,213.53	\$8,807.80	\$1,600.39	\$2,900.10	\$1,244.32	\$3,521.35	\$1,817.73	\$9,213.53
10-524	Police- Records	\$6,653.87	\$3,812.90	\$364.27	\$0.00	\$2,476.70	\$404.32	\$874.09	\$5,375.46	\$3,812.90	\$364.27	\$0.00	\$2,476.70	\$404.32	\$874.09	\$5,375.46	\$3,812.90	\$364.27	\$0.00	\$2,476.70	\$404.32	\$874.09	\$5,375.46
10-526	Police- Community Outreach	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10-528	Police- Traffic	\$2,777.55	\$0.00	\$0.00	\$0.00	\$2,777.55	\$124.16	\$104.98	\$2,546.41	\$0.00	\$0.00	\$0.00	\$2,777.55	\$124.16	\$104.98	\$2,546.41	\$0.00	\$0.00	\$0.00	\$2,777.55	\$124.16	\$104.98	\$2,546.41
10-529	Police- Emergency Preparedness	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10-531	Development Services- Administration	\$16,329.78	\$10,273.56	\$84.18	\$1,682.34	\$4,289.70	\$1,812.76	\$3,456.29	\$11,060.73	\$10,273.56	\$84.18	\$1,682.34	\$4,289.70	\$1,812.76	\$3,456.29	\$11,060.73	\$10,273.56	\$84.18	\$1,682.34	\$4,289.70	\$1,812.76	\$3,456.29	\$11,060.73
10-532	Development Services- Planning	\$5,707.32	\$2,832.90	\$121.61	\$0.00	\$2,753.01	\$666.88	\$683.53	\$4,356.91	\$2,832.90	\$121.61	\$0.00	\$2,753.01	\$666.88	\$683.53	\$4,356.91	\$2,832.90	\$121.61	\$0.00	\$2,753.01	\$666.88	\$683.53	\$4,356.91
10-533	Development Services- Neighborhood Preservation	\$4,136.06	\$0.00	\$0.00	\$0.00	\$4,136.06	\$155.11	\$394.29	\$3,586.66	\$0.00	\$0.00	\$0.00	\$4,136.06	\$155.11	\$394.29	\$3,586.66	\$0.00	\$0.00	\$0.00	\$4,136.06	\$155.11	\$394.29	\$3,586.66
10-542	Development Services- Street Maintenance	\$10,937.12	\$7,159.72	\$0.00	\$1,817.78	\$2,149.62	\$1,794.74	\$1,250.53	\$7,891.85	\$7,159.72	\$0.00	\$1,817.78	\$2,149.62	\$1,794.74	\$1,250.53	\$7,891.85	\$7,159.72	\$0.00	\$1,817.78	\$2,149.62	\$1,794.74	\$1,250.53	\$7,891.85
10-543	Development Services- Park Maintenance	\$3,096.50	\$1,894.80	\$0.00	\$315.80	\$885.90	\$520.42	\$198.96	\$2,377.12	\$1,894.80	\$0.00	\$315.80	\$885.90	\$520.42	\$198.96	\$2,377.12	\$1,894.80	\$0.00	\$315.80	\$885.90	\$520.42	\$198.96	\$2,377.12
10-544	Development Services- Facility Maintenance	\$1,996.20	\$1,971.20	\$0.00	\$0.00	\$25.00	\$133.99	\$32.06	\$1,830.15	\$1,971.20	\$0.00	\$0.00	\$25.00	\$133.99	\$32.06	\$1,830.15	\$1,971.20	\$0.00	\$0.00	\$25.00	\$133.99	\$32.06	\$1,830.15
10-551	Recreation Administration	\$20,514.69	\$15,557.00	\$0.00	\$866.40	\$4,091.29	\$3,550.56	\$2,739.28	\$14,224.85	\$15,557.00	\$0.00	\$866.40	\$4,091.29	\$3,550.56	\$2,739.28	\$14,224.85	\$15,557.00	\$0.00	\$866.40	\$4,091.29	\$3,550.56	\$2,739.28	\$14,224.85
10-556	Recreation- Sports	\$16,788.00	\$0.00	\$0.00	\$0.00	\$16,788.00	\$629.56	\$844.17	\$15,314.27	\$0.00	\$0.00	\$0.00	\$16,788.00	\$629.56	\$844.17	\$15,314.27	\$0.00	\$0.00	\$0.00	\$16,788.00	\$629.56	\$844.17	\$15,314.27
TOTALS		\$238,567.30	\$141,264.61	\$18,281.62	\$18,089.25	\$60,931.82	\$31,271.46	\$36,782.65	\$170,513.19	\$141,264.61	\$18,281.62	\$18,089.25	\$60,931.82	\$31,271.46	\$36,782.65	\$170,513.19	\$141,264.61	\$18,281.62	\$18,089.25	\$60,931.82	\$31,271.46	\$36,782.65	\$170,513.19

REGULAR INPUT: 97 MANUAL INPUT: 0 CHECK STUB COUNT: 2 DIRECT DEPOSIT STUB COUNT: 96

EMPLOYEE & WITHHOLDINGS

DESC	HRS	AMOUNT	CD	ABEV	EMPLOYEE	DESC	TAXABLE	EMPLOYEE	EMPLOYER
REG	3,343.84	\$141,264.61	125	I-125					
PTSG	1,604.25	\$30,298.85	129	I-129					
REHO	60.17	\$2,105.95	REF	REFPT					
ROL	269.00	\$12,188.70	CRF	CLONN					
OT	12.50	\$69.86	DCI	DCICM					
OTB	218.40	\$16,297.91	DCN	DCNMW					
CTOT	15.67	\$1,120.03	DCP	DCFR9					
STBY	4.00	\$293.82							
NOT	0.00	\$317.18	DD1	DFPOL					
CAR	0.00	\$1,100.00	DD2	DFPC2					
CEFL	0.00	\$750.00	DD3	DFPC3					
CERT	0.00	\$45.09	DD4	DDMO1					
PHC	0.00	\$651.16	DD5	DDMO2					
WDR	0.00	\$4,900.00	DD6	DDMO3					
SPAS	0.00	\$1,444.40	DI5	DISAF					
SPSK	0.00	\$121.68	DL1	DLIC					
CEWD	0.00	\$225.00	DLF	DLIFE					
CCHE	0.00	\$200.00	LAR	LARAD					
UNIT	0.00	\$100.00	LEA	LASAD					
PTO	0.00	\$65.33	LIF	LIFE					
RETRO	0.00	\$-	LTD	A LTD					
TVFO	0.00	\$-							
NDMG	32.00	\$2,853.23	MEB	MDINS					
CMR	72.33	\$577.58	BBB	PR3B3					
ESU	48.00	\$2,460.42	EC2	PRC2R					
DAR	30.00	\$-	ER1	PERNE					
COMA	13.50	\$-	ER2	PERNR					
ZHO	30.00	\$1,870.72	ER3	PERSE					
SICK	164.83	\$6,742.90	EP4	PEPSR					
VAC	30.00	\$2,638.80	FO5	POAS					
RTS	0.00	\$-							
POST4	0.00	\$165.00	PR0	PRW6					
POST5	0.00	\$-	ER2	PRSMR					
POST6	0.00	\$150.00							
POST7	0.00	\$4,077.28	PR4	PRSSR					
POST8	0.00	\$601.40	PR5	PRSB4					
POFL	0.00	\$-	PR6	PRGAF					
POVA	30.00	\$735.60	PR7	PRMB4					
BEHV	30.00	\$1,204.80	PR9	PRMVF					
			PR9	PR6CC					
			RTP	RTPPT					
			SUR	SURVI					
			V81	V8311					
			V82	V8312					
			V83	V8313					

DEDUCTIONS GRAND TOTALS

DESC	HRS	AMOUNT	CD	ABEV	EMPLOYEE	DESC	TAXABLE	EMPLOYEE	EMPLOYER
REG	3,343.84	\$141,264.61	125	I-125					
PTSG	1,604.25	\$30,298.85	129	I-129					
REHO	60.17	\$2,105.95	REF	REFPT					
ROL	269.00	\$12,188.70	CRF	CLONN					
OT	12.50	\$69.86	DCI	DCICM					
OTB	218.40	\$16,297.91	DCN	DCNMW					
CTOT	15.67	\$1,120.03	DCP	DCFR9					
STBY	4.00	\$293.82							
NOT	0.00	\$317.18	DD1	DFPOL					
CAR	0.00	\$1,100.00	DD2	DFPC2					
CEFL	0.00	\$750.00	DD3	DFPC3					
CERT	0.00	\$45.09	DD4	DDMO1					
PHC	0.00	\$651.16	DD5	DDMO2					
WDR	0.00	\$4,900.00	DD6	DDMO3					
SPAS	0.00	\$1,444.40	DI5	DISAF					
SPSK	0.00	\$121.68	DL1	DLIC					
CEWD	0.00	\$225.00	DLF	DLIFE					
CCHE	0.00	\$200.00	LAR	LARAD					
UNIT	0.00	\$100.00	LEA	LASAD					
PTO	0.00	\$65.33	LIF	LIFE					
RETRO	0.00	\$-	LTD	A LTD					
TVFO	0.00	\$-							
NDMG	32.00	\$2,853.23	MEB	MDINS					
CMR	72.33	\$577.58	BBB	PR3B3					
ESU	48.00	\$2,460.42	EC2	PRC2R					
DAR	30.00	\$-	ER1	PERNE					
COMA	13.50	\$-	ER2	PERNR					
ZHO	30.00	\$1,870.72	ER3	PERSE					
SICK	164.83	\$6,742.90	EP4	PEPSR					
VAC	30.00	\$2,638.80	FO5	POAS					
RTS	0.00	\$-							
POST4	0.00	\$165.00	PR0	PRW6					
POST5	0.00	\$-	ER2	PRSMR					
POST6	0.00	\$150.00							
POST7	0.00	\$4,077.28	PR4	PRSSR					
POST8	0.00	\$601.40	PR5	PRSB4					
POFL	0.00	\$-	PR6	PRGAF					
POVA	30.00	\$735.60	PR7	PRMB4					
BEHV	30.00	\$1,204.80	PR9	PRMVF					
			PR9	PR6CC					
			RTP	RTPPT					
			SUR	SURVI					
			V81	V8311					
			V82	V8312					
			V83	V8313					

DESC	HRS	AMOUNT	CD	ABEV	EMPLOYEE	DESC	TAXABLE	EMPLOYEE	EMPLOYER
REG	3,343.84	\$141,264.61	125	I-125					
PTSG	1,604.25	\$30,298.85	129	I-129					
REHO	60.17	\$2,105.95	REF	REFPT					
ROL	269.00	\$12,188.70	CRF	CLONN					
OT	12.50	\$69.86	DCI	DCICM					
OTB	218.40	\$16,297.91	DCN	DCNMW					
CTOT	15.67	\$1,120.03	DCP	DCFR9					
STBY	4.00	\$293.82							
NOT	0.00	\$317.18	DD1	DFPOL					
CAR	0.00	\$1,100.00	DD2	DFPC2					
CEFL	0.00	\$750.00	DD3	DFPC3					
CERT	0.00	\$45.09	DD4	DDMO1					
PHC	0.00	\$651.16	DD5	DDMO2					
WDR	0.00	\$4,900.00	DD6	DDMO3					
SPAS	0.00	\$1,444.40	DI5	DISAF					
SPSK	0.00	\$121.68	DL1	DLIC					
CEWD	0.00	\$225.00	DLF	DLIFE					
CCHE	0.00	\$200.00	LAR	LARAD					
UNIT	0.00	\$100.00	LEA	LASAD					
PTO	0.00	\$65.33	LIF	LIFE					
RETRO	0.00	\$-	LTD	A LTD					
TVFO	0.00	\$-							
NDMG	32.00	\$2,853.23	MEB	MDINS					
CMR	72.33	\$577.58	BBB	PR3B3					
ESU	48.00	\$2,460.42	EC2	PRC2R					
DAR	30.00	\$-	ER1	PERNE					
COMA	13.50	\$-	ER2	PERNR					
ZHO	30.00	\$1,870.72	ER3	PERSE					
SICK	164.83	\$6,742.90	EP4	PEPSR					
VAC	30.00	\$2,638.80	FO5	POAS					
RTS	0.00	\$-							
POST4	0.00	\$165.00	PR0	PRW6					
POST5	0.00	\$-	ER2	PRSMR					
POST6	0.00	\$150.00							
POST7	0.00	\$4,077.28	PR4	PRSSR					
POST8	0.00	\$601.40	PR5	PRSB4					
POFL	0.00	\$-	PR6	PRGAF					
POVA	30.00	\$735.60	PR7	PRMB4					
BEHV	30.00	\$1,204.80	PR9	PRMVF					
			PR9	PR6CC					
			RTP	RTPPT					
			SUR	SURVI					
			V81	V8311					
			V82	V8312					
			V83	V8313					

DESC	HRS	AMOUNT	CD	ABEV	EMPLOYEE	DESC	TAXABLE	EMPLOYEE	EMPLOYER
REG	3,343.84	\$141,264.61	125	I-125					
PTSG	1,604.25	\$30,298.85	129	I-129					
REHO	60.17	\$2,105.95	REF	REFPT					
ROL	269.00	\$12,188.70	CRF	CLONN					
OT	12.50	\$69.86	DCI	DCICM					
OTB	218.40	\$16,297.91	DCN	DCNMW					
CTOT	15.67	\$1,120.03	DCP	DCFR9					
STBY	4.00	\$293.82							
NOT	0.00	\$317.18	DD1	DFPOL					
CAR	0.00	\$1,100.00	DD2	DFPC2					
CEFL	0.00	\$750.00	DD3	DFPC3					
CERT	0.00	\$45.09	DD4	DDMO1					
PHC	0.00	\$651.16	DD5	DDMO2					
WDR	0.00	\$4,900.00	DD6	DDMO3					
SPAS	0.00	\$1,444.40	DI5	DISAF					
SPSK	0.00	\$121.68	DL1	DLIC					
CEWD	0.00	\$225.00	DLF	DLIFE					
CCHE	0.00	\$200.00	LAR	LAR					

Payroll 3/18/2022

DEPARTMENT RECAP

DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	DEDUCTIONS	TAXES	NET
10-510 City Council	\$923.20	\$923.20	\$0.00	\$0.00	\$0.00	\$56.98	\$13.40	\$852.82
10-511 City Manager/ City Clerk	\$18,204.24	\$16,197.36	\$0.00	\$0.00	\$2,006.88	\$2,463.19	\$3,019.24	\$12,721.81
10-512 Finance	\$8,888.00	\$7,934.40	\$0.00	\$324.00	\$629.60	\$847.04	\$1,106.01	\$6,934.95
10-521 Police Administration	\$27,006.15	\$26,182.31	\$0.00	\$0.00	\$823.84	\$2,987.48	\$4,877.47	\$19,141.20
10-522 Police Patrol	\$74,848.28	\$71,903.62	\$12,703.64	\$5,971.58	\$8,219.44	\$11,850.79	\$13,656.98	\$49,540.51
10-523 Police- Investigation	\$15,363.31	\$9,931.50	\$2,360.35	\$2,220.50	\$850.96	\$3,537.68	\$2,112.94	\$9,712.69
10-524 Police- Records	\$6,784.19	\$4,357.60	\$428.55	\$0.00	\$1,998.04	\$409.06	\$884.66	\$5,490.47
10-526 Police- Community Outreach	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10-529 Police- Traffic	\$3,057.09	\$0.00	\$0.00	\$0.00	\$3,057.09	\$134.65	\$133.51	\$2,788.93
10-529 Police- Emergency Preparedness	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10-531 Development Services- Administration	\$16,155.60	\$12,872.09	\$0.00	\$2,168.71	\$1,114.80	\$1,812.76	\$3,400.12	\$10,942.72
10-532 Development Services- Planning	\$6,086.23	\$3,237.60	\$0.00	\$0.00	\$2,848.63	\$684.76	\$689.50	\$4,709.97
10-533 Development Services- Neighborhood Preservation	\$4,077.15	\$0.00	\$0.00	\$0.00	\$4,077.15	\$152.89	\$386.01	\$3,538.25
10-542 Development Services- Street Maintenance	\$10,436.84	\$9,133.60	\$310.32	\$0.00	\$992.92	\$1,794.74	\$1,035.53	\$7,606.57
10-543 Development Services- Park Maintenance	\$3,341.20	\$2,526.40	\$0.00	\$0.00	\$814.80	\$829.60	\$231.04	\$2,580.56
10-544 Development Services- Facility Maintenance	\$1,996.20	\$1,971.20	\$0.00	\$0.00	\$25.00	\$133.99	\$32.06	\$1,830.15
10-551 Recreation Administration	\$20,364.70	\$17,274.84	\$0.00	\$1,494.77	\$1,595.09	\$3,550.56	\$2,706.49	\$14,107.65
10-556 Recreation- Sports	\$17,852.69	\$0.00	\$0.00	\$0.00	\$17,852.69	\$68.76	\$1,156.34	\$16,007.59
TOTALS	\$235,365.07	\$169,445.72	\$15,802.86	\$12,179.56	\$46,936.93	\$31,416.93	\$35,441.30	\$168,506.94

REGULAR INPUT: 96 MANUAL INPUT: 0 CHECK STWB COUNT: 2 DIRECT DEPOSIT STWB COUNT: 95

BENEFITS & WITHHOLDINGS

DESC	IRS	AMOUNT	CD	ABBY	DEDUCTIONS	EMPLOYEE	DESC	TAXABLE	EMPLOYEE	EMPLOYER
REG	3,728.84	\$160,445.72	125	I-125	\$684.22		FED W/H	\$206,284.00	\$23,372.94	
ETRG	1,651.58	\$32,381.73	128	I-128	\$201.51		ST HI CA	\$206,284.00	\$8,835.25	
FRED	66.33	\$2,521.55	AFPT	AFPT	\$45.31		REDI	\$222,172.13	\$3,233.11	\$3,233.11
ROL	0.00	\$-	CRP	CRP	\$158.09					
OT	8.00	\$310.32	DCI	DCI	\$3,542.60					
OTF	214.98	\$15,452.54	DCN	DCN	\$1,115.00					
CTOT	0.00	\$-	DCP	DCP	\$1,250.76					
STBY	0.00	\$-	DD1	DD1		\$208.40				
MOT	0.00	\$-	DD2	DD2		\$178.12				
CAR	0.00	\$1,100.00	DD2	DD2		\$601.11				
CELL	0.00	\$-	DD3	DD3		\$8.11				
CBPT	0.00	\$45.03	DD4	DD4		\$29.24				
PHIC	0.00	\$651.16	DD5	DD5		\$129.78				
MEIR	0.00	\$4,300.00	DD6	DD6						
SPAS	0.00	\$1,444.40	DI3	DI3						
SPAK	0.00	\$121.88	DI3	DI3	\$15.74					
OCWD	0.00	\$251.00	DI3	DI3	\$148.45					
OCWE	0.00	\$160.00	DI3	DI3	\$80.22					
UNVF	0.00	\$833.30	LAR	LAR	\$20.00					
UNVF	0.00	\$100.00	LEA	LEA	\$300.00					
FTO	0.00	\$-	LIF	LIF	\$178.28					
NYRO	0.00	\$27.00	LTD	LTD	\$102.37					
ADMB	33.00	\$1,606.71	MDN	MDN	\$4,840.44	\$19,018.19				
COMP	0.00	\$-	PRBB	PRBB	\$81.57					
EAU	18.00	\$876.24	PRCZ	PRCZ	\$14.01					
EDA	60.00	\$-	PRF1	PRF1	\$2,533.64					
CHNA	33.00	\$-	PRF2	PRF2						
THO	34.33	\$1,609.56	PRF3	PRF3	\$4,795.63	\$2,837.41				
SICK	59.33	\$2,657.45	PRF4	PRF4						
VAC	119.50	\$5,429.60	PRF5	PRF5						
RTBS	0.00	\$-	FOA5	FOA5	\$1,312.70	\$4,843.57				
POST4	0.00	\$-	FRM5	FRM5	\$1,801.58					
POST5	0.00	\$-	FRMR	FRMR						
POST6	0.00	\$-	FRS3	FRS3						
POST7	0.00	\$2,160.32	FRS4	FRS4	\$1,432.41	\$6,514.79				
POST8	0.00	\$340.70	FRS5	FRS5						
FOVA	0.00	\$-	FRS6	FRS6	\$2,106.60	\$11,094.58				
FOVA	0.00	\$-	FRS7	FRS7	\$1,077.16					
BENV	0.00	\$-	FRS8	FRS8	\$1,066.93					
			FRS9	FRS9	\$672.34					
			FRS10	FRS10	\$1,396.51	\$1,396.51				
			SURV1	SURV1	\$41.85					
			VS1	VS1	\$63.84					
			VS2	VS2	\$45.78					
			VS3	VS3	\$133.48					

DEDUCTION GRAND TOTALS

DESC	IRS	AMOUNT	CD	ABBY	DEDUCTIONS	EMPLOYEE	DESC	TAXABLE	EMPLOYEE	EMPLOYER
TOTALS						\$157,196.42		\$44,032.67	\$30,313.98	

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

REGULAR MEETING – March 21, 2022

1. CALL TO ORDER

The City Council met in Regular Session at 6:00 p.m., Monday, March 21, 2022, in the Council Chamber located at 3191 Katella Ave., Los Alamitos, CA 90720, Mayor Hasselbrink presiding.

2. ROLL CALL

Present: Council Members: Bates, Chirco, Nefulda,
Mayor Pro Tem Doby, Mayor Hasselbrink

Absent: Council Members: None

Present: Staff: Chet Simmons, City Manager
Michael Claborn, Police Chief
Michael Daudt, City Attorney
Craig Koehler, Finance Director
Emeline Noda, Recreation and Community Services Director
Ron Noda, Development Services Director
Windmera Quintanar, MMC, City Clerk
Ron Roberts, Battalion Chief Orange County Fire Authority
Chelsi Wilson, Administrative Service Manager

3. PLEDGE OF ALLEGIANCE

Council Member Bates led the Pledge of Allegiance.

4. INVOCATION

Council Member Nefulda gave the Invocation.

5. PRESENTATIONS

A. Presentations to Eric R Nuñez for his Service to the City of Los Alamitos as Police Chief

Mr. Nuñez received recognitions from the following agencies:

- Office of Assembly Woman Janet Nguyen
- Office of Assembly Woman Sharon Quirk-Silva
- Office of Senator Tom Umberg
- Joint Forces Training Base
- Los Al Unified School District
- Chamber of Commerce
- Police Department
- City of Los Alamitos

B. Presentation to West-Comm Representatives in Recognition of Telecommunications Week

Mayor Hasselbrink and the City Council presented a Proclamation to West-Comm Representatives.

B. Update Regarding the Orange County Veteran's Cemetery

Mayor Hasselbrink and the City Council presented shovel plaques to the Joint Forces Training Base and the American Legion (not present) for their assistance in bringing a Veteran's cemetery to Orange County

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.

Mayor Hasselbrink opened Oral Communications. There being no one present wishing to speak, Mayor Hasselbrink closed Oral Communications

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.

Council Member Chirco spoke regarding attendance at the soft opening of Borsch Deli, Good Morning Los Alamitos, Los Alamitos Community Foundation Board meeting, and the Weekend of Art.

Council Member Bates spoke regarding attendance the Weekend of Art, ribbon cutting for Lexington Park in Cypress, Precious Life Shelter Gala, and the Orange County Sanitation District Board meeting.

Council Member Nefulda spoke regarding attendance at the All-District Band concert.

Mayor Pro Tem Doby spoke regarding attendance at the Orange County Mosquito and Vector Control District, Human Relations Committee meeting, Good Morning Los Alamitos, Chamber of Commerce breakfast, Weekend of Art, and the Women of Distinction Awards.

Mayor Hasselbrink spoke regarding attendance at the Precious Life Shelter Gala, Los Alamitos Community Foundation Board meeting, Weekend of Art, and the Women of Distinction Awards.

8. ITEMS FROM THE CITY MANAGER

City Manager Simmons advised item 10C and Closed Session will be pulled from

the agenda.

Development Services Director Noda spoke regarding the upcoming Parklet Series.

Recreation and Communication Services Director Noda spoke regarding the upcoming expanded Summer Concert series and Spring Carnival event.

9. WARRANTS

Council Member Bates received clarification on the following items:

- Page 2, Extraordinary work – term to highlight items outside the normal scope of the contract
- Page 3, Property Tax Bill – Quarterly payment we make to HdL consultant
- Page 6, Our Los Al – Contractor, Larry Strawther, to produce City Council events and video streaming

Motion/Second: Chirco/Doby

Unanimously Carried: The City Council ratify the Warrants for the period from February 8, 2022, through March 7, 2022 in the amount of \$1,017,174.71.

ROLL CALL

Mayor Hasselbrink	Aye
Mayor Pro Tem Doby	Aye
Council Member Bates	Aye
Council Member Chirco	Aye
Council Member Nefulda	Aye

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.

Council Member Bates received clarification on item 10D that Staff would be working with the insurance company to recover the full cost for the repair.

Motion/Second: Chirco/Doby

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

- A. Approval of Minutes (City Clerk)**
Approved the City Council Special and Regular Minutes of February 28, 2022 and Special Minutes of March 7, 2022.
- B. Findings Required by AB 361 for the Continued Use of Teleconferencing for Meetings (City Attorney)**
For the City Council to continue to have the option to meet via teleconference during the pandemic, AB 361 requires the City Council make

specific findings at least every thirty (30) days.

The City Council made the following findings by a majority vote:

1. A state of emergency has been proclaimed by California's Governor due to the COVID-19 pandemic, and continues to be in effect; and,
2. The City Council has reconsidered the circumstances of the state of emergency; and,
3. State and local officials continue to recommend measures to promote social distancing to slow the spread of COVID-19.

D. Notice of Completion for Cerritos Avenue Guardrail Repair Project (CIP No. 20/21-04) (Development Services)

The work for the Cerritos Avenue Guardrail Repair Project (CIP No. 20/21-04) has been completed. The work included repair of the damaged Cerritos Avenue Bridge guardrail.

The City Council:

1. Accepted as complete the construction by Peterson-Chase General Engineering Construction, Inc. for the Cerritos Avenue Guardrail Repair Project (CIP No. 20/21-04); 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 \$2,213.00 thirty-five (35) days after recordation of the Notice of Completion.

End of Consent Calendar

Items Pulled from the Consent Calendar

C. Amendment to the Resolution Establishing Salaries and Benefits for Non-Represented Employees to Include Management Analyst (Administration)

This report outlines the personnel change for the Administration Department, City Manager's Office.

City Manager Simmons pulled this item from consideration.

Recommendation:

1. Adopt Resolution No. 2022-09, entitled, "A RESOLUTION OF CITY

COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING A JOB DESCRIPTION FOR MANAGEMENT ANALYST”; and,

2. Adopt Resolution No. 2022-10, entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING THE SALARIES AND BENEFITS FOR NON-REPRESENTED EMPLOYEES TO INCLUDE MANAGEMENT ANALYST”; and,
3. Approve a budget amendment for Fiscal Year 2021-2022 in the Administration Department for an additional \$32,260 for a full-time Management Analyst position.

The Public Hearing will began promptly at 7:00 p.m.

11. PUBLIC HEARING

A. Public Hearing #4 (Continued) to Receive Input on the Draft Revised City Council District Boundaries and Select a Preferred District Boundary Map (City Clerk)

Pursuant to Elections Code section 21601, cities with by-district election systems are required to redraw their district boundary maps following each decennial federal census to ensure compliance with the California and federal Voting Rights Acts. The process to complete the redistricting requires a minimum of four public hearings and dedicated public outreach to ensure minority populations and communities of interest are aware of the redistricting effort and are provided with options to participate. The deadline for cities to complete the redistricting process is April 17, 2022. This Public Hearing was continued from March 7, 2022.

Mayor Hasselbrink introduced the item.

Dr. Levitt, NDC, short presentation and outlined the changes of NDC Map 5.

Mayor Hasselbrink opened the Public Hearing for comments.

Maggie Marchese, resident, stated Map 2 was closest to current district lines. She stated an importance for finding a balance between homeowners and renters. She expressed appreciation her concerns were heard by Dr. Levitt, City Clerk Quintanar, and the Council.

Mr. Joe E, resident, spoke positively of NDC and thanked Staff for its timely response to his households feedback. He appreciated Council taking time to review additional maps and believed they would make the best decision for the City. He stated support for NDC Map 5.

Mayor Hasselbrink closed the Public Hearing for comments.

City Council and Staff discussed the following:

- Support for NDC Map 5
- Walkable districts that all had a variety of residential, renters, and industrial
- District 4 and 5 are close to previous district lines so voters would not be disenfranchised
- Support for District 3 maintaining family and commercial areas in NDC Map 5
- Community can reach out to any Council Member for support, not just their District representative

Motion/Second: Chirco/Bates

Unanimously Carried: The City Council:

1. Reopened the public hearing to receive public input on district boundaries; and,
2. Selected NDC Map 5 as the preferred District Boundary Map; and,
3. Introduced, waived reading in full and authorized reading by title only of Ordinance No. 2022-01, and set for adoption; and,
4. City Attorney Daudt read the title of Ordinance No. 2022-01, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING DISTRICT MAPS FOR THE CITY OF LOS ALAMITOS BY-DISTRICT ELECTIONS ."

12. DISCUSSION ITEM

A. **Mid-Year General Fund Budget Review and Financial Update for Fiscal Year 2021-22 (Finance)**

This report provides a review of Mid-Year General Fund budget for the Fiscal Year 2021-22 and a projection for the fiscal year ending June 30, 2022.

City Manager Simmons introduced the item. Finance Director Koehler summarized the Staff report and gave a PowerPoint presentation.

City Council and Staff discussed the following topics:

- Possible staffing solution to bring the revenue from fines and forfeitures up to previous levels
- Consideration of contracting services where needed for efficiency and cost savings

- Clarification revenue from fines was also do to the nonenforcement of parking tickets during the pandemic when many residents were home
- Expenditure increases in Development Services due to the increase in the number of Capital Improvement Projects (CIP) and the increase in materials and supplies
- Expenditure increases in Nondepartmental due to smaller additional projects being included with larger CIPs to take advantage of pricing
- Sales tax for auto sales goes to the City where the vehicle is registered
- Potential early paydown of unfunded pension liabilities would be considered by the Budget Standing Committee and recommendations brought forward to the City Council
- Lack of control with PERS investments

The City Council:

1. Reviewed the Mid-year General Fund budget for the Fiscal Year 2021-22, and projection for the Fiscal Year ending June 30, 2022; and,
2. Provided direction and comments to Staff.

13. **CLOSED SESSION**

Mayor Hasselbrink advised Closed Session would not be discussed.

A. CONFERENCE WITH LEGAL COUNSEL – Existing Litigation (54956.9)
Los Alamitos Unified School District v. City of Los Alamitos; Claim No. GHC0035328 (4100.009)

B. CONFERENCE WITH LABOR NEGOTIATOR
City Negotiator: Michael S. Daudt, City Attorney
Employee/Organization: Chet Simmons, City Manager
Authority: Government Code Section 54957.6

C. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Manager
Authority: Government Code Section 54957

14. **ADJOURNMENT**

The City Council adjourned to Monday, April 11, 2022, at 5:30 p.m. at 7:27 p.m.

Attest:

Shelley Hasselbrink, Mayor

Windmera Quintanar, MMC, City Clerk

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

ADJOURNED REGULAR MEETING – April 11, 2022

1. CALL TO ORDER

The City Council met in Adjourned Regular Session at 6:01 p.m., Monday, April 11, 2022, in the Council Chamber located at 3191 Katella Ave., Los Alamitos, CA 90720, Mayor Hasselbrink presiding.

2. ROLL CALL

Present: Council Members: Bates, Chirco, Nefulda,
Mayor Pro Tem Doby, Mayor Hasselbrink

Absent: Council Members: None

Present: Staff: Chet Simmons, City Manager
Michael Claborn, Police Chief
Michael Daudt, City Attorney
Craig Koehler, Finance Director
Ron Noda, Development Services Director
Tom Oliver, Associate Planner
Windmera Quintanar, MMC, City Clerk
Chelsi Wilson, Administrative Service Manager

3. CONSENT CALENDAR

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

Motion/Second: Chirco/Bates

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

A. Findings Required by AB 361 for the Continued Use of Teleconferencing for Meetings (City Attorney)

For the City Council to continue to have the option to meet via teleconference during the pandemic, AB 361 requires the City Council make specific findings at least every thirty (30) days.

The City Council made the following findings by a majority vote:

1. A state of emergency has been proclaimed by California's Governor due to the COVID-19 pandemic, and continues to be in effect; and,
2. The City Council has reconsidered the circumstances of the state of emergency; and,
3. State and local officials continue to recommend measures to

promote social distancing to slow the spread of COVID-19.

B. Ordinance No. 2022-01 – Adoption of District Maps for the City of Los Alamitos By-District Elections (City Clerk)

Pursuant to Elections Code section 21601, cities with by-district election systems are required to redraw their district boundary maps following each decennial federal census to ensure compliance with the California and federal Voting Rights Acts. The process to complete the redistricting requires a minimum of four public hearings and dedicated public outreach to ensure minority populations and communities of interest are aware of the redistricting effort and are provided with options to participate. Tonight's item will adopt the final district map.

The City Council adopted Ordinance No. 2022-01, entitled, "An ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING DISTRICT MAPS FOR THE CITY OF LOS ALAMITOS BY-DISTRICT ELECTIONS."

C. Oppose State Ballot Measure Restricting Voters' Input and Local Taxing Authority (City Clerk)

The Taxpayer Protection and Government Accountability Act limits voters' authority, adopts new and stricter rules for raising taxes and fees, and makes it more difficult to hold violators of state and local laws accountable. The League of California Cities is requesting cities adopt a resolution to demonstrate how harmful this measure would be to the community and the people of California.

The City Council adopted Resolution No. 2022-13, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, OPPOSING THE TAXPAYER PROTECTION AND GOVERNMENT ACCOUNTABILITY ACT (AG# 21-0042A1) INITIATIVE".

4. PUBLIC HEARING

A. Consideration of the Town Center Mixed Use (TCMU) Zone Strategic Plan (Development Services)

The City is undergoing a strategic plan for the Town Center zoning area that will establish a scenario to increase economic development, attract businesses, provide property owners an easier path for projects, and help address the City's Regional Housing Needs Assessment (RHNA) numbers that have been assessed by the State. Council will consider the Resolution to adopt the Town Center Mixed Use (TCMU) Zone Strategic Plan, the General Plan Environmental Impact Report (EIR) Addendum, and the Mitigation Monitoring and Reporting Program.

City Manager Simmons introduced the item. Development Services Director Noda summarized the Staff report, introduced Alan Loomis, PlaceWorks Consultant, and gave a PowerPoint presentation.

Public Hearing-

Maggie - Families. Parks places schools. Little kids. Where they gonna put the bike. Thinking of our community and their needs. We don't have a dating scene in Los Al. Schools, community and safety. Homeownership is very important. So many young people. Prices what's wrong with trying to develop and give other opportunity to own their own home. Give people an opportunity to invest in Los Alamitos. Apartments are transitional. Parking is crazy there already. There are some units that have parking already with unit people still park on the street b/c they use garage for storage so park on the street. Pick up rental flyers to see pricing. People rent out their garages. Park on street and rent out garage. Even charging people for parking. I don't see where people are going to put their cars. 1,000 sq feet per unit, when you think who's gonna move here. Not that big for a family with small children. We bought a shoe box in los al just to live in los al. 1940s are very tiny. Those are my thoughts and concerns I wanted to share. I don't see a whole lot of people here. I do have friends watching. I shared the agenda. Canvassing for June and November election, canvassing our precinct. I'll be sharing info with our community that this is happening. One example here of store front and apartments above it. I used to work in dt lb and they have a lot off hat on pine st. its really tight. I had to park in public parking and walk to office building. I don't see that here in this commun

Frank – worked with father, successful real estate planner. Don't know any thing about master plan. All for developing. Have to be sensitive to community around there where the cars going. Don't wanna cram them in there. Charm is little buildings with old town feel. Clean up with down town great, wide sidewalks, trees, great. Haven't looked at the plans. She just told me about this tonight. Really think about it and don't turn into santa manonci by the ocean. Apte row now place to park. It's a mess. Hope you really think about what you let people build units and cramming tem in. I want good things for city. Hope we don't overdevelop and turn it into a mess. In HB big hotesl, beautiful, don't go down there b/c no parking and homeless people. Beuathiful budilings. I don't take my wife there. No packing too croseded. Homeless. I remember HB as peaceful surfer town. I don't even go there. Developers make their money. They make a lot of money. I understand the game. Be sensitive to what they do. In your pocket good product. Not a mess.

Mark – process going on for a long time. State of CA requires we make allotments for additional housing. Put in a lot more work then we have pc and staff. I know just the first step in a long process. Not approving anything today. This is 10-15 years down the road. Downtown been neglected by

private industry. They aren't gonna unless we incentivize and provide a vision. We need to provide incentive and prop owners to sell or develop themes. We don't have actual downtown. Somewhere lively and fun they go to main street in seal beach. Why don't we have a place like that. Great vision and starting point to try and get that vision. Little bit of social life in los al. our kids will grow out of of it but maybe their kids. Great plan.

Shelley – exciting. Make sure we keep our eye on the people and not the developers. Staff is very cognizant of what will impact the residents. Huge step in the right direction. Spot identified to talk and brand it.

Mark – rename Poine to main st or town center down the road.

Chet – first step adopt reso that enacts change for zoning to 30-50 and allows for inclusion of amendment to EIR to GP. Many more bites at this apple before we get to the place of talking about a project. Not to build santa monica, just a place to capture business and housing.

Sh/mc
none

Recommendation:

1. Open the Public Hearing; and,
2. Take testimony; and,
3. Adopt City Council Resolution No. 2022-12, entitled, "A RESOLUTION OF THE City Council OF THE CITY OF LOS ALAMITOS, CALIFORNIA, Adopting the TOWN CENTER MIXED USE (TCMU) ZONE STRATEGIC PLAN, DATED February 23, 2022, TO INCLUDE ITS GENERAL PLAN ENVIRONMENTAL IMPACT REPORT (EIR) ADDENDUM, AND MITIGATION MONITORING AND REPORTING PROGRAM, BOTH DATED DECEMBER 2021 (CITYWIDE) (CITY INITIATED)."

5. CLOSED SESSION

A. CONFERENCE WITH LABOR NEGOTIATOR

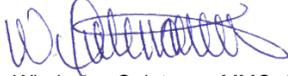
City Negotiator: Shelley Hasselbrink, Mayor
Employee/Organization: Chet Simmons, City Manager
Authority: Government Code Section 54957.6

B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Manager
Authority: Government Code Section 54957

6. ADJOURNMENT – 641

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted at the Los Alamitos City Hall, 3191 Katella Ave. and online at www.cityoflosalamitos.org not less than 24 hours prior to the meeting.



Windmera Quintanar, MMC, City Clerk
Dated: March 7, 2022

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: April 18, 2022

ITEM NUMBER: 10B

To: Mayor Shelley Hasselbrink & Members of the City Council

From: Michael S. Daudt, City Attorney

Subject: Findings Required by AB 361 for the Continued Use of Teleconferencing for Meetings

SUMMARY

For the City Council to continue to have the option to meet via teleconference during the pandemic, AB 361 requires the City Council make specific findings at least every thirty (30) days.

RECOMMENDATION

Make the following findings by a majority vote of the City Council:

1. A state of emergency has been proclaimed by California's Governor due to the COVID-19 pandemic, and continues to be in effect; and,
2. The City Council has reconsidered the circumstances of the state of emergency; and,
3. State and local officials continue to recommend measures to promote social distancing to slow the spread of COVID-19.

BACKGROUND AND DISCUSSION

Assembly Bill 361 (AB 361) was signed into law by the Governor on September 16, 2021. A portion of AB 361 enacted amendments to California Government Code section 54953 regarding teleconference meetings. Those amendments authorize local agencies, like the City, to continue to conduct meetings by teleconference¹ during a Governor-proclaimed state of emergency² provided that certain findings are made by the legislative body, and provided that certain procedural requirements are met regarding public access to the meetings.

¹ A "teleconference" occurs for purposes of AB 361 whenever one or more members of the City Council connect to a City Council meeting via electronic means. Thus, even if four members of the City Council meet in person, if the fifth joins the meeting via Zoom, the meeting will be a teleconference meeting that must be conducted in accordance with the requirements of AB 361.

² For purposes of AB 361 "...'state of emergency' means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act..." Cal. Gov't Code Sec. 54953(e)(4). Section 8265 of CESA in turn refers to a state of emergency proclaimed by the Governor

A new requirement in AB 361 requires specific findings be reaffirmed at least every thirty (30) days in order for the City Council to continue to have the option for one (1) or more of its members to use teleconferencing.

The Required Findings

The teleconference provisions in AB 361 may only be utilized as long as a Governor-proclaimed state of emergency remains active, or while state or local officials have recommended measures to promote social distancing. When either of those is the case (both are true at this time), then in order to continue to teleconference using the new provisions of AB 361, the City Council must make the following findings by majority vote every 30 days:

(A) The City Council has reconsidered the circumstances of the state of emergency; and

(B) Either of the following circumstances exist:

- (i) The state of emergency continues to directly impact the ability of the members to meet safely in person; or
- (ii) State or local officials continue to impose or recommend measures to promote social distancing³.

To comply with that requirement, the recommended action would have the City Council find each of the following:

1. A state of emergency has been proclaimed by California's Governor due to the COVID-19 pandemic, and continues to be in effect; and,
2. The City Council has reconsidered the circumstances of the state of emergency; and,
3. State and local officials continue to recommend measures to promote social distancing to slow the spread of COVID-19.

The "Every 30 Days Thereafter" Requirement

As noted above, AB 361 findings must be made "no later than 30 days after teleconferencing for the first time pursuant to [AB 361], and every 30 days thereafter..."

In order to preserve the option for the City Council or individual members of the City Council to participate in meetings during the pandemic via teleconference in the future, the City Council will have to adopt the required findings at least every 30 days.

Potential Consequence of Not Making the Findings Every 30 Days

AB 361 does not expressly state what happens if a legislative body fails to make the required findings "every 30 days." However, it expressly requires the timely re-approval of the findings "in order to continue to teleconference" in the manner that AB 361 authorizes.

³ Cal Gov't Code Sec. 54953(e)(3)

As a result, if the City Council does not adopt the required findings every 30 days, then the City Council could be precluded from continuing to teleconference thereafter, perhaps even if the City Council was willing to adopt the findings at a later date. For this reason, the City Attorney recommends that the City Council adopt the required findings at this time and at least every 30 days thereafter, unless the City Council decides as a permanent matter that it will no longer permit teleconferencing at all (e.g., regardless of whether the state of emergency worsens).

Procedural Requirements for The Conduct of Teleconference Meetings

AB 361 contains several new requirements for the conduct of teleconference meetings with which the City has prepared to comply. Specifically, each meeting must:

1. Allow members of the public to attend and comment at the meeting via call-in option or internet-based service option; and,
2. Protect the statutory and constitutional rights of the parties and the public appearing before the legislative body; and,
3. In the event of disruption which prevents broadcasting the meeting or which prevents members of the public from offering public comments via the call-in or internet-based option, the City Council must take no further action until the disrupted public access is restored; and,
4. The City may not require public comments to be submitted in advance, and must offer the opportunity for the public to offer comments “in real time” during the meeting; and,
5. The public must be allowed “a reasonable amount of time per agenda item to allow members of the public to provide public comment, including time for members of the public to register [to log into the teleconference], or otherwise be recognized for the purpose of providing public comment.

FISCAL IMPACT

None.

Submitted by: Michael S. Daudt, City Attorney

Approved by: Chet Simmons, City Manager

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: April 18, 2022

ITEM NUMBER: 10C

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Amendment No. 4 to the Consulting Services Agreement with Michael Balliet Consulting, LLC for Solid Waste Diversion and State-Mandated Compliance Consulting service

SUMMARY

This item seeks approval of Amendment No. 4 with Michael Balliet Consulting, LLC (MBC), to continue to provide solid waste consulting for an additional two years ending on June 30, 2024. The current Professional Services Agreement (PSA) expires on June 30, 2022.

RECOMMENDATION

Authorize the Mayor to execute Amendment No. 4 to the Consulting Services Agreement with Michael Balliet Consulting, LLC (MBC) extending the term of the Agreement for an additional two years ending on June 20, 2024. The maximum amount of compensation paid by City to MBC for on-call and as-needed services would be \$44,500 (\$22,500 in contract year one, and \$20,000 in contract year two).

BACKGROUND

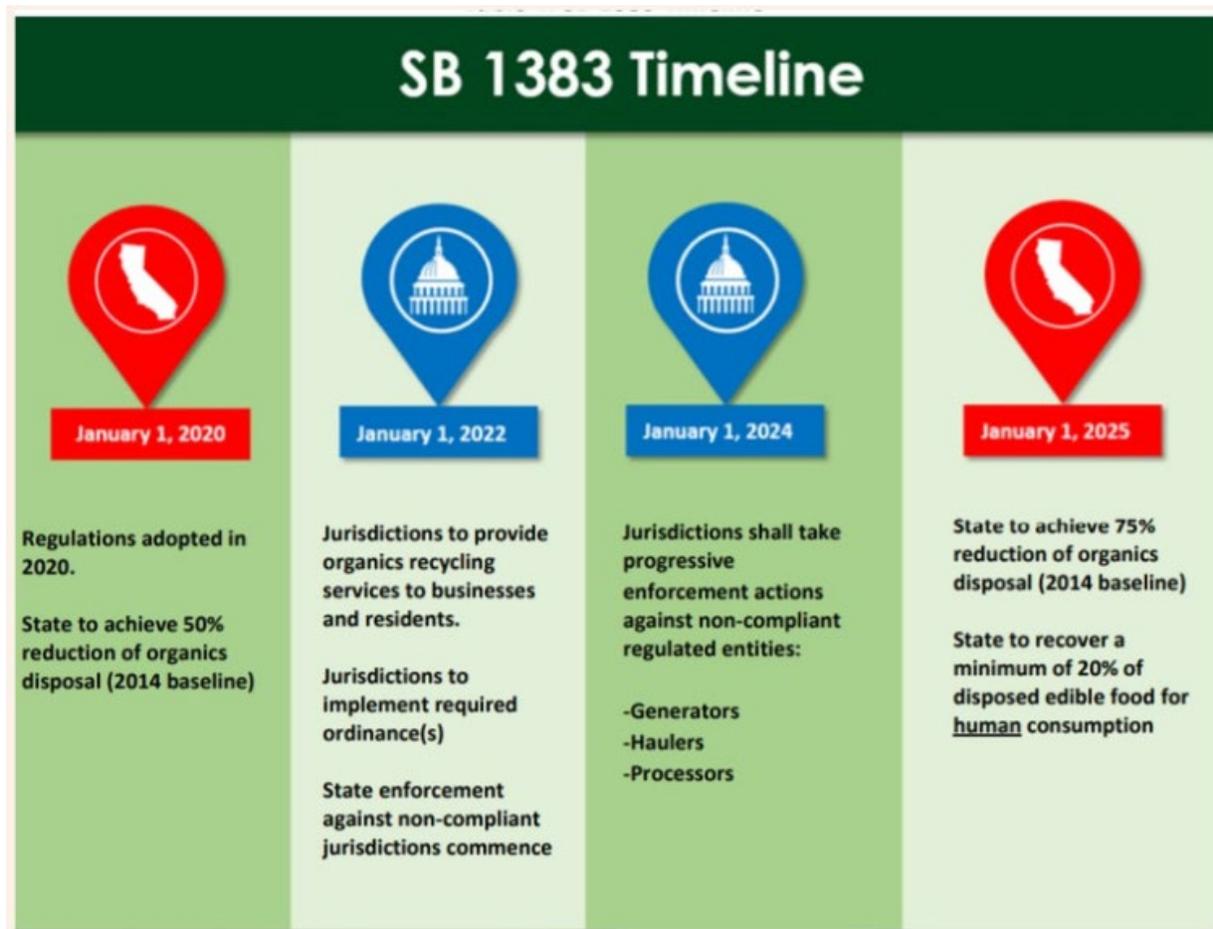
The City has utilized the services of Michael Balliet Consulting, LLC (MBC) since 2017 to stay up to date on the complex issue of solid waste and to provide annual solid waste diversion and State of California mandated compliance consulting services.

Mr. Balliet's technical assistance has kept the City free from any enforcement actions by the State, worked with businesses to meet Assembly Bill (AB) 1826 mandates, assisted with the Request for Proposal process of the City's latest Waste Hauler Agreement with Universal Waste Systems (UWS), and is now assisting with compliance of Senate Bill (SB) 1383.

DISCUSSION

Senate Bill (SB) 1383

In September 2016, Governor Jerry Brown signed Senate Bill (SB) 1383 (Chapter 395, Statutes of 2016), establishing methane reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants (SLCP) in various sectors of California's economy. SB 1383 outlined the following as key implementation dates:



Mr. Balliet is actively working with UWS to effectively manage the City's franchise agreement and SB 1383 compliance. As proposed, this amendment will include the following services provided by MBC:

Franchise Hauler Monitoring

- Develop reporting forms, perform quarterly reviews of hauler compliance, and fee payment accuracy.
- Perform annual review of rate adjustment requests.
- Review all hauler reports and other correspondence.
- Monitor hauler-provided compliance programs at the customer level.
- Maintenance of current containers in service and frequency of pick-up information.

- Attendance at all hauler and City meetings.
- Review and prepare reports/opinions on hauler requests, activities, or matters concerning State compliance, as received.

CalRecycle/Compliance Assistance

- Assist with periodic communications with CalRecycle and monitor legislation in process and grant opportunities.
- Assist in coordination and attend CalRecycle site visits and phone conferences.
- Review and reply to various new and evolving reporting requirements related to SB 1383, as well as traditional annual AB 939 compliance reporting.
- Provide reports and advice on legislative changes and clarifications related to solid waste.
- Prepare required notices and coordinate required annual mailings and special mailings on an as-needed basis.
- Assist the City in implementing and monitoring all SB 1383 programs.
- Prepare reports and attend meetings with City staff and elected officials to address/explain hauler, SB 1383 program, and general State compliance issues.

Resident and Business Assistance

- Support City staff in responding to resident and business inquiries, complaints, or requests for technical assistance generally and in response to City notices.

Mr. Balliet has successfully worked with Los Alamitos businesses to be compliance with AB 1826 and is an essential component to the City's success with maneuvering through SB 1383 mandates and timeline.

FISCAL IMPACT

Amendment No. 4 with Michael Balliet Consulting, LLC (MBC) for Solid Waste Diversion and State-Mandated Compliance Consulting Services provided to the City on-call and as-needed at a cost not to exceed a total of \$42,500 (year one - \$22,500, year two - \$22,000). Funding for both fiscal years will come from Development Services, Contractual Services, Account 10-531-5260.

Submitted by: Ron Noda, Development Services Director
 Fiscal Impact Reviewed by: Craig Koehler, Finance Director
 Approved by: Chet Simmons, City Manager

*Attachment: 1. Amendment No. 4 to Consulting Services Agreement with Mike Balliet Consulting
 2. April 2022 Mike Balliet Consulting Proposal Letter for Annual Compliance Consulting
 3. 2017 Consulting Services Agreement with Mike Balliet Consulting (MBC)*

AMENDMENT No. 4 TO CONSULTING SERVICES AGREEMENT
City of Los Alamitos/Michael Balliet Consulting, LLC

This Amendment No. 4 to Consulting Services Agreement (“Amendment”) is made and entered into on this 18th day of April, 2022 by and between the City of Los Alamitos, a California charter city and municipal corporation, (“City”) and, Michael Balliet Consulting, LLC, a California Limited Liability Company, (“Consultant”). City and Consultant are sometimes collectively referred to herein as the “Parties.”

RECITALS

A. City and Consultant entered into that certain Consulting Services Agreement for Solid Waste Diversion and State-Mandated Compliance Consulting services on October 16, 2017 (“Agreement”), which is incorporated herein by this reference.

B. City and Consultant desire to amend the Agreement, subject to the terms and provisions of this Amendment.

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

1. Section [2.1] & [3.4] of the Agreement is hereby amended and restated in its entirety to read as follows:

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 Forty-four Thousand Five Hundred (\$44,500) annually. The Maximum Contract Amount for Year one (July 1, 2022 to June 30, 2023) will not exceed Twenty-two Thousand Five Hundred (\$22,500). The Maximum Contract Amount for Year two (July 1, 2023 to June 30, 2024) will not exceed Twenty Thousand (\$20,000). The maximum amount of City’s payment obligation under this Agreement is the amount specified in 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 seven (7) years, ending on June 30, 2024, unless extended by mutual written agreement of the Parties.

2. Consultant’s Proposal/Scope of Services. For the period extending from July 1, 2022 to June 30, 2024, Consultant shall provide those services set forth in the MBC Proposal dated April 2, 2022 and attached to this Amendment as Exhibit “A”.

3. Except as expressly modified above, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

4. The persons executing this Amendment on behalf of the Parties 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 have executed and entered into this Amendment as of the date first written above.

“City”

City of Los Alamitos

By: _____
Shelley Hasselbrink
Mayor

APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

ATTEST:

By: _____
Michael S. Daudt
City Attorney

By: _____
Windmera Quintanar, MMC
City Clerk

“Consultant”

Michael Balliet, LLC/Consultant

By: _____
Michael Balliet
President

By: _____
Matthew Balliet
Vice President

Exhibit “A”

MBC Proposal – 2022/23 Annual Compliance Consulting and 2nd Year Option
(dated April 2, 2022)



April 2, 2022

Michelle Muller
 Management Analyst
 City of Los Alamitos
 3191 Katella Avenue
 Los Alamitos, CA 90720

VIA ELECTRONIC MAIL

Re: Proposal –2022/23 Annual Compliance Consulting and 2nd Year Option

Michelle:

Below is a summary of the various tasks and activities I believe are needed to effectively manage your franchised hauler, provide technical assistance to residents and businesses, comply with City-specific mandates withing SB 1383, and provide on-call support for matters relating to State legislations and solid waste issues in general. Barring anything unforeseen, first-year budget amount of \$22,500 (180 project hours at a billing rate of \$125 per-hour) is required. As an option we will continue with this scope of work for a second year (FY 2023/24) for a budget amount of \$20,000 (160 hours @ \$125). The proposed scope of work is needed to accomplish the following:

Franchise Hauler Monitoring

- Develop reporting forms perform quarterly reviews of hauler compliance and fee payment accuracy.
- Perform annual review of rate adjustment requests.
- Review all hauler reports and other correspondence.
- Monitoring of hauler-provided compliance programs at the customer level.
- Maintenance of current containers in service and frequency of pick-up information.
- Attendance at all hauler and City meetings.
- Review and prepare reports/opinions on hauler requests, activities, or matters concerning State compliance, as received.

CalRecycle/Compliance Assistance

- Assist with periodic communications with CalRecycle and monitor legislation in process and grant opportunities.
- Assist in coordination and attend CalRecycle site visits and phone conferences.
- Review and reply to various new and evolving reporting requirements related to SB 1383, as well as traditional annual AB 939 compliance reporting.

- Provide reports and advice on legislative changes and clarifications related to solid waste.
- Prepare required notices and coordinate required annual mailings and special mailings on an as-needed basis.
- Assist the City in implementing and monitoring all SB 1383 programs.
- Prepare reports and attend meetings with City staff and elected officials to address/explain hauler, SB 1383 program, and general State compliance issues.

Resident and Business Assistance

- Support City staff in responding to resident and business inquiries, complaints, or requests for technical assistance* in response to City notices and generally.

* - Technical assistance provided may be limited based upon project hours available. If we run into this situation, we will advise staff and propose alternative measures to help the City be responsive.

In general, these are the activities we believe require assistance to ensure effective performance with regards to State compliance mandates and monitoring a new franchise service provider.

Thank you for the continued opportunity to provide consulting work for the City of Los Alamitos.

Sincerely,

Submitted via email on 4/2/2022

Michael L. Balliet
Michael Balliet Consulting, LLC

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 (2rd) 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 or 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

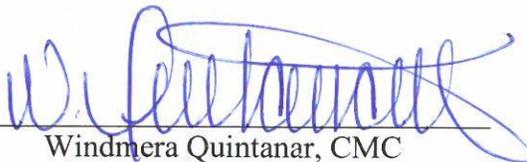
APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

By: 

Michael S. Daudt
City Attorney

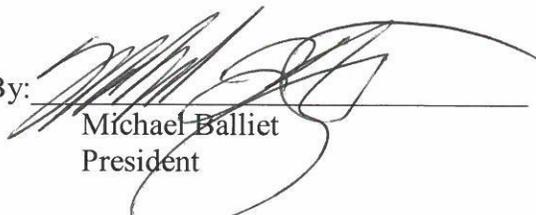
ATTEST:

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



MICHAEL BALLIET CONSULTING

30181 Outpost Rd
San Juan Capistrano, CA 92675
(949)378-2205
mballiet61@gmail.com

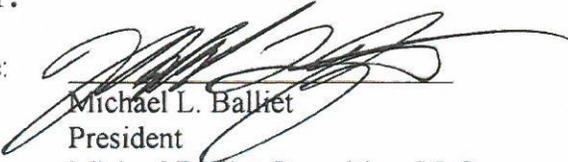
Suggested On-Call Consulting Services Proposal - October 2, 2017

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

ACCEPTED BY:

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

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: April 18, 2022

ITEM NUMBER: 10D

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Amendment No. 8 to Bus Shelter License and Maintenance Agreement with Clear Channel Outdoor, LLC

SUMMARY

This item seeks approval of Amendment No. 8 to the Bus Shelter License and Maintenance Agreement with Clear Channel Outdoor, LLC to allow for the continued provision of services until June 30, 2023. The current Professional Services Agreement (PSA) (“Agreement”), as extended by Amendment Nos. 1-7, will expire on June 30, 2022.

RECOMMENDATION

Authorize the Mayor to execute Amendment No. 8 to the Bus Shelter License and Maintenance Agreement with Clear Channel Outdoor, LLC, to extend the term of the Agreement, with no fiscal impact, for an additional twelve (12) months, ending on June 30, 2023.

BACKGROUND

Bus shelters are an amenity provided at transit stops, providing cover from sun or weather, seating, and information about the transit system. The City currently has 19 bus shelter locations operated and maintained by the current contractor, Clear Channel Outdoor LLC (“Clear Channel”). The availability of bus shelters with ad boxes within City limits, provides the capability to market City events, display public service announcements and other information provided by City partners.

Clear Channel has provided bus shelters and maintenance services to the City since 1991, with the current Agreement secured by a Request for Proposals (RFP) in 2006.

Pursuant to the Agreement, Clear Channel purchased and installed 19 new bus shelters at no cost to the City. Clear Channel solicits advertising for the shelters and allows the City a limited use of advertisement space at no cost. Clear Channel maintains the shelters and benches twice weekly, keeping them free of litter, graffiti, debris, and

sweeps, cleans, and empties trash receptacles as often as necessary to keep them functional.

DISCUSSION

In August 2021, staff issued RFP 2021-09 for the solicitation of bids from qualified contractors to construct and install new shelters, provide routine maintenance of all bus shelter locations, and operation of all related-lease advertising, at no cost to the City. In addition, the RFP sought an annual payment to the City for a net percentage of advertising revenue. As proposed, the released RFP prescribed direction to remove and install new shelters at the existing locations, with a potential of seven new shelters.

At the conclusion of bid opening on September 2, 2021, the City received no bid responses. While neighboring cities such as Seal Beach and Cypress currently hold contracts with similar specifications and a greater annual payment than sought in this RFP, there are a couple elements that may have influenced the lack of response for this RFP – this includes the current climate as a result of the COVID-19 pandemic.

In an effort to provide additional time to consider all options and to ensure continuity of services, staff seeks approval to extend the term of the current Agreement for an additional twelve (12) months, ending on June 30, 2023. Proposed Amendment No. 8 would provide staff time to assess the item and bring back options at a future meeting for Council to consider.

FISCAL IMPACT

There is no fiscal impact for this service, as services are provided to the City at no cost under the terms of the Professional Services Agreement.

Submitted by: Ron Noda, Development Services Director
Approved by: Chet Simmons, City Manager

Attachment: 1. Amendment No. 8 – Clear Channel Outdoor, LLC
 2. Professional Services Agreement with Clear Channel

**AMENDMENT No. 8 TO BUS SHELTER LICENSE AND MAINTENANCE
AGREEMENT**
[City of Los Alamitos and Clear Channel Outdoor, LLC.]

This Amendment No. 8 to Bus Shelter License and Maintenance Agreement (“Amendment”) is made and entered into on this 18th day of April, 2022 by and between the City of Los Alamitos, a California charter city and municipal corporation (“City”), and Clear Channel Outdoor, LLC, a Delaware limited liability company, as successor-in-interest to Clear Channel Outdoor Inc., a Delaware Corporation (“Contractor”), 19320 Harbortgate Way, Torrance, CA 90501.

RECITALS

A. City and Contractor entered into that certain Bus Shelter License and Maintenance Agreement on June 7, 2006 (the “Agreement”), which is incorporated herein by this reference.

B. Pursuant to the Agreement, Contractor constructed and has subsequently maintained nineteen (19) advertising bus shelters at designated public locations throughout the City.

C. As extended by Amendments Nos. 1 through 7, each of which are incorporated herein by this reference, the Agreement will expire on June 30, 2022 unless extended.

D. City is in the process of re-circulating a formal Request for Proposals (“RFP”) that will result in a new long-term Bus Shelter License and Maintenance Agreement with the selected proposer.

E. To ensure continued maintenance of the advertising bus shelters during the RFP process and until a new long-term Bus Shelter License and Maintenance Agreement is secured, City and Contractor desire to extend the term of the Agreement until June 30, 2023, except as may be earlier terminated.

NOW, THEREFORE, for good and valuable consideration, the receipt of which are hereby acknowledged, City and Contractor mutually agree as follows:

1. Section 3.1.2 of the Agreement is hereby amended and restated in its entirety to read as follows:

“3.1.2 Term of Agreement. This Agreement shall continue in full force and effect until June 30, 2023, unless earlier terminated in accordance with Section 3.8 of this Agreement.”

2. Except as expressly modified above, all terms and conditions of the Agreement

shall remain unchanged and in full force and effect.

3. 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 City and Contractor have executed and entered into this Amendment as of the date first written above.

“City”
City of Los Alamitos

By: _____
Shelley Hasselbrink
Mayor

APPROVED AS TO FORM

Woodruff, Spradlin & Smart, APC

ATTEST:

By: _____
Michael S. Daudt
City Attorney

By: _____
Windmera Quintanar, MMC
City Clerk

“Contractor”
Clear Channel Outdoor, LLC

By: _____
Greg McGrath
Senior Vice President and
Regional President, Southern
California

**CITY OF LOS ALAMITOS
BUS SHELTER LICENSE AND MAINTENANCE AGREEMENT
WITH CLEAR CHANNEL OUTDOOR, INC.**

1. PARTIES AND DATES.

This Bus Shelter License and Maintenance Agreement ("Agreement") is made and entered into this 7th day of June, 2006 ("Effective Date"), by and between the City of Los Alamitos, California, a municipal corporation of the State of California ("City") and Clear Channel Outdoor, Inc., a Delaware corporation ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 In 1991, City and Contractor entered into an agreement governing the placement and maintenance of twenty (20) bus shelters ("Existing Shelters"), which agreement is superseded by this Agreement.

2.2 Following a Request for Proposals, the City has determined, pursuant to its authority under Chapters 12.28 and 17.28 of the Los Alamitos Municipal Code, to grant to Contractor a license to place and maintain nineteen (19) advertising bus shelters at designated public locations throughout the City ("New Shelters").

2.3 City desires to obtain the New Shelters without incurring costs and expenses for their construction, installation or maintenance.

2.4 Contractor represents that it is familiar with and is willing and qualified to provide the New Shelters under the terms and conditions hereinafter set forth.

3. Terms.

3.1 Grant of License; Term of Agreement.

3.1.1 Grant of License. City hereby grants to Contractor, on the terms hereinafter described, the right and power to construct, erect, install, illuminate, repair, maintain, advertise in and upon, operate and insure the New Shelters. Additional bus shelter locations may be selected by mutual consent of the parties, pursuant to an authorized amendment to this Agreement.

3.1.2 Term of Agreement. This Agreement shall continue for ten (10) years from the effective date of this Agreement, unless previously terminated as hereafter provided. The City Council and Contractor shall have the right to renew the Agreement for up to five (5) one-year extensions.

3.2 No Compensation to City; Permit Fees.

Since Contractor is bearing one hundred percent (100%) of all construction, installation, maintenance and other costs and expenses under this Agreement, Contractor shall not be required to pay City any compensation in connection with the license granted under this Agreement; provided, however, that this section shall not excuse Contractor from the obligation to pay any applicable normal permit fees necessary for the installation of the New Shelters.

3.3 Removal of Existing Shelters.

Contractor shall remove the above ground portions of all of the Existing Shelters and restore the property to its original condition or, if applicable, to a condition necessary to install the New Shelters.

3.4 Construction and Installation of New Shelters.

Contractor shall construct and maintain, at its sole cost and expense, the New Shelters pursuant to the terms of this Agreement.

3.4.1 Design of Shelters. The design of the New Shelters shall strictly conform to the depictions included in Exhibit "A" attached hereto and incorporated herein by reference. Unless a modification is approved by the City, each New Shelter shall be designed by Tolar Manufacturing, shall be thirteen (13) feet in length with forty-eight (48) inch advertising boxes, and shall be equipped with a customized dome roof style, a perforated metal bench and a pedestal mounted trash receptacle. The Advertising boxes or kiosks shall be mounted on the New Shelters in a fashion which is consistent with the aesthetics and architecture of the New Shelters. The New Shelters shall be designed and manufactured to resist graffiti and vandalism, as well as to accommodate small width sidewalks, so as not to block the view of adjacent businesses from the street, and to accommodate advertising viewing on wider boulevards. Contractor shall be solely responsible for adherence to patent, copyright, and trademark rights of the manufacturer(s).

3.4.2 Location of Shelters. The locations of New Shelters shall be those locations shown in Exhibit "B" attached hereto and incorporated herein by reference. In addition, locations may be amended, as required, for relocation of New Shelters upon the mutual consent of the City Manager, or his or her designee, and the Contractor.

3.4.3 Installation Schedule. Contractor shall order the New Shelters within five (5) business days of the effective date of this Agreement, or of receiving City's selected design for the New Shelters, whichever is later. Contractor shall take delivery of the first New Shelter within sixty (60) days of ordering, and Contractor shall install the first New Shelter within fifteen (15) days from Contractor's receipt of the first New Shelter from the manufacturer. All New Shelters shall be installed and in operation within ninety (90) days of its receipt of the first New Shelter from the manufacturer. If there is any delay in the ordering or installation of any New

Shelter, Contractor shall notify City in writing. Modifications to the installation schedule shall be subject to the approval of the City in its sole but reasonable discretion.

3.4.4 Build-Out Plan. Contractor shall develop a written build-out plan in compliance with the installation schedule provided or in Section 3.4.3. The build-out plan shall specify the timing of installation for each New Shelter, and shall cause the least disruption in service to transit riders. The City will coordinate removal of existing shelters with Contractor and other interested parties. All existing concrete pads and electrical connections may remain intact and will be available for use by Contractor upon request. The build-out plan shall be submitted to the City within thirty (30) days after the effective date of the Agreement. The plan will be approved by the City Engineer prior to the start of installation of the first New Shelter. If Contractor fails to adhere to the build-out plan mutually approved by the City and Contractor for each New Shelter, and the City has not authorized a deviation for that New Shelter, which authorization shall not be unreasonably withheld, conditioned or delayed, it is understood, acknowledged and agreed that the City will suffer damage. Since it is impractical and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to the City, as fixed and liquidated damages, and not as a penalty, the sum of Twenty-Five Dollars (\$25.00) per shelter for each calendar day of delay in excess of three (3) for that particular shelter.

3.4.5 Permit Requirements. As required or necessary, Contractor shall obtain a separate permit from each applicable governmental entity, including the City, for each New Shelter. The City shall cooperate with Contractor in its efforts to obtain any and all necessary permits. Each such permit shall be valid only for the particular location specified therein. Each application for a permit to install a New Shelter must be accompanied by a plan showing the proposed location of that New Shelter, as well as such other information as the governmental entity may require. The City Engineer shall specify all permit requirements for the City. Contractor shall pay all fees ordinarily assessed by each governmental entity in connection with the issuance of such permits.

3.4.6 Compliance with Applicable Laws. All New Shelters shall be constructed in conformity with all applicable federal, state and local rules, laws and regulations, including, without limitation, the building and electrical codes of the City, as well as the Americans with Disabilities Act. Contractor shall only employ or utilize contractors and other workers who are licensed in California to perform the work to which they are assigned.

3.4.7 Restoration of Public and Private Property. With respect to the installation, removal or relocation of any shelter, Contractor shall be responsible, at its sole cost and expense, to repair and restore the City's property and any surrounding private property, including sidewalks, landscaping and other improvements, caused by such activities. Upon termination or expiration of this Agreement, Contractor shall be required to restore all such property to its original condition at its sole cost and expense; provided, however, that Contractor shall not be required to remove the below ground portions of any of the Existing Structures or New Structures.

3.5 Operation, Repair and Maintenance.

Contractor is responsible, at its sole cost and expense, for the operation, maintenance, repair, cleaning and servicing of all New Shelters pursuant to the terms of this Agreement.

3.5.1 Contractor's Basic Obligation. Contractor shall maintain all New Shelters in a neat and orderly condition at all times. All visible rooflines on dome-style structures must be maintained to the same standard as the remainder of the New Shelters. Contractor shall be at liberty to enter upon and into the New Shelters at all reasonable times with personnel and all necessary materials, including but not limited to, electric wires, meters, clock work machinery and other items reasonably necessary for making the New Shelters effective. All such work shall be performed at the sole cost, expense and liability of Contractor.

3.5.2 Timing of Maintenance. Contractor shall maintain all New Shelters at least twice weekly, keeping them free of litter, graffiti and debris. Maintenance shall include cleaning the entire structure, as well as sweeping in and around the structure and concrete pad. Trash receptacles shall be emptied and cleaned whenever full, but no less often than twice weekly. In addition, Contractor shall steam clean each New Shelter, including the roofs, at least twice per year, or more frequently, if needed. Although under no obligation to do so, the City may perform additional maintenance as deemed necessary by the City and in consultation with Contractor. The City shall have the right to insist upon a maintenance schedule, which schedule shall be reasonably acceptable to Contractors, at Contractor's sole costs and expense, which will keep the New Shelters from being a public nuisance. Finally, the paint on each New Shelter shall be touched up as often as needed to eliminate damage and to prevent deterioration, and repainting will occur at least once during the first ten (10) years of this Agreement.

3.5.3 On-Call; Notification. Contractor shall be on-call twenty-four (24) hours per day, seven (7) days per week to receive notification of maintenance issues and damage to the New Shelters. Notification shall be made possible telephonically. Contractor is encouraged to also make notification possible via electronic mail or messaging. Notification shall be deemed to occur when a Contractor representative receives information orally or when a message is left telephonically for Contractor on Contractor's dedicated telephone line. If applicable, notification shall also be deemed to occur when Contractor receives notification via electronic mail or messaging. Each New Shelter shall contain the conspicuously posted telephone number of Contractor's maintenance and operation headquarters to which the public may direct complaints. Contractor is also encouraged to conspicuously post addresses to which electronic mail or messaging may be sent.

3.5.4 Response Times. Contractor shall respond to all complaints and notifications. Contractor will respond to maintenance concerns, and shall repair or replace, at its sole costs and expense, any and all damaged or defaced Shelters, including defacement by graffiti, within twenty-four (24) hours of notification to Contractor. Repairs necessary to ensure public safety (damage indicated by the City to be dangerous) shall be performed within four (4) hours of notification to Contractor.

3.5.5 Graffiti. As stated herein, graffiti shall be treated as a repair issue, so Contractor shall perform graffiti abatement on each New Shelter pursuant to Section 3.5.4. Contractor shall utilize those materials that will best deter the prevalence of graffiti.

3.5.6 Shelter Database and Maintenance Log. Contractor shall maintain a written database of the location of each New Structure, as well as its model and significant site features. Contractor shall also maintain a written log detailing, on a shelter-by-shelter basis, all complaints and notifications received for that shelter, as well as Contractor's response thereto, and all routine and non-routine maintenance and repair work on that shelter. The log should be provided to the City no less often than quarterly, as determined by the City. In addition, Contractor shall provide a copy of the database and log within two (2) business days of a request by City.

3.5.7 Electricity. Contractor shall provide electrified illumination, from dusk to dawn, for each New Shelter, by an interior overhead light fixture and for the interior of each advertising box. Contractor shall pay all sums on a timely basis for electrical energy supplied to the New Shelters. Contractor shall defend and indemnify City, pursuant to the indemnity provisions of this Agreement, for any and all costs, expenses and fees associated with such electrical supply.

3.5.8 Liquidated Damages. In the event that Contractor does not respond or maintain the New Shelters within the time required by this Section 3.5, it is understood, acknowledged and agreed that the City will suffer damage. Since it is impractical and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the following sums:

3.5.8.1 First through Third Violations. Zero dollars (\$0) per shelter, per day (warning only) for normal violations (non-safety related); one hundred dollars (\$100) per shelter, per day for violations involving public safety.

3.5.8.2 Fourth through Sixth Violations. Twenty-Five dollars (\$25) per shelter, per day for normal violations; two hundred dollars (\$200) per shelter, per day for violations involving public safety.

3.5.8.3 Seventh through Ninth Violations. Fifty dollars (\$50) per shelter, per day for normal violations; Three hundred fifty dollars (\$350) per shelter, per day for violations involving public safety.

3.5.8.4 Tenth and Subsequent Violations. One Hundred dollars (\$100) per shelter, per day for normal violations; five hundred dollars (\$500) per shelter, per day for violations involving public safety.

3.5.9 Termination. Contractor's repeated failure to perform maintenance or repairs to the satisfaction of the City in accordance with the terms of this Agreement may be deemed a material default in performance by Contractor and grounds for termination of the Agreement pursuant to Section 3.8.

3.6 Advertising.

Contractor may utilize those New Shelters designated as advertising shelters for such purpose pursuant to the following:

3.6.1 Advertising Display Box. Advertising shall be displayed only in the illuminated box area designated for advertising.

3.6.2 Advertising Policy. All advertisements shall comply with the following:

3.6.2.1 No advertisement shall be displayed which is considered by the City, in its sole discretion and in accordance with applicable law, to be offensive or objectionable to the community standards of Los Alamitos.

3.6.2.2 No advertisement shall be displayed which is considered by the City, in its sole discretion and in accordance with applicable law, to be indecent or vulgar.

3.6.2.3 No advertisement shall display any work, phrase, symbol or character likely to interfere with, mislead or distract traffic, or conflict with any traffic control device.

3.6.2.4 No advertisement shall display ads for alcohol, tobacco, or any other products or services illegal for sale to minors, including "R" rated movies, within five hundred (500) feet of any school, playground or church.

3.6.2.5 All advertisements shall comply with the Contractor's Code of Advertising Practice attached hereto as Exhibit "C" and incorporated herein by reference.

3.6.3 City Review or Request for Removal. Contractor shall, upon request by City, transmit to the City color copies of any or all proposed advertisements for review prior to the advertisements being placed in the shelter. If at any time the City determines that an advertisement placed in an advertising bus shelter violates any provision of this Section 3.6, Contractor shall remove such advertisement, at no cost or penalty to the City, within twenty-four (24) hours of receipt of a written request from City. If Contractor fails to remove such advertisement, it is understood, acknowledged and agreed that the City will suffer damage. Since it is impractical and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to the City, as fixed and liquidated damages, and not as a penalty, the sum of One Hundred Dollars (\$100.00) per day, per advertisement for each calendar day that the advertisement remains following notification.

3.6.4 Termination. Repeated failure to adhere to the provisions of this Section 3.6 may be deemed a material default in performance by Contractor and grounds for termination of the Agreement pursuant to Section 3.8.

3.6.5 Public Service Messages. Contractor shall make available at all times to the City, at no cost or expense to the City, a minimum of four (4) advertising panels for public service messages. Such public service space will not be site specific, but the panels shall be made available throughout the entire City at locations mutually agreed to by City and Contractor. Contractor shall also make all unsold advertising space available to the City, at no cost or expense to the City, for public service messages. Public service messages shall be non-commercial in nature, and shall be for City-sponsored or supported events, activities, or services, including, but not limited to, fundraising, public service and public safety purposes.

3.7 Relocation of Shelters.

At the request of the City, Contractor shall relocate any New Shelter due to: (1) new construction; (2) the discovery that the Shelter is a safety concern, such as a traffic hazard or obstruction; (3) a change in bus routes by the OCTA; or (4) construction of new bikeways or other pathways. Contractor shall perform the relocation, as well as restore the site to its original condition, in accordance herewith at its sole cost and expense. The City shall negotiate in good faith a potential cost-sharing agreement if a relocation is caused solely by a circumstance within the City's sole discretion and control. The relocation will be completed fifteen (15) calendar days after all approvals and permits have been issued by City. Contractor shall not place or locate shelters in any areas within the City's jurisdiction without prior written approval of the City Manager, or his or her designee, or without first obtaining an applicable encroachment permits.

3.8 Termination.

The City may terminate this Agreement, in whole or in part, upon a material default by Contractor in its performance of this Agreement. City's termination for breach shall in no way effect any right of the City to pursue any other remedy available to it under this Agreement or other provision of law.

3.8.1 Material Default. The following shall be determined to be a material default by Contractor: (a) failure to perform its obligations in strict accordance with this Agreement; (b) defaulting on any financing secured by a shelter or bench; (c) financial insolvency or other inability to perform under this Agreement; (d) making or attempting to make any assignment or transfer of its rights under this Agreement in violation of this Agreement; (e) failing to provide or maintain in full force and effect the insurance coverage required by this Agreement; (f) failing to provide or maintain in full force and effect any permit, license or other approval necessary under this Agreement; (g) any fraud or deceit upon the City or upon persons to whom Contractor provides advertising or bus shelter services, as determined by a court of law; or (h) violating any order or ruling of any regulatory body having jurisdiction over Contractor relative to its bus shelter and bus bench business, except during such time that Contractor is contesting such order or ruling by appropriate proceedings conducted in good faith.

3.8.2 Notice of Termination; Timing. If the City elects to terminate this Agreement for breach, the City shall provide Contractor written notice of termination. Contractor shall have thirty (30) calendar days from receipt of such notice to cure the breach, or such longer time as may be set forth in the City's notice, otherwise the Agreement shall be

considered terminated for breach on that date. Notwithstanding the foregoing, if the City determines, in its sole and absolute discretion, that the public health, safety or general welfare requires a shorter notification period, Contractor shall cure such breach in such time required by the City in order to avoid termination for breach. If this Agreement is terminated for breach, the City may supply the services hereunder with its own forces or may enter into a new agreement with another party.

3.9 Obligations Following Termination or Expiration of Agreement.

3.9.1 Ownership of Shelters. Contractor is the owner of the New Shelters during the term of this Agreement.

3.9.2 Removal of Shelters. Upon termination or expiration of this Agreement, as well as any other circumstance requiring removal of any or all shelters erected or maintained by Contractor hereunder, all materials shall be removed from the site, including without limitation, the shelter structures, advertising boxes, benches and wires. The site shall be restored to the condition as it existed prior to installation of the shelter, including complete restoration of any sidewalk or other public or private property.

3.9.3 Acquisition of Shelters by City. If requested by the City, all shelters and other structures or improvements placed by Contractor under this Agreement, including without limitation, the shelter structures, advertising boxes, benches and wires, may be acquired by City upon termination or expiration of this Agreement, on terms mutually acceptable to the City and Contractor. If the City and Contractor are unable to agree upon such mutually acceptable terms within thirty (30) days following notice by either party to commence such discussions, Contractor shall remove the shelters, structures and other improvements in accordance with the terms hereof.

3.9.4 Advertisers. Prior to the effective date of termination or expiration of this Agreement, Contractor shall give notice of termination to all its existing advertisers. Upon the effective date of termination or expiration of this Agreement, Contractor shall remove all advertising and, if applicable and upon request by City, assign all advertising contracts and revenues to the City upon the terms and conditions mutually agreed upon by the parties.

3.10 Insurance.

3.10.1 Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section, including adding the City as an additional insured.

3.10.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from the acts or omissions of the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its

subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* \$1,000,000 per occurrence for bodily injury, personal injury, property damage and completed operations. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the acts or omissions of Contractor, its officials, officers, employees, agents, consultants and contractors regarding the work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way with respect to the liabilities assumed by Contractor under this Agreement.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials,

officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way with respect to such autos.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

3.10.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.10.5 Self-Insurance Retentions. Any self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.10.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed and admitted to do business in California, and satisfactory to the City.

3.10.7 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences.

3.10.8 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the work or services under this Agreement wherein claims have been made against City or City has been named.

3.11 Miscellaneous Provisions.

3.11.1 City Logo. City shall supply Contractor with a City logo if the City wishes to affix its logo to the New Shelters. The City logo shall be configured such that it may be installed on the New Shelter roof fascia. Contractor will install the City logo at its sole cost and expense. City shall be responsible for the repair and maintenance of the logo beyond the regular cleaning associated with the New Shelter maintenance.

3.11.2 Independent Contractor. Contractor is an independent contractor and not an employee of the City. All construction and maintenance personnel shall be employees of Contractor and not employees of City. Contractor shall pay all salaries and wages of such personnel, employer's social security taxes, unemployment insurance and similar taxes relating to employees, and shall be responsible for all applicable withholding taxes.

3.11.3 Representatives and Notices. The City Manager shall be the representative of the City for purposes of this Agreement, and may issue all consents, approvals, and directives on behalf of City called for by this Agreement, except amendments to this Agreement or except as otherwise expressly provided in this Agreement. The Director of Public Affairs of Contractor's Southern California Division, who is presently Layne Lawson, shall be the sole representative of Contractor for purposes of this Agreement, and may enter into any subordinate Agreements with City pursuant to this Agreement on behalf of Contractor. Notices and written communications sent by one party to the other shall be personally delivered or sent by U.S. Mail, postage prepaid, to the following addresses:

CONTRACTOR:

Clear Channel Outdoor
Attn: Layne Lawson, Director of Public Affairs
Southern California Division
19320 Harborage Way
Los Angeles, CA 90501

CITY:

City of Los Alamitos
Attn: City Manager
3191 Katella Avenue
Los Alamitos, CA 90720

Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.11.4 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer this Agreement or any interest herein, either directly or by operation of law, without the prior written consent of City, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempt to do so shall be null and void, and any assignees, hypothecates or

transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.11.5 Indemnification. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the this Agreement, including without limitation the payment of all consequential damages and reasonable attorneys fees and other related costs and expenses. Such indemnity shall apply to, without limitation, any and all claims related to advertising, patent, copyright, and trademark issues or rights. Contractor shall defend, at Contractor's own cost and with counsel of Contractor and City's mutual selection, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents, or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.11.6 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any proceedings brought to interpret or enforce this Agreement shall be maintained solely in the state courts located in Orange County, California, or in the federal courts for the Central District of California.

3.11.7 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, including, without limitation, that agreement entered into between the Parties in 1991. This Agreement contains all of the covenants and understandings between the Parties with respect to the subject matter hereof, and 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, shall be effective only if executed in writing and signed by City and Contractor.

3.11.8 Third Party Rights. No third party shall be deemed to have any rights hereunder against any of the Parties hereto as a result of this Agreement.

3.11.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.11.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.11.11 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.11.12 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.11.13 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.11.14 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.11.15 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.11.16 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.11.17 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California 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 agrees to comply with such provisions before commencing the performance of the Services.

3.11.18 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.11.19 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.11.20 Prior Approval Required. Contractor shall not subcontract any portion of the work or services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.11.21 Standard of Care. Contractor shall perform all work and services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor represents that all employees and subcontractors shall have sufficient skill and experience to perform the work or services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work or services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement.

3.11.22 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the work or services under this Agreement, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with this Agreement. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.11.23 Safety. Contractor shall execute and maintain its work and services so as to avoid injury or damage to any person or property. In carrying out its work and services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.11.24 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

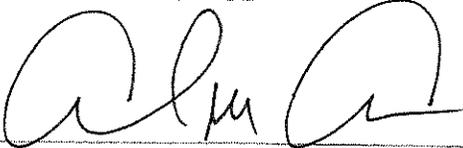
3.11.25 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.11.26 Right of First Refusal. During the term of this Agreement, City may request Contractor to provide additional advertising or non-advertising bus shelters under the same terms of this Agreement and in accordance with applicable law. Approval of such additional bus shelters shall be by mutual written consent, in the form of a written amendment to this Agreement as provided for in Section 3.1.1 and 3.11.12. If Contractor refuses City's request, nothing in this Agreement shall be construed to prevent the City from purchasing or installing additional advertising or non-advertising bus shelters at other locations within its jurisdiction, either through an agreement with another independent contractor or on its own, under any terms within the City's sole discretion.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

[SIGNATURES ON NEXT PAGE]

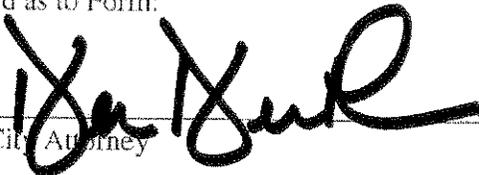
CITY OF LOS ALAMITOS

By: 
Mayor

Attest:


City Clerk

Approved as to Form:


City Attorney

CLEAR CHANNEL OUTDOOR, INC.

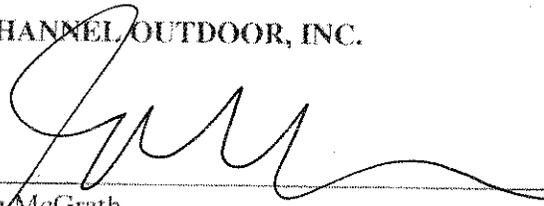
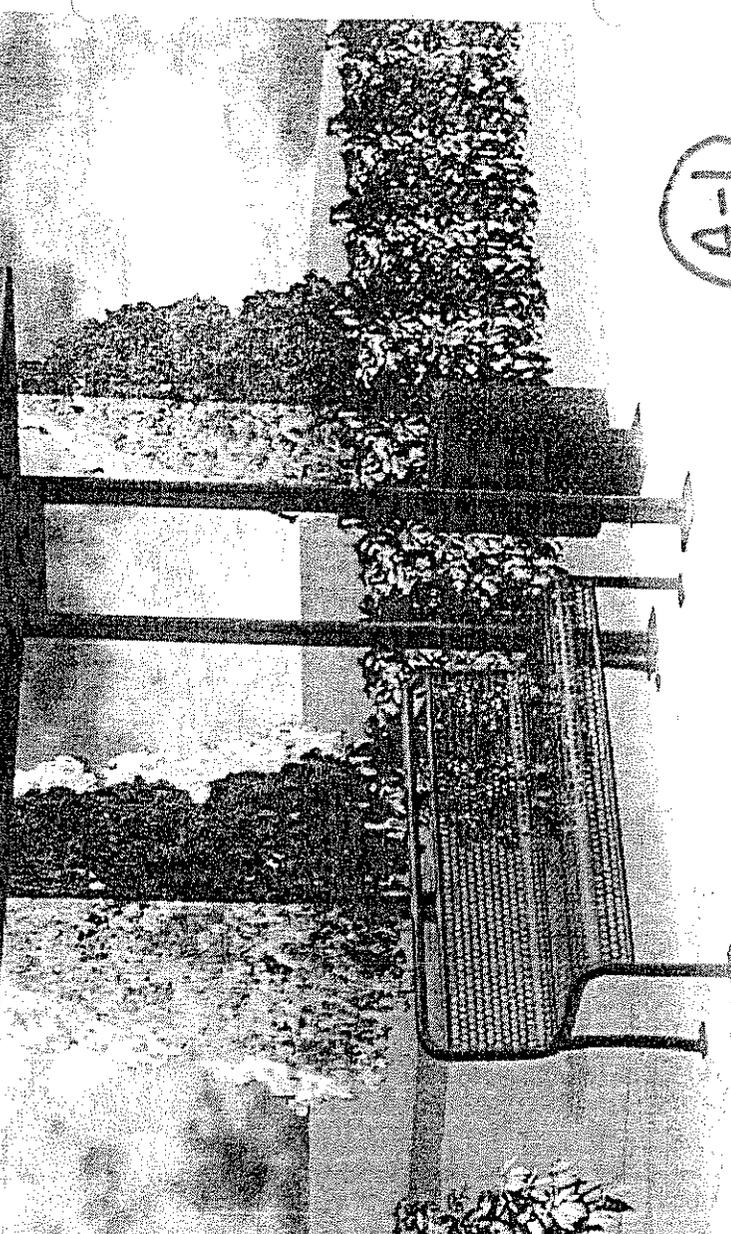
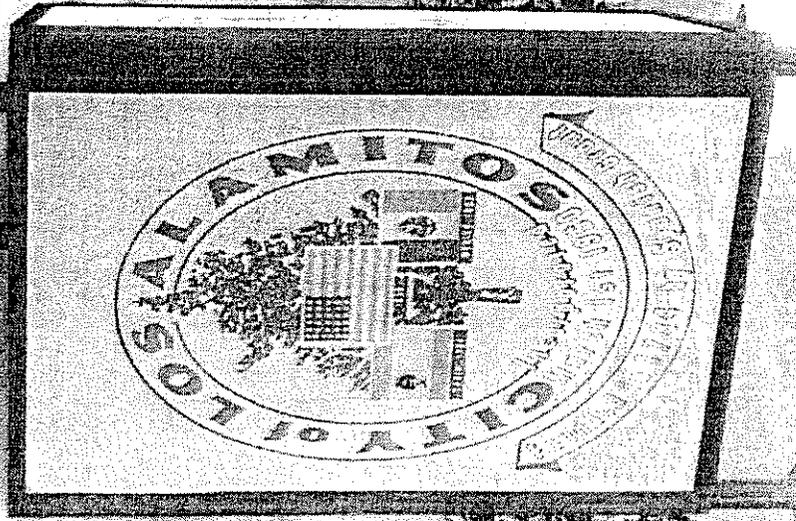
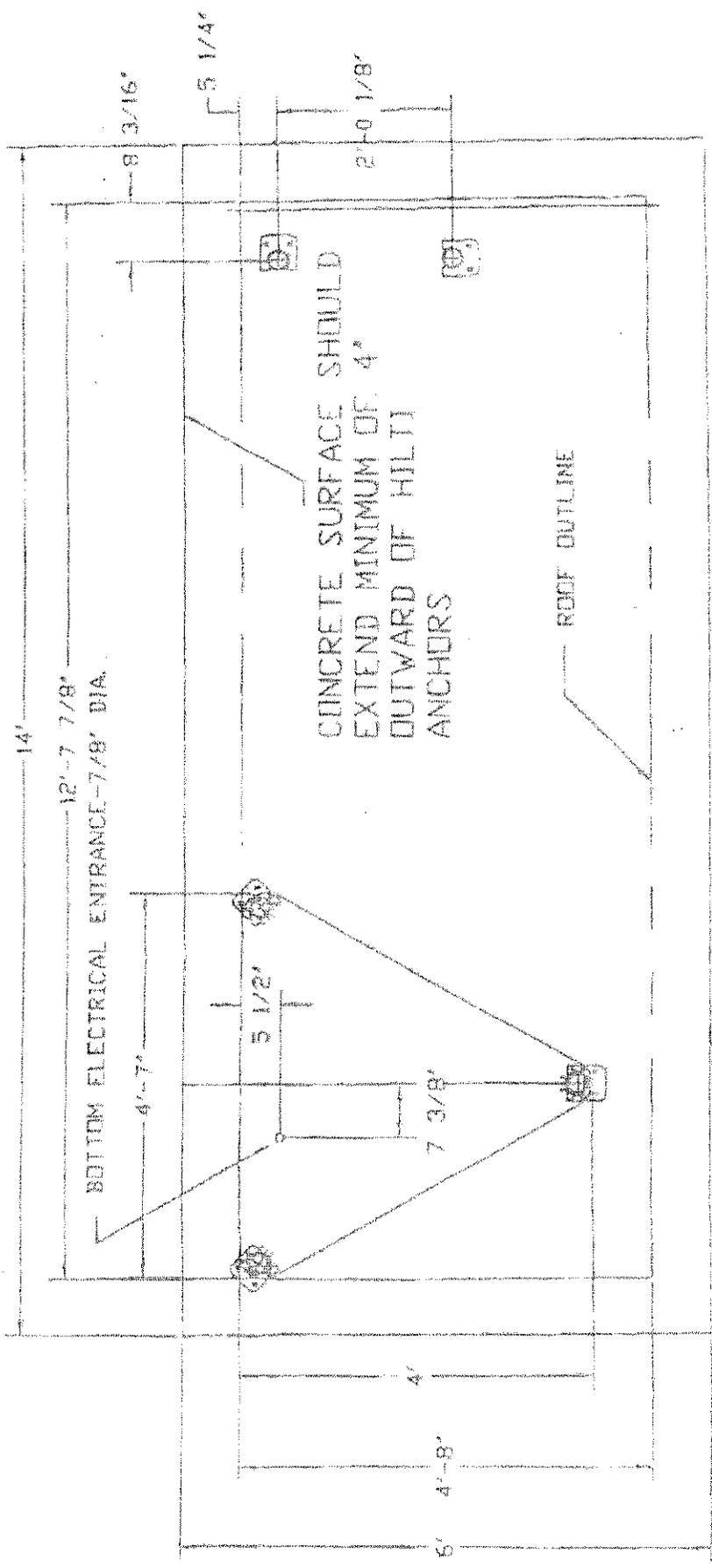
By: 
Greg McGrath
President, Southern California Division

EXHIBIT "A"
DESIGN OF NEW SHELTERS

[SEE PAGES A-1 THROUGH A-2
ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.]

A-1





CONCRETE SURFACE SHOULD
EXTEND MINIMUM OF 4"
OUTWARD OF HILTI
ANCHORS

CONCRETE SLAB 6" THICK
OR PER LOCAL SIDEWALK SPECIFICATIONS

FRONT(FACING STREET)

13' SHELTER W/48" AD BOX

A-2

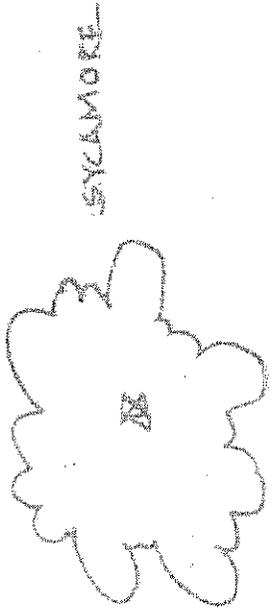
EXHIBIT "B"
LOCATIONS OF NEW SHELTERS

**[SEE PAGES B-1 THROUGH B-20
ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.]**

BUS SHELTER LOCATIONS

	LOCATION	DESCRIPTION
1	Eastbound Katella Ave. opp. Civic Center Dr.	13' shelter w/48" ad box
2	Southbound Los Alamitos Bl. FS Katella Ave.	13' shelter w/48" ad box
3	Southbound Los Alamitos Bl. Opp. Farquhar Ave.	13' shelter w/48" ad box
4	Southbound Los Alamitos Bl. FS Orangewood Ave.	13' shelter w/48" ad box
5	Southbound Los Alamitos Bl. FS Rossmoor Way	13' shelter w/48" ad box
6	Northbound Los Alamitos Bl. FS Bradbury Ave.	13' shelter w/48" ad box
7	Northbound Los Alamitos Bl. FS Rossmoor Way	13' shelter w/48" ad box
8	Northbound Los Alamitos Bl. FS Orangewood Ave.	13' shelter w/48" ad box
9	Northbound Los Alamitos Bl. FS Farquhar Ave.	13' shelter w/48" ad box
10	Eastbound Katella Ave. FS Noel St.	13' shelter w/48" ad box
11	Westbound Katella Ave. FS Portal Dr.	13' shelter w/48" ad box
12	Northbound Los Alamitos Bl. FS Katella Ave.	13' shelter w/48" ad box
13	Northbound Los Alamitos Bl. Opp. Catalina St.	13' shelter w/48" ad box
14	Westbound Katella Ave. FS Walnut St.	13' shelter w/48" ad box
15	Southbound Bloomfield St. FS Ball Rd.	13' shelter w/48" ad box
16	Eastbound Katella Ave. FS Wallingsford Ave.	13' shelter w/48" ad box
17	Eastbound Katella Ave. NS Maple St.	13' shelter w/48" ad box
18	Eastbound Katella Ave. opp. Walker St.	13' shelter w/48" ad box
19	Westbound Katella Ave. FS Lexington Dr.	13' shelter w/48" ad box

B-1

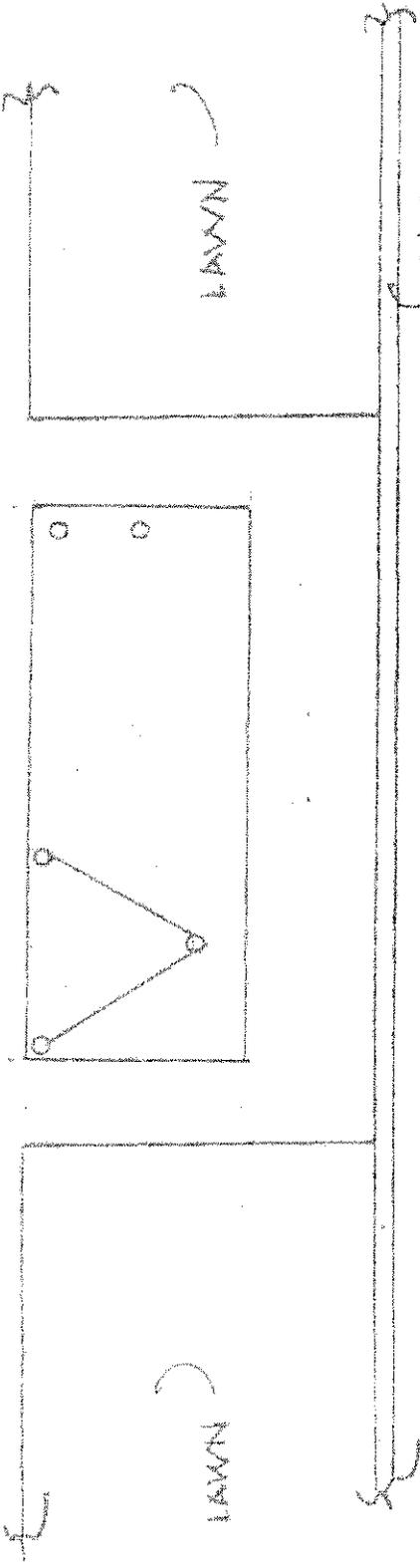


LAWN

SIDEWALK

LAWN

CURB



(B2)

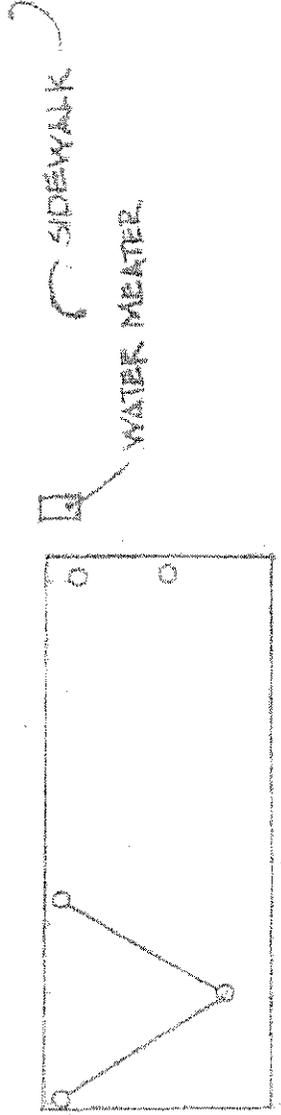
BUS STOP SB KATELLA AVE, OPP. CIVIC CENTER PK, NO. 1.

FISH CO. PARKING LOT



1/4" = 1'

LAWN



LIGHT POLE



13' SHELTER W/46" AD BOX

CURB

B-3

BUS STOP

SR LOS ALAMITOS BLVD. N'S KATELLA

NO. 2.



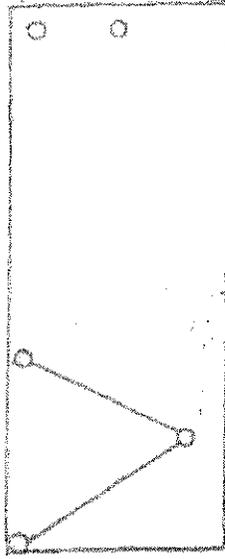
1/4" = 1'

BRICK WALL

SIDEWALK

LAWN

VALVE BOX



CURB

15' SHELTER W/48" AD BOX

B-4

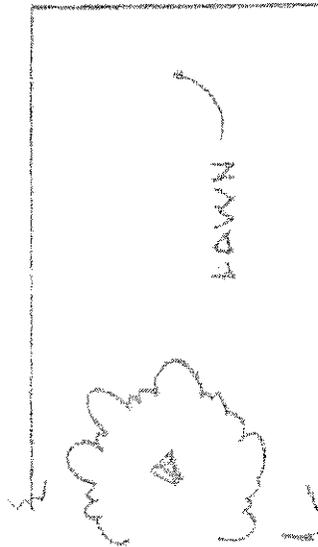
BUS STOP SE LOS ALAMITOS OPP. FARGUHER NO. 3.

7

1/4" = 1'

BRK WALL

SIDEWALK



CREPE MYRTLE

13' SHELTER W/48" AD BOX

CURB

8-5

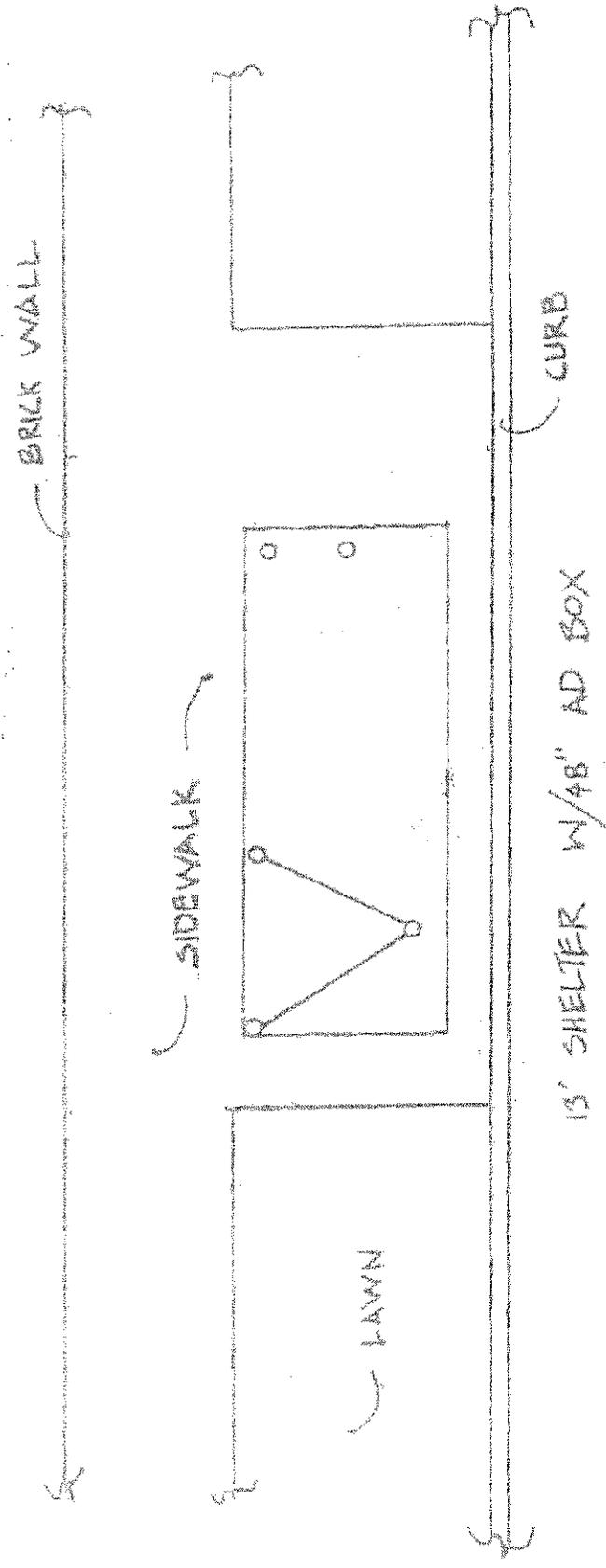
20

BUS STOP

SB LOS ALAMITOS FS ORNIGWOOD

NO. 4

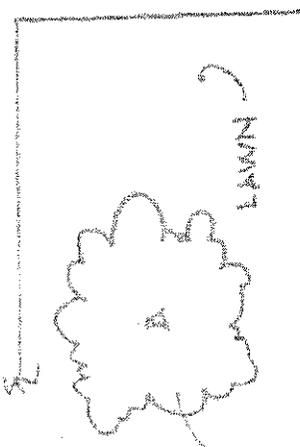
Z
1/4" = 1'



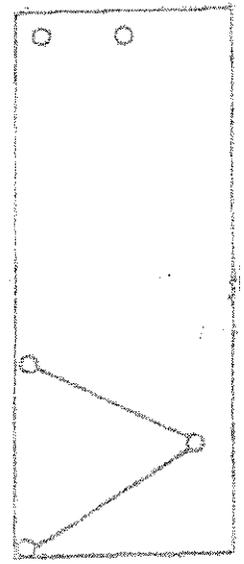
(B-5) BUS STOP SB LOS ALAMITOS #5 ROSSMOOR NO. 5.



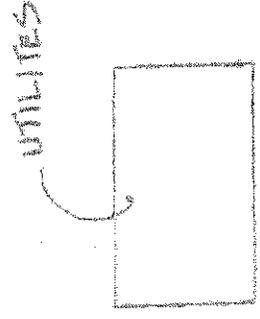
Y₂₀ = 1'



CRANE MYRTLE



13' SHELTER W/48" AD BOX



UTILITIES



BUS STOP

NE LOS ALAMITOS FS BRADBURY

NO. 6.



1/4" = 1'

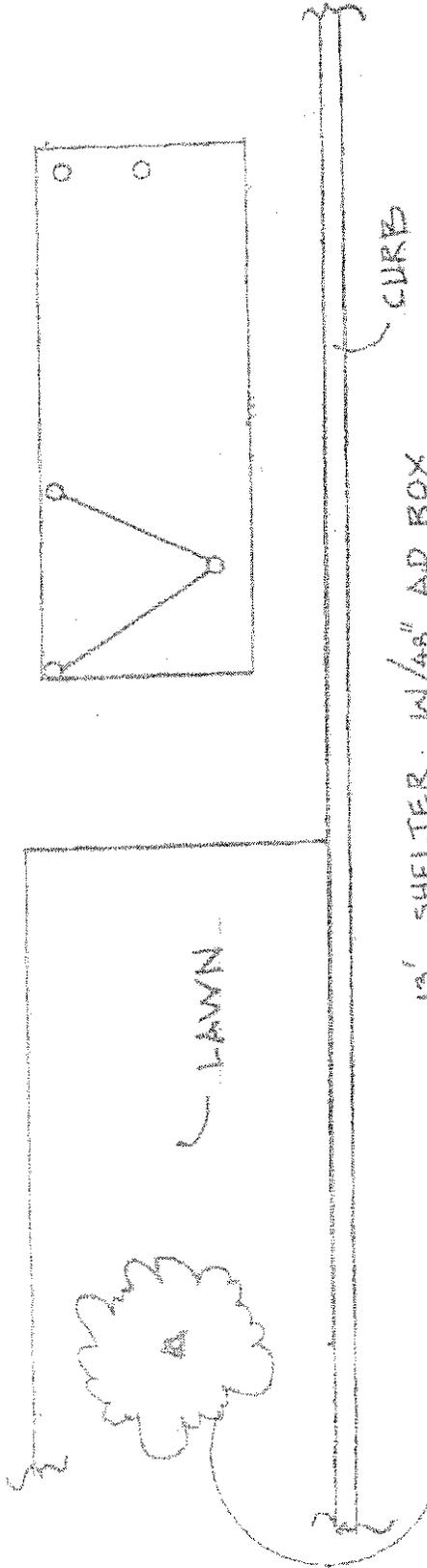
BRICK WALL

SIDEWALK

LAWN

13' SHELTER W/48" AD BOX

CURB



8-23-8

BILLS STOP

NB LOS ALAMITOS IS ROSSMOOR WAY

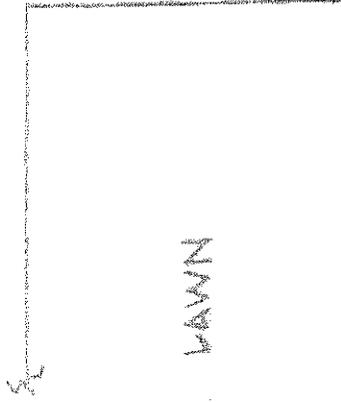
NO 7.



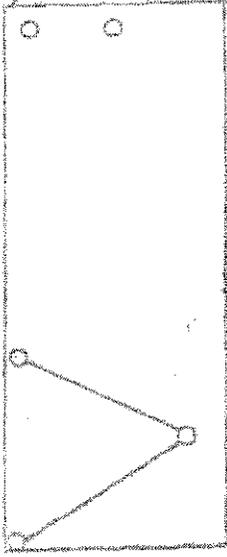
$\frac{1}{4}'' = 1'$



SIDEWALK



LAWN



13' SHELTER W/ 16' AD BOX CURB

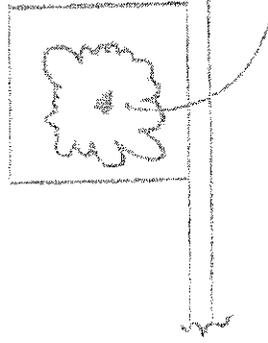
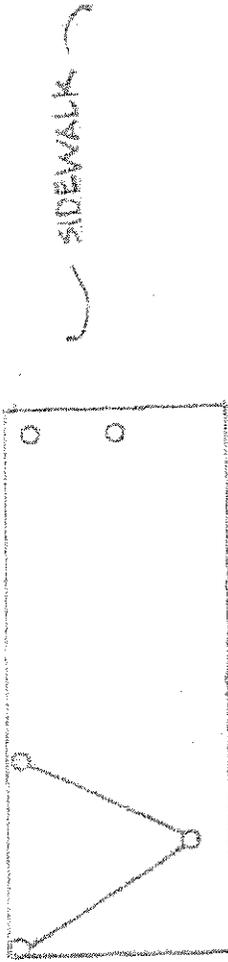
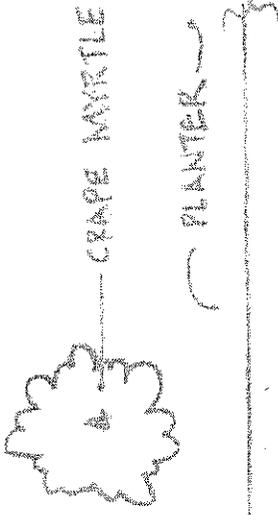
20-9

BISS STOP

NB LOS ALAMITOS FS ORANGED

NO. 8.

1/4" = 1'



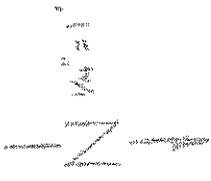
13' SHELTER W/48" AD BOX

(B-10)^{2C}

BUS STOP

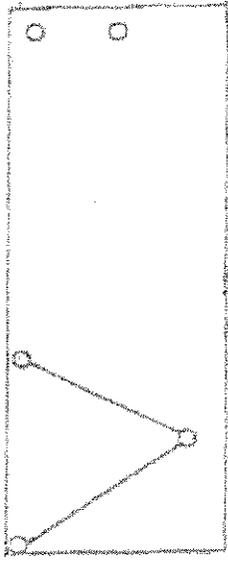
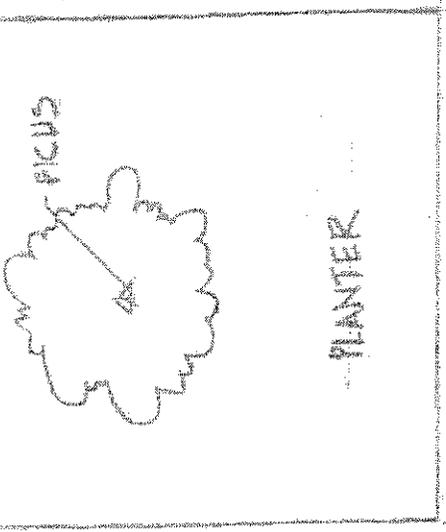
NB LOS ALAMITOS IS FARGWAY

NO. 9.



PARKING LOT

PLANTER



SIDEWALK

PARKING LOT

LAWN

13' SHELTER W/48" AD BOX

60 KATELLA 60 NDEL

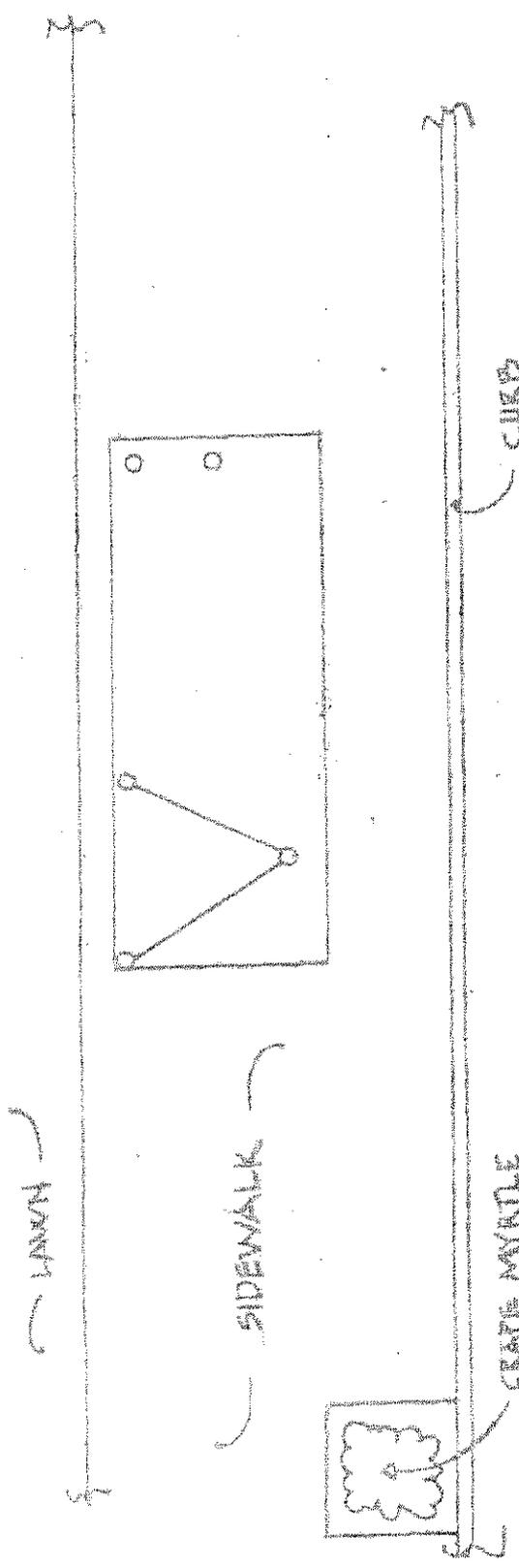
NO. ~~18~~ 10

BILLS STOP



N 1/4" = 1'

SYCAMORE



13' SHELTER W/48" AD BOX

(B-12)

B-115 STOP

W/S KATELLA IS PORTAL

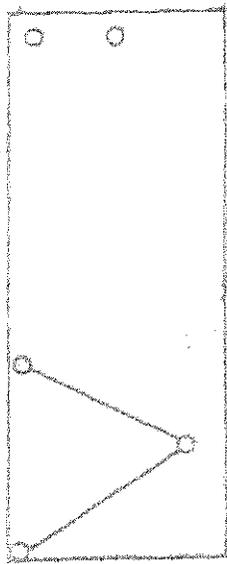
NO. 12. 11



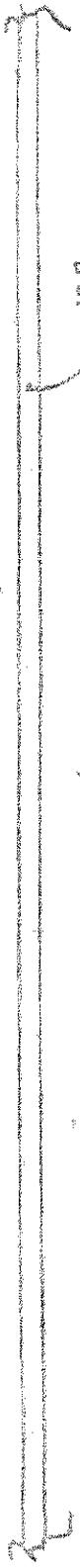
1/4" = 1'



LAWN



SIDEWALK



13' SHELTER W/18" AD BOX

CURB

B-13

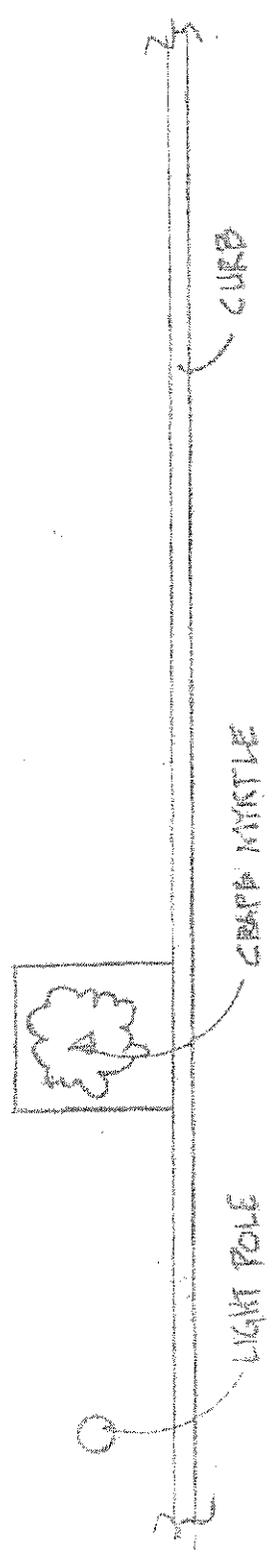
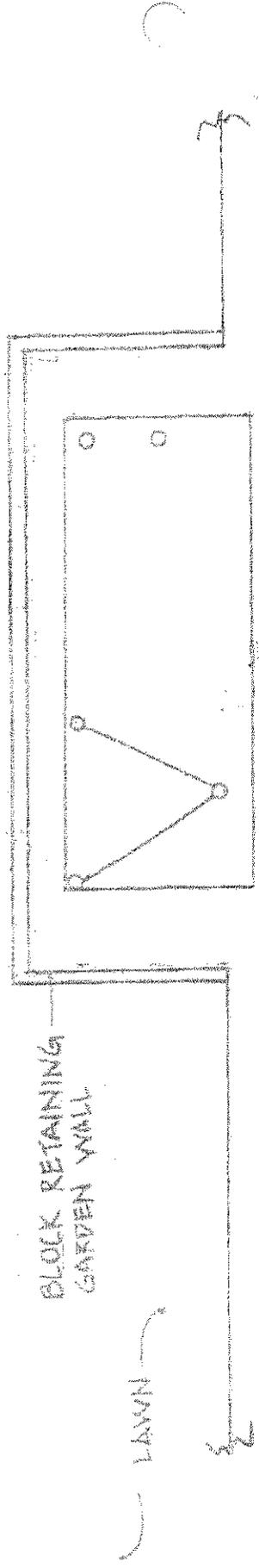
BUS STOP

NE LOS ALAMOS

ES KATILLA

NO. X. 12.

1/4" = 1'



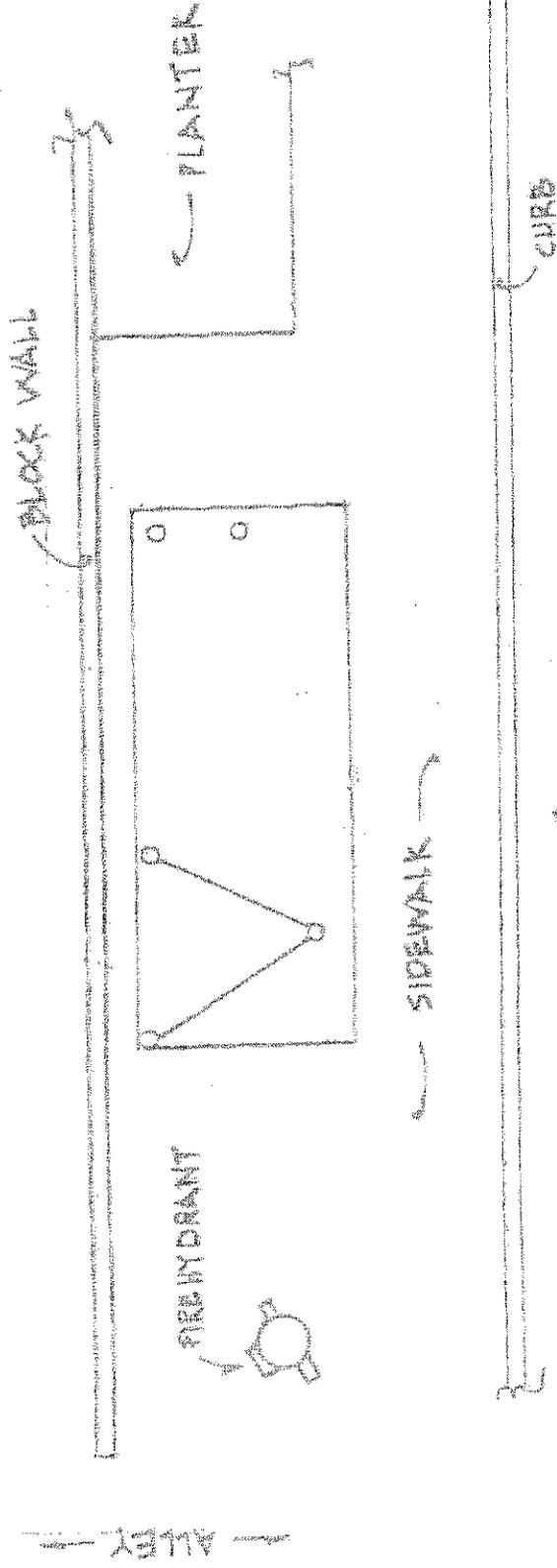
13' SHELTER w/48" AD BOX

B-14

BUS STOP

NB LOS ALAMITOS OPP. CATALINA (GANAHL LUMBER) NO. 13.

N
1/4" = 1'



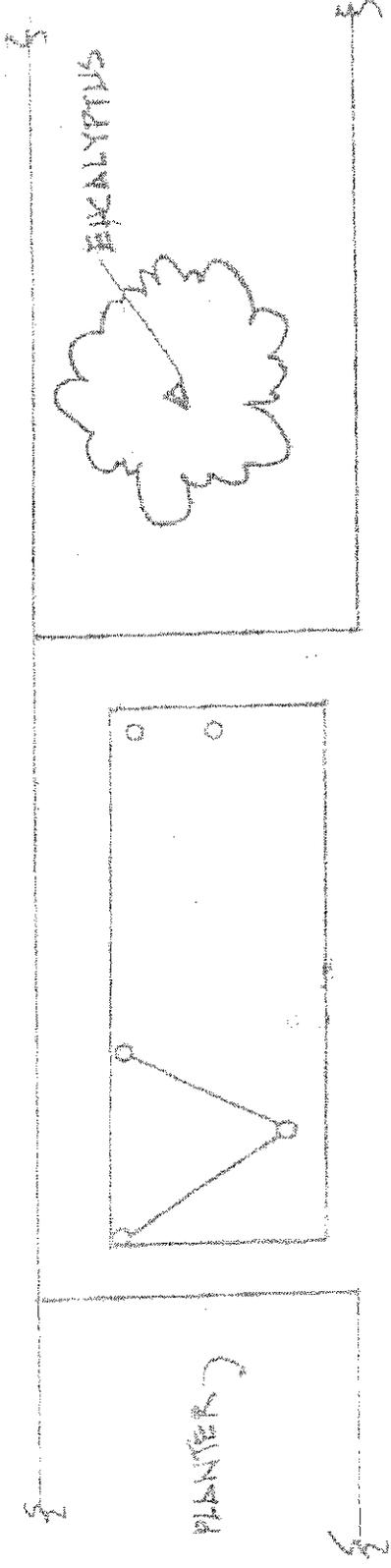
13' SHELTER W/48" AD BOX

6-15th

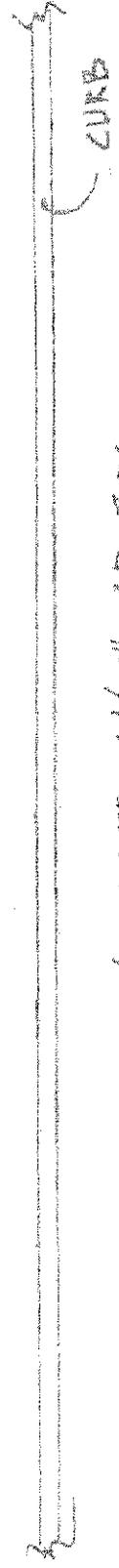
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WB CATILLA FS WALNUT

NO. 20. 14



SIDEWALK



13' SHELFER W/1/4" AD BOX

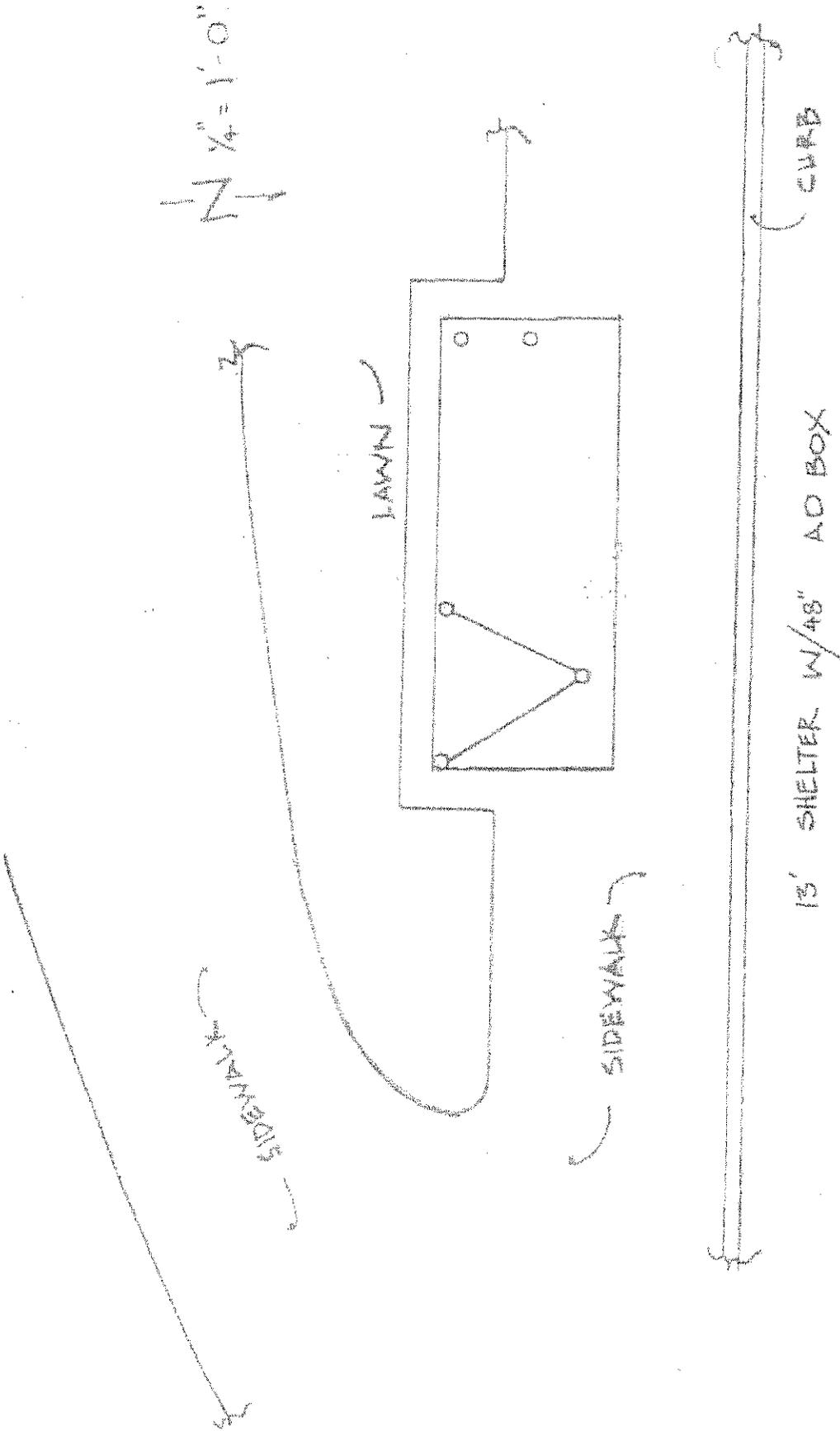
Z
1/4" = 1'-0"

BUS STOP

SB BLOOMFIELD FS BALL

NO ~~24~~.15

8-16

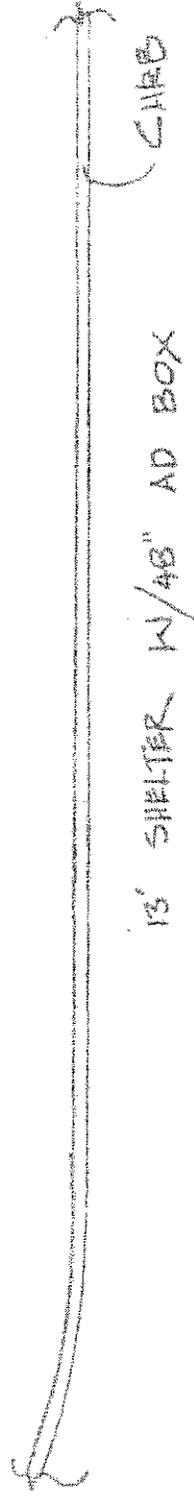
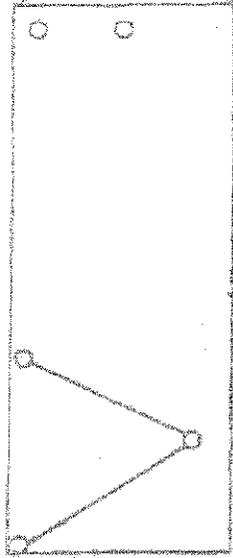


BUS STOP

EB. KATELLA FS WALINGSFORD NO. 26 16

(B-17)

N 1/4 = 1-0"



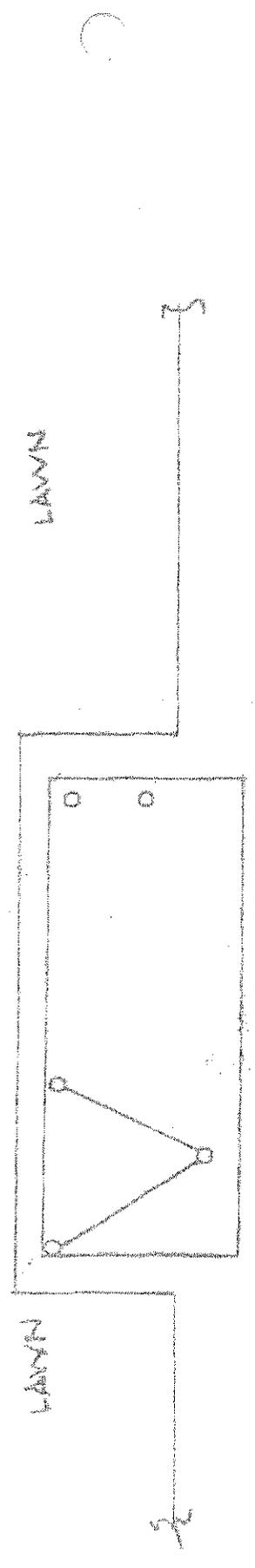
BUS STOP

F.R. KATELLA NS MAPLE

NO. 27. 17

6-1-88

1/4" = 1'-0"



SIDEWALK



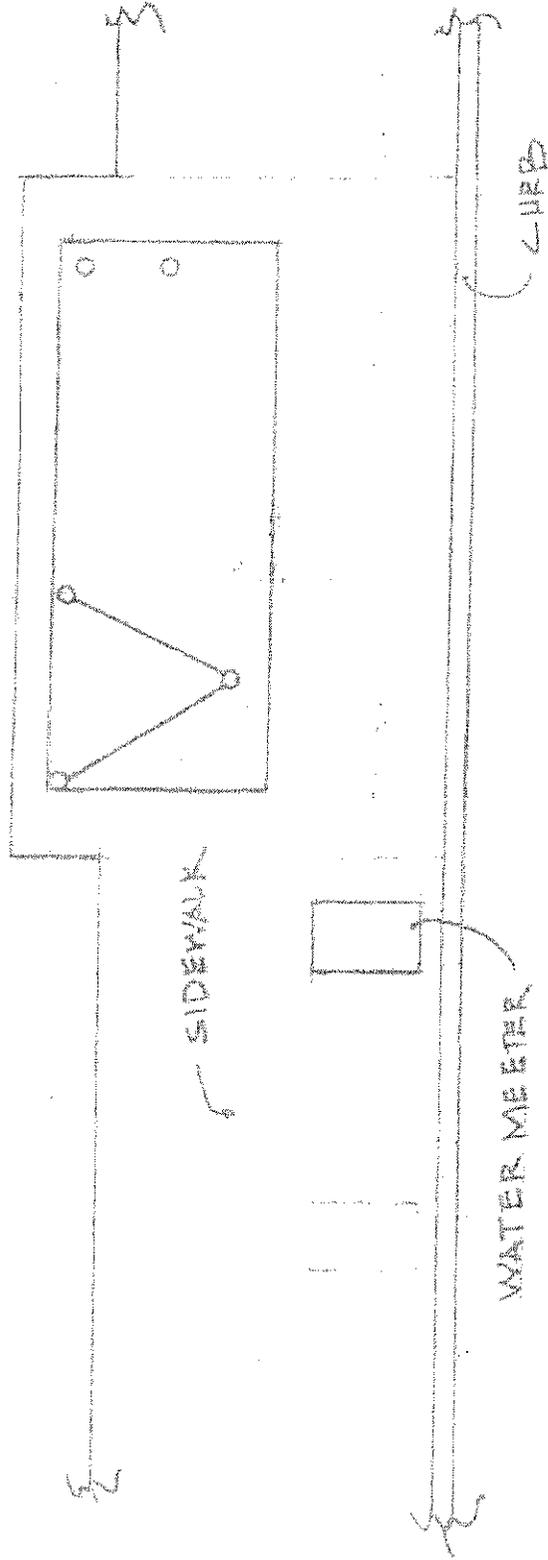
13' SHELTER W/48" AD BOX

BUS STOP

6-17-79

EB. KATELLA OFF WALKER NO. 37 18

N 1/4" = 1'-0"



13' SHELTER W/48" AD BOX

BUS STOP

W. B. KATELLA FS LEXINGTON

NO. 3~~3~~19

3-20

EXHIBIT "C"
CONTRACTOR CODE OF ADVERTISING PRACTICES

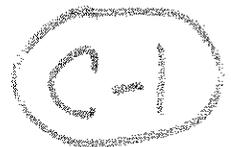
[SEE PAGE C-1
ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.]



CODE OF ADVERTISING PRACTICES

Clear Channel Outdoor for over a century has been committed to delivering our advertiser's message to the consumer. This role in the arena of public discourse requires both a defense of free speech and a sensitivity to contemporary standards and concerns. Clear Channel Outdoor recognizes the need to balance these demands and therefore adheres to the following code of advertising practices:

- * Establish exclusionary zones which prohibit advertisements of all products illegal for sale to minors that are intended to be read from, or within 500 feet of established places of worship, primary and secondary schools or playgrounds.
- * Continue to assert the right to reject creative content that is misleading, sexually explicit, overly suggestive, or in any way reflects upon the character, integrity, or standing of any organization or individual.
- * Continue our traditional commitment at both the national and local levels to display public service messages for worthy community causes.
- * Encourage diversity of advertised goods and services in all markets.



City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: April 18, 2022

ITEM NUMBER: 10E

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Amendment No. 1 to the Professional Services Agreement with Terra Nova Planning & Research, Inc. for Preparation and Consultation of the City's General Plan Housing Element

SUMMARY

This item seeks approval of Amendment No. 1 with Terra Nova Planning & Research, Inc., to continue to provide preparation and consultation on the City's General Plan Housing Element until December 31, 2022.

RECOMMENDATION

Authorize the Mayor to execute Amendment No. 1 to the Professional Services Agreement with Terra Nova Planning & Research, Inc., extending the term of the Agreement until December 31, 2022. If approved, the Amendment would increase the maximum amount of compensation paid by City to Terra Nova Planning & Research pursuant to the PSA by \$13,400.

BACKGROUND

The City executed a Professional Services Agreement (PSA) with Terra Nova Planning & Research, Inc. on April 19, 2021 to assist with preparation and consultation on the General Plan Housing Element. The assistance included the preparation of all California Environmental Quality Act (CEQA) documents required for environmental regulation compliance.

DISCUSSION

On December 17, 2020, the City released and subsequently re-noticed on January 26, 2021 and March 25, 2021, Request for Proposals (RFP 2020-04) for a State Housing and Community Development (HCD) LEAP Grants Program Consultant for the preparation of the City's General Plan Housing Element.

At the time of bid opening, no bids were received and as a result, staff sought out suggestions from the State HCD office and other development professionals for assistance in locating qualified firms. Two firms were identified and each submitted proposals for the preparation and consultation of the Housing Element. The project was awarded to Terra Nova Planning and Research, Inc. in the amount of \$64,940 which will be reimbursed by the LEAP Grants Program.

The General Plan Housing Element Update timeline has been altered and now requires an extension of the Agreement with Terra Nova Planning & Research Inc. via the proposed Amendment No. 1. A draft Housing Element has been submitted to HCD and comments have been provided back to the City. It is anticipated that revision to the Housing Element will be needed and as a result, the revised draft will go before the Planning Commission during its April meeting followed by Council consideration in May. Submittal of the approved Housing Element will follow and HCD will have 90 days to provide comments. The comments received will direct staff on the next steps towards adoption of a Housing Element expected in late 2022.

FISCAL IMPACT

The City will expend the initial project amount of \$64,940 through the Housing Element's first adoption. Amendment No. 1 seeks additional funding of \$13,400 to cover the cost for services through December 31, 2022. Funding will come from Development Services, Planning, Account 10-532-5260.1290.

Submitted by: Ron Noda, Development Services Director

Fiscal Impact Reviewed by: Craig Koehler, Finance Director

Approved by: Chet Simmons, City Manager

Attachment:

- 1. Amendment No. 1 to Professional Services Agreement with Terra Nova*
- 2. April 2021 Terra Nova Planning and Research, Inc. Letter re Housing Element Status*
- 3. 2021 Professional Services Agreement with Terra Nova Planning and Research, Inc.*

AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT
City of Los Alamitos/Terra Nova Planning & Research, Inc.

This Amendment No. 4 to Professional Services Agreement (“Amendment”) is made and entered into on this 18th day of April, 2022 by and between the City of Los Alamitos, a California charter city and municipal corporation, (“City”) and, Terra Nova Planning and Research, Inc., a California Corporation, (“Firm”). City and Firm are sometimes collectively referred to herein as the “Parties.”

RECITALS

A. City and Firm entered into that certain Professional Services Agreement on April 20, 2021 to provide a Housing Element Update through the HCD Leap Grants Program, which is incorporated herein by this reference..

B. City and Firm desire to amend the Agreement, subject to the terms and provisions of this Amendment.

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

1. Section [2.1] & [3.4] of the Agreement is hereby amended and restated in its entirety to read as follows:

2.1 Maximum Contract Amount.

Firm shall be compensated for the Project Services performed, including authorized reimbursements, if any, in accordance with the professional hourly rates and charges set forth in the Scope of Services in an amount not to exceed Eighty-One-Thousand-Five-Hundred-Ninety Dollars (\$81,590). The maximum amount of City’s payment obligation under this Agreement is the amount specified in 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, ending on December 31, 2022, unless extended by mutual written agreement of the Parties.

2. Scope of Services. The Letter from Terra Nova Planning & Research, Inc., dated March 31, 2022, re Housing Element Status attached to this Amendment as Exhibit “A” is hereby appended to and made a part of and an addendum to the Agreement’s Scope of Services.

3. Except as expressly modified above, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

4. The persons executing this Amendment on behalf of the Parties 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 have executed and entered into this Amendment as of the date first written above.

“City”

City of Los Alamitos

By: _____
Shelley Hasselbrink
Mayor

APPROVED AS TO FORM.

ATTEST:

Woodruff, Spradlin & Smart, APC

By: _____
Michael S. Daudt
City Attorney

By: _____
Windmera Quintanar, MMC
City Clerk

“Firm”

Michael Balliet, LLC/Firm

By: _____
John D. Criste
President

By: _____
Nicole Sauviat Criste
Vice President

Exhibit “A”

Terra Nova Planning & Research, Inc., letter dated March 31, 2022, re Housing
Element Status

**TERRA NOVA PLANNING & RESEARCH, INC.®**

Mr. Tom Oliver
Associate Planner
City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720

March 31, 2022

RE: Housing Element Status

Dear Mr. Oliver:

As you are aware, completion of the Housing Element Update has been delayed by multiple factors. As of this date, we have completed the first batch of changes based on the Department of Housing and Community Development's (HCD) first comment letter. The revised Housing Element has been posted for public review, and the Planning Commission held a workshop on March 23rd to take public input. The revised document is now ready for either processing through the Planning Commission and City Council, or resubmittal to HCD for a second review.

As we discussed yesterday, and based on the input received at the March 23rd workshop, changes may be needed to add another inventory site to the Element, and it is likely that a third draft will be needed, as HCD is being inconsistent in its reviews of the AFFH section of the Element, and additional requests from them are likely. Based on our conversation yesterday, we plan on presenting the Housing Element to the Planning Commission in April, seeking adoption from the City Council in May, and resubmitting an Adopted Housing Element to HCD in early June. HCD will have 90 days to review the adopted document, and is expected to require further changes, leading to a likely re-adoption. On this basis, we would expect to complete our contracted tasks by the end of this year.

The budget for the project was \$64,940.00, and included two HCD reviews and one set of adoption hearings. \$16,052.78 remains in the budget as of March 1. This amount is sufficient through the adoption of the Element in June, but insufficient for a third draft and second adoption process, as described above. We would expect that the additional work for third draft/second adoption will require an additional \$10,000.00 to complete. In addition, the City is considering the modification of the Element to add an additional inventory site. This would require the modification of the current second draft, and a review for internal consistency. Should the City determine that it wishes to make these changes, that effort will require an additional \$3,400.00. Therefore, the anticipated total additional funds required would be \$13,400.00.

Please feel free to contact me if you have any questions.

Sincerely,

Nicole Sauviat Criste
Principal

PROFESSIONAL SERVICES AGREEMENT
Terra Nova Planning and Research, Inc.

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into, to be effective this 20 day of April 2021 (“Effective Date”), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, (“City”) and Terra Nova Planning and Research, Inc., a California Corporation, (“Firm”). City and Firm 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 firm to provide a Housing Element Update through the HCD Leap Grants Program (“Project”).

B. Firm has submitted to City a written proposal, dated April 8, 2021, to provide consulting and preparation services for the Project.

C. Firm 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.

D. City desires to engage Firm 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 FIRM

1.1 Scope of Services and Standard of Performance. Firm shall provide those services set forth in the Housing Element Update Proposal, dated April 8, 2021, attached hereto as Exhibit “A” (“Scope of Services” and/or “Project Services”). Firm shall provide the Project Services in compliance with all terms and conditions of this Agreement. Firm 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. Firm represents and warrants that it is skilled in the professional

Professional Services Agreement – Terra Nova Planning and Research, Inc.

HCD LEAP Grants Program

City of Los Alamitos

discipline necessary to perform the Project Services. Firm 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. Firm shall be liable for all violations of such laws, ordinances, resolutions, statutes, rules and regulations in connection with performance of the Project Services. If Firm performs any Project Services in violation of such laws, ordinances, resolutions, statutes, rules or regulations, Firm shall be solely responsible for all penalties and costs arising therefrom. Firm 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, Firm shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Project Services. Firm represents and warrants to City that Firm 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 Firm to perform the Project Services. Firm 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 Firm'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, Firm warrants that Firm (a) has thoroughly investigated and considered the Project
Professional Services Agreement – Terra Nova Planning and Research, Inc.

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City of Los Alamitos

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. Firm 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. Firm acknowledges that City may enter into agreements with other firms, contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Firm 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. Firm shall be compensated for the Project Services performed, including authorized reimbursements, if any, in accordance with the rates and charges set forth in the professional hourly rates and charges set forth in the Scope of Services in an amount not to exceed sixty-eight one-hundred and ninety Dollars (\$68,190.00). 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 Firm wishes to receive payment, Firm 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 Firm 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 Firm's profession.

Professional Services Agreement – Terra Nova Planning and Research, Inc.

HCD LEAP Grants Program

City of Los Alamitos

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 Firm is an essential condition of this Agreement.

3.2 Schedule of Performance. Firm shall prosecute regularly and diligently the Project Services according to the periods specified in the Scope of Services. When requested by Firm, 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 Firm (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 Firm, 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 Firm be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Firm'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 approximately ten months, ending on February 28, 2022, unless extended by mutual written agreement of the Parties.

4. COORDINATION OF PROJECT SERVICES

4.1 Firm's Representative. The following principal of Firm is hereby designated as being the principal and representative of Firm authorized to act on its behalf with respect to the Project Services and to make all decisions in connection therewith: Nicole Sauviat Criste. It is

Professional Services Agreement – Terra Nova Planning and Research, Inc.

HCD LEAP Grants Program

City of Los Alamitos

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 Firm and devoting sufficient time to personally supervise the Project Services performed hereunder. The foregoing principal may not be changed by Firm without prior written approval of the Contract Officer.

4.2 City's Contract Officer. The City's Contract Officer shall be Acting Deputy City Manager, Ron Noda, and is subject to change by the City Manager. It shall be the Firm's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Project Services, and the Firm 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 Firm, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Firm 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. Firm shall not contract with any other entity to perform the Project Services without prior written consent of City. If Firm is permitted by City to subcontract any part of this Agreement, Firm 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 Firm. City will deal directly with and will make all payments to Firm. 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 Firm, 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 Firm or any surety of Firm 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 Firm a City employee. During the performance of this Agreement, Firm and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Firm will determine the means, methods and details

Professional Services Agreement – Terra Nova Planning and Research, Inc.

HCD LEAP Grants Program

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of performing the Project Services subject to the requirements of this Agreement. The personnel performing the Project Services on behalf of Firm shall at all times be under Firm's exclusive direction and control. Neither City nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Firm or any of its officers, employees, or agents, except as set forth in this Agreement. Firm, 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 Firm's officers, employees, or agents or in fixing their number, compensation, or hours of service. Firm 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 Firm in its business or otherwise a joint venturer or a member of any joint enterprise with Firm.

4.4.2 Firm 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 Firm, its officers, employees, representatives, agents, subconsultants or subcontractors in connection with the performance of any Project Services. Except for professional fees paid to Firm as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Firm for the performance of any Project Services. City shall not be liable for compensation or indemnification to Firm, 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 Firm's officers, employees, representatives, agents, or subconsultants or subcontractors, Firm 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 Firm or any officer, employee, representative, agent, subconsultant or subcontractor of Firm 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, Firm 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 Firm 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,

Professional Services Agreement – Terra Nova Planning and Research, Inc.

HCD LEAP Grants Program

City of Los Alamitos

law or ordinance to the contrary, Firm 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. Firm 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. Firm 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 Firm's existing insurance policies do not meet the insurance requirements set forth herein, Firm 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, Firm 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 Professional Liability/Errors and Omissions Insurance ("PLI"). Firm shall obtain and maintain a policy of Professional Liability or Errors and Omissions Insurance appropriate to Firm's profession with per-claim and aggregate limits of no less than Two Million Dollars (\$2,000,000.00). Covered professional services shall specifically include all Project Services to be performed under the Agreement and the policy shall be endorsed to delete any exclusions that may exclude coverage for claims within the minimum PLI limits set forth herein for the Project Services to be performed under this Agreement.

5.2.1.1 The PLI policy shall be endorsed to delete any Contractual Liability Exclusion. The PLI shall include contractual liability coverage applicable to this Agreement. The policy must "pay on behalf of" the insured, and include a provision establishing the insurer's duty to defend the insured.

5.2.1.2 If the PLI policy is written on a "claims-made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of all Project Services provided hereunder (the "PLI Coverage Period"). If any PLI policy is replaced, cancelled, non-renewed, discontinued, or otherwise terminated, or if the limits of a PLI policy are reduced or the available coverage depleted below the required minimum coverage amounts for any reason during the PLI Coverage Period, Firm shall immediately obtain replacement PLI coverage meeting the requirements of this Section

Professional Services Agreement – Terra Nova Planning and Research, Inc.

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City of Los Alamitos

5.2.1. Such replacement coverage shall satisfy all requirements herein, and shall include coverage for the prior acts or omissions of Firm during the time period during which any Project Services were performed. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended “tail” coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City.

5.2.1.3 If the PLI policy is written on an “occurrence” basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Project Services provided for in this Agreement, whichever is later. In the event of termination of the PLI policy during this period, new coverage shall immediately be obtained, and written evidence of the policy shall be immediately provided to the City, to ensure PLI coverage during the entire course of performing the Project services.

5.2.1.4 Firm shall not perform any Project Services at any time during which required types or amounts of PLI insurance are not in effect, and the City shall have no obligation to pay Firm for Project Services performed while required PLI insurance is not in effect.

5.2.2 Commercial General Liability Insurance. Firm 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.

5.2.3 Automobile Liability Insurance. Firm 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 Firm 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.

5.2.4 Workers’ Compensation Insurance. Firm 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. Firm 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

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HCD LEAP Grants Program

City of Los Alamitos

under their workers' compensation insurance policies. Firm 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, Firm shall not be required to procure either Worker's Compensation Insurance or Employer's Liability Insurance if Firm provides written verification to the City that Firm 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 Firm agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Firm 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 Firm 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 Firm, 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.

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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 Firm 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. Firm hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Firm 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 Firm'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, Firm shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Firm 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, Firm 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

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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 Firm may be held responsible for payments of damages to persons or property.

5.8 Enforcement of Agreement (Non-Estoppel). Firm acknowledges and agrees that actual or alleged failure on the part of the City to inform Firm 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. Firm shall either: (1) include all subconsultants or subcontractors engaged in the performance of Project Services on behalf of Firm as additional named insureds under the Firm's insurance policies; or (2) Firm 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. Firm 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 Firm and its subconsultants and subcontractors, if any, pursuant to this Agreement:

5.10.1 Firm 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 Firm 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

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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 Firm's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

5.10.5 Firm 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 Firm, provide the same minimum insurance coverage required of Firm. Firm 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. Firm 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 Firm agrees to provide immediate written notice to City of any claim, demand or loss against Firm arising out of the work or Project 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, Firm shall defend (at Firm'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 Firm, 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 Firm 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 Firm.

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Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Firm'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. Firm shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Firm 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. Firm 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 Firm, 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 Firm 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. Firm may retain copies of such documents for its own use. Firm shall have an unrestricted right to use the concepts embodied therein. Firm 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 Firm fails to secure such assignment, Firm 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 Firm, its employees, subconsultants, subcontractors and agents in the performance of Project Services shall 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

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California, or any other appropriate court in such County, and Firm 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 Firm. 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 Firm, 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, Firm shall immediately cease all Project Services, except as may be specifically approved by the Contract Officer. Firm 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 Firm.

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

8.6.2 If the Contract Officer determines that Firm is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Firm in writing of such default. If such default is capable of being cured, Firm 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 Firm 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

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City may be entitled at law, in equity, or under this Agreement. Firm 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 Firm 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 Firm 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 Firm for the purpose of set-off toward the cost of completion of the Project Services. The withholding or failure to withhold payments to Firm shall not limit Firm'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 Firm, 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 Firm or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Covenant Against Discrimination. Firm 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. Firm shall take affirmative action to insure that applicants and employees are treated

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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 Firm in the performance of this Agreement shall be treated as strictly confidential and shall not be used by Firm 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 Firm against patent or copyright infringement, statutory or otherwise, it is agreed that Firm 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 Firm shall pay all costs and damages finally awarded in any such suit or claim, provided that Firm is promptly notified in writing of the suit or claim and given authority, information and assistance at Firm'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 Firm. However, Firm 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 Firm shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Firm shall not be obligated to indemnify City under any settlement made without Firm'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 Firm's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Firm, 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 – Housing Element Update through the HCD Leap Grants Program.

Professional Services Agreement – Terra Nova Planning and Research, Inc.

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City of Los Alamitos

To City: Ron Noda, Acting Deputy City Manager
City of Los Alamitos
3191 Katella Ave.
Los Alamitos, CA 90720
csimmons@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 Firm: Nicole Sauviat Criste, Vice President
TERRA NOVA PLANNING & RESEARCH, INC.®
42635 Melanie Place, Ste 101
PALM DESERT, CA. 92211
ncriste@terranovaplanning.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**

Professional Services Agreement – Terra Nova Planning and Research, Inc.

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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. Firm 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”). Firm 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 Project Services provided pursuant to this Agreement, Firm shall bear all risks of payment or non-payment of prevailing wages under California law, and Firm 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]

Professional Services Agreement – Terra Nova Planning and Research, Inc.

HCD LEAP Grants Program

City of Los Alamitos

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

“City”
City of Los Alamitos

DocuSigned by:
By: Mark Chirco
7A6EE91E5DCA4EE...
Mark A. Chirco 4/28/2021
Mayor

APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

ATTEST:

DocuSigned by:
By: Michael S. Daudt
D2A022E0E4DF418...
Michael S. Daudt 4/28/2021
City Attorney

DocuSigned by:
By: Windmera Quintanar
54BCC26B4CA8409...
Windmera Quintanar, MMC 4/28/2021
City Clerk

“Firm”

TERRA NOVA PLANNING & RESEARCH,
INC.®

DocuSigned by:
By: Nicole Sauviat Criste, Vice President
28EFE1B039B1441...
Nicole Sauviat Criste 4/28/2021
Vice President

DocuSigned by:
By: JOHN D CRISTE
624B9AF2530F447...
John D. Criste 4/28/2021
President

Professional Services Agreement – Terra Nova Planning and Research, Inc.

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City of Los Alamitos

Exhibit A

Scope of Work

for

City of Los Alamitos

Housing Element Update



PROPOSAL TO PREPARE
THE CITY OF LOS ALAMITOS
HOUSING ELEMENT UPDATE
(2021-2029)

Prepared for:

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

Prepared by:



Terra Nova Planning & Research, Inc.®

42635 Melanie Place, Suite 101
Palm Desert, CA 92211

April 2021



**City of Los Alamitos
Housing Element Update (2021-2029)**

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TERRA NOVA PLANNING & RESEARCH, INC.®

April 8, 2021

Mr. Tom Oliver
Associate Planner
City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720

RE: Proposal to Prepare Housing Element Update

Dear Mr. Oliver:

Terra Nova Planning & Research is pleased to submit this proposal for the preparation of the City's 6th Cycle Housing Element Update, for the period from 2021 to 2029.

Terra Nova has been providing planning and environmental consulting services in southern California since 1984. Our Housing Element experience started in 1987, and we have prepared Housing Elements for each update cycle since that time, primarily for the cities of the Coachella Valley in Riverside County, and the High Desert in San Bernardino County. We are currently preparing Housing Elements for the cities of Cathedral City, Rancho Mirage, Palm Desert, La Quinta and Twentynine Palms, and the Town of Apple Valley (please see Firm Overview and Personnel section of our proposal).

I will be the City's prime contact, should we be selected for this project. I can be reached at 760-341-4800, or by email at ncriste@terranovaplanning.com. Our address and telephone number is provided below.

We look forward to having the opportunity to discuss this proposal with you further. If you have any questions or require additional information, please feel free to contact me.

Sincerely,

Nicole Sauviat Criste
Principal



I. SCOPE OF WORK

The Housing Element Update is governed by the requirements of State law, and has been further constrained by the State's 2018 and 2019 legislative sessions, which added requirements to Housing Elements that further define the City's facilitation of the development of housing for all income levels. Our scope of work is provided below. The scope is followed by a project schedule that assumes a realistic pace for the work, while meeting the mandates of law that the City's Housing Element Update must be adopted by February 15, 2022 (within 120 days of the due date of October 15, 2021).

Scope of Work

- Meetings & Consultation: Terra Nova will prepare for and attend one Kick Off meeting and five (5) meetings with staff during the preparation of the Housing Element Update. The Kick Off meeting will include refinement of project schedule; a review of data needs and background information that Terra Nova will need City staff help with; and discussion of policy direction and site inventory to meet the 2021-2029 RHNA allocation. We have assumed that most if not all of the meetings will be held via Zoom or similar video conferencing application.
- Community Outreach: In coordination with City Staff, prepare for, coordinate and staff two community workshops geared toward stakeholders such as affordable housing developers, public agency staffs, and the public, and document the input received from all parties. The format and timing of the two workshops will be determined at the Kick Off meeting.
- Research and Data Collection:
 - Develop a list of data needs for the update, including but not limited to building permit data, existing affordable housing projects, activities of the City during the 2014-2021 planning period, housing conditions survey, and other materials for City staff research.
 - Review the City's General Plan, Zoning Ordinance and applicable Specific Plans and develop clear understanding of the land use context for the Housing Element. This review will include checking existing Zoning standards and requirements which may have been affected by recent State legislation, including accessory dwelling units and junior accessory units, density bonuses, standards and definitions for reasonable accommodation, single room occupancy, transitional and supportive housing, etc. This task will result in a compiled list of required amendments, as needed.
 - Review existing policies and programs of the Housing Element, and develop analysis of progress made in addressing each of them. Identify policies and programs that require carry-



over into the Update, eliminate those that have been completed, and determine new programs that may be necessary for the 2021-2029 planning period.

- Update demographic section to include current (2019 and 2020, as available) information, such as US Census annual Community Surveys, SCAG, California Department of Finance, current housing stock and values, etc.
- Work with staff to determine what sites will be needed in the land inventory to meet the City's RHNA. As required by the State's 2018 Housing Package (AB 1397), the inventory will include assessor's parcel numbers, demonstrate that the sites are serviced by utilities and infrastructure, and include an analysis of realistic density.
- **Housing Element Drafting:** Incorporate research and documentation into revised Housing Element document. Expand constraints analysis as required by AB 879, including review of Municipal Code requirements that may impact the cost of housing, non-governmental constraints related to reduced density proposals, etc. Assure that programs are included in the revised Element, if necessary, to remove all constraints.
 - Revise all other sections of the Element to assure compliance with current State requirements, including funding sources, agencies providing affordable housing, special needs housing analysis, etc.
 - Develop new and amend existing goals, policies and programs to reflect the research and documentation described above. Include defined timelines and responsible departments/agencies for all activities.
- **HCD Submittal:** Submit the draft document for State review, and coordinate response to comments from HCD with City staff, and draft modifications to Update as necessary. For purposes of this proposal, we have assumed two (2) reviews by HCD, not including the certification review. Following adoption by the City Council, Terra Nova will submit the document for certification by HCD, and coordinate the process on behalf of the City.
- **CEQA Documentation:** Prepare CEQA Initial Study and Checklist, Negative Declaration and public notice documentation.
- **Public Hearings:** Terra Nova will work with City staff in developing staff reports and resolutions for the Planning Commission and City Council, and present the Housing Element to both bodies for adoption. One hearing is expected for each body's action on the document.

Project Schedule

The project schedule is provided below. It is consistent with the tasks described above.



**City of Los Alamitos Housing Element Update
Project Schedule**

Task	5/21	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22
Meetings & Consultation	■		■		■			■		
Community Workshops (2)			■	■						
Research & Data Collection	■	■	■							
Housing Element Drafting		■	■	■						
HCD Review, 1st Draft (60 days)					■	■				
Amend Element per HCD Comments							■			
HCD Review 2 nd Draft (60 days)								■	■	
Prepare & Circulate Initial Study (20 days)						■	■	■		
Planning Commission									■	
City Council Hearing										■
File NOD										■
Adopted Document Review by HCD/Certification										2/15-4/15



II. FIRM OVERVIEW AND KEY PERSONNEL

A. Terra Nova

Terra Nova has been providing planning and environmental services to a wide range of public agencies, including all cities of the Coachella Valley, the County of Riverside, the Towns of Apple Valley and Yucca Valley, the City of San Bernardino, and other agencies, including the Coachella Valley Association of Governments, College of the Desert and the Coachella Valley Water District since 1984. During that time, we have prepared Housing Elements and Updates for multiple jurisdictions, starting in 1987, when we prepared the City of Rancho Mirage's Housing Element for the 2nd Cycle. Since that time, we have completed a varying number of Elements, ranging from 4 to 8 per cycle. We are gratified that our client cities have called on us repeatedly to update their Housing Elements multiple times.

The following section provides brief resumes of Terra Nova key personnel. All personnel listed will be fully involved in the project, and have availability to perform the scope of work detailed in this proposal.

B. Staff Qualifications

Nicole Sauviat Criste, Principal

Ms. Criste has led Terra Nova's Housing Element efforts since the firm's inception. Her experience with Housing Elements has included Palm Desert (3rd, 4th, 5th and 6th Cycles), Rancho Mirage (2nd, 3rd, 4th, 5th and 6th Cycles), Cathedral City (3rd, 4th and 6th Cycles), Palm Springs (4th and 5th Cycles), Blythe (2nd, 3rd and 4th Cycles), Yucca Valley (2nd, 3rd and 4th Cycles), and Apple Valley (4th, 5th and 6th Cycles). For the 3rd Cycle (1998-2006), Ms. Criste completed and received certification from HCD for five Housing Elements. In the 4th Cycle (2006-2013), Ms. Criste completed and received certification from HCD for seven Housing Elements, and for the 5th Cycle (2013-2021), she completed and certified five Elements.

Since 1981, Ms. Criste has conducted extensive land use analysis, development design, market research analysis and marketing strategy development. Her land use/market feasibility experience has included the analysis and application of demographic research to determine real estate and development trends, focused marketing campaigns, and to gauge project feasibility.

With Terra Nova since 1985, Ms. Criste has researched and assisted in the preparation of environmental documents for all the cities of the Coachella Valley, the U.S. Bureau of Indian Affairs, Federal Highway Administration, Farmer's Home Administration and the Economic Development Administration.

Ms. Criste also works extensively in current planning, assisting the cities of La Quinta, Palm Springs, Banning, San Bernardino, and Yucca Valley in the processing of applications ranging from Specific Plans



to Use Permits. Her experience in this area ranges from the staffing of planning department to individual case work and preparation of Initial Studies and Mitigation Monitoring Programs.

Ms. Criste is a graduate of Scripps College with a Bachelor of Arts degree in European Studies.

Andrea Randall, Senior Planner

Ms. Randall has been a professional planner since 1993 and has been with Terra Nova since 1998. She has worked on a variety of General Plan and Specific Plan projects, and has prepared and managed numerous CEQA and NEPA analyses. Her most recent experience with Housing Element Updates includes the La Quinta, Apple Valley and Twentynine Palms updates for the 6th Cycle.

She has an in-depth knowledge of socio-economics and has prepared several analytical models of communities of the Coachella Valley, and is principal author of General Plan environmental justice and demographics analyses.

Ms. Randall played an important role in a 10,000-acre annexation and associated analysis on lands near the Colorado River, and has assisted in securing state and federal incidental take permits for major developments in the Coachella Valley. Ms. Randall has also conducted predevelopment planning analysis for a variety of projects, including the COD West Valley Campus, Paradise Valley Market Feasibility Study and Fiscal Impact Analysis, the Coachella Valley Multiple Species Habitat Conservation Plan Fiscal Impact Analysis, and analyses for a number of annexations and residential subdivisions.

Ms. Randall graduated Magna Cum Laude with a Bachelor's degree in Urban Affairs and Planning from the Virginia Polytechnic Institute and State University.

Kelly Clark, Associate Planner

Ms. Clark joined Terra Nova in 2011. She is a graduate of the University of California, Berkeley with a Bachelor of Science degree in Conservation and Resource Studies. Ms. Clark's coursework emphasized sustainable urban development, environmental policy and community design. Ms. Clark provided demographic and research support for the five Housing Elements completed by Terra Nova in the 5th Cycle, and is principal author of Cathedral City's 6th Cycle update.

She has assisted in the preparation of the Green Building, Benchmarking and Energy Management Programs for CVAG's Green for Life project, the current update to the Apple Valley Climate Action Plan and other similar projects. Ms. Clark has also provided research and analysis required for CEQA and NEPA documents for various development projects throughout the Coachella Valley. She contributed to the preparation of the College of the Desert Indio Educational Center EIR and expansion Mitigated Negative Declaration. She played a key role in the SCAG/Rancho Cucamonga Foothill Boulevard BRT corridor study, and has been intimately involved in land use and socio-economic research, public outreach and participation, and the collection of data and information.



III. EXPERIENCE AND REFERENCES

Terra Nova has completed Housing Element Updates for many of the cities of the Coachella Valley, and for cities of similar size elsewhere in Riverside and San Bernardino counties, as described above. We provide the following similar projects with references.

City of Palm Desert Housing Element Update

Terra Nova updated the Housing Element for the City of Palm Desert for the 3rd, 4th and 5th Cycle planning periods. For the most recent Update, the City's limited higher density vacant land inventory posed the greatest challenge, and extensive work was undertaken to identify and characterize sites for re-zoning to satisfy the City's RHNA. Negotiations with HCD were extensive, but resulted in certification by HCD.

Reference: Mr. Eric Ceja, Assistant Director of Community Development, City of Palm Desert (760) 346-0611

City of Rancho Mirage Housing Element Update

Terra Nova updated the Housing Element for the City of Rancho Mirage for the last four update Cycles. The primary issue with the most recent Update was associated with the vacant land inventory, and the need to restrict lands within the newly adopted Section 19 Specific Plan for affordable housing, which provided the only area in the City with high density residential land use designations. The element was certified by HCD and adopted by the City Council.

Reference: Mr. Jeremy Gleim, Director of Development Services, City of Rancho Mirage, (760) 328-2266.

City of Palm Springs Housing Element Update

Terra Nova updated the City of Palm Springs' Housing Element for the 4th and 5th Cycle. As with most Coachella Valley cities, the issues associated with the sites inventory was critical to both updates. Another significant issue was the patchwork of Agua Caliente Band of Cahuilla Indians lands, which could not be included in the inventory. The element was certified by HCD and adopted by the City Council.

Reference: Mr. Edward Robertson, Principal Planner, City of Palm Springs, 760-323-8245

Town of Apple Valley Housing Element Update

Terra Nova updated the Housing Element for the Town of Apple Valley in conjunction with a major General Plan Update, and again for the 5th Cycle update. The primary issues associated with this Housing Element related to Apple Valley's very low density development and its ability to meet affordable housing needs as a result. The Housing Element and General Plan addressed density issues through the creation of a Mixed Use designation, and the expansion of the inventory of High Density lands. The element was certified by HCD and adopted by the Town Council.

Reference: Ms. Lori Lamson, Director of Community Development, Town of Apple Valley, (760) 240-7000, extension 7204



IV. FEE SCHEDULE AND COST ESTIMATE

A. Terra Nova Fee Schedule

Terra Nova invoices its clients on a cost-basis using an hourly billing system. Reimbursable expenses are charged on a cost basis, except where otherwise indicated. The current fee schedule is provided below:

Terra Nova Staff	Hourly Rate
Principal Planner	\$ 195.00
Senior Planner	\$ 160.00
Associate Planner	\$ 140.00
Assistant Planner	\$ 115.00
Graphic Design Specialist	\$ 65.00
Administrative Assistant	\$ 45.00

REIMBURSABLES

Photo Copies	
(8.5" X 11" BW)	\$ 0.15 ea.
(8.5" X 11" Color)	\$ 0.30 ea.
(11" X 17" BW)	\$ 0.30 ea.
(11" X 17" Color)	\$ 0.60 ea.
Large Format Plots	
BW	\$ 1.00/S.F.
Color	\$ 5.00/SF
Telephone Toll Charges	Cost
FAX Transmittals	Cost
Reproduction, Special photographic services, document printing, aerial photogrammetry, postage, etc.	Cost



B. Cost Estimate

**City of Los Alamitos
Housing Element Update
Project Budget**

City Team Meetings , Internal Meetings, etc.	\$7,875.00
Public Outreach - 2 Workshops	\$5,360.00
Review of City Documents & Existing Housing Element	\$5,310.00
Update Housing Element	\$23,850.00
HCD Reviews and Amendments (2 reviews)	\$5,850.00
CEQA Initial Study, NOI, NOD	\$6,180.00
Project Management, Staff Report Support	\$4,875.00
Preparation and Attendance at Public Hearings (2)	\$2,340.00
Administrative Support	\$1,800.00
Miscellaneous Office Expenses: copies, postage, etc.	\$1,500.00
Total Housing Element Update Costs	\$64,940.00

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: April 18, 2022

ITEM NUMBER: 10F

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Award of Contract to United Storm Water for the Installation of Catch Basin CPS (Connector Pipe Screens) Project Citywide (CIP No. 21/22-05)

SUMMARY

This item recommends award of Contract to United Storm Water to begin fabrication and installation of storm water protection Connector Pipe Screen (CPS) units in the City's 122 catch basins. This project will install trash screens in the City's catch basins as a requirement of the State Water Quality Control Board.

RECOMMENDATION

1. Award of Contract for the fabrication and installation of the Catch Basin CPS (Connector Pipe Screens) Project Citywide (CIP No. 21/22-05) in the amount of \$92,529.68 to United Storm Water, Inc., and,
2. Authorize the Mayor to execute the contract with United Storm Water, Inc. for the project; and,
3. Authorize City Engineer to add work and execute change orders in an amount not to exceed the contingency reserve of 5% or \$4,626.48; and,
4. Appropriate \$6,874.32 to the Installation of Catch Basin CPS (Connector Pipe Screens) Project account funding from the Measure M account.

BACKGROUND

In May 2021, the City submitted for the 2021 Tier 1 Project Application for Funding from Orange County Transportation Authority (OCTA). In September 2021, the City was awarded approximately \$51,524 towards the proposed fabrication and installation of Connector Pipe Screens (CPS) units citywide. The City is expected to match these funds with an expenditure of at least \$12,880.

The State's new Trash Amendment will eventually require "full-capture" screening of storm water. The City wants to continue to work toward Best Management Practice (BMP) objectives by installing CPS in our storm drains. The City of Los Alamitos' Catch Basin CPS project proposes the installation of 122 CPS debris collection devices citywide. The installation of the proposed CPS units will be an instrumental benefit as a water protection device and cover a drainage area of approximately 1.87 square miles.

DISCUSSION

Notices announcing the solicitation of bids for this project were posted in the local publications News-Enterprise and the F.W. Dodge.

Bids for the Catch Basin CPS (Connector Pipe Screens) Project Citywide (CIP No. 21/22-05), were publicly opened on March 30, 2022 at 2:00 pm. From the three (3) total bids received, it was determined that the lowest responsible bid submitted was from United Storm Water, Inc. with the total bid amount of \$92,529.68. The bid results are provided below:

United Storm Water, Inc.	\$	92,529.68
G2 Construction, Inc.	\$	171,992.00
Downstream	\$	175,124.00
Average	\$	146,548.56

The following represents an approximate timeline for the completion of the project which consists of the installation of steel connector pipe screens in the City's catch basins to collect trash before entering the storm drains.

- 04/18/2022 Award of Contract
- 06/06/2022 Start of construction
- 08/01/2022 End of construction

FISCAL IMPACT

The construction budget for the project was bid at \$92,529.68 with an additional \$6,874.32 for contingency, advertisement and construction management for a total of \$99,404.00.

The original funded budget was \$64,404.00, which consisted of an OCTA Tier 1 Grant from their Environmental Cleanup program, and a 25% match of \$12,880.00 from General Fund. Due to an industry-wide increase in steel pricing, the bids came in higher than the original budget and additional funds are needed to complete the project and meet the State Water Quality Control Board requirements. Funding sources are shown below.

Budget Fiscal Year	Source	Amount
2021-22	Tier-1 OCTA Grant	\$51,524
2021-22	General Fund Match	\$12,880
2021-22	Measure M	\$35,000
	Project Total	\$99,404

Submitted by: Chris Kelley, City Engineer
Reviewed by: Ron Noda, Development Services Director
Fiscal Impact Reviewed by: Craig Koehler, Finance Director
Approved by: Chet Simmons, City Manager

- Attachment:
- 1. Articles of Agreement for CIP No. 21/22-05
 - 2. Bid Breakdown for CIP No. 21/22-05
 - 2. Bid Submittal for CIP No. 21/22-05



CITY OF LOS ALAMITOS**CONTRACT AGREEMENT FOR
CATCH BASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE
SPECIFICATION NO. CIP 21/22-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

THIS CONTRACT AGREEMENT (hereinafter “Agreement” or “Contract” or “Contract Agreement”) is made and entered into for the above stated Project this 18th day of April, 2022, BY AND BETWEEN THE **CITY OF LOS ALAMITOS**, as CITY, and United Storm Water, Inc., as CONTRACTOR. WITNESSETH that CITY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid Project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal Documents, Contract Documents, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and all appendices attached hereto, together with this Contract Agreement and all required bonds, insurance coverage, 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 (hereinafter collectively the “Contract Documents”). All of the provisions of said Contract Documents are attached hereto and are incorporated by reference herein and made a part of this Contract Agreement as though fully set forth herein.

ARTICLE II

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

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of 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.

ARTICLE IV

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

ARTICLE V

CONTRACTOR acknowledges the provisions of the Labor Code requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions.

ARTICLE VI

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

ARTICLE VII

CONTRACTOR hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. Section 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONTRACTOR so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONTRACTOR hereby agrees to reimburse CITY for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by CITY.

ARTICLE VIII

To the fullest extent permitted by law, CONTRACTOR shall defend (at CONTRACTOR's sole cost and expense), indemnify, protect, and hold harmless CITY, its elected and appointed officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (CONTRACTOR's employees included), or for damage to property, including property

owned by CITY, which Claims arise out of, pertain to, or are related to CONTRACTOR's performance under the Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit CONTRACTOR's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless, and indemnify the CITY, its elected and appointed officials, officers, employees, agents, and volunteers, shall not apply to such claims or liabilities arising from the sole or active negligence or willful misconduct of CITY.

ARTICLE IX

CONTRACTOR shall be familiar with, observe, and comply at all times during the term of this Agreement with any work rules for contractors as may be established and promulgated by the City Manager, which work rules shall be additional terms and conditions for providing the work and services to the CITY pursuant to this Agreement, as may be updated and/or amended from time to time at the sole discretion of the City Manager.

ARTICLE X

The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 75, which implements Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual obligation or other impediment that would prevent them from complying with Part 75 of the regulations.

CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement, contract, or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under Section 3 and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 requirements, shall set forth the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

CONTRACTOR agrees to include Section 3 contract language in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 contract language,

upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found to be in violation of the regulations in 24 CFR Part 75.

CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled: (1) after the CONTRACTOR is selected but before this Agreement is executed; and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24CFR Part 75.

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

[SIGNATURES ON NEXT PAGE]

CONTRACT AGREEMENT

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first written.

CITY:

CONTRACTOR:

SHELLEY HASSELBRINK, MAYOR
CITY OF LOS ALAMITOS

UNITED STORM WATER INC.

BY: _____
(PRINT)

ATTEST:

(SIGNATURE)

WINDMERA QUINTANAR, CITY CLERK
CITY OF LOS ALAMITOS

(TITLE)

BY: _____
(PRINT)

MICHAEL S. DAUDT, CITY ATTORNEY
CITY OF LOS ALAMITOS

(SIGNATURE)

(TITLE)

NOTE: SIGNATURES OF CORPORATE OFFICIALS MUST BE NOTARIZED,
ATTACH JURAT.

PAYMENT BOND

**CATCH BASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE
SPECIFICATION NO. CIP 21/22-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

WHEREAS, the City of Los Alamitos, as AGENCY has awarded to United Storm Water, Inc. 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 Ninety-Two Thousand Five Hundred Twenty-Nine Dollars and Sixty Eight Cents (\$92,529.68) 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 inure to the benefit to any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this day of _____, 2022.

Contractor* Eduardo Perry Jr.
United Storm Water, Inc.
14000 E. Valley Blvd
City of Industry, CA 91746
(626) 961-9326

Surety* _____

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

Subscribed and sworn to this ____ day of _____, 2022

NOTARY PUBLIC..... (SEAL)

(EXECUTE IN DUPLICATE)

FAITHFUL PERFORMANCE BOND

**CATCH BASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE
SPECIFICATION NO. CIP 21/22-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

KNOW ALL PERSONS BY THESE PRESENTS that United Storm Water, Inc., 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 Ninety-Two Thousand Five Hundred Twenty-Nine Dollars and Sixty Eight Cents (\$92,529.68); 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: CATCH BASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE, SPECIFICATION NO. CIP 21/22-05 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 _____, 2022.

Contractor* Eduardo Perry Jr.
United Storm Water, Inc.
14000 E. Valley Blvd
City of Industry, CA 91746
(626) 961-9326

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 _____, 2022.

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: _____

_____ United Storm Water, Inc.
(Contractor)

By: _____
(Signature)

(Title)

Attest:

By: _____
(Signature)

(Title)

Note: See Section 5 Legal Relations and Responsibilities, Subsection 5-4 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 by reason of being so named be considered a member of any mutual insurance company for any purpose whatsoever, and
4. The provisions of the policy will not be changed, suspended, canceled or otherwise terminated as to the interest of the additional insured named herein without first giving such additional insured twenty (20) days' written notice.
5. Any other insurance held by the additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance, which is referred to by this certificate.
6. **The company provided insurance for this certificate is a company licensed to do business in the State of California with a Best's rating of A+ VIII or greater.**

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

Authorized Insurance Agent

Date: _____

STATEMENT REGARDING INSURANCE COVERAGE

**CATCH BASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE
SPECIFICATION NO. CIP 21/22-05
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 **5.4 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

**CATCH BASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE
SPECIFICATION NO. CIP 21/22-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

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

Business & Professions Code § 7028.15:

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

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

Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, as contractor who is not licensed pursuant to this chapter is void.**

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

Public Contract Code § 20103.5:

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

Contractors' License Number: _____

License Expiration Date: _____

Authorized Signature: _____

Date: _____

STANDARD SPECIFICATIONS

CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE SPECIFICATION NO. CIP 21/22-05 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

0-1 STANDARD SPECIFICATIONS

Except as hereinafter amended, the provisions of the 2021 Edition of the “Green Book,” Standard Specifications for Public Works Construction (“SSPWC”), with the latest Supplements, prepared and promulgated by the Southern California Chapters of the American Public Works Association and the Associated General Contractors of America, and these modifications thereto are adopted as the “Standard Specifications” for the Agency. These Standard Specifications will be numbered as Sections 0 through 800 per the SSPWC.

0-2 NUMBERING OF SECTIONS

The numbering of sections and subsections in these amendments and modifications are compatible with the numbering of sections in the SSPWC.

0-3 AMENDMENTS AND MODIFICATIONS

The following sections of the SSPWC are amended as provided herein. In the event of any inconsistencies between the amendments outlined herein and the SSPWC, these amendments shall control.

1-2 TERMS AND DEFINITIONS

Agent—Shall include persons and companies, other than the Contractor, retained by the City to perform design and construction services in relation to the Work.

Acceptance—The Agency’s formal written acceptance of a project that has been completed in all respects in accordance with the plans and specifications and any modifications thereof.

City—The City of Los Alamitos, California, as the Agency and Owner.

City Council—City Council of the City of Los Alamitos, California.

Construction Manager—Persons and/or company retained by the City to perform construction management services.

Design Engineer—Persons and/or company retained by the City to perform engineering design services.

Due Notice—A written notification, provided in due time, of a proposed action, where the contract requires such notification within a specified time (usually 48 hours or two working days) prior to the commencement of the contemplated action.

Engineer—The City Engineer of the City of Los Alamitos, or his/her authorized representative.

Geotechnical Engineer—Person licensed to practice Soils Engineering or Geotechnical Engineering pursuant to the laws of the State of California and retained by the Agency during construction.

Prompt—The briefest interval of time required for a considered reply, including time required for approval by a governing body.

Standard Plans—“Standard Plans for Public Works Construction” - Latest edition of the Southern California Chapter of the American Public Works Association.

State Standard Specifications (“SSS”)—Standard Specifications prepared by the State of California, Business and Transportation Agency, Department of Transportation.

State Standard Plans (“SSP”)—Standard Plans prepared by State of California, Business and Transportation Agency, Department of Transportation.

Working Days—Any days, except: (1) Saturdays, Sundays, legal holidays on which Los Alamitos City Hall is closed for business; (2) days when work is suspended by the Engineer for reasons unrelated to the performance of the contractor, and provided in Subsections 6-3 and 6-3.1; and (3) days determined to be non-working in accordance with Section 6-3 “Time of Completion”.

1-3.3 INSTITUTIONS

AGCA	Associated General Contractors of America
ASME	American Society of Mechanical Engineers
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
NFPA	National Fire Protection Association
SSS	State of California Standard Specifications, latest edition, Department of Transportation
SSP	State of California Standard Plans, latest edition, Department of Transportation.
SSPWC	Standard Specifications for Public Works Construction, as specified in Subsection 0-1

1-6 BIDDING AND SUBMISSION OF THE BID

1-6.2 SUBCONTRACTOR LISTING

Subcontracting of more than one-half of one percent of the work for which no Subcontractor was designated in the original Bid will be allowed only in cases of public emergency or necessity and only after the Engineer makes a written finding of circumstances constituting public emergency or necessity.

The Contractor must obtain written consent of the City Council to substitute a Subcontractor designated in the original Bid, to permit any subcontract to be assigned or transferred, or to otherwise allow a subcontract to be performed by anyone other than the originally designated Subcontractor.

A violation of any of the above provisions will be considered a violation of the Contract, and the City may cancel the Contract and collect appropriate damages or assess the Contractor a penalty of not more than ten (10) percent of the subcontract involved.

If subcontracted work is not being performed in a satisfactory manner, the City will notify the Contractor of the need to take corrective action and the Engineer may report the facts to the City Council. Upon order by City Council and the Contractor's receipt of written instructions from the Engineer, the Subcontractor shall immediately be removed from the Work and may not again be employed on the Work.

1-7 AWARD AND EXECUTION OF THE CONTRACT

1-7.1 GENERAL

The City reserves the right to reject any or all proposals.

The Contract will be awarded, if at all, to the lowest responsible and responsive Bidder determined as provided on the Proposal Form, whose proposal complies with all the requirements prescribed. Such award, if made, will be made within the number of days stated in the proposal form. Refusal or failure to deliver the executed contract, bonds, or insurance in the form provided in the Contract and approved by the Agency's attorney within the time provided herein shall be cause, at the Agency's option, for the annulment of the award and forfeiture of the bid security. In such event, the Agency may successively award the Contract to the next lowest responsible and responsive Bidder until a properly executed Contract, bonds, and insurance is obtained, or it may at any time reject all remaining bids and proceed as provided by law. The refusal or failure of a successive lowest responsible and responsive Bidder to execute the Contract may, at the Agency's option, result in an annulment of the award to that Bidder and the forfeiture of that Bidder's bid security. The periods of time specified above within which the award of the Contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the Agency and the concerned Bidder.

The Agency reserves the right to waive any irregularities.

Within ten (10) calendar days after the date of the Notice of Award, the Contractor shall execute and return the following contract documents to the Agency:

Contract Agreement (in duplicate)
Faithful Performance Bond (in duplicate)
Maintenance Bond (in duplicate)
Payment Bond (in duplicate)
Public Liability and Property Damage Insurance Certificate (two original)
Additionally Insured Endorsement

Workers' Compensation Insurance Certificate (two original)

A corporation to which an award is made may be required, before the Contract agreement is executed by the Agency, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

1-7.2 CONTRACT BONDS

The PAYMENT BOND shall remain in force until thirty-five (35) days after the date of recordation of the Notice of Completion. The FAITHFUL PERFORMANCE BOND shall remain in force until the date of recordation of the Notice of Completion. The MAINTENANCE BOND shall remain in force until one (1) year after the date of recordation of the Notice of Completion.

All bonds must be accompanied by a Power of Attorney

SECTION 2 – SCOPE OF THE WORK

2-1 WORK TO BE DONE

Any plan or method of work suggested by the Agency or the Engineer to the Contractor but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Agency and the Engineer shall assume no responsibility therefore and in no way be held liable for any defects in the work which may result from or be caused by use of such plan or method of work.

The work includes, but is not necessarily limited to, the following items as shown on the plans and specified in these Special Provisions:

The City of Los Alamitos proposes to custom fabricate and install connector pipe screens (CPS) on each applicable catch basin city wide (Listed in Appendix B). A citywide assessment shall be completed to determine the feasibility of installation on each catch basin.

2-2 PERMITS

Prior to the start of any work, the Contractor shall apply for and receive any applicable City, County, State, and Federal permits.

2-3 RIGHT-OF-WAY

When the Contractor arranges for additional work areas and facilities temporarily required by him/her, he/she shall provide the Agency with proof that the additional work areas and/or facilities have been left in a condition satisfactory to the owner(s) of said work areas and/or facilities prior to acceptance of the work.

2-4 COOPERATION AND COLLATERAL WORK

Contractor shall coordinate his/her work so as to minimize disruption to ongoing or scheduled private development projects in the project area.

2-7 CHANGES INITIATED BY THE AGENCY

2-7.1 GENERAL

All final locations determined in the field, and any deviations from the Plans and Specification, shall be marked in red on the documents to show the as-built conditions. Contractor shall maintain a complete and accurate record of all changes of construction from that shown in these plans and specifications for the purpose of providing a basis for construction record drawings. No changes shall be made without prior written approval of the Engineer. Upon completion of the Project, Contractor shall deliver this record of all construction changes to the Engineer along with a letter which declares that other than these noted changes “the Project was constructed in conformance with the Contract Documents”. Final payment will not be made until this requirement is met.

As the figured dimensions shown on the drawings and in the specifications of the Contract may not in every case agree with scaled dimensions, the figured dimensions shall be followed in preference to the scaled dimensions, and drawings to a large scale shall be followed in preference to the drawings to a small scale. Should it appear that the work to be performed, or any related matter, are not sufficiently detailed or explained in the Contract documents, the Contractor shall apply to the Engineer for such further explanations as necessary, and shall conform to such further explanations provided by the Engineer as part of the Contract to the extent that it is consistent with the terms of the Contract.

Caution: The engineer preparing these plans will not be responsible or liable for unauthorized changes to or uses of these plans. All changes to the plans must be approved in writing by the Engineer.

SECTION 3 – CONTROL OF THE WORK

3-3 SUBCONTRACTORS

All persons engaged in the Work, including Subcontractors and their employees, will be considered employees of the Contractor. The Contractor will be held responsible for their work. The Agency will deal directly and solely with the Contractor and make all payments to the Contractor.

3-5 INSPECTION

The Agency shall inspect for compliance with requirements for 8-hour days and 40-hour weeks on normal working days. The Contractor shall reimburse the Agency, at rates established by the Agency, for any additional inspection, including inspection on legal holidays.

3-10 SURVEYING

3-10.1 GENERAL

The Contractor shall be responsible for all survey and layout of work.

The line and grades for construction will be parallel to and offset from the position of the work. From the established lines and grades, the Contractor shall extend the necessary lines and grades for construction of the work and shall be responsible for the correctness of same.

3-12 WORK SITE MAINTENANCE

3-12.1 General

3-12.1.1 WORK AREA APPEARANCE

The Contractor shall maintain a neat appearance to the Work.

All unsuitable construction materials and rubbish and debris shall be regularly removed from the job site, be transported to a suitable location, and be disposed of in a proper and legal manner.

In any area visible to the public, the following shall apply:

1. Broken concrete and debris developed during clearing and grubbing shall be disposed of weekly.
2. The Contractor shall furnish trash bins for all debris from structure construction. All debris shall be placed in trash bins daily.
3. Forms or false work that are to be re-used shall be neatly stacked concurrent with their removal.
4. Forms and false work that are not to be re-used shall be disposed of with their removal.
5. Wash down from concrete trucks shall be at one location. Concrete from wash down procedures shall be removed from the site weekly.

3-12.3 NOISE CONTROL

A noise level limit of 85 dba at a distance of fifty (50) feet shall apply to all construction equipment on or related to the job, whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases where required for the protection of personnel.

The Contractor shall arrange and maintain a secure storage site for all equipment and materials. All equipment and unused materials shall be returned to this site at the end of each work day.

3-12.6 WATER POLLUTION CONTROL

3-12.6.1 General

This item shall consist of preparation, implementation and compliance with a storm water pollution prevention plan (SWPPP) for the project, if applicable.

3-12.6.2 BEST MANAGEMENT PRACTICES (BMPs)

All storm water pollution prevention measures shall be in accordance with the submitted SWPPP. In the event circumstances during the course of construction require changes to the original SWPPP, a revised plan shall be promptly submitted to the Agency's representative in each instance. No responsibility shall accrue to the Agency as a result of the plan or as a result of knowledge of the plan. All work installed by the Contractor in connection with the SWPPP but not specified to become a permanent part of the project shall be removed and the site restored in so far as practical to its original condition prior to completion of construction or when directed by the Agency's representative.

3-12.6.3 Storm Water Pollution Prevention Plan (SWPPP)

Contractor shall submit to the engineer a completed and signed SWPPP at the preconstruction conference. The plan may utilize the practices recommended in the *California Storm Water Best Management Practices Handbook* dated January 2015, available from California Stormwater Quality Association (CSQA), and online at <http://www.cabmphandbooks.net/> . The plan shall be consistent with the construction General Permit, issued by the State Water Resources, Control Board, through submittal of the Notice of Intent (NOI).

If construction will occur between October 15 and April 15 (considered as the rainy season per the Agency's Ordinance), a wet weather erosion control plan must be submitted. Additionally, Best Management Practices (BMPs) implemented during the Agency's rainy season shall include but not be limited to those appropriate for wet weather conditions.

3-12.6.5 PAYMENT

Unless otherwise indicated in the Special Provision, measurement and payment for Storm Water Pollution Prevention Measures, as described herein, shall be included in the items of Work requiring storm water pollution prevention measures as indicated in the project Special Provisions. Such payment shall be considered full compensation for all labor, materials, tools, and equipment for completion, and implementation and compliance with the SWPPP.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY

3-13.3 WARRANTY

The Contractor shall warrant and guarantee the entire Work and all parts thereof, including that performed and constructed by subcontractors, and others employed directly or indirectly on the Work, against faulty or defective materials, equipment or workmanship for the maximum period provided by law. In addition thereto, for a period of one (1) year commencing on the date of acceptance of the Work, the Contractor shall, upon the receipt of notice in writing from the Agency, promptly make all repairs arising out of defective materials, workmanship or equipment and bear the cost thereof. The Agency is hereby authorized to make such repairs and the Contractor and Surety shall bear the cost thereof if, ten (10) days after the giving of such notice to the Contractor, the Contractor has failed to make or undertake with due diligence the repairs; provided, however, that, in the case of an emergency where, in the opinion of the Agency, delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor or Surety, and all expense in connection therewith shall be charged to the Contractor and Surety.

For the purpose of this article "Acceptance of the Work" shall mean the acceptance of the Work by the Agency in accordance with Subsection 3-13.2 but not for the purpose of extinguishing any covenant or agreement or agreement on the part of the Contractor to be performed or fulfilled under this Contract, which has not in fact been performed or fulfilled at the time of such acceptance all of such covenants and agreements, shall continue to be binding on the Contractor until they have been fulfilled.

The effective date of Acceptance of the Work and commencement of the Guarantee shall be the date of acceptance of the Notice of Completion by the City Council.

The product warranty of 10 years for the connector pipe screens installed in catch basins for the project listed in the bid schedule. The screens will be manufactured and installed in accordance with the product drawings and specifications and the contractor agrees to repair or replace any installed product that proves defective in its workmanship or material within one year of the project acceptance date. If an installed product proves defective within ten years, then the contractor agrees to provide replacement parts at no cost.

3-13.3.4 General Guaranty

The Contractor shall remedy any defects in the Work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the Work unless a longer period is specified. The Agency will give notice of observed defects with reasonable promptness.

SECTION 4 – CONTROL OF MATERIALS

4-1 GENERAL

The Contractor and all subcontractors, suppliers, and vendors, shall guarantee that the entire Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the Agency, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within one year after the date of recordation of the Notice of Completion. Within this one year period, the Contractor shall also restore to full compliance with the requirements of this Contract any portion of the Work which is found not to meet

those requirements. The Contractor shall defend, indemnify, and hold the Agency, its officers, agents, and employees harmless from claims of any kind due to injuries or damages arising, directly or indirectly, from said defects or noncompliance.

The Contractor shall make all repairs, replacements, and restorations within thirty-five (35) days after the date of the Engineers' written notice.

If, in the opinion of the Engineer, the defective work is not of sufficient magnitude or importance to make the work dangerous or undesirable, or if, in the opinion of the Engineer, the removal of such work is impractical or will create conditions which are dangerous or undesirable, the Agency shall have the right and authority to retain such work instead of requiring it to be removed and reconstructed, but will make such deductions thereof in the payments due or to become due to the Contractor as the Agency may deem just and reasonable.

4-4 TESTING

Except as elsewhere specified, the Agency will bear the cost of testing material and/or workmanship which meet or exceed the requirements indicated in the Standard Specifications and the Special Provisions. The Contractor shall bear the cost of all other tests, including the retesting of material or workmanship that fails to pass the first test.

4-6 TRADE NAMES

Approval of equipment and materials offered as equivalents to those specified must be obtained prior to the opening of bids as set forth in the Instructions to Bidders.

Along with information supplied by the Contractor regarding equivalency of the proposed item, the Contractor shall clearly identify all deviations from the specified item. Deviations discovered by the Engineer after acceptance of an "or equal" item which were not identified by the Contractor with his/her submittal shall be cause for rejection of the "or equal" item. Contractor shall be due no additional compensation in time or money for acceptance or rejection of a proposed "or equal" item and subsequent replacement with the item specified. Contractor shall pay cost to Agency for items requiring more than two submittals and analysis of any shop drawing which requires more than a general review of an "or equal" item.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR

5-3.1 General

The Contractor shall ensure unlimited access to the job site for all Equal Opportunity Compliance officers.

Every Contractor and Subcontractor shall keep an accurate record showing the name, occupation, and the actual per diem wages paid to each worker employed by him/her in connection with the public work. The record shall be kept open at all reasonable hours to the inspection of the body awarding the Contract and to the Division of Labor Law Enforcement.

5-3.4.1 OVERTIME AND SHIFT WORK

The Contractor may establish overtime and shift work as a regular procedure only with the written permission of the Engineer. Such permission may be revoked at any time. No work other than overtime and shift work established as a regular procedure shall be done between the hours of 4:00 p.m. and 7:30 a.m., nor on Saturdays, Sundays or legal holidays, except such work as is necessary for the proper care and protection of the work already performed or except in case of an emergency.

All costs for overtime inspection, except those occurring as a result of overtime and shift work established as a regular procedure, shall be paid by the Contractor. Overtime inspection shall include inspection required during holidays observed by the AGC and Trade Unions, Saturdays, Sundays, and any weekday between the hours of 4:00 p.m. and 7:30 a.m.. Such costs will include but will not necessarily be limited to engineering, inspection, general supervision and other overhead expenses that are directly chargeable to the overtime work. The Agency shall deduct all such charges from payments due the Contractor.

5-4.2 GENERAL LIABILITY INSURANCE

5-4.2.1 GENERAL. CONTRACTOR and AGENCY agree that Agency, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the Agency. CONTRACTOR acknowledges that AGENCY would not have entered into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect AGENCY as set forth here.

5-4.2.2 To the full extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless AGENCY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, actual attorneys fees incurred by AGENCY, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by the AGENCY.

5-4.2.3 Without affecting the rights of AGENCY under any provision of this agreement or this section, CONTRACTOR shall not be required to indemnify and hold harmless AGENCY as set forth above for liability attributable to the sole fault of AGENCY, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

This exception will apply only in instances where the AGENCY is shown to have been solely at fault and not in instances where CONTRACTOR is solely or partially at fault or in instances where AGENCY's fault accounts for only a percentage of the liability involved. In those instances, the obligation of CONTRACTOR will be all-inclusive and AGENCY will be indemnified for all liability incurred, even though a percentage of the liability is attributable to the conduct of the AGENCY.

5-4.2.4 CONTRACTOR acknowledges that its obligation pursuant to this section extends to liability attributable to AGENCY, if that liability is less than the sole fault of AGENCY. CONTRACTOR has no obligation under this Agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of AGENCY.

5-4.2.5 The obligations of CONTRACTOR under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to AGENCY, its employees, agents and officials.

5-4.2.6 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those as set forth here in this section from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance or subject matter of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required here, CONTRACTOR agrees to be fully responsible according to the terms of this section.

5-4.2.7 Failure of AGENCY to monitor compliance with these requirements imposes no additional obligations on AGENCY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend AGENCY as set forth herein is binding on the successors, assigns or heirs of CONTRACTOR and shall survive the termination of this Agreement or this section.

5-4.2.8 CONTRACTOR agrees to provide insurance in accordance with the requirements as set forth here. If CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. The following coverages will be provided by CONTRACTOR and maintained on behalf of AGENCY and in accordance with the requirements set forth herein.

5-4.2.9 Commercial General Liability/Umbrella Insurance. Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88. Total limits shall be not less than two million dollars (\$2,000,000.00) per occurrence for all coverages and two million dollars (\$2,000,000.00) general aggregate. AGENCY and its officers, agents and employees shall be named as additional insureds using ISO additional insureds endorsement form CG 20 10 11 85 (in no event will AGENCY accept an endorsement form with an edition date later than 1990). Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to AGENCY or any employee or agent of AGENCY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Umbrella Liability Insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum of \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion. Policies shall have concurrent starting and ending dates.

Each policy of insurance shall contain a clause prohibiting cancellation, modification or lapse without thirty (30) days prior written notice having been given to the City. All insurance policies shall be subject to approval by the City Attorney and certificates evidencing such policies shall be provided to the City concurrently with the filing of all required bonds.

5.4.2.10 Business Auto/Umbrella Liability Insurance. Primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto). Limits shall be no less than two million dollars (\$2,000,000.00) per accident. Starting and ending dates shall be concurrent. If

CONTRACTOR owns no autos, a non-owned auto endorsement to the General Liability policy drafted above is acceptable.

5-4.3 WORKERS' COMPENSATION INSURANCE

5-4.3.1 Workers' Compensation/Employers' Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employers' liability limits shall be no less than one million dollars per accident or disease. Employers' liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the AGENCY, its officers, agents or employees.

5-4.3.2 CONTRACTOR and AGENCY further agree as follows:

5-4.3.2.1 This Section supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

5-4.3.2.2 Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Section are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

5-4.3.2.3 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available, or applicable. Nothing contained in this Agreement or any other agreement relating to the AGENCY or its operations limits the application of each insurance coverage.

5-4.3.2.4 Requirements of specific coverage features or 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. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all-inclusive, or to the exclusion of other coverage, or a waiver of any type.

5-4.3.2.5 For purposes of insurance coverage only, this Agreement shall be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

5-4.3.2.6 All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit CONTRACTOR, and CONTRACTOR's agents, officers or employees from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against AGENCY.

5-4.3.2.7 Unless otherwise approved by AGENCY, CONTRACTOR's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A+VIII." Self-insurance will not be considered to comply with these insurance specifications.

5-4.3.2.8 In the event any policy of insurance required by this Agreement does not comply with these requirements or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONTRACTOR. Upon CONTRACTOR's failure to make such reimbursement within 30 days of written demand, AGENCY may deduct that sum from any monies due CONTRACTOR hereunder or otherwise.

5-4.3.2.9 CONTRACTOR agrees to provide evidence of the insurance required herein, satisfactory to AGENCY, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to CONTRACTOR's general liability and umbrella liability policy (if any) using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage. CONTRACTOR agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. CONTRACTOR agrees to provide complete copies of policies to AGENCY upon request.

5-4.3.2.10 CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof shall be furnished within 72 hours of the expiration of the coverages.

5-4.3.2.11 Any actual or alleged failure on the part of AGENCY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of AGENCY or any additional insured, in this or any other regard.

5-4.3.2.12 CONTRACTOR agrees to require all subcontractors or other parties hired for this project to provide general liability insurance naming as additional insureds all parties to this Agreement. CONTRACTOR agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. CONTRACTOR agrees to require that no contract used by any subcontractor, or contracts CONTRACTOR enters into on behalf of AGENCY, will reserve the right to charge back to AGENCY the cost of insurance required by this Agreement. CONTRACTOR agrees that upon request, all agreements with subcontractors or others with whom CONTRACTOR contracts on behalf of AGENCY will be submitted to AGENCY for review. Failure of AGENCY to request copies of such agreement will not impose any liability on AGENCY, its officers, agents, or employees.

5-4.3.2.13 If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operations are insureds.

5-4.3.2.14 CONTRACTOR agrees to provide immediate notice to AGENCY of any claim or loss against CONTRACTOR that includes AGENCY as a defendant. AGENCY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims.

5-7 SAFETY

At the pre-construction meeting, the Contractor shall submit his/her complete construction schedule to the Engineer for approval. The Contractor shall submit requests for changes in the schedule to the Engineer for approval at least forty eight (48) hours prior to the scheduled Work.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

Prior to issuing the Notice to Proceed, the Engineer will schedule and conduct a pre-construction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures.

6-2 PROSECUTION OF THE WORK

Should the Contractor fail to take the necessary steps to fully accomplish said purposes, after orders of the Engineer to do so, the Agency may suspend the work in whole or in part, until the Contractor takes said steps at no cost to the Agency.

The Contractor shall submit monthly progress reports to the Engineer by the tenth day of each month. The report shall include an updated construction schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-3 TIME OF COMPLETION

6-3.3 WORKING DAY

The Contractor's activities shall be confined to the hours between 7:30 a.m. and 4:00 p.m. Monday through Friday. In addition, the Contractor shall not perform any Work on Saturday, Sunday, or on Agency-designated holidays. Agency-designated holidays are listed in **TABLE 1 – AGENCY-DESIGNATED HOLIDAYS** below. Deviation from these hours will be permitted upon approval of the Engineer, except in emergencies involving immediate hazard to persons or property.

Deviations from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. Service fees will be calculated at overtime rates including benefits, overhead, and travel time; and will be deducted from the amounts due the Contractor.

Failure of the Contractor to adhere to working day requirements will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each OCCURRENCE of a working day or hours violation, as provided herein, the Contractor shall pay to the Agency, or have withheld from monies due to it, the sum of \$1,000.00.

TABLE 1 – AGENCY-DESIGNATED HOLIDAYS

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve

Christmas Day

EXECUTION OF THE CONTRACT SHALL CONSTITUTE AGREEMENT BY THE AGENCY AND CONTRACTOR THAT \$1,000 PER VIOLATION IS THE MINIMUM VALUE OF THE COST AND ACTUAL DAMAGED CAUSED BY FAILURE OF THE CONTRACTOR TO LIMIT PERFORMANCE OF THE WORK BETWEEN THE ALLOTTED TIMES, THAT SUCH SUM SHALL NOT BE CONSTRUED AS A PENALTY, AND THAT SUCH SUM MAY BE DEDUCTED FROM PAYMENTS DUE THE CONTRACTOR IF SUCH DELAY OCCURS.

6-4 DELAYS AND EXTENSION OF TIME

6-4.1 GENERAL

6-4.1.1 Notice of Delays

Whenever the Contractor foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which the Contractor regards as unavoidable, he/she shall notify the Engineer in writing of the probability of the occurrence of such delay and its cause so that the Engineer may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if prevention is not possible, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent it will delay the prosecution and completion of the work. It will be concluded that any and all delays which have occurred in the prosecution and completion of the work have been avoidable delays, except such delays as shall have been called to the attention of the Engineer at the time of their occurrence and found by him/her to have been unavoidable. The Contractor shall make no claims for any delay not called to the attention of the Engineer at the time of its occurrence as an unavoidable delay.

6-4.1.2 Avoidable Delays

Avoidable delays in the prosecution or completion of the work shall include all delays which in the opinion of the Engineer would have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor of his/her subcontractors. The following shall be considered avoidable delays within the meaning of the contract: 1) Delays in the prosecution of parts of the work which may in themselves be unavoidable but do not necessarily prevent or delay the prosecution of other parts of the work or the completion of the whole work within the time herein specified; 2) Reasonable loss of time resulting from the necessity of submitting samples of materials and drawings to the Engineer for approval and from performing tests of materials, measurements, and inspections; 3) Reasonable interference of other contractors employed by the Agency and/or other contractors working in the area which do not necessarily prevent the completion of the whole work within the time agreed upon; 4) Delays resulting from inaccurate or incomplete shop drawing submittals; and 5) Interference of other contractors performing concurrent work.

6-4.1.3 Extension of Time

In case the work is not completed in the time specified, including such extensions of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for delay in accordance with Paragraph 6-9. The Agency, however, shall have the right to grant an extension of time for avoidable delay if it is deemed in his/her best interest to do so. During such extension of time, the Contractor will be charged for engineering and inspection services and other costs as provided in Paragraph 6-4.2.1 but will not be assessed damages pursuant to Paragraph 6-9.

6-4.2 EXTENSIONS OF TIME

6-4.2.1 Compensation to Agency for Extension of Time

Compensation for extension of time for avoidable delay granted pursuant to Paragraph 6-4.1.3 shall be the actual cost to the Agency for engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the work and which accrue during the period of such extension, except that the cost of final inspection and preparation of the final estimate shall not be included.

6-4.4 WRITTEN NOTICE AND REPORT

Requests for an extension of time must be delivered to the Agency within ten (10) consecutive calendar days following the date of the occurrence that caused the delay. The request must be submitted in writing and must state the cause of the delay, the date of the occurrence causing the delay, and the amount of additional time requested. This shall be included as part of a revised construction schedule required in Section 6-1. Requests for extensions of time shall be supported by all evidence reasonably available or known to the Contractor, which would support the extension of time requested. Requests for extensions of time, which are not received within the time specified above, shall result in the forfeiture of the Contractor's right to receive any extension of time requested.

If the Contractor is requesting an extension of time because of weather, he/she shall supply daily written reports to the Agency's representative describing such weather, and the work that could not be performed that day because of such weather or conditions resulting therefrom and that he/she otherwise would have performed.

6-9 LIQUIDATED DAMAGES

6-9 FORFEITURE DUE TO DELAY

The Contractor shall complete all or any designated portion of the Work called for under the Contract within the time set forth in Part C (Proposal) of these Specifications.

In accordance with Government Code 53069.85, and all other applicable law, the Contractor agrees to forfeit and pay the Agency the amount of Five Hundred Dollars (\$500.00) per day for each and every day of unauthorized delay beyond the completion date, which shall be deducted from any monies due the Contractor. This payment shall be considered liquidated damages. Contractor agrees that such liquidated damages are reasonable under the circumstances existing at the time of execution of the contract, that such liquidated damages are to compensate Agency for losses that are difficult to measure and that such damages are not a penalty.

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute a material breach of this Contract entitling the Agency to terminate the Contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in Section 6-4.

Failure of the Agency to insist upon the performance of any covenant or conditions within the time period specified in the Contract Documents shall not constitute a waiver of the Contractor's duty to complete performance within the designated periods unless the Agency has executed a waiver in writing.

The Agency's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provision contained in the Contract Documents.

Failure of the Contractor to complete performance promptly within the additional time authorized in a waiver or extension of time agreement shall constitute a material breach of this Contract entitling the Agency to terminate this agreement.

The Contractor shall not be deemed in breach of this Contract and no forfeiture due to delay shall be made because of any delays in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor provided the Contractor requests an extension of time in accordance with the procedures set forth in Section 6-4. Unforeseeable causes of delay beyond the control of the Contractor shall include acts of God, acts of a public enemy, acts of the government, acts of the Agency, or acts of another contractor in the performance of a contract with the Agency, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of subcontractors due to such causes, or delays caused by failure of the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or neglect of Contractor or his/her agents, servants, employees, officers, subcontractors, directors, or of any party contracting to perform part of all of the Work or to supply any equipment or materials shall not be excusable delays. Excusable delays (those beyond the Contractor's control) shall not entitle the Contractor to any additional compensation. The sole recourse of the Contractor shall be to seek an extension of time.

6-10 DISPUTES AND CLAIMS

6-10.1 GENERAL

Any and all decisions made on appeal pursuant to this Subsection 6-10 shall be in writing. Any "decision" purportedly made pursuant to this Subsection 6-10 that is not in writing shall not be binding upon the Agency and should not be relied upon by the Contractor.

Nothing in this subsection shall be considered as relieving the Contractor from his/her duty to file the notice required under Subsection 6-11 or other duties required by the Contract Documents.

6-10.2 ADMINISTRATIVE REVIEW

Request for review made to the Construction Inspector or Project Engineer may be either oral or written. Request for review made to the City Engineer shall be made in writing with supporting evidence attached.

The Contractor shall submit each request for review within twenty-one (21) calendar days of receipt of the decision that he/she is requesting.

Prior to demand for arbitration, the Contractor shall exhaust his/her administrative remedies by attempting to resolve his/her dispute or claim with Agency's staff in the following sequence:

1. Project Engineer
2. City Engineer

Should the Project Engineer fail to address the Contractor's request for review of a disputed decision within fourteen (14) calendar days after receiving such request, the Contractor may proceed directly to the City Engineer. At the option of the Agency, the person to whom the request for review is directed may elect to take such request to a higher level and the Contractor's request shall be deemed to be properly submitted to such higher level.

The City Engineer shall address disputes or claims within twenty eight (28) calendar days after receiving such request and all necessary supporting data. The City Engineer's decision on the dispute or claim shall be the Agency's final decision.

6-10.3 ARBITRATION

Claims and disputes arising under or related to the performance of the contract shall be resolved in arbitration unless the Agency and the Contractor agree in writing, after the claim or dispute has arisen, to waive arbitration and to have the claim or dispute litigated in court of competent jurisdiction. Arbitration shall be conducted, to the extent feasible, pursuant to Chapter 3 (Sections 301-393, inclusive) of Division 2 of Title 1 of the California Code of Regulations except that references therein to the "State Contract Act" shall be construed to mean "applicable law" and "Public Agency", or "Department" shall be construed to mean "Agency" as defined in Subsection 1.2. The arbitration decision shall be decided under and in accordance with California law, supported by substantial evidence, and in writing, contain the basis for the decision, findings of fact, and conclusions of law.

Arbitration shall be initiated by a Demand for Arbitration. The Contractor shall request a Demand for Arbitration not later than one hundred eighty (180) calendar days after the date of the final written decision of the Agency on the claim or dispute.

All contracts valued at more than \$15,000 between the Contractor and his/her Subcontractors and Suppliers shall include a provision that the Subcontractors and Suppliers shall be bound to the Contractor to the same extent that the Contractor is bound to the Agency by all terms and provisions of the Contract, including these arbitration provisions.

6-11 NOTICE OF POTENTIAL CLAIM

The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the Engineer, or the happening of any event, thing or occurrence, unless the Contractor shall have given the Engineer due notice in writing, of the potential claim as hereinafter specified, provided, however, that compliance with this Subsection 6-11 shall not be a prerequisite as to any claim that is based on differences in measurements or errors of computation as to the Contract quantities.

Additionally, this Subsection 6-11 shall not supersede the specific notice and protest requirements of Subsection 2-9 "Changed Conditions" and Subsection 6-3.2 "Contract Time Accounting" respectively.

A written notice of potential claim shall set forth the reasons the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. A notice as above required must have been given to the Engineer prior to the time that the Contractor shall have performed the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within fifteen (15) days after the happening of the event, thing or occurrence giving rise to the potential claim.

It is the intention of this Subsection 6-11 that differences between the parties arising under and by the virtue of the Contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he/she shall have no right to additional compensation for any claim that may be based

on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

SECTION 7 – MEASUREMENT AND PAYMENT

7-3 PAYMENT

7-3.2 PARTIAL AND FINAL PAYMENT

The closure date for period progress payments will be the twenty-fifth day of each month. Authorization to pay is commonly received on the second Wednesday of the following month. The Agency requires four to six weeks to review all progress payments, issue payment checks, present progress payment to Council for approval, and release payment to contractor. However, payments will be withheld pending receipt of any outstanding reports required by the Contract Documents. In addition, the final progress payment will not be released until the Contractor returns the control set of plans and specifications showing the as-built conditions.

The full five (5) percent retention will be deducted from all payments. The final retention will be authorized for payment thirty five (35) days after the date of recordation of the Notice of Completion.

The Contractor may substitute securities for any monies withheld by the Agency to ensure performance under the Contract as provided in Public Contract Code Sections 10263 and 22300.

7-3.3 DELIVERED MATERIALS

Materials and equipment delivered but not incorporated into the Work will not be included in the estimate for progress payment.

7-3.4 Mobilization

Mobilization and demobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials, and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance, and financing prior to beginning work on the various contract items on the project site. Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, and all other related work as required at all times and for all non-working days during the construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials.

Contractor shall provide traffic control per California Temporary Traffic Control Handbook. Contractor must maintain access for visitors to the properties. One driveway must always remain open and accessible. The cost for traffic control shall be paid per a separate lump sum bid item.

Payment for Mobilization shall be included in the other items of work and shall be considered full compensation and include but not be limited to, obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility companies, private and public agencies and the City of Los Alamitos; and complying with the requirements specified in those licenses and permits; coordination, field office facility, implementation of Best Management Practices, and incidentals necessary to perform all related items of work.

CITY OF LOS ALAMITOS
ARTERIAL OVERHEAD STREET NAME SIGN REPLACEMENT
SPECIFICATION NO. CIP 21/22-01

BID OPENING: SEPTEMBER 1, 2021 AT 11AM

Attachment 2

ITEM NO.	DESCRIPTION	QTY.	UNITS	YUNEX TRAFFIC		BELCO ELECNOR GROUP		PTM GNEERAL ENGINEERING SERVICES, INC.		CROSSTOWN ELECTRICAL & DATA, INC.		CALPROMAX ENGINEERING, INC.	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Remove and replace existing overhead street name sign with new non-illuminated retro-reflective street name sign per plan	33	EA	930.00	\$30,690.00	1,020.00	\$33,660.00	1151.00	\$37,983.00	1,235.00	\$40,755.00	1,295.00	\$42,735.00
2	Remove Existing Overhead Street Name Sign and Replace with City Furnished Non-Illuminated Retro-Reflective Street Name Sign per Plan	2	EA	225.00	\$450.00	230.00	\$460.00	453.00	\$906.00	507.00	\$1,014.00	500.00	\$1,000.00
TOTAL					\$31,140.00		\$34,120.00		\$38,889.00		\$41,769.00		\$43,735.00

SCHEDULE A	TOTAL	\$31,140.00	\$34,120.00	\$38,889.00	\$41,769.00	\$43,735.00
PROJECT TOTAL		\$31,140.00	\$34,120.00	\$38,889.00	\$41,769.00	\$43,735.00

**CITY OF LOS ALAMITOS
CATCH BASIN CPS (CONNECTOR PIPE SCREENS)
CIP 21/22-05**

BID OPENING: MARCH 30, 2022 AT 2PM

ITEM NO.	DESCRIPTION	QTY.	UNITS	UNITED STORM WATER, INC.		G2 CONSTRUCTION, INC.		DOWNSTREAM	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Install CPS Unit on Existing Catch Basin (W of Less Than 7 Feet).	44	EA	758.44	\$33,371.36	1,303.00	\$57,332.00	1321.00	\$58,124.00
2	Install CPS Unit on Existing Catch Basin (W of Greater than or Equal to 7 Feet).	78	EA	758.44	\$59,158.32	1,470.00	\$114,660.00	1500.00	\$117,000.00
TOTAL					\$92,529.68		\$171,992.00		\$175,124.00

SCHEDULE A	TOTAL	\$92,529.68	\$171,992.00	\$175,124.00
PROJECT TOTAL		\$92,529.68	\$171,992.00	\$175,124.00

BID SUBMITTAL

**CATCH BASIN CPS (CONNECTOR PIPE SCREENS) PROJECT
CITYWIDE SPECIFICATION NO. CIP 21/22-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

**City of Los Alamitos
City Clerk's Office
3191 Katella Avenue
Los Alamitos, CA 90720**

Submitted by



14000 E. Valley Blvd.
City of Industry, CA 91746

Ramon Menjivar
Sales Manager
626/ 961-9326 Office
626/ 434-6994 Fax
626/ 890-7104 Cell

ramonm@unitedstormwater.com

Due Date: March 30, 2022 @ 2:00 pm

BID PROPOSAL

**CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE
SPECIFICATION NO. CIP 21/22-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

The undersigned, as bidder, declares that he/she has examined all of the contract documents and specifications contained in this project manual for the above referenced project, and that he/she will contract with the Agency on the form of contract provided herewith to do everything necessary for the fulfillment of this contract at the price, and on the terms and conditions therein contained.

The following are included and are to be considered as forming a part of this proposal: **BID PROPOSAL, BID SCHEDULE, BID BOND, NONCOLLUSION AFFIDAVIT, BID GUARANTEE** (if submitted in lieu of Bid Bond), **BIDDER INFORMATION, EXPERIENCE STATEMENT, DESIGNATION OF SUPPLIERS & SUBCONTRACTORS, BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE, and STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS.**

Contractor acknowledges receipt and inclusion of addenda 1 to 2 into this bid proposal and the contract documents.

Attached is a Bid Bond duly completed by a guarantee company authorized to carry on business in the State of California in the amount of at least 10% of the total amount of this proposal, or alternatively, there is attached a certified or cashier's check payable to the Agency or evidence of a cash payment to the Agency, in the amount of at least 10% of the total amount of our proposal.

If this proposal is accepted, we agree to sign the contract form and to furnish the Performance Bond and the Payment Bond (each to be 100% of the bid amount), the Maintenance Bond (to be 50% of the bid amount), and the required evidences of insurance within ten (10) calendar days after receiving written Notice of Award of Contract.

We further agree if our proposal is accepted and a contract for the performance of the work is entered into with the Agency, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time stipulated in **SECTION E - TIME OF COMPLETION.**

NAME OF BIDDER: United Storm Water, Inc.

MAILING ADDRESS: 14000 E. Valley Blvd., Industry, CA 91746

STATE OF INCORPORATION: California

AUTHORIZED SIGNATURE: 

TITLE: President

DATE: 3/28/22

(If Company is a Corporation, provide corporate resolution per **B 1.06 PROPOSAL.**)

BID SCHEDULE

**CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE
SPECIFICATION NO. CIP 21/22-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

The cost of all labor, services, material, equipment and installation necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the unit price for the various items shown herein. For a description of the work associated with each bid item, see **SECTION E-SPECIAL PROVISIONS**. The Agency reserves the right to increase or decrease the quantity of any item or omit items as may be necessary, and the same shall in no way affect or void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price in accordance with these Contract Documents.

The Agency reserves the right to reject any and all bids, to waive any informality in a bid, and to make awards in the interest of the Agency.

The Contractor shall perform an independent take-off of the plans and bid accordingly. Quantities listed in this Bid Schedule are intended only as a guide for the Contractor as to the anticipated order of magnitude of work. The Contractor shall be responsible for verifying all estimated quantities. The Contractor will be reimbursed for the quantity of items actually installed as required by the Contract Documents, including addenda, and shown on the plans to neat line and grade.

The Contractor will not be reimbursed for work performed for his convenience, or as required to adapt to field conditions, or for unauthorized work performed outside of that required by the Contract Documents.

The Contractor shall be responsible for calculating and providing totals for the bid schedule. The proposal schedule shall include all costs for labor, services, material, equipment, and installation associated with completing the work in place per the plans, specifications and details.

NAME OF BIDDER: United Storm Water, Inc.
CONTRACTOR'S LICENSE NO.: 768583
AUTHORIZED SIGNATURE: 
TITLE: President
DATE: 3/28/22

BID SCHEDULE (Continued)

**CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE
SPECIFICATION NO. CIP 21/22-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

BID SCHEDULE					
No.	Item Description	Estimated Quantity	Unit	Unit Price	Item Amount
1	Install CPS Unit on Existing Catch Basin. Model No. 62CPSHD-S or Approved Equal: Install CPS Unit on Existing Catch Basin (W of Less Than 7 Feet).	44	EA	\$758.44	\$33,371.36
2	Install CPS Unit on Existing Catch Basin. Model No. 62CPSHD-L or Approved Equal: Install CPS Unit on Existing Catch Basin (W of Greater Than or Equal to 7 Feet).	78	EA	\$758.44	\$59,158.32
Total					\$92,529.68

Bid Schedule Total \$ 92,529.68

Bid Schedule Total (in words): ninety-two thousand five hundred twenty-nine dollars and sixty-eight cents

The Contractor shall be responsible for calculating and providing unit prices for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and installation associated with completing the work in place per the plans, specifications and details.

The City has the option to reject all bids with or without cause. The City also has the option to remove bid items at its discretion. If the City chooses to remove bid items, no bid price adjustment will be allowed.

For the purposes of determining the lowest responsible bidder, the Bid Schedule A Total shall be considered.

United Storm Water, Inc.
(Company Name of Bidder)

3/30/2022
(Date)

BID BOND

**- CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE
SPECIFICATION NO. CIP 21/22-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

KNOW ALL MEN BY THESE PRESENTS that Bidder United Storm Water, Inc., as PRINCIPAL, and Arch Insurance Company, as SURETY, are held and firmly bound unto the City of Los Alamitos as AGENCY, in the penal sum of Ten Percent of the Amount Bid dollars (\$10%), which is ten percent (10%) of the total amount bid by PRINCIPAL to AGENCY for the above stated project, for the payment of which sum, PRINCIPAL and SURETY agree to be bound, jointly and severally, firmly by these presents.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and its BOND shall be in no way impaired or affected by any extension of the time within which the AGENCY may accept such Bid; and said SURETY does hereby waive notice of any such extension.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas PRINCIPAL is about to submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by PRINCIPAL in the manner and time specified, and PRINCIPAL provides the required payment and performance bonds and insurance coverages to AGENCY, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 24th day of March, 2022.

PRINCIPAL*

United Storm Water, Inc.

14000 E. Valley Blvd., City Of Industry, CA 91746, (626) 961-9326

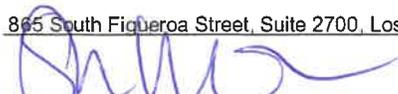


Robert Pina, Secretary/Treasurer

SURETY*

Arch Insurance Company

865 South Figueroa Street, Suite 2700, Los Angeles, CA 90017, (213) 283-3517



Shaurna Rozelle Ostrom, Attorney-in-Fact, 1411 N. Batavia St., Suite 201, Orange, CA 92867, (714) 516-1232

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

Subscribed and sworn to this day of....., 2022.

NOTARY PUBLIC _____

(SEAL)

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 Los Angeles)

On March 29, 2022 before me, Lillian Valdivieso, Notary Public
(insert name and title of the officer)

personally appeared Robert Pina,
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 *Lillian Valdivieso* (Seal)



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 03/24/2022 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Shaunna Rozelle Ostrom,
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 Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Ben Stong, Michael D. Stong and R. Nappi of Riverside, CA (EACH) and Shaunna Rozelle Ostrom of Orange, CA (EACH)

Arturo Ayala, Daniel Huckabay, Dwight Reilly, Frank Morones

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

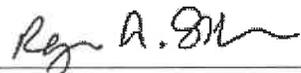
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 10, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 9th day of February, 2022.

Attested and Certified



Regan A. Shulman, Secretary

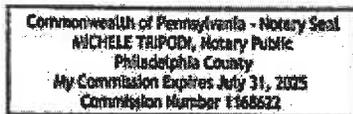


Arch Insurance Company


Stephen C. Ruschak, Executive Vice President

**STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS**

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



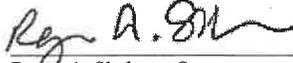


Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated February 9, 2022** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 24th day of March, 2022.



Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

**Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102**



**To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.**

BID GUARANTEE

**CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE
SPECIFICATION NO. CIP 21/22-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

Note: The following statement shall be used if other than a bid surety bond accompanies bid.

“Accompanying this proposal is a money order*, certified check*, cashier’s check*, cash*, payable to the order of the City of Los Alamitos in the amount of _____ Dollars (\$) which is at least ten percent (10%) of the total amount of this bid. The proceeds of this bid guarantee shall become the property of the City of Los Alamitos provided this bid is accepted by said City, through action of its legally constituted contracting authorities, and the undersigned fails to execute a contract and furnish the required bonds and insurance within the stipulated time. Otherwise, the proceeds of this bid guarantee shall be returned to the undersigned.”

NAME OF BIDDER:

MAILING ADDRESS:

AUTHORIZED SIGNATURE:

TITLE:

DATE:

(*Delete the inapplicable words)

BIDDER INFORMATION

**CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE
SPECIFICATION NO. CIP 21/22-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

BIDDER certifies that the following information is true and correct:

Name of Bidder: United Storm Water, Inc.

Business Address: 14000 E. Valley Blvd.

Telephone: 626/961-9326 FAX: 626/434-6285

E-mail: lydia@unitedstormwater.com

Contractor's License No.: 768583 Date License Issued: 9/14/1999

License Expiration Date: 9/30/2023

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal: (Name / Title / Address / Telephone)

Eduardo Perry Jr., President; 14000 E. Valley Blvd., Industry, CA 91746; 626/961-9326

Daniel C. Perry, Vice President; 14000 E. Valley Blvd., Industry, CA 91746; 626/961-9326

Robert Piña, Secretary/Treasurer; 14000 E. Valley Blvd., Industry, CA 91746; 626/961-9326

Any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows: (Type of Judgment / Date)

N/A

All current and prior DBA's, aliases, and/or fictitious business names for any principal having an interest in this proposal are as follows: (Principal / DBA's / Applicable Dates)

N/A

Prior Disqualification

Has your firm ever been disqualified from performing work for any City, County, Public or Private Contracting entity? Yes / No No. If yes, provide the following information. (If more than once, use separate sheets):

Date:..... Entity:

Location:

Reason:.....

Provide Status and any Supplemental Statement:.....

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

Has your firm been reinstated by this entity? Yes / No

Violations of Federal or State Law

A. Has your firm or its officers been assessed any penalties by any agency for noncompliance, violations of Federal or State labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes / No: No Federal / State:

If "yes", identify and describe, (including status):.....
.....
.....
.....

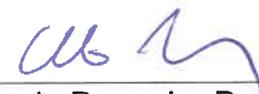
Have the penalties been paid? Yes / No: _____

B. Does your firm or its officers have any ongoing investigations by any AGENCY regarding violations of the State Labor Code, California Business and Professions Code or State Licensing laws?

Yes / No: **No** Codes / Laws:..... Section / Article:.....

If "yes", identify and describe (including status):.....
.....
.....

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **BIDDER INFORMATION** are true and correct. Executed this 3/28/22 day of _____, 2022, at City of Industry, California.

Authorized Representative Signature and Title  _____
Eduardo Perry Jr., President

EXPERIENCE STATEMENT

**CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE
SPECIFICATION NO. CIP 21/22-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

Pursuant to this **BID PROPOSAL** and **QUALIFICATION OF BIDDERS**, the following is a record of the Bidder's experience in construction of a type similar in magnitude and character to that contemplated under this contract. Included in this section should be a complete list of references for similar projects in terms of scope of work, value of work, and time constraints. The Contractor must demonstrate that he/she has experience with this type of project and can manage this project effectively. If necessary, additional numbered pages can be attached to this page. The Contractor must be properly licensed to perform the work in this project as determined by the State Contractor's License Board.

Project Title: Catch Basin Screen Installation Project Client: City of Tustin

Date: 2021 Project Value: \$200,000 Contact: Alex Waite Tel # 714/573-3151

Description: Fabrication and Installation of Connector Pipe Screens and Automatic Retractable Screens Throughout the City of Tustin

Subject to Federal Labor Standards:

Yes No

Project Title: Catch Basin Screen Installation Project Client: City of Westminster

Date: 2020 Project Value: \$168,000 Contact: Daniel Hsieh Tel # 714/895-2876

Description: Fabrication and Installation of Connector Pipe Screens and Automatic Retractable Screens Throughout the City of Westminster

Subject to Federal Labor Standards:

Yes No

EXPERIENCE STATEMENT (Continued)

CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE
SPECIFICATION NO. CIP 21/22-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

Project Title: Connector Pipe Screen Installation Client: City of Irvine
21-3045
Date: 2021 Project Value: \$108,000 Contact: Vien Nguyen Tel # 949/724-7687
Description: Fabrication and Installation of Connector Pipe Screens Throughout
the City of Irvine.

Subject to Federal Labor Standards: Yes No

Project Title: Connector Pipe Screen Installation Client: City of Costa Mesa
Phase 3 No. 20-23
Date: 2021 Project Value: \$186,385 Contact: Kelly Dalton Tel # 714/754-5275
Description: Fabrication and Installation of Connector Pipe Screens throughout
City of Costa Mesa

Subject to Federal Labor Standards: Yes No

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this EXPERIENCE STATEMENT are true and correct. Executed this 28th day of March, 2022, at City of Industry, California.


Authorized Representative Signature and Title Eduardo Perry Jr., President

DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

**CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE
SPECIFICATION NO. CIP 21/22-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

The following is a list of subcontractors and suppliers, as defined in 2-3 SUBCONTRACTS of the Standard Specifications, who will perform work or provide materials of value in excess of one-half percent of the total bid price or \$10,000, whichever is greater.

No subcontractor shall perform work in excess of the amount specified in 2-3 SUBCONTRACTS of the Standard Specifications, without the written approval of the Agency.

The Contractor is responsible to ensure that appropriate provisions are to be inserted in all subcontracts to bind subcontractors to the contract requirements as contained herein.

Each subcontractor must agree to comply with all applicable Federal, State, and local requirements.

Name and Address of Subcontractor	Employer Tax Id #	MBE/ WBE (Y/N)	Work Subcontracted	Portion of Work (% of Contract Price)
No subcontractors				

Name and Address of Subcontractor	Employer Tax Id #	MBE/ WBE (Y/N)	Work Subcontracted	Portion of Work (% of Contract Price)

These representations are made under the penalty of perjury under the laws of the State of California. The undersigned hereby certifies that each subcontractor has been notified in writing of its equal opportunity obligations.

NAME OF BIDDER: United Storm Water, Inc.

AUTHORIZED SIGNATURE: 

Date: 3/28/22

NON-COLLUSION AFFIDAVIT

The undersigned declares:

I am the President of United Storm Water, Inc., 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 3/28/22 [date], at Industry [city], California [state].



Signature of Declarant

Eduardo Perry Jr.

Printed Name of Declarant

STATEMENT REGARDING INSURANCE COVERAGE

**CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE
SPECIFICATION NO. CIP 21/22-05
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 5.4 **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: United Storm Water, Inc.

MAILING ADDRESS: 14000 E. Valley Blvd.

Industry, CA 91746

AUTHORIZED SIGNATURE: 

TITLE: President

DATE: 3/28/22

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS

CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE
SPECIFICATION NO. CIP 21/22-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

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

Business & Professions Code § 7028.15:

- a) **It is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a contractor within this state without having a license therefor, except in any of the following cases:**

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

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

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

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

- c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.
- d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, as contractor who is not licensed pursuant to this chapter is void.**
- f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.

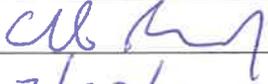
- g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

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

Contractors License Number: 768583

License Expiration Date: 9/30/2023

Authorized Signature: 

Date: 3/28/22



ADDENDUM NUMBER 1

**CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE, CIP
21/22-05**

To all bidders under specifications for Request for Bids for the Construction of **CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE, CIP 21/22-05** which are to be received by the City of Los Alamitos, until 11:00 A.M. on Wednesday, March 30, 2022:

The intent of this Addendum No. 1 is to revise the contract documents with the attached Addendum 1.

Attached are the revised Special Provisions and bid schedule for the project. Below is a summary of changes.

Specifications

Bid Schedule:

- Descriptions of Bid Items were revised.

Section 304

- Section 304-6 was revised. Appendix C to be omitted.

Section 600

- Section 600-1 was revised.

Date: March 24, 2022

BY ORDER OF THE CITY OF LOS ALAMITOS

By

Chris C. Kelley, P.E.
City Engineer
City of Los Alamitos

BID SCHEDULE (Continued)

**CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE
SPECIFICATION NO. CIP 21/22-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

BID SCHEDULE					
No.	Item Description	Estimated Quantity	Unit	Unit Price	Item Amount
1	Install CPS Unit on Existing Catch Basin. Model No. 62CPSHD-S or Approved Equal. Install CPS Unit on Existing Catch Basin (W of Less Than 7 Feet).	44	EA	\$	\$
2	Install CPS Unit on Existing Catch Basin. Model No. 62CPSHD-L or Approved Equal. Install CPS Unit on Existing Catch Basin (W of Greater Than or Equal to 7 Feet).	78	EA	\$	\$
Total					

Bid Schedule Total \$ _____

Bid Schedule Total (in words): _____

The Contractor shall be responsible for calculating and providing unit prices for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and installation associated with completing the work in place per the plans, specifications and details.

The City has the option to reject all bids with or without cause. The City also has the option to remove bid items at its discretion. If the City chooses to remove bid items, no bid price adjustment will be allowed.

For the purposes of determining the lowest responsible bidder, the Bid Schedule A Total shall be considered.

United Storm Water, Inc.
(Company Name of Bidder)

(Date)

**SPECIAL PROVISIONS
CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE
SPECIFICATION NO. CIP 21/22-XX-05
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

SECTION 304 - METAL FABRICATION AND CONSTRUCTION

Add the Following Subsection:

304-6 Connector Pipe Screens

304-6.1 General

Connector Pipe Screens are to meet all requirements as outlined in Appendix A.

Proposed Connector Pipe Screens must be on the State Water Board Certified Trash Full Capture Systems List of Trash Treatment Control Devices.

~~CPS Screens are to be installed per manufacturer specifications shown in Appendix C. Any substitutions shall need to be approved by engineer.~~

304-6.2 Payment

Payment for **Install Connector Pipe Screen (CPS) on Existing Catch Basin** (~~Model per Bid Schedule~~) shall be paid for at the contract unit price per **Each (EA)** and shall include full compensation for, but not limited to, furnishing all labor, materials, equipment, excavation, field survey, feasibility assessment, custom fabrications, tools, drilling, saw cutting, hauling, disposal, and incidentals required to complete all work in place and no additional compensation will be allowed therefor.

PART 6 – TEMPORARY TRAFFIC CONTROL

600 ACCESS

600-1 General

Add the following:

~~The Contractor will be required to maintain at least one lane of traffic in each direction through the project area at all times. in a manner satisfactory to the Engineer in the form of an engineered traffic control plan. The engineered traffic control plans must be signed by a California registered civil and/or traffic engineer. The plan is a required submittal for review at the pre-construction meeting.~~

~~All traffic control on the project shall be implemented by a sub-contractor who specializes in Traffic Control and is approved by the City Engineer.~~

The Contractor shall provide traffic control and access in accordance with City standards, latest edition of the California Manual on Uniform Traffic Control Devices (CA MUTCD), and these special provisions. The Contractor shall submit a traffic control plan, not less than fifteen (15) working days prior to start of Construction operations, to the City for review and approval. Contractor shall submit a typical traffic control plan for each type of street classification, residential, collector and arterial. The plans shall indicate at the minimum, sign spacing, cone spacing, sign designations, tapers, etc. Photocopies of the CA MUTCD figures will not be allowed. Preparation of any additional traffic control plans or detail that may be required by the City during the course of the Work shall be the Contractor's responsibility. No work shall begin until a traffic control plan is approved by the City. All traffic control plans shall include the City's standard general notes for traffic control, and can be obtained from the City's website at: <http://cityoflosalamitos.org/documentcenter/view/495>

All drop-offs on the pavement over 1 inch in height that are perpendicular to the direction of traffic, including driveway approach, and will remain overnight shall be ramped with temporary AC pavement. The cost to construct temporary AC pavement shall be included in price paid for other items of work, and no additional payment thereof.

All open trenches shall be covered with non-skid steel plates or temporary asphalt pavement before and after work hours, unless otherwise directed by the Engineer.

Add the following Subsections:

600-1.1 Parking Restrictions and Posting for Tow Away

No Parking signs, posted by the Contractor, shall be of heavy card stock and not less than 1.75 square feet of surface area on the face. Background color shall be white and letters shall be printed in red water resistant ink except day, date, and time of restriction may be printed in black water resistant ink. The signs shall be printed with the words "Tow Away" and "No Parking" with a character height of not less than 2.75 inches and a stroke width of not less than 0.5 inches. The day, dated, and time of the particular restriction shall be printed or attached below the above mentioned wording in characters of not less than 2.0 inches in height and 0.4 inches in stroke width. The day of the week shall be written out or properly abbreviated with three to four letters;

date or dates or restriction shall be listed completely; the beginning and ending times shall be clearly listed on the sign.

Signs shall be mounted such that the wording "No Parking" are at an elevation at least three feet above the adjacent flowline. Signs may be tied with string to trees and power poles, taped to existing sign poles, or mounted to stakes or barricades as provided by the Contractor. The signs shall be placed as needed to control the parking of cars within the construction zone; signs shall be placed at intervals of 75 feet or less along each side of the roadway.

Signs shall be posted and maintained by the Contractor for a period of 72 hours prior to the restrictions becoming effective. The Contractor may only post parking restrictions that are effective for the duration of the Work. Upon completion of the Work, the Contractor shall promptly and completely remove and dispose all signs, stakes, and barricades. The Contractor shall promptly reset or replace all damaged or defective signs.



ADDENDUM NUMBER 2

**CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE, CIP
21/22-05**

To all bidders under specifications for Request for Bids for the Construction of **CATCHBASIN CPS (CONNECTOR PIPE SCREENS) PROJECT CITYWIDE, CIP 21/22-05** which are to be received by the City of Los Alamitos, until 11:00 A.M. on Wednesday, March 30, 2022:

The intent of this Addendum No. 2 is to clarify questions.

Attached are questions and answers.

1. Are there any CPS devices currently installed that would need to be removed and recycled prior to installing the new FTC devices? **None.**
2. If the contractor is responsible for removing any existing CPS devices within the structure, will the contractor also be responsible for disposing/recycling the old CPS devices as well as patching any holes left behind from the removed devices? **N/A**
3. What CPS device brands are currently installed (if any)? **N/A**
4. Are any of the catch basins located within an active railroad right-of-way? **No.**
5. Will the City provide a staging area for storing the CPS devices during the term of installation? **No**
6. Will all necessary permits be obtained at no additional cost to the contractor? **A No Fee Permit will be issued to awarded contractor.**
7. Will the city provide a designated disposal site at no additional cost to the contractor? **No.**
8. Will the city provide a decant area such as a wash rack or permitted discharge location at no additional cost to the contractor? **No.**
9. Will the city provide a location for a Transportable Treatment Unit (TTU) bin for dumping material at no additional cost to the contractor? **No.**
10. Will the city provide metered water at no additional cost to the contractor? **No, contact Golden State Water Company for details.**
11. Does the City have any requirements for the type of lid used for the CPS screens (e.g., fixed, hinged, quick release)? **Unit must be on the approved State Full Capture List.**
12. Does the City have the pipe size information for the installation locations for pricing CPS screens? **Pipe sizes to be determined upon field survey performed by awarded contractor.**
13. Will the City please revise the list of CPS devices in the bid docs to include locations, pipe diameter, and the actual "Storm Drain Tag" names (looks like excel converted to dates) prior to the due date? **Maps attached to addendum to identify storm drain tags.**
14. Will the City please provide some more detailed maps of inlet locations where the CPS devices will be installed prior to the bid due date? This is for the purpose of traffic control needs, to provide an accurate quote. **See attached catch basin list with four columns. The first column is a tallied number. The second column is catch basin ID# such as 7-5 which can be found on sheet 7**

of 7 and in red circles on the map is a 5. The third column is the catch basin length in feet. The fourth column is the catch basin curb opening height in inches.

15. Does the City have shape files that can be shared with the contractor after award of the contract?
Yes, we have shape files of catch basin locations and can be given to awarded contractor.
16. Can the City confirm that the contractor will only be installing Connector Pipe Screen (CPS) devices and not Automatic Retractable Screen (ARS) devices? There are ARS specifications in the bid docs, but the line items only call for CPS installation pricing. Only CPS units will be installed.
17. Can the City please clarify what the 10-year warranty includes? For instance, does it include any problems that arise from improper maintenance of the CPS devices? Since this contract is for installation only, and does not include maintenance, it is difficult to provide a 10-year warranty not knowing how often and whom will be maintaining the CPS devices. The City will clean and maintain the catch basins. The specifications describe the warranty in Section 3-13.3. Warranty.

Date: March 24, 2022

BY ORDER OF THE CITY OF LOS ALAMITOS

By



Chris C. Kelley, P.E.
City Engineer
City of Los Alamitos

STORM DRAIN TAG LENGTH (FT) HEIGHT (IN) NOTES

1	1-101	3.6	10	
2	1-104	3.6	9	
3	1-85	3.6	8	
4	1-85A	4	8	
5	1-91	3.9	8	
6	1-92	4	6	
7	1-94	3.9	7	
8	1-95	3.9	7	
9	1-96	3.9	7	
10	1-98	3.9	8	
11	2-III A off ramp	3.6	5	
12	2-114	4	9	
13	2-51A	3.8	7	
14	2-55	3.6	6	
15	2-56	3.6	7	
16	2-57	3.6	8	
17	2-59	3.6	8	
18	2-60	3.6	8	
19	2-61	3.8	9	
20	2-62	3.8	8	
21	2-63	3.6	8	
22	2-67	3.8	8	
23	2-76	3.6	8	
24	2-78	3.6	7	
25	3-125	3.6	10	
26	3-33	3.8	6	
27	3-34A	3.8	8	
28	3-35	3.8	8	
29	3-41	3.8	8	
30	3-48	3.9	9	
31	3-49	3.9	8	
32	3-86	3.6	8	
33	4-12	3.8	6	
34	4-8	5	8	
35	5-16	4	3.6 (3 sides)	
36	1-100	6.8	8	
37	1-4	6	6	
38	1-80	6	8	
39	2-106	6.4	9	
40	2-108	6.8	10	
41	2-112	7	8	
42	2-113 K& CC Dr sc	7	9	

43	2-64	7	7	
44	2-65	7	7	
45	3-20	7	2	
46	3-38	7	9	
47	3-40	7	9	
48	3-68	6	7	
49	3-69	6	7	
50	3-70	7	7	
51	3-70.2	7	7	
52	3-83	7	11	
53	4-10	7	7	
54	4-11	7	6	
55	4-7	5.6	7	
56	4-7A	6.4	8	
57	5-17	7	6	
58	5-31	7	10	
59	5-32	7	11	
60	6-2	7	6	
61	1-79	7.1	9	
62	1-81	7.2	8	
63	1-82	7.1	9	
64	1-97	7.1	9	
65	1-99	7.1	1	
66	2-52	10	9	
67	3.34	7.5	6	
68	3-36	7.4	9	
69	3.37	7.4	9	
70	3-39	7.4	9	
71	3-43	7.6	8	
72	3-44A	9.5	9	
73	3-50	7.2	8	
74	4-21	10	8	
75	4-24	10	8	
76	4-26	10	9	
77	4-28	10	9	
78	4-9	9	8	
79	5-15	10	5	
80	5-18	9	6	
81	5-19	8	6	
82	2-102	14	11	
83	2-102A	14	7	
84	2-102B	14	7	
85	2-118	13.4	9	
86	2-119	13.4	7	
87	2-120	14	9	
88	2-121	14	9	

89	2-122	14	9	
90	2-123	14	9	
91	2-124	14	9	
92	2-29	10.4	6	
93	2-53	14	9	
94	3-44	10.2	8	
95	3-89	14	11	
96	4-115	12	6	
97	4-22	12	10	
98	4-23	12	9	
99	4-27	14	9	
100	2-138	14	9	
101	2-139	14	9	
102	2-140	14	9	
103	2-141	14	9	
104	2-142	14	6	
105	3-44.2	14.6	11	
106	3-46	14.4	10	
107	3-47	14.4	10	
108	3-88	18	10	
109	7-5	19	9	
110	7-6	19	9	
111	1-93	23	6	
112	2-116	28	10	
113	2-117	28	1	
114	2-54	21.4	9	
115	3-42	25	9	
116	3-45	21.5	10	
117	4-25	25	8	
118	Serpentine	7	11	



UNITED STORM WATER, Inc.
Protecting Our Water Resources

UNITED STORM WATER, INC.

Action by Unanimous Written consent of the Board of Directors
March 10, 2022

The undersigned being all the Directors of United Storm Water, Inc., a California S Corporation, take the following action by written consent, pursuant so to authorization So, to act as contained in the Bylaws of this S Corporation and in Section 307(b) of the California General Corporation Law:

ELECTION OF OFFICERS:

RESOLVED: That the following persons are hereby reelected to the offices set forth opposite their names until the next annual meeting of the Board Of Directors, or until the election of their successors:

Eduardo Perry, Jr.	President
Daniel C. Perry	Chief Financial Officer
Robert S. Pina	Secretary
Daniel C. Perry	Vice President

AUTHORITY TO CONTRACT:

RESOLVED: That the following persons are hereby authorized to enter into, and sign contract and contractual relationships on behalf of the Corporation

Eduardo Perry Jr.	President
Daniel C. Perry	Vice President
Robert S. Pina	Secretary



UNITED STORM WATER, Inc.
Protecting Our Water Resources

DISTRIBUTION:

RESOLVED: That this S Corporation is hereby authorized if required to distribute a cash distribution in an amount necessary to cover taxes on the estimated year 2021 net income, to each shareholder in proportion to their individual respective interest as of December 31, 2021; and

RESOLVED FURTHER: That any one or more of the officers of this S Corporation is or are hereby authorized and directed, on behalf of this S Corporation, to do all things necessary and proper to cause the aforesaid cash distribution to be made by this S Corporation on or before March 31, 2022.

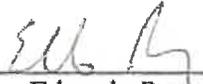
CORPORATE BANKING:

RESOLVED: That the Board of Directors will leave in place a line of credit with Pacific Western Bank in the amount of \$500,000 to be used prudently by this S Corporation, from time to time, to meet the S Corporation financial obligations. Said loan shall be evidenced by a note, security agreement and guarantees of the S Corporation and its officers, upon all of the terms previously reviewed and approved by this Board; and

Corporation are hereby ratified and approved, and that said documents shall be placed in the Minutes Book of this S Corporation for future reference.

RATIFICATION OF S CORPORATION ACTS:

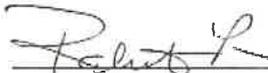
RESOLVED: That all acts of the officers of this S Corporation, taken on behalf of this S Corporation during the period since the last annual meeting of the Board are confirmed and ratified.



Eduardo Perry, Jr.



Daniel C. Perry



Robert Pina

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: April 18, 2022

ITEM NUMBER: 10G

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Resolutions Establishing the City's Urban Forest Program

SUMMARY

The proposed resolutions will enhance the City's Urban Forest Program by revising specific sections within the Parkway Tree Master Plan including an update to the City's approved tree list; adopt the Tree City USA standards; and, establish a Tree Dedication Memorial Program.

RECOMMENDATION

1. Adopt Resolution No. 2022-14, entitled, "A RESOLUTION OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ESTABLISHING THE PARKWAY TREE MASTER PLAN"; and,
2. Adopt Resolution No. 2022-15, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA ESTABLISHING THE TREE DEDICATION MEMORIAL PROGRAM".

BACKGROUND

The City has identified a prioritized need to refine its current practices and establish a long-term plan for an Urban Forest Program. Los Alamitos envisions the future of its Urban Forest Program as an integral element of the City's natural and environmental infrastructure. A revised Tree Policy was presented to City Council on February 28, 2022. The proposed resolutions will update the City's Urban Forest Program to mirror current industry practices.

DISCUSSION

Parkway Tree Master Plan

Per Los Alamitos Municipal Code Sections 12.24.050 and 12.24.060, the Parkway Tree Master Plan, and City approved tree list, is established by City Council resolution. Resolution No. 2022-14 will enact specific guidelines to enable the City to act prudently

upon the maintenance, removal, and planting of parkway trees. The City's Parkway Tree Master Plan seeks to be more comprehensive and reliable as it relates to the general maintenance and welfare of parkway trees. The Parkway Tree Master Plan, including the City approved tree list, is included as Exhibit "A" to Resolution No. 2022-14.

Tree Dedication Memorial Program

The City currently does not have a written criteria for tree dedication memorials at public parks. The establishment of a formalized standard can be a special demonstration of empathy, compassion, and support towards families who have lost their loved ones. The proposed Tree Dedication Memorial Program will adopt a process that is both structured and feasible for families who seek this opportunity. The Program will be comprised of an application process administered by the Development Services Department with the true costs of labor and supplies incorporated into the service fee. Resolution No. 2022-16 directs the City Manager to adopt an Administrative Regulation establishing the Tree Dedication Memorial Program.

Tree City USA

The City of Los Alamitos would like to reaffirm its commitment to be considered a Tree City USA. This designation was last received in the early 2000s. To be recognized as a Tree City USA the City must follow the four standards set and evaluated by the Arbor Day Foundation Program: (1) the establishment of a Tree Board, (2) the adoption of a comprehensive tree policy, (3) the dedication of a minimum of \$2 per capita which refers to spending at least \$2 per tree on urban forestry, and (4) the hosting of an annual Arbor Day celebration. The Tree City USA recognition serves as a testament to the City's commitment to preserving and expanding its urban forest. Staff will continue to implement these four standards to receive Tree City USA designation.

FISCAL IMPACT

There are no fiscal impacts associated with adoption of the Parkway Tree Master Plan. All cost associated with the Tree Dedication Memorial Program will be recouped through service fees.

Submitted by: Ron Noda, Development Services Director

Approved by: Chet Simmons, City Manager

Attachment:

- 1. Resolution No. 2022-14 - Parkway Tree Master Plan (Exhibit A)*
- 2. Resolution No. 2022-15 Tree Dedication Memorial Program*
- 3. Administrative Regulation 10.3 – Tree Dedication Memorial Program*

RESOLUTION NO. 2022-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ESTABLISHING THE PARKWAY TREE MASTER PLAN

WHEREAS, the City of Los Alamitos has identified a prioritized need to adopt a Parkway Tree Master Plan, including a list of approved parkway trees, per Municipal Code Sections 12.24.050 and 12.24.060 to advance a long-term plan for an Urban Forest Program; and,

WHEREAS, the City of Los Alamitos envisions its Urban Forest Program as an integral element of the City's natural and environmental infrastructure; and,

WHEREAS, the Parkway Tree Master Plan enacts specific guidelines which enable the City to act prudently upon the maintenance, removal and planting of parkway trees.

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

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

SECTION 2. The City Council hereby adopts the Parkway Tree Master Plan, attached hereto as Exhibit "A".

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

PASSED, APPROVED, AND ADOPTED this 18th day of April, 2022.

Shelley Hasselbrink, Mayor

ATTEST:

Windmera Quintanar, MMC, 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, MMC, 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 18th of April, 2022, by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Windmera Quintanar, MMC, City Clerk

Parkway Tree Master Plan



Adopted April 18, 2022
City Council Resolution No. 2022-14

My City ♥ My Los Al

Defining the Jurisdiction of Urban Forest

Urban forest can be defined as the city's tree landmarks as well as other growing vegetation along any tree growing on property owned or controlled by the city, including but not limited to all streets, parkways, public places, and all easements granted to the city and/or the public. Determining the jurisdiction between public or private property can at times be ambiguous since these lines are not always clear and visible. For example, the public right-of-way can vary in different areas of the city and the setback requirements differ from residential and commercial or industrial properties. While the City assumes responsibility for trees within the public right-of-way, the private areas or jurisdiction which falls to the resident of a home or business owner may lead to inconsistent maintenance and care due to this inconspicuous boundary.

In order to provide effective management and direct responsibility of urban forest, the following criteria will apply and can assist with clarification.

City of Los Alamitos

Public Right-of-Way - This applies to public streets which can be consistently defined as the rear of the sidewalk which backs up to the property line and extends out to the centerline of the street.

Landscaped Medians - This applies to all public landscaped street medians along arterials and main accessible streets.

Parks - This applies to all existing public parks owned by the City. This would not apply to privately accessible communities which are typically covered by the Home Owner's Association of that property.

Public Facilities - This applies to City owned and operated properties such as City Hall, Community Center, Parks.

Private Jurisdiction

Residential - With the distinct line explained above, residential properties are responsible for the front, back and side of the property line by the individual property owners.

Business (Commercial or Industrial) - Similarly, as a resident, property owners of the business properties are responsible for the front, back and side areas, including the parking lot or medians within the property line. Parking along the curb would apply to the City. This also applies to non-profit organizations in the City.

Schools/Churches - Similarly, as applied to businesses, the school district is responsible for areas of each school. Churches or congregations are also responsible for their own property lines.

*County buildings are separate from the City and responsibility falls to Orange County.

Tree Maintenance Plan

The City considers the Urban Forest an important asset in the community and quality of life for its residents. The maintenance of public trees is performed for the health of the tree, enjoyment of the residents, and for the environment. The City receives requests for trimming, removing and replanting for a variety of reasons, often misaligned with unnecessary actions and malpractice causing harm to the tree and impacting the natural look of the City. The following plan will clarify the conditions of which the City will act prudently and make a tactful decision.

Goals

1. Establish clear and specific guidelines for public tree trimming and tree removal practices
2. Plant and maintain the urban forest with trees that will reflect the community character
3. Budget and maintain the urban forest costs effectively
4. Maintain trees to promote the health and life of the trees
5. Create and promote a mixed tree type population to provide an aesthetically pleasing environment and provide a diverse urban forest ecosystem.
6. Provide residents with a variety of options for appropriate planting and replacing

Planting

The City will plant a parkway tree at its expense when the following has occurred:

1. By written request on behalf of the property owner. A professional (Public Works Staff or City contracted expert) will visit the site and make their assessment.
2. Providing the City has authorized the request, the City will plant a tree from an approved list where it is deemed appropriate. One tree per property street frontage shall be planted.

Tree Planting Specifications

1. Trees planted shall be fifteen (15) gallons in size, minimum height of six (6) feet, single-trunked, and of standard form and root ball.
2. All trees shall be planted in accordance with tree planting methods and standards determined by the Public Works Division to ensure growth and survival of the tree.
3. All trees shall be watered thoroughly the day of planting. Property owners/occupants shall be responsible for subsequent watering – a minimum of two (2) times per week. Property owners/occupants shall be provided with a new tree care door hanger to assist with any questions they may have in regard to caring for the new tree.
4. If it is the desire of the resident to plant a tree that is larger than fifteen (15) gallons, the City will obtain a quote for the purchase of a 15 gallon and 24 or larger gallon tree. The resident will be then required to pay the City the difference in pricing.

Established City Tree List

Per Municipal Code 12.24.050, which was established by the City Council and reviewed by City Manager, residents may inquire and select from the following list of pre-approved trees:

Common Name	Botanical Name	Height/Spread	Type
Australian Willow	Geijera parviflora	40/25	Evergreen
Bradford Pear	Pyrus calleryana	40/25	Deciduous
Brisbane Box	Lophostemon confertus	60/40	Evergreen
Chinese Flame	Koelreuteria bipinnate	50/50	Deciduous
Chinese Fringe	Chionanthus retests	20/25	Deciduous
Chinese Pistache	Pistacia chinensis	35/30	Deciduous
Crape Myrtle	Lagerstroemia indica	25/20	Deciduous
Eastern Redbud	Cercis canadensis	25/25	Deciduous
Ginko	Ginko Bilboa	60/35	Deciduous
Gold Medallion	Cassia leptophylla	25/30	Evergreen
Jacaranda	Jacaranda mimosifolia	40/50	Evergreen
Japanese Blueberry	Elaeocarpus decipiens	35/20	Evergreen
Little Gem Southern Magnolia	Magnolia grandiflora	30/20	Evergreen
London Plane	Platanus x acerifolia (HIGH)	60/40	Deciduous
Pink Trumpet	Handroanthus impetiginosus	40/35	Deciduous
Raywood Ash	Fraxinus oxycarpa	50/25	Deciduous
Strawberry Tree	Arbutus undo	40/25	Evergreen
Southern Live Oak	Quercus virginiana	50/50	Evergreen
Sweet Gum	Liquidambar styraciflua	60/30	Deciduous
Sweetshade	Hymenosporum flavum	40/20	Evergreen

*Further description and illustration of each tree listed may be found on the City's website.

Tree Trimming

Tree trimming involves thinning and raising branches. Thinning out a tree can reduce the height and spread of a tree while retaining its natural shape. Thinning out a tree is the preferred practice rather than topping. Topping adversely affects the structure of the tree and presents additional consequences down the road.

The City prunes the public trees for the following reasons:

- Health maintenance, structural form and safety
- To provide vertical clearances in the public rights-of-way (trees are raised to 9 feet over sidewalks and 16 feet over streets) for pedestrian and vehicular clearance
- To address trees which become larger than is desirable or safe for given site constraints

All trees will be trimmed on a rotational cycle determined by the City except for the following:

- Trees that pose a potential threat or hazard as determined by the City may be pruned as needed

- Certain species of trees, as determined by the City may be trimmed on a more frequent schedule as needed to prevent hazard or potential damage
- The property owner may apply for a tree trimming permit to trim trees within the parkway. A licensed contractor must trim the tree in accordance with City standards and code.

Trees will not be trimmed off cycle due to complaints of leaves, dropped pods, flowers or animals inhabiting the tree and creating natural impact. No property owner/contracted landscaper, other than the City and its approved licensed contractor, is authorized to trim public trees without authorization from the City.

Tree Trimming Standards

The following standards will be performed by City and/or licensed contractor:

1. Tree pruning shall include the removal of all dead, broken, diseased, insect infested limbs and stubs larger than one-half inch in diameter throughout the tree. The tree shall be thinned out by the removal of a minimum of 30 percent of the internal side limbs.
2. Tree limbs shall be shortened which extend beyond the natural perimeter of an otherwise symmetrical form.
3. Limbs shall be pruned to lighten the end weight where such overburdening appears likely to cause breakage of limbs two inches or more in diameter.
4. All trees which vines are growing shall have said vines moved. Vine tendrils shall be removed in a manner which shall not harm or causing scarring of low branches and tree trunks.
5. All pruning cuts shall be made without leaving a stub. Pruning cuts shall be made in a manner that favors the earliest possible covering of the wound and shall not weaken the tree.
6. The use of climbing spurs or spike shoes shall not be permitted.
7. The pruning of all street trees shall provide adequate clearance as determined by the City for mast arm, utility line, sign, traffic signals and similar appurtenances.

Proposed Street Tree Removal Policies

The City will remove parkway trees under the following conditions after an assessment by City staff and/or licensed contractor:

1. The tree is determined to be a hazard including danger of falling or large limbs dropping.
2. The tree is dead or diseased as determined by a qualified and licensed expert.
3. The tree has caused recurring damage to public curbs, gutters, or sidewalks and root pruning will not reasonably prevent further damage.
4. The tree has damaged private property, including retaining walls, block ways, foundations, driveways, water/sewage line, and root pruning will not reasonably prevent further damage.

The City will **not** remove parkway trees for the following reasons:

1. The tree drops leaves, pods, flowers, etc.
2. The trees inhabit animals in its natural state such as birds, squirrels, and non-invasive insects.
3. Tree roots are coming to the surface in the front yard or parkway.
4. Tree roots have damaged private plants, paving, or concrete constructed in the parkway.
5. Tree roots prevent other landscape to grow in the parkway.
6. The tree is not determined a hazard or life threatening.

No property owner/contracted landscaper, other than the City and its approved licensed contractor, is authorized to remove public trees without authorization from the City. Tree removal constitutes stump and root removal in a manner acceptable by the City. A replacement tree, chosen by the property owner when applicable, shall be replanted in its place by the City. If the City discovers an unauthorized tree planting not in conformance with this policy, the City will determine if the tree meets the criteria for removal including imminent hazard at the property owner's expense.

If the property owner wishes to remove a parkway tree and it does not fall within the guidelines described above, the property owner, with approval from the City, may remove the tree at their own expense. The property owner and/or their contracted landscaper are liable for all damages to the adjacent sidewalk, curb, gutter, and street if any damages occur during the removal of the tree. The property owner **must** replace the tree with a chosen tree that is on the established tree list. Once this is done, the property owner may remove the existing tree. The City will then purchase the tree (15 gallon) and replant it in the parkway.

In order to contribute to the City's overarching goal to preserve and maintain its urban forest, private property owners are encouraged to similarly maintain and protect trees on their property.

Please contact the Development Services Department at (562) 431-3538 if you have any questions or visit the City's website at www.cityoflosalamitos.org

RESOLUTION NO. 2022-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ESTABLISHING THE TREE DEDICATION MEMORIAL PROGRAM

WHEREAS, the City of Los Alamitos has resolved to create a Tree Dedication Memorial Program with an overarching goal to become more focused on the preservation and development of its Urban Forest; and,

WHEREAS, the City of Los Alamitos desires to provide residents with an opportunity to memorialize special members in a way that is everlasting.

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

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

SECTION 2. The City Council hereby authorizes the City Manager to establish the City of Los Alamitos the Tree Dedication Memorial Program by Administrative Regulation, which at a minimum shall include the following criteria and standards:

- (a) the costs of the tree, plaque plus parts, and labor will be at fair market value;
- (b) the location of the tree dedication memorial will be exclusive to City parks in areas that are predetermined by City Staff;
- (c) the tree selected for the tree dedication memorial will be selected from a pre-approved list provided by the City;
- (d) the formal request of the tree dedication memorial will require an application, proof of residence, and complete payment; and
- (e) In the event of a necessary removal, out of courtesy and respect, the City will attempt to notify the person listed on the application but reserves the right to remove the tree dedication memorial in its sole discretion and without need for consent.

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

PASSED, APPROVED, AND ADOPTED this 18th day of April, 2022.

Shelley Hasselbrink, Mayor

ATTEST:

Windmera Quintanar, MMC, 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, MMC, 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 18th of April, 2022, by the following vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

Administrative Regulation

Regulation:	10.3
Title:	Tree Dedication Memorial Program
Authority:	Chet Simmons, City Manager per City Council Resolution 2022-15
Date:	April 18, 2022
Revised:	

Purpose: The purpose of this policy is to establish a Tree Dedication Memorial Program for the City of Los Alamitos.

Application: This policy applies city-wide.

Regulation:

The City of Los Alamitos is pleased to memorialize someone special in a demonstration that is both everlasting and aesthetic with adoption of the Tree Dedication Memorial Program. Interested individuals will be required to submit an application and payment in order to dedicate a tree. Each application will be evaluated based on program criteria. The Development Services Department will administer this program under the direction of the City Manager.

- The formal request of a tree dedication memorial will require an application, proof of residency, either by residence or business, and complete payment for service and parts. Checks should be made payable to the City of Los Alamitos.
- The tree(s) can be selected from a pre-approved list provided by the City and will be planted at a City park.
- The cost of the tree, plaque and parts, and labor will be set at fair market value and remain consistent.
- The location of the tree dedication memorial is exclusive to City parks in areas that are predetermined by City Staff to ensure safety, proper maintenance, and visibility on behalf of those who purchase the package.
- Upon approval of an application, City Staff will complete all purchases and perform the necessary labor.

- Purchase of a tree includes:
 - A bronze plaque and small pre-fabricated canister for flowers
 - The bronze plaque dimensions are 4" x 8". The plaque is set flush in a 6"x 10" concrete base
 - The character size of the script will be limited to fit the plaque purchased through a local vendor
- The City maintains discretion for location placement should the desired location not be available.
- The City will determine the timeline for completion of the tree dedication.
- While small ceremonies may take place, large gatherings and formal attendance is required to be communicated to the City of Los Alamitos.
- Ongoing general maintenance of the tree and parts will be conducted by the City. Protection from possible vandalism, weather, damage, and theft cannot be guaranteed. In most cases, the City will make a prudent effort to report any issues to the applicant and offer reasonable repairs or replacement.
- In the event of necessary removal due to park development or determination of hazards, out of courtesy and respect, the City of Los Alamitos will attempt to notify the applicant. The City reserves the right to execute removal without the applicant's consent.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: April 18, 2022

ITEM NUMBER: 10H

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Windmera Quintanar, MMC, City Clerk

Subject: Appointment to the Parks, Recreation, and Cultural Arts Commission

SUMMARY

This report provides relevant information by which the City Council may appoint to the Parks, Recreation, and Cultural Arts Commission.

RECOMMENDATION

Appoint Janet Gallagher to the Parks, Recreation, and Cultural Arts Commission for an unexpired term ending December 2025.

BACKGROUND

The Los Alamitos Municipal Code provides for the appointment of residents to City Boards and Commissions. City Council policy has determined interested parties, including incumbents, need to submit an application for consideration by the Council.

Vacancies have occurred on the Parks, Recreation, and Cultural Arts, Planning, and Traffic Commissions. Recruitment has been ongoing since November 2021.

DISCUSSION

In November 2021, Staff began recruiting for unexpired terms on both the Parks, Recreation, and Cultural Arts and Traffic Commission. Council considered applications at its February 28, 2022 meeting. At that time there were no applications for either of Commissions.

Parks, Recreation, and Cultural Arts Commission

(One unexpired term expiring December 2022 – Recommended December 2025)

Former Commissioner Joe Orozco resigned from the Commission. The term is set to expire in December 2020. As there are only eight months left in the unexpired term, Staff

recommends appointment for the remaining eight months plus a full term of three years. This will alleviate the need to reappoint the position in December 2022 and allow the appointee an opportunity to learn the position.

Fiscal Impact

None.

Submitted by: Windmera Quintanar, MMC, City Clerk
Approved by: Chet Simmons, City Manager.

Attachment: 1. *Application*
 2. *Local Appointments List*



CITY OF LOS ALAMITOS

3191 Katella Ave., Los Alamitos CA 90720
(562) 431-3538 <http://cityoflosalamitos.org>

Los Alamitos
City Seal

COMMISSION APPLICATION

Application to be considered for the following Commissions:

- Cable Parks, Recreation, and Cultural Arts
- Personnel Appeals Planning Traffic

Applicant's Name JANET GALLAGHER Royal Oak Park - District 1

Registered Voter's Address [REDACTED] Los Alamitos, CA 90720

Home Telephone: [REDACTED] Cell Phone: _____

E-mail: [REDACTED] Years Lived in Los Alamitos 2

Previous service on any Commission/Board? Yes No

If Yes, which Commission? _____ When? _____

Are you available to attend evening meetings? YES.

Do you presently contract any services or are you otherwise employed by the City? Yes No

If so, what is the nature of the contract or employment? _____

Please describe how your qualifications and skills would benefit the Commission:

SENIOR CLUB VOL
ST JOSEPHS VOL

Please describe your educational background and list any professional or vocational licenses/certificates:

MASTERS OF GIS

[REDACTED] Date 4-7-2023

CITY OF LOS ALAMITOS

3191 Katella Avenue, Los Alamitos, CA 90720

LOCAL APPOINTMENTS LIST

NOTICE IS HEREBY GIVEN that the City of Los Alamitos encourages residents to apply for positions on City Commissions, Boards and Committees. At the end of each year, the City releases a list of expiring appointed terms for the coming year, names of incumbents, and the dates of their appointments. The following is a complete list. Interested residents may contact the Office of the City Clerk for applications and additional information, (562) 431-3538, Ext. 220.

QUALIFICATIONS AND REQUIREMENTS: Members of the following Commissions and Boards shall be appointed, and shall be subject to removal, by motion of the City Council adopted by a majority vote. The members thereof shall be appointed from the qualified electors of the City for a term of three years, none of who shall hold any paid office or employment in the City government and shall serve until their respective successors are appointed and qualified. If a member of a Board or Commission is absent from three (3) consecutive meetings of such Board or Commission, unless by permission of such Board or Commission expressed in its official minutes, or is convicted of a crime involving moral turpitude, or ceases to be a qualified elector of the City, his/her office shall become vacant and shall be so declared by the City Council.

Planning Commissioners are designated "code filers" under California Government Code Section 87200. All other Boards/Commissions are designated "code filers" under the City's Conflict of Interest Code (COIC). Financial disclosure must be made periodically on specific forms and become documents of public record.

PARKS, RECREATION & CULTURAL ARTS COMMISSION - This is a seven-member Commission, which meets on the first Wednesday of each month at 7:00 p.m. in the City Council Chamber, 3191 Katella Avenue, Los Alamitos. It is responsible for advising the City Council in all matters pertaining to public recreation and parks, including problems of development of recreation areas, facilities, programs and services and formulating policies on recreational services, and also programming yearly events within the community that promote fine arts.

Members	First Appointed	Exp. Date	Residential Area	District
Alexander Duran	February 2018	December 2022	Apartment Row	2
Ray Joseph	January 2021	December 2022	Apartment Row	1
<i>Vacant</i>		<i>December 2022</i>		
William Bandak	January 2020	December 2023	Apartment Row	1
Morgan Beck	January 2021	December 2023	Highlands	5
Katelyn Duran	January 2021	December 2023	Apartment Row	2
Trisha Murphy	December 2017	December 2023	College Park North	2

PERSONNEL APPEALS COMMISSION - This is a five-member Commission is appointed for a four-year term and meets on an as-needed basis. The Personnel Appeals Commission receives and hears appeals on personnel matters.

Members	First Appointed	Exp. Date	Residential Area	District
Robert Lee	February 2003	December 2022	Carrier Row	4
William Bandak	January 2021	December 2024	Apartment Row	1
Chuck Landon	August 2014	December 2024	Greenbrook	2
Elvester Richardson	January 2021	December 2024	Old Town West	1
Cathie Salai	August 2008	August 2020	Greenbrook	2

PLANNING COMMISSION - This is a seven-member Commission that meets on the fourth Wednesday of each month at 7:00 p.m. in the Los Alamitos Council Chamber, 3191 Katella Avenue, Los Alamitos. The Planning Commission is responsible for recommendations and implementation of the City's General Plan and zoning ordinances, as well as review of development proposals.

Members	First Appointed	Exp. Date	Residential Area	District
Mary Anne Cuiilty	December 2013	December 2021	Highlands	5
Art DeBolt	January 2013	December 2021	Suburbia	3
Wendy Grose	January 2010	December 2021	Old Town West	1
Gary Loe	January 2010	December 2021	Greenbrook	2
Larry Andrade	August 2015	December 2026	New Dutch Haven	4
Victor R. Sofelkanik	August 2000	December 2026	Greenbrook	2
Davis Zellmer	March 2022	December 2026	Suburbia	3

TRAFFIC COMMISSION - This is a seven-member Commission that meets monthly on the second Wednesday of each month at 7:00 p.m. in the Los Alamitos Council Chamber, 3191 Katella Avenue, Los Alamitos. The Traffic Commission is responsible for reviewing complaints, requests or suggestions concerning traffic safety conditions and making recommendations to the City Council.

Members	First Appointed	Exp. Date	Residential Area	District
Randall Hill	December 2016	December 2022	Highlands	5
Javier Mejia	January 2013	December 2022	Apartment Row	2
Bruce Murphy	January 2020	December 2022	Old Town West	1
Daniel Patz	January 2013	December 2022	Greenbrook	2
<i>Vacant</i>		<i>December 2022</i>		
Dean Hill	January 2021	December 2023	Highlands	5
Cathie Salai	January 2021	December 2023	Greenbrook	2

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(4/5/22 wq)

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: April 18, 2022 **ITEM NUMBER: 11A**

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Craig Koehler, Finance Director

Subject: Fiscal Year 2022-23 Master Fee Schedule Update

SUMMARY

In an effort to keep cost recovery in parity with the services rendered, it is recommended that the City Council approve the proposed Master Fee Schedule update, which includes a 7.4% increase in applicable fees commensurate with increases in the Consumer Price Index (CPI).

RECOMMENDATION

1. Open the Public Hearing; and,
2. Review the Fiscal Year 2022-23 Master Fee Schedule Update, and;
3. Adopt Resolution No. 2022-11, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING THE MASTER FEE SCHEDULE BY ADJUSTING CERTAIN USER FEES BASED ON THE INCREASE IN THE CONSUMER PRICE INDEX (CPI)".

BACKGROUND

A user fee is a charge imposed by the City on an individual for a service or a facility provided directly to that individual. User fees shift the burden of paying for specific governmental services away from the general population to the specific recipients who benefit from the service.

Pursuant to the provisions of the California Constitution and the laws of the State of California, the City of Los Alamitos ("City") is authorized to adopt and implement fees, rates, and charges for municipal services provided that such fees, rates and charges do not exceed the estimated reasonable cost of providing such services. Before approval of new user fees or modification of existing user fees by the City Council, the City must hold a public hearing on the proposed fee increases and notify the public of the hearing.

The City charges a range of fees for services provided to residents and businesses. User fees and charges are intended to recover all or a portion of the City's costs for providing a service or access to public property. Examples of City fees include, building permits, recreation classes, facility rentals, etc.

According to the best practices established by the Government Finance Officers Association (GFOA) and National Advisory Council on State and Local Budgeting (NACSLB), governments should calculate the full cost of the different services they provide and should review and update charges and fees periodically based on factors such as the impact of inflation, other cost increases, adequacy of cost recovery, use of services, and the competitiveness of current rates.

In some situations, it may be appropriate to set fees at less than the full cost of service. For example, services that directly benefit an individual may equally benefit the community as a whole and therefore full cost recovery is not recommended for those types of services. Examples of services that benefit the community as a whole are Recreation programs.

DISCUSSION

In 2015, the City engaged NBS to conduct an independent User Fees and Charges Study. In March 2017, the User Fees and Charges Study was completed, which included a thorough analysis of the total cost of providing services, including applicable direct and indirect costs associated with specific services.

On July 31, 2017, the City Council adopted Resolution 2017-13, which approved the Master Fee Schedule pursuant to the recommendations set forth in the NBS User Fees and Charges Study. On June 18, 2018, the City Council adopted Resolution 2018-15, which approved the Master Fee Schedule with adjustments to certain user fees based on increase in the CPI. Thereafter the Master Fee Schedule was updated annually via Resolutions 2019-03, 2020-10, and 2021-06 to reflect increases in the CPI.

At this time, City staff has conducted an annual review of the Master Fee Schedule and recommends an increase in 7.4% to applicable fees and charges to reflect the Bureau of Labor Statistics (BLS) Consumer Price Index (CPI) for the Los Angeles area (inclusive of Orange County) for the period of March 2021 to February 2022. The proposed changes to the Master Fee Schedule are reflected in **Attachment 1** (2022-23 Master Fee Schedule).

The City Council previously adopted a policy requiring annual review and update of the Master Fee Schedule commensurate with changes to the CPI. The NBS User Fees and Charges Study recommended the City utilize the CPI to annually adjust its user fees to keep pace with the cost of inflation. Staff has obtained CPI information and is recommending a 7.4% increase in applicable fees in accordance with the annual review provisions.

At a later date, Staff will bring forward a recommendation to conduct a new Cost Recovery / User Fee and Charges / Allocation Study in conjunction with next year's budget, and will issue an RFP to engage an independent consultant to perform a thorough analysis of the total cost of providing services, including applicable direct and indirect costs associated with specific services.

FISCAL IMPACT

Where applicable, the Fee Schedules reflect a 7.4% increase in consumer price index from March 2021 to February 2022 for the Los Angeles area (which includes Orange County) as reported by the Federal Bureau of Labor Statistics and included as **Attachment 2**.

The estimated increase in revenue resulting from the CPI adjustment is approximately twenty-nine thousand five hundred (\$29,500). The proposed Budget for Fiscal Year 2022-23 does not assume a CPI adjustment to the City's Fee Schedules.

Submitted by: Craig Koehler, Finance Director

Approved by: Chet Simmons, City Manager

*Attachment: 1. Resolution No. 2022-11 - Master Fee Schedule
2. Bureau of Labor Statistics, CPI Los Angeles Area – February 2022*

RESOLUTION NO. 2022-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING THE MASTER FEE SCHEDULE BY ADJUSTING CERTAIN USER FEES BASED ON THE INCREASE IN THE CONSUMER PRICE INDEX (CPI)

WHEREAS, the City of Los Alamitos currently imposes fees upon applicants to recover the costs of staff time, inspection, copying costs and other related expenses related to the review and processing in connection with services; and,

WHEREAS, pursuant to the provisions of the California Constitution and the laws of the State of California, the City is authorized to adopt and implement fees, rates, and charges for municipal services provided that such fees, rates and charges do not exceed the estimated reasonable cost of providing such services; and,

WHEREAS, in 2015, the City engaged NBS to conduct an independent User Fees and Charges Study. In March 2017, the User Fees and Charges Study was completed, which included a thorough analysis of the total cost of providing services, including applicable direct and indirect costs associated with specific services, a copy of which is maintained on file with the City Clerk; and,

WHEREAS, on July 31, 2017, the City Council adopted Resolution 2017-13, which approved the Master Fee Schedule pursuant to the recommendations set forth in the NBS User Fees and Charges Study; and,

WHEREAS, pursuant to Resolution No. 2017-13, the City Council approved and adopted updated development processing fees and other user rates, charges, and fees (collectively, "user fees") as set forth and established in the Master Fee Schedule finding that the user fees established are reasonable and necessary to reimburse the City for its actual and reasonable costs to provide those services for which the fees are levied; and,

WHEREAS, on June 18, 2018, the City Council adopted Resolution 2018-15, approving increases to the user fees established pursuant to Resolution 2017-13, for all applicable fees and charges, in accordance with the Consumer Price Index (CPI) report for the month of March of the corresponding year for the Los Angeles area (inclusive of Orange County) for all Urban Consumers, as well as approving other adjustments that eliminated, reduced and/or modified certain user fees, by approving amendments to the Master Fee Schedule; and,

WHEREAS, on January 22, 2019 the City Council adopted Resolution No. 2019-03, which approved: (1) an increase of 2.5% to applicable fees and charges to reflect the Bureau of Labor Statistics (BLS) Consumer Price Index (CPI) for the Los Angeles area (inclusive of Orange County) for the period of February 2018 to February 2019; (2) reduced certain fees based on recalculated amounts supported by NBS' approved methodology and City staff tabulation; (3) approved adjustments that eliminate, reduce,

and/or modify other use fees and charges; and, (4) annual review and update of the Master Fee Schedule commensurate with changes to the CPI; and,

WHEREAS, on May 18, 2020 the City Council adopted Resolution No. 2020-10, which approved an increase in 1.9% to applicable fees and charges to reflect the Bureau of Labor Statistics (BLS) Consumer Price Index (CPI) for the Los Angeles area (inclusive of Orange County) for the period of March 2019 to March 2020; and,

WHEREAS, on May 17, 2021, the City Council adopted Resolution No. 2021-06, which approved an increase in 1.0% to applicable fees and charges to reflect the Bureau of Labor Statistics (BLS) Consumer Price Index (CPI) for the Los Angeles area (inclusive of Orange County) for the period of March 2020 to February 2021; and,

WHEREAS, upon recommendation of City staff following completion of an annual review of the Master Fee Schedule, the City Council desires to approve increases to the user fees established pursuant to this Resolution 2022-14, for all applicable fees and charges, in accordance with the Consumer Price Index (CPI) report for the Los Angeles area (inclusive of Orange County) for all Urban Consumers, by approving adjustments to the Master Fee Schedule as set forth herein; and,

WHEREAS, the City has studied and reviewed the fees charged by other cities for such services to assure that the proposed cost recovery fees are reasonable; and,

WHEREAS, pursuant to Government Code Section 66016, the City has: (1) made available to the public at least ten days prior to its public hearing, data supporting the reasonableness of the fees; (2) mailed notice at least fourteen days prior to the public hearing to all interested parties who have requested notice of new or increased fees; and (3) held a duly noticed, regularly scheduled public hearing at which oral and written testimony was received regarding the proposed fees; and,

WHEREAS, all legal prerequisites to the adoption of this Resolution, including without limitation adherence to Government Code Sections 66014, 66017, and 66018, have occurred.

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

SECTION 1. Adoption of Recitals. The City Council of the City of Los Alamitos, California, finds that the above recitals are true and correct and are incorporated by reference herein.

SECTION 2. Approval of Update to User Fees. The City Council hereby approves and adopts the amendments to the Master Fee Schedule as set forth and established in Exhibit "A" attached hereto and by this reference incorporated herein, reflecting adjustments to certain user fees based on a CPI adjustment of 7.4%; and the City Council hereby finds and determines that the adjusted user fees established herein

do not exceed the estimated reasonable cost of providing the services for which the fees are levied.

SECTION 3. Effective Date. The CPI increase to and modification of certain user fees established pursuant to this Resolution shall take effect and shall be implemented 60-days following the adoption of this Resolution.

SECTION 4. Annual Review and Update. The City Council hereby directs staff to annually review and, as appropriate, recommend to the City Council an increase of the user fees included in the Master Fee Schedule on July 1st of each fiscal year, in accordance with the Consumer Price Index (CPI) reported for the month of March of the corresponding year for the Los Angeles area for all Urban Consumers.

SECTION 5. Environmental Exemption. The adoption of this Resolution is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15273 of CEQA Guidelines and Section 21080(b)(8) of the Public Resources Code; and in accordance with such determination, City staff is hereby directed to file a Notice of Exemption upon adoption of this Resolution.

SECTION 6. Severability. If any user fee, rate, or charge adopted or increased by this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such fee, rate, or charge shall be deemed a separate, distinct, and independent provision of this Resolution, and such holding shall not affect the validity of the remaining user fees, rate, and charges adopted or revised herein. The City Council hereby declares that it would have adopted the Resolution and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 7. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 18th day of April, 2022.

Shelley Hasselbrink, Mayor

ATTEST:

Windmera Quintanar, MMC, 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, MMC, City Clerk of the City of Los Alamitos, California, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council held on the 18th day of April, 2022, by the following vote to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos



MASTER FEE SCHEDULE

Proposed Adoption: April 18, 2022

Implementation: July 1, 2022

Administration - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2021-22 Adopted Fee Level / Deposit	2022-23 Recommended Fee Level / Deposit
	Delinquent Customer Fees			
Adm 1	Returned Check Processing (Non-Sufficient Funds NSF)			
Adm 2	1st NSF Check	[7]	\$ 25	\$ 25
Adm 3	Each Subsequent NSF Check	[7]	\$ 35	\$ 35
Adm 4	Transient Occupancy Tax (TOT) Administration processing fee (line addition to penalty)	[9]	\$ 10	\$ 10
Adm 5	Collections Fee	[9]	\$ 136	\$ 146
	Finance Processing Fees			
Adm 6	Admin Processing Fee (per transaction)		\$ 5	\$ 5
Adm 7	Refund Processing - Check		\$ 34	\$ 36
Adm 8	Check Reissuance	[12]	\$ 66	\$ 71
	Copies:			
Adm 9	Per page	[10]	\$ 0.10	\$ 0.10
	Electronic Data Request (CD/DVD Copy)			
Adm 10	Copy of Existing Data File		\$ 10	\$ 11
Adm 11	Copy of Non-Existing Data File		\$ 21	\$ 23
	Other			
Adm 12	Certification of Document		\$ 21	\$ 23
Adm 13	Witness Oath Admin Fee		\$ 10	\$ 11
Adm 14	Certificate Fee		\$ 10	\$ 11
Adm 15	Notary Fee	[14]	\$ 15	\$ 15
Adm 16	U.S Veteran Notary Fee		\$ -	\$ -
	Subpoena Fee			
Adm 17	Response to subpoena - Hourly	[2]	\$ 26	\$ 28
Adm 18	Response to subpoena - Records	[2]	\$ 16	\$ 16
Adm 19	Response to subpoena - Civil	[1]	\$ 301	\$ 323
	Business License			
Adm 20	Change to Business License - Name	[13]	\$ 13	\$ 14
Adm 21	Change to Business License - Location	[13]	\$ 13	\$ 14
Adm 22	Duplicate Business License	[13]	\$ 13	\$ 14
Adm 23	Business License Home Occupation Inspection	[11]	\$ 117	\$ 126
	Business Permits and Regulations			
Adm 24	Bingo Permit	[5]	\$ 55	\$ 59
	Hourly Rates			
Adm 25	Admin Svcs - Hourly Rate		\$ 136	\$ 146
Adm 26	City Clerk - Hourly Rate		\$ 120	\$ 129
	Election Related			
Adm 27	Filing Fee Candidate's Nomination Papers	[15]	\$ 25	\$ 25

Administration - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2021-22 Adopted Fee Level / Deposit	2022-23 Recommended Fee Level / Deposit
	For services requested of City staff which have no fee listed in this fee schedule, the City Manager or the City Manager's designee shall determine the appropriate fee based on the established hourly rates for this department/division. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application.			

[Notes]

[1]	Set by State	
[2]	CA Evidence Code 1563	
[5]	CA Govt. Code 25845; Penal Code 326.3-326.5	
[7]	Per CA Civil Code; 1st NSF Check is limited to \$25 fee; each subsequent NSF check is limited to \$35 fee	
[9]	New Fee	
[10]	Per Public Records Act (\$.10 per page)	
[11]	Cost from CD-Planning	
[12]	Includes the bank fee of \$30 for stop payment	
[13]	Current actual cost to City: HDL costs = \$12 per item	
[14]	AB 2217, effective 1.1.17 \$15	2217,
[15]	CA Elections Code 10228	

Planning - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2021-22 Adopted Fee Level / Deposit	2022-23 Recommended Fee Level / Deposit
	Planning Zoning Related Fees			
PL 1	Accessory Structure Fee		\$ 82	\$ 88
PL 2	Administrative Use Permit - New (ex. Outside Dining)		\$ 82	\$ 88
PL 3	Administrative Use Permit - Renewal (ex. Outside Dining)		\$ 234	\$ 252
PL 4	Annexation - Deposit	[1,2]	Deposit \$20,000	Deposit \$20,000
PL 5	Appeal - Director - Non-Resident		\$ 2,572	\$ 2,763
PL 5.1	Appeal - Director - Resident		\$ 876	\$ 941
PL 6	Appeal - Planning Commission - Non-Resident	[2]	Deposit \$2,349	Deposit \$2,349
PL 6.1	Appeal - Planning Commission - Resident		\$ 1,048	\$ 1,126
PL 7	Applicant Case Continuance Fee		\$ 1,286	\$ 1,381
PL 8	Business License - Field Inspection		\$ 117	\$ 126
PL 9	Contract Planner - Expedited Services - Deposit (based on project)	[1,2]	Actual Cost	Actual Cost
PL 10	Cottage Food Operation Permit		\$ 234	\$ 252
PL 11	CUP - Minor - Use Change		\$ 1,286	\$ 1,381
PL 12	CUP - Major - Construction Related		\$ 2,572	\$ 2,763
PL 13	Development Agreement - Deposit	[1,2]	Deposit \$20,000	Deposit \$20,000
PL 14	Ext of Time Requests - Discretionary	[2]	Deposit \$443	Deposit \$443
PL 15	Filming Permit (Public - see Encroachment Permit)			
PL 16	General Plan Amendment	[2]	Deposit \$2,438	Deposit \$2,438
PL 17	Home Occupation Permit		\$ 112	\$ 120
PL 18	Inspection Fee for Planning/ Code Enforcement (excessive)		\$ 234	\$ 252
PL 19	Interpretation and Similar Use	[2]	Deposit \$2,438	Deposit \$2,438
PL 20	Noticing Fee		\$ 234	\$ 252
PL 21	Planning Plan Check - Minor (Additional Sq. Ft of ≤ 250 sq. ft.)		\$ 117	\$ 126
PL 22	Planning Plan Check - Major (> 250 Sq. Ft)		\$ 468	\$ 502
PL 23	Pre-Application Meeting		\$ 1,403	\$ 1,507
PL 24	Preliminary Review		\$ 234	\$ 252
PL 25	Review of CCR's	[1]	Actual Cost	Actual Cost
PL 26	Second Dwelling Unit application review		\$ 2,572	\$ 2,763
PL 27	Signs: Sign Permit		\$ 350	\$ 376
PL 28	Signs: Planned Sign Program		\$ 2,572	\$ 2,763
PL 29	Signs: Temp Banner/Sign		\$ 58	\$ 62
PL 30	Site Plan Review - Minor (additions, minor improvements; covers up to 1 hour)		\$ 2,572	\$ 2,763
PL 31	Site Plan Review - Major (all others)		\$ 3,507	\$ 3,767
PL 32	Street Name Change Request		\$ 702	\$ 754
PL 33	Street Naming		\$ 468	\$ 502
PL 34	Temporary Use Permit		\$ 935	\$ 1,004
PL 35	Special Event Permit (road closures, parades) - Non-Resident		\$ 468	\$ 502
PL 35.1	Special Event Permit (road closures, parades) - Resident		\$ 164	\$ 176
PL 36	Tentative Parcel Map		\$ 1,472	\$ 1,581
PL 37	Tentative Tract Map		\$ 1,682	\$ 1,806

Planning - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2021-22 Adopted Fee Level / Deposit	2022-23 Recommended Fee Level / Deposit
PL 38	Variance		\$ 935	\$ 1,004
PL 39	Zoning Letter		\$ 468	\$ 502
PL 40	Zoning Ordinance Amendment - Map	[1,2]	Deposit \$2,500	Deposit \$2,500
PL 41	Zoning Ordinance - Text Amendment	[1,2]	Deposit \$2,500	Deposit \$2,500
PL 42	Zoning Permit		\$ 350	\$ 376
	Environmental Review			
PL 43	Initial Environmental Assessment		\$ 234	\$ 252
PL 44	Assessment - Historical Structures		\$ 234	\$ 252
PL 45	Environmental Review		\$ 5,845	\$ 6,278
PL 46	Negative Declaration	[1]	Actual Cost	Actual Cost
PL 47	Mitigated Negative Declaration	[1]	Actual Cost	Actual Cost
PL 48	Environmental Impact Report	[1]	Actual Cost	Actual Cost
PL 49	Initial Study	[1]	Actual Cost	Actual Cost
	NPDES/Stormwater			
PL 50	High - Annual Inspection		\$ 703	\$ 755
PL 51	Medium (every 2 yrs.)		\$ 468	\$ 503
PL 61	Low (every 5 yrs.)		\$ 273	\$ 293
	Document Fees			
PL 52	Copy Services (Per Page)		\$ 0.10	\$ 0.10
PL 53	Plans - Blueprints	[1]	Actual Cost	Actual Cost
PL 54	Special Research by Planning Staff (hourly)		\$ 234	\$ 252
PL 55	County Recording Fee (pass thru; check written directly to County)	[1]	Actual Cost	Actual Cost
	Processing Fees			
PL 56	Cash Bond Acceptance and Processing		\$ 117	\$ 126
PL 57	Tract/Other Bonds Processing		\$ 117	\$ 126
PL 58	Lien Processing		\$ 117	\$ 126
	Special Regulatory Business Permits			
	* Require a Conditional Use Permit (CUP) - fees are listed above and background review per Police Department (corresponding fees if applicable)			
	Entertainment Related Fees			
PL 59	Live Entertainer - License	[1,2]	Deposit \$1,500	Deposit \$1,500
PL 60	Live Entertainer - Application renewal	[1,2]	Deposit \$1,500	Deposit \$1,500
	Escort Related Businesses Fees			
PL 63	Escort License - Agency	[1,2]	Deposit \$1,500	Deposit \$1,500
PL 64	Escort License - Agency renewal	[1,2]	Deposit \$800	Deposit \$800
PL 65	Escort License - Individual	[1,2]	Deposit \$1,500	Deposit \$1,500
PL 66	Escort License - Individual renewal	[1,2]	Deposit \$1,500	Deposit \$1,500

Planning - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2021-22 Adopted Fee Level / Deposit	2022-23 Recommended Fee Level / Deposit
Adult Related Businesses Fees				
PL 67	Adult Use - Planning Permit Fee	[1,2]	Deposit \$1,500	Deposit \$1,500
PL 68	Adult Oriented Business License	[1,2]	Deposit \$1,500	Deposit \$1,500
PL 69	Adult Oriented Business License (Renewal)	[1,2]	Deposit \$1,500	Deposit \$1,500
PL 70	Adult Use Planning Permit Fee - Ext. of Non Conf.	[1,2]	Deposit \$1,500	Deposit \$1,500
PL 71	Figure Model License	[1,2]	Deposit \$1,500	Deposit \$1,500
PL 72	Figure Model License (Renewal)	[1,2]	Deposit \$1,500	Deposit \$1,500
Code Enforcement (fees in addition to fines)				
PL 73	Violation Reoccurrence Fee		\$ 234	\$ 252
PL 74	Code Enforcement - Re-Inspection		\$ 234	\$ 252
PL 75	Code Enforcement - Right of Way Pick Up/Storage (signs)		\$ 234	\$ 252
Other				
PL 76	Admin Processing Fee (Delinquent processing)		\$ 117	\$ 126
Hourly Rate				
PL 77	Planning - Hourly Rate		\$ 234	\$ 252
Banner Fees				
PL 78	2-sided Banner Permit on Los Alamitos Blvd Median		\$100 admin fee + \$90/per banner	\$100 admin fee + \$90/per banner
WQMP Fees				
PL 79	Review and Inspection Fee	[2,4]	Deposit \$1,500	Deposit \$1,500
	For services requested of City staff which have no fee listed in this fee schedule, the City Manager or the City Manager's designee shall determine the appropriate fee based on the established hourly rates for this department/division. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application, including all applicable Citywide Overhead. A Deposit may be required in place of a flat fee, with actual costs charged against the deposit.			

[Notes]

[1]	Actual Cost using FBHR
[2]	Deposit
[3]	CA Govt. Code 25845; Penal Code 326.3-326.5
[4]	New Fee

Public Works - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2021-22 Adopted Fee Level / Deposit	2022-23 Recommended Fee Level / Deposit
PW 1	Improvement - Plan Check - Per Sheet (Street, Storm Drain) - includes 3 reviews		\$ 933	\$ 1,002
PW 1	Improvement - Plan Check - Per Sheet (Street, Storm Drain) - 4th and subsequent review		\$ 186	\$ 200
PW 2	Improvement - Inspection (Street, Storm Drain) - per inspection		\$ 560	\$ 601
PW 3	Grading - Plan Check - Residential lots		\$ 725	\$ 779
PW 4	Grading - Plan Check - Commercial lots	[1]	Deposit \$687 - Actual Cost	Deposit \$687 - Actual Cost
PW 5	Hydrology Report		\$ 725	\$ 779
PW 6	Geotech/ Soils Review	[1]	Deposit \$687 - Actual Cost	Deposit \$687 - Actual Cost
PW 7	Parking Space Closure		\$ 1,119	\$ 1,202
PW 8	Sidewalk Closure		\$ 747	\$ 802
PW 9	Traffic Study Review		\$ 2,239	\$ 2,405
PW 10	Grading - Inspection		\$ 373	\$ 401
PW 11	Final Tract Map		\$ 1,306	\$ 1,403
PW 12	Parcel Map per Parcel		\$ 725	\$ 779
PW 13	Lot Line Adjustment (per parcel)		\$ 725	\$ 779
PW 14	Other Legal Checking	[1]	Actual Cost	Actual Cost
PW 15	Curb Painting (per 30 l.f. of curb)		\$ 373	\$ 401
PW 16	Access: Commercial		\$ 373	\$ 401
PW 17	Access: Personal/Homeowner		\$ 373	\$ 401
PW 18	Commercial Photography Motion Picture - per Day		\$ 653	\$ 701
PW 19	Commercial Photography/Still Pictures - per Day		\$ 186	\$ 200
PW 20	Surplus Material Removal (Review of Contractor's Hauling Plan)		\$ 560	\$ 601
PW 21	Road Closure		\$ 653	\$ 701
	Underground Utilities:			
PW 22	0-100 l.f.		\$ 653	\$ 701
PW 23	101-1,000 l.f.		\$ 933	\$ 1,002
PW 24	1,000 + l.f.		\$ 1,680	\$ 1,804
PW 25	per Additional l.f.		\$ 2	\$ 2
PW 26	Aerial Utilities - All (per pole)		\$ 747	\$ 802
PW 27	Landscaping / Gardening Irrigation (> 2,500 s.f.)	[4]	\$ 836	\$ 898
PW 28	Bus Bench / Shelter Master Permit / Renewal		\$ 466	\$ 501
PW 29	Bus Bench / Shelter Indiv. Bench Placement / Renewal		\$ 186	\$ 200
PW 30	Bus Shelter Master Permit & Renewal		\$ 140	\$ 151
PW 68	Bus Bench/Shelter Removal		\$ 10	\$ 10
PW 69	Bus Bench/Shelter Storage per month		\$ 5	\$ 5
PW 31	News Rack Fee		\$ 280	\$ 301
PW 32	Culvert		\$ 466	\$ 501
PW 33	Driveway Approach - Residential		\$ 186	\$ 200
PW 34	Driveway Approach - Commercial		\$ 615	\$ 661
PW 35	Curbs & Gutters per 100 l.f.		\$ 186	\$ 200
PW 36	Sidewalks		\$ 280	\$ 301
PW 37	Paving		\$ 653	\$ 701
PW 38	Paving per l.f.		\$ 1	\$ 1

Public Works - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2021-22 Adopted Fee Level / Deposit	2022-23 Recommended Fee Level / Deposit
PW 39	Catch Basin		\$ 280	\$ 301
PW 40	Storm Drain Entries 0-27"		\$ 373	\$ 401
PW 41	Storm Drain Entries > 27"		\$ 373	\$ 401
PW 42	Traffic Control Plan		\$ 747	\$ 802
PW 43	Memorial Tree/Rock Installation	[1]	Actual Cost	Actual Cost
PW 44	Old Street Sign Sale	[2]	\$ 16	\$ 18
PW 45	Sign Installation		\$ 143	\$ 154
PW 46	Barricade / Delineator Request - Per Event or Incident	[1]	Actual Cost	Actual Cost
PW 47	Shopping Cart Retrieval		\$ 48	\$ 52
	Monitoring Well Installation Fee (Per Well)			
PW 48	Plan Review		\$ 143	\$ 154
PW 49	Traffic Plan		\$ 431	\$ 463
PW 50	Inspection		\$ 143	\$ 154
	Crane Permit			
PW 51	Traffic Plan		\$ 431	\$ 463
PW 52	Inspection		\$ 143	\$ 154
PW 53	Outdoor Dining Permit		\$ 863	\$ 927
PW 54	Parklet Fee		\$ 576	\$ 619
	Oversize/ Overweight Permit			
PW 55	Single	[2,3]	\$ 16	\$ 16
PW 56	Annual	[2,3]	\$ 90	\$ 90
PW 57	Tree Removal Fee		\$ 288	\$ 309
PW 58	Temporary "No Parking" Sign Fee		\$ 576	\$ 619
	Impact Analysis / Review			
PW 59	Traffic	[1]	Actual Cost	Actual Cost
PW 60	Soils	[1]	Actual Cost	Actual Cost
PW 61	Noise	[1]	Actual Cost	Actual Cost
PW 62	Street Vacation Fee	[1]	Actual Cost	Actual Cost
PW 63	Incident/ Accident Response (Haz Mat, Accident, Other)	[1]	Actual Cost	Actual Cost
PW 64	Standard City List of repair/ replacement items	[1]	Actual Cost	Actual Cost
	Hourly Rates:			
PW 65	PW Engineering - Hourly Rate		\$ 186	\$ 200
PW 66	PW Maintenance - Hourly Rate		\$ 143	\$ 154
PW 67	After Hours Rate (Per hour; 2 hour minimum \$286)	[5]	\$ 143	\$ 154
	For services requested of City staff which have no fee listed in this fee schedule, the City Manager or the City Manager's designee shall determine the appropriate fee based on the established hourly rates for this department/division. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application.			

[Notes]

[1]	Recommended fee is "Actual Cost" using fully burdened hourly rate
[2]	Placeholder for Master Fee Schedule (MFS), not included in cost analysis
[3]	Fee Set by State (\$16;\$90 maximum)
[4]	New Fee
[5]	After Hours: Monday through Thursday between 6pm-6am; All day Friday, Saturday, and Sunday; City approved Holidays

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2021-22 Adopted Fee Level / Deposit	2022-23 Recommended Fee Level / Deposit
	Building Fees			
	Project valuations determined by the most recent published International Code Council (ICC) Building Valuation Table or by Contractors signed contract, at the discretion of the Building Official	[1]		
	Valuation-Based Inspection Fees			
	Building Valuation Range			
BL 1	\$1 - \$500		\$ 192	\$ 206
BL 2	\$501 - \$2,000		\$ 288	\$ 309
BL 3	\$2,001 - \$6,000		\$ 383	\$ 412
BL 4	\$6,001 - \$12,000		\$ 575	\$ 617
BL 5	\$12,000 - \$25,000		\$ 768	\$ 824
BL 6	\$25,001 base fee		\$ 959	\$ 1,030
BL 7	Each additional \$1000 or fraction thereof up to \$50,000		\$ 30.68	\$ 33
BL 8	\$50,001 base fee		\$ 1,694	\$ 1,819
BL 9	Each additional \$1000 or fraction thereof up to \$100,000		\$ 11.51	\$ 12.36
BL 1	\$100,001 base fee		\$ 2,258	\$ 2,425
BL 11	Each additional \$1000 or fraction thereof up to \$500,000		\$ 4.31	\$ 4.63
BL 12	\$500,001 base fee		\$ 3,951	\$ 4,244
BL 13	Each additional \$1000 or fraction thereof up to \$1,000,000		\$ 5.37	\$ 5.76
BL 14	\$1,000,000 Base Fee		\$ 6,582	\$ 7,069
BL 15	Each additional \$1000 beyond \$1,000,000		\$ 3.84	\$ 4.12
	Valuation-Based Plan Review Fees			
	Building Valuation Range			
BL 16	\$1 - \$500		\$ 96	\$ 103.00
BL 17	\$501 - \$2,000		\$ 96	\$ 103.00
BL 18	\$2,001 - \$6,000		\$ 192	\$ 206.00
BL 19	\$6,001 - \$12,000		\$ 383	\$ 412.00
BL 20	\$12,000 - \$25,000		\$ 768	\$ 824.00
BL 21	\$25,001 - \$50,000 base fee		\$ 1,130	\$ 1,214.00
BL 22	Each additional \$1000 or fraction thereof up to \$50,000		\$ 15.34	\$ 16.48
BL 23	\$50,001 base fee		\$ 1,415	\$ 1,520.00
BL 24	Each additional \$1000 or fraction thereof up to \$100,000		\$ 7.68	\$ 8.24
BL 25	\$100,001 base fee		\$ 1,883	\$ 2,022.00
BL 26	Each additional \$1000 or fraction thereof up to \$500,000		\$ 1.19	\$ 1.28
BL 27	\$500,001 base fee		\$ 2,351	\$ 2,525.00
BL 28	Each additional \$1000 or fraction thereof up to \$1,000,000		\$ 0.77	\$ 0.82
BL 29	\$1,000,000 Base Fee		\$ 2,725	\$ 2,927.00
BL 30	Each additional \$1000 beyond \$1,000,000		\$ 1.64	\$ 1.76
BL 31	Residential Track - Plan Check (Repeat \$100,000 - \$500,000)		\$ 288	\$ 309.00
BL 32	Residential Track - Plan Check - > \$500,000 each additional \$100,000		\$ 33	\$ 35.00

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2021-22 Adopted Fee Level / Deposit	2022-23 Recommended Fee Level / Deposit
BL 33	Accessibility Plan Check (applicable to all non-residential project)		5% of plan check fee	5% of plan check fee
	Miscellaneous Building Fees			
BL 34	Permit Issuance		\$ 48	\$ 52
	Solar PV Permit Fee			
	Residential			
BL 35	< 15 kW	[7]	\$ 450	\$ 450
BL 36	> 15 kW	[7]	\$450 plus \$15 per kW	\$450 plus \$15 per kW
	Commercial			
BL 37	< 50 kW	[7]	\$ 1,000	\$ 1,000
BL 38	51 - 250 kW	[7]	\$1,000 plus \$7 per kW	\$1,000 plus \$7 per kW
BL 39	> 250 kW	[7]	\$2,400 plus \$5 per kW	\$2,400 plus \$5 per kW
BL 40	Reroof Permit Fee - Residential 1st 500 square foot		\$ 96	\$ 103
BL 41	Reroof Permit Fee - Residential for each additional 500 s.f.		\$ 48	\$ 52
BL 42	Reroof Permit Fee - Commercial 1st 1,000 square foot		\$ 288	\$ 309
BL 43	Reroof Permit Fee - Commercial for each additional 1,000 s.f.		\$ 143	\$ 154
	Portable Spas and Portable Pools Placed at Grade (Single Family and Duplex Residential Only)			
BL 44	Plan Review		\$ 48	\$ 52
BL 45	Inspection		\$ 48	\$ 52
	Reinspection Fees			
BL 46	Code Enforcement - City Attorney - per hour		Actual Cost	Actual Cost
	Other Fees			
BL 47	Expedited Plan Review (Using Outside Consultants) Actual Cost (including Admin Cost) (hourly)		Actual Cost	Actual Cost
BL 48	Green Building and Accessibility Review		5% of Plan Check Fee	5% of Plan Check Fee
BL 49	Energy Calculation Review Fee		\$ 96	\$ 103
	Surcharges			
BL 50	General Plan Maintenance Fee	[9]	9.3% of Building Permit Fee	9.3% of Building Permit Fee
BL 51	Technology Fee		20% of Building Permit Fee	20% of Building Permit Fee
BL 52	Additional Plan Review (per hour)		\$ 192	\$ 206
BL 53	Temporary Certificate of Use and Occupancy	[2]	\$ 48	\$ 52
BL 54	Certificate of Occupancy	[2]	\$ 48	\$ 52
BL 55	Failure to obtain permit	[3]	2 X Permit Fee	2 X Permit Fee

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2021-22 Adopted Fee Level / Deposit	2022-23 Recommended Fee Level / Deposit
	Building Relocation Fee			
BL 56	Within City		\$175 + Valuation for reconstruction of building	\$175 + Valuation for reconstruction of building
BL 57	From Outside City		\$175 + Valuation for reconstruction of building	\$175 + Valuation for reconstruction of building
BL 58	Same parcel		\$175 + Valuation for reconstruction of building	\$175 + Valuation for reconstruction of building
	Electrical Permits	[8]		
	Permit Issuance Fees			
BL 59	For Issuing Permit		\$ 48	\$ 52
BL 60	For issuing each supplemental permit for which the original permit has not expired, been canceled, or finalized.		\$ 15	\$ 16
BL 61	Plan Check Fee (per hour)		\$ 192	\$ 206
	Unit Fee Schedule (the following do not include permit issuing fees)			
	For receptacle, switch, lighting, or other outlets at which current is used or controlled, except services, feeders, and meters.			
BL 62	First 10 (Fee is for 1-10)	[5]	\$ 6	\$ 6
BL 63	Additional Outlets (fee is for each . Time estimate/cost is for each 10)	[5]	\$ 1	\$ 1
	Lighting Fixtures-lighting fixtures, sockets, or other lamp-holding devices			
BL 64	First 10 (Fee is for 1-10)	[5]	\$ 6	\$ 6
BL 65	Additional Outlets (fee is for each . Time estimate/cost is for each 10)	[5]	\$ 1	\$ 1
BL 66	Pole or platform mounted fixtures (Time estimate/cost is for first 10)	[5]	\$ 10	\$ 10
BL 67	Pole or platform mounted fixtures (each additional)		\$ 15	\$ 16
BL 68	Theatrical-type lighting fixtures or assemblies.		\$ 15	\$ 16
	Residential Appliances			
BL 69	For fixed residential appliances or receptacle outlets for same, including wall-mounted electric ovens; counter-mounted cooking tops; electric ranges; self-contained room, console, or through wall heaters; food waste grinders; dishwashers; washing machines; water heaters; clothes dryers; or other motor operated appliances not exceeding one horsepower (HP) in rating. (each) (For other types of air conditioners and other motor-driven appliances having larger electrical ratings, see Power Apparatus.)		\$ 64	\$ 68

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2021-22 Adopted Fee Level / Deposit	2022-23 Recommended Fee Level / Deposit
	Nonresidential Appliances			
BL 70	For residential appliances and self-contained, factory-wired nonresidential appliances not exceeding one horsepower (HP) or kilovolt (KVA) in rating including medical and dental devices; food, beverage, and ice cream cabinets; illuminated show cases; drinking fountains; vending machines; laundry machines; or other types of equipment.(each) (For other types of air conditioners and other motor-driven appliances having larger electrical ratings, see Power Apparatus.)		\$ 127	\$ 136
	Power Apparatus			
	For motors, generators, transformers, rectifiers, synchronous convertors, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment and other apparatus as follows. Rating horsepower (HP), Kilowatts (KW), Kilovolt-amperes (KVA), or Kilovolt-amperes-reactive (KVAR).These fees include all switches, circuit breakers, contractors, thermostats, relays, and other directly controlled equipment.			
BL 71	For 1 Item		\$ 96	\$ 103
BL 72	For each additional item		\$ 33	\$ 35
	Busways			
BL 73	For each trolley and plug-in-type busways, each 100 feet or fraction thereof. An additional fee will be required for lighting fixtures, motors, and other appliances that are connected to trolley and plug-in-type busways. No fee is required for portable tools. (each)		\$ 96	\$ 103
	Signs, Outline Lighting, and Marquees			
BL 74	For signs, outline lighting systems, or marquees supplied from one branch circuit. (each)		\$ 240	\$ 258
BL 75	For additional branch circuits with the same sign, outline lighting system, or marquee. (each)		\$ 33	\$ 35
	Services (Meters)			
BL 76	For services of 600 volts or less and not over 200 amperes in rating (each)		\$ 96	\$ 103
BL 77	For services of 600 volts or less and over 200 amperes to 1000 amperes (each)		\$ 143	\$ 154
BL 78	For services of 600 volts or over or over 1000 amperes in rating (each)		\$ 192	\$ 206
	Sub-panels - Misc. Apparatus, Conduits, and Conductors			
BL 79	For electrical apparatus, conduits, and conductors for which a permit is required but for which no fee is herein set forth. (each)		\$ 96	\$ 103
	Temporary Power Service (give applicant orange card for temp pole)			
BL 80	For a temporary service power pole or pedestal including all pole or pedestal mounted receptacle outlets and appurtenances. (each)		\$ 96	\$ 103

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2021-22 Adopted Fee Level / Deposit	2022-23 Recommended Fee Level / Deposit
BL 85	For a temporary distribution system and temporary lighting and receptacle outlets for construction sites, decorative light, Christmas tree sales lots, fireworks stands, etc. (each)		\$ 33	\$ 35
	Private Swimming Pools			
BL 81	For new private, residential, in-ground swimming pools for single-family and multifamily occupancies including a complete system of necessary branch circuit wiring, bonding, grounding, underwater lighting, water pumping, and other similar electrical equipment directly related to the operation of a swimming pool.		\$ 288	\$ 309
BL 82	*For other types of swimming pools, therapeutic whirlpools, spas, and alterations to existing swimming pools use the Unit Fee Schedule.			
	Carnivals and Circuses-traveling shows or exhibitions utilizing transportable-type rides, booths, displays, and attractions			
BL 83	For electrical generators and electrically driven rides (each)		\$ 96	\$ 103
BL 84	For Mechanically-driven rides and walk-through attractions or displays having electric lighting (each)		\$ 96	\$ 103
BL 85	For a system of area and booth lighting (each)		\$ 96	\$ 103
BL 86	*For permanently installed rides, booths, displays, and attractions use the Unit Fee Schedule			
	Other Inspections and Fees			
BL 87	Inspections outside of normal business hours (per hr.)	[4]	\$ 192	\$ 206
BL 88	Reinspection fee-flat fee assessed under provisions of section 305(h)		\$ 96	\$ 103
BL 89	Inspections for which no fee is specifically indicated (per hour)	[4]	\$ 192	\$ 206
BL 90	Additional plan review required by changes, additions, or revisions to approved plans (per hour)	[4]	\$ 96	\$ 103
	Mechanical Permit Fees	[8]		
	Permit Issuance and Heaters			
BL 91	For the issuance of each mechanical permit		\$ 48	\$ 52
BL 92	For issuing each supplemental permit for which the original permit has not expired, been canceled, or finalized.		\$ 15	\$ 16
BL 93	Plan Check Fee (per hour)		\$ 192	\$ 206
	Unit Fee Schedule			
	Furnaces			
BL 94	For the installation or relocation of each forced-air or gravity type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 BTU/h (29.3 kW)		\$ 64	\$ 68
BL 95	For the installation or relocation of each forced-air or gravity type furnace or burner, including ducts and vents attached to such appliance over 100,000 BTU/h (29.3 kW)		\$ 64	\$ 68

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2021-22 Adopted Fee Level / Deposit	2022-23 Recommended Fee Level / Deposit
BL 96	For the installation or relocation of each floor furnace, including vent		\$ 64	\$ 68
BL 97	For the installation for relocation of each suspended heater, recessed wall heater, or floor-mounted unit heater.		\$ 64	\$ 68
	Appliance Vents			
BL 98	For the installation, relocation, or replacement of each appliance vent installed and not included in an appliance permit.		\$ 48	\$ 52
	Repairs or Additions			
BL 99	For the repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption, or evaporative cooling system, including installation of controls regulated by the Mechanical Code.		\$ 48	\$ 52
	Boilers and AC Units			
BL 100	For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6 kW), or each absorption system to and including 100,000 Btu/h (29.3 kW)		\$ 64	\$ 68
BL 101	For the installation or relocation of each boiler or compressor over 3 horsepower (10.6 kW), and including 15 Horsepower (52.7 kw) or each absorption system over 100,000 Btu/h (29.3 kW) to and including 500,000 Btu/h (146.6 kW)		\$ 96	\$ 103
BL 102	For the installation or relocation of each boiler or compressor over 15 horsepower (52.7 kW), and including 30 Horsepower (105.5 kW) or each absorption over 500,000 Btu/h (146.6 kW) to and including 1,000,000 Btu/h (293.1 kW)		\$ 128	\$ 138
BL 103	For the installation or relocation of each boiler or compressor over 30 horsepower (105.5 kW), and including 50 Horsepower (176 kW) or each absorption over 1,000,000 Btu/h (293.1 kW) to and including 1,750,000 Btu/h (512.9 kW)		\$ 159	\$ 171
BL 104	For the installation or relocation of each boiler or compressor over 50 horsepower (176 kW), or each absorption system over 175,000 Btu/h (512.9 kW)		\$ 192	\$ 206
	Air Handlers			
BL 105	For each air-handling unit to and including 10,000 cubic feet per minute (cfm) (4719 L/s) including ducts attached thereto. This does not apply to an air handling unit which is a portion of a factor-assembled appliance, cooling unit, evaporative cooler, or absorption unit for which a permit is required elsewhere in the Mechanical Code.		\$ 64	\$ 68
BL 106	For each air-handling unit over 10,000 cfm (4719 L/s)		\$ 96	\$ 103

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2021-22 Adopted Fee Level / Deposit	2022-23 Recommended Fee Level / Deposit
	Evaporative Coolers			
BL 107	For each evaporative cooler other than portable type.		\$ 64	\$ 68
	Ventilation and Exhaust			
BL 108	For each ventilation fan connected to a single duct		\$ 33	\$ 35
BL 109	For each ventilation system which is not a portion of any heating or air-conditioning system authorized by permit		\$ 33	\$ 35
BL 110	For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood		\$ 64	\$ 68
	Incinerators			
BL 111	For the installation or relocation of each domestic-type incinerator		\$ 64	\$ 68
BL 112	For the installation or relocation of each commercial or industrial-type incinerator.		\$ 82	\$ 88
	Miscellaneous			
BL 113	For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in the table.		\$ 64	\$ 68
	Other Inspections and Fees			
BL 114	Inspections outside of normal business hours, per hour (2 hrs. minimum)	[4]	\$ 383	\$ 412
BL 115	Reinspection fees assessed under provisions of Section 116.6 per inspection	[4]	\$ 192	\$ 206
BL 116	Inspections for which no fee is specifically indicated, per hour (half hour minimum)	[4]	\$ 192	\$ 206
BL 117	Additional plan review required by changes, additions, or revisions to plans for which an initial review has been completed, per hour (half hour minimum)	[4]	\$ 96	\$ 103
BL 118	Registers (each)		\$ 10	\$ 11
	Plumbing Permit Fees	[8]		
	Permit Issuance			
BL 119	For issuing each permit		\$ 48	\$ 52
BL 120	For issuing each supplemental permit		\$ 15	\$ 16
BL 121	Plan Check Fee (per hour)		\$ 192	\$ 206
	Unit Fee Schedule (in addition to permit issuance above)			
BL 122	For each plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping, and backflow protection therefor). Fee is for up to 10 units. Half hour time period covers up to the first 10	[5]	\$ 96	\$ 103
BL 123	Each additional plumbing fixture beyond 10. 10 minute time estimate covers each group of up to 5 beyond the original 10. Fee is for each additional group of up to 5 units.	[5]	\$ 33	\$ 35
BL 124	For each building sewer and each trailer park sewer		\$ 48	\$ 52

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2021-22 Adopted Fee Level / Deposit	2022-23 Recommended Fee Level / Deposit
BL 125	Rainwater systems-per drain (inside building) Fee is for each. Half hour time period covers 5 units.	[5]	\$ 96	\$ 103
BL 126	For each water heater and/or vent		\$ 64	\$ 68
BL 127	For each gas-piping system of one to five outlets		\$ 96	\$ 103
BL 128	For each additional gas piping system outlet, per outlet		\$ 33	\$ 35
BL 129	For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps.		\$ 96	\$ 103
BL 130	For each installation, alteration, or repair of water piping and/or water treatment equipment. Fee is for each unit. Half hour time period covers 10 units.	[5]	\$ 96	\$ 103
BL 131	For each repair or alteration of drainage or vent piping, each fixture. 15 minute time period covers 5 units	[5]	\$ 48	\$ 52
BL 132	For each lawn sprinkler system on any one meter including backflow protection devices therefor		\$ 48	\$ 52
	For atmospheric-type vacuum breakers not included in previous item			
BL 133	1 to 5		\$ 48	\$ 52
BL 134	over 5, each		\$ 33	\$ 35
	For each backflow protective device other than atmospheric type vacuum breakers			
BL 135	2 inch (51 mm) diameter and smaller		\$ 64	\$ 68
BL 136	over 2 inch (51 mm) diameter		\$ 64	\$ 68
BL 137	For each Graywater system		\$ 96	\$ 103
BL 138	For initial installation and testing for a reclaimed water system (per hour)	[4]	\$ 193	\$ 207
BL 139	For each annual cross-connection testing of a reclaimed water system (excluding initial test)	[4]	\$ 96	\$ 103
BL 140	For each medical gas piping system serving one to five inlets/outlets for a specific gas (per hour)		\$ 96	\$ 103
BL 141	For each additional medical gas inlets/outlets		\$ 96	\$ 103
	Other inspections and fees			
BL 142	Inspections outside of normal business hours (per hour, 2 hour min)	[4]	\$ 383	\$ 412
BL 143	Reinspection Fee (per hour)		\$ 192	\$ 206
BL 144	Inspections for which no fee is specifically indicated (per hour)	[4]	\$ 192	\$ 206
BL 145	Additional plan review required by changes, additions, or revisions to approved plans (half hour minimum)	[4]	\$ 96	\$ 103
	Hourly Rate			
BL 146	Building - Hourly Rate		\$ 192	\$ 206
	Window Fees			\$ -
BL 147	Residential Window Replacement (up to 4 windows)	[10]	\$ 96	\$ 103
BL 148	Each additional window over 4	[10]	\$ 63	\$ 68

Building - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2021-22 Adopted Fee Level / Deposit	2022-23 Recommended Fee Level / Deposit
	Commercial Sign Fees			
BL 149	Commercial Signs - No Electrical (First sign)	[10]	\$ 192	\$ 206
BL 150	Each additional commercial sign no electrical	[10]	\$ 96	\$ 103
BL 151	Commercial Signs - with Electrical	[10]	\$ 433	\$ 465
BL 152	Each additional commercial sign with electrical	[10]	\$ 96	\$ 103
	For services requested of City staff which have no fee listed in this fee schedule, the City Manager or the City Manager's designee shall determine the appropriate fee based on the established hourly rates for this department/division. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application, including all applicable Citywide Overhead. A Deposit may be required in place of a flat fee, with actual costs charged against the deposit.			

[Notes]

[1]	Project valuations determined by the most recent published International Code Council (ICC) Building Valuation Table or by Contractors signed contract, at the discretion of the Building Official
[2]	No Fee
[3]	Double Penalty
[4]	Or the total hourly cost to the jurisdiction, whichever is greater. The cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved. A minimum of two hours will be charged.
[5]	Fee is denominated per unit, but time estimate is denominated for a block of units or each fraction thereof
[7]	CA Govt Code ss 66015
[8]	Annual revenue included for cost analysis purposes only
[9]	To be charged on all Building Permits for "New Construction that add additional Square Footage"
[10]	New Fee

Police Department - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2021-22 Adopted Fee Level / Deposit	2022-23 Recommended Fee Level / Deposit
	Police User Fees			
PD 1	Administration Arrest Fee		\$ 246	\$ 265
PD 2	Reports (avg. 5 pages @ \$.10 page)		\$ 1	\$ 1
PD 3	Bicycle Registration		\$ 1	\$ 1
PD 4	Log Item		\$ 1	\$ 1
PD 5	Electronic Data Request (CD/DVD Copy)			
PD 6	Copy of Existing Data File		\$ 6	\$ 6
PD 7	Copy of Non-Existing Data File		\$ 27	\$ 29
PD 70	Livestock Street Permit Fee		\$ 27	\$ 29
PD 8	Repossession Verification Fee	[13]	\$ 15	\$ 15
PD 9	30 Day Impound		\$ 244	\$ 262
PD 10	Vehicle release- municipal code/vehicle code/parking violation		\$ 151	\$ 162
PD 11	Vehicle Release - Arrest / Cite and Release		\$ 276	\$ 296
PD 12	Vehicle Release - DUI		\$ 318	\$ 341
	Subpoena Fees			
PD 13	Response to subpoena - Hourly	[2]	\$ 24	\$ 24
PD 14	Response to subpoena - Records	[2]	\$ 15	\$ 15
PD 15	Response to subpoena - Civil - (Deposit per day; actual costs)	[1]	\$ 275	\$ 275
PD 16	Alarm Permit - New		\$ 61	\$ 66
PD 17	Alarm Permit - Renewal		\$ 27	\$ 29
PD 18	Alarm Permit - Renewal - Senior Discounted Rate		\$ -	\$ -
PD 19	False Alarm Response (1st 3 free per year)	[9]	\$ -	\$ -
PD 20	False Alarm Response (>3 per year)	[9]	\$ 219	\$ 235
PD 21	False Alarm Response without a Permit	[9]	\$208 or get a permit	\$208 or get a permit
PD 22	Noise disturbance response/processing	[10]	Actual Cost	Actual Cost
PD 23	Citation Sign Off	[11]	\$ 20	\$ 20
PD 24	VIN Verification	[12]	\$ 20	\$ 20
PD 25	Handicap/Parking Violation Sign Off		\$ 14	\$ 15
PD 26	Record Check/ Clearance letter		\$ 14	\$ 15
	Massage Related Businesses Fees			
PD 27	Massage Practitioner/Owner Permit		\$ 808	\$ 868
	Special Regulatory Business Permits			
	* Background review required for some businesses, as shown below and corresponding fee; Planning may also require a Conditional Use Permit (CUP), if applicable			
	Escort Related Businesses Fees			
PD 29	Escort License - Agency	[4]	\$ 498	\$ 535
PD 30	Escort License - Agency renewal	[4]	\$ 166	\$ 179
PD 31	Escort License - Individual	[4]	\$ 498	\$ 535
PD 32	Escort License - Individual renewal	[4]	\$ 166	\$ 179

Police Department - Cost of Service Estimate for Fee Related Services & Activities

Fee No.	Fee Description	Notes	2021-22 Adopted Fee Level / Deposit	2022-23 Recommended Fee Level / Deposit
	Adult Related Businesses Fees			
PD 33	Adult Use - Planning Permit Fee	[4]	\$ 42	\$ 45
PD 34	Second Hand/ Pawn Shop Dealer Annual Permit		\$ 332	\$ 356
PD 35	Gun Dealer Annual Permit		\$ 332	\$ 356
	Drug/DUI/Hazmat/Other Incident Response			
PD 37	* DUI - \$12,000 Maximum per State law	[3,10]	Actual Cost	Actual Cost
	HOURLY RATES			
PD 38	Sworn		\$ 166	\$ 179
PD 39	Non-Sworn		\$ 81	\$ 87
	Peddling, Canvassing and Soliciting Permit			
PD 40	Application Fee for peddling, canvassing and soliciting		\$ 161	\$ 173
	For services requested of City staff which have no fee listed in this fee schedule, the City Manager of the City Manager's designee shall determine the appropriate fee based on the established hourly rates for this department/division. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application.			

[Notes]

[1]	CA Govt. Code 68097
[2]	CA Evidence Code 1563
[3]	CA Govt. Code 53150-35159
[4]	Collected by Planning
[5]	CA Govt. Code 25845; Penal Code 326.3-326.5
[7]	Per Public Records Act (\$.10 per page)
[9]	Not included in cost analysis; placeholder for Master Fee Schedule
[10]	Actual costs recommended using Fully Burdened Hourly Rates (FBHR)
[11]	CA GC 26746.1 \$20 maximum
[12]	CA Govt Code 26746.1; CA Vehicle Code 40616; Maximum fee \$20
[13]	CA Govt Code 26751; Maximum fee \$15 (Repossession)

Recreation & Comm. Svcs - Cost Estimation for Providing Fee Related Activities & Svcs

Acct No.	Description	Notes	Recommended Fee Level
552	AQUATICS		100%
553	COMMUNITY SERVICES		30%
	Community Services - Seniors	[1]	
	Facility Rental (Comm. Center, Gym, Shelters)	[1]	
	PW - Building Maintenance	[2]	
554	DAY CAMP	[1]	85%
555	PLAYGROUND	[1]	0%
556	SPORTS		64%
	Adult Sports	[1]	
	Youth Sports	[1]	
	Facility Rental (Fields)	[1]	
557	SPECIAL CLASSES		35%
	Special Classes	[1]	
	Youth Volunteer Program	[1]	
	PW - Building Maintenance	[2]	
557	PRESCHOOL		86%
558	SPECIAL EVENTS		65%
	City Special Events	[1]	
	4th of July	[1]	
	Race on the Base	[1]	
		[3]	

[Notes]

[1]	Sourced from FY 15-16 Expense Info For User Fee Study
[2]	Sourced from Building Maint. Square Footage allocation
[3]	Direct costs excludes citywide indirect costs; includes Department indirect costs and includes building maintenance costs

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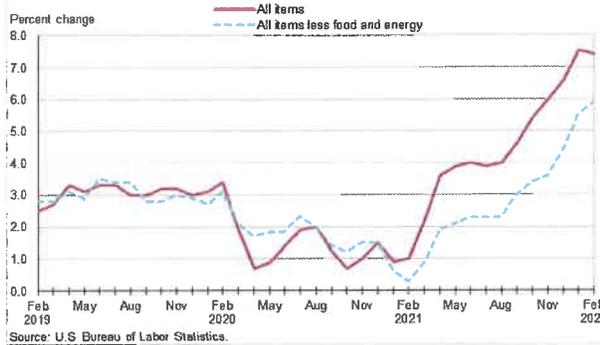
Consumer Price Index, Los Angeles area — February 2022

Area prices were up 0.3 percent over the past month, up 7.4 percent from a year ago

Prices in the Los Angeles area, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), advanced 0.3 percent in February, the U.S. Bureau of Labor Statistics reported today. (See [table A](#).) Regional Commissioner Chris Rosenlund noted that the February increase was influenced by higher prices for medical care and shelter. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect seasonal influences.)

Over the last 12 months, the CPI-U rose 7.4 percent. (See [chart 1](#) and [table A](#).) Food prices increased 7.3 percent. Energy prices jumped 25.7 percent, largely the result of an increase in the price of gasoline. The index for all items less food and energy rose 5.9 percent over the year. (See [table 1](#).)

Chart 1. Over-the-year percent change in CPI-U, Los Angeles-Long Beach-Anaheim, CA, February 2019–February 2022



Source: U.S. Bureau of Labor Statistics.

[View Chart Data](#)

News Release Information

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Food

Food prices increased 0.4 percent for the month of February. (See [table 1](#).) Prices for food at home advanced 1.3 percent, led by the other food at home category (3.4 percent). Prices for food away from home decreased 0.7 percent for the same period.

Over the year, food prices increased 7.3 percent. Prices for food at home advanced 8.4 percent since a year ago, led by higher prices for fruits and vegetables (11.4 percent). Prices for food away from home rose 6.1 percent.

Energy

The energy index declined 0.4 percent over the month. The decrease was mainly due to lower prices for natural gas service (-12.6 percent). Prices for gasoline rose 2.1 percent, while prices for electricity were unchanged for the same period.

Energy prices jumped 25.7 percent over the year, largely due to higher prices for gasoline (32.9 percent). Prices paid for natural gas service rose 19.1 percent, and prices for electricity advanced 13.3 percent during the past year.

All items less food and energy

The index for all items less food and energy rose 0.4 percent in February. Higher prices for household furnishings and operations (2.5 percent), medical care (1.7 percent), and shelter (0.2 percent) were partially offset by lower prices for education and communication (-1.7 percent) and other goods and services (-0.7 percent).

Over the year, the index for all items less food and energy rose 5.9 percent. Components contributing to the increase included new and used motor vehicles (16.7 percent), household furnishings and operations (14.4 percent), recreation (12.9 percent), and shelter (3.8 percent).

Table A. Los Angeles-Long Beach-Anaheim, CA, CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2018		2019		2020		2021		2022	
	1-month	12-month								
January	0.8	3.5	0.7	3.2	0.8	3.1	0.2	0.9	1.1	7.5
February	0.7	3.6	0.1	2.5	0.3	3.4	0.4	1.0	0.3	7.4
March	0.4	3.8	0.6	2.7	0.7	1.8	0.5	2.2		
April	0.4	4.0	1.0	3.3	-0.3	0.7	1.1	3.6		
May	0.4	4.1	0.2	3.1	0.4	0.8	0.6	3.9		
June	-0.2	4.0	0.0	3.3	0.5	1.4	0.6	4.0		
July	0.2	3.9	0.1	3.3	0.6	1.9	0.6	3.9		
August	0.2	3.9	0.0	3.0	0.1	2.0	0.2	4.0		
September	0.5	3.9	0.5	3.0	-0.3	1.2	0.3	4.6		
October	0.5	4.1	0.7	3.2	0.2	0.7	0.9	5.4		
November	-0.3	3.6	-0.3	3.2	0.1	1.0	0.6	6.0		
December	-0.3	3.2	-0.6	3.0	-0.2	1.5	0.4	6.6		

The March 2022 Consumer Price Index for the Los Angeles area is scheduled to be released on April 12, 2022

Technical Note

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 93 percent of the total U.S. population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers approximately 29 percent of the total U.S. population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments—department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date; for most of the CPI-U the reference base is 1982-84 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from \$100 to \$107. For further details see the CPI home page on the Internet at www.bls.gov/cpi and the CPI section of the BLS Handbook of Methods available on the Internet at www.bls.gov/ophm/hom/cpi/.

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: April 18, 2022

ITEM NUMBER: 11B

To: Mayor Shelley Hasselbrink & Members of the City Council

From: Ron Noda, Development Services Director

Subject: Ordinance No. 2022-02 – Permitting the Keeping of Female Chickens (Hens) in Residential Zones (ZOA 22-01)

SUMMARY

Consideration of Ordinance No. 2022-01 concerning the keeping of female chickens, or hens, in residential zones.

RECOMMENDATION

1. Open the Public Hearing; and,
2. Introduce for first reading, read by title only, and waive further reading of Ordinance No. 2022-02; and,
3. City Attorney Daudt read the title of Ordinance No. 2022-02 entitled, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTIONS 17.08.020, 6.20.010, AND 8.32.020.24 OF THE LOS ALAMITOS MUNICIPAL CODE, AND ADDING NEW SECTION 6.20.180 TO THE LOS ALAMITOS MUNICIPAL CODE CONCERNING THE KEEPING OF FEMALE CHICKENS (HENS) IN RESIDENTIAL ZONES (ZOA 22-01) (CITY INITIATED).”

BACKGROUND

During public comments at the December 8, 2021 regular meeting of the Planning Commission, a resident spoke concerning the prohibition of chickens (live fowl) in Los Alamitos. The resident requested that the Planning Commission consider lifting the unpermitted status of chickens (live fowl) so that the resident could keep chickens that they consider to be family pets.

Table 2-02, Section 17.08.020, of Title 17 (Zoning) of the Los Alamitos Municipal Code (LAMC) identifies land uses that may be allowed within the City's residential zones. Chickens are not listed as a permitted use. Uses not listed in Table 2-02 are prohibited (LAMC § 17.08.020(F).)

LAMC Section 6.20.010 of Chapter 6.20 (Fowl, Rabbits and Goats) expressly prohibits the keeping of male and female chickens. Additionally, LAMC Section 8.32.020(24) declares the keeping of chickens a nuisance.

DISCUSSION

During its February 23, 2022 meeting, the Planning Commission discussed whether it was appropriate to permit the keeping of chickens as pets by residents in residential zones. Staff provided code provisions about chickens from other cities in California. Using these examples as a point of discussion, the Planning Commission provided direction to staff.

Based on this direction, staff has prepared the proposed Ordinance No. 2022-02. On March 23, 2022, the Planning Commission voted to recommend to City Council approval of the proposed Ordinance. If approved by the City Council, the proposed Ordinance would amend the LAMC to allow the keeping of female chickens in the R-1, R-2, R-3, and M-H residential zones subject to the following limitations:

1. Male chickens, or roosters, are prohibited and may not be kept on any residential parcel.
2. A maximum of four (4) female chickens, or hens, may be kept on a residential parcel.
3. All hen chickens must be confined in a pen, coop, cage, run or other enclosure at all times. Such enclosures must include nesting boxes with a minimum area of three (3) square feet per hen.
4. All hen chickens shall be provided with adequate food, water, and ventilation.
5. Chicken pens, coops, cages, runs or other enclosures must be kept in a clean and sanitary condition, with feathers, manure or other debris removed daily and stored in an air-tight container prior to disposal.
6. Chicken feed must be stored properly to prevent spoilage and to prevent access to other animals and rodents.
7. All hen chickens shall be kept within an enclosure that is at least twenty (20) feet distant from any dwelling unit on an adjacent parcel.
8. No hen chickens may be kept in the front yard.

FISCAL IMPACT

None.

Submitted by: Ron Noda, Development Services Director

Approved by: Chet Simmons, City Manager

Attachment: 1. *Ordinance No. 2022-02*
 2. *Planning Commission Resolution No. 2022-03*

ORDINANCE NO. 2022-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTIONS 17.08.020, 6.20.010, AND 8.32.020.24 OF THE LOS ALAMITOS MUNICIPAL CODE, AND ADDING NEW SECTION 6.20.180 TO THE LOS ALAMITOS MUNICIPAL CODE CONCERNING THE KEEPING OF FEMALE CHICKENS (HENS) IN RESIDENTIAL ZONES (ZOA 22-01) (CITY INITIATED)

WHEREAS, on December 8, 2021, a resident spoke during public comments at the Planning Commission meeting concerning the prohibition of chickens (live fowl) in Los Alamitos and asked for consideration for chickens to be permitted in the City; and,

WHEREAS, on January 26, 2022, the Planning Commission directed Staff to add a discussion concerning the keeping of chickens to the agenda for an upcoming Planning Commission meeting; and,

WHEREAS, on February 23, 2022, the Planning Commission discussed the keeping of chickens in residential zones and directed Staff to draft a resolution recommending to City Council adoption of an ordinance amending the Los Alamitos Municipal Code to permit the keeping of female chickens (hens) in residential zones (“Amendments”); and,

WHEREAS, on March 23, 2022, the Planning Commission held a duly noticed Public Hearing concerning the proposed Amendments, and recommended City Council approval of this Ordinance; and,

WHEREAS, the City Council opened a duly noticed Public Hearing concerning the proposed Amendments on April 18, 2022; and,

WHEREAS, the City Council considered all applicable Staff reports and all public testimony and evidence presented at the Public Hearing.

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

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. Pursuant to Section 17.58.060 of the Los Alamitos Municipal Code, the following findings are made in support of this code amendment:

1. *This Ordinance 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.*

The Amendments do not conflict with any of the actions, goals, objectives, or policies of the General Plan and will not create any inconsistencies with the Zoning Code. While this subject is not mentioned in the General Plan, it also does not conflict with any of the goals.

2. *This Ordinance will not be detrimental to the public convenience, health, interest, safety, or welfare of the City.*

The Amendments will enhance the public convenience, health, interest, safety, and welfare of the City by creating a more permissive environment through the expansion of the types of household pets. This will provide efficient administrative guidance for the keeping of these pets in the City.

3. *This Ordinance has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the City's environmental review procedures.*

The Amendments will not result in any physical change to the environment and is therefore exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b) (3) – the project is covered by the general rule that the California Environmental Quality Act (CEQA) applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

4. *The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.*

The Amendments ensure internal consistency within the Zoning Code with regard to the keeping of certain animals within the City of Los Alamitos.

SECTION 3. Table 2-02 of Section 17.080.020 (Allowed Uses and Permit Requirements for Residential Zones) of Chapter 17.08 (Residential Zones) of Division 2 (Zones, Allowable Uses, and Development Regulations) of Title 17 (Zoning) of the Los Alamitos Municipal Code is hereby amended by adding the “Chickens, Female (Hens)” use as shown below (new text in underline):

Table 2-02: Allowed Uses and Permit Requirements for Residential Zones

P: Permitted Use	CUP: Conditional Use Permit
A: Permitted as an Accessory Use	TUP: Temporary Use Permit
AUP: Administrative Use Permit	--- : Use Not Allowed

OTHER USES					
Use	R-1	R-2	R-3	M-H	Specific Use Regulations
Chickens, female (hens)	P	P	P	P	<u>Subject to Chapter 6.20</u>

SECTION 4. Chapter 6.20 (Fowl, Rabbits and Goats) of Title 6 (*Animals*) of the Los Alamitos Municipal Code is hereby retitled to read as follows:

“Chapter 6.20 FOWL, RABBITS, GOATS AND CHICKENS”

SECTION 5. Section 6.20.010 (Fowl) of Chapter 6.20 (Fowl, Rabbits and Goats) of Title 6 (Animals) of the Los Alamitos Municipal Code is hereby amended to read as follows (deleted text in ~~strikethrough~~; new text in underline):

“6.20.010 Fowl.

No person shall have, keep, maintain or have in possession or under control any live fowl within the city. “Live fowl” means and includes ~~male and female chicken or rooster~~, duck, goose, seafowl, peacock, turkey and pheasant.”

SECTION 6. Section 6.20.180 (Keeping of Chickens) is hereby added to Chapter 6.20 Chapter 6.20 (Fowl, Rabbits and Goats) of Title 6 (Animals) of the Los Alamitos Municipal Code is hereby amended to read as follows:

“6.20.180 Keeping of Chickens.

No person shall have, keep, maintain or have in possession or under control chickens on any parcel of property located in the city, except in accordance with the following restrictions:

- A. Male chickens, or roosters, are prohibited and may not be kept on any residential parcel.

- B. A maximum of four (4) female chickens, or hens, may be kept on a residential parcel.
- C. All hen chickens must be confined in a pen, coop, cage, run or other enclosure at all times. Such enclosures must include nesting boxes with a minimum area of three (3) square feet per hen.
- D. All hen chickens shall be provided with adequate food, water, and ventilation.
- E. Chicken pens, coops, cages, runs or other enclosures must be kept in a clean and sanitary condition, with feathers, manure or other debris removed daily and stored in an air-tight container prior to disposal.
- F. Chicken feed must be stored properly to prevent spoilage and to prevent access to other animals and rodents.
- G. All hen chickens shall be kept within an enclosure that is at least twenty (20) feet distant from any dwelling unit on an adjacent parcel.
- H. No hen chickens may be kept in the front yard.”

SECTION 7. Subsection 24, of Section 8.32.20 (Declaration of Nuisance), of Chapter 8.32 (Nuisance Abatement) of Title 8 (Health and Safety) of the Los Alamitos Municipal Code is hereby amended to read as follows (new text in underline):

“24. The keeping of any animal, other than a household pet, as defined herein, or the keeping of female chickens or hens in accordance with Section 6.20.180 of this code. “Household pets” means animals, birds or fowl ordinarily permitted in a dwelling and kept only for the company or pleasure provided to the occupants. Household pets include birds kept in an enclosed aviary which shall be no closer than thirty (30) feet from any residence other than that of the owner of the aviary. Pigeons banded with the American Racing Pigeon Union official band shall be the only birds allowed to be loose. The number of birds in an aviary shall not exceed ten for each full six thousand (6,000) square foot of premises of the owner. Such an aviary shall be an allowed use only in the R-1 zone. Household pets shall not include horses, cows, goats, sheep, other equine, bovine, ovine or ruminant animals, pigs (except potbellied pigs), predatory wild animals, male chickens or roosters, ducks, geese, turkeys, game birds and fowl which normally constitute an agricultural use (except pigeons, which shall be deemed household pets);”

SECTION 8. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections,

subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 9. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 16th day of May, 2022.

Shelley Hasselbrink, Mayor

ATTEST:

Windmera Quintanar, MMC, 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, MMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Ordinance No. 2022-02 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 18th day of April, 2022 and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 16th day of May, 2022, by the following roll-call vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

PC RESOLUTION NO. 2022-03

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LOS ALAMITOS, CALIFORNIA, RECOMMENDING THE CITY COUNCIL ADOPT ORDINANCE NO. 2022-22 AMENDING SECTIONS 17.08.020, 6.20.010, AND 8.32.020.24 OF THE LOS ALAMITOS MUNICIPAL CODE, AND ADDING NEW SECTION 6.20.180 TO THE LOS ALAMITOS MUNICIPAL CODE CONCERNING THE KEEPING OF FEMALE CHICKENS (HENS) IN RESIDENTIAL ZONES (ZOA 22-01) (CITY INITIATED).

WHEREAS, on December 8, 2021, a resident spoke during public comments at the Planning Commission meeting concerning the prohibition of chickens (live fowl) in Los Alamitos and asked for consideration for chickens to be permitted in the City; and,

WHEREAS, on January 26, 2022, the Planning Commission directed Staff to add a discussion concerning the keeping of chickens to the agenda for an upcoming Planning Commission meeting; and,

WHEREAS, on February 23, 2022, the Planning Commission discussed the keeping of chickens in residential zones and directed Staff to draft a resolution recommending to City Council adoption of an ordinance amending the Los Alamitos Municipal Code to permit the keeping of female chickens (hens) in residential zones (“Amendments”); and,

WHEREAS, on March 23, 2022, the Planning Commission held a duly noticed Public Hearing concerning the proposed Amendments; 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 DOES RESOLVE AS FOLLOWS:

SECTION 1. The Planning Commission finds that the above recitals are true and correct.

SECTION 2. The Planning Commission hereby recommends that the City Council adopt Ordinance No. 2022-22 amending Sections 17.08.020, 6.20.010, and 8.32.020.24 of the Los Alamitos Municipal Code, and adding new Section 6.20.180 concerning the keeping of female chickens (hens) in residential zones, attached hereto as Exhibit “A”, based on the following findings, as specified in Section 17.58.060 of the Los Alamitos Municipal Code:

- a) *This Ordinance 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.*

The Amendments do not conflict with any of the actions, goals, objectives, or policies of the General Plan and will not create any inconsistencies with the Zoning Code. While this subject is not mentioned in the General Plan, it also does not conflict with any of the goals.

- b) *This Ordinance will not be detrimental to the public convenience, health, interest, safety, or welfare of the City.*

The Amendments will enhance the public convenience, health, interest, safety, and welfare of the City by creating a more permissive environment through the expansion of the types of household pets. This will provide efficient administrative guidance for the keeping of these pets in the City.

- c) *This Ordinance has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the City's environmental review procedures.*

Public Resources Code § 21065 defines "project" as "an activity which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." The proposed Resolution does not have the potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, as the resolution does not call for any change in the existing environmental conditions within the City. Instead, the proposed Resolution merely recommends that the City Council adopt the proposed Ordinance. Accordingly, the proposed Resolution is not a "project" subject to the California Environmental Quality Act (CEQA). (Public Resources Code § 21065; CEQA Guidelines § 15378(a).)

Even if this action could be construed to be a project subject to CEQA, the proposed Resolution is exempt pursuant to CEQA Guidelines Section 15061(b)(3) since it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The Planning Commission, as a recommending body, does not commit the City to any specific course of action, and the proposed Resolution does not constitute "approval" of any identifiable projects.

- d) *The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.*

The Amendments ensure internal consistency within the Zoning Code with regard to the keeping of certain animals within the City of Los Alamitos.

SECTION 3. The Secretary of the Planning Commission shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 23rd day of March 2022.



Art DeBolt, Chair

ATTEST:



Ron Noda, Secretary

APPROVED AS TO FORM:



Michael S. Daudt, City Attorney

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

I, Ron Noda, 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 23rd day of March 2022, by the following vote, to wit:

AYES: COMMISSIONERS: LOE, ANDRADE, CUILTY, GROSE, ZELLMER
NOES: COMMISSIONERS: DEBOLT, SOFELKANIK
ABSENT: COMMISSIONERS: NONE.
ABSTAIN: COMMISSIONERS: NONE.

R. Noda

Ron Noda, Secretary