

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

CITY COUNCIL AGENDA
REVISED REGULAR MEETING

Tuesday, February 21, 2023 – 6:00 PM

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.

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

1. CALL TO ORDER

2. ROLL CALL

Mayor Doby

Mayor Pro Tem Nefulda
Council Member Hasselbrink
Council Member Hibard
Council Member Murphy

3. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Nefulda will lead the Pledge of Allegiance.

4. INVOCATION

Council Member Hasselbrink will give the Invocation.

5. PRESENTATION

**A. Presentation Regarding the Upcoming 48th Annual Americana Awards
(Saturday, March 11, 2023) by Mr. Howard Kummerman, Executive Director,
Cypress College Foundation**

6. ORAL COMMUNICATIONS

At this time, any individual in the audience may come forward to speak on any item within the subject matter jurisdiction of the City Council. Remarks are to be limited to not more than five minutes per speaker.

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

A. Warrants (Finance)

The attached Warrant Register contains checks and electronic funds transfers for the period from January 1, 2023 to January 31, 2023.

Recommendation:

Ratify the Warrants for the period from January 1, 2023 to January 31, 2023 in the amount of \$1,817,966.29

ROLL CALL

Mayor Doby
Mayor Pro Tem Nefulda
Council Member Hasselbrink

10. **CONSENT CALENDAR**

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

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

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.

B. Annual Update of the Records Management Program (Administration)

In October 2015, the City Council adopted the City-wide Records Management Program. Part of this Program included a day dedicated to records management and annual updates to the retention schedule. This item recommends changes to the policy to ensure continued success of the program.

Recommendation:

Adopt Resolution 2023-05, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING A RECORDS MANAGEMENT PROGRAM AND REPEALING RESOLUTION NO. 2022-01 IN ITS ENTIRETY".

C. Administrative Rules and Regulation Updates (Administration)

The Administrative Rules and Regulations (ARs) are a cumulation of policies that were adopted by Council, approved by the City Manager, and/or are administered by the Departments. Many of the policies are in need of updating and/or are now obsolete. Staff has identified policies originally approved by Council that are now obsolete and should be formally repealed.

Recommendation:

1. Recscind Administrative Regulation 2.6 - Challenge Coins; and,

2. Authorize the City Manager to implement, and modify as needed, Administrative Regulation 4.10 - Deputy City Manager Designation; and,

2. Repeal Resolution No. 2015-14, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING THE CITY OF LOS ALAMITOS TRAVEL AND REIMBURSEMENT POLICY DATED JUNE 1, 2015 AND REPEALING RESOLUTION NO. 2009-02"; and,

3. Authorize the City Manager to implement, and modify as needed, Administrative Regulation 6.1 - Travel and Reimbursement Policy.

D. Treasurer's Quarterly Investment Report - December 2022 (Finance)

The item for City Council consideration is receipt of the Treasurer's Quarterly Investment Report.

Recommendation:

Receive and file the Treasurer's Quarterly Investment Report – December 2022.

E. California Teamsters Local 911 Side Letter (Administration)

This report seeks approval of the California Teamster Local 911 side letter amending the November 1, 2021 to October 31, 2024 Memorandum of Understanding (MOU) between the City of Los Alamitos ("City") and the Teamsters Local 911 ("Teamsters").

Recommendation:

1. Adopt Resolution No.2023-06, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS ALAMITOS AND THE TEAMSTERS LOCAL 911 EFFECTIVE NOVEMBER 1, 2021 THROUGH OCTOBER 31, 2024.

2. Authorize the Mayor to execute the side letter agreement amending the California Teamsters Local 911 Memorandum of Understanding (MOU).

F. Police Officers Association (POA) Side Letter (Administration)

This report seeks approval of the Police Officers Association (POA) side letter amending the July 1, 2021 to June 30, 2024 Memorandum of Understanding (MOU) between the City of Los Alamitos ("City") and the Los Alamitos Police Officers Association ("POA").

Recommendation:

1. Adopt Resolution No.2023-07, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS ALAMITOS AND THE POLICE OFFICERS ASSOCIATION EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2024"; and,

2. Authorize the Mayor to execute the side letter agreement amending the Police Officers Association (POA) Memorandum of Understanding (MOU).

G. Amendment No. 1 with Fireworks and Stage FX America, Inc. for Public Fireworks Display (Recreation)

This report allows for a change to the contract with Fireworks and Stage FX America, Inc. to reflect July 3 as the date for the City's annual fireworks display.

Recommendation:

Authorize the Mayor to execute Amendment 1 to the Professional Services Agreement with Fireworks and Stage FX America, Inc. to reflect the new event date of July 3.

H. Amendment No. 2 with North Star Land Care for Landscape Maintenance Services (Development Services)

This item is for continuing services with North Star Land Care to provide citywide landscape maintenance services for one additional year. The current Professional Services Agreement (PSA) expired on January 19, 2023 and can be extended for a one-year term by mutual agreement.

Recommendation:

Authorize the Mayor to execute Amendment No. 2 to the Professional Services Agreement (PSA) with North Star Land Care for a one-year contract extension ending on February 21, 2024, for an annual cost of \$114,067.92.

I. Amendment No. 2 with Terra Nova Planning & Research, Inc. for City's General Plan Housing Element Consultation (Development Services)

This item seeks approval of Amendment No. 2 with Terra Nova Planning & Research, Inc., to continue to provide preparation and consultation for the update on the City's General Plan Housing Element until June 30, 2023 for an amount not to exceed \$15,000. The current Professional Services Agreement (PSA) expired on December 31, 2022.

Recommendation:

Authorize the Mayor to execute Amendment No. 2 with Terra Nova Planning & Research, Inc., in an amount not to exceed \$15,000 and a term expiring June 30, 2023.

J. Lease Agreement with The Institute of Electrical and Electronic Engineers for Warehouse Space (Development Services)

This item seeks authorization for a three (3) year lease agreement between the City of Los Alamitos and The Electrical and Electronic Engineers for warehouse space at 10662 Los Vaqueros Circle for \$12,000 per month.

Recommendation:

Authorize the Mayor to execute a three (3) year lease agreement with The Institute of Electrical and Electronic Engineers for the use of warehouse space located at 10662 Los Vaqueros Circle in an amount not to exceed \$453,960.

K. Resolution No. 2023-08 - Beverage Container Recycling City/County Payment Program Funding (Development Services)

This item requests Council's approval of a resolution concerning the City's participation in Fiscal Year (FY) 2022-2023 California's Department of Resources Recycling and Recovery (CalRecycle) Beverage Container Recycling City/County Payment Program. This program intends to aid in achieving and sustaining high recycling rates throughout the state of California.

Recommendation:

1. Adopt Resolution No. 2023-08, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING THE CITY'S PARTICIPATION IN CALRECYCLE'S BEVERAGE CONTAINER RECYCLING CITY/COUNTY PROGRAM DISTRIBUTION INTENDED TO AID ACHIEVING AND SUSTAINING HIGH RECYCLING RATES"; and,

2. Authorize the City Manager to execute all Beverage Container Recycling Program documents concerning beverage container recycling program funds distributed.

L. Notice of Completion (NOC) for the Installation of Catch Basin CPS (Connector Pipe Screens) Citywide Project (CIP No. 21/22-05) (Development Services)

This capital improvement project installed Connector Pipe Screen (CPS) trash collecting units within 101 catch basins citywide. These CPS units are screens that are mounted at the outlet pipe of the catch basin to collect trash for disposal before entering the storm drain and eventually discharging into the ocean waters. This full-capture system was installed in existing catch basins as a requirement of the State Water Quality Control Board.

Staff recommends Council accept the work as completed, direct filing of the Notice of Completion (NOC), and authorize retention release as prescribed by the Public Contract Code.

Recommendation:

1. Accept as complete the construction by United Stormwater, Inc. for the Installation of Catch Basin CPS (Connector Pipe Screens) Citywide Project (CIP No. 21/22-05); and,

2. Direct the City Clerk to record the Notice of Completion/Final Report with the County Recorder's Office; and,

3. Authorize Staff to release the 5% retention to the contractor, in the amount of \$4,129.92, thirty-five (35) days after recordation of the Notice of Completion.

M. Resolution No. 2023-04 - Notice of Intent to Overrule the Airport Land Use Commission (ALUC) for Orange County Finding of Housing Element Inconsistency (Development Services)

On January 19, 2022, the Orange County Airport Land Use Commission ("ALUC") reviewed the City's General Plan Housing Element Update 2021-2029 6th Cycle and found the Housing Element Update to be inconsistent with the Airport Environs Land Use Plan for the Joint Forces Training Base Los Alamitos. The City Council will consider initiating the two-step process to overrule the ALUC determination in accordance with State Law.

Recommendation:

1. Adopt Resolution No. 2023-04 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, MAKING DRAFT FINDINGS AND NOTIFYING THE ORANGE COUNTY AIRPORT LAND USE COMMISSION AND THE STATE DIVISION OF AERONAUTICS OF THE CITY'S INTENTION TO FIND THAT THE GENERAL PLAN 2021-2029 HOUSING ELEMENT UPDATE IS CONSISTENT WITH THE PURPOSES OF THE STATE AERONAUTICS ACT AND OVERRULE THE ORANGE COUNTY AIRPORT LAND USE COMMISSION'S DETERMINATION THAT THE HOUSING ELEMENT IS INCONSISTENT WITH THE 2017 JOINT FORCES TRAINING BASE LOS ALAMITOS AIRPORT ENVIRONS LAND USE PLAN" and,

2. Authorize the City Manager to submit Resolution No. 2023-04 to the Orange County Airport Land Use Commission and the State Division of Aeronautics and schedule a public hearing pursuant to Public Utilities Code Section 21676.

11. DISCUSSION ITEM

A. Non-Represented Employees Agreement Amendment (Administration)

This report seeks approval for two changes to the Non-Represented Agreement.

Recommendation:

Adopt Resolution No. 2023-09, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ESTABLISHING SALARIES AND BENEFITS FOR NON-REPRESENTED EMPLOYEES AND REPEALING RESOLUTION NUMBERS 2021-25, 2022-07 AND 2022-24 IN THEIR ENTIRETY."

12. ORDINANCE

A. Ordinance No. 2023-03 - Modify Regulation and Sale of Fireworks (Administration)

This report proposes a change to the requirements for the regulation, use, and sale of safe and sane fireworks on the 4th of July.

Recommendation:

1. Introduce for first reading, read by title only, waive further reading of Ordinance No. 2023-03, and set for adoption; and,

2. City Attorney Daudt read the title of Ordinance No. 2023-03, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTION 5.60.110(B) OF THE LOS ALAMITOS MUNICIPAL CODE RELATING TO THE LOCATION OF TEMPORARY FIREWORKS STANDS".

13. PUBLIC HEARING

A. Comprehensive Update of the City's Housing Element for the Reporting Period of 2021-2029 (GPA 21-01) and General Plan Amendment (GPA) 22-02 Zoning Ordinance Amendment (ZOA) 22-03 (Development Services)

City Council will consider the revised draft of the comprehensive update of the City's Housing Element for the reporting period of 2021-2029 (GPA 21-01). Upon adoption of the Housing Element, Council will consider a resolution and an ordinance for 1) the creation of a higher-density R-4 Zoning District in Los Alamitos; 2) rezoning certain properties to the new R-4 District; and 3) modifying the Town Center Mixed Use (TCMU) Zoning District to allow higher density.

These changes would be implemented to comply with the newly adopted Housing Element and would be made through General Plan Amendment (GPA) 22-02 and Zoning Ordinance Amendment (ZOA) 22-03.

Recommendation:

1. Conduct a public hearing; and, if appropriate,
2. Adopt Resolution No. 2023-02, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING A NEGATIVE DECLARATION, AND APPROVING GENERAL PLAN AMENDMENT 21-01, UPDATING THE LOS ALAMITOS HOUSING ELEMENT (2021-2029); and,
3. Consider the draft resolution, and, if appropriate,
4. Adopt Resolution No. 2023-01, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING GENERAL PLAN AMENDMENT (GPA) 22-02 TO ENSURE THAT THE ZONING CODE UPDATES IN ORDINANCE 2023-01 WILL MAINTAIN INTERNAL CONSISTENCY WITH THE ACTIONS, GOALS, OBJECTIVES, AND POLICIES OF THE GENERAL PLAN, AND WILL NOT CREATE ANY INCONSISTENCIES THEREIN (CITY INITIATED).
5. Consider the draft ordinance; and, if appropriate,
6. Introduce for first reading, read by title only, and waive further reading of Ordinance No. 2023-01; and,
7. City Attorney Daudt read the title of Ordinance No. 2023-01 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING CHAPTERS 17.04, 17.08, AND 17.12 OF THE LOS ALAMITOS MUNICIPAL CODE, AS WELL AS THE LOS ALAMITOS ZONING MAP, CONCERNING THE R-3, R-4, AND TCMU ZONING OF THE CITY OF LOS ALAMITOS (ZOA 22-03) (CITY INITIATED)."

B. Ordinance 2023-02 - State Mandated Update to Accessory Dwelling Unit (ADU) Regulations

Consideration of an ordinance amending and restating Section 17.28.020 of the Los Alamitos Municipal Code concerning the regulation of Accessory Dwelling Units

(ZOA 23-01).

Recommendation:

1. Introduce for first reading, read by title only, and waive further reading of Ordinance No. 2023-02; and,
2. City Attorney Daudt read the title of Ordinance No. 2023-02, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND RESTATING SECTION 17.28.020 OF THE LOS ALAMITOS MUNICIPAL CODE CONCERNING THE REGULATION OF ACCESSORY DWELLING UNITS (ZOA 23-01)."

14. CLOSED SESSION

A. Conference with Legal Counsel

Anticipated Litigation Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (One potential case)

15. ADJOURNMENT

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



Windmera Quintanar, MMC, City Clerk
Dated: February 17, 2023

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 21, 2023

ITEM NUMBER: 9A

To: Mayor Tanya Doby & Members of the City Council

Presented By: Craig Koehler, Director of Finance

Subject: Warrants

SUMMARY

The attached Warrant Register contains checks and electronic funds transfers for the period from January 1, 2023 to January 31, 2023.

RECOMMENDATION

Ratify the Warrants for the period from January 1, 2023 to January 31, 2023 in the amount of \$1,817,966.29

BACKGROUND

The expenditures noted within this Warrant Register conform to the budget approved by the City Council.

DISCUSSION

The Director of Finance certifies the accuracy of the attached register and to the availability of monies for payment thereof.

FISCAL IMPACT

The grand total of \$1,817,966.29 represents checks and electronic fund transfers for the period January 1, 2023 to January 31, 2023.

Attachment: 1. Warrants 2.21.23 Final

CITY OF LOS ALAMITOS
A/P Warrants
FEBRUARY 21, 2023

To Ratify

Pages:

1-6	\$	458,635.03	Warrant	01/11/2023
7-16	\$	682,775.67	Warrant	01/26/2023
17	\$	9,319.37	January Retirees	01/01/2023
18	\$	176,356.65	Payroll	01/06/2023
19		\$92,120.68	Benefits & Withholdings	01/06/2023
20	\$	216,126.54	Payroll	01/20/2023
21		\$182,632.35	Benefits & Withholdings	01/20/2023

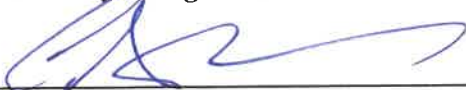
Grand Total \$ 1,817,966.29

The attached Warrant Register containing checks and electronic funds transfers for the period from January 1, 2023 to January 31, 2023, 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 8th day of February, 2023

WARRANTS 1/11/2023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
2A ENTERPRISES INC	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL NON -	DEPARTMENTAL	480.00
			TOTAL:	480.00
A.R.R. CORPORATION	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL NON -	DEPARTMENTAL	1,160.00
			TOTAL:	1,160.00
ADAMSON POLICE PRODUCTS	FIRST DEFENSE SPRAY	GENERAL FUND	PATROL	15.14
	PD SAFARILAND VEST	GENERAL FUND	PATROL	775.00
			TOTAL:	790.14
ERIC ARROYO	BACKGROUND-C.SUGI	GENERAL FUND	NON-DEPARTMENTAL	1,000.00
			TOTAL:	1,000.00
	YOGA DROP IN 8/2	GENERAL FUND	SPECIAL CLASSES	9.75
	YOGA DROP IN 8/9	GENERAL FUND	SPECIAL CLASSES	9.75
			TOTAL:	19.50
CALIFORNIA COCINA	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL NON -	DEPARTMENTAL	670.00
			TOTAL:	670.00
CALIFORNIA POLICE CHIEFS ASSOCIATION	TRAINING REGISTRATION 5/11	GENERAL FUND	POLICE ADMINISTRATION	99.00
			TOTAL:	99.00
CANON FINANCIAL SERVICES, INC.	METER NOV22-CONTRACT DEC22	GENERAL FUND	RECREATION ADMINISTRAT	433.83
			TOTAL:	433.83
CINNAMON STIK-STOCK & STUFFERS INC.	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL NON -	DEPARTMENTAL	390.00
			TOTAL:	390.00
CITY OF BREA	ILJAOC: 22/23 MEMBER FEES	GENERAL FUND	COMMUNICATIONS TECHNOL	4,674.85
			TOTAL:	4,674.85
CITY OF CYPRESS	3rd INSTALLMENT 35%	GENERAL FUND	COMMUNICATIONS TECHNOL	189,370.17
			TOTAL:	189,370.17
COUNTY OF ORANGE TREASURER-TAX	PARKING VIOLATIONS-AUG22	GENERAL FUND	NON-DEPARTMENTAL	3,608.00
	PARKING VIOLATIONS JUL22	GENERAL FUND	NON-DEPARTMENTAL	3,289.00
	PARKING VIOLATIONS NOV22	GENERAL FUND	NON-DEPARTMENTAL	2,739.00
	FINGERPRINT ID SYSTEM-SEPT	GENERAL FUND	COMMUNICATIONS TECHNOL	441.00
	OCATS CIRCUIT SUPPORT SEPT	GENERAL FUND	COMMUNICATIONS TECHNOL	1,273.33
	FINGERPRINT ID SYSTEM-DEC2	GENERAL FUND	COMMUNICATIONS TECHNOL	441.00
	OCATS-DEC22	GENERAL FUND	COMMUNICATIONS TECHNOL	1,273.33
			TOTAL:	13,064.66
L.N. CURTIS AND SONS	SWAT VEST-CL	GENERAL FUND	PATROL	3,628.52
	SWAT VEST-CL	GENERAL FUND	PATROL	1,209.51
			TOTAL:	4,838.03
DELL MARKETING L.P.	DESTOP & SUPPLIES	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	45,106.88
			TOTAL:	45,106.88
DEPARTMENT OF CONSERVATION	SHIP FEES-Q4	GENERAL FUND	NON-DEPARTMENTAL	643.58
	BUILDING PERMITS	GENERAL FUND	NON-DEPARTMENTAL	32.18
			TOTAL:	611.40
JANICE CASSIDY	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL NON -	DEPARTMENTAL	390.00

WARRANTS 1/11/2023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	390.00
INTEGRITY NEWSPAPER INC.	CITY LOS AL SEEKING AD CDB	GENERAL FUND	PLANNING	420.19
	PUBLIC NOTICE-R4 ZONING	GENERAL FUND	PLANNING	430.00
	PUBLIC NOTICE-HOUSING	GENERAL FUND	PLANNING	340.00
	WEEK OF LOS AL AD	GENERAL FUND	SPECIAL EVENTS	786.12
	STREET FAIR AD	GENERAL FUND	SPECIAL EVENTS	420.19
	STREET FAIR AD	GENERAL FUND	SPECIAL EVENTS	718.88
	CITY OF LOS AL BUCKS AD	AMERICAN RESCUE FL NON - DEPARTMENTAL		718.88
	SUPPORT LOS AL AD	AMERICAN RESCUE FL NON - DEPARTMENTAL		420.19
	CITY OF LOS AL BUCKS	AMERICAN RESCUE FL NON - DEPARTMENTAL		718.88
	LOS AL BUCKS AD	AMERICAN RESCUE FL NON - DEPARTMENTAL		718.88
			TOTAL:	5,692.21
EWING	RANGER PRO FOR STOCK	GENERAL FUND	PARK MAINTENANCE	251.90
			TOTAL:	251.90
CARRI FOX	LINE DANCE DROP IN 9/14	GENERAL FUND	SPECIAL CLASSES	28.00
	LINE DANCE DROP IN 9/21	GENERAL FUND	SPECIAL CLASSES	24.50
			TOTAL:	52.50
SOHAIL SALEHZADEH	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE FL NON - DEPARTMENTAL		810.00
			TOTAL:	810.00
GALLS / QUARTERMASTER	PD POLO PURCHASE-WB	GENERAL FUND	POLICE ADMINISTRATION	81.86
	PD RECRUIT UNIFORMS-PEREZ	GENERAL FUND	PATROL	230.98
	PD RECRUIT UNIFORMS-ESPINO	GENERAL FUND	PATROL	24.06
	PD RECRUIT UNIFORMS-ESPINO	GENERAL FUND	PATROL	198.45
	PD RECRUIT UNIFORMS-ESPINO	GENERAL FUND	PATROL	273.82
	PD RECRUIT UNIFORMS-ESPINO	GENERAL FUND	PATROL	401.81
	PD UNIFORMS-NS	GENERAL FUND	COMMUNITY OUTREACH	281.46
	PD UNIFORMS-NS	GENERAL FUND	COMMUNITY OUTREACH	348.85
	PD UNIFORMS-NS	GENERAL FUND	COMMUNITY OUTREACH	63.19
			TOTAL:	1,804.48
GANAHL LUMBER COMPANY	GRAFFITI REMOVAL SUPPLIES	GENERAL FUND	STREET MAINTENANCE	78.68
	STREET MAINTENANCE SUPPLIE	GENERAL FUND	STREET MAINTENANCE	77.11
	PARK SUPPLIES	GENERAL FUND	PARK MAINTENANCE	11.01
	LANDSCAPE MAINTENANCE	GENERAL FUND	PARK MAINTENANCE	4.69
	PARK REHAB MAINTENANCE	GENERAL FUND	PARK MAINTENANCE	43.55
	BUILDING MAINT SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	31.93
			TOTAL:	246.97
GEORGE HILLS COMPANY, INC.	ADMIN & CLAIMS FEES DEC22	GENERAL FUND	NON-DEPARTMENTAL	1,250.00
			TOTAL:	1,250.00
GOLDEN STATE WATER COMPANY	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	45.52
	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	246.59
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	1,429.43
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	652.17
			TOTAL:	2,417.71
GRANITE DATA SOLUTIONS	DELL EMC NETWK HARDWARE	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	45,708.63
			TOTAL:	45,708.63
HASTY AWARDS	YOUTH VOLLEYBALL TROPHIES	GENERAL FUND	SPORTS	88.88

WARRANTS 1/11/2023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	88.88
HI-WAY SAFETY, INC.	STREET SIGNS	GARAGE FUND	GARAGE	102.36
			TOTAL:	102.36
HINDERLITER, DE LLAMAS & ASSOCIATES	AUDIT-SALES TAX OCT-DEC22	GENERAL FUND	FINANCE	57.85
	CONTRACT SRVC Q4 OCT-DEC22	GENERAL FUND	FINANCE	900.00
			TOTAL:	957.85
JARED E. LLOYD	HCE DROP IN 9/11	GENERAL FUND	SPORTS	32.00
	HCE DROP IN 9/11	GENERAL FUND	SPORTS	16.00
	HCE DROP IN 9/13	GENERAL FUND	SPORTS	16.00
	HCE DROP IN 9/18	GENERAL FUND	SPORTS	64.00
	HCE DROP IN 9/15	GENERAL FUND	SPORTS	32.00
	HCE BALL-CLASS BUNDLE	GENERAL FUND	SPORTS	2,819.76
	HCE SHOOTING STARS	GENERAL FUND	SPORTS	160.00
	HCE TRIPLE BUNDLE	GENERAL FUND	SPORTS	568.00
	HCE ATTACK SERIES	GENERAL FUND	SPORTS	248.00
	HCE TRAVEL BALL PROGRAM	GENERAL FUND	SPORTS	3,528.00
			TOTAL:	7,883.76
FATTIE PATRICK	JANITORIAL SVC OCT-DEC`	GENERAL FUND	PUBLIC WORKS ADMIN	6,142.00
	JANITORIAL SVC OCT-DEC`	GENERAL FUND	PUBLIC WORKS ADMIN	6,142.00
	JANITORIAL SVC OCT-DEC`	GENERAL FUND	PUBLIC WORKS ADMIN	6,142.00
			TOTAL:	18,426.00
KESTER CORPORATION	MAINT EQUIP-CHAINSAW BLADE	GARAGE FUND	GARAGE	260.96
			TOTAL:	260.96
KEVIN & VICKY GARRETT TENNIS, INC.	YOUTH BEGINNING TUESDAY	GENERAL FUND	SPECIAL CLASSES	464.75
	YOUTH BEGINNING WEDNESDAY	GENERAL FUND	SPECIAL CLASSES	377.00
	ADULT BEGINNING WEDNESDAY	GENERAL FUND	SPECIAL CLASSES	275.50
	PEE WEE THURSDAY	GENERAL FUND	SPECIAL CLASSES	260.00
	YOUTH BEGINNING THURSDAY	GENERAL FUND	SPECIAL CLASSES	461.50
	YOUTH INTERMED THURSDAY	GENERAL FUND	SPECIAL CLASSES	422.50
	PEE WEE SATURDAY	GENERAL FUND	SPECIAL CLASSES	331.50
	YOUTH BEGINNING SATURDAY	GENERAL FUND	SPECIAL CLASSES	468.00
	YOUTH INTERMED SATURDAY	GENERAL FUND	SPECIAL CLASSES	377.00
			TOTAL:	3,441.75
KRISTINA VILLALUNA	SPECIAL EVENT INSTRUCTOR	GENERAL FUND	SPECIAL EVENTS	540.00
			TOTAL:	540.00
JOSE MARTINEZ DBA LA HERRADURA MOBIL D	CAR WASH-POLICE DEPT	GARAGE FUND	GARAGE	450.00
	CAR WASH-CODE ENFORCEMENT	GARAGE FUND	GARAGE	90.00
	CAR WASH-ADMIN VEHICLE	GARAGE FUND	GARAGE	45.00
	CAR WASH-RECREATION DEPT	GARAGE FUND	GARAGE	100.00
	CAR WASH-PUBLIC WORKS	GARAGE FUND	GARAGE	45.00
			TOTAL:	730.00
LAURA COLE	MONTHLY CONTRACT FEE NOV22	GENERAL FUND	NON-DEPARTMENTAL	3,000.00
	MONTHLY CONTRACT FEE DEC22	GENERAL FUND	NON-DEPARTMENTAL	3,000.00
			TOTAL:	6,000.00
YING LIU	PORTRAIT WORKSHOP DROP IN	GENERAL FUND	SPECIAL CLASSES	107.25
			TOTAL:	107.25

WARRANTS 1/11/2023

VENDOR SORT KEY		DESCRIPTION	FUND	DEPARTMENT	AMOUNT	
DELANA LOFEZ		FBI-LEEDA CRSE-MEAL REIMBU	GENERAL FUND	PATROL	55.69	
		TRAINING 12/2- MEAL REIMER	GENERAL FUND	PATROL	7.11	
				TOTAL:	62.80	
LOWE'S		CHRISTMAS TREE SUPPLIES	GENERAL FUND	STREET MAINTENANCE	56.50	
		NIDES CLEANING TOOLS	GENERAL FUND	STREET MAINTENANCE	60.69	
				TOTAL:	117.19	
MATRIX IMAGING PRODUCTS, INC.		LARGE FORMAT SCANNING/PREF	GENERAL FUND	PLANNING	34,526.53	
				TOTAL:	34,526.53	
MIKE RAAHAUGES SHOOTING ENTERPRISES		PISTOL RANGE-12/15/22	GENERAL FUND	PATROL	29.00	
				TOTAL:	29.00	
MISC. VENDOR		ELISHA BOOTHE	REGISTRATION REFUND	GENERAL FUND	NON-DEPARTMENTAL	45.00
		CHRISTOPHER ECKERT	CITATION REIMBURSEMENT	GENERAL FUND	NON-DEPARTMENTAL	40.00
		CHRISTOPHER ECKERT	CITATION REIMBURSEMENT	GENERAL FUND	NON-DEPARTMENTAL	40.00
		SPIRO KYRIAKOS	CITATION REIMBURSEMENT	GENERAL FUND	NON-DEPARTMENTAL	40.00
		CURRAN CODY	CITATION REIMBURSEMENT	GENERAL FUND	NON-DEPARTMENTAL	40.00
		ERIN R LAWRENCE	CITATION REIMBURSEMENT	GENERAL FUND	NON-DEPARTMENTAL	40.00
		MICHAEL LAFAYER	CITATION REIMBURSEMENT	GENERAL FUND	NON-DEPARTMENTAL	40.00
		DAWNE CONSTANTINO	CITATION REIMBURSEMENT	GENERAL FUND	NON-DEPARTMENTAL	40.00
		MCKENZIE RICKS	MCKENZIE RICKS: REFUND	GENERAL FUND	NON-DEPARTMENTAL	10.00
		TEREL PEARSON	CANCELLATION 1/21-REFUND	GENERAL FUND	NON-DEPARTMENTAL	24.00
		WINSTON NGAI	GYM PERMIT-REFUND 1/18/23	GENERAL FUND	NON-DEPARTMENTAL	126.00
				TOTAL:	485.00	
NORM'S AUTOMOTIVE CENTER, INC.		DODGE CHARGER BRAKE SRVC	GARAGE FUND	GARAGE	191.51	
				TOTAL:	191.51	
PAPER RECYCLING SPECIALISTS		SHREDDING SERVICES 12/21/2	GENERAL FUND	FINANCE	92.00	
				TOTAL:	92.00	
NIKOLAU ENTERPRISES, INC.		LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE FL NON -	DEPARTMENTAL	2,230.00	
				TOTAL:	2,230.00	
PENINSULA SEPTIC SERVICE, INC.		PUMP SEPTIC TANK CTINWD PR	GENERAL FUND	PARK MAINTENANCE	535.00	
				TOTAL:	535.00	
PETTY CASH		SHIPPING, POSTAGE,NAMEPLAT	GENERAL FUND	POLICE ADMINISTRATION	399.92	
		OC TRAINING MNGRS ASSOC	GENERAL FUND	COMMUNITY OUTREACH	30.00	
		GAS FUEL-DETECTIVE UNIT	GARAGE FUND	GARAGE	20.00	
				TOTAL:	449.92	
MCKENZIE RICKS		SUGAR COOKIE DECORATING	GENERAL FUND	SPECIAL CLASSES	663.00	
				TOTAL:	663.00	
CHERYL J. SCHNITZER		DANCE BEG/INT DROP IN 9/12	GENERAL FUND	SPECIAL CLASSES	39.00	
		DANCE BEG/INT DROP IN 9/19	GENERAL FUND	SPECIAL CLASSES	29.25	
				TOTAL:	68.25	
SEAL BEACH TOFFEE COMPANY		LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE FL NON -	DEPARTMENTAL	30.00	
				TOTAL:	30.00	
CAMILLA WRIGHT		LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL NON -	DEPARTMENTAL	120.00	
		LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL NON -	DEPARTMENTAL	500.00	

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	620.00
SONSRAY MACHINERY	EQUIPMENT MAINT-BOBCAT	GARAGE FUND	GARAGE	4,424.43
			TOTAL:	4,424.43
SPECTRUM SECURITY GROUP, LLC	MESSAGE BOARD EXTRA KEYS	GENERAL FUND	BUILDING MAINTENANCE	27.31
			TOTAL:	27.31
ST. OF CALIFORNIA DEPT. OF JUSTICE	FINGERPRINT APPS-NOV22	GENERAL FUND	NON-DEPARTMENTAL	128.00
			TOTAL:	128.00
COPPER BELLE INC.	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL NON -	DEPARTMENTAL	1,250.00
			TOTAL:	1,250.00
NANCY K. BOHL INCORPORATED	CONTRACT SERVICES-NOV22	GENERAL FUND	POLICE ADMINISTRATION	1,100.00
			TOTAL:	1,100.00
TIME WARNER CABLE	FIBER INTERNET JAN23	GENERAL FUND	ADMINISTRATION	1,734.00
	CABLE SERVICE DEC22	GENERAL FUND	ADMINISTRATION	70.60
	PD CABLE SRVC 12/2/22-1/1/	GENERAL FUND	COMMUNICATIONS TECHNOL	139.81
			TOTAL:	1,944.41
UNITED HOME REMODELING INC.	PD ELEC CAP OFFICE	GENERAL FUND	BUILDING MAINTENANCE	20,500.00
			TOTAL:	20,500.00
KEVIN LE	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL NON -	DEPARTMENTAL	1,120.00
			TOTAL:	1,120.00
MICHELE M. WILKOSZ	ADVANCE GUITAR DROP IN 9/1	GENERAL FUND	SPECIAL CLASSES	21.45
	ADVANCED GUITAR DROP IN 9/	GENERAL FUND	SPECIAL CLASSES	11.70
	ADVANCED GUITAR DROP IN 9/	GENERAL FUND	SPECIAL CLASSES	13.65
			TOTAL:	46.80
WOODRUFF, SPRADLIN & SMART	GENERAL ADVISORY NOV22	GENERAL FUND	CITY ATTORNEY	13,965.96
	LITIGATION SERVICES NOV22	GENERAL FUND	CITY ATTORNEY	67.80
	PROSECUTOR SERVICES NOV22	GENERAL FUND	CITY ATTORNEY	3,521.20
			TOTAL:	16,554.96
WORLD TRADE PRINTING COMPANY	DINE & DOUGH HOUSE SIGN	GENERAL FUND	NON-DEPARTMENTAL	16.31
	BROCHURE FOR REC ADM	GENERAL FUND	RECREATION ADMINISTRAT	10,140.94
			TOTAL:	10,157.25
THE YOUTH CENTER	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL NON -	DEPARTMENTAL	1,310.00
	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL NON -	DEPARTMENTAL	100.00
			TOTAL:	1,410.00

WARRANTS 1/11/2023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
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===== FUND TOTALS =====				
10	GENERAL FUND	348,953.43		
50	GARAGE FUND	5,729.26		
53	TECHNOLOGY REPLACEMENT	90,815.51		
56	AMERICAN RESCUE PLAN ACT	13,136.83		

	GRAND TOTAL:	458,635.03		

WARRANTS 1/26/2023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ADINSURE	WORKERS COMP CLAIN ADMIN 1 SELF INSURANCE TRU	INSURANCE		411.81
		TOTAL:		411.81
AGUSTIN DELGADO	CPR TRAINING MEAL REIMBURS	GENERAL FUND	PAIROL	32.32
		TOTAL:		32.32
ALL CITY MANAGEMENT SERVICES	CROSSING GUARDS OCT 2022	GENERAL FUND	TRAFFIC	4,723.13
	CROSSING GUARDS OCT 2022	GENERAL FUND	TRAFFIC	2,932.65
	CROSSING GUARDS OCT 2022	GENERAL FUND	TRAFFIC	5,865.30
		TOTAL:		13,521.07
ALLIANT INSURANCE SERVICES, INC.	ALLIANT INSURANCE SERVICES	GENERAL FUND	COMMUNITY SERVICES	1,361.00
		TOTAL:		1,361.00
ANIMAL PEST MANAGEMENT SERVICES	PEST CONTROL CITY PARKS	GENERAL FUND	PARK MAINTENANCE	490.00
		TOTAL:		490.00
BRENT ARNOLD	SEXUAL ASSAULT TRNG-MEAL R	GENERAL FUND	INVESTIGATION	93.33
		TOTAL:		93.33
CALLYO 2009 CORP	ANNUAL SUBSCRIPTION 2/23-2	GENERAL FUND	INVESTIGATION	2,553.61
		TOTAL:		2,553.61
CHARLES ABBOTT ASSOCIATES, INC.	WQMP REVIEW SERVICES NOV.	GENERAL FUND	NON-DEPARTMENTAL	507.50
	WQMP REVIEW SERVICES NOV.	GENERAL FUND	NON-DEPARTMENTAL	797.50
	COMMERCIAL INSPECT-NOV22	GENERAL FUND	NFDES	1,932.00
	WQMP REVIEW SERVICES NOV.	GENERAL FUND	NFDES	290.00
		TOTAL:		3,527.00
COSTAR REALTY INFORMATION, INC.	COSTAR REALT-SEPT 22	GENERAL FUND	ADMINISTRATION	750.00
	COSTAR REALTY-OCT22	GENERAL FUND	ADMINISTRATION	750.00
	COSTAR REALTY-NOV22	GENERAL FUND	ADMINISTRATION	750.00
	COSTAR REALTY DEC22	GENERAL FUND	ADMINISTRATION	750.00
		TOTAL:		3,000.00
CROSSTOWN ELECTRICAL & DATA, INC.	TRAFFIC SIGNAL MAIN DEC22	GENERAL FUND	STREET MAINTENANCE	1,470.00
		TOTAL:		1,470.00
DATA TICKET, INC.	DECEMBER 2022 CITES	GENERAL FUND	TRAFFIC	1,060.44
		TOTAL:		1,060.44
EBERHARD EQUIPMENT	PARK REHAB MAINTENANCE	GENERAL FUND	PARK MAINTENANCE	899.72
		TOTAL:		899.72
EcoFERT, INC.	FERTIGATION CITY PARKS-JAN	GENERAL FUND	PARK MAINTENANCE	630.00
		TOTAL:		630.00
ENTERPRISE FM TRUST	MONTHLY LEASE-JAN23	GARAGE FUND	GARAGE	6,978.07
		TOTAL:		6,978.07
INTEGRITY NEWSPAPER INC.	#125096RFP 2022-04 BLDG&SA	GENERAL FUND	COMMUNITY DEVEL ADMIN	220.00
	#125097 RFP 2022-23 ACS	GENERAL FUND	COMMUNITY DEVEL ADMIN	240.00
	#125098 RFP 2022-05 PROFOS	GENERAL FUND	COMMUNITY DEVEL ADMIN	300.00
		TOTAL:		760.00
THE FAMILY PLUMBER	CITY HALL MAINTENANCE	GENERAL FUND	BUILDING MAINTENANCE	1,644.00

WARRANTS 1/26/2023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	1,644.00
FB OF SOUTHERN CALIFORNIA LP	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL NON - DEPARTMENTAL		600.00
			TOTAL:	600.00
DEBORAH JACKOBS	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL NON - DEPARTMENTAL		740.00
			TOTAL:	740.00
FRONTIER COMMUNICATIONS	PHONE LINES-JAIL ALARMS	GENERAL FUND	COMMUNICATIONS TECHNOL	353.90
			TOTAL:	353.90
FUSCOE ENGINEERING	PROF SVCS OCT22 PEA REPORT	GENERAL FUND	NFDES	9,552.50
	PROF SVCS NOV22 PEA REPORT	GENERAL FUND	NFDES	659.00
			TOTAL:	10,211.50
GALLS / QUARTERMASTER	POLO FOR W.B.	GENERAL FUND	POLICE ADMINISTRATION	86.47
	UNIFORM FOR C.S.	GENERAL FUND	RECORDS	149.24
	UNIFORM FOR C.S.	GENERAL FUND	RECORDS	12.03
	UNIFORM FOR C.S.	GENERAL FUND	RECORDS	198.45
	UNIFORM FOR C.S.	GENERAL FUND	RECORDS	13.24
	UNIFORM FOR N.S.	GENERAL FUND	COMMUNITY OUTREACH	107.03
			TOTAL:	566.46
GANAHL LUMBER COMPANY	STREET MAINT. HOLIDAY SUPP	GENERAL FUND	STREET MAINTENANCE	21.29
	STREET MAINT HOLIDAY DECOR	GENERAL FUND	STREET MAINTENANCE	20.74
	HOLIDAY SUPPLY/STREET DECO	GENERAL FUND	STREET MAINTENANCE	87.41
	STREET MAINTENANCE	GENERAL FUND	STREET MAINTENANCE	20.28
	PARK MAINTENANCE SUPPLY	GENERAL FUND	PARK MAINTENANCE	18.89
	PARK MAINTENANCE SUPPLIES	GENERAL FUND	PARK MAINTENANCE	13.42
	PD BUILDING MAINTENANCE	GENERAL FUND	BUILDING MAINTENANCE	13.77
	P.D. BUILDING SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	168.23
	BUILDIN MAINTENANCE	GENERAL FUND	BUILDING MAINTENANCE	18.98
	BUILDING MAINTENANCE	GENERAL FUND	BUILDING MAINTENANCE	3.05
	COMM/CENTER REPAIRS	GENERAL FUND	BUILDING MAINTENANCE	12.54
	PD BUILDING MAINTENANCE	GENERAL FUND	BUILDING MAINTENANCE	7.09
	BUILDING MAINTENANCE	GENERAL FUND	BUILDING MAINTENANCE	87.09
			TOTAL:	492.78
GOLDEN STATE WATER COMPANY	GOLDEN STATE WATER COMPANY	GENERAL FUND	STREET MAINTENANCE	3,565.57
	GOLDEN STATE WATER COMPANY	GENERAL FUND	PARK MAINTENANCE	3,478.21
	GOLDEN STATE WATER COMPANY	GENERAL FUND	BUILDING MAINTENANCE	732.61
			TOTAL:	7,776.39
GRATEFUL HEARTS STOREHOUSE, INC.	FREEZER FOR PD EVIDENCE	GENERAL FUND	COMMUNITY DEVEL ADMIN	4,000.00
	FREEZER FOR PD EVIDENCE	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,000.00
			TOTAL:	5,000.00
HORTENCIAS ORANGE COUNTY INC	LOS AL BUCKS REIMBURSEMENT	AMERICAN RESCUE PL NON - DEPARTMENTAL		570.00
			TOTAL:	570.00
PACIFIC SECURED EQUITIES, INC.	WC TPA SRVC - JAN 2023	SELF INSURANCE TRU INSURANCE		1,153.13
			TOTAL:	1,153.13
KESTER CORPORATION	MAINT.EQUIPMENT	GENERAL FUND	PARK MAINTENANCE	71.97
			TOTAL:	71.97

WARRANTS 1/26/2023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
KONICA MINOLTA PREMIER	COPIER LEASE 1/20-2/19/23	GENERAL FUND	FINANCE	576.46
	COPIER LEASE 1/20-2/19/23	GENERAL FUND	FINANCE	472.00
			TOTAL:	1,048.46
JOSE MARTINEZ DBA LA HERRADURA MOBIL D	CAR WASH FOR PD	GARAGE FUND	GARAGE	630.00
			TOTAL:	630.00
LAURA COLE	MONTHLY CONTRACT FEE - JAN	GENERAL FUND	NON-DEPARTMENTAL	3,000.00
			TOTAL:	3,000.00
LIEBERT CASSIDY WHITMORE	GENERAL COUNCIL FEES	GENERAL FUND	NON-DEPARTMENTAL	664.00
			TOTAL:	664.00
MEMORIAL CARE SELECT HEALTH PLAN	MEMORIAL CARE SELECT HEALT	GENERAL FUND	NON-DEPARTMENTAL	1,213.00
			TOTAL:	1,213.00
MISC. VENDOR MARIA VERONICA ENCISO INTERNAL REVENUE SERVI	MARIA VERONICA ENCISO:MILE	GENERAL FUND	COMMUNITY DEVEL ADMIN	20.71
	941-EMPLOYER FED TAX-4QTR	POOL CLEARING FUND	NON-DEPARTMENTAL	686.19
			TOTAL:	706.90
MV CHENG ASSOCIATES, INC.	MV CHENG ASSOCIATES, INC.	GENERAL FUND	FINANCE	14,540.00
			TOTAL:	14,540.00
NATIONAL AUTO FLEET GROUP	VEH PURCHASE FORD TIRE FEE	GARAGE FUND	GARAGE	636.44
	FORD F250	GARAGE FUND	GARAGE	39,846.17
			TOTAL:	40,481.61
NORM'S AUTOMOTIVE CENTER, INC.	2013 DODGE SMOG INSPECTION	GARAGE FUND	GARAGE	45.00
	2013 CHEVY SILVERADO SMOG	GARAGE FUND	GARAGE	45.00
	2017 DODGE SMOG CHECK	GARAGE FUND	GARAGE	45.00
	2012 FORD F250 SMOG CHECK	GARAGE FUND	GARAGE	49.50
	1999 CHEVY PICKUP SMOG CHE	GARAGE FUND	GARAGE	59.50
	2017 DODGE DURANGO SMOG CH	GARAGE FUND	GARAGE	99.95
	2009 FORD F350 SMOG CHECK	GARAGE FUND	GARAGE	49.50
	2018 CHEVY TAHOE SMOG CHEC	GARAGE FUND	GARAGE	45.00
	2004 FORD F450 SMOG CHECK	GARAGE FUND	GARAGE	49.50
	2016 DODGE CHARGER SMOG CH	GARAGE FUND	GARAGE	142.09
	2018 CHEVY REPLACE STARTE	GARAGE FUND	GARAGE	367.39
	2021 DODGE OIL, TIRES, INS	GARAGE FUND	GARAGE	423.08
			TOTAL:	1,420.51
NORTH STAR LAND CARE	LANDSCAPE MAINT-DEC22	GENERAL FUND	PARK MAINTENANCE	7,079.66
	LANDSCAPE MAINT-DEC22	GENERAL FUND	PARK MAINTENANCE	2,426.00
			TOTAL:	9,505.66
ORANGE COUNTY CHRYSLER JEEP DODGE RAM	2021 DODGE CHARGER VIN#590	GARAGE FUND	GARAGE	1,020.00
			TOTAL:	1,020.00
ORANGE COUNTY TREASURER-TAX COLLECTOR	NFDES COST SHARE FY 2022-2	GENERAL FUND	NFDES	18,852.92
			TOTAL:	18,852.92
ORKIN SERVICES OF CALIFORNIA, INC.	BLDG MAINTENANCE DEC 2022	GENERAL FUND	BUILDING MAINTENANCE	120.00
			TOTAL:	120.00
OUR LOS AL	MANAGEMENT SVCS - DEC 2022	GENERAL FUND	CITY COUNCIL	416.67
	MANAGEMENT SVCS - JAN 2023	GENERAL FUND	CITY COUNCIL	416.67

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	MANAGEMENT SVCS - DEC 2022	GENERAL FUND	LOS ALAMITOS TV	833.33
	MANAGEMENT SVCS - JAN 2023	GENERAL FUND	LOS ALAMITOS TV	833.33
	MANAGEMENT SVCS - DEC 2022	LOS ALAMITOS TV	LOS ALAMITOS TV	833.33
	MANAGEMENT SVCS - JAN 2023	LOS ALAMITOS TV	LOS ALAMITOS TV	833.33
	COUNCIL MEETING JUL22-DEC2	LOS ALAMITOS TV	LOS ALAMITOS TV	1,290.00
	PLANNING COM MTNG JUL22-DE	LOS ALAMITOS TV	LOS ALAMITOS TV	1,140.00
			TOTAL:	6,596.66
PACIFIC TELEMAGEMENT SERVICES	ED PAY PHONE JANUARY	GENERAL FUND	COMMUNICATIONS TECHNOL	43.00
			TOTAL:	43.00
PENINSULA SEPTIC SERVICE, INC.	PENINSULA SEPTIC SERVICE,	GENERAL FUND	PARK MAINTENANCE	535.00
			TOTAL:	535.00
QUADIENT FINANCE USA, INC	POSTAGE	GENERAL FUND	FINANCE	1,250.00
	POSTAGE METER LABELS	GENERAL FUND	FINANCE	43.59
			TOTAL:	1,293.59
R.J. NOBLE COMPANY	RETENTION	GENERAL FUND	NON-DEPARTMENTAL	15,802.33-
	STREET IMPROVEMENTS-MEAS Y	GENERAL FUND	CAPITAL PROJECTS	331,848.94
			TOTAL:	316,046.61
MULTI SERVICE TECHNOLOGY SOLUTIONS, IN	SHOE PURCHASES	GENERAL FUND	PARK MAINTENANCE	300.00
			TOTAL:	300.00
REDFLEX TRAFFIC SYSTEMS, INC.	DEC 22	GENERAL FUND	TRAFFIC	10,502.16
			TOTAL:	10,502.16
SC FUELS	GASOLINE BARRELS IN YARD	GARAGE FUND	GARAGE	3,030.08
			TOTAL:	3,030.08
MCLEAN ENTERPRISES, INC.	REGULAR ENVELOFES	GENERAL FUND	POLICE ADMINISTRATION	211.84
	MCLEAN ENTERPRISES, INC.	GENERAL FUND	PATROL	292.05-
	REGULAR ENVELOFES	GENERAL FUND	PATROL	122.31
	BUSINESS CARDS FOR AD, JB,	GENERAL FUND	PATROL	262.89
	BUSINESS CARDS-DL	GENERAL FUND	PATROL	87.63
	BUSINESS CARDS FOR ED	GENERAL FUND	PATROL	88.71
	BUSINESS CARDS FOR MM	GENERAL FUND	COMMUNITY DEVEL ADMIN	51.43
			TOTAL:	532.76
SPARKLETT'S DRINKING WATER	SPARKLETT'S DRINKING WATER	GENERAL FUND	BUILDING MAINTENANCE	182.03
			TOTAL:	182.03
SPECTRUM SECURITY GROUP, LLC	STREET MAINT-DUPLICATE KEY	GENERAL FUND	STREET MAINTENANCE	25.40
	PARK MAINTENANCE	GENERAL FUND	PARK MAINTENANCE	145.30
			TOTAL:	170.70
SPOT LIGHTING SUPPLIES, INC.	BUILD MAINT-COMMUNITY CNTR	GENERAL FUND	BUILDING MAINTENANCE	362.04
	LIGHT-COMMUNITY CENTER	GENERAL FUND	BUILDING MAINTENANCE	103.44
			TOTAL:	465.48
ST. OF CALIFORNIA DEPT. OF JUSTICE	DEC22-1 FINGERPRINT APP	GENERAL FUND	NON-DEPARTMENTAL	32.00
			TOTAL:	32.00
WEST PUBLISHING CORPORATION	DETECTIVES SOFTWARE:DEC22	GENERAL FUND	INVESTIGATION	313.27
			TOTAL:	313.27

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
TIME WARNER CABLE	CABLE SERVICE 1/16-2/15/23	GENERAL FUND	ADMINISTRATION	70.60
	CABLE SERVICES 1/7-2/6/23	GENERAL FUND	ADMINISTRATION	39.99
	C.H. PHONE 12/28/22-1/27/23	GENERAL FUND	LOS ALAMITOS TV	486.77
	PD CABLE SRVC 1/2/23-2/1/23	GENERAL FUND	COMMUNICATIONS TECHNOL	139.81
			TOTAL:	737.17
U.S. BANK	DINE N DOUGH HOUSE	GENERAL FUND	NON-DEPARTMENTAL	9.98
	DINE N DOUGH HOUSE	GENERAL FUND	NON-DEPARTMENTAL	29.94
	DINE N DOUGH HOUSE	GENERAL FUND	NON-DEPARTMENTAL	32.76
	OFFICE SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	33.00
	DINE N DOUGH HOUSE	GENERAL FUND	NON-DEPARTMENTAL	162.71
	DINE N DOUGH HOUSE	GENERAL FUND	NON-DEPARTMENTAL	17.97
	DINE N DOUGH HOUSE	GENERAL FUND	NON-DEPARTMENTAL	50.69
	DINE IN & DOUGH HOUSE	GENERAL FUND	NON-DEPARTMENTAL	75.32
	DINE IN & DOUGH HOUSE	GENERAL FUND	NON-DEPARTMENTAL	28.61
	DINE N DOUGH SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	171.40
	DINE N DOUGH SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	114.19
	DINE N DOUGH SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	53.96
	DINE N DOUGH SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	135.57
	DINE IN & DOUGH HOUSE LUNC	GENERAL FUND	NON-DEPARTMENTAL	16.47
	DINE IN & DOUGH HOUSE LUNC	GENERAL FUND	NON-DEPARTMENTAL	92.97
	DINE IN & DOUGH HOUSE LUNC	GENERAL FUND	NON-DEPARTMENTAL	23.96
	SENIOR RESOURCE BINDER	GENERAL FUND	NON-DEPARTMENTAL	27.30
	SENIOR VOLUNTEERS	GENERAL FUND	NON-DEPARTMENTAL	16.30
	SENIOR VOLUNTEERS	GENERAL FUND	NON-DEPARTMENTAL	180.00
	COUNCIL MEMBER ACADEMY	GENERAL FUND	CITY COUNCIL	625.00
	TRAVEL RESERVATION	GENERAL FUND	CITY COUNCIL	56.50
	TRAVEL FLIGHT	GENERAL FUND	CITY COUNCIL	158.64
	TRAVEL RESERVATION	GENERAL FUND	CITY COUNCIL	297.00
	ANNUAL CONFERENCE-EXPO	GENERAL FUND	CITY COUNCIL	10.00
	COUNCIL MEETING FOOD	GENERAL FUND	CITY COUNCIL	85.22
	CHAMBER BREAKFAST-MURPHY	GENERAL FUND	CITY COUNCIL	35.00
	FLIGHT-LOCC CONFERENCE	GENERAL FUND	CITY COUNCIL	167.96
	12/19 COUNCIL MEETING SUPP	GENERAL FUND	CITY COUNCIL	69.33
	COUNCIL PICTURE PRINTS	GENERAL FUND	CITY COUNCIL	30.96
	COUNCIL NAME PLATES/BADGES	GENERAL FUND	CITY COUNCIL	535.32
	EMPLOYEE ID CARDS	GENERAL FUND	CITY COUNCIL	100.00
	ADOBE SUBSCRIPTION	GENERAL FUND	ADMINISTRATION	52.58
	PATCHES	GENERAL FUND	ADMINISTRATION	314.00
	TONER	GENERAL FUND	ADMINISTRATION	470.82
	FASTENER FILE FOLDERS	GENERAL FUND	ADMINISTRATION	80.29
	COVID-19 RAPID TESTS	GENERAL FUND	ADMINISTRATION	196.62
	INKING DATE STAMP	GENERAL FUND	ADMINISTRATION	44.04
	FLASH DRIVES	GENERAL FUND	ADMINISTRATION	36.04
	OFFICE SUPPLY-WALL CALENDAR	GENERAL FUND	ADMINISTRATION	32.65
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	19.78
	REMARKABLE-SUPPLIES	GENERAL FUND	ADMINISTRATION	770.22
	PANEL LUNCH	GENERAL FUND	FINANCE	75.04
	POSTAGE	GENERAL FUND	FINANCE	27.90
	OFFICE SUPPLIES	GENERAL FUND	FINANCE	29.07
	OC TOLL ROADS	GENERAL FUND	POLICE ADMINISTRATION	53.65
	HOTEL FOR TRAINING	GENERAL FUND	POLICE ADMINISTRATION	140.25
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	34.20
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	27.44
	TRAINING MEAL	GENERAL FUND	POLICE ADMINISTRATION	20.08
	PELOTON-SUBSCRIPTION	GENERAL FUND	POLICE ADMINISTRATION	44.00

WARRANTS 1/26/2023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	EMPLOYEE PLAQUE	GENERAL FUND	POLICE ADMINISTRATION	278.00
	2023 PC/VC BOOKS	GENERAL FUND	PATROL	120.64
	UCR-POLICE TRAINING CLASS	GENERAL FUND	PATROL	181.00
	OFFICE SUPPLIES	GENERAL FUND	PATROL	39.81
	OFFICE SUPPLIES	GENERAL FUND	PATROL	18.47
	PAC SET BATTERIES	GENERAL FUND	PATROL	228.33
	PD CAR WASHES	GENERAL FUND	PATROL	780.80
	SWAT GEAR	GENERAL FUND	PATROL	221.59
	PD CAR WASHES	GENERAL FUND	PATROL	408.80
	PERISHABLE SKILLS TRAINING	GENERAL FUND	PATROL	525.00
	PERISHABLE SKILLS TRAINING	GENERAL FUND	PATROL	20.00
	CSULB FTO TRAINING COURSE	GENERAL FUND	PATROL	454.00
	CSULB PROCESSING FEE	GENERAL FUND	PATROL	12.03
	PERISHABLE SKILLS TRAINING	GENERAL FUND	PATROL	100.00
	MONTHLY SUBSCRIPTION	GENERAL FUND	INVESTIGATION	25.95
	TONER-DETECTIVES PRINTER	GENERAL FUND	INVESTIGATION	158.40
	RECORDS TRAINING	GENERAL FUND	RECORDS	195.00
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	10.59
	MONTHLY SUBSCRIPTION-MSFT	GENERAL FUND	RECORDS	8.70
	ASI DRILL SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	74.54
	ASI DRILL SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	400.00
	PEER SUPPORT SUPPLIES-RSO	GENERAL FUND	COMMUNITY OUTREACH	437.88
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	179.64
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	132.79
	WINTER WONDER LAND SUPPLIE	GENERAL FUND	COMMUNITY OUTREACH	63.30-
	WINTER WONDER LAND SUPPLIE	GENERAL FUND	COMMUNITY OUTREACH	36.75-
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	42.32-
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	12.92-
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	12.92-
	CHILD RIDE-ALONG	GENERAL FUND	COMMUNITY OUTREACH	35.03
	SRO TRAINING CLASS	GENERAL FUND	YOUTH SERVICES	385.00
	HOLIDAY CARDS 2022	GENERAL FUND	COMMUNITY DEVEL ADMIN	282.52
	COMMDEV SUPPLIES-NOV22	GENERAL FUND	COMMUNITY DEVEL ADMIN	252.34
	YOUTUBE TV-NOV22	GENERAL FUND	COMMUNITY DEVEL ADMIN	64.99
	HOLIDAY CARD STAMPS	GENERAL FUND	COMMUNITY DEVEL ADMIN	96.00
	CITY HALL HOLIDAY TREES	GENERAL FUND	COMMUNITY DEVEL ADMIN	402.04
	PICTURE LABELS-CONFERENCE	GENERAL FUND	COMMUNITY DEVEL ADMIN	35.33
	CEAOC TICKET-CITY ENGINEER	GENERAL FUND	COMMUNITY DEVEL ADMIN	50.00
	OFFICE SUPPLIES-PENS	GENERAL FUND	COMMUNITY DEVEL ADMIN	6.07
	OFFICE SUPPLIES-INK	GENERAL FUND	COMMUNITY DEVEL ADMIN	109.02
	OFFICE SUPPLIES-INK	GENERAL FUND	COMMUNITY DEVEL ADMIN	63.12
	OFFICE SUPPLIES-MOUSE PADS	GENERAL FUND	COMMUNITY DEVEL ADMIN	16.35
	OFFICE SUPPLIES-INK	GENERAL FUND	COMMUNITY DEVEL ADMIN	111.38
	OFFICE SUPPLIES-INK	GENERAL FUND	COMMUNITY DEVEL ADMIN	65.54
	OFFICE SUPPLIES-PRINTER HP	GENERAL FUND	COMMUNITY DEVEL ADMIN	185.71
	COFFEE SUPPLIES-FW DEPT	GENERAL FUND	COMMUNITY DEVEL ADMIN	13.81
	COFFEE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	37.91
	COFFEE MAKER-FW DEPT	GENERAL FUND	COMMUNITY DEVEL ADMIN	117.42
	OFFICE SUPPLIES-INK	GENERAL FUND	COMMUNITY DEVEL ADMIN	125.05
	CALED MEMBERSHIP	GENERAL FUND	COMMUNITY DEVEL ADMIN	350.00
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	65.70
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	33.43
	WINTER WONDERLAND BOOTH	GENERAL FUND	COMMUNITY DEVEL ADMIN	30.56
	WINTER WONDERLAND BOOTH	GENERAL FUND	COMMUNITY DEVEL ADMIN	76.40
	TREE MEMORIAL PLAQUES	GENERAL FUND	COMMUNITY DEVEL ADMIN	582.29
	MATRIX IMAGING-FILE SCANNI	GENERAL FUND	PLANNING	2,000.00

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	WORK SHIRT-R.HILL	GENERAL FUND	NEIGHBORHOOD PRESERVAT	44.63
	BADGES SEALS-CODE ENFORCMN	GENERAL FUND	NEIGHBORHOOD PRESERVAT	303.81
	PW STREET BOOKS	GENERAL FUND	STREET MAINTENANCE	206.95
	MESSAGE BOARD KEYS	GENERAL FUND	STREET MAINTENANCE	48.90
	HOLIDAY DECOR-CITY HALL	GENERAL FUND	STREET MAINTENANCE	242.53
	HOLIDAY DECOR-CITY HALL	GENERAL FUND	STREET MAINTENANCE	307.49
	HOLIDAY DECOR-CITY HALL	GENERAL FUND	STREET MAINTENANCE	347.85
	HOLIDAY DECOR-CITY HALL	GENERAL FUND	STREET MAINTENANCE	193.14
	HOLIDAY DECOR RETURNED	GENERAL FUND	STREET MAINTENANCE	347.85-
	SWING CHAINS-STERNS PARK	GENERAL FUND	PARK MAINTENANCE	78.26
	ANGLE-TRAILER TIRES	GENERAL FUND	PARK MAINTENANCE	64.43
	SHOVEL HANDLES & PUSH BROO	GENERAL FUND	PARK MAINTENANCE	40.88
	PRESSURE WASHER PARTS	GENERAL FUND	PARK MAINTENANCE	88.62
	BUILDING SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	398.86
	BUILDING SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	14.15
	BUILDING SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	27.29
	BUILDING SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	64.22
	BUILDING SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	63.76
	BUILDING SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	52.93
	BUILDING SUPPLIES-SIGNS	GENERAL FUND	BUILDING MAINTENANCE	89.92
	BUILDING SUPPLIES-SIGNS	GENERAL FUND	BUILDING MAINTENANCE	26.74
	BUILDING MAINT-SIGNS	GENERAL FUND	BUILDING MAINTENANCE	59.76
	COMMUNITY CNTR STOVE HOOD	GENERAL FUND	BUILDING MAINTENANCE	495.00
	BUILDING MAINT-BUG SPRAY	GENERAL FUND	BUILDING MAINTENANCE	38.23
	RESTROOM TILE-ADA TOILET	GENERAL FUND	BUILDING MAINTENANCE	174.75
	PD GATE CONTROLLER	GENERAL FUND	BUILDING MAINTENANCE	365.00
	GYM EQUIPMENT	GENERAL FUND	BUILDING MAINTENANCE	163.86
	COMM. CNTR BATHROOM FANS	GENERAL FUND	BUILDING MAINTENANCE	273.03
	CALED MEMBERSHIP	GENERAL FUND	ECONOMIC DEVELOPMENT	100.00
	CA PARK & REC SOC MEMBERSH	GENERAL FUND	RECREATION ADMINISTRAT	145.00
	CA PARK & REC SOC MEMBERSH	GENERAL FUND	RECREATION ADMINISTRAT	145.00
	CA PARK & REC SOC MEMBERSH	GENERAL FUND	RECREATION ADMINISTRAT	145.00
	CA PARK & REC SOC MEMBERSH	GENERAL FUND	RECREATION ADMINISTRAT	145.00
	DIRECT TV EOC	GENERAL FUND	RECREATION ADMINISTRAT	58.99
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	11.56
	OFFICE SUPPLIES-POSTAGE	GENERAL FUND	RECREATION ADMINISTRAT	180.00
	OFFICE SUPPLIES-STAR PLAQU	GENERAL FUND	RECREATION ADMINISTRAT	12.93
	OFFICE LOBBY DECOR	GENERAL FUND	RECREATION ADMINISTRAT	32.63
	OFFICE SPACE HEATER	GENERAL FUND	RECREATION ADMINISTRAT	29.49
	OFFICE SUPPLIES-HOLIDAY DE	GENERAL FUND	RECREATION ADMINISTRAT	28.39
	OFFICE SUPPLIES-TAPE	GENERAL FUND	RECREATION ADMINISTRAT	26.06
	ADOBE SUBSCRIPTION	GENERAL FUND	RECREATION ADMINISTRAT	14.99
	CELEBRATION PINS FOR STAFF	GENERAL FUND	RECREATION ADMINISTRAT	111.68
	WINTER STAFF TRAINING DINN	GENERAL FUND	RECREATION ADMINISTRAT	525.25
	AMAZON PRIME MEMBERSHIP	GENERAL FUND	RECREATION ADMINISTRAT	16.38
	COMMUNITY CENTER XMAS TREE	GENERAL FUND	RECREATION ADMINISTRAT	216.09
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	28.13
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	8.73
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	52.41
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	180.19
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	52.38
	LOBBY CHRISTMAS TREE	GENERAL FUND	RECREATION ADMINISTRAT	151.86
	OFFICE CARDS	GENERAL FUND	RECREATION ADMINISTRAT	9.37
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	25.00
	TRAVEL & TRAINING	GENERAL FUND	RECREATION ADMINISTRAT	200.00
	ADOBE SUBSCRIPTION	GENERAL FUND	RECREATION ADMINISTRAT	14.99

WARRANTS 1/26/2023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	MARKETING-CONSTANT CONTACT	GENERAL FUND	RECREATION ADMINISTRAT	2,670.73
	CHRISTMAS CARDS	GENERAL FUND	RECREATION ADMINISTRAT	265.46
	APPLE STORAGE-SUBSCRIPTION	GENERAL FUND	RECREATION ADMINISTRAT	9.99
	ADOBE SUBSCRIPTION	GENERAL FUND	RECREATION ADMINISTRAT	29.99
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	40.47
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	159.40
	WINTER CAMP SUPPLIES	GENERAL FUND	DAY CAMP	27.30
	WINTER CAMP SUPPLIES	GENERAL FUND	DAY CAMP	19.64
	WINTER CAMP SUPPLIES	GENERAL FUND	DAY CAMP	141.71
	WINTER CAMP SUPPLIES	GENERAL FUND	DAY CAMP	71.00
	WINTER CAMP SUPPLIES	GENERAL FUND	DAY CAMP	38.01
	WINTER CAMP SUPPLIES	GENERAL FUND	DAY CAMP	19.65
	WINTER CAMP-EVENT SUPPLIES	GENERAL FUND	DAY CAMP	17.94
	CAMP-FREE PLAY GAME SUPPLI	GENERAL FUND	DAY CAMP	32.46
	YOUTH VOLLEYBALL-CONTEST	GENERAL FUND	SPORTS	204.15
	YOUTH VOLLEYBALL-CONTEST	GENERAL FUND	SPORTS	52.38
	YOUTH VOLLEYBALL-CONTEST	GENERAL FUND	SPORTS	36.54
	ADULT SOCCER FIELD RENTAL	GENERAL FUND	SPORTS	737.69
	SOCCER CHAMPION TEAM PRIZE	GENERAL FUND	SPORTS	350.00
	SOCCER CHAMPION TEAM PRIZE	GENERAL FUND	SPORTS	353.50
	FIELD RENTAL WINTER-SPRING	GENERAL FUND	SPORTS	324.64
	PRESCHOOL T-SHIRTS	GENERAL FUND	SPECIAL CLASSES	470.93
	REPLACEMENT WHEELS-CHAIR	GENERAL FUND	SPECIAL CLASSES	19.64
	TOY DRIVE	GENERAL FUND	SPECIAL EVENTS	363.91
	SPECIAL EVENT DRY CLEANING	GENERAL FUND	SPECIAL EVENTS	71.00
	SPECIAL EVENT DRY CLEANING	GENERAL FUND	SPECIAL EVENTS	104.00
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	SPECIAL EVENTS	197.52
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	SPECIAL EVENTS	17.85
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	SPECIAL EVENTS	31.89
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	SPECIAL EVENTS	7.52
	WINTR WNDRLND PAPER-RIBBON	GENERAL FUND	SPECIAL EVENTS	108.96
	WINTR WNDRLND STAFF WATER	GENERAL FUND	SPECIAL EVENTS	107.94
	WINTR WNDRLND STAFF LUNCH	GENERAL FUND	SPECIAL EVENTS	70.95
	HOLIDAY DECORATION TINSEL	GENERAL FUND	SPECIAL EVENTS	76.92
	SNOWFLAKE DANCE DECORATION	GENERAL FUND	SPECIAL EVENTS	67.70
	SNOWFLAKE DANCE DECORATION	GENERAL FUND	SPECIAL EVENTS	12.01
	SNOWFLAKE DANCE CRAFTS	GENERAL FUND	SPECIAL EVENTS	18.31
	SNOWFLAKE DANCE-FAMILY GAM	GENERAL FUND	SPECIAL EVENTS	46.76
	SNOWFLAKE DANCE RAFFLE ITE	GENERAL FUND	SPECIAL EVENTS	32.75
	SNOWFLAKE DANCE FOOD	GENERAL FUND	SPECIAL EVENTS	130.05
	SNOWFLAKE DANCE FACE PAINT	GENERAL FUND	SPECIAL EVENTS	13.10
	SNOWFLAKE DANCE DECORATION	GENERAL FUND	SPECIAL EVENTS	22.44
	HOLIDAY DECORATIONS	GENERAL FUND	SPECIAL EVENTS	29.10
	SNOWFLAKE DANCE GOODY BAGS	GENERAL FUND	SPECIAL EVENTS	139.88
	HOLIDAY DECORATIONS-FOOD	GENERAL FUND	SPECIAL EVENTS	70.79
	SNOWFLAKE DANCE FOOD	GENERAL FUND	SPECIAL EVENTS	41.94
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	SPECIAL EVENTS	44.78
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	SPECIAL EVENTS	2,500.00
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	SPECIAL EVENTS	2,500.00
	ELEVATE WOMEN'S MEET UPS	GENERAL FUND	SPECIAL EVENTS	398.40
	ELEVATE WOMEN'S MEET UPS	GENERAL FUND	SPECIAL EVENTS	300.00
	PW TRUCKS FUEL CLEANER	GARAGE FUND	GARAGE	83.01
	ONSTAR PD TAHOE	GARAGE FUND	GARAGE	15.00
	ONSTAR-PW CHEVY COLORADO	GARAGE FUND	GARAGE	34.99
	VEHICLE HITCH-TOYOTA TACOM	GARAGE FUND	GARAGE	432.41
	VEHICLE HITCH-FORD F150	GARAGE FUND	GARAGE	261.14

WARRANTS 1/26/2023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	RETURN OF FRIDGE	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	1,164.58-
	CHAMBER BREAKFAST	AMERICAN RESCUE	PL NON - DEPARTMENTAL	35.00
	ARPA DECORATION CONTEST	AMERICAN RESCUE	PL NON - DEPARTMENTAL	5.44
	ARPA DECORATION CONTEST	AMERICAN RESCUE	PL NON - DEPARTMENTAL	2.72
	CONCERT SHARE CLASS	AMERICAN RESCUE	PL NON - DEPARTMENTAL	15.00
	CONCERT SHARE CLASS FEE	AMERICAN RESCUE	PL NON - DEPARTMENTAL	0.38
	TOTAL:			36,287.70
UNDERGROUND SERVICE ALERT OF SO CAL	TICKET CHARGES-DATABASE FE	GENERAL FUND	STREET MAINTENANCE	38.00
	TOTAL:			38.00
USA WASTE OF CALIFORNIA, INC.	EMPTY STEEL DMS/PICK UP WA	GARAGE FUND	GARAGE	502.15
	TOTAL:			502.15
VERITONE, INC	FD RIPA APP 12/30/23-12/19	GENERAL FUND	POLICE ADMINISTRATION	2,100.00
	TOTAL:			2,100.00
VERIZON WIRELESS	MDC 1-8	GENERAL FUND	PATROL	306.10
	PD JETPACK 1 & 2	GENERAL FUND	PATROL	76.02
	OFFICERS CELLPHONE	GENERAL FUND	PATROL	855.49
	MOBILE ID READERS	GENERAL FUND	PATROL	121.26
	DETECTIVE CELL PHONE	GENERAL FUND	INVESTIGATION	121.26
	CLO MONTHLY CELLPHONE CHAR	GENERAL FUND	COMMUNITY OUTREACH	40.42
	TOTAL:			1,520.55
VOYAGER FLEET SYSTEMS, INC.	TAX ADJUSTMENT.	GARAGE FUND	GARAGE	8,494.47
	TAX ADJUSTMENT.	GARAGE FUND	GARAGE	333.07-
	TOTAL:			8,161.40
WAXIE'S ENTERPRISES INC.	BUILD MAINT-DOG WASTE BAGS	GENERAL FUND	BUILDING MAINTENANCE	548.54
	TOTAL:			548.54
WEST COAST ARBORISTS, INC.	CREW RENTAL-PRUNING 12/15	GENERAL FUND	PARK MAINTENANCE	376.00
	MEASURE M		CAPITAL PROJECTS	23,688.00
	TOTAL:			24,064.00
WEX HEALTH, INC.	FLEX ADMIN SERVICES-JUL22	GENERAL FUND	FINANCE	64.00
	FLEX ADMIN SERVICES-OCT22	GENERAL FUND	FINANCE	63.00
	FLEX ADMIN SERVICES-NOV22	GENERAL FUND	FINANCE	63.00
	FLEX ADMIN SERVICES-DEC22	GENERAL FUND	FINANCE	63.00
	REFUNDING BALANCE	GENERAL FUND	FINANCE	10,000.00
	TOTAL:			10,243.00
WILLDAN ENGINEERING	INTERIM FW MANAGER-OCT22	GENERAL FUND	CITY ENGINEER	9,075.00
	CITY ENGINEER	GENERAL FUND	CITY ENGINEER	4,800.00
	PLAN CHECKING	GENERAL FUND	CITY ENGINEER	25,311.00
	TRAFFIC ENGINEER-OCT22	GENERAL FUND	CITY ENGINEER	1,400.00
	TRAFFIC PLAN CHECK	GENERAL FUND	CITY ENGINEER	440.00
	2021-22 STREET IMPROVEMENT	GENERAL FUND	CAPITAL PROJECTS	7,863.00
	NEW DUTCH HAVEN	GAS TAX	CAPITAL PROJECTS	600.00
	BLOOMFIELD PMRF	GAS TAX	CAPITAL PROJECTS	3,137.00
	PROF SRVCS-BLOOMFIELD PMRF	GAS TAX	CAPITAL PROJECTS	1,026.00
	PROF SRVCS-LATV BUILDING	BUILDING IMPROVEME	CAPITAL PROJECTS	12,101.50
	PAVEMENT MANAGEMENT PLAN	MEASURE M	CAPITAL PROJECTS	5,667.50
	TOTAL:			71,421.00

WARRANTS 1/26/2023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
WOODRUFF, SPADLIN & SMART	WOODRUFF, SPADLIN & SMART	GENERAL FUND	CITY ATTORNEY	22,383.51
	WOODRUFF, SPADLIN & SMART	GENERAL FUND	CITY ATTORNEY	5,107.87
			TOTAL:	27,491.38
WORLD TRADE PRINTING COMPANY	GIANT PRESENTATION CHECKS	GENERAL FUND	POLICE ADMINISTRATION	163.13
	WINTER WONDERLAND BANNERS	GENERAL FUND	SPECIAL EVENTS	282.75
			TOTAL:	445.88

===== FUND TOTALS =====		
10	GENERAL FUND	566,353.55
20	GAS TAX	4,763.00
25	BUILDING IMPROVEMENT	12,101.50
26	MEASURE M	29,355.50
28	LOS ALAMITOS TV	4,096.66
50	GARAGE FUND	63,050.37
53	TECHNOLOGY REPLACEMENT	1,164.58CR
54	SELF INSURANCE TRUST	1,564.94
56	AMERICAN RESCUE PLAN ACT	1,968.54
99	POOL CLEARING FUND	686.19
GRAND TOTAL:		682,775.67

Retirees Medical Reimbursement

Date: January 01, 2023

Number of Transactions: 16

Total Batch: \$9,319.37

Payroll 1/06/2023

-----DEPARTMENT RECAP-----									
DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	DEDUCTIONS	TAXES	NET	
10-510 City Council	1,107.94	1107.84	0.00	0.00	0.00	63.68	16.08	1028.08	
10-511 City Manager/ City Clerk	19,341.20	6,380.31	0.00	6,380.31	6,580.58	2,760.28	3,323.65	13,257.27	
10-512 Finance	8,869.27	3,208.20	104.07	3208.20	2,348.80	713.40	1023.56	7,132.31	
10-521 Police Administration	23,391.40	10,634.02	0.00	6,810.38	5,947.00	3,176.35	4,633.39	15,581.62	
10-522 Police- Patrol	75,316.52	48,497.00	7,632.46	6,634.90	12,552.16	12,688.98	10,186.41	52,441.13	
10-523 Police- Investigation	14,439.89	10,335.20	1,104.90	1,958.07	1,040.92	3,759.50	1,675.54	9,004.85	
10-524 Police- Records	8,789.57	4,030.84	0.00	1100.69	3,658.04	577.18	1,184.30	7,028.09	
10-526 Police- Community Outreach	1,684.80	0.00	0.00	0.00	1,684.80	63.18	95.85	1,525.73	
10-527 Police-Youth Programs	4,536.26	2,913.28	0.00	1122.98	500.00	706.50	532.53	3,297.23	
10-528 Police- Traffic	2,272.69	0.00	0.00	0.00	2,272.69	105.23	25.39	2,142.07	
10-531 Development Services- Administration	20,750.19	7,693.90	0.00	6,536.30	6,519.99	2,203.11	3,909.78	14,637.30	
10-532 Development Services- Planning	3,332.40	1,238.40	0.00	1238.40	855.60	510.12	611.66	2,210.62	
10-533 Development Services- Neighborhood Preservation	5,462.62	1,160.80	0.00	473.86	3,827.96	295.43	616.70	4,550.49	
10-542 Development Services- Street Maintenance	10,560.40	3,192.70	0.00	3,820.10	3,547.60	1,659.07	1,149.49	7,751.04	
10-543 Development Services- Park Maintenance	3,466.80	0.00	0.00	1932.60	1,534.20	600.62	213.94	2,652.24	
10-544 Development Services- Facility Maintenance	2,135.40	1,160.72	0.00	527.60	447.08	351.74	27.94	1,755.72	
10-545 Economic Development	8,891.60	1,073.10	0.00	1073.10	745.40	194.09	137.94	2,559.57	
10-551 Recreation Administration	26,049.60	10,758.83	0.00	7,398.37	7,892.40	4,148.38	3,487.08	18,414.14	
10-556 Recreation- Sports	10,202.01	0.00	0.00	125.37	10,076.64	382.54	432.32	9,387.15	
TOTALS	\$244,600.46	\$113,385.14	\$8,841.43	\$50,342.03	\$72,031.86	\$34,960.22	\$33,283.59	\$176,356.65	

REGULAR INPUT: 108 MANUAL INPUT: 0 CHECK STUB COUNT: 5 DIRECT DEPOSIT STUB COUNT: 104

BENEFITS & WITHHOLDINGS

		Employee	Employer
Fed Taxes	Employee/ Employer (Medicare)	\$25,058.02	\$3,403.00
State Taxes	Employee	\$7,629.37	
ICMA	Employee	\$3,266.05	
Local Police Reserves	Employee	\$20.00	
PD Association	Employee	\$1,267.61	
Local Employees Assoc	Employee	\$280.00	
Nationwide - Full Time	Employee	\$990.00	
Nationwide - PT	Employee/ Employer	\$1,018.44	\$959.22
PERS Deferred Comp	Employee	\$1,355.58	
PERS	Employee/ Employer	\$46,335.20	\$19,796.23
AFLAC	Employee		\$29,999.54
PERS Medical	Employee/ Employer		
Delta Dental PPO	Employee		
Delta Dental HMO	Employee		
VSP Vision	Employee		
Standard Self Admin	Employee/ Employer		
Standard Life Optional	Employee		
TOTALS		\$92,120.68	\$46,409.67

DEDUCTION GRAND TOTALS

EARNINGS			DEDUCTIONS			TAXES		
DESC	HRS	AMOUNT	CD	ABEV	EMPLOYEE	EMPLOYER	TAXABLE	EMPLOYEE
WCSM	0.00	\$4,015.20	125	I-125	\$484.63		\$207,007.09	\$22,250.41
REG	2,828.42	\$113,112.02	129	I-129	\$192.31		\$207,007.09	\$7,629.37
PTRG	1127.25	\$22,816.36	AFP	AFLPT	\$45.91		\$234,746.82	\$3,403.61
PREG	26.00	\$910.00	CHP	CLWAW	\$81.36			
HCL	664.00	\$29,793.42	DCI	DCICM	\$3,117.60			
OT	2.00	\$104.07	DCM	DCICM		\$350.00		
OTST	6.00	\$273.12	DCN	DCNAN	\$990.00			
OTS	107.33	\$8,258.84	DCP	DCPRS	\$1,275.76			
PTOT	14.50	\$178.50	DCR	DCIR	\$100.00			
HGT	0.00	\$119.14	DD1	DPPG1		\$266.55		
CAR	0.00	\$1,100.00	DD2	DPPG2		\$178.12		
CELL	-	\$910.00	DD3	DPPG3		\$601.11		
PHIC	0.00	\$259.00	DD4	DPPG4		\$16.22		
HEDR	0.00	\$6,300.00	DD5	DPPG5		\$43.86		
SPAS	0.00	\$1,355.20	DD6	DPPG6		\$151.41		
SPSN	0.00	\$124.72	D13	DC13	\$82.67			
OCWE	0.00	\$250.00	D15	DISAF	\$15.74			
OCWE	0.00	\$160.00	DL1	DLIC	\$148.45			
UNIF	0.00	\$125.00	DLP	DCLPE	\$80.22			
UNIT	0.00	\$100.00	LAR	LARAD	\$20.00			
AKML	184.00	\$12,015.90	LEA	LAEAD	\$280.00			
OCWE	54.15	\$2,156.51	LIF	LIFE	\$186.31			
EAD	42.00	\$2,224.09	LTD	A LTD	\$102.37			
EAD	36.00	\$0.00						
FLHO	171.75	\$6,976.58	MED	MDINS	\$6,853.70	\$22,750.59		
SICK	99.50	\$3,054.80	PES	PRSRB	\$481.97			
VAC	484.83	\$22,021.06	PC2	PRCZR	\$13.79			
POST2	0.00	\$191.26	PM1	PERSE	\$3,447.24			
POST4	0.00	\$110.00	PM2	PERME		\$3,891.16		
POST6	0.00	\$450.00	PM3	PERSE	\$5,996.69			
POST7	0.00	\$2,214.32	PM4	PERGR		\$5,895.20		
POST8	0.00	\$345.22	PCS	PCRS	\$1,267.61			
POST	0.00	\$9.83	PM4	PM4	\$1,955.46			
BILL	0.00	\$150.00	PM2	PM2		\$67.23		
HOT	0.00	\$55.00	PM2	PM2				
			PM4	PRCSN		\$11,382.06		
			PM5	PRSB4	\$1,468.20			
			PM6	PRSAF	\$2,153.21			
			PM7	PRMB4	\$1,098.53			
			PM8	PRRAF	\$1,320.19			
			PM9	PRSCC	\$985.80			
			PM9	PRSCC	\$959.22			
			SUR	SUREVI	\$40.20			
			VS1	VISI1		\$79.80		
			VS2	VISI2		\$53.41		
			VS3	VISI3		\$137.14		
Totals	5,987.74	\$244,650.29			\$34,960.22	\$54,357.06		
							\$ 33,283.59	\$3,403.00

Payroll 1/20/2023

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	34.60	13.40	875.20	
10-511 City Manager/ City Clerk	23,555.11	11,593.99	0.00	3,293.40	8,667.72	2,146.83	5,395.11	16,013.17	
10-512 Finance	8,731.22	6,763.30	26.02	722.50	1,219.40	579.34	990.23	7,161.65	
10-521 Police Administration	22,629.64	17,275.14	0.00	2,106.00	3,248.50	2,124.68	4,644.93	15,860.03	
10-522 Police- Patrol	105,609.57	49,472.78	11,267.41	1,614.50	43,254.88	11,215.64	18,950.07	75,443.86	
10-523 Police- Investigation	18,264.26	9,004.00	1,543.74	3,825.60	3,890.92	2,758.14	2,947.76	12,558.36	
10-524 Police- Records	9,336.12	6,202.30	0.00	0.00	3,133.82	540.10	1,200.04	7,595.98	
10-526 Police- Community Outreach	1,684.80	0.00	0.00	0.00	1,684.80	63.18	95.89	1,525.73	
10-527 Police-Youth Programs	5,237.97	3,186.40	516.49	0.00	1532.08	698.83	757.16	3,781.98	
10-528 Police- Traffic	5,770.48	0.00	0.00	0.00	5,770.48	236.40	232.67	5,301.41	
10-531 Development Services- Administration	21,124.97	12,341.87	0.00	4,260.03	4,523.07	1,835.46	4,022.78	15,266.73	
10-532 Development Services- Planning	3,302.40	2,889.60	0.00	0.00	412.80	490.12	601.56	2,210.72	
10-533 Development Services- Neighborhood Preservation	5,792.07	1,886.30	130.59	145.10	3,630.08	282.88	690.04	4,819.15	
10-542 Development Services- Street Maintenance	8,870.90	4,901.60	496.80	1,714.90	1,767.50	1,217.09	950.94	6,702.87	
10-543 Development Services- Park Maintenance	3,644.00	1,932.60	0.00	322.10	1,389.30	318.14	276.30	3,049.56	
10-544 Development Services- Facility Maintenance	2,135.40	844.16	0.00	844.16	447.08	143.38	33.74	1,958.28	
10-545 Economic Development	2,861.60	1,860.04	0.00	643.86	357.70	194.09	132.58	2,534.93	
10-551 Recreation Administration	25,826.44	15,908.92	66.83	5,274.49	4,576.20	3,284.05	3,566.08	18,976.31	
10-556 Recreation- Sports	15,902.73	0.00	0.00	76.64	15,826.09	596.35	815.76	14,490.62	
TOTALS	\$291,202.88	\$146,986.20	\$14,040.98	\$24,843.28	\$105,332.42	\$28,759.30	\$46,317.04	\$216,126.54	

REGULAR INPUT: 116 MANUAL INPUT: 0

CHECK STUB COUNT: 7 DIRECT DEPOSIT STUB COUNT: 110

BENEFITS & WITHHOLDINGS

		Employee	Employer
Fed Taxes	Employee/ Employer (Medicare)	\$39,561.35	\$35,373.27
State Taxes	Employee	\$10,943.77	\$4,188.00
ICMA	Employee	\$3,550.20	
LosAl Police Reserves	Employee	\$20.00	
PD Association	Employee	\$1,267.61	
LosAl Employees Assoc	Employee	\$0.00	
Nationwide - Full Time	Employee	\$950.00	
Nationwide - PT	Employee/ Employer	\$2,768.85	\$1,384.43
PERS Deferred Comp	Employee	\$1,355.98	
PERS	Employee/ Employer	\$49,276.03	\$19,796.23
AFIAC	Employee	\$123.16	\$29,999.54
PERS Medical	Employee/ Employer	\$67,320.02	
Delta Dental FPO	Employer	\$4,215.50	
Delta Dental HMO	Employer	\$319.63	
VSP Vision	Employer	\$520.09	
Standard Self Admin	Employee/ Employer		
Standard Life Optional	Employee		
TOTALS		\$182,632.35	\$56,553.93

DEDUCTION GRAND TOTALS

EARNINGS			DEDUCTIONS			TAXES		
DESC	HRS	AMOUNT	CD	ABBY	EMPLOYEE	EMPLOYER	TAXABLE	EMPLOYEE
WGM	160.00	\$9,030.40	125	T-125	\$777.09	FED W/H	\$256,226.55	\$31,195.19
REG	3,463.51	\$146,996.20	129	T-129	\$192.31	ST WH CA	\$256,226.55	\$10,943.77
PTBG	1,596.17	\$33,017.24	AFR	ATLPT	\$45.91	MEDI	\$288,832.24	\$4,188.00
PHRO	53.67	\$1,876.45	CMF	CLOW	\$81.35			
HOL	325.00	\$14,433.85	DCI	DCICM	\$3,117.60			
OT	17.25	\$710.34	DCM	DCICM				
OTS	134.62	\$11,632.34	LCN	LCNM	\$990.00			
PTOT	31.00	\$1,023.00	DCP	DCPRS	\$1,275.76			
STBY	8.00	\$675.30	DCR	DCIR	\$200.00			
CAR	0.00	\$1,100.00	DD1	DDPG1				
PPHC	0.00	\$289.00	DD2	DDPG2				
HELR	0.00	\$5,950.00	DD3	DDPG3				
SPAS	0.00	\$1,661.28	DD4	DDPG4				
SPSK	0.00	\$124.72	DD5	DDPG5				
OCWD	0.00	\$225.00	DD6	DDPG6				
OCWE	0.00	\$200.00	DI%	DC1%	\$84.15			
UNIF	0.00	\$7,100.00	DIS	DISAF	\$15.74			
UN12	0.00	\$9,266.66	DLI	DCLIC	\$146.45			
BMS	0.00	\$4,281.00	DLP	DCLFE	\$80.22			
ADHL	121.00	\$7,692.35	LAR	LARAD	\$20.00			
CKHF	20.00	\$856.40						
EAU	36.00	\$1,848.00	LEA	LEAD				
EAA	42.00	\$0.00	LIF	LIFE				
CKMA	20.25	\$0.00	LTD	A LTD				
FLHO	39.00	\$2,153.05	MD	MDINS				
SICK	87.63	\$1,501.00	PRB	PRBSB	\$481.97			
VN	233.66	\$10,506.55	PC2	PRCIR				
POST	0.00	\$191.28	PN1	PRMGE	\$3,299.08			
POST	0.00	\$345.22	PN2	PRMGR		\$3,550.99		
PDVA	7.72	\$194.00	PN3	PRPCE	\$5,831.50			
RTBG	0.00	\$15,000.00	PN4	PRPSK				
			POB	PRVAS	\$1,267.61			
			PRO	PRVNB	\$1,955.48			
			PR2	PRSHR		7671.23		
			PR4	PRSSK		\$13,044.56		
			PRE	PRSE4	\$1,728.20			
			PRE	PRSAF	\$2,515.21			
			PR7	PRMB4	\$1,098.53			
			PRE	PRVAE	\$1,320.19			
			PR9	PRSCC	\$565.90			
			RTF	RT-PT	\$1,384.43			
			SUR	SURVI	\$48.36			
			VS1	VISI1				
			VS2	VISI2				
			VS3	VISI3				
Totals	6,396.88	\$ 291,202.88			\$28,759.30	\$31,582.71	\$ 46,317.04	\$4,188.00

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 21, 2023

ITEM NUMBER: 10A

To: Mayor Tanya Doby & Members of the City Council

Presented By: Michael 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

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 teleconference during a Governor-proclaimed state of emergency provided that certain findings are made by the legislative body, and provided that certain procedural requirements are met regarding public access to the meetings. 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. 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.

DISCUSSION

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 distancing (Cal Gov't Code Sec. 54953(e)(3))

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.

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.

Attachment: None

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 21, 2023

ITEM NUMBER: 10B

To: Mayor Tanya Doby & Members of the City Council

Presented By: Windmera Quintanar, City Clerk

Subject: Annual Update of the Records Management Program

SUMMARY

In October 2015, the City Council adopted the City-wide Records Management Program. Part of this Program included a day dedicated to records management and annual updates to the retention schedule. This item recommends changes to the policy to ensure continued success of the program.

RECOMMENDATION

Adopt Resolution 2023-05, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING A RECORDS MANAGEMENT PROGRAM AND REPEALING RESOLUTION NO. 2022-01 IN ITS ENTIRETY".

BACKGROUND

Records management is the systematic control of the creation, acquisition, processing, use, protection, storage and final disposition of all recorded information required by the City to effectively conduct its business. It involves assembling and managing the correct information. The primary concern is the efficient, effective, and economical management of information. Records management is more than just retention schedules and destruction. It is the proper management of records through the entirety of their life cycles.

Part of the Records Management Policy states the City Clerk shall submit proposals for any scheduled amendments annually to the City Attorney and City Council for approval via a Council resolution.

DISCUSSION

Staff has actively been identifying records and purging obsolete records since adoption of the program in 2015. Staff held its Annual Records Management day on October 10, 2022. On Records Management Day, City Hall is closed to the public so staff is able to solely focus on records. This is a detail orientated, labor-intensive task and the ability to fully focus on records management uninterrupted for one day has been well received.

This year we held our third Free Community Paper Shredding event for the public. The public was given the opportunity to bring up to three bankers boxes of records to be shredded on site. The event ran for three hours and we received a steady flow of traffic for the duration of the event. Staff received positive feedback from the residents that participated. Staff is looking into

the opportunity to add an additional event to the Spring Neighborhood clean up to meet the need of our community.

The City Clerk's Office made minor changes for formatting throughout the policy and revised retention schedules to be in compliance with current legal requirements.

Below is an outline of the Requests for Amendments received from each department. Detailed requests are included as attachment 3. The City Clerk's Office and City Attorney have reviewed the changes and required retention of all records and have found them to be within legal statutes.

Development Services

- Rename Record Series to match vernacular within the Department
- Update Record Series description to provide clarification
- Add various Record Series to be more inclusive

Finance

- Add various Record Series to be more inclusive
- Change records description to be more concise

Police

- Add various Record Series to be more inclusive

The annual review and adoption of the Records Management Policy ensures the continued use of an effective program that helps to increase Staff efficiency, properly allocate scarce resources, and ensures compliance with legal, administrative, and fiscal retention requirements.

FISCAL IMPACT

There is no cost to continue the implementation of this policy.

- Attachment:
1. Resolution No. 2023-05 - Records Management Program
 2. Exhibit A - Policy
 3. Exhibit B - Retention Schedule
 4. Exhibits C-E - Forms
 5. Requests for Amendments

RESOLUTION NO. 2023-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING A RECORDS MANAGEMENT PROGRAM AND REPEALING RESOLUTION NO. 2022-01 IN ITS ENTIRETY

WHEREAS, the City wishes to establish policies and procedures under a Records Management Program to control the orderly creation, utilization, maintenance, retention, preservation, and disposition of City records, based on State and Federal statutes governing public records; and,

WHEREAS, the City wishes to ensure that a responsible program of records management is practiced and documented from creation to disposition in accordance with the law and in the best interest of the City and the general public; and,

WHEREAS, the objectives of the Records Management Program include:

- Efficient information retrieval
- Transfer of inactive records from high-cost office space to low-cost storage or an electronic media imaging system, thus reducing filing equipment and increasing valuable office space
- Orderly destruction of records no longer required by statute to be retained, and which are no longer needed for administrative, operational, legal, fiscal, or historical purposes, in accordance with the Records Retention Schedule
- Preservation of records with long-term or permanent value
- Protection of records vital to the City in the event of a disaster
- Elimination of duplicate records

WHEREAS, Section 34090 of the Government Code of the State of California requires permanent retention of certain records and authorizes destruction of others after stated periods of time on established terms and conditions; and,

WHEREAS, on October 19, 2015, the City Council adopted Resolution 2015-30, which established the Records Management Program; and,

WHEREAS, the City Council finds it desirable to update the City's Records Management Program annually; and,

WHEREAS, the Records Management Program was last updated on January 18, 2022, via Resolution No. 2022-01.

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

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

SECTION 2. Columbus Day is hereby recognized as Records Management Day. City facilities will be closed to the public to allow Staff to work on Records Management.

SECTION 3. Adopts the Records Management Program, attached hereto as Exhibit A, which shall supersede and replace any and all records management programs adopted by prior resolution of the City Council.

SECTION 4. The City Council does hereby repeal Resolution No. 2022-01.

SECTION 5. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 21st day of February, 2023.

Tanya Doby, 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 21st day of February, 2023, by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk



CITY OF
Los Alamitos
California

RECORDS MANAGEMENT PROGRAM

Policy and Procedures

Administered by the City Clerk's Office
Approved by the City Council on February 21, 2023
Resolution 2023-05 – Exhibit A

CITY OF LOS ALAMITOS

RECORDS MANAGEMENT POLICY & PROCEDURES

California Public Records Act: In enacting Chapter 6250 et seq. of the Government Code, “the Legislature, mindful of the right of individuals to privacy, finds and declares that access to information concerning the conduct of the people’s business is a fundamental and necessary right of every person in this State.”

1. PURPOSE

To establish policies and procedures under a Records Management Program to control the orderly creation, utilization, maintenance, retention, preservation, and disposition of City records, based on State and Federal statutes governing public records.

To ensure that a responsible program of records management is practiced and documented from creation to disposition in accordance with the law and in the best interest of the City and the general public.

2. REFERENCES

Including, but not limited to: California Government Code Sections 6250 et seq. (Public Records Act), 12236, 34090, 34090.5, 34090.6, and 34090.7 (See Records Retention Schedule – Legal Citation Reference List). “Govt. Code” shall hereinafter refer to the California Government Code.

3. POLICY STATEMENT

Policies and procedures, under the supervision and administration of the City Clerk’s Office, are hereby established for the coordination, administration and implementation of the Records Management Program, under which City records are retained for administrative, operational, legal, fiscal, historical or research purposes.

The City Clerk’s Office will distribute the Records Management Policy and Procedures document to all Department Directors and each Department records coordination. Each Department Director is responsible for ensuring that the records under his/her control are maintained and destroyed in accordance with the Policy. The Policy shall be revised as necessary to meet legal and administrative requirements.

4. OBJECTIVES

The Objectives of the Records Management Policy are:

- 4.1** Meet legal standards for public examination, protection, storage and retrieval of records.
- 4.2** Efficient information retrieval.

- 4.3** Transfer of inactive records from high-cost office space to low-cost storage or an electronic media imaging system, thus reducing filing equipment and increasing valuable office space.
- 4.4** Orderly destruction of records no longer required by statute to be retained, and which are no longer needed for administrative, operational, legal, fiscal, or historical purposes, in accordance with the Records Retention Schedule.
- 4.5** Preservation of records with long-term or permanent value.
- 4.6** Protection of records vital to the City in the event of a disaster.
- 4.7** Elimination of duplicate records.

5. APPLICABILITY

Records policies apply to all records, whether that are maintained in hard (paper) copy, electronically, or in some other fashion. Each department shall develop, implement, maintain, and adhere to a records management plan appropriate for the particular records it maintains, in cooperation with the office of the City Clerk.

The City is subject to a range of statutes and rules regarding record retention and disclosure.

6. RESPONSIBILITIES

6.1 City Clerk

The City Clerk is responsible for developing, coordinating, and administering policies and procedures for the implementation of the Records Management Program, and to provide assistance to Department Records Coordinators.

To perform this function, the City Clerk and/or his/her designee shall, on an on-going and periodic basis:

- Create, maintain and distribute the necessary forms to implement the Records Management Program.
- Develop and maintain a retention and disposition schedule for all City records, including the preparation of any amendments as dictated by statute or administrative policy. Submit proposals for any scheduled amendments to the City Attorney and City Council for approval via a Council Resolution.
- Maintain a current inventory and index of records transferred to the Records Center for storage. Coordinate the transfer of records from department office areas to the Records Center.

- Establish guidelines and coordinate periodic reviews of City records to determine which records are eligible for destruction in accordance with the Records Retention Schedule and subject to the approval of the Department Director, City Clerk, and City Attorney.
- Coordinate with all City Departments, on a routine basis, the timely destruction of obsolete records according to the procedures herein. Certify and document that records have been destroyed. Certificates of Destruction shall be permanently kept on file with the office of the City Clerk.
- Oversee the special handling of confidential, historical, and essential records, and ensure the safety of Vital Records in the event of a disaster.
- Maintain accurate and timely electronic databases and a uniform filing system of all legislative actions affecting the creation, utilization, maintenance, retention, preservation and disposition of City records, in order to efficiently track and retrieve City records.
- Respond to records requests by City staff in an efficient and timely manner.
- Respond to public records requests and subpoenas for public records in accordance with law.

6.2 City Departments

- Each Department Director is responsible for designating a qualified Department Records Coordinator, who shall serve on the Records Management Committee.
- Each Department Director or his/her designee is responsible for maintaining a reliable and accurate filing system to ensure the efficient maintenance, retrieval and disposition of the records under his/her control.
- Each Department Director or his/her designee is responsible for ensuring that obsolete records under his/her control are destroyed in a timely manner, and authorizing the destruction, in accordance with the policies and procedures stated herein.
- Each Department Director or designee is responsible for submitting a request for any suggested revisions to its Records Retention Schedule, to the City Clerk who will review the request and submit a recommendation to the City Attorney and City Council.

- Each Department Records Coordinator is responsible for maintaining and controlling the disposition of records.

7. IDENTIFYING RECORDS

The simplest way to identify if material is a record is to consult the City's Retention Schedule. If the material in question is identified on the schedule, records coordinators are obligated to maintain the record in accordance with the schedule. One of the most challenging aspects of records management can be determining if a document or media is a record when it is not identified on the schedule. If it is unclear if the material is a record or if it is clear that the material is a record, but is not included on the schedule the coordinator should contact the City's Record Manager for additional assistance.

7.1 What is a Record?

Some records, because of their enduring administrative, fiscal, legal or historical value, should be permanently retained. These records require that special care and consideration be given to their storage conditions and enduring preservation. Examples of permanent records include meeting minutes from Brown Act governed bodies; resolutions, and ordinances. Most records do not have values that warrant their permanent preservation. Those records with short-term value should, upon reaching the end of the retention period, be destroyed.

Records are any writing or recording that contains information related to the conduct of the public's business prepared, owned, used, or retained by the City regardless of physical form or characteristics. "Regardless of physical form" means that video, audio files and data in a computer system used to conduct business are also records.

7.2 Non-Records

Even though records include a broad spectrum of recorded information, not all information held by the City is a record. Transitory Communications (routine correspondence not integrally related to City business) such as texts, instant messaging, and voice mail messages that are temporary or of a brief duration are not records. Additional guidelines for emails and use of personnel devices are covered in Administrative Regulation 7.1, Telecommunications Policy.

Non-records do not require retention scheduling or destruction authorization or reporting. To control excessive accumulation, it is necessary to keep only current, useful materials and to destroy non-records immediately after needs have been satisfied. Staff should take care not to file non-records with records.

Examples of non-records include the following materials:

- Identical copies of documents maintained in the same file
- Blank forms

- Extra copies of printed or processed materials
- Superseded manuals and other directives (maintained outside the office of record)
- Routine messages not integral to City business of a brief duration such as texts, instant messaging, and voicemails
- Materials received from other agencies, people, or businesses that require no action
- Catalogs, trade journals and other publications or papers received from government agencies, commercial firms or private institutions that require no action and are not part of an action case record

8. STORAGE OF RECORDS

The City of Los Alamitos is committed to effective records management and appropriate utilization of City resources. Proper storage of records in all states of a record's lifecycle, regardless of format, aids in the allocation of space and reduces liability and cost to the organization. City records should only be stored on approved devices and in appropriate storage locations.

8.1 Electronically

State laws generally preclude the destruction of a public record less than two years old unless the record has been reproduced in some manner, properly stored, and is available for public disclosure to the same extent as the original. Accordingly, the Electronic Media Imaging System (EMIS) shall be the official repository used to retain and store electronic copies of City records. Use of any other system or device to store electronic copies in lieu of an original, must be approved by the City clerk prior to destruction of the original record. No page of any record shall be destroyed if the page cannot be reproduced electronically with full legibility. Every irreproducible page shall be preserved in a manner that shall afford easy reference for the retention period set forth in the retention schedule. Every reproduction made pursuant to this section shall be deemed an original record.

8.1.1 EMIS Storage Medium

The City recognizes the EMIS as the official electronic repository of the City. This system complies with requirements regarding electronic record storage as set forth in section 34090.5 of the California State Government Code. Records stored or transferred to the EMIS are eligible for destruction 30 days after entry in the EMIS with no further approval required provided the following criteria is met.

1. Department Records Coordinator identifies records that are imaged and stored in a medium other than the EMIS and are also stored in the EMIS.
2. The Department Records Coordinator confirms that quality control process is completed as outlined in the City's Imaging Policy and Guidelines for City Records (administered by the City Clerk's Office and adopted by Administrative Regulation) on designated records and that

30 days has elapsed from entry in the EMIS.

3. The Department Records Coordinator destroys the records as outlined in the City's record retention schedule.

8.2 Offsite

The City will make every effort to avoid storing records in offsite storage facilities. Whenever possible, records will be held in the department responsible for the document (Office of Record) in their original form in the EMIS.

8.3 Duplicate Records

When a duplicate of an official record exists, it may be destroyed at the discretion of the department director when the original record is on file electronically in the EMIS or in original format in the Office of Record, without further authorization from the City Clerk or City Attorney.

8.4 Records Disposition

Record disposition applies to all records, regardless of the physical form or location of the record. At the conclusion of a records retention period, the record shall be disposed of in accordance with this policy.

9. REQUIRED FORMS

The following forms are to be utilized by all City Department Directors or their designees in order to efficiently and accurately identify, inventory, transfer to storage, retrieve, and destroy records under his/her control: (Each form, including instructions, is attached hereto.)

9.1 Records Retention Schedule (Exhibit B)

This form governs the mandatory disposition of City records by indicating the minimum length of time records shall be maintained in the office and in storage, and the time period after which they may be destroyed.

The Retention Schedules are created by the Office of the City Clerk based on a detailed examination of the Records Inventory & Identification Forms, and interviews with each department to determine the legal, vital, administrative, or historical value of the records. Applicable codes and statutes are referenced to determine the required retention period. Retention schedules and amendments thereto are approved by the City Attorney, City Clerk and Department Head, and authorized by City Council resolution.

9.2 Records Inventory & Identification Form (Exhibit C)

This form is used to collect the inventory and appraisal information needed to develop retention periods for public records under the control of each City Department. The records inventory is a detailed review of the quantity, type, function, and organization of records by category or record "series". This

information is used by the Office of the City Clerk to research and apply the retention periods to each record “series” per legal and/or administrative requirements. When more than one legal citation applies to a particular record, the longest retention period shall apply. Once completed, the inventory forms are retained by the Office of the City Clerk.

9.3 Request for Amendment to Records Retention Schedule Form (Exhibit D)

This form is used when any change is needed in the Records Retention Schedule. It is completed by the requesting department and reviewed by the City Clerk or his/her designee. Each “Request for Amendment to Records Retention Schedule” form is then submitted to the City Attorney and City Clerk for approval and must be authorized by City Council resolution. The City Clerk or his/her designee will initiate and coordinate a periodic review of all department Retention Schedules to ensure compliance with legal requirements.

9.4 Authority to Destroy Obsolete Records Form (Exhibit E)

This form is prepared by the department wishing to destroy records. The City Clerk or his/her designee reviews the form and forwards it to the City Attorney for approval. Once approved by the City Attorney, the records are destroyed. The form is then signed by the department verifying destruction and returned to the Office of the City Clerk for permanent retention.

10. DISPOSITION OF RECORDS

As provided by Govt. Code Section 34090, upon the request of the Department Head and with the written consent of the City Attorney and the City Clerk, the records identified in the Records Retention Schedule are authorized to be destroyed on an on-going basis in accordance with the retention periods described therein without the necessity of a specific resolution of the City Council.

10.1 Procedure

The Office of the City Clerk shall be responsible for scheduling and coordinating with all City Departments the destruction of records on an annual basis. The appropriate forms will be distributed to all City Departments in order to document the records to be destroyed.

It shall be required that the Department Head, City Attorney, City Clerk and Records Management Coordinator authorize and sign each “Authority to Destroy Obsolete Record” form prior to the records being destroyed.

NOTE: It is imperative that the requests for Authority to Destroy Obsolete Records be reviewed carefully by all signatory staff in order to determine whether records listed are involved in litigation, or if there is an administrative and/or operational requirement which may require a temporary extension of the retention period.

Records deemed to be confidential in nature shall be shredded. All other records shall be removed from their locations for secure destruction.

The Department Director in control of the records and City Clerk or his/her designee shall certify each and every destruction of records. The City Clerk or his/her designee shall maintain a permanent record of all destroyed records and destruction certifications.

10.2 Exceptions

In accordance with Government Code Section 34090, the City is not authorized to destroy the following City records:

- Records affecting the title of real property or liens thereon.
- Court records (unless the originals are maintained by a court of law).
- Records required to be kept by statute.
- Records less than two years old.
- The minutes, resolutions, or ordinances of the City Council or the City's Boards or Commissions.

11. VITAL RECORDS PROTECTION

Vital Records contain information necessary for the City to resume operations after a disaster. Each Department Director is responsible for identifying the Vital Records under his/her control and ensuring that the Vital Records are maintained according to the following procedures:

- All Vital Records shall be stored in a secure, safe and controlled environment, to protect the records from theft or damage (i.e. vault or Records Center).
- Vital Records that are in use but are required to be kept in a secured area, should be returned to the secured area at the end of each workday. Vital Records should not be allowed to accumulate on desks or in unprotected areas.
- The Information Technology Division shall back up the City's Servers, and imaged records each business day in accordance with procedures established with the Administrative Services Director. The backup copy will be stored at an off-site location to be used for recovery if necessary. The address of the off-site location is on file with the City Clerk's office.

12. DEFINITIONS

Agency

State Agency: Means every state office, officer, department, division bureau, board and commission, or other state body or agency, except courts and the Legislature.

Local Agency: Includes a county, city, school district, or any board, commission

or agency thereof, other local public agency, or entity that is a legislative body of a local agency pursuant to subdivision (c) and (d) of Govt. Code Section 54952.

Duplicate Records

Copies or reproductions of original records, whether or not the same physical form as the original, which are retained for personal reference or for operational requirements. (Note: a copy is considered an “original” if the original cannot be located.)

Electronic Media Imaging System (EMIS)

In accordance with Govt. Code Section 34090.5, any process or system where City records are photographed, micro graphed, reproduced by electronically recorded video images on magnetic surfaces, recorded in the electronic data-processing system, recorded on optical disk, reproduced on film, optical disk, or any other medium that is a “trusted system” and that does not permit additions, deletions, or changes to the original document.

“Trusted System”: Per Govt. Code Section 12168.7, a combination of techniques, policies, and procedures for which there is no plausible scenario in which a document retrieved from or reproduced by the system could differ substantially from the document that is originally stored.

Inactive Records

Records more than two years old, which are accessed infrequently but may continue to have administrative, operational, legal, fiscal, or historical value in carrying out City business. Inactive Records may be stored off-site, and shall be destroyed in accordance with the City Records Retention Schedule.

Permanent Records

Original records required to be maintained permanently according to law, regardless of whether the record is converted to an electronic media (i.e. magnetic surface, optical disk, etc.). Permanent Records may include, but are not limited to, records affecting the title of real property or liens thereon; court records; records required to be kept by statute; records less than two years old; and minutes, resolutions, or ordinances of the City Council or of its Boards and Commissions.

Person

Includes any natural person, corporation, partnership, limited liability company, firm, or association.

Public Record

Any writing containing information relating to the conduct of the City’s business, prepared, owned, used or retained by the City, regardless of physical form or characteristics (Govt. Code Section 6252(e)).

Records Management Committee

An administrative committee consisting of designated representatives from each City department (Department Records Coordinators) and the Records Management Staff; created for the purpose of administering and coordinating the Records Management

Program. Department Records Coordinators are designated by department directors to maintain and control the disposition of records in the respective departments.

Records Management Program

A system for the creation, utilization, maintenance, retention, preservation, and disposition of City records.

Records Management Staff

All City Employees and City Attorney.

Record's Manager

The City Clerk or his/her designee.

Records Retention Schedule (Exhibit B)

A schedule identifying the records maintained by each City department by class or "series", and specifying, in accordance with statutory and administrative requirements, the period of time records must be retained before they may be destroyed.

Subpoena duces tecum

(also called a subpoena for production of business records if documents are sought before trial) requires the person or entity that is served to gather and produce certain records or documents identified in the subpoena. A subpoena may call for both personal attendance at trial/deposition and the production of records. Failure to obey a subpoena is a contempt of court and can result in sanctions imposed by the court, including a fine.

Transitory Communications

Routine correspondence or other documents having short-term value and which are (1) not an integral part of administrative or operational records, (2) not required to sustain administrative or operational functions, (3) not regularly filed under a standard records classification system, (4) not required to meet statutory obligations, and (5) recorded only for the time required for completion of actions or ongoing records associated with them.

Vital Records

Records containing information essential for the City to resume operation after a disaster; records containing information regarding claims to present or future income; records necessary to protect the City against fraud or overpayment; and records furnishing data on current assets, equipment, securities and real estate. Vital Records may include, but are not limited to, current financial statements, ledgers, property deeds, leases, contracts, permits, licenses, original plans and specifications for City streets and facilities, ordinances, resolutions, and minutes of the City Council, Commission and Committee meetings.

Writing

Means handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created regardless of the manner in which the record has been stored.

EXHIBITS

Exhibit B – Records Retention Schedule

Exhibit C – Records Inventory & Identification Form

Exhibit D – Request for Amendment to Records Retention Schedule Form

Exhibit E – Authority to Destroy Obsolete Records Form

City of Los Alamitos Records Retention Schedule

GENERAL RECORDS

Schedule A

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Agreements	Agency/Dept. Head-approved	Contracts entered into by the City relating to goods, services, legal settlements, and programs	Expiration date	4 years	Code of Civil Procedures Sec. 337.2; GC 34090 et seq.	City Clerk
	Certificates of Insurance	As required by City policies and/or contracts. Stored electronically in the City's document repository.	Date received	Permanent	Gr 34090 et seq. Upon advise of insurance adjuster.	City Clerk
Budget	Budget Backup Documentation	Budget forms and other support documents	Adoption date	2 years	GC 34090 et seq.	Originating Dept.
	Fees Documentation	Budget forms used to justify setting or increasing City Fees				
City Boards and Commissions	Agenda	Meeting Agendas	Meeting date	2 years	GC 34090 (d); 34090.5	Originating Dept.
	Minutes	Meeting Minutes		Permanent	GC 34090 (e)	City Clerk
Correspondence	Council Request	Forms used by the Council to request information and/or certain Staff actions	Request date	2 years	GC 34090 et seq.	Originating Dept.
	Incoming General Correspondences	"Loose" correspondences that cannot be legitimately attached to some major record series such as Agreement or Project	Receipt date	2 years	GC 34090 et seq.	Originating Dept.
	Outgoing General Correspondences		Transaction date			
Complaint Files	Personnel	Complaints about customer services, employees, employee actions or employee conduct	Resolution of Complaint	5 Years	EVC 1045, GC 12946, PC 801.5,	Personnel
	Operations	Complaints about customer service, maintenance, repairs, or materials	Resolution of Complaint	3 years	CCP 338, 342, GC 945.6	Receiving Department
Emails	City emails saved on server	All email communication saved on server	Receipt date	90 days	GC 34090 et seq.	IT
General	Records not specifically listed <i>*requires review by the City Clerk and City Attorney</i>	Any writing or recording that contains information related to the conduct of the public's business prepared, owned, used, or retained by the City regardless of physical form or characteristics	Date of record	2 years	GC 34090 et seq.	Originating Dept.
Payroll	Exception Sheets	Forms to change labor expenditures to applicable Fund and Activity other than home account	Date prepared	3 years	GC 34090 et seq.	Payroll
	Leave of Absence (Except Medical Leaves; see Personnel Services Schedule)		Pay Period date	2 years		Payroll
Projects	General Project Files	Project files including correspondence, reports, and relevant back-up documentation	Folder year date	3 years	GC 34090 et seq.	Originating Dept.
Logs	General Logs Books or Files	Detailed log of documents	Folder year date	3 years	GC 34090 et seq.	Originating Dept.
Memos	Memo	City Manager's Weekly Memo, etc.	Distribution date	2 years	GC 34090 et seq.	Originating Dept.
Policies	Administrative Rules and Regulations	Policies, procedural directives and manuals developed by the City to govern internal management functions	Creation date	Until Superseded	GC 34090 et seq.	City Clerk
	Procedure Manuals	Position specific manuals, etc.	Creation date	Until Superseded	GC 34090 et seq.	Personnel

City of Los Alamitos Records Retention Schedule

GENERAL RECORDS

Schedule A

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Press Releases	Press Release	City wide Press-releases, Facebook posts, and website updates	Post date	2 years	GC 34090 et seq.	Originating Dept.
Publications	Publications produced by the City and made available to the public.	May include newsletters, pamphlets, brochures, leaflets, reports, studies, proposals, and similar published records.	Publication date	2 years	GC 34090 et seq.	Originating Dept.
Recordings of telephone and Radio Communications	Audio Recordings	Routine daily taping and recording of telephone communications and all radio communications relating to the operations of the Departments	Recording date	6 months	GC 34090.6 (a)	Originating Dept.
Reports	Travel Request Reports, Payroll, Accounts Payable	Original Copies in Finance; Duplicate copies in respective Departments	Date prepared	2 years	GC 34090 et seq.	Finance
Routine Video Recordings	Video Recordings	Video or electronic imaging system designed to record the regular and ongoing operations of the Departments, including in-car video systems, jail observation and monitoring systems, and building security taping systems	Recording date	1 year	GC 34090.6 (a)	Originating Dept.
Surveys and Questionnaires	City issued surveys and questionnaires.	Records related to data collection. May include notes or papers used to develop survey tools, data collection tools, results or analysis or collected data and reports.	Date completed	2 years	GC 34090	Originating Dept.
Transitory Communications	Temporary files used solely for the purpose of transmitting and routing conversation and/or communicative information.	May include but is not limited to email, email subscriptions, spam, instant messaging, text messaging, and voicemail.	Date received	Not to exceed 60 days		Originating Dept.

City of Los Alamitos Records Retention Schedule
City Clerk's Office

Schedule B

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Abatements	Abatement of various undesirable conditions	Files on dangerous buildings garbage, trash and weed abatement, public nuisances and other related Council actions including correspondences and request for action	Folder year date	Hardcopy - 2 years, Laserfiche imaging - Permanent	GC 34090 et seq.; 34090.5; see Agenda	City Clerk
Administration	City Identification	Articles of Incorporation, City Emblem, City Seal, City Flag, City Logo, and other related items	Implementation date	Permanent	GC34090 et seq.	City Clerk
	Misc. Correspondences	Includes both ingoing and outgoing general correspondence, including letters and e-mail along with citizen feedback; various files, not related to specific cases and not otherwise specifically covered by the retention schedule.	Folder year date	2 years	GC 34090 et seq.	
	Records Destruction Authorization Form	Original with signatures	Destruction Date	5 years	GC 34090 et seq.	
Agreements	City Council Approved	Original contracts and agreements and back-up materials, includes leases, equipment, services, licenses or supplies services/maintenance, medical, dental and long-term disability contracts; may contain attachments such as deeds, insurance certificates	Agreement date	T + 4 years	CCP 337.2, 343; GC 34090 et seq.	City Clerk
	Collective Bargaining Agreements	Includes amendments, side letters, and Memorandum of Understandings (MOU)	Agreement date	T + 4 years	29 CFR 516.5	
	Development Agreements	Infrastructure contracts, franchise, maintained for seven years.	Agreement date	Permanent	CCP 337, 337.1, 337.15; GC 34090 et seq.; 48 CFR	
	Employment Agreements - At-Will Employees; Temporary Employees	Original agreements/contracts for at-will employees or temporary employees	Agreement date	T + 4 years	CCP 337.2, 343; GC 34090 et seq.	
	Insurance, Joint Powers Agreement	Accreditation, MOU, agreements and agendas	Agreement date	T + 4 years	GC 34090 et seq.	
	City Manager Approved	Up to \$10,000 - Original contracts and agreements and back-up materials, includes leases, equipment, services, licenses or supplies services/maintenance, medical, dental and long-term disability contracts; may contain attachments such as deeds, insurance certificates	Agreement date	T + 4 years	CCP 337.2, 343; GC 34090 et seq.	
	Real Property	Original contracts/agreements regarding the development of real property, design, specifications, surveying, planning, supervision, testing, or observation of construction or improvement to real property	Agreement date	T + 4 years	CCP 337.15	
	Capital Improvement Projects (CIP)	Winning bids (originals) for Council-approved contracts for construction, improvement, maintenance, rehabilitations of public facilities including change orders, contingency increases, bid bond/bond for faithful performance, insurance certificates	Project approval date	T + 4 years	CCP Sec. 337	

City of Los Alamitos Records Retention Schedule
City Clerk's Office

Schedule B

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Appeals and Calls for Review	Appeals and Calls for Review - Los Alamitos Municipal Code (LAMC) Chapter 17.68	Hearing Officer Reports, correspondence, memorandums and other documents relating to Appeals	Appeal application date	C + 2 years	GC 34090 et seq.; LAMC Chapter 17.68	City Clerk
Boards and Commissions	Applications for Boards and Commissions - Not selected	Applications for B&C received during a filing period and not appointed by Council	Folder year date	2 years	GC 34090 et seq.	City Clerk
	Applications for Boards and Commissions - Selected	Applications for appointed Commissioners	Appointment date	T + 5 years	GC 34090 et seq.	
	Local Appointments List (Maddy Act)	List of all regular and ongoing Boards, Commissions, and Committees appointed by the City Council - pursuant to the Maddy Local Appointive List Act	GC 54970, GC 34090 et seq.	Until superseded (new list prepared each Dec. 31st)	GC 54970, GC 34090 et seq.	
	By-laws	Rules and procedures	Adoption	Permanent		
Code Books	By Subject	Los Alamitos Municipal Code, Uniform Fire Codes, Uniform Building Codes, National and State Electrical Codes, Mechanical Codes, Uniform Solar Energy Codes, Uniform Spa and Hot Tub Codes, Uniform Plumbing Codes, etc. adopted by ordinance and/or by reference.	Adoption	Permanent-Until superseded	GC 34090 et seq.	Adopted by Council and/used as reference, stored in Building Dept.
Deeds	By Street	Documents showing ownership of real property including grant deeds, quit claim deeds, easement deeds, abandonment of streets or alleys	Recording	Permanent	GC 34090 (a)	City Clerk
Elections	Assessment District/Ballots, Prop. 218	Property related fees (assessment ballot proceedings and competed ballots); Ballots - Property related fees (Assessment Ballot Proceeding). Ballots are disclosable public records during and after tabulation.	Recording	Permanent	GC 34090 (a)	City Clerk
	General Election/Historical Data	Statistics on population voter registration, election turnout, election results, sample ballots, copies of election results, proof of publication, certificate of election, and oaths of office	Election date	Permanent		
	Petitions - Initiative/Recall/Referendums	Not a public record - documents resulting in an election - retention is from election certification. Charter amendments, initiatives, recalls, and referenda; includes intent to circulate petition, text of petitions, City Attorney approved petition titles, proof of publications, and all related documents	Certification of Election Results OR Clerk's final exam of petition	8 months	EC 17200, 17400, GC 6253.5; EC 17400; GC 34458-60; EC 17200 requires petition documents to be kept 9 months after Council adoption of election results or after Clerk's final exam of petition if no election	
	Charter Amendments	Documents related to election on Charter amendments	Origination date	Permanent	GC 34458-60; GC 34090	

City of Los Alamitos Records Retention Schedule
City Clerk's Office

Schedule B

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Elections (continued)	Nomination Documents - Successful	All nomination documents and signatures in lieu of filing petitions	Election date	T + 4 years	EC 17100	City Clerk
	Nomination Documents - Unsuccessful	All nomination documents and signatures in lieu of filing petitions	Election date	Election + 5 years	GC 81009 (b)	
Financial Documents	Bond Exhibits - By Bond Issue	Bond document references in enabling resolutions or ordinances approved by City Council; Authorization/public hearing records/prospectus/proposals/certificates/notices (transcripts)/registers/statements	Meeting date	Cancellation, reduction or maturity + 10 years	CCP 336a, 337.5	Finance
	Bond Transcripts - By Bond Issue	Backup documents of bond issues e.g., legal options of bond counsel	Maturity date	2 years	GC 34090 et seq.	Finance
	Comprehensive Annual Financial Report (CAFR)	Annual Financial statements on City assets, liability, revenues and expenditures prepared by City staff and subjected to an independent audit	Year date	2 years	GC 34090 et seq.	Original in Administrative Services, copy maintained in Clerk's Office for public review
Fair Political Practices Commission (FPPC)	Campaign Statements - City Council, elected (originals)	Original statements of elected candidates and committees supporting elected candidates of City Council	Election date	Permanent (Can image after 2 years)	GC 81009 (b); GC 81009 (g)	City Clerk
	Campaign Statements - City Council, not elected (originals)	Original statements of candidates and supporting committees for candidates not elected to City Council	Election date	5 years	GC 81009 (b); GC 81009 (g)	
	Campaign Statements for other than City Council (originals)	Original statements of all other persons and committees	Election date	7 years	GC 81009 (c); GC 81009 (e); GC 81009 (g)	
	Campaign Statements (copies)	Copies of reports/statements	Election date	4 years	GC 81009 (f); GC 81009 (g)	
	Conflict of Interest Code	Required under Political Reform Act; positions must be reviewed by July 1st of every even-numbered year and amended if necessary	Adoption Date	Permanent - Adopted by Resolution	GC 87300	
	Ethics Training Records (AB 1234)	Records required to be kept under Gov. Code section 53235.2. Records must show dates that local officials satisfied the training requirements and the entity that provided the training. Applies to Boards, Commissions, Elected Officials, and Form 700 filers	Filing year	Hard Copy - 5 years after receipt of training	GC 53235.2	
	Statements of Economic Interest - Form 700 (copies) (elected officials)	Copies of original statements of elected officials forwarded to FPPC	Termination	4 years	GC 81009 (f), (g)	
	Statements of Economic Interest - Form 700 (originals) (non-elected)	Originals of statements of designated employees	Termination	7 years	GC 81009 (f), (g)	
	Gift to Agency Receipt - Form 801 (elected officials)	As required by FPPC	Filing year	4 years	GC 81009 (f), (g)	
	Agency Report of Ceremonial Role Events and Ticket/Pass Distribution - Form 805 (elected officials)					

City of Los Alamitos Records Retention Schedule

City Clerk's Office

Schedule B

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Fair Political Practices Commission (FPPC) (continued)	Behested Payment Report - Form 803	As required by FPPC	Filing year	4 years	GC 81009 (f), (g)	City Clerk
	Agency Report of New Positions - Form 804					
	Agency Report of Consultants - Form 805					
	Pubic Official Appointments - Form 806					
Insurance (INS)	Contractors/Service Providers	Certificates of Insurance or surety bonds required for individuals and companies on contract with the City.	Date of Agreement/Project	T of agreement + 4 years	GC 34090 et seq.	City Clerk - Original certificate with appropriate agreement of project
	Insurance Certificates, City	Liability, performance bonds, employee bonds, property; insurance certificates filed separately from contracts	Expiration date	Until Superseded	GC 34090 et seq.; also under bonds	
	Insurance, Liability/Property	May include liability, property, Certificates of Participation, deferred, use of facilities	Expiration date	Until Superseded	GC 34090 et seq.	
Land Use	Land Annexation/Reorganizations	California Secretary of State Certification, City Certificate with Affidavit of Completion of annexation, and Annexation Map; Notices, Resolutions, Certificates of Completion	Secretary of State Filing Acceptance	Permanent	GC 34090 et seq.	City Clerk
Legislative Bodies	Agendas	Copies of complete agenda packets (Original agenda reports filed with appropriate project/subject files)	Meeting date	Hardcopy - 2 years, Laserfiche imaging - Permanent	GC 50115; GC 34090 et seq..5	City Clerk
	Agenda Notices	Notices - Public Meetings including Special Meetings	Folder year date	2 years		
	Agenda Publications	Affidavits of Publication/Posting - Proof of publication or posting of legal notices. Examples: Notice of Public Hearing, Notice Lien, etc.	Folder year date	2 years		
	Audio and Video Recordings	Recordings of Council Meetings	Meeting date	Permanent	GC 54953.5 (b)	
	Records - audio (for preparation of meeting minutes)	Includes Council/Commission and Boards	Meeting date	Until no longer needed for preparation of minutes (after minutes are approved)	GC 34090 et seq., 64 Ops. Atty. Gen 317	
Logs	City Clerk Logs	Logs of documents received by the Clerk	Folder year date	3 years	GC 34090 et seq.	City Clerk
Public Records Request	Public Records Requests	Requests from the public for documents retained by the City and supporting documentation	Receipt date	C + 2 years	GC 34090 et seq.	City Clerk
Special Agencies	By-laws	Records retained by the Clerk acting as Secretary for Special Agencies. As of March 2015, includes Public Facilities Corporation.	Approval date	Permanent	GC 34090 et seq.	City Clerk
	Minutes					
	Resolutions					

City of Los Alamitos Records Retention Schedule

City Clerk's Office

Schedule B

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Special Districts	Assessment District - By Number	Established by the City to provide certain services financed by assessments levied on district properties enacted by resolution, ordinance	Approval date	Permanent	GC 34090 et seq.	City Clerk
	Underground Utility District (UUD) - By Number	Documents on Council actions to install new or move existing utility lines underground as enacted by resolution	Meeting date	Permanent	GC 34090 et seq.	
Vital Records	City Charter	Establishing the City of Los Alamitos as a municipal corporation and chartered City.	Date of Voter Approval	Permanent	GC 34090 (e)	City Clerk
	Minutes	Official record of actions taken during Council meetings	Meeting date			
	Council Committee Minutes	Standing Committees. As of March 2015, Budget Standing Committee and Los Alamitos Unified School District/City Working Group	Meeting date			
	Ordinances	Laws or orders adopted by the City Council	Adoption date			
	Resolutions	Legislative actions	Adoption date			

City of Los Alamitos Records Retention Schedule

City Attorney's Office

Schedule C

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Federal Court Cases	By Case	Case file for Federal Court Cases	Closing Date	5 years	Code of Civil Procedures Sec. 337; GC 34090 et seq.	City Attorney
Criminal Cases	By Case	Case file for Criminal Court Cases	Closing date	5 years		
Judgment and Settlements	By Case	Concluding Case documents	Closing date	10 years		
Personnel Board of Appeals	By Appellant	Personnel	Closing date	5 years		
Superior Court Cases	By Case	Case File for Superior Court Case	Closing date	5 years		
Eminent Domain Cases	By Property	Case File for Eminent Domain Case	Closing date	5 years		
General Files	By Subject	Subject matter files	Closing date	2 years		

City of Los Alamitos Records Retention Schedule

Development Services

Schedule D

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Abandonment	Alley/Street	City agrees to relinquish all rights and real title to underlying property	Approval date	Permanent	GC 34090 (a)	City Clerk
Address Change	Street Name	Any change to description of the street name	Approval date	Permanent	GC 34090 (a)	Community Development
	Street Number	Change in numerical identification due to expansion or decrease in numbers				
Administrative Services	Agreements	Contracts entered into by the City relation to goods, services, legal settlements and program responsibilities; includes Joint Powers Agreements.	Expiration date	4 years	CCP 337; GC 34090 et seq.	City Clerk
	Action Items	Staff reports to commissions and other legal bodies (excluding City Council)	Date of action	2 years		
	Bids & Proposals (Successful)	As required by the City's Purchasing Ordinance. Non-CIP projects.	Date of award	AU + 5 years		
	Bids & Proposals (Unsuccessful)	As required by the City's Purchasing Ordinance	Date of award	2 years		
	Bonds	Authorization/public hearing records/prospectus/proposals/certificates/notices (transcripts)/registers/statements	Cancellation, redemption, or maturity	10 years		
	Grants - Successful	Grant documents and all supporting documents; applications, reports, contracts, project files, proposals, statements, sub-recipient dockets, environmental review, inventory, consolidated plans, CAPERS, etc. (including CDBG)	End of grant year	End FY +4 years		
	Grants - Unsuccessful	Applications not entitled	Date of action	2 years		
	Procedure Manual	Administrative	Until superseded	S + 2 years		
Agreements	Development	Contract between City and developer in which the City agrees to guarantee specific entitlement in exchange for conditions or approval	Expiration date	Permanent	CCP 337, 337.1(a), 3.37.15; GC 34090 et seq.; 48 CFR 4.703	City Clerk
Applications	Alternate Methods and Materials of Construction	Concepts and materials not covered by current building code	Approval date	Permanent	GC 34090 et seq.	Planning
	Appeals	Appealing decisions or requirements of Planning Commission or Community Development Director made by interested party, individual or group	Approval date	Permanent	GC 34090 et seq.	
	Appeals to Code	Appealing to Uniform Code Appeals Board to resolve code disputes	Approval date	Permanent	GC 34090 et seq.	
	Appeals Board	To appeal a decision or interpretation of the Building Official to Planning Commission	Approval date	Permanent	GC 34090 et seq.	
	Conditional Use Permit (CUP)	Specific use of land or buildings in a land use district wherein such use may be so conditionally	Approval date	Permanent	CG 34090 (a); H&S 19850; 4003; 4004	
	Development Review	Members of a Committee representing all City agencies to coordinate site plan review comments	Approval date	3 years	GC 34090 et seq.	
	Documentation of Unreasonable Hardship	Exception from the requirement of the Title 24 Energy Standards	Approval date	Permanent	GC 34090 et seq.	

City of Los Alamitos Records Retention Schedule

Development Services

Schedule D

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Applications (continued)	Extension	Request for additional time to implement conditions of approval for discretionary applications	Approval date	3 years	GC 34090 et seq.	Planning
	Permit Extension	Request for additional time to complete repairs and/or corrections	Permit issuance	2 years	GC 34090 et seq.	
	Floodplain Variance	Request showing sufficient cause to deviate from the Floodplain Management regulation	Permit issuance	Permanent	GC 34090 et seq.	
	General Plan Amendment	Alteration or re-designation of land use or policy contained in the General Plan	Adopted date	Until superseded + 2 years	GC 34090 et seq.	
	Legal Nonconforming	Legalizing unpermitted additions or conversions to structures	Adopted date	Life of structure + 2 years	GC 34090 et seq.	
	Lot Line Adjustments	Minor modifications of existing lot lines	Recorded date	Permanent	GC 34090 et seq.	
	Minor Exceptions	Waiver of modification of those zoning provisions which pertain to minimum requirements	Approval date	2 years	GC 34090 et seq.	
	Pushcart License	Permit to operate a pushcart	Permit issuance	2 years	GC 34090 et seq.	
	Residential Relocation	Any relocation of a residential structure from one parcel to another	Permit issuance	2 years	GC 34090 et seq.	
	Planned Sign Program (PSP)	Mechanism to insure the coordination of signage within a development site	Approval date	Permanent	GC 34090 et seq.	
	Planning Commission Site Plan Review	Project plans requiring approval of Planning Commission	Until superseded or building is demolished	Permanent	CG 34090 (a); H&S 19850; 4003;4004	
	Specific Development	used to create project or area specific standards of property through an amendment application	Adopted date	Permanent	CG 34090 (a); H&S 19850; 4003;4004	
	Specific Plan	Used to create special zoning districts through an amendment application	Adopted date	Permanent	CG 34090 (a); H&S 19850; 4003;4004	
	Subdivision Parcel Map (or Parcel Map)	Consolidation or division of four or fewer parcels	Recorded date	Permanent	GC 34090	
	Tract Map	Division of five or more parcels	Recorded date	Permanent	CG 34090 (a)	
	Variance	Request for variation from Zoning Code	Approval date	Permanent	CG 34090 (a); H&S 19850; 4003;4004	
	Amendment Application	Amendment, supplement or change of district boundaries	Adopted date	Permanent	CG 34090 (a); H&S 19850; 4003;4004	
	Zoning Ordinance Amendment (ZOA)	Change to the Zoning Ordinance	Adopted date	Permanent	CG 34090 (a); H&S 19850; 4003;4004	
Certificates	Compliance	Ensures compliance with the current code	Approval date	Life of structure + 2 years	CG 34090 (a); H&S 19850; 4003; 4004	Planning
	Land Use - Temporary	Type of permitted use for minor uses such as temporary activities	Approval date	Current + 2 years	CG 34090 (a); H&S 19850; 4003; 4004	

City of Los Alamitos Records Retention Schedule

Development Services

Schedule D

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Certificates (continued)	Land Use - Permanent	Public documentation of legal exterior pay telephones	Approval date	Permanent	CG 34090 (a); H&S 19850; 4003; 4004	Planning
		Satellite Dishes	Approval date	Life of structure	CG 34090 (a); H&S 19850; 4003; 4004	
	Temporary Certificate of Occupancy	Allows occupancy before final permits is issued	Permit issuance	Permanent	GC 34090 et seq.	Building
California Environmental Quality Act (CEQA)	Categorical Exemption	Brief statement that a project is exempt from CEQA	Approval date	Permanent	GC 34090 (a); CEQA Guidelines	Planning
	Environmental Impact Report (EIR)	Document disclosing impacts of project development; may include detailed technical studies		Completion + 2 years		
	Environmental Review	Correspondence, consultants, issues, conservation				
	Mitigation Monitoring Program	Prepared for all projects in which mitigation measures have been incorporated in the environmental document				
	Negative Declaration	Included Environmental checklist to discuss areas of potential project impact; mitigation measures may be included		Permanent		
	Notice of Completion	Informs agencies and general public that a lead agency has prepared a Draft EIR for public review				
	Notice of Determination	Prepared by lead agency after an EIR has been certified or Negative Declaration has been approved; beings a 30-day statue of limits to challenge project				
	Responses to Comments (Final EIR)	After lead agency receives public comments on the Draft EIR, each comment raised is given response				
	Statement of Overriding Consideration	When an EIR is prepared for a project that has unavoidable adverse impacts, this document is prepared to provide decision makers with an explanation of why the project benefits outweigh any adverse environmental effects				
	Facts and Findings	Findings are made for each significant effect identified in the EIR				
Code Enforcement	Liens and Releases	Utilities, abatement, licenses	Inspection date	2 years; permanent if document is recorded	GC 34090 et seq.	Code Enforcement
	Reports, Federal and State	Statistics, may contain records affecting title to real property or liens	Inspection date			
	Citations and Case Files	Examples include but are not limited to: Notice of Violations, Infractions, Parking vehicle for sale in front yard, weed abatement.	Issuance date	2 years; permanent if records affect title or lien	GC 34090 et seq.	Code Enforcement

City of Los Alamitos Records Retention Schedule

Development Services

Schedule D

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Complaint	Criminal	Referral to City Attorney for action	Issuance date	2 years	GC 34090 et seq.	Code Enforcement
Covenants and Agreements	Access and Parking	Common access/parking between two or more properties	Approval date	T + 10 years	CCP 337.15	Community Development
	Covenants and termination of Covenants	Legal description of parcel land				
Determination of Nonconforming Status	By Property	A legal determination of a use or building on a site which does not conform to current standards	Approval date	Permanent		Planning
Development	Photographs	Aerial photographs	Approval date	Permanent	GC 34090 et seq.	Community Development
	Projects not completed or approved	Building, engineering, planning	Approval date	2 years	GC 34090 et seq.	
	Reports	Periodic activity	issuance date	2 years	GC 34090 et seq.	
Finding of Fact	Planning Commission/Zoning Administrator	Written finding which shall specify all facts relied upon by City Council, Planning Commission, or Zoning Administrator in rendering its decision and in attaching conditions and safeguards	Approval date	Permanent	GC 34090 (e)	Planning
General	Correspondence	General, including citizen feedback, letters, email; various files not related to specific cases and otherwise specifically covered by the retention schedule	Received date	2 years	GC 34090 et seq.	Community Development
	Project Files	Project files including correspondences, reports, and relevant back-up documentation	Completion Date	3 years	CCP 337; GC 34090 et seq.	
	Planning/Engineering	Materials board, renderings, boards and photographs	Approval date	Permanent	GC 34090 et seq.	
General Plan	General Plan Document	Image on completion, 1 paper copy in Clerk's Office until superseded	Council Approval Date	Permanent	GC 34090 et seq.	Planning
Inspection	Business License Certificate of Occupancy	Inspection for finance and planning divisions	Issuance date	Permanent	GC 34090 et seq.	Building
	Notice of Violation	Corrections and/or violation to be resolved prior to final approval		2 years		
	Reinsertion	For additional inspections above the normal requirement				
	Report: fire damage	Examination of the extent of the damage				
Investigation Notice	Special investigation and/or complaint	Request by Fire Department	Issuance date	2 years	GC 34090 et seq.	Building
	Notice and order of substandard	Repairs or demolitions to buildings or structures	Closure date	Settled date + 2 years		
	Violations	Noncompliance with City Codes	Closure date	Settled date + 2 years		
	Special investigations	Pre-inspection for code compliance	Inspection date	2 years		
Permits	By property	Building, Electrical, Grading, Mechanical, Plumbing, and Solar permits to allow for code compliance	Issuance date	Permanent	GC 34090 (a); H&S 19850; 4003; 4004	Building
	Film Permit	Granted for the purpose of photographing or filming	Expiration date	2 years		
	Home Occupancy	Business use which does not alter the residence	Approval date	T + 2 years		

City of Los Alamitos Records Retention Schedule

Development Services
Schedule D

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
	Massage	Certificate of Operation. Every person who owns, operates, manages or is employed in any massage establishment within the City.	Application date	Permanent	GC 34090 et. seq	Planning
	Peddling, Canvassing, and Soliciting	Persons and organization visiting and continuing to visit private residential properties for the purpose of soliciting or peddling of goods, wares, merchandise, or services.	Approval date	T + 2 years		
	Special Event	Parades, athletic events and public assemblies as established in LAMC Chapter 12.44	Event date	T + 2 years		
	Temporary Sign Permits	System to control size, location, type and number of off premise signs located on private property	Approval date	Permanent		
	Temporary Sign Permits, Home Occupation	Building signs (temporary)	Approval date	2 years		
	Temporary Use Permit	Temporary uses conducted on privately owned property outside of a private structure (e.g., carnivals, car washes, outside displays/sales, etc.) LAMC 17.46	Expiration date	2 years		
Receipts	Application	Fees for various divisions permits, applications, etc.	Validation date	AU + 5 years	26 CFR 31.6001-1(e)(2)	Community Development
Report	Asbestos	Verification of reports accuracy	Issuance date	Permanent	GC 34090 et seq.	Community Development
	Federal/State	Statistics to various government agencies				
	Soils Report					
Plans	By Property	Engineered plans pertinent to commercial structures	Approval date	Permanent		Building
Vital Records	Register of Historic Properties	Applications, photographs or property designated by Council action as historic property as enacted by resolution	Approval date	Permanent	GC 34090 (a)	City Clerk

City of Los Alamitos Records Retention Schedule

Administrative Services and Finance (ASF)

Schedule E

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Accounting and Budget	Projects	Contains project documents for grants, agreements, billing reimbursement	Date completed	7 years	GC 34090 et seq.	ASF
Accounts Payable	Year-end Accrual	End of year accounts payable accruals, annual emission fee report	Date prepared	4 years	GC 34090 et seq. IRS Reg 31.6001-1(e)(2)	ASF
	Disbursement Edit Listing	List of paid invoices by fund and activity	Run date	7 years		
	Vendor payment documents for grants or capital projects	Supporting documentation for disbursements for City expenditures for grants or capital projects	Beginning grant period date	10 years		
	Vendor Claim Check Register	Lists payments to vendor	Date prepared	7 years		
	Warrant Requests	Back up information for checks issued by the City	Date prepared	AU + 7 years		
Accounts Receivable	Unpaid billing	Lists unpaid billings	Date prepared	4 years	GC 34090 et seq.	ASF
	Transaction History Report	Accounts receivable historical data including cash receipts and retiree medical payment receipts	Run date	5 years	GC 34090 et seq.	
Americans with Disabilities Act (ADA) Title II	ADA Transition Plan	Tracking of structural changes required to bring organization into compliance with Title II of the ADA	2015	Permanent	ADA Title II; Section 504, rehabilitation Act	ASF
Appropriation/Adjustments		Changes to City budgets as approved by Council and/or City Manager	Date prepared	3 years	GC 34090 et seq.	ASF
Audit	Working Papers	Audit documents; year-end financial work papers	Date prepared	3 years	GC 34090 et seq.	ASF
Banks	Daily Bank Balance Report	Reports of daily banking activity	Date prepared	CU +3	GC 34090 et seq.	Treasury
	Deposit Slips	Treasury's copy of all City deposit slips set to bank	Date prepared	Audit + 4		
	Reconciliation Records	Internal reconciliation records for accounts	Date prepared	Audit +4		
	Return Checks	Copies of customers checks returned by bank, letters sent to customers, etc.	Received	Audit + 5	GC 34090 et seq.; GC53607 GC 34090 et seq.; GC53607	
	Statements	Statements relating to investment banking	Received	CU + 3		
	Transfer Activity Records	Documents pertaining to the wiring of funds to/from bank accounts	Date prepared	Audit + 2		
Business License Tax	Monthly Register Reports	Miscellaneous Business License Account summary information reports	Date prepared	CU + 3	GC 34090 et seq.	ASF
	Deletion Records	Deleted and/or canceled accounts	Date canceled	T + 3		
	Gross Receipts and Variable Assessments statements	Business License Tax statements filed by business operators	Date received	CU + 3		
	Miscellaneous Receipts	receipts for miscellaneous payments	Date prepared	CU + 3		
	Original applications	Original business license tax applications	Application date	7 years		
	Payment records	Statements Relating to calculation and payment of business license tax	Date received	CU + 3		
	Renewal registration records	Statements relating to business owner information	Date received	CU + 3		
	Payments/Daily Cash Receipts	Business License Tax payments received and process via treasure cashiers	Date received	Audit +4		
	Statements and Account Reconcilement	List all bank-cleared City checks; filed by name and by fiscal year	Date prepared	Audit +5		
Bonds	Bond Documents and Schedules	Revenue, refunding and financing of City Projects		Audit + 4	GC 34090 et seq.	ASF

City of Los Alamitos Records Retention Schedule

Administrative Services and Finance (ASF)

Schedule E

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Checks	Voided/Canceled Checks and Related Reports	Checks voided/canceled; issued by the City; includes Workers Compensation, Payroll and vendor; includes checks voided as a result of printer misalignment	Date issued	Audit +5	GC 34090 et seq.; CCP 337	Treasury
Community Development Block Grant (CDBG)	CDBG Report	List CDBG project expenditures, encumbrances, and available balances	Date prepared	Terminate+ 4 years	GC 34090 et seq.	ASF
Comprehensive Annual	Audited	General Purpose Financial Statements	Publication date	15 years	GC 34090 et seq.	ASF
General Ledger	Expenditure and Revenue Reports	Monthly and Fiscal year Expenditure and Revenue Reports	Period end	Audit + 2 years	GC 34090 et seq.	ASF
Internal Revenue Service (IRS)	Form 1099	Self-explanatory; filed by calendar year	Date prepared	5 years	GC 34090 et seq.	ASF
Journal Entry	General Ledger	Documents used to manually post entries to general ledger/cost ledger	Date prepared	8 years	GC 34090 et seq.	ASF
Labor	PGIS Internal Service Fund	List labor charged for PWA Project Management employees by account number	Run date	10 years	GC 34090 et seq.	ASF
	PGIS Labor Distribution Report	List labor charges	Run date	10 years	GC 34090 et seq.	ASF
	Posting Errors	List labor charges "Unable to post"	Completion date	1 year	GC 34090 et seq.	ASF
Overhead Distribution	Indirect Cost	List indirect costs and overhead charges	Date prepared	8 years	GC 34090 et seq.	ASF
Payroll Documentation	Accrual Reports	Reports to indicated year to date balances, prior year, owning, current year, entitlements, time taken, etc.	Date prepared	3 years	GC 34090 et seq. IRS Reg 31.6001-1(e)(2), 26 CFR 1.6001-1, RTC 19530	Payroll Generating Department
	Attendance Reports	Daily attendance postings		10 years		
	Retirement Reports	Employee reportable earnings/contribution reports		10 years		
	Employee Earnings W-2	YTD W2 earnings (ER copies of W2)		Audit + 4		
	Earnings Check Registers	Pay period employee earnings		10 years		
	State Quarterly Reports	Quarter employee earnings		10 years		
	Leave of Absence (except Med. Leave, see Personnel)	Authorizing absences forms		2 years		
	Time Exception Sheets	Labor Expenditure charges to applicable fund/activity other than home account.		3 years		
Purchasing Documentation	Bids/Proposals	Original bid, bids received, bid list, advertising record	Completion date	3 years	GC 34090 et seq.	Purchasing
	Bids/Proposals - Unsuccessful	As required by the City's Purchasing Ordinance	Award date	2 years		
	Purchase Orders	As required by the City's Purchasing Ordinance	Purchase date	5 years		
	Travel Request and Expense Reports	Self-explanatory	Travel date	Current Year + 2 years		
Revenue Records	Liens	Self-explanatory	Date prepared	Permanent	GC 34090	Payroll
	Collection Agency Records			7 years		
	Parking Ticket Processing			3 years		
	Payment Stubs			2 years		

City of Los Alamitos Records Retention Schedule

Administrative Services and Finance (ASF)**Schedule E**

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Revenue Records (continued)	All other revenue records	May include, but is not limited to: Account adjustment sheets; business tax files (applications, renewal forms); return check processing; cash receipts; credit; debit; purchase card receipts; authorization forms; business, transfer; and utility users tax records; transient occupancy tax; utility user tax rebate; deposit slips; business tax correspondence and affidavits; payment reports	Date prepared	5 years		
Checks	Voided/Canceled Checks and Related Reports	Checks voided/canceled; issued by the City; includes Workers Compensation, Payroll and vendor; includes checks voided as a result of printer misalignment	Date issued	AU + 5	GC 34090 et seq.; CCP 337	Treasury
Checks (continued)	Paid Checks	Paid checks issued by the City; includes Workers Compensation, payroll, and Vendor Checks	Date issued	AU + 5	GC 34090 et seq.; CCP 337	Treasury
	Transmission of all checks issued by City to Bank	List of all City check issued to allow bank to clear check through account for positive pay		CU + 2	GC 34090.7	
Transient Occupancy Tax (TOT)	Filing Records	Original registration	Registration date	T + 3	GC34090 et seq.	Treasury
	Payment Records	Monthly Filings and remittances	Date received	CU + 3	GC 34090 et seq.	Treasury
Parking Citations	Collections	Itemization of citation payments collected by contract services agency	Date received	CU + 3	GC 34090 et seq.	Treasury
	Register	Parking citation payments processed by Treasury Staff	Date received			
	Amounts Written-off report	List of parking citations wrote-off by DMV	Date received			
	Citations Referred to DMV	Itemization of citations refereed to DMV for collection	Date prepared			
	DMV Collections	DMV parking citation collections	Date prepared			
Refund Requests	Business Tax office; Utility Users Tax and Misc. Refunds	Refund requests including supporting documentation	Date processed	CU +3	GC 34090 et seq.	Treasury
Treasury	Daily Treasurer's Reports	Report of daily revenues received with detail payment information and related working papers	Date prepared	CU + 3	GC 34090 et seq.	Treasury
	Treasury Investment Activity Records	All documents pertaining to investment activity	Date prepared	CU + 3	GC 34090.6	Treasury
Utility Users Tax (UUT)	Exemption Applications	Homeowners low income exemption application	Decision date	CU + 3	GC 34090 et seq.	Treasury
	Filing Records	Original registration	Date received	T + 3		
	Maximum Tax filings	Annual registration and maximum tax payment records	Date received	CU + 3		
	Payment Records	Monthly filings and remittance	Date received	CU + 3		

City of Los Alamitos Records Retention Schedule

Personnel**Schedule F**

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Billings	Medical/Dental/Vision/Life/LTD/Flexible Spending Account and any other Insurance Carrier	Billings from insurance carriers	Date received	5 years	Department Defined	Personnel
	Unemployment Insurance	UI quarterly bills from State of California Employment Development Department and summaries of payments made by the City				
Candidate Files (Unsolicited and Unsuccessful)	Records used during the hiring process.	May include, but is not limited to: applications, rating sheets, reference checks, interview questions, psychological examination, medical examination, correspondence.	Date received	3 years	GC 34090 and 12946, 29 CFR 1602.31 & 1627.3(b)(ii), GC 12946	Personnel
Contract Files	Complaints/Requests for Accommodations	Dental insurance contract files	Expiration Date	Permanent	Department Defined	City Clerk
	Life	Life Insurance contract files				
	Long Term Disability (LTD) Insurance	Long-term Disability (LTD) contract files				
	Medical/Dental/Vision/Life/LTD/Flexible Spending Account and any other Insurance Carrier	Medical Insurance contract files				
	Flexible Spending Account	Flexible Spending Account contract files				
	Employee Assistance Program (EAP)	Employee Assistance Program contract files				
	Retiree Health Savings Plan	Supplementary Retirement Plan contract files				
Department of Transportation (DOT)	Random DOT Drug and Alcohol Testing	Records of positive alcohol test results (0.02 or greater) and positive drug test results	Record Date	5 years	Procedures for Transportation Workplace Drug and Alcohol Testing Programs, Part 40, Section 40.333	Personnel
		Documentation of refusals to take required alcohol and/or drug tests; documentation of follow-up tests and test schedules		5 years		
		Information obtained from previous employers re: drug and alcohol test results of employees		3 years	Procedures for Transportation Workplace Drug and Alcohol Testing Programs, Part 40, Section 40.333 and 40.25	
		Records pertaining to the inspection maintenance and calibration of EBTs		2 years		
		Records of negative and canceled drug tests results and alcohol test results w/ concentration of less than 0.02		1 year		

City of Los Alamitos Records Retention Schedule

Personnel

Schedule F

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Employment Eligibility Verification (Form I-9)	Full/Part-Time Employees	U.S. Dept of Justice Immigration and Naturalization forms completed and signed by EE and reviewed and verified (with necessary documentation) by employer representative	Date of Employment	3 years after the date of employment or 1 year after employment is terminated whichever is later.	Immigration Reform and Control Act of 1986, Pub. L. 99-603 (* USC 1324a) & WCL, Section 3212	Personnel
Employment Forms (Official)	Dental Insurance Flexible Spending, Section 125 Life Insurance Long-Term Disability Insurance Retire Health Savings Plan COBRA Medical Insurance	Enrollment Forms	EE Separation/ Termination Date	6 years	29 CFR 1620.30-.32 & WCL, Section 3212	Personnel
Equal Employment Opportunity Commission (EEOC)	Employment and Personnel records	Personnel and employment records, including application forms, records pertaining to promotions, layoffs, terminations, salaries and training	Record Date	2 years	EEOC 29 CFR Sect. 1602.31	Personnel
	Involuntary Termination	Personnel records of terminated employees	Termination Date			
	State and Local Government Information Report (EEO-4)	Copy of EEO-4 Report	Report completion date	3 years	EEOC, 29 CFR, Sect. 1602.32	
	State and Local Government Information Report (EEO-4)	Employment records regarding race, color, national origin or sex			EEOC, 29 CFR, Sect. 1602.30	
Equal Employment Opportunity Commission (EEOC); Title VII - Civil Rights Act	Charge of Discrimination	Personnel and/or employment records relating to the charge, including application forms, records pertaining to promotions, layoffs, terminations, salaries and training	Date of record or personnel action	Until final disposition of complaint + 2 years	EEOC, 29 CFR, Sect. 1602.14 and Section 1602.31	Personnel
Fair Employment and Housing Act (FEHA)	Complaints	Personnel and employment records, memorandums, letters or other records of complaints or requests received and responses/action taken	Date of record or documentation received by Personnel	2 years after the date of employment or other action taken	FEHA, title II, DIV 3, Part 2.5; Sect. 12956; EEOC, 29 CFR Sec 1602.14	Personnel
Historical Records	Discipline History	Forms completed by personnel analysts as a record of disciplinary actions taken on employees in their assigned department(s)	Date of record	3 years	Department Defined	Personnel
	Fitness for Duty	Copies of letters sent to employees regarding need for fitness for duty exam. Psychiatrist's evaluations/results of fitness for duty exams.	Letter date			
	Layoffs	Notes/background documentation of layoff actions	Layoff date			
Job Specifications	Classification/Compensation Study records	Basis for salary rates, job descriptions	Date study completed	10 years	Department Defined	Personnel
	Full-time Positions	Background material and final job descriptions for all full-time positions	Date approved by Council	Permanent until superseded		

City of Los Alamitos Records Retention Schedule

Personnel

Schedule F

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Job Specifications (continued)	Part-time/Temporary Positions	Background material and final job descriptions for all part-time and seasonal positions	Date approved by Council	Permanent until superseded	Department Defined	Personnel
Loss Control	Hearing Tests	Audio logical test results	Employee separation/ termination date	30 years	CAL OSHA Title 8	Personnel
Official Personnel Files	Certification/Reassignment Forms	Request for Certification and/or reassignment forms which document and authorize hiring, reassignment, or other employee actions	Separation/ termination date	5 years	29 CFR 1602.30-.32 & WCLC Section 3212	Personnel
	Certificates of Training	Certificates issued to employee which show completion date of training class(es)				
	Commendation Letters	Letters of commendation and/or other congratulatory documents received by and/or issued to employee				
	Disciplinary Actions	Memorandums, letters, or other records of proposed and/or implemented disciplinary action (s)				
	Employee Medical and Exposure Records	Notes/medical release forms, etc., submitted regarding employee's medical condition	Separation/ termination date	30 years	US OSHA 29 CFR 1910.20; CAL Oshawa Title 8	Personnel
	Drug Screen Test	Pre-placement and drug screening authorization and acknowledgement form(s) and results of drug screening		30 years	US OSHA 29 CFR 1910.20	
	Family Medical Leave (FML)	Basic employee data (name, address, class title, pay rate, hours worked per pay period; additions to or deductions from wages) dates (or hours) FML reinstated/take; FML notices given to employer by employee; documents from employer describing FML Policies; records of premium payments or employee benefits; records of any disputed confidential files; records/documents relation to medical certifications	Date FML requested/ granted	3 years	Federal Family and Medical leave Act of 1993; 29 CFR 825.500; GC 12946	
	Grievances (Closed)	Files containing employee's, group of employees', or the Union's timely completion as defined in the MOU		5 years	29 CFR 1602.30-.32 & WCLC Section 3212	
	ID Form	Form completed by new employees providing identifying information used to process records check	Separation/ termination date	5 years		
	Job Application	Applications for employment and resumes (if any) for hired employees		5 years		
	Medical Leave of Absence	Leave of Absence forms used in documentation of medical leave (including pregnancy leave and family and medical leave)		3 years	29 CFR 825.500	

City of Los Alamitos Records Retention Schedule

Personnel

Schedule F

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Official Personnel Files (continued)	Miscellaneous Documents	Documents not specifically mentioned but kept in official personnel file	Separation/ termination date	If medical-related, 30 years; non-medical, 5 years	Medical related - US OSHA 29 CFR 1910.20; non-medical related - 29 CFR 1602.30-.32 & SCLC, Section 3212	Personnel
	Notice of Separation	Form completed by employee and/or department indicating effective date of separation, last day on the job, reason for separation, etc.		5 years	29 CFR 1602.30-.32 & WCLC Section 3212	City Clerk
	Oath of Office	Form Completed and signed by employee affirming allegiance to the Constitution of the United States and the Constitution of the State of California		5 years		
	Outside Employment	Form submitted by employee for approval for employee to be engaged in outside employment		5 years	29 CFR 1602.30-.32 & WCLC Section 3212	Personnel
	Performance Evaluations	Employee performance evaluation forms completed by supervisory personnel re employees' accomplishments of their assigned duties and responsibilities, etc.		5 years		
	Pre-Employment Medical	Forms completed by employee and medical clinic to assess physical capability of employee prior to hiring		30 years	US OSHA; 29 CFR 1910.20	
	Security Check Form	Form completed by Personnel to request Police Department to conduct security check on employee prior to hiring		5 years	29 CPR 1602.30-.32 & WCLC Section 3212	
	Special Licenses	Special licenses issued to employees from DMV, accredited schools, etc., verifying employee meets certain job-related requirements		5 years	29 CPR 1602.30-.32 & WCLC Section 3212	
	Tuition Reimbursement Requests	Copies of applications for training and educational assistance which show employee request, department head approval, and final disposition of request		5 years		
	W-4 Form	Employee's withholding allowance certificate completed by employee authorizing employer to withhold Federal income tax from employees pay and/or for indicating exemption		5 years		
Payroll	Salary Schedules	Adopted by Resolution of the City Council	Adoption date	Permanent		Original Resolution with the City Clerk
Personnel Appeals Commission	Personnel Appeals Board Hearing Files	Employee Personnel Board of Hearing Files	Separation/termination date	5 years	29 CFR 1602.30-.32 & WCLC Section 3212	Personnel
Recruitments	Background Materials	Materials used in the preparation/implementation of recruitments	Date recruitment is initiated	2 years	Department Defined	Personnel

City of Los Alamitos Records Retention Schedule

Personnel

Schedule F

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Recruitments (continued)	Bilingual Certification Forms	Forms certifying bilingual capabilities for employees receiving bilingual pay and applicants for recruitments which require bilingual capability	Employees - Separation/ termination date; Applicants - eligibility list expiration date	Employee - 5 years; Applicants - 3 years	Department Defined	Personnel
	Examination Answer Sheets	Examination answer sheets completed by applicants during testing process and other testing materials	Earlier of date eligible list established or date recruitment canceled	3 years	29 CFR 1620.30-.32	
	Examination Files	Recruitment examination file folders				
	Official Eligible Lists	Eligible lists signed by City Manager. Lists of individuals placed on an eligible list for hiring purposes.	Date signed	3 years	Department Defined	
	Testing Materials	Contains historical data, used for testing candidates	Date eligible list established			
Risk Management/Loss Control	Accident/Damage to City Property Report	Police reports and Departmental accident reports				Personnel
	Actuarial Studies and Audits	Actuarial Audit				
	Insurance Policies	City's Liability Coverage	Permanent	Permanent, until superseded	Department Defined	City Clerk
		City's Property Coverage	Expiration date	2 years		
		Workers Compensation Insurance Policies	Issue date	25 years		
	Liability Claims Against the City	Non-litigated tort claims filed against the City for damages to persons or personal property. Filed with third part administrator	Final resolution date	2 years; minors 18th birthday + 1 year	Department Defined	Personnel
	Special Events Insurance	A "Special Events" coverage, insures third parties for use of City property providing liability coverage for the City	Issue date	5 years	Department Defined	
	State of California Annual Report	State report of workers' compensation liabilities	State filing date	2 years	Department Defined	
	DMV Drivers' Records Reports	DMV Pull Notice Program	Employment date	5 years	GC 34090 et seq.; GC 6254 (c) VC 1808.0(c)	
	Inspection Reports	Loss Control inspection reports which show date, time and location of safety inspections, also identifies hazards	Date inspection conducted	5 years	CAL OSHA	
	OSHA	OSHA Log, Supplementary Record and Annual Summary (Federal & State Cal/OSHA)	Incident date	5 years	LC 6410; 8 CCR 14300.33; 29 CFR 1904.2-1904.6	

City of Los Alamitos Records Retention Schedule

Personnel**Schedule F**

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Risk Management/Loss Control (continued)	Accident/Illness Reports	For Employee medical records and employee exposure records regarding exposure to toxic substances or harmful physical agents. Includes Safety Data Sheets (SDS). Does NOT include; health insurance claims; first aid records of one-time treatments for minor injuries; records of employees who worked less than one (1) year if records are given to employee upon termination.	Incident date	5 years	CAL OSHA	Personnel
Training	AB 1825 Sexual Harassment Prevention	Sign in sheets and associated training materials	Class date	5 years	Department Defined	Personnel
	Attendance Sign-In Sheets	Management and Leadership training programs forms	Sign in date	2 years		
	Class Training records	Training records of all classes	Class date	2 years		
Workers' Compensation	First Aid/Report Only Incident	Notices that an injury happened - no medical records	Final Action date on Claim	5 years	LC 5405; 8 CCR 14311	Personnel
	Indemnity Claims Files	Open/active and closed/inactive temporary and permanent disability claims files involving exposure to lost time. Permanent disability to be compensated. Contains medical files and payment history.	Final Action date on Claim	5 years except lifetime medical award cases destroyed upon death of individual	8 CCR 15400.2	
	"Medical Only" Claims Files	Open/active and closed/inactive claims files. Contain claim forms, billings medical records, check copies, etc. Employee injury - no loss of work greater than 3 days	Final action date on Claim	5 years	8 CCR 15400.2	
	PERS (Sworn) Industrial Disability Retirement Files (Official)	Claims filed by employees (sworn) for PERS disability retirement	Application date	5 years	GC 21101	

City of Los Alamitos Records Retention Schedule
Police Department

Schedule G

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
ABC Files	Name of Premises	History of ABC locations. Applications for ABC licenses to sell and/or serve alcoholic beverages.	Application date	Permanent	GC 34090 et seq.	Department Secretary
Administrative Investigations (Internal Affairs Incidents by Type)	Employee Accidents	Investigations of accidents involving on-duty Departmental Personnel	Date investigations completed	5 years	GC 34090 et seq.	Police Chief's Office
	In-Custody Death Reports	Investigations of in-custody deaths				
	In-Custody Injury/Use of Force	Investigations of in-custody injuries and use of force				
	K-9 Reports	Investigations of K-9 bite incidents				
	Officer Involved Shootings	Investigations of officer involved shootings				
Applicant Files	By Name	Record of applicants not selected	Creation date	3 years	GC 34090 et seq.	Department Secretary
Application Permits	Alarm Permits	Application forms, letters of approval or denial and miscellaneous correspondences	Acceptance or denial date	AU + 2 years	GC 34090, 26 CFR 31.6001-1(e)(2)	Department Secretary
	Food/Ice Cream Vendors			2 years	GC 34090 et seq.	
	Massage License	Includes application and background file		5 years	GC 34090 et seq.	
	Permit Parking			Application forms, letters of approval or denial and miscellaneous correspondences	2 years	
	Push Cart Vendors					
	Taxi Cab					
	Tow Truck					
Audit	Annual Audits	Including but not limited to: State/Federal, DOJ, CLETS, FBI, statics to various government agencies	Audit date	Permanent	GC 34090 et seq.	Department Secretary
Citations	By Citation Number	Parking/Traffic Citations	Issuance date	2 years	GC 34090 et seq.	Records Division
Citizen Complaints	By Employee Name	Investigations of alleged Employee misconduct	Complaint completed date	5 years	PC 832.5; 801.5; 803c EVC 1045, GC 12946; GC 34090 et seq.	Internal Affairs (IA)
Dispositions (Search and Seizures)	By Name	Search and seizure documents received from Court with	Date probation ends	2 years	GC 34090 et seq.	Police Chief's Office
Employee Records	Background File	Record of background investigation	Termination	5 years	GC 34090 et seq.	Personnel Division
	Medical File	Medical information for each Employee		30 years	US OSHA 29 CFR 191020	
	Personnel File	Employment records., i.e. evaluations, pay changes, co		5 years	GC 34090 et seq.	
Field Interview Cards	By Name	Documentation of a filed contact by an Officer	Date Written	2 years	GC 34090 et seq.	Records Division
Finance	Petty Cash Receipts - by Fiscal Year	Expense vouchers and reimbursement requests	Reimbursement date	2 years	GC 34090 et seq.	Special Investigations
Financial Disclosure Form	By Name	Confidential financial disclosure form completed by Employees working designated assignments	Separation date from designated assignment	2 years	GC 34090 et seq.	Personnel Division
Graffiti Task Force		Correspondence, records or interdepartmental actions concerning Task Force issues	Incident date	3 years	GC 34090 et seq.	District Investigations

City of Los Alamitos Records Retention Schedule
Police Department

Schedule G

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Miscellaneous Records	Trespass Forms	Permission form signed by property owner	Date of Initial Report	2 years	GC 34090 et seq.	Filed Operations
	Ride-along Requests	Includes application	Date of Ride Along			
	Vacation Checks	Self explanatory	Date of Check			
Personnel	By Name	City employment requests for record checks of new Employees and supporting documents	Request date	2 years	GC 34090 et seq.	Records Division
	By Name	Explorer Post applications and performance records of explorers	Termination	2 years	GC 34090 et seq.	Department Secretary
Petitions	Petition and Orders under PC 1034 (no case numbers)	Court orders requiring the sealing of records	Order date	2 years	GC 34090 et seq.	Records Division
Police Reports	Child Abuse Reports	Self explanatory	Report date	Close + 10	GC 34090 et seq.	
	Cities in which a case number is also issued			Until DR Purged	GC 34090 et seq.	Records Division
	Domestic Violence Reports			Close + 5	GC 34090 et seq.	
	Fatal Traffic Accidents			Permanent	GC 34090 et seq.	
	Felony Reports			Close +4	GC 34090 et seq.	
	Felony Capital Crimes			Permanent	GC 34090 et seq.	
	Homicide			Permanent	PC 799	
	Marijuana (under 1 oz.)			2 years	H&S Code 113615	
	Non-Criminal Occurrences			Current year +2	GC 34090 et seq.	
	Officer Involved Shootings			Close +25	GC 34090 et seq.	
	Sealed Records - Adult		Date of Sealing	3 years	GC 34090, PC 851.1(a)	
	Sealed Records - Juvenile		Date of Sealing	5 years	GC 34090 et seq., WIC 389(c), WIC 781 (d)	
	Traffic and Parking Citations		Report date	Current year +2	GC 34090 et seq.	
Polygraph Files	By Calendar Year	Pre-employment polygraph examinations	Creation date	3 years	GC 34090 et seq.	Police Chief's Office
Psychological Files	By Calendar Year	Pre-employment psychological examinations results	Creation date	5 years	GC 34090 et seq.	Personnel Division
Roll Call Briefing Files		Information disseminated at roll call briefings	Briefing date	2 years	GC 34090 et seq.	Field Operations
Sexual Harassment Investigations	By Calendar Year	Investigations of sexual harassment complaints	Investigation completion date	5 years	GC 34090 et seq.	Department Secretary
Statistical Reports	Uniform Crime Report (UCR)	State reports of statics on crimes and supporting documentation	Date of report	10 years	GC 34090 et seq.	Operation Captain's Office

City of Los Alamitos Records Retention Schedule

Police Department**Schedule G**

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Supervisor Logs	By Supervisor's Name	Daily logs written by supervisors documenting shift actives	Date Written	2 years	GC 34090 et seq.	Department Secretary
Training Records	Departmental Orders	Self explanatory	Permanent	Permanent	GC 34090 et seq.	Training Division
	Employee Training Records by Employee Name	Schools and classes attended by police employees	Termination Date	5 tears	GC 34090 et seq.	Training Division
	Jail Training Records by Employee Name	Jail Employee training records	Termination Date	5 years	GC 34090 et seq.	Jail Facility
	K-9 Training Records	Training records of K-9 Officers	Termination Date	5 Years	GC 34090 et seq.	K-9 Unit
	Law Summary	Summaries issued by City Attorney and legal advisor	Date of Issue	5 years	GC 34090 et seq.	Training Division
	Range Records	Employees' scores and documentation	Date Created	5 years	GC 34090 et seq.	Training Division
	Standards and Training for Corrections (STC)	Mandated quarter and annual report submitted to STC	Date of Report	2 years	GC 34090 et seq.	Jail Facility
	Training Bulletins	Self explanatory	Permanent	Permanent	GC 34090 et seq.	Training Division
Vehicles	Repossession Logs	Record of repos vehicles reported to the Department	Date of Incident	2 years	GC 34090 et seq.	Records Division
Warrants	Active Local Warrants	Active warrants, teletypes and related documents	Date of Service	2 years	GC 34090 et seq.	Records Division
	Served Local Warrants	Served warrants, teletypes and related documents				
	Worksheets	Served warrant working papers with no case number				

City of Los Alamitos Records Retention Schedule
Public Works Department

Schedule H

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Administrative Services	Correspondences	Misc. correspondences not related to projects	Creation date	2 years	GC 30490 et seq.	Public Works
	Permits	Bus shelters, news racks	Approval date	Expiration + 2 years		
Construction/Engineering	Post Construction Critiques	Project/Contractor reviews	Completion date	T+ 4 years	GC 34090 et seq.	Engineering
	Project Files	Construction project related files	Completion date			
	Bench Marks	Vertical survey data	Survey date			
	Centerline Ties	Horizontal survey data	Survey date			
	Project Data	Project survey data	Survey date			
	Structures	Demolitions	Completion date			
Design Engineering	Soil Reports	Detailed soil analysis/construction recommendations	Report date	Permanent	GC 34090 et seq.	Engineering
	Material Specifications	Specifications of materials used in construction projects	Date approved	Permanent		Engineering
	Acquisition File	Agent's diary, offer letter and other correspondence, escrow documents	Close of escrow	10 years		Engineering
	Relocation File	Informational documents, claim forms, verification of payment, etc.	Receipt of final relocation payment	10 years		Engineering
	Appraisals	Assesses value of property	Close of escrow	2 years		Engineering
	Residential Real Estate	Included deeds, parcel maps, tract maps, right of way maps.	Creation date	Permanent		Engineering
	Right-of-Way	Property Acquisition	Completion date	10 years		Engineering
Development Engineering	Industrial Discharge Permits	National Pollution Eliminations System	Expiration date	Permanent	GC 34090 et seq.	Engineering
	Street Work and Utility Permits	Encroachment Permits	Completion date	5 years		Engineering
	Transportation/Wide Load Permits	Oversized Vehicles	Completion date	3 years		Engineering
	Studies	Runoff/Drainage	Approval date	5 years		Engineering
	NPDES	Correspondences and related documents	Date issued	5 years		Engineering
	Water Quality Management Plan	WQMP	Approval date	Until super seceded		Development Services
	Industrial Commercial Inspection Records	Records required by permit	Inspection date	5 years		Engineering
	City Program Effectiveness Assessment	Annual NPDES Report	Submittal date	permanent		Development Services
	Storm Water Pollution Prevention Plan	SWPPP	Certificate of Occupancy	1 year		Development Services
	Miscellanies Cash Transaction	Contains specific notes	Date issued	3 years		Engineering
	Certificate of Insurance	Proof of Liability insurance and endorsement	Date received	Completion +10 years		Engineering
	Development Project Folder	Public Works requirements of approval for private development projects and site plans. Includes copy of bond release letter	Completion of project or expiration of development agreement, whichever is later	5 years		Engineering
	Development Conditions	Public Works conditions of approval for private development projects	Date issued	Permanent		Engineering
	Special Studies	Joint powers authorities, etc.	Date completed	Permanent		Engineering

City of Los Alamitos Records Retention Schedule
Public Works Department

Schedule H

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Development Engineering (continued)	Certificates of Compliances	City Engineer approval of existing subdivision	Date recorded	Permanent	GC 34090 et seq.	Engineering
	Transportation	Alignment and environmental studies	Project date	Permanent		
	Reports	Measure M, Congestion Management Plan, Arterial Highway Program	Report date	10 years		
	Over the Counter	Public Works requirements of approval for over the counter Projects; site plans	Final sign-off of permit	2 years		
	Conditions of Approval - Private Development	Correspondences regarding Conditions of Approval	Date created and signed	Permanent		
Drawings	Drawings	Plans/Drawings including channelization, signal and interconnect plans, City-owned buildings, structures, wells, reservoirs, widening, overpasses, traffic management studies, counts, phasing, city yard construction drawings, civic center facilities, park structures, streets, alleys, medians, curbs and gutters, sidewalks, transportation center, sewer and water mains, booster stations, lift stations, pump stations, MWD connections	Date signed	Permanent	GC 34090 et seq.	Engineering
	Drawings	Traffic control plans	Date signed			
	Drawings	Bike lane and bike trails	Completion date			
	Drawings	Park improvements	Completion date			
Inventory	Chemical and Hazardous Material	Documents chemicals and hazardous materials owned, used, in the possession in the course of City Business. Material safety data sheets, disposal, use and storage records	Last Use	30 years	8 CCR 3204	Public Works
Maintenance	Service Requests	Requests for maintenance service. Includes and is not limited to: monthly street work summary reports; street maintenance, slurry seal, resurfacing; weed, rubbish, graffiti; planting, removal and trimming of trees; driver equipment certification; supervisor's crew work records; graffiti removal	Request date	2 years	GC 34090 et seq.	Public Works
Traffic	Traffic Signals	Traffic control computer, maintenance	Completion date	Until Super seceded	GC 34090 et seq.	Engineering
	Accident Data/Collision Diagrams	Location/accident/type/collision diagrams	Diagram/Collision date	10 years		
	Average Daily Traffic/Turning Counts	Count data	Collection date	10 years		
	Traffic Orders	Various parking and traffic controls	Install date	Permanent		
	School Crossing Study	Study to justify crossing guard	Completion date	10 years		
	Signal Cabinet Prints	Signal wiring diagram	Install date	Until Super seceded		
	Signal/LT Phase Warrant	Studies to justify left turn installation	Install date	10 years		
	Signal Maintenance	Operation maintenances	Maintenance date	5 years		
	Signal Timing	Operation timing	Maintenance date	5 years		
	Speed Limit Study	Restudied every 5 years	Approval date	10 years		

City of Los Alamitos Records Retention Schedule

Public Works Department**Schedule H**

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Traffic (continued)	Traffic Control Devices Inventory	Installation and maintenance data	Work date	Life of Structure + 5 years	GC 34090 et seq.	Engineering
	Traffic/Parking Studies	Neighborhoods, schools, parks, special	Study date	10 years		
	Requests for Service	Citizen-requests, studies	Request date	10 years		
Preventative Maintenance	Repairs, Inspection and Preventative Maintenance	Repairs, inspection and preventative; heating ventilation and air conditions chiller repair, air condition system refrigerant	Service Date	Life of Asset +2	State of CA, US EPA, SCAQMD	Public Works
	Inspection Reports	Annual Fire Inspection, 5 year systems inspection, annual fire extinguishers			State of CA	
	Underground Storage Monthly Test and 3 year inspections	Maintenance of diesel, gasoline tanks on City property			State of CA, US EPA, SCAQMD	
	Emergency Generators, Internal Combustion Pressure Pups Emission and Maintenance	Reports related to emergency power sources and building fire pump operations			State of CA, SCAQMD	
Light and Heavy Vehicles, Equipment	Fleet Maintenance	Work order, requisitions, accident reports, logs	Generation date	Active + 5 years	GC 34090 et seq.	Public Works
	CHP BIT Records Program	Driver Inspections		Active + 3 months		
		Driver Time Sheets		Active + 6 months		
		Driver Proficiency		Life + 1 year		
		BIT EQU Inspections		1 year		
City Yard	Operating Permits	AQMD UST Permits, hazardous Waste Permits	Generation date	Active	GC 34090 et seq.	Public Works
		AQMD UST Annual Renewal		1 year		
	Inspection and Reports	AQMD UST Monthly Inspection, KPDS Monthly Inspection, Haz-mat Generator Fee report		1 year		

City of Los Alamitos Records Retention Schedule

Recreation and Community Services (RCS)

Schedule I

RECORD CATEGORY	RECORD SERIES	RECORD DESCRIPTION	RECORD START DATE	RETENTION PERIOD	AUTHORITY	CUSTODIAN
Administration	Applications		Application date	2 years	GC 34090 et seq.	RCS
	Correspondences	Misc. correspondences	Date created	2 years	GC 34090 et seq.	RCS
	Permits		Permit date	2 years	GC 34090 et seq.	RCS
Events	City Sponsored Events	Records the planning and history of events sponsored by the City. May include, but is not limited to mailing lists, invitations, photographs, media releases, correspondence, and event diagrams.	Event date	5 years	GC 34090 et seq.	RCS
Projects	General Project Files	Project files including correspondence, reports, and relevant back-up documentation	Folder year date	3 years	GC 34090 et seq.	Originating Dept.
Registration	Participant Registration and Attendance Records	Documents the registration and attendance of participants in sponsored events, activities, and classes. Records may include registration forms or cards, class or activity rosters, consent/waiver forms and related documents.	Last date of participation	2 years	GC 34090 et seq.	RCS
Reservations	Reservation Form	Facility reservations	Event date	2 years	GC 34090 et seq.	RCS

Request for Amendment to Records Retention Schedule

Requested By:

Authority to Destroy Obsolete Records

[illegible]

APPROVAL (print name and sign)

Date _____

Date _____

City of Los Alamitos

Records Management Program

Request for Amendment to Records Retention Schedule

Page 1 of 1

Department: Administrative Services and Finance

Requested By: Craig Koehler

Series Title and Description	Add, Change, or Delete	Reason for Requested Amendment	Authority/ Legal Retention	Current Retention	Proposed Retention
Accounts Receivable - Transaction History	Change	Update the description to include cash receipts and retiree medical payment receipts ✓	GC 34090	5 Years	5 Years
Banks	Add	Reconciliation records for accounts ✓	GC 34090	Audit + 2 years	n/a
Purchasing Documentation	Add	Unsuccessful Bids ✓	GC 34090	2 years	n/a
Purchasing Documentation	Add	Purchase Orders ✓	GC 34090	5 years	n/a
Checks Accounts Payable	Change	Add Warrant requests to the record description ✓	GC 34090	AU + 5 years	AU + 5 years

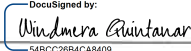
Approved

Department Head: Craig Koehler

Signature: 

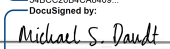
Date: 2/8/23

City Clerk/Records Manager: Windmera Quintanar, MMC

Signature: 

Date: 2/8/2023

City Attorney: Michael S. Daudt

Signature: 

Date: 2/9/2023

City of Los Alamitos
Records Management Program
Request for Amendment to Records Retention Schedule

Page 1 of 1

Department: Development Services**Requested By: Maria Enciso**

Series Title and Description	Add, Change or Delete	Reason for Requested Amendment	Authority/ Legal Retention	Current Retention	Proposed Retention
Community Development Block Grant (CDBG): Grant documents and all supporting documents: applications, reports, contracts, project files, proposals, statements, sub-recipient, dockets, environmental review, inventory, consolidated plans, CAPERS, etc. Application, agreement, backups to payment requests, correspondences, etc. City project files paid with CDBG Funds.	Change	Rename to Grants-Successful (i.e. CDBG) ✓	CCP 337; GC 34090 et seq.	End FY + 4 years	End FY + 4 years
Bids & Proposals (Successful): As required by the City's Purchasing Ordinance	Add	Add in discription non-CIP ✓	CCP 337; GC 34090 et seq.	AU + 5 years	AU + 5 years
Home Occupancy	Change	Change retention period ✓	GC 34090 et. Seq	Permanent	T + 2 years
Peddling, Canvassing, and Soliciting Permit: Persons and organizations visiting and continue to visit private residential properties for the purposes of soliciting or peddling of goods, wares, merchandise or services.	Add	Add series and description ✓	GC 34090 et. seq	none	2 years
Service Requests: Requests for maintenance services, monthly street work summary, street maintenance, slurry seal, resurface, weed, rubbish, graffiti, planting, removal, trimming, locations sq. ft. of graffiti removed	Change	Public WORKS Condense the service requests description to one ✓	GC 34090 et seq.	various	2 years
Citations and Case Files: Notice of Violation, infractions. For vehicle only in front yard parking vehicle for sale.	Add	Include weed abatement in description ✓	GC 34090 et seq.	2 years; permanent if records affect title or lien	2 years; permanent if records affect title or lien
Certificate of Operation Permit: Every person who owns, operates, manages or is employed in any massage establishment within the City	Add	Add series and description ✓	GC 34090 et. seq	none	Permanent

Approved

Department Head:

RON NODA

Signature:



Date:

02/01/2023

City Clerk/Records Manager:

Windmera Quintanar

Signature:

DocuSigned by:

Windmera Quintanar

Date:

2/8/2023

City Attorney:

Michael S. Daudt

Signature:

DocuSigned by:

Michael S. Daudt

Date:

2/9/2023

City of Los Alamitos

Records Management Program

Request for Amendment to Records Retention Schedule

Page 1 of 1

Department: Police

Requested By: A. McDowell #183

Series Title and Description	Add, Change or Delete	Reason for Requested Amendment	Authority/ Legal Retention	Current Retention	Proposed Retention
Sealed Records - Juvenile	Add	Not on retention schedule ✓	GC 34090 WIC 389(c) WIC 781(d)	Date of Sealing + 5 Years	Date of Sealing + 5 Years
Sealed Records - Adult	Add	Not on retention schedule ✓	GC 34090 PC 851.1(a)	Date of Sealing + 5 Years	Date of Sealing + 3 Years

Approved

Department Head: CHIEF MICHAEL CLABORN

Signature:

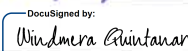


Date:

6/20/22

City Clerk/Records Manager: Windmera Quintanar

Signature:

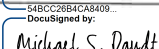


Date:

2/8/2023

City Attorney: Michael S. Daudt

Signature:



Date:

2/9/2023

City of Los Alamitos

Records Management Program

Request for Amendment to Records Retention Schedule

Page 1 of 1

Department: Police

Requested By:

Series Title and Description	Add, Change, or Delete	Reason for Requested Amendment	Authority/ Legal Retention	Current Retention	Proposed Retention
Alarm Permits - Emergency Contact Information and alarm permit application ✓	Add	Add record series	26 CFR 31.6001-1(e)(2)	AU + 5 years	AU + 2 years
Audits - State/Federal; DOJ, CLETS, FBI annual audits; statistics to various government agencies	Add	Add record series ✓	GC 34090 et seq.	Permanent	
Massage Licenses and permits; includes application and background file	Add ✓	Add record series - Dev. SVCS.			5 years
Vacation Checks	Add ✓	Add record series			2 years
Ride-along Request Applications	Add ✓	Add record series			2 years

Approved

Department Head:

WAYNE DIERLEY

Signature:



Date:

2/7/23

City Clerk/Records Manager:

windmera Quintanar

Signature:

DocuSigned by:
Windmera Quintanar

Date:

2/8/2023

City Attorney: Michael S. Daudt

Signature:

DocuSigned by:
Michael S. Daudt

Date:

2/9/2023

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 21, 2023

ITEM NUMBER: 10C

To: Mayor Tanya Doby & Members of the City Council

Presented By: Windmera Quintanar, City Clerk

Subject: Administrative Rules and Regulation Updates

SUMMARY

The Administrative Rules and Regulations (ARs) are a cumulation of policies that were adopted by Council, approved by the City Manager, and/or are administered by the Departments. Many of the policies are in need of updating and/or are now obsolete. Staff has identified policies originally approved by Council that are now obsolete and should be formally repealed.

RECOMMENDATION

1. Recscind Administrative Regulation 2.6 - Challenge Coins; and,
2. Authorize the City Manager to implement, and modify as needed, Administrative Regulation 4.10 - Deputy City Manager Designation; and,
2. Repeal Resolution No. 2015-14, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING THE CITY OF LOS ALAMITOS TRAVEL AND REIMBURSEMENT POLICY DATED JUNE 1, 2015 AND REPEALING RESOLUTION NO. 2009-02"; and,
3. Authorize the City Manager to implement, and modify as needed, Administrative Regulation 6.1 - Travel and Reimbursement Policy.

BACKGROUND

The ARs serve as an organization method for City policies. The policies are housed together in the ARs digital handbook for easy reference and use of City Staff, residents, and surrounding agencies. Ensuring the policies are up to date and useful is a key goal of the Administration Department.

As the City's organization and needs have changed, ensuring the policies are streamlined will help to improve efficiency throughout the City and provide Staff with an effective tool for best practices. Obsolete policies approved by Council need to be replaced by Council. City Manager and Department ARs may be updated and reviewed by Staff as needed.

DISCUSSION

In the spirit of efficiency and transparency, the City's current ARs are available on the City's website here: <http://cityoflosalamitos.org/207/Administrative-Rules-Regulations>. This report

addresses various Council adopted policies. Below is a table of the relevant ARs, the authority for each AR, and staff recommendations for moving forward.

Title	Authority	Recommendation
Section 1 – General Administration		
1.03 Non-Smoking Policy	City Council Ordinance 576	No change required.
1.09 Requests for Inspection and/or Copying of Public Records	City Council	In compliance with the Public Records Act. No change required.
1.10 Policy for Naming Specific Facilities within City Parks	City Council	No change suggested.
1.15 Ticket Handling	City Council Resolution 2018-30	In compliance with Fair Political Practice Commission regulations. No change suggested.
Section 2 – City Council		
2.1 City Council Reorganization	City Charter	No change suggested.
2.2 City Council Agenda Preparation	City Council Resolution 2019-10	No change suggested.
2.3 Absence from Duty – Out of State	City Charter	No change suggested.
2.6 Challenge Coins	City Council	Rescind. Purchases for the Council are made within the approved Council budget.
Section 4 - Personnel Rules and Regulations		
4.10 Deputy City Manager Designation	City Manager (Add)	This policy would allow for the temporary designation of Department Directors or Division Managers as Deputy City Managers. The Deputy City Manager positions are intended to assist the City Manager through the combination of multiple Departmental responsibilities under a single decision-making supervisor/director who can communicate directly with the City Manager.
Section 7 - Travel		
7.1 Travel Reimbursement Policy	and City Council	Policy has not been updated since 2015. Staff recommends rescinding City Council Resolution 2015-14 and authorizing the City Manager to implement a Travel Policy through the Administrative Rules and Regulations in compliance with the adopted budgets and City regulations. Allowing the City Manager to administer changes will ensure the policy can easily adapt to changing economic times and the City's needs.

FISCAL IMPACT

None.

- Attachment:
1. Section 2.6 - Challenge Coins
 2. Section 4.10 - Deputy City Manager Designation Policy
 3. Section 6.1 - Travel and Reimbursement Policy (2023)
 4. Resolution No. 2015-14 - Travel and Reimbursement Policy

City of Los Alamitos

Administrative Regulation

Regulation:	2.6	
Title:	Challenge Coins	
Authority:	City Council	
Date:	September 15, 2014	
Revised:		Bret M. Plumlee, City Manager

- 1. Purpose:** The purpose of this regulation is to allow City Council Member's to use the City of Los Alamitos seal for the design and purchase of Challenge Coins.
- 2. Application:** This Administrative Regulation shall apply to each member of the City Council.
- 3. Regulation:** Each member of the City Council is authorized to use the City seal for the design of a Challenge Coin. Coins will be purchased at the Council Member's expense. There will be no fiscal impact to the City of Los Alamitos.

A Council Member that purchases Challenge Coins will notify the City Clerk's Office with the design of the coin, how many coins have been purchased, and who the coins have been given to.

City of Los Alamitos

Administrative Regulation

Regulation:	4.10
Title:	Deputy City Manager Designation
Authority:	City Manager per Council Minute Action on February 21, 2023
Date:	February 21, 2023
Revised:	

- 1. Purpose:** The purpose of this regulation is to establish an administrative policy permitting the temporary designation of Department Directors or Division Managers as Deputy City Managers. The Deputy City Manager positions are intended to assist the City Manager through the combination of multiple Departmental responsibilities under a single decision-making supervisor/director who can communicate directly with the City Manager.

The Deputy City Manager is not intended to create an additional supervisory level but to consolidate operations from multiple Departments into a working team under a single decision maker.

- 2. Policy:** It is the City Manager's policy that certain Department Directors or Division Managers may be assigned temporary responsibilities that transcend normal lines of Departmental responsibility. For the purposes of accepting responsibility and being held accountable, the City Manager may designate a Department Director or Division Manager with the working title of Deputy City Manager.

The following conditions and restrictions shall apply:

1. The City Manager may designate the Deputy City Manager or remove such designation at any time and for any reason.
2. The Deputy City Manager designation shall not be a new Class Title within the classified service or for at-will executives. The Deputy City Manager designation shall not change the nature of the Department Director or Division Manager's employment status with the City.
3. The Department Director's or Division Manager's personnel record shall reflect the Deputy City Manager assignment period but the title shall not be used for comparative salary surveys or employment references.
4. The designation to Deputy City Manager and acceptance of additional responsibility will result in an additional 5% increase to the Department Director or Division Manager's compensation during the duration of the designation.

3. Procedure:

1. The City Manager, upon designating a Department Director or Division Manager to the Deputy City Manager temporary assignment, shall provide notice to Personnel of the effective date and specific title.
2. The City Manager shall notify all Department Directors and Division Managers whose program responsibilities are subject to a Deputy City Manager supervision and authority.
3. The City Manager should define by memorandum the level of Deputy City Manager responsibility, limits of program and staff supervision, and extent of decision-making authority.

City of Los Alamitos

Administrative Regulation

Regulation:	6.1
Title:	Travel and Reimbursement Policy
Authority:	City Manager per Council Minute Order – February 21, 2023
Date:	February 21, 2023
Revised:	

1. INTENT AND PURPOSE

The City of Los Alamitos recognizes the value of attendance by City officials and employees at professional conferences, seminars, meetings with other government officials, professional organizations, community organizations, and constituents and ceremonial events and activities that promote or benefit the City. This policy establishes travel authorization, expense, reimbursement, and reporting standards consistent with the provisions of this policy and in compliance with California Government Code Sections 53232.2 and 53232.3.

2. APPLICATION

This policy applies to City Council Members, appointed officials who are members of legislative bodies (as defined by Government Code Section 54952), the City Manager and Employees of the City of Los Alamitos.

3. DEFINITIONS

(A) "Appointed Officials" shall refer to those officials appointed as members of legislative bodies (as defined by Government Code Section 54952)

(B) "City" shall refer to the City of Los Alamitos.

(C) "City Council Members" shall refer to the individuals who comprise the legislative body of the City.

(D) "City Manager" shall refer to the City Manager of the City of Los Alamitos, or his or her designee.

(E) "Department Director" shall refer to the director of a department of the City.

(F) "Employees" shall refer to all subordinate employees in the City. For the purposes of this policy, the City Manager is not considered a subordinate employee.

3. POLICY

To the extent that the requirements of California Government Code Sections 53232.2 and 53232.3, which relate to travel and reimbursement policies for City Council Members and Appointed Officials, are applicable to charter cities, this policy is intended to comply with those requirements.

The City reimburses its officials and employees for expenses incurred in connection with business related travel and attendance at meetings and events, in amounts designated in the approved City budget. The establishment of reasonable limits on expense reimbursement assures a prudent and responsible use of public funds and allows more officials and employees to attend beneficial conferences, seminars, and meetings.

Absent unusual circumstances and only with the permission of the City Council, expense reimbursements will not exceed the amounts set forth in this policy. "Reimbursement" for purposes of this policy means all forms of payment for expenses incurred by City officials and employees in the course of their official duties whether paid directly by the City (including without limitation, with a City-issued credit card) or advanced by city officials and employees with personal funds and later reimbursed from City funds.

In addition, this Policy is not intended to address every issue, exception or contingency that may arise in the course of City travel. Accordingly, the basic standard that should always prevail is to exercise good judgment in the use and stewardship of the City's resources. Specific issues not covered here may be directed to the City Manager.

4. TRAVEL REQUESTS AND AUTHORIZATION

A. City Council and Commissioners

Overnight travel for City Council Members shall be coordinated and arranged through the City Clerk's Office and is subject to all provisions of this policy except as otherwise noted. Travel for appointed members of City Commissions shall be coordinated and arranged by the corresponding department.

B. City Employees

Where travel proposes overnight lodging, employees must complete and sign the Travel Authorization Form (Exhibit A). The Travel Authorization Form must be submitted to the City Manager or the City Manager's designee for approval at least forty-five (45) days before the proposed trip. Upon approval, the signed Travel Authorization Form shall be submitted as an attachment to the employee's Expense Report. The City Manager may, at his/her discretion, accept Travel Authorization Forms submitted inside the forty-five (45) day window.

5. COST CONTROL

To conserve City resources and keep expenses within reasonable standards, City officials and employees must use the most economical mode and class of transportation reasonably consistent with scheduling needs and cargo space requirements, using the most direct and time-efficient route.

Government and group rates must be used when available if they present the least expensive fare.

Incidental Expenses, which shall include bridge, road tolls, parking fees, and other similar costs, are considered reimbursable expenses. Baggage handling fees up to \$1 per bag will also be reimbursed.

Expenses for which travelers receive reimbursement from another agency are not reimbursable.

6. LODGING

Actual lodging costs will be reimbursed or paid for when travel on official City business reasonably requires an overnight stay. When an additional charge is imposed for City business related internet/broadband access, the charge may be reimbursed as part of the room rate.

If the lodging is in connection with a conference or other organized educational activity, lodging costs shall not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is at the time of booking. If the group rate is not available, then travelers shall use comparable lodging that is consistent with the per diem rates for lodging as established in IRS Publication 1542, as amended, or any successor publication.

Travelers must request government rates, when available. Lodging rates that are equal or less than government rates are presumed to be reasonable and reimbursable for purposes of this policy. In the event that government rates are not available at a given time or area, lodging rates that are consistent with the per diem rates for lodging as established in IRS Publication 1542, as amended, or any successor publication, are presumed reasonable and reimbursable.

7. METHOD OF TRAVEL

A. Automobile Travel

- (1) City Vehicle. When using a City vehicle, travelers shall be reimbursed for the actual costs of fuel, oil and emergency repairs.
- (2) Private Vehicle. Automobile mileage is reimbursable at the Internal Revenue Service rates presently in effect. The reimbursable amount shall be based

upon the actual mileage traveled for the purposes of the traveler's official duties. In no case shall the amount of reimbursement exceed the cost of the least expensive ticket available via commercial air travel and, if applicable, the cost of a standard size rental car.

- (3) Rental Vehicle. Travelers shall be reimbursed for the cost of a standard size vehicle with the usual and customary levels of insurance. When demonstrable circumstances dictate necessity, travelers may be reimbursed, at the discretion of the City Manager, for upgrading to a larger vehicle.

B. Air Travel

- (1) Airfare shall be reimbursed at the actual ticket cost as stated on the receipt. The City will only reimburse up to the cost of the least expensive ticket available via commercial air travel.
- (2) Change of flight fees shall not be reimbursable.
- (3) Long-term parking shall be reimbursable for travel exceeding twenty-four (24) hours.

C. Other Transportation

Taxi, bus, train, shuttle, or other similar fares, including associated gratuities of up to 15 percent, shall be reimbursed at their actual cost as stated on the receipt.

8. MEALS

Meal expenses and associated gratuities up to fifteen (15) percent will be reimbursed at their actual cost or at the Internal Revenue Service rates currently in effect, as set forth in Publication 1542, as amended, or any successor publication, whichever is less, subject to the following restrictions:

- (1) Breakfast will be reimbursed only when travel begins before 7:00 a.m. and extends beyond 8:00 a.m.
- (2) Lunch will be reimbursed only when travel begins before 12:00 p.m. and extends beyond 2:00 p.m.
- (3) Dinner will be reimbursed only when travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

Meals provided for as part of the cost of the travel, including, but not limited to, conference, complementary, or in-flight meals, are not eligible for travel advances or reimbursement. The City will not pay for alcohol or other personal bar expenses.

9. COMMUNICATIONS

Travelers will be reimbursed for actual telephone and fax expenses incurred on City business. Telephone bills should identify which calls were made on City business.

Travelers will be reimbursed for actual cellular, personal communication device and internet expenses incurred for official City business.

For cellular calls, or costs incurred as a result of the usage of other personal communication devices, where traveler has a particular number of minutes included in his or her plan, the traveler shall identify the percentage of communication conducted on public business and shall be reimbursed accordingly.

If the length of the traveler's trip is twenty-four (24) hours or greater, he or she will be reimbursed for two personal phone calls of a reasonable length per 24-hour day of travel.

8. PER DIEM ADVANCES

Eligible City officials and employees who do not have City issued credit cards may claim a per diem of up to \$70 per day for meals and incidental expenses associated with City business where an overnight stay is required. Per diem may not be claimed by City officials and employees with a City-issued Cal Card purchasing card.

Eligible City officials and employees may claim per diem upon commencement of travel. For each 24-hour period thereafter, the City official or employee can claim up to the full per diem amount. If there is a period of time of the trip with a duration of less than 12 hours, no more than one-half (1/2) the per diem rate may be claimed.

Eligible City officials and employees must submit receipts on expenses purchased using per diem. Unused daily per diem funds must be returned to the Finance Department within fourteen (14) days of return. Failure to submit unused per diem funds constitutes a violation of this policy.

9. AUTHORIZED EXPENSES

Actual and necessary expenses incurred in the performance of official duties; provided, however, that reimbursement shall always be at the lesser of the actual cost or the IRS rates currently in effect, unless otherwise approved by the City Council in advance as provided below.

The following types of expenses generally constitute authorized expenses, as long as the other requirements of this Policy are met and provided that total expenses incurred by the traveler are within the total amount budgeted for that fiscal year:

- (1) Communicating with representatives of regional, state and national government on City policy positions.
- (2) Attending organized educational seminars, conferences or activities designed to improve the City Council Member's skill and information levels.
- (3) Participating in regional, state and national organizations or associations whose activities affect the City's interests; provided, however, that all such travel must be approved in advance by a unanimous vote of the City Council in a public meeting.
- (4) Attending City events including Chamber events and the Annual Americana Awards.
- (5) Charitable event tickets.

10. UNAUTHORIZED EXPENSES

Personal expenses that the City will not reimburse include, but are not limited to:

- (1) All out of state travel.
- (2) The personal portion of any trip.
- (3) Political contributions or events.
- (4) Charitable event tickets for which the traveler is taking or will take a tax deduction.
- (5) Family expenses, including a partner's expenses when accompanying the traveler on City-related business, as well as children or pet-related expenses.
- (6) Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf-related expenses), or other cultural events. However, where the City is acting in a host capacity, those host-related expenses, including entertainment expenses and meals, may be reimbursed with prior approval from the City Manager.
- (7) Non-mileage personal automobile expenses, including traffic citations.
- (8) Mileage expenses to meetings of boards to which the traveler has been appointed and for which the traveler receives a stipend from that organization (e.g. OCFA, OCSD, SCAG etc.)

(9) Personal losses incurred while on City business.

(10) Any clothing (including City logo clothing).

Any questions regarding the propriety of a particular type of expense should be resolved with the City Manager before the expense is incurred.

11. OTHER EXPENSES

Expenses that do not fall within the scope of this Policy shall be approved by the City Council, in a public meeting, before the expense is incurred. However, the City Council shall not approve any expense in violation of Government Code Sections 53232.2 and 53232.3, as well as Section 3.03 or any other section of this Policy.

12. DOCUMENTATION OF EXPENSES; EXPENSE REPORTS

Travelers shall submit expense reports on the "EXPENSE REPORT" (Exhibit A) form provided by the City to the Treasurer within ten (10) days of incurring the expense.

In order to qualify for reimbursement, expense reports must be accompanied by documentary evidence, such as a receipt, canceled check or bill, for each expense. The documentary evidence should show the amount, date, place, and essential character of the expense.

If a traveler cannot produce documentary evidence, he or she shall not be reimbursed.

If the Treasurer finds that the traveler's aggregate reimbursable travel expenses were greater than the amount of any travel advance, the City shall pay the difference between the travel advance and the reimbursable expenses within thirty (30) days of submission of the "EXPENSE REPORT" form; provided, however, that reimbursement shall never exceed the amount authorized by Government Code Sections 53232.2 and 53232.3, this Policy, or the adopted amount budgeted by the City Council.

The Treasurer shall review all forms and documentary evidence for appropriateness and compliance with this Policy. Any disputed costs should be discussed between the Treasurer and the City Manager, who shall make a final determination as to whether reimbursement shall be made. If the City Manager deems it necessary, he or she may bring the disputed cost to the City Council for discussion in a public meeting, and the City Council's determination shall be final; provided, also, that the City Council Member whose expense is being discussed shall recuse himself or herself from the discussion. If the City Council cannot come to a decision (e.g. a tie vote), the City Manager's decision shall be final.

All documents related to reimbursable City expenditures are subject to disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1).

13. TRAVEL ADVANCE POLICY

From time to time, it may be necessary for a traveler to request a cash advance to cover anticipated expenses while traveling or doing business on behalf of the City. Such request for an advance shall be submitted to the Treasurer on the "TRAVEL AUTHORIZATION AND ADVANCE REQUEST" (Exhibit B) form, as provided by the City. All relevant documentation relating to the proposed expenses must be attached to the form.

- (1) No advance will be authorized in an amount less than one hundred dollars (\$100).
- (2) Any unused advance, or portion of an advance, must be returned to the Treasurer within ten (10) business days of the traveler's return, along with a completed and signed expense report, pursuant to section 12. Travelers who do not return the unused portion of a cash advance within ten (10) business days are ineligible for any additional advances until such time as the unused amount is returned.
- (3) A travel advance shall not, under any circumstances, be considered a personal loan.
- (4) Any expenditure of a travel advance, other than for the approved purpose of the advance, shall be considered a misappropriation of public funds.
- (5) Funds for prepaid items, such as airfare and registration, are not considered cash advances.

14. CITY COUNCIL MEMBER AND APPOINTED OFFICIAL REPORTS

At their next regular meeting, each City Council Member and Appointed Official shall provide a brief report on any meeting attended at the City's expense. If more than one City Council Member or Appointed Official attends the same event, the Mayor or Presiding Officer shall designate one attendee to give the report. The other attendees will be permitted to briefly report on any topics omitted by that designated City Council Member or Appointed Official.

15. CREDIT CARD USE

City officials and employees may use valid City-issued Cal Card purchasing cards for expenses allowed in this policy. Cal Cards must be used in accordance with the City's Purchasing Ordinance.

16. FOREIGN TRAVEL

Any foreign travel outside North America by a city official or employee must be authorized by the City Council and shall be subject to all provisions contained in this

policy. Any modification to this policy shall be considered by the City Council at a regular or special meeting.

North American foreign travel by City employees shall be subject to the approval of the City Manager.

15. PENALTIES

Pursuant to California Government Code section 53232.4, penalties for misuse of public resources or falsifying expense reports in violation of expense reporting policies, may include, but are not limited to, the following:

- (1) The loss of reimbursement privileges.
- (2) Restitution to the City.
- (3) Civil penalties for the misuse of public resources, pursuant to California Government Code section 8314.
- (4) Prosecution for misuse of public resources, pursuant to section 424 of the California Penal Code.

History:

June 1, 2015 – Resolution 2015-14

RESOLUTION NO. 2015-14

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LOS ALAMITOS, CALIFORNIA, ADOPTING THE
CITY OF LOS ALAMITOS TRAVEL AND
REIMBURSEMENT POLICY DATED JUNE 1, 2015 AND
REPEALING RESOLUTION NO. 2009-02**

WHEREAS, applicable state law, including AB 1234, requires that the City adopt a travel and reimbursement policy which is applicable to certain public officials; and,

WHEREAS the policy attached hereto shall be applicable to all City officials and employees;

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

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

SECTION 2. The City Council hereby adopts the "City of Los Alamitos Travel and Reimbursement Policy" attached hereto as Exhibit "A" and incorporated herein by reference, which policy is dated June 1, 2015. This Resolution with the attached Policy shall be filed and kept with all other City administrative policies and regulations.

SECTION 3. The City Manager, or his or her designee, shall be responsible for providing and maintaining any forms necessary for the implementation of this Policy.

SECTION 4. This Policy shall supersede all prior City travel and reimbursement policies. Resolution No. 2009-02 shall be repealed in entirety.

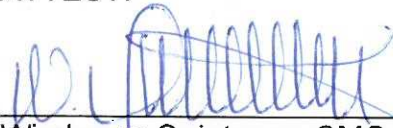
SECTION 5. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 1st day of June, 2015.



Richard D. Murphy, Mayor

ATTEST:



Windmera Quintanar, CMC, City Clerk

APPROVED AS TO FORM:



for Cary S. Reisman, City Attorney

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

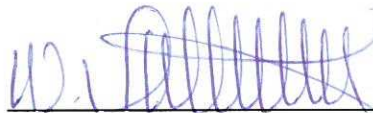
I, Windmera Quintanar, CMC, City Clerk, of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a Special meeting of the City Council held on the 1st day of June 2015, by the following vote, to wit:

AYES: COUNCILMEMBERS: Edgar, Kusumoto, Grose

NOES: COUNCILMEMBERS: Hasselbrink, Murphy

ABSENT: COUNCILMEMBERS: None

ABSTAIN: COUNCILMEMBERS: None



Windmera Quintanar, CMC, City Clerk

City of Los Alamitos
Administrative Regulation

Regulation: 6.1
Title: Travel Policy
Authority: City Council
Date: June 1, 2015
Revised: June 1, 2015 – Resolution 2015-14


Bret M. Plumlee, City Manager

TRAVEL AND REIMBURSEMENT POLICY
(UPDATED JUNE 1, 2015)

SECTION 1. **INTENT AND PURPOSE**

The purpose of this “Travel and Reimbursement Policy” (“Policy”) is to establish guidelines for the reimbursement of certain actual and necessary expenses, incurred in the performance of assigned and/or official duties, by the City Council Members, appointed officials who are members of legislative bodies (as defined by Government Code Section 54952), Officials, the City Manager and Employees of the City of Los Alamitos. In addition, to the extent that the requirements of California Government Code Sections 53232.2 and 53232.3 are applicable to charter cities, this policy is intended to comply with those requirements.

SECTION 2. **DEFINITIONS**

- (A) “Appointed Officials” shall refer to those officials appointed as members of legislative bodies (as defined by Government Code Section 54952)
- (B) “City” shall refer to the City of Los Alamitos.
- (C) “City Council Members” shall refer to the individuals who comprise the legislative body of the City.
- (D) “City Manager” shall refer to the City Manager of the City of Los Alamitos, or his or her designee.
- (E) “Department Director” shall refer to the director of a department of the City.
- (F) “Employees” shall refer to all subordinate employees in the City. For the purposes of this policy, the City Manager is not considered a subordinate employee.
- (G) “Officials” shall refer to the City Clerk and the City Treasurer of the City.

SECTION 3. **TRAVEL AND REIMBURSEMENT POLICY FOR CITY COUNCIL MEMBERS AND APPOINTED OFFICIALS OF THE CITY OF LOS ALAMITOS**

3.01 Intent

To the extent that the requirements of California Government Code Sections 53232.2 and 53232.3, which relate to travel and reimbursement policies for City Council Members and Appointed Officials, are

applicable to charter cities, this policy is intended to comply with those requirements. In addition, this Policy is not intended to address every issue, exception or contingency that may arise in the course of City travel. Accordingly, the basic standard that should always prevail is to exercise good judgment in the use and stewardship of the City's resources. Specific issues not covered here may be directed to the City Manager.

3.02 Authorized Expenses

(A) City Council Members. City Council Members are allowed their actual and necessary expenses incurred in the performance of official duties; provided, however, that reimbursement shall always be at the lesser of the actual cost or the IRS rates currently in effect, unless otherwise approved by the City Council in advance as provided below. The following types of expenses generally constitute authorized expenses, as long as the other requirements of this Policy are met and provided that total expenses incurred by the City Council are within the total amount budgeted for that fiscal year:

(1) Communicating with representatives of regional, state and national government on City policy positions.

(2) Attending organized educational seminars, conferences or activities designed to improve the City Council Member's skill and information levels.

(3) Participating in regional, state and national organizations or associations whose activities affect the City's interests; provided, however, that all such travel must be approved in advance by a unanimous vote of the City Council in a public meeting.

(4) Attending City events including Chamber events and the Annual Americana Awards.

(5) Charitable event tickets.

(B) Appointed Officials. Appointed Officials shall be reimbursed only when specific travel is expressly authorized in advance by the City Council in a public meeting. When the City Council authorizes the travel, the Appointed Official shall be subject to Sections 3.01 through 3.09 of this Policy.

3.03 Unauthorized Expenses

Personal expenses that the City will not reimburse include, but are not limited to:

(A) All out of state travel.

(B) The personal portion of any trip.

(C) Political contributions or events.

(D) Charitable event tickets for which the Official is taking or will take a tax deduction.

(E) Family expenses, including a partner's expenses when accompanying the City Council Member or Appointed Officials on City-related business, as well as children or pet-related expenses.

(F) Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf-related expenses), or other cultural events. However, where the

City is acting in a host capacity, those host-related expenses, including entertainment expenses and meals, may be reimbursed with prior approval from the City Manager.

(G) Non-mileage personal automobile expenses, including traffic citations.

(H) Mileage expenses to meetings of boards to which the Council Member has been appointed and for which the Council Member receives a stipend from that organization (e.g. OCFA, OCSD, SCAG etc.)

(I) Personal losses incurred while on City business.

(J) Any clothing (including City logo clothing).

Any questions regarding the propriety of a particular type of expense should be resolved with the City Manager before the expense is incurred.

3.04 Other Expenses

Expenses that do not fall within the scope of this Policy shall be approved by the City Council, in a public meeting, before the expense is incurred. However, the City Council shall not approve any expense in violation of Government Code Sections 53232.2 and 53232.3, as well as Section 3.03 or any other section of this Policy.

3.05 Documentation of Expenses; Expense Reports

(A) City Council Members and Appointed Officials shall submit expense reports on the "EXPENSE REPORT" form provided by the City to the Treasurer within ten (10) days of incurring the expense. A copy of the "TRAVEL ADVANCE AND AUTHORIZATION REQUEST," as described in Section 3.07 of this Policy must be attached.

(B) In order to qualify for reimbursement, expense reports must be accompanied by documentary evidence, such as a receipt, canceled check or bill, for each expense. The documentary evidence should show the amount, date, place, and essential character of the expense.

(C) If a City Council Member or Appointed Official cannot produce documentary evidence, he or she shall not be reimbursed.

(D) If the Treasurer finds that the City Council Member's or Appointed Official's aggregate reimbursable travel expenses were greater than the amount of any travel advance, as provided under section 3.07, the City shall pay the difference between the travel advance and the reimbursable expenses within thirty (30) days of submission of the "EXPENSE REPORT" form; provided, however, that reimbursement shall never exceed the amount authorized by Government Code Sections 53232.2 and 53232.3, this Policy, or the amount budgeted by the City Council for the trip.

(E) The Treasurer shall review all forms and documentary evidence for appropriateness and compliance with this Policy. Any disputed costs should be discussed between the Treasurer and the City Manager, who shall make a final determination as to whether reimbursement shall be made. If the City Manager deems it necessary, he or she may bring the disputed cost to the City Council for discussion in a public meeting, and the City Council's determination shall be final; provided, also, that the City Council Member

whose expense is being discussed shall recuse himself or herself from the discussion. If the City Council cannot come to a decision (e.g. a tie vote), the City Manager's decision shall be final.

(F) All documents related to reimbursable City expenditures are subject to disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1).

3.06 Cost Control

To conserve City resources and keep expenses within reasonable standards for City Council Members and Appointed Officials, expenditures should adhere to the following guidelines:

(A) Lodging. Actual lodging costs will be reimbursed or paid for when City Council Member and Appointed Official travel on official City business reasonably requires an overnight stay. In addition:

(1) If the lodging is in connection with a conference or other organized educational activity, lodging costs shall not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available to the City Council Member or Appointed Official at the time of booking. If the group rate is not available, then the City Council Member or Appointed Official shall use comparable lodging that is consistent with the per diem rates for lodging as established in IRS Publication 1542, as amended, or any successor publication.

(2) If the lodging is not in connection with a conference or other organized education activity, or if the City Council Member or Appointed Official is unable to secure the group rate published by the activity sponsor, then City Council Member or Appointed Official shall use government and group rates offered by a provider of lodging or lodging that is consistent with the per diem rates for lodging as established in IRS Publication 1542, as amended, or any successor publication.

(B) Transportation – General.

(1) The most economical mode and class of transportation, which is reasonably consistent with scheduling needs and cargo requirements, and the most direct and time-efficient route, must be used by City Council Members and Appointed Officials.

(2) When available, City Council Members and Appointed Officials shall use government and group rates offered by a provider of transportation.

(3) Incidental Expenses, which shall include bridge, road tolls, parking fees, and other similar costs, are considered reimbursable expenses. Baggage handling fees up to \$1 per bag will also be reimbursed.

(4) Expenses for which City Council Members receive reimbursement from another agency are not reimbursable.

(C) Automobile Travel.

(1) City Vehicle. When using a City vehicle, City Council Members and Appointed Officials shall be reimbursed for the actual costs of fuel, oil and emergency repairs. City vehicles should be fueled at the City service station whenever possible.

(2) Private Vehicle. Automobile mileage is reimbursable at the Internal Revenue Service rates presently in effect. The reimbursable amount shall be based upon the actual mileage traveled for the

purposes of the City Council Member's or Appointed Official's official duties. In no case shall the amount of reimbursement exceed the cost of the least expensive ticket available via commercial air travel and, if applicable, the cost of a standard size rental car.

(3) Rental Vehicle. City Council Members and Appointed Officials shall be reimbursed for the cost of a standard size vehicle with the usual and customary levels of insurance. When demonstrable circumstances dictate necessity, City Council Members and Appointed Officials may be reimbursed, at the discretion of the City Manager, for upgrading to a larger vehicle.

(D) Air Travel.

(1) Airfare shall be reimbursed at the actual ticket cost as stated on the receipt. The City will only reimburse up to the cost of the least expensive ticket available via commercial air travel.

(2) Change of flight fees shall not be reimbursable.

(3) Long-term parking shall be used for travel exceeding twenty-four (24) hours.

(E) Other Transportation. Taxi, bus, train, shuttle, or other similar fares, including associated gratuities of up to 15 percent, shall be reimbursed at their actual cost as stated on the receipt.

(F) Meals.

(1) Meal expenses and associated gratuities up to fifteen (15) percent will be reimbursed at their actual cost or at the Internal Revenue Service rates currently in effect, as set forth in Publication 1542, as amended, or any successor publication, whichever is less, subject to the following restrictions:

(i) Breakfast will be reimbursed only when travel begins before 7:00 a.m. and extends beyond 8:00 a.m.

(ii) Lunch will be reimbursed only when travel begins before 12:00 p.m. and extends beyond 2:00 p.m.

(iii) Dinner will be reimbursed only when travel begins before 6:00 p.m. and extends beyond 8:00 p.m., unless otherwise approved pursuant to section 3.03(D).

(2) Meals provided for as part of the cost of the travel, including, but not limited to, conference, complementary, or in-flight meals, are not eligible for travel advances or reimbursement.

(3) Except as provided in Section 3.03(D), the City will not pay for alcohol or other personal bar expenses.

(G) Telephone/Fax/Cellular/Personal Communication Device/Internet Expenses,

(1) City Council Members and Appointed Officials will be reimbursed for actual telephone and fax expenses incurred on City business. Telephone bills should identify which calls were made on City business.

(2) City Council Members and Appointed Officials will be reimbursed for actual cellular, personal communication device and internet expenses incurred by the City Council Member or Appointed Official on City business.

(3) For cellular calls, or costs incurred as a result of the usage of other personal communication devices, where the City Council Member or Appointed Officials has a particular number of minutes included in his or her plan, the City Council Member or Appointed Official shall identify the percentage of communication conducted on public business and shall be reimbursed accordingly.

(4) If the length of the City Council Member's or Appointed Official's travel is twenty-four (24) hours or greater, he or she will be reimbursed for two personal phone calls of a reasonable length per 24-hour day of travel.

3.07 Travel Advance Policy

From time to time, it may be necessary for a City Council Member or Appointed Official to request a cash advance to cover anticipated expenses while traveling or doing business on behalf of the City. Such request for an advance shall be submitted to the Treasurer on the "TRAVEL AUTHORIZATION AND ADVANCE REQUEST" form, as provided by the City. All relevant documentation relating to the proposed expenses must be attached to the form.

(A) No advance will be authorized in an amount less than one hundred dollars (\$100).

(B) Any unused advance, or portion of an advance, must be returned to the Treasurer within ten (10) business days of the City Council Member's or Appointed Official's return, along with a completed and signed expense report, pursuant to section 3.05. City Council Members and Appointed Officials who do not return the unused portion of a cash advance within ten (10) business days are ineligible for any additional advances until such time as the unused amount is returned.

(C) A travel advance shall not, under any circumstances, be considered a personal loan to the City Council Member or Appointed Official.

(D) Any expenditure of a travel advance, other than for the approved purpose of the advance, shall be considered a misappropriation of public funds.

(E) Funds for prepaid items, such as airfare and registration, are not considered cash advances.

3.08 City Council Member and Appointed Official Reports

At their next regular meeting, each City Council Member and Appointed Official shall provide a brief report on any meeting attended at the City's expense. If more than one City Council Member or Appointed Official attends the same event, the Mayor or Presiding Officer shall designate one attendee to give the report. The other attendees will be permitted to briefly report on any topics omitted by that designated City Council Member or Appointed Official.

3.09 Penalties

Pursuant to California Government Code section 53232.4, penalties for misuse of public resources or falsifying expense reports in violation of expense reporting policies, may include, but are not limited to, the following:

- (A) The loss of reimbursement privileges.
- (B) Restitution to the City.
- (C) Civil penalties for the misuse of public resources, pursuant to California Government Code section 8314.
- (D) Prosecution for misuse of public resources, pursuant to section 424 of the California Penal Code.

SECTION 4. TRAVEL AND REIMBURSEMENT POLICY FOR THE CITY MANAGER, EMPLOYEES AND OFFICERS OF THE CITY OF LOS ALAMITOS

The City Manager, Officials and Employees are subject to Sections 3.02 through 3.07 of this Policy, which detail the rules for authorized and unauthorized expenses, documentation, expense reports, the guidelines for travel advances and Section 3.09, which sets forth the penalties for violating this Policy. Moreover, this Policy is not intended to address every issue, exception or contingency that may arise in the course of City travel. Accordingly, the basic standard that should always prevail is to exercise good judgment in the use and stewardship of the City's resources. Specific issues not covered here may be directed by Officials and Employees to the City Manager and by the City Manager to the City Council.

4.01 Travel Authorization

Officials and Employees must obtain advance written approval for travel from the appropriate person indicated in this section using the "TRAVEL AUTHORIZATION AND ADVANCE REQUEST" form, as described in Section 3.07, prior to incurring any costs.

(A) Authorization Levels:

- (1) For aggregate travel expenses equal to or less than five hundred dollars (\$500):
 - (i) Employees require the approval of their Department Director.
 - (ii) Department Directors and Officers require the approval of the City Manager.
 - (iii) The City Manager does not require approval of the City Council.

(2) Any aggregate travel expenses for Officers and Employees approximated to be over five hundred dollars (\$500) must be approved in advance by the City Manager. With the exception of emergency travel, travel by the City Manager approximated to be over five hundred dollars (\$500) shall be approved in advance by the City Council in a public meeting.

Emergency travel by the City Manager must have the verbal approval of the Mayor and Mayor Pro Tem prior to incurring the expense. Emergency travel is defined as an unforeseen set of circumstances that requires the City Manager to travel in order to protect the City's immediate interests or needs.

(B) Incidental or Day Travel. Verbal approval for Employees' incidental or day travel, which includes, but is not limited to, local meetings, can be obtained from the Employee's Department Director. Officials and Department Directors do not require approval prior to incidental or day travel.

(C) International or Out-of-State Travel. International and out-of-state travel for Officers and Employees must be approved in advance by the City Manager. Such travel by the City Manager shall be approved in advance by the City Council in a public meeting.

CITY OF LOS ALAMITOS
TRAVEL AUTHORIZATION AND ADVANCE FORM INSTRUCTIONS

Background Information Section

1. **NAME**: Name of the City Council Member, Official or Employee requesting travel authorization and/or a travel advance.
2. **DATE**: Date the form is submitted.
3. **DEPARTMENT/DIVISION/POSITION/TITLE**: The department and/or division, if applicable, and, if applicable, the individual's position or title.
4. **TRAVEL DATES**: The scheduled beginning and ending dates of the proposed travel.
5. **PURPOSE OF TRAVEL**: Pursuant to Section 3.02 of the Policy, state the purpose of the travel. For example, a meeting, training, seminar, conference, or continuing education.
6. **BENEFIT TO CITY**: Pursuant to Policy Sections 3.01 and 3.02, briefly state the anticipated benefit to the City as a result of the proposed travel.
7. **TRAVEL DESTINATION**: Location of the meeting, training, seminar, conference, continuing education, etc., including the city and state, and the name of the hotel.
8. **AVAILABLE FUNDS**: Check the appropriate box indicating whether or not funds are available in the City Budget for the fiscal year in which the travel will take place. If funds are not available, please indicate how the travel will be funded.
9. **MODE OF TRANSPORTATION**: Check the mode of transportation that the City Council Member, Official or Employee plans to utilize for the proposed travel.

Estimated Costs and Advance Requested Section

10. **ESTIMATED COSTS**: An Official or Employee requesting travel authorization must complete the estimated costs for transportation, meals, registration, lodging and other incidental expenses. This section does **not** apply to City Council Members.
11. **ADVANCE REQUESTED**: A City Council Member, Official or Employee wishing to obtain a travel advance must complete the "Advance Requested" column, indicating the individual's anticipated costs for the proposed travel. If using a personal vehicle, please multiply the estimated number of miles by the current mileage reimbursement rate as set forth by the Internal Revenue Service. If you cannot obtain the rate, you may contact the Finance Department for assistance. Please calculate the amount to be advanced for meals based on the proposed times of departure and return.

NOTE: There will be no travel advance or reimbursement for meals that will be otherwise provided.

NOTE: Typically, expenses for registration, lodging and airfare will be prepaid and, therefore, should not be included in the total amount of advance requested. If you need assistance in determining whether these expenses have been prepaid, please contact the Finance Department.

12. AUTHORIZED SIGNATURE: As indicated in the Policy, the approving authority should mark the travel authorization and/or advance request as approved or denied.

NOTE: If the travel is authorized, and/or the advance is approved, you must prepare a separate Purchase Order for the advance amount granted and each of the prepayments, such as registration or airfare, if applicable. Attach the "TRAVEL AUTHORIZATION AND ADVANCE" form to the Purchase Order and process in the usual and customary manner. A copy of the approved form should be maintained in the originating department's files, or, if applicable, in the City Manager's Office, in the case of a City Council Member or Official, to be attached to the "EXPENSE REPORT" form when the travel is completed.

**CITY OF LOS ALAMITOS
REQUEST FOR TRAVEL AUTHORIZATION AND ADVANCE FORM**

Name: _____ Date: _____

Department/Division/Position/Title: _____ Travel dates: _____

Purpose of Travel: _____

Benefit to the City: _____

Travel destination: _____ Are funds available for this request? ☐ YES ☐ NO

If no, please explain: _____

Mode of transportation:

☐ City vehicle ☐ Personal vehicle ☐ Airline

☐ Other (specify) _____

	ESTIMATED COSTS (FOR PURPOSES OF AUTHORIZATION)	ADVANCE REQUESTED	FIELD P.O. NUMBER(S)
TRANSPORTATION			
City vehicle (expenses only)			
Personal vehicle (number of miles multiplied by current IRS mileage rate)			
Rental car			
Airline or other common carrier fare:			
MEALS			
Breakfast			
Lunch			
Dinner			
REGISTRATION			
LODGING			
INCIDENTALS			
Parking, tolls, taxi, shuttle, bus, etc.			
OTHER			
Please explain other anticipated costs			
	TOTAL EXPENSES ESTIMATED = \$ _____	TOTAL ADVANCE REQUESTED = \$ _____	

NOTE: Please attach conference/seminar program and/or registration information, or other relevant documentation, in relation to fees, transportation, lodging and meals.

Travel Authorization

☐ Approved

☐ Denied

Advance Request

☐ Approved

☐ Denied

Authorized Signature

Date

City Manager (if Required)

Date

**CITY OF LOS ALAMITOS
EXPENSE REPORT FORM INSTRUCTIONS**

Background Information Section

1. **NAME:** Name of the City Council Member, Official or Employee requesting travel reimbursement.
2. **DATE:** Date the form is submitted.
3. **DEPARTMENT/DIVISION/POSITION/TITLE:** The department and/or division, if applicable, and, if applicable, the individual's position or title.
4. **DATE AND TIME OF DEPARTURE/DATE AND TIME OF RETURN:** The departure and return dates of the travel.
5. **PURPOSE OF TRAVEL:** Pursuant to Section 3.02 of the Policy, state the purpose of the travel. For example, a meeting, training, seminar, conference, or continuing education.
6. **BENEFIT TO CITY:** Pursuant to Policy Sections 3.01 and 3.02, briefly state the benefit to the City as a result of the travel.
7. **TRAVEL DESTINATION:** Location of the meeting, training, seminar, conference, continuing education, etc., including the city and state, and the name of the hotel.

Summary of Expense Reimbursement Request Section

8. **TRANSPORTATION:** If a personal vehicle was used, enter the actual number of miles used and multiply by the established current reimbursement rate per mile, as established by the Internal Revenue Service. If you cannot obtain the rate, please contact the Finance Department for assistance. *NOTE: This amount cannot exceed the cost of the least expensive available airplane ticket.*
9. **MEALS:** Indicate the number of breakfasts, lunches and/or dinners, not otherwise provided for, and calculate the total amount for each meal. You will only be reimbursed for the actual cost of your meal as provided in Section 3.06 of the Policy. Please do not include meals that were otherwise be provided for, e.g., conference luncheons, complementary meals, or in-flight meals, or meals included in a prepaid cost, such as those included in a registration fee.
10. **REGISTRATION:** In addition to the receipt, or other documentary evidence, please attach the agenda or outline for the conference or seminar attended.
11. **LODGING:** Attach a receipt, or other documentary evidence, as set forth in section 3.05, which shows all charges incurred. Deduct all personal and/or non-reimbursable charges, as indicated in the Policy.
12. **INCIDENTALS:** List the actual amounts for miscellaneous items, as expressly mentioned in the Policy, including, but not limited to, telephone and internet costs incurred for official business purposes, or a maximum 15 percent gratuity for a necessary taxi ride. For more information, please see Section 3.06 of the Policy or contact the Finance Department.

Add the amounts for lodging, meals, transportation, registration, and incidentals. Then, subtract the amount of any advance and/or prepayment to arrive at the balance due to the City Council Member, Official or Employee. Once approved, a Purchase Order should be prepared and forwarded to the Finance Department for processing. The "TRAVEL AUTHORIZATION AND ADVANCE REQUEST" form, if applicable and the "EXPENSE REPORT" form must be attached to any check request.

NOTE: All EXPENSE REPORTS are subject to an audit by the Department of Finance to ensure compliance with the Policy, as well as relevant state and federal law.

**CITY OF LOS ALAMITOS
EXPENSE REPORT FORM**

Receipts, or other documentary evidence, as indicated in section 3.05 of the Policy, must be attached for each reimbursable expense. In addition, please attach a copy of the approved "Travel Authorization and Advance Request" form, if applicable.

Name: _____ Date: _____

Department/Division/Position/Title: _____

Date and Time of Departure _____ Date and Time of Return _____

Purpose of Travel: _____

Benefit to City: _____

Travel Destination: _____

SUMMARY OF EXPENSE REIMBURSEMENT REQUEST

TRANSPORTATION:

Personal vehicle - _____ miles @ _____ per mile = _____

Airline _____

Rental car _____

SUBTOTAL -- Transportation _____

MEALS (not otherwise provided for):

Breakfast = _____

Lunch = _____

Dinner = _____

SUBTOTAL -- Meals _____

REGISTRATION FEE:

LODGING:

Less non-reimbursable expenses: _____

(_____)
SUBTOTAL -- Lodging _____

INCIDENTALS:

Parking: _____

Taxi/shuttle: _____

Tolls: _____

Other (specify) _____

SUBTOTAL -- Incidentals _____

SUBTOTAL _____

Minus: Advances (_____)

Minus: Prepaids (_____)

BALANCE DUE _____

I hereby certify that, to the best of my knowledge, the above information is a complete and accurate accounting of my travel expenses which were incurred as reasonable and necessary expenses in the performance of my City duties and responsibilities. I further certify that this request conforms in all material aspects with established City policies, and state and federal law.

Applicant Signature

Date

Department Director

Date

City Manager/Treasurer (if Required)

Date

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 21, 2023

ITEM NUMBER: 10D

To: Mayor Tanya Doby & Members of the City Council

Presented By: Craig Koehler, Director of Finance

Subject: Treasurer's Quarterly Investment Report - December 2022

SUMMARY

The item for City Council consideration is receipt of the Treasurer's Quarterly Investment Report.

RECOMMENDATION

Receive and file the Treasurer's Quarterly Investment Report – December 2022.

BACKGROUND

Sound investment practices are essential to the City's fiscal management. The City Treasurer is responsible for managing the City's investment portfolio, focusing first on the safety of investments and then on liquidity and an appropriate rate of return. The investment report and portfolio composition are attached.

DISCUSSION

This report is a summary of the City's investment activities and portfolio listing and balances for the quarter ending December 31, 2022.

FISCAL IMPACT

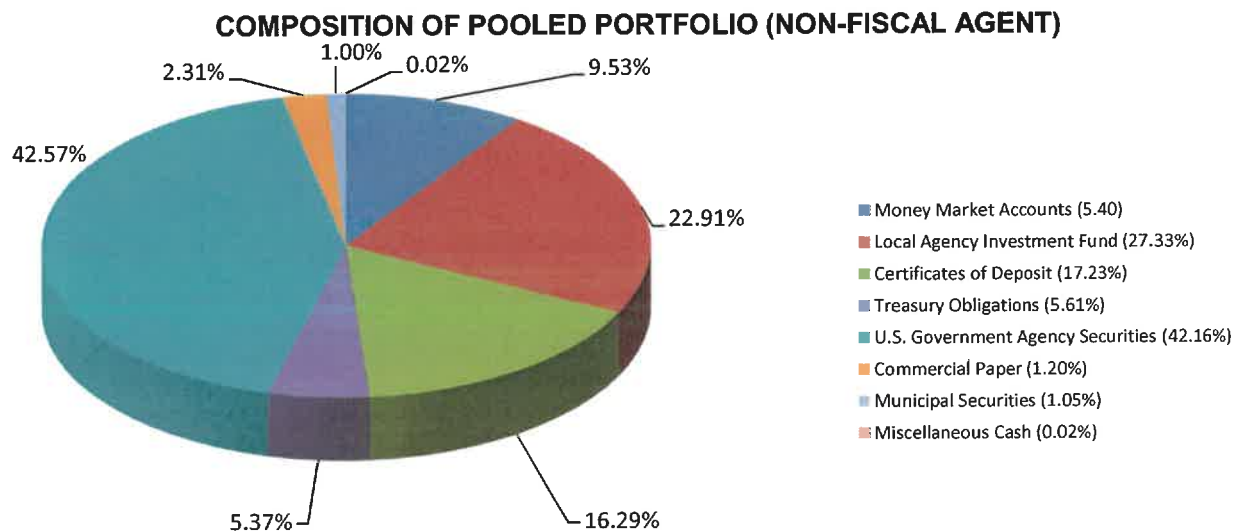
None.

Attachment: 1. Quarterly Investment Report - December 2022
 2. Pooled Investment Portfolio Holdings - December 2022



CITY OF LOS ALAMITOS **Quarterly Investment Report** **December 31, 2022**

	AMORTIZED COST	MARKET VALUE
POOLED INVESTMENT PORTFOLIO		
Money Market Accounts	\$ 2,043,045.58	\$ 2,043,045.58
Local Agency Investment Fund (LAIF)	5,003,438.16	4,910,320.46
Certificates of Deposit	3,702,000.00	3,491,386.29
Treasury Obligations	1,250,000.00	1,150,703.00
U.S. Government Agency Securities	9,750,000.00	9,124,262.00
Commercial Paper (1.20%)	500,000.00	494,057.92
Municipal Securities	250,000.00	214,432.50
Miscellaneous Cash	3,500.00	3,500.00
TOTAL POOLED INVESTMENT PORTFOLIO	22,501,983.74	21,431,707.75
INVESTMENTS HELD BY FISCAL AGENT		
2015 Certificates of Participation	427.74	427.74
TOTAL INVESTMENTS HELD BY FISCAL AGENT	427.74	427.74
TOTAL CASH & INVESTMENTS	\$ 22,502,411.48	\$ 21,432,135.49



It has been verified that this investment portfolio is in conformity with the City's investment policy which was approved by City Council on 9/19/22. The Treasurer's cash management program and cash flow analysis indicates that sufficient liquidity is on hand to meet estimated future expenditures for a period of six months. The weighted average maturity of the pooled investment portfolio is 1.83 years, and the weighted average yield on cost is 0.699% indenture associated with the bond transaction which generated the cash.

Craig Koehler

Craig Koehler, Finance Director / City Treasurer



CITY OF LOS ALAMITOS
Pooled Investment Portfolio Holdings
December 31, 2022

DESCRIPTION OF SECURITY	CUSIP REF	COUPON RATE	MATURITY DATE	INVESTMENT RATING	PURCH DATE	AMORTIZED COST	YIELD ON MATURITY	MARKET VALUE
<u>MONEY MARKET ACCOUNTS</u>								
US Bank		Varies	Varies	Coll. ¹	Varies	2,043,045.58	0.50%	2,043,045.58
SUBTOTAL MONEY MARKET ACCOUNTS						2,043,045.58		2,043,045.58
LOCAL AGENCY INVESTMENT FUND (LAIF)		Varies	Varies	NR	Varies	5,003,438.16	98.14%	4,910,320.46
<u>CERTIFICATES OF DEPOSIT</u>								
Morgan Stanley (FDIC Gtd)	61747MY70	3.20%	05/17/23	FDIC	05/17/18	246,000.00	3.20%	244,906.28
Synchrony Bank (FDIC Gtd)	87164YXH2	3.30%	07/20/23	FDIC	07/20/18	246,000.00	3.30%	244,405.92
CitiBank (FDIC Gtd)	17312QT33	3.30%	09/21/23	FDIC	09/21/18	246,000.00	3.30%	242,827.59
Medallion Bank Utah CTF	58404DHQ7	0.55%	07/30/25	FDIC	07/30/20	249,000.00	0.55%	224,583.56
Texas Exchange Bank SSB	88241TLA6	0.80%	06/04/26	FDIC	06/04/21	248,000.00	0.80%	218,399.96
Sallie Mae Bank Salt Lake UT	795451AF0	1.00%	07/28/26	FDIC	07/28/21	248,000.00	1.00%	219,084.69
Goldman Sachs Bank	38149MG64	0.40%	11/03/27	FDIC	10/28/21	248,000.00	0.40%	239,456.15
Capital One Bank	14042TEU7	2.25%	03/23/27	FDIC	03/16/22	247,000.00	2.25%	225,201.26
Bank of Hapoalim New York	06251A3MO	1.50%	01/22/27	FDIC	01/22/22	250,000.00	1.50%	222,113.25
State Bank of India New York NY	856285C33	1.45%	01/22/27	FDIC	01/22/22	250,000.00	1.45%	221,550.50
American Express NA	02589ADK5	3.35%	08/05/24	FDIC	08/03/22	245,000.00	3.35%	240,227.65
Capital One NA	14042RTH4	3.50%	08/03/26	FDIC	08/03/22	245,000.00	3.50%	236,428.92
Ally Bank	02007GKG3	3.45%	08/04/26	FDIC	08/04/22	245,000.00	3.45%	236,020.02
Discover Bank	254673P34	3.50%	08/10/26	FDIC	08/10/22	245,000.00	3.50%	236,385.56
BMW Bank North America (FDIC Gtd)	05580AP24	3.25%	08/12/24	FDIC	08/12/22	245,000.00	3.25%	239,794.98
SUBTOTAL CERTIFICATES OF DEPOSIT						3,702,000.00		3,491,386.29
<u>TREASURY OBLIGATIONS</u>								
U. S Treasury Notes	91282CDH1	0.75%	11/15/24	AAA	12/15/21	500,000.00	0.75%	466,992.00
U. S Treasury Notes	912828ZF0	0.50%	03/31/25	AAA	05/26/21	500,000.00	0.50%	459,883.00
U. S Treasury Notes	91282CAT8	0.25%	10/31/25	AAA	10/28/21	250,000.00	0.25%	223,828.00
SUBTOTAL TREASURY OBLIGATIONS TOTAL						1,250,000.00		1,150,703.00
<u>U.S. GOVERNMENT AGENCY SECURITIES</u>								
Federal Home Loan Bank	3130AM5Q1	0.440%	04/29/24	AAA	12/15/21	500,000.00	0.44%	471,402.50
Federal Home Ln Mtg Corp MTN NTS	3134GWEA0	0.450%	07/29/24	AAA	07/29/20	750,000.00	0.45%	703,371.75
Federal Home Loan Bank	3130ALCV4	0.750%	02/24/26	AAA	10/28/21	250,000.00	0.75%	222,801.50
Federal Farm Credit Banks	3133ENBK5	1.140%	10/20/26	AAA	12/15/21	250,000.00	1.14%	221,143.75
Federal Home Loan Bank	3130APFU4	1.050%	10/28/26	AAA	10/28/21	250,000.00	1.05%	220,619.75
FHLB STEP-UP	3130APTZ8	0.800%	11/24/26	AAA	11/21/21	500,000.00	0.85%	451,920.50
Federal Home Loan Bank	3130AQJG9	1.650%	01/28/27	AAA	01/22/22	1,000,000.00	1.65%	897,302.00
FHLB Agency Note	3130AQRH8	2.000%	02/25/27	AAA	02/25/22	1,000,000.00	2.00%	908,154.00
Federal Home Loan Bank	3130AR4T5	2.000%	03/22/27	AAA	03/17/22	500,000.00	2.00%	465,521.50
Federal Home Loan Bank	3130AQWJ8	2.050%	03/22/27	AAA	03/03/22	1,000,000.00	2.05%	909,424.00
Federal Home Loan Bank	3130ARYD2	3.250%	05/23/25	AAA	05/02/22	500,000.00	3.25%	474,284.00
Federal Home Loan Bank	3130ARYL0	3.000%	11/25/24	AAA	05/02/22	1,000,000.00	3.00%	968,485.00
Federal Home Loan Bank	3130ARYD7	3.250%	05/23/23	AAA	05/02/22	1,000,000.00	3.25%	968,337.00
Federal Home Ln Mtg Corp	3134GX2B9	4.250%	09/27/24	AAA	09/22/22	250,000.00	4.25%	249,703.75
Federal Home Loan Bank	3130ATGG6	4.500%	09/29/25	AAA	09/29/22	500,000.00	4.50%	500,096.00
Federal Farm Credit Banks	3133ENL32	4.230%	09/08/23	AAA	11/04/22	500,000.00	4.23%	491,695.00
SUBTOTAL U.S. GOVERNMENT AGENCY SECURITIES						9,750,000.00		9,124,262.00
<u>COMMERCIAL PAPER</u>								
Johnson & Johnson	47816GQE2	3.660%	3/14/23	A-1+	9/29/22	250,000.00	3.72%	246,704.17
Pacific Life Short Term FDG	69448XQ39	4.380%	3/3/23	A-1+	12/6/22	250,000.00	4.38%	247,353.75
SUBTOTAL COMMERCIAL PAPER						500,000.00		494,057.92
<u>MUNICIPAL SECURITIES</u>								
Placentia-Yorba Linda CA GO Taxable Ref Ser B	725894MX4	4.3000%	8/1/2027	Aa2	12/19/2022	250,000.00	4.3000%	214,432.50
SUBTOTAL MUNICIPAL SECURITIES						250,000.00		214,432.50
MISCELLANEOUS CASH						3,500.00		3,500.00
TOTAL CUSTODY HOLDINGS						22,498,483.74		21,428,207.75

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 21, 2023

ITEM NUMBER: 10E

To: Mayor Tanya Doby & Members of the City Council

Presented By: Chelsi Wilson, Administrative Services Manager

Subject: California Teamsters Local 911 Side Letter

SUMMARY

This report seeks approval of the California Teamster Local 911 side letter amending the November 1, 2021 to October 31, 2024 Memorandum of Understanding (MOU) between the City of Los Alamitos ("City") and the Teamsters Local 911 ("Teamsters").

RECOMMENDATION

1. Adopt Resolution No.2023-06, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS ALAMITOS AND THE TEAMSTERS LOCAL 911 EFFECTIVE NOVEMBER 1, 2021 THROUGH OCTOBER 31, 2024.
2. Authorize the Mayor to execute the side letter agreement amending the California Teamsters Local 911 Memorandum of Understanding (MOU).

BACKGROUND

This report seeks approval of the California Teamster 911 side letter amending the November 1, 2021 to October 31, 2024 Memorandum of Understanding (MOU) between the City of Los Alamitos ("City") and the Teamsters Local 911 ("Teamsters"). The following outlines the recommended temporary change of adding 80 additional hours to the optional annual vacation payoff.

DISCUSSION

The California Teamsters Local 911 Memorandum of Understanding (MOU) requires some clean up to formally adopt current practices.

SECTION 9 (G) – ANNUAL VACATION PAYOFF

Section 9(G) shall be amended and restated as follows:

Employees may receive pay for up to one hundred sixty (160) hours of accumulated vacation time during each calendar year provided they have used a minimum of eighty (80) vacation hours during the previous calendar year. Employees not using at least 80 hours of vacation during the previous calendar year may receive vacation payoff if such payoff is recommended by the Department Director and approved by the City Manager.

FISCAL IMPACT

Sufficient funds are available in the Fiscal Year 2022/2023 Adopted Budget.

- Attachment:
1. Resolution No. 2023-06 - Teamsters Vacation Side Letter
 2. Teamsters Side Letter - Vacation Cash Out
 3. Resolution No. 2021-23 - Teamsters MOU

RESOLUTION NO. 2023-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS ALAMITOS AND THE TEAMSTERS LOCAL 911 EFFECTIVE NOVEMBER 1, 2021 THROUGH OCTOBER 31, 2024

WHEREAS, on November 15, 2021, the City Council adopted Resolution 2021-23 approving the Memorandum of Understanding between the City of Los Alamitos and the California Teamsters Local 911 (the “MOU”); and,

WHEREAS, the City now desires to amend the MOU to increase pay vacation time.

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

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

SECTION 2. Section 9 (Vacation), Subsection G, of the MOU is hereby amended and restated to read as follows:

G. Annual Vacation Payoff

Employees may receive pay for up to one hundred sixty (160) hours of accumulated vacation time during each calendar year provided they have used a minimum of eighty (80) vacation hours during the previous calendar year. Employees not using at least 80 hours of vacation during the previous calendar year may receive vacation payoff if such payoff is recommended by the Department Director and approved by the City Manager.

SECTION 5. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 23rd day of January, 2023.

Tanya Doby, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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 21st day of February 2023, by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

**SIDE LETTER AGREEMENT AMENDING
THE NOVEMBER 1, 2021 TO OCTOBER 31, 2024
MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LOS ALAMITOS ("CITY")
AND THE TEAMSTERS LOCAL 911 ("TEAMSTERS")**

The City of Los Alamitos ("City") and TEAMSTERS LOCAL 911 ("TEAMSTERS") (collectively, the "Parties"), having previously negotiated and executed a Memorandum of Understanding (MOU) for the period November 1, 2021 to October 31, 2024 ("MOU"), do hereby agree and adopt this side letter agreement ("Side Letter Agreement") amending the MOU related to MOU Section 9 (Vacation), subsection (G) (ANNUAL VACATION PAYOFF) specifically as follows:

MOU SECTION 9(G) – ANNUAL VACATION PAYOFF

Section 9(G) of the MOU shall be amended and restated as follows:

Employees may receive pay for up to one hundred sixty (160) hours of accumulated vacation time during each calendar year provided they have used a minimum of eighty (80) vacation hours during the previous calendar year. Employees not using at least 80 hours of vacation during the previous calendar year may receive vacation payoff if such payoff is recommended by the Department Director and approved by the City Manager.

The Parties understand and agree that this side letter and the amendment to MOU Section 9(G), as stated above, shall automatically expire on October 31, 2024 and will no longer be effective. MOU Section 9(G)'s terms will then automatically revert back to the original language, as adopted by the City Council on November 15, 2021, unless and until further modified by the Parties through written agreement or resolution of bargaining procedures.

TEAMSTERS LOCAL 911

CITY OF LOS ALAMITOS

By: _____
Anthony Vazquez, Steward

By: _____
Tanya Doby, Mayor

By: _____
Amanda McDowell, Steward

Date: _____

Date: _____

RESOLUTION NO. 2021-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS ALAMITOS AND THE TEAMSTERS LOCAL 911 EFFECTIVE NOVEMBER 1, 2021 THROUGH OCTOBER 31, 2024

WHEREAS, the most recent agreement between the City of Los Alamitos and the Teamsters Local 911 expired on October 31, 2021; and,

WHEREAS, the City and Teamsters Local 911 have been engaged in negotiations for a successor Memorandum of Understanding (MOU); and,

WHEREAS, the resulting MOU reflects a three-year package that will enable the City to provide reasonable workforce stability.

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

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

SECTION 2. The City Council approves and authorizes the Mayor to execute the Memorandum of Understanding between the City of Los Alamitos and the Teamsters Local 911 effective November 1, 2021 through October 31, 2024, incorporated herein by reference and attached as "Exhibit A."

SECTION 3. The salary steps and ranges of all classifications governed by this Resolution shall be as specified in "Exhibit B" and attached hereto and incorporated by reference.

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

PASSED, APPROVED, AND ADOPTED this 15th day of November 2021.

DocuSigned by:

Mark Chirco

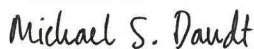
7A6E91E5DCA4FE...
Mark Chirco, Mayor

ATTEST:

DocuSigned by:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

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 15th day of November, 2021, by the following vote, to wit:

AYES: COUNCILMEMBERS: Hasselbrink, Bates, Chirco, Doby, Nefulda

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None

ABSTAIN: COUNCILMEMBERS: None

DocuSigned by:

Windmera Quintanar, MMC, City Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LOS ALAMITOS AND TEAMSTERS LOCAL 911
2021- 2024**

This Memorandum of Understanding ("MOU") has been prepared pursuant to Government Code Sections 3500, et seq., as amended, which is generally referred to as the "Meyers-Milias-Brown Act." This agreement has been developed as a result of good faith meet and confer efforts by TEAMSTERS Local 911 ("TEAMSTERS") and the City of Los Alamitos ("City"). The items in this agreement are subject to the approval of the Los Alamitos City Council and will be effective upon the adoption of necessary ordinances and resolutions.

1. TERM

The parties agree that the provisions contained herein shall be subject to all applicable laws and shall cover the period of November 1, 2021 through October 31, 2024.

2. RECOGNITION

The City hereby recognizes TEAMSTERS as the exclusive representative of the employee representation unit consisting of the following classifications:

**Accountant
Assistant Planner
Associate Planner
Code Enforcement Officer
Department Secretary
Finance Assistant
Lead Foreman
Management Analyst
Maintenance Foreman
Maintenance Worker
Maintenance Worker I
Planning Aide
Receptionist
Records Clerk
Records Specialist
Recreation Coordinator
Secretary
Senior Finance Assistant
Senior Maintenance Worker**

The City and TEAMSTERS agree that the provisions of this MOU will apply equally to all employees covered herein without favor or discrimination because of race, religion, color, creed, national origin, sex, sexual orientation, gender identification, marital status, age, mental or physical disability, and/or any other category protected by federal or state law. Nothing contained herein shall be construed to deny those employees who do not belong to TEAMSTERS from representing themselves.

3. ACCESS TO WORK LOCATIONS

Access to employee locations shall be granted to officers of TEAMSTERS and its official representatives for the purpose of processing grievances or contacting members of TEAMSTERS concerning business within the scope of representation. Access shall be limited to one hour per day and twenty-four hours per year. Such officers or representatives of TEAMSTERS shall not enter any locations without requesting the prior written consent of the City or its authorized representative. Access shall be restricted so as to not interfere with the normal operations of any Department or with established safety or security requirements.

4. CITY RIGHTS

The rights of the City include authority under state law, but are not limited to the exclusive right to determine the mission of its constituent departments, commissions and board; set standards and levels of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; determine style and/or types of City-issued wearing apparel equipment or technology used, establish and enforce dress and grooming standards; assign work to and schedule employees in accordance with requirements as determined by the City and establish and change work schedules and assignments upon reasonable notice; and determine organization structure, size and composition of the work force; take all necessary actions to carry out its mission in emergencies; and exercise complete discretion over its organization and the technology of performing its work.

In exercising the above rights, the City shall comply with all applicable provisions of this Agreement.

In exercising the above rights, the City shall not in any way, directly or indirectly, be subject to the grievance procedure herein, provided the City has complied with all applicable provisions of this Agreement and all applicable State laws.

5. SALARY SCHEDULE ADJUSTMENT

The City will increase the salary ranges of all represented classifications as provided below. Salary ranges shall be adjusted in accordance with the following:

Effective November 7, 2021, Exhibit A1	2.5%
Effective the first full pay period following November 1, 2022, Exhibit A2	2.0%
Effective the first full pay period following November 1, 2023, Exhibit A3	2.0%

6. ONE-TIME CASH DISTRIBUTION

During the term of the MOU, employees shall receive the following non-PERSable cash distributions, less applicable taxes and deductions. Only employees that are active (employed by the City) as of the dates indicated below are eligible for these payment(s).

Effective November 7, 2021, \$2,500.

Effective the first full pay period following May 1, 2022, \$2,500.

7. PAY FOR PERFORMING WORK IN A HIGHER CLASSIFICATION

An employee designated to work in a higher classification shall receive an extra five percent (5%) of the employee's current base salary for out of class pay, as additional compensation for all time spent in the acting position in excess of five consecutive working days and continuing only until such time as the employee is returned to his/her original job classification. Employees transferred to a higher classification for training purposes, to under fill a higher-level position, or to avoid a layoff shall not be eligible for this out of class pay.

8. PAY FOR PERFORMING WORK IN TWO EQUAL CLASSIFICATIONS

An employee assigned with the approval of the City Manager or designee to perform all or substantially all of the duties of a position in the same class as the employee's regular position or another class having the same maximum salary in addition to the employee's regular duties shall receive a minimum of five percent (5%) of the employee's current base salary as additional compensation for time spent in the additional position in excess of thirty (30) days and continuing only until such time as the assignment is terminated. Employees assigned to perform the duties of an additional position for training purposes, to under fill a higher-level position, or to avoid layoff shall not be eligible for this differential.

9. VACATION

A. Purpose

The purpose of annual vacation is to enable each eligible employee annually to return to work refreshed.

B. Basis of Accrual

New employees shall begin accrual of vacation leave effective their first day of employment. New employees shall not be allowed to take vacation leave until six (6) months of continuous full-time service have been completed. Vacation leave shall accrue to employees on a bi-weekly basis at a pro-rated amount equivalent to the annual amounts specified below. No employee may accumulate more than 300 hours of vacation leave. When an employee's accumulated vacation leave balance reaches 300 hours, that employee shall not accrue any further vacation

leave until such time as the employee's accumulated vacation leave balance is reduced below 300 hours.

Vacation leave for employees hired before November 1, 1990 shall be accrued as follows:

<u>Years of Service</u>	<u>Hours</u>
0-3	120
4	128
5	136
6-10	144
11	152
12	160
13	168
14	176
15	184
16	192
= > 17	200

Vacation leave for employees hired on or after November 1, 1990 shall be accrued as follows:

<u>Years of Service</u>	<u>Hours</u>
<u>0-2</u>	<u>80</u>
<u>3</u>	<u>88</u>
<u>4</u>	<u>96</u>
<u>5</u>	<u>104</u>
<u>6</u>	<u>112</u>
<u>7</u>	<u>120</u>
<u>8</u>	<u>128</u>
<u>9</u>	<u>136</u>
<u>10</u>	<u>144</u>
<u>11</u>	<u>152</u>
<u>12</u>	<u>160</u>
<u>13</u>	<u>168</u>
<u>14</u>	<u>176</u>

C. Effect of Holidays on Vacation Leave

If one or more municipal holidays take place while an employee is on vacation leave, such holiday or holidays shall not be charged as vacation leave, but shall be credited as a holiday.

D. Effect of Leave of Absence on Accrual of Vacation Leave

An employee may not accrue vacation leave while he or she is on a leave of absence without pay. Upon return to the City, an employee shall continue his or

her regular accrual of vacation leave. The time an employee spends on a leave of absence without pay shall not count toward years of service for the accrual of vacation leave.

E. Compensation for City Work During Vacation Prohibited

No employee shall be permitted to work for compensation for the City in any capacity while he/she is on vacation leave from City service. This clause shall not limit the City's right to recall an employee from vacation and back to work in the event of an emergency and place him or her on regular pay status.

F. Scheduling Vacations

An employee must request and obtain approval from his or her Department Director prior to taking vacation leave, which shall be determined with due regard for the wishes of the employee and particular regard for the needs of service.

G. Annual Vacation Payoff

Employees may receive pay for up to eighty (80) hours of accumulated vacation time during the calendar year provided they have used a minimum of eighty (80) vacation hours during the previous calendar year. Employees not using at least 80 hours of vacation during the previous calendar year may receive vacation payoff if such payoff is recommended by the Department Director and approved by the City Manager.

H. Vacation Payoff Upon Termination

Employees who terminate employment shall be paid in a lump sum for all accumulated vacation leave time at their current rate of pay in effect upon termination.

When separation is caused by the death of an employee, payment shall be made to the estate of the employee, subject to applicable state or federal law.

10. SICK LEAVE

A. Accrual and Use of Sick Leave

Sick leave with pay shall be accrued at the rate of eight (8) hours for each full calendar month of service. Accumulation shall be unlimited.

Employees may use accrued paid sick leave in a 12-month period for the following reasons: (1) the employee's own diagnosis, care, treatment or preventative care of an existing health condition or disability; (2) the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including the employee's spouse, registered domestic partner, child, parent,

parent-in-law, grandparent, grandchild or sibling; (3) a prescheduled doctor, dental or optometry appointment which has been approved by the employee's Department Director; (4) to obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking, with appropriate certification of the need for such services.

No employee shall use more than a total of forty-eight (48) hours of sick leave in a 12-month period for the purposes of (2) and (3) annually.

B. Proof of Illness

If an employee is absent on paid sick leave in excess of three (3) work days (not including statutory protected leave), the employee may be required to file with the City a physician's certificate verifying the need for such absences. Proof of violation of sick leave privileges may result in disciplinary action and/or loss of pay when in the opinion of the Department Director the employee has abused such privileges. Employees on approved Family Medical Leave for intermittent illness or injuries shall not be required to show proof of illness for each instance of sick leave usage.

C. Notification

An employee's need for absence from duty due to personal or family illness shall be reported to his/her immediate supervisor or Department Director as soon as practical after the employee is aware that he/she cannot report to duty and is able to give such notice, generally, no later than thirty (30) minutes prior to the beginning of the employee's assigned shift or as may be specified by his/her Department Director. Extenuating circumstances may prevent an employee from meeting the thirty minute minimum notification. Employees may be asked to verify extenuating circumstances consistent with the provisions of this agreement.

D. Effect of Holidays on Sick Leave

Observed holidays occurring during sick leave shall not count against the employee's use of sick leave hours.

E. Annual Sick Leave Payoff

An employee shall be allowed to accumulate sick leave from year to year. In December, upon the written request of the employee, the City shall compensate the employee for either: (1) up to 25% of his or her unused sick leave earned in the calendar year of distribution; or (2) up to twenty-four (24) hours of accumulated sick leave provided that a minimum of 480 hours remains in the employee's account.

F. Regular Service Retirement Sick Leave Options

Upon regular service retirement, as defined by the California Public Employees' Retirement System, an employee may receive compensation for accumulated sick leave under either of the following two options:

- (1) A lump sum payment of 25% of the first 720 hours of accumulated sick leave and 50% of the hours between 720 and 1,040. There will be no compensation for any hours in excess of 1,040 under this option. Said sum shall be based on the salary rate being paid at the time of the employee's service retirement.
- (2) An exchange of all accumulated sick leave for service credit time in the Public Employees' Retirement System.

An employee must choose option 1 or 2. An employee will not be allowed to do both.

F. Calculation of Overtime

Any Sick Leave taken pursuant to this Section 10 (Sick Leave) of the MOU shall not be counted in calculating eligibility for, or the amount of, overtime pay during the same pay period in which Sick Leave is taken.

11. BEREAVEMENT LEAVE

Whenever an employee is compelled to be absent from duty by reason of death or critical illness (where death appears imminent) of members of the employee's immediate family (father, mother, brother, sister, spouse, registered domestic partner, children, mother-in-law, father-in-law, grandmother, grandfather, or grandchildren), he/she shall be entitled to a leave of absence with pay for a period not to exceed three working days. . Bereavement Leave in excess of three working days may be granted at the sole discretion of the City Manager for employees who must travel out of state to attend a funeral covered under this provision. Where such death or critical illness has occurred, the employee shall furnish satisfactory evidence of such death or illness to his or her Department Director. Such leave of absence shall not be allowed in any case where in the preceding six (6) calendar months a leave on the grounds of critical illness of that same relative has been granted. Bereavement leave shall not be charged against any of the employee's personal leave banks.

12. TEMPORARY DISABILITY LEAVE

A. Industrially Related Disability

Employees shall be entitled to the benefits under this sub-section only after the City has determined that the disability is industrially related. If an employee is injured on the job to such an extent that temporary industrially related disability leave is necessary, the employee's salary shall be continued at the full rate of pay

for a period up to thirty (30) calendar days with no charge to sick leave. After thirty (30) calendar days, the employee may utilize accrued sick leave, vacation leave and compensatory time off to supplement the benefits received pursuant to worker's compensation laws to provide for full salary maintenance during the period of temporary industrially related disability.

Further disability leave benefits and requirements shall be provided as set forth in the City of Los Alamitos' Family Care and Medical Leave Policy.

An employee shall not accrue sick leave, vacation leave, other benefits or seniority while he/she is on a leave without pay pursuant to this sub-section. The employee shall not forfeit any benefits or seniority accrued prior to the commencement of the leave without pay.

B. Non-Industrial Related Disability

Upon submission of a certificate from a licensed physician indicating that an employee shall be placed on temporary disability leave, the employee shall be entitled to non-industrially related temporary disability leave. The employee utilizing non-industrially related temporary disability leave may utilize all accumulated sick leave, vacation leave and compensatory time off to provide for full salary maintenance. When the employee is not using accumulated sick leave, vacation leave and compensatory time off, the absence will be designated as leave without pay.

Further disability leave benefits and requirements shall be provided as set forth in the City of Los Alamitos' Family Care and Medical Leave Policy.

An employee shall not accrue sick leave, vacation leave, other benefits or seniority while he/she is on a leave without pay pursuant to this sub-section. The employee shall not forfeit any benefits or seniority accrued prior to the commencement of the leave without pay.

13. PARENTAL LEAVE

City shall provide employee parental leaves for eligible employees as required by state and federal law.

The City Manager shall grant an employee's request for a leave of absence without pay for the purposes of pregnancy, childbirth, or because of disability caused by pregnancy related complications, for a period not to exceed seven months, or as required by law. When the employee has notified the City Manager as to the period of the leave of absence required, the employee must receive City Manager approval prior to extending parental leave.

The City Manager shall grant the request of an employee for a leave of absence without pay for a period not to exceed six months to care for his/her newborn child. When the

employee has notified the City Manager as to the period of the leave of absence required, the employee must receive City Manager approval prior to extending parental leave.

The City Manager may grant an employee's request for a leave of absence without pay to care for a newly adopted child for a period not to exceed 6 months. The employee shall provide documentation to support the request for adoption leave. When the employee has notified the City Manager as to the period of the leave of absence required, any change in the length of the period of leave shall not be effective unless approved by the City Manager.

An employee shall not accrue sick leave, vacation leave, other benefits or seniority while he/she is on a leave of absence without pay pursuant to this sub-section; provided, however, an employee on leave pursuant to the Family Medical Leave Act or the, California Family Rights Act or Pregnancy Disability Leave law shall continue to receive health insurance premium payments required by the FMLA or CFRA or Pregnancy Disability Leave law. The employee shall not forfeit any benefits or seniority accrued prior to the commencement of the Parental Leave.

Where permitted by law, leave granted under this Parental Leave Section shall run concurrently with leave as provided in the City of Los Alamitos' Family Care and Medical Leave Policy, and the pregnancy disability leave portions of the California Fair Employment and Housing Act.

14. JURY DUTY

Subject to the exception described below, the City shall compensate an employee on jury duty for up forty (40) working hours within a calendar year. When called to jury duty, an employee, having provided at least five (5) working days written notice, shall be entitled to his or her regular compensation provided that said employee deposits his/her compensation fees for jury service with the Finance Officer. Employees released early from jury duty shall report to their supervisor for the duration of their shift. Employees shall be entitled to keep mileage reimbursement pay while on jury duty. Consideration for salary continuation in excess of forty (40) working hours shall be conditioned upon sufficient evidence being presented to the City Manager that: (1) the employee advised the Court of a forty (40) working hour limitation on salary continuation being provided by the City, (2) requested dismissal from jury duty, and that the Court did not excuse the employee from jury service.

15. LEAVE OF ABSENCE WITHOUT PAY

Any employee may be granted a leave of absence without pay of less than ninety (90) days with the approval of his or her Department Director and the City Manager. A request for a leave of absence of Ninety (90) days or more must also be approved by the City Manager.

A. Authorization Procedure

Requests for leave of absence without pay shall be made upon forms prescribed by the City Manager. The employee shall state the reason for the request, the date when the absence is to begin, and the probable date of return. The request shall normally be initiated by the employee. Upon written recommendation of the Department Director that it be granted, modified or denied, the request shall be promptly transmitted to the City Manager for consideration. A copy of the approved request for absence without pay shall be promptly delivered to the Assistant City Manager and the employee.

B. Length of Leave and Extension

A leave of absence without pay may be made for a period of ninety (90) days or more, typically not to exceed six (6) months. Conditions for granting an extension of up to six (6) months shall be the same as that in granting the original leave, provided that the extension request is made at least fourteen (14) calendar days prior to the expiration of the original leave.

C. Return from Leave

When an employee intends to return from an authorized leave of absence without pay, he or she shall contact his or her Department Director at least fourteen (14) calendar days prior to the day he or she plans to return. The Department Director shall promptly notify the City Manager of the employee's intention.

D. Leave Without Pay - Insurance Payments

An employee on leave without pay may continue his or her City insurance benefits (medical, vision, dental and life) by reimbursing the City for the cost of insurance on a monthly basis during the period of the leave. Failure to reimburse the City for such benefits during the term of the leave of absence will result in the employee's coverage terminating on the first day of the month following the month in which the last payment was received.

E. Leave Without Pay - Other Benefits

An employee shall not accrue sick leave, vacation leave, other benefits or seniority while he/she is on a leave of absence without pay pursuant to this sub-section. The employee shall not forfeit any benefits or seniority accrued prior to the commencement of the leave without pay.

F. Family Medical Leave – Insurance Payments

The City will continue to make insurance contributions for a maximum of twelve (12) weeks on behalf of employees on approved Family Medical Leave and for eligible pregnant employees, up to four (4) months for pregnancy disability leave

and additional twelve (12) weeks for baby-bonding. Employees on approved Family Medical Leave and pregnancy disability leave will continue to be responsible for their out-of-pocket contribution toward insurance costs.

16. HOLIDAYS

A. Authorized Holidays

Employees shall be entitled to the following holidays with pay each calendar year as well as other such days as may be designated by action of the City Council:

- January 1 (New Years Day)
- The third Monday in January (Martin Luther King Jr.'s Birthday)
- The third Monday in February (President's Day)
- The last Monday in May (Memorial Day)
- July 4 (Independence Day)
- The first Monday in September (Labor Day)
- November 11 (Veterans Day)
- The fourth Thursday in November (Thanksgiving Day)
- The Friday after Thanksgiving Day
- December 24 (Christmas Eve)
- December 25 (Christmas)

Employees shall receive eighteen (18) hours of floating holiday time to be used by the employee with Department Director approval during the calendar year (January 1 – December 31).

No employee may accumulate more than a total of eighteen (18) floating holiday hours. On January 1 of each year, each employee will receive only the number of floating holiday hours that is necessary to bring the accumulated total to eighteen (18) hours.

For employees working a 9/80 schedule, all regular holidays shall be paid at nine (9) hours for holidays falling on Monday through Thursday and eight (8) hours for holidays falling on Friday. For employees working a 5/40 schedule, all regular holidays shall be paid at eight (8) hours. For employees working a 4/10 schedule, all regular holidays shall be paid at ten (10) hours.

B. Floating Holidays for New Employees

At the time of hire, new employees shall receive the following floating holiday hours based upon their date of hire on a prorated basis:

Date of Hire

January 1 – March 31	18
April 1 – June 30	14
July 1 – September 30	10
October 1 – December 31	0

C. Procedure if Holiday Falls on Saturday or Sunday

When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday, except for Christmas Eve which shall be observed on the preceding Friday.

D. Procedure if Christmas Eve Falls on a Friday

When Christmas Eve falls on a Friday, the preceding Thursday shall be observed as the Holiday.

E. Employees Required to Work on Holiday

Non-exempt employees on a 9/80 schedule that are required to work on any holiday which he or she is entitled to take off under the provisions hereof shall receive compensation therefore at the rate of one and one-half times his/her regular rate of pay for actual hours worked, plus nine (9) hours of equivalent time off if the holiday falls on Monday through Thursday and eight (8) hours of equivalent time off if the holiday falls on Friday, as determined by their Department Director. Such employees working on the Fourth of July shall receive an eight (8) or nine (9) hour holiday, depending on the day of the week on which the holiday falls, which can be used between the dates of July 6 and 12 as determined by their Department Director, subject to the City's service needs.

Non-exempt employees on a 5/40 schedule that are required to work on any holiday which he or she is entitled to take off under the provisions hereof shall receive compensation therefore at the rate of one and one-half times his/her regular rate of pay for actual hours worked, plus eight (8) hours of equivalent time off as determined by their Department Director. Such employees working on the Fourth of July shall receive an eight (8) hour holiday between the dates of July 6 and 12 as determined by their Department Director. All employees who are scheduled to work on any holiday which he or she is entitled to take off under the provisions hereof, and who are in fact absent, shall receive full compensation therefore at the straight time rate.

Non-exempt employees on a 4/10 schedule that are required to work on any holiday which he or she is entitled to take off under the provisions hereof shall receive compensation therefore at the rate of one and one-half times his/her regular rate of pay for actual hours worked, plus ten (10) hours of equivalent time

off as determined by their Department Director. Such employees working on the Fourth of July shall receive a ten (10) hour holiday between the dates of July 6 and 12 as determined by their Department Director. All employees who are scheduled to work on any holiday which he or she is entitled to take off under the provisions hereof, and who are in fact absent, shall receive full compensation therefore at the straight time rate.

17. HOURS OF WORK

Employees shall have a work schedule with specific hours to be worked as prescribed by the Department Director with the approval of the City Manager.

The City Manager may change an employee's work schedule or hours at any time to meet the requirements of the City.

To the extent the City Manager determines practicable, unit employees may be scheduled to work a "4/10 schedule." The 4/10 work schedule shall be defined as working four (4) ten (10) hour days each week, plus an unpaid lunch break during each shift that shall last at least one-half ($\frac{1}{2}$) hour in duration but shall not exceed one (1) hour in duration, totaling forty (40) hours in each workweek. The 4/10 work schedule shall not reduce service to the public, departmental effectiveness, productivity and/or efficiency as determined by the City Manager or his/her designee.

18. ATTENDANCE

Employees shall be in attendance at their workstation in accordance with the rules regarding hours of work, holidays, and leaves. All departments shall keep daily attendance records of employees, which shall be reported to the Director of Administrative Services on a City-approved form and on the dates specified.

Failure on the part of an employee, who is absent without authorization or permission, to return to duty within twenty-four (24) hours after a due notice to return to duty has been issued through a registered letter, shall constitute resignation from City service by the employee. Before the resignation goes into effect, the employee shall be given notice and an opportunity to respond to the City Manager or their designee.

19. OVERTIME

It is the policy of the City of Los Alamitos to avoid the necessity for overtime work whenever possible. In cases of emergency or whenever public interest or necessity requires, any employee may be directed by proper authority to perform overtime work. Employees must obtain approval from their supervisors prior to working any overtime; an employee's failure to do so may subject him or her to disciplinary action, up to and including termination from employment.

A. WorkWeek

The workweek for all Unit Employees shall be 168 regularly recurring hours. For Unit Employees working a schedule other than the 9/80 work schedule, the workweek shall begin at 12:01 a.m. Sunday and end at 12:00 a.m. (midnight) the following Saturday. For Unit Employees working the 9/80 work schedule, each Unit Employee's designated Fair Labor Standards Act ("FLSA") workweek (168 hours in length) shall begin exactly four (4) hours after the start time of his/her eight (8) hour shift on the day of the week that corresponds with the Unit Employee's alternating regular day off. Unit Employees working a 9/80 work schedule will have a regular day off every other week as determined by the City.

All non-exempt employees, as defined by the Fair Labor Standards Act, shall be paid at the rate of one and one-half times their regular rate of pay for all hours worked in excess of forty (40) during their designated seven-day workweek.

B. Compensatory Time

At the discretion of the employee, overtime may be compensated at either one and one-half times the regular rate of hourly pay or compensatory time earned at the rate of time and one-half. The maximum accumulation of compensatory time shall be 120 hours. Should an employee desire to take compensatory time off, he or she shall file a written request with his Department Director who shall grant the requested time off unless it interferes with normal operational staffing of the Department.

Upon termination of the employee, all compensatory time shall be paid off at the salary rate in effect.

C. Training Time

Attendance at training schools/facilities, which improves the performance of regular tasks and/or prepares the employee for job advancement, is not compensable for hours in excess of regularly scheduled department approved training time. Any time spent in excess of regularly scheduled department approved training time will not be counted as working time and is not compensable in any manner whatsoever. Time spent in studying and other personal pursuits are not compensable hours of work even though the employee may be confined to campus or barracks twenty-four (24) hours a day.

Travel time to and from a training facility outside the employee's normal work shift is not compensable hours of work. Mandatory training as required by the Department is compensable for actual time spent in training. Employees on an alternative work schedule (i.e., 4/10 or 9/80) shall receive full compensation for their respective shift for an eight (8) hour training session.

D. City Vehicle Use

Employees who are provided with a City vehicle to travel to and from work shall not be compensated in any manner whatsoever for such travel time. Monitoring a radio or other communication device while driving to or from work is not compensable time.

20. ATTENDANCE AT COMMISSION MEETINGS

Non-exempt employees who are required to attend Commission meetings that extend beyond their assigned schedule shall be compensated at the rate of one and one-half times their regular rate of pay for a minimum of two hours.

21. CALL BACK PAY

Call back duty occurs when an employee is unexpectedly ordered by his/her Department Director to return to duty following the termination of his/her normal work shift because of unanticipated work requirements. Call back does not occur when an employee is held over from his/her prior shift or is working prior to his/her regularly scheduled shift. An employee called back to duty shall be paid a minimum of four (4) hours compensation at the rate of one and one-half times his/her regular rate of pay commencing when he or she reports for duty. Any hours worked in excess of four (4) hours shall be compensated at the rate of one and one-half times his/her regular rate of pay.

22. STANDBY PAY

Standby duty shall be determined and assigned at the sole discretion of the Public Works Director.

- A.** Standby duty shall be defined as time outside of an employee's scheduled work shift when the employee must remain prepared to respond to emergencies or other unplanned events which require prompt attention.
- B.** While on such duty, employees shall carry an electronic pager, cellular phone, or other communication device so that they may be alerted to the need to respond to an emergency or urgent situation.
- C.** Employees participating in Standby Duty shall be compensated at a rate \$25 per weekday and \$40 per weekend and/or holiday for each twenty four (24) hour period that they spend on said duty.
- D.** While performing Standby Duty, employees must respond within a reasonable time following notification of the callback and must have access to transportation at all times.
- E.** Employees shall not consume, be impaired by or have in their biological system alcohol or drugs while performing Standby Duty. All of the provisions

of the City of Los Alamitos Alcohol and Drug Use Policy shall apply to employee's participation in Standby Duty.

23. MONTHLY MEDICAL INSURANCE CONTRIBUTION

Effective January 1, 2018, the City shall contribute up to one thousand two hundred ninety four dollars (\$1,294.00) per month toward the payment of premiums for affected employees and dependents under the existing health, dental, and optical insurance programs.

Effective January 1, 2022, the City shall contribute a monthly allowance toward the payment of premiums as follows:

	Employee Only	Employee +1	Family
January 1, 2022	\$1294	\$1419	\$1469
January 1, 2023	\$1294	\$1419	\$1469
January 1, 2024	\$1319	\$1419	\$1469

Any contribution necessary to maintain benefits under any insurance program in excess of the City's monthly contribution shall be borne entirely by the employee.

Any employee who can certify that he/she is insured under another health plan, which has equal or better coverage than the City's plan, may elect to receive \$500.00 per month in lieu of participation in the City's health program. Any employee who can certify that he/she is also insured under other dental and vision plans having equal or better coverage than the City's plans, may elect to receive an additional \$200.00 per month in lieu of participation in the City's dental and vision programs, for a total of \$700.00 per month of compensation in lieu of health, dental and vision insurance plan participation. The additional \$200 per month in lieu of participation in the City's dental and vision programs, is only available if the employee opts out of the City's medical as well as the dental and vision programs.

24. DENTAL PLAN

The City agrees to make available a dental plan to employees and dependents. Participation in this plan shall be at the option of the employee. Employees electing to participate in this plan may apply excess funds from the City's monthly medical insurance contribution towards the premium payment of the dental plan. Any additional cost in excess of the City's monthly medical insurance contribution shall be borne by the employee.

25. OPTICAL PLAN

The City agrees to make available an optical plan to employees and dependents. Participation in this plan shall be at the option of the employee. Employees electing to participate in this plan may apply excess funds from the City's monthly medical insurance

contribution towards the premium payment of the optical plan. Any additional cost in excess of the City's monthly medical insurance contribution shall be borne by the employee.

26. TERM LIFE INSURANCE PLAN

After an employee has worked for sixty (60) days on the City's payroll, the City will provide that employee with term life insurance and accidental life and dismemberment policies effective on the first day of the next month following the completion of the sixty days. Participation in this plan is mandatory. The amount of coverage will be based on one and one-half times the annual salary up to a maximum of \$50,000 of coverage. The City shall pay for this coverage.

27. LONG - TERM DISABILITY PLAN

After an employee has worked for sixty (60) days on the City's payroll, the City will provide each employee with long-term disability coverage based on two-thirds of the employee's monthly salary up to a maximum benefit of \$2,000 per month, effective on the first day of the next month following the completion of the sixty days. Participation in this plan is mandatory. The City shall pay for this coverage.

28. AFFORDABLE CARE ACT REOPENER

During the term of this MOU, either party may reopen labor negotiations for the purpose of discussing potential penalties, taxes or other impacts under the Affordable Care Act.

29. PHYSICAL EXAMINATION

The City agrees to pay a licensed physician/clinic selected by the City the fee not to exceed \$370 for a physical examination. The City will pay for this physical examination according to the following schedule:

<u>Age</u>	<u>Frequency</u>
To 30	Once every 4 years
31 – 39	Once every 3 years
40 - 49	Once every 2 years
50 and over	Once per year

Prior to undergoing a physical examination, the employee must make a written request to the City Manager for approval of payment.

30. RETIREES' MEDICAL INSURANCE

A. Employees Hired Before August 1, 1994

Only those employees who were hired before August 1, 1994, who have provided ten (10) years of service to the City, and who have reached the age of fifty (50) shall be eligible for insurance hereunder. The City shall contribute to the health

and dental premium cost for each employee and his or her spouse or registered domestic partner, upon a regular service retirement as defined by Public Employees' Retirement System law. The City shall contribute an amount equal to the amount then being contributed on behalf of active duty employees, hired before January 1, 1997, pursuant to the Monthly Medical Insurance Contribution section above.

The insurance received for ten (10) years of services with the City at age fifty (50) with a regular service retirement, shall be equal to and subject to the same conditions and plans provided to the active bargaining unit employees. To receive this benefit, the employee must apply within 120 days of separation from service.

City-paid contributions shall continue while either the employee or spouse/registered domestic partner is alive, but shall terminate when the employee or spouse/registered domestic partner becomes eligible for Medicare, MediCal or other public supported health insurance; or when coverage has been for a period equal to the number of years of the employee's service to the City.

Employees retiring under a regular service retirement shall be allowed to participate in the City's optical and life insurance policies at their expense. Failure to reimburse the City within thirty (30) days will result in the termination of this coverage.

B. Employees Hired After August 1, 1994

Only those employees who were hired on or after August 1, 1994, who have provided fifteen (15) years of service to the City, and who have reached the age of fifty-five (55) shall be eligible for insurance hereunder. The City shall contribute to the medical and dental premium cost for each employee and his or her spouse or registered domestic partner upon a regular service retirement as defined by Public Employees' Retirement System law. The City shall contribute an amount equal to the amount then being contributed on behalf of active duty employees at the employee plus two rate pursuant to the Monthly Medical Insurance Contribution section (Section 23) above.

The insurance coverage employees receive for fifteen (15) years of service with the City at age fifty-five (55) with a regular service retirement, shall be equal to and subject to the same conditions and plans provided to the active bargaining unit employees. To receive this benefit, the employee must apply within 120 days of separation from service.

City-paid contributions shall continue while either the employee or spouse/registered domestic partner is alive, but shall terminate when the employee or spouse becomes eligible for Medicare, MediCal or other public-supported health insurance; or when coverage has been for a period equal to the number of years of the employee's service to the City.

Employees retiring under a regular service retirement shall be allowed to participate in the City's optical and life insurance policies at their expense. Failure to reimburse the City within thirty (30) days will result in the termination of this coverage.

C. Minimum Retiree Medical Contribution

Employees who retire from City services shall, at a minimum, be provided the retiree health stipend required by PERS law, also known as the Public Employees' Medical and Hospital Care Act (PEMHCA) minimum,

31. DEFERRED COMPENSATION

Members may take loans, including mortgage loans, against their deferred compensation balances to the extent allowed by law. It shall be the sole responsibility of the individual member to understand the potential tax ramifications associated with such a loan. The City will execute paperwork with the Deferred Compensation carriers to ensure that it will no longer be a requirement to obtain prior approval from the City before obtaining such a loan.

The City shall offer a Roth IRA to all 457 participants at the employee's discretion.

32. EDUCATION REIMBURSEMENT

All bargaining unit employees are eligible for reimbursement by the City for tuition in connection with educational endeavors. Tuition reimbursement shall not exceed the per unit cost charged by the California State University System. The per unit cost shall be based on three (3) units if one (1) class is taken during a quarter or semester, or based on six (6) units if more than one (1) class is taken during a quarter or semester. Only those courses, which have a bearing on the employee's position with the City, will be considered by the City Manager for reimbursement.

In order to be reimbursed, an employee must submit a request for reimbursement to his or her Department Director for recommendation to the City Manager. The request must be in writing and include the name of the school, the course title, the cost of enrollment, and the reasons why the course is beneficial to the employee and City. The request will then be forwarded to the City Manager for final approval or disapproval.

The employee will pay for all costs associated with the approved course. In order to be reimbursed, an employee must submit proof of successful completion of the course. In graded courses, a letter grade of C or better is required for completion; in a pass/fail course, a pass is required for completion; and in a credit/no credit course, a credit is required for completion.

An employee must also submit receipts for tuition expense. This will then be processed through the Finance Department.

33. RETIREMENT

Except as set forth below, retirement benefits are provided for personnel under the 2.7% at 55 Plan of the Public Employees Retirement System, the Level 4 of the 1959 Survivor Benefit and the Pre-Retirement Option 2 Death Benefit.

The City shall pay the employer share of the CalPERS retirement contribution as actuarially determined by CalPERS for each fiscal year covered by the Agreement for the 2.7% at 55 retirement benefit level and at the 2% at 62 level for New Employees (as defined below).

"New" members of PERS shall be placed in the 2%@62 retirement tier. They shall pay the statutorily required contribution rate as defined in California Government Code Section 7522.30 (PEPRA) and determined by PERS. This rate shall be one half (1/2) of the normal cost of the benefit. "New" members are defined in California Government Code Section 7522.04 (PEPRA). "Legacy" members shall be those members not deemed to be "new" members.

"Legacy" members pay 100% of the mandated CalPERS member contribution, which is 8% of compensation.

At no time during this agreement will the employee be responsible for any part of the Employer's contribution to the Public Employees Retirement System.

Employees (other than "new" members) qualify for minimum retirement benefits after five years of service and reaching 55 years of age. Unless otherwise required by PEPRA, retirement benefits will be based on the highest twelve months salary as well as employee's age and length of service.

34. UNIFORM ALLOWANCE

The City shall provide Maintenance Worker I, Maintenance Workers, Senior Maintenance Workers, Maintenance Foreman, Records Clerk and Records Specialist, and Community Liaison Officer with a uniform maintenance allowance of \$25.00 per pay period.

35. CERTIFICATION PAY

Persons employed in the Mechanic and Master Mechanic position classifications who achieve Level 1 Certification for automobile maintenance through the National Institute for Automotive Service Excellence ("ASE") shall receive additional pay equal to two percent (2%) of their base salary effective the first pay period following proof of certification. Persons employed in the Mechanic and Master Mechanic position classifications who achieve Level 2 Certification for automobile maintenance through ASE shall receive additional pay equal to four percent (4%) of base salary effective. Persons employed in the Mechanic and Master Mechanic position classifications who achieve Master Technician Status through ASE shall receive additional pay in an amount equal to 6% of their base salary. Level 1 ASE Certification Pay is based on the passing any two (2) tests as listed below. Eligible tests shall be from either the Automotive Test or

Medium/Heavy Truck Test categories. Employees must pass two (2) tests from a single category and may not qualify for certification pay by combining and passing tests from two (2) categories. The list of qualified ASE courses and tests are listed below:

AUTOMOTIVE TESTS:

- A1 - Engine Repair
- A2 – Automatic Trans/Transaxle
- A3 – Manual Drive Train and Axles
- A4 – Suspension and Steering
- A5 – Brakes
- A6 – Electrical/Electronic Systems
- A7 – Heating and Air Conditioning
- A8 – Engine Performance

MEDIUM/HEAVY TRUCK TESTS:

- T1 – Gasoline Engines
- T2 – Diesel Engines
- T3 – Drive Train
- T4 – Brakes
- T5 – Suspension & Steering
- T6 – Electrical/Electronic Systems
- T7 – Heating, Ventilation, & Air Conditioning
- T8 – Preventive Maintenance Inspection

Employees eligible for ASE Certification pay shall not receive an increase in excess of six percent (6%) of base pay regardless of the number of ASE certified courses and tests passed.

Employees shall be responsible for maintaining and keeping current ASE certifications. Employees who do not possess current ASE certifications, as defined above, are not eligible to receive certification pay.

Persons employed in the Maintenance Worker, Maintenance Foreman and Senior Maintenance Worker position classifications who complete the requirements and achieve NPSI Certified Playground Safety Inspector status shall receive an additional two-percent (2%) of base salary.

The City Manager, or designee, must approve all requests to complete coursework associated with employee eligibility for ASE automotive repair and NPSI playground inspection certificate pay.

36. SAFETY SHOE ALLOWANCE

The City will provide an annual maximum allowance of \$300 for safety shoes for Maintenance Workers, Senior Maintenance Workers, Mechanic, Master Mechanic, and Maintenance Foreman. The City will select the vendor from which an employee may

purchase the safety shoes. Any cost in excess of \$300 will be the responsibility of the employee.

37. MILEAGE REIMBURSEMENT

Those employees utilizing their own vehicle for City business shall be reimbursed at the rate designated by the Internal Revenue Service. Employees shall be reimbursed upon the submittal of a reimbursement form with their Department Director approval.

38. GRIEVANCE PROCEDURE

Grievance shall be defined as any good faith or reasonable complaint of an employee or a group of employees or a dispute between the City and said employee or a group of employees involving the interpretation, application, or enforcement of the Personnel and Policies Manual, applicable Memoranda of Understanding, and Administrative Rules and Regulations Manual; provided, however, complaints involving disciplinary actions, and rejection from probation, are not grievable.

The steps of the grievance procedure are as follows:

A. Step One

Grievances must be discussed with the employee's immediate supervisor, or his/her superior in the event that the employee's dispute is with the immediate supervisor, within ten (10) working days of the occurrence of the event-giving rise thereto. The supervisor or his/her superior will attempt to resolve the matter and will, within a reasonable period of time, issue his/her decision on the matter in writing.

B. Step Two

If not previously resolved in Step One, the employee may, within ten (10) working days of receiving the written decision of the employee's supervisor or his/her superior, submit a written request for review by the Department Director. The Department Director shall make such investigation of the facts and issues as is warranted under the circumstances and shall make a determination within ten (10) working days of receipt of the request and the written decision of the supervisor or his/her superior. (If the grievance was addressed by the department director under Section A., above, the employee may proceed directly to Step Three, Section C., below.) The Department Director shall provide the employee with a written decision of his/her determination.

C. Step Three

If the employee is dissatisfied with the determination of the Department Director, the employee shall, within ten (10) working days of receipt of the Department Director's determination, notify the City Manager and/or Personnel Officer, in addition to his/her Department Director, of the employee's desire to appeal such determination. Said notice shall be in writing.

- D. The City Manager and/or Personnel Officer, or his/her designee, shall arrange and conduct a meeting between the employee and the Department Director. At such meeting, discussion shall be limited to the issues raised in the initial grievance complaint and an earnest effort shall be made to resolve the dispute.
- E. Following the meeting in Step Three, the City Manager and/or Personnel Officer shall issue a statement of his/her conclusions and findings. The decision of the City Manager and/or Personnel Officer shall be final.

39. PEACEFUL PERFORMANCE

Apart from, and in addition to, existing legal restrictions on work stoppages, the Association hereby agrees that neither it, nor its officers, agents or representatives shall incite, encourage, or participate in any strike, sympathy strike, walkout, slowdown, speedup, sick-out, or other work stoppage during the life of this Agreement for any cause or dispute whatsoever. In the event of work stoppage or disruption as enumerated above, the Association, its officers, agents, and representatives shall do everything in their power to end or avert the same. Violation hereof will subject the violator to legal and equitable judicial relief.

Any employee engaging in or assisting any work stoppage or disruption as enumerated above, or refusing to perform duly assigned work shall be subject to discipline up to and including termination. The City reserves the right to selectively discipline employees hereunder.

It is understood that violation of this article by the Association will warrant the withdrawal of any rights, privileges or services provided in this Agreement and/or legal action by the City for redress and/or damages.

The inclusion of this article in this contract shall in no way be deemed to stop the City from seeking any form of legal, equitable, or administrative relief to which it may be entitled during the term of this contract.

40. CONSTRUCTION

Nothing contained in this Memorandum of Understanding, or any attachment thereto, is intended to, in any way, modify, interpret, construe, or change existing or future law, which may cover the topic. For purposes of the reference, law shall include the Federal and California Constitutions and all relevant Federal and California statutes, and all final

appellate court decisions on the issue. References contained herein to matters covered by law are included simply for the purpose of drawing the attention of the parties to legal requirements related to City employees and the government of the City.

41. FULL UNDERSTANDING, MODIFICATION, WAIVER

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein during the term of this Agreement.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties, hereto, and if required, approved and implemented by the City Council.

The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

42. SAVINGS CLAUSE

This Memorandum of Understanding is subject to all applicable Federal, State, and City laws, ordinances, resolutions, and any lawful rules and regulations enacted by the City Council. If any part or provision of the Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State, or City laws, ordinances, resolutions, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdictions, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby.

43. BILINGUAL PAY

Upon written designation by the City Manager, and based on the needs of each Department, bargaining unit employees shall receive additional monthly compensation after providing the City with evidence deemed appropriate by the City of ability to provide competent oral and/or written translation services for a second language.

An employee demonstrating both oral and written bilingual competency through means of City examination in a language approved by the City as a business necessity shall receive \$50 per month. An employee who demonstrates bilingual competency in more than one language shall only receive \$50 per month.

Bilingual compensation shall be available to those employees whose duties include enforcement, public counter or reception responsibilities, or as otherwise determined by the City to be a business necessity. Requests for bilingual compensation shall be considered and approved at the discretion of the City Manager. Approvals shall be commensurate with the needs of the respective City Department. If more than one employee is eligible for bilingual compensation beyond the needs of the City and/or Department, the employee with the highest score on the examination shall receive the bilingual pay.

Any employee receiving this bilingual compensation shall perform those bilingual related translation duties as required by any City supervisor. Should an employee receiving this bilingual compensation fail to perform those bilingual related translation duties as required by any City supervisor, then the employee is subject not only to disciplinary action, but said employee shall also be subject to elimination of his/her bilingual compensation pay.

SIGNATURES ON THE FOLLOWING PAGE

City of Los Alamitos

DocuSigned by:

Mark Chirco

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Mark Chirco
Mayor

TEAMSTERS LOCAL 911

DocuSigned by:

Anthony Vazquez

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Anthony Vazquez
Steward

DocuSigned by:

Amanda McDowell

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Amanda McDowell
Steward

Attest:

DocuSigned by:

Windmera Quintanar

54BCC26B4CA8409...
Windmera Quintanar, MMC
City Clerk

Approved as to Form:

DocuSigned by:

Michael S. Daudt

D2A022E9E4DF418...
Michael Daudt
City Attorney

**CALIFORNIA TEAMSTERS 911
SALARY SCHEDULE
EFFECTIVE NOVEMBER 7, 2021**

EXHIBIT A1

CODE	CLASSIFICATION TITLE	TIER		STEP A	STEP B	STEP C	STEP D	STEP E
110	Receptionist	1	HOURLY	17.78	18.67	19.62	20.58	21.61
			MONTHLY	3,081.87	3,236.13	3,400.80	3,567.20	3,745.73
			ANNUAL	36,982.40	38,833.60	40,809.60	42,806.40	44,948.80
		2	HOURLY	17.34	18.22	19.14	20.07	21.08
			MONTHLY	3,005.60	3,158.13	3,317.60	3,478.80	3,653.87
			ANNUAL	36,067.20	37,897.60	39,811.20	41,745.60	43,846.40
		3	HOURLY	16.92	17.77	18.66	19.61	20.57
			MONTHLY	2,932.80	3,080.13	3,234.40	3,399.07	3,565.47
			ANNUAL	35,193.60	36,961.60	38,812.80	40,788.80	42,785.60
120	Records Clerk	1	HOURLY	20.87	21.92	23.02	24.17	25.39
			MONTHLY	3,617.47	3,799.47	3,990.13	4,189.47	4,400.93
			ANNUAL	43,409.60	45,593.60	47,881.60	50,273.60	52,811.20
		2	HOURLY	20.38	21.39	22.47	23.58	24.75
			MONTHLY	3,532.53	3,707.60	3,894.80	4,087.20	4,290.00
			ANNUAL	42,390.40	44,491.20	46,737.60	49,046.40	51,480.00
		3	HOURLY	19.89	20.86	21.90	23.01	24.16
			MONTHLY	3,447.60	3,615.73	3,796.00	3,988.40	4,187.73
			ANNUAL	41,371.20	43,388.80	45,552.00	47,860.80	50,252.80
125	Maintenance Worker	1	HOURLY	22.37	23.48	24.65	25.87	27.18
			MONTHLY	3,877.47	4,069.87	4,272.67	4,484.13	4,711.20
			ANNUAL	46,529.60	48,838.40	51,272.00	53,809.60	56,534.40
		2	HOURLY	21.82	22.90	24.06	25.27	26.52
			MONTHLY	3,782.13	3,969.33	4,170.40	4,380.13	4,596.80
			ANNUAL	45,385.60	47,632.00	50,044.80	52,561.60	55,161.60
		3	HOURLY	21.30	22.35	23.47	24.64	25.86
			MONTHLY	3,692.00	3,874.00	4,068.13	4,270.93	4,482.40
			ANNUAL	44,304.00	46,488.00	48,817.60	51,251.20	53,788.80
126	Maintenance Worker 1	1	HOURLY	23.49	24.67	25.90	27.19	28.56
			MONTHLY	4,071.60	4,276.13	4,489.33	4,712.93	4,950.40
			ANNUAL	48,859.20	51,313.60	53,872.00	56,555.20	59,404.80
		2	HOURLY	22.93	24.08	25.28	26.55	27.87
			MONTHLY	3,974.53	4,173.87	4,381.87	4,602.00	4,830.80
			ANNUAL	47,694.40	50,086.40	52,582.40	55,224.00	57,969.60
		3	HOURLY	22.37	23.48	24.66	25.89	27.18
			MONTHLY	3,877.47	4,069.87	4,274.40	4,487.60	4,711.20
			ANNUAL	46,529.60	48,838.40	51,292.80	53,851.20	56,534.40
130	Secretary	1	HOURLY	23.74	24.93	26.17	27.47	28.85
			MONTHLY	4,114.93	4,321.20	4,536.13	4,761.47	5,000.67
			ANNUAL	49,379.20	51,854.40	54,433.60	57,137.60	60,008.00
		2	HOURLY	23.17	24.30	25.51	26.81	28.15
			MONTHLY	4,016.13	4,212.00	4,421.73	4,647.07	4,879.33
			ANNUAL	48,193.60	50,544.00	53,060.80	55,764.80	58,552.00
		3	HOURLY	22.59	23.73	24.92	26.14	27.46
			MONTHLY	3,915.60	4,113.20	4,319.47	4,530.93	4,759.73
			ANNUAL	46,987.20	49,358.40	51,833.60	54,371.20	57,116.80

**CALIFORNIA TEAMSTERS 911
SALARY SCHEDULE
EFFECTIVE NOVEMBER 7, 2021**

EXHIBIT A1

CODE	CLASSIFICATION TITLE	TIER		STEP A	STEP B	STEP C	STEP D	STEP E
135	Records Specialist	1	HOURLY	24.69	25.92	27.22	28.59	30.02
136	Community Liaison Officer		MONTHLY	4,279.60	4,492.80	4,718.13	4,955.60	5,203.47
			ANNUAL	51,355.20	53,913.60	56,617.60	59,467.20	62,441.60
		2	HOURLY	24.11	25.31	26.57	27.90	29.28
			MONTHLY	4,179.07	4,387.07	4,605.47	4,836.00	5,075.20
			ANNUAL	50,148.80	52,644.80	55,265.60	58,032.00	60,902.40
		3	HOURLY	23.51	24.68	25.90	27.21	28.57
			MONTHLY	4,075.07	4,277.87	4,489.33	4,716.40	4,952.13
			ANNUAL	48,900.80	51,334.40	53,872.00	56,596.80	59,425.60
140	Senior Maintenance Worker	1	HOURLY	25.98	27.28	28.65	30.07	31.58
145	Finance Assistant		MONTHLY	4,503.20	4,728.53	4,966.00	5,212.13	5,473.87
150	Mechanic		ANNUAL	54,038.40	56,742.40	59,592.00	62,545.60	65,686.40
152	Planning Aide	2	HOURLY	25.35	26.60	27.95	29.33	30.80
			MONTHLY	4,394.00	4,610.67	4,844.67	5,083.87	5,338.67
			ANNUAL	52,728.00	55,328.00	58,136.00	61,006.40	64,064.00
		3	HOURLY	24.71	25.94	27.25	28.61	30.04
			MONTHLY	4,283.07	4,496.27	4,723.33	4,959.07	5,206.93
			ANNUAL	51,396.80	53,955.20	56,680.00	59,508.80	62,483.20
155	Recreation Coordinator	1	HOURLY	26.21	27.54	28.91	30.36	31.88
157	Recreation Coordinator/ Graphic Design		MONTHLY	4,543.07	4,773.60	5,011.07	5,262.40	5,525.87
			ANNUAL	54,516.80	57,283.20	60,132.80	63,148.80	66,310.40
		2	HOURLY	25.58	26.87	28.20	29.62	31.09
			MONTHLY	4,433.87	4,657.47	4,888.00	5,134.13	5,388.93
			ANNUAL	53,206.40	55,889.60	58,656.00	61,609.60	64,667.20
		3	HOURLY	24.96	26.20	27.52	28.88	30.35
			MONTHLY	4,326.40	4,541.33	4,770.13	5,005.87	5,260.67
			ANNUAL	51,916.80	54,496.00	57,241.60	60,070.40	63,128.00
160	Department Secretary	1	HOURLY	26.74	28.07	29.49	30.97	32.51
			MONTHLY	4,634.93	4,865.47	5,111.60	5,368.13	5,635.07
			ANNUAL	55,619.20	58,385.60	61,339.20	64,417.60	67,620.80
		2	HOURLY	26.10	27.41	28.77	30.21	31.72
			MONTHLY	4,524.00	4,751.07	4,986.80	5,236.40	5,498.13
			ANNUAL	54,288.00	57,012.80	59,841.60	62,836.80	65,977.60
		3	HOURLY	25.45	26.73	28.06	29.46	30.96
			MONTHLY	4,411.33	4,633.20	4,863.73	5,106.40	5,366.40
			ANNUAL	52,936.00	55,598.40	58,364.80	61,276.80	64,396.80
305	Senior Finance Assitant	1	HOURLY	28.84	30.29	31.80	33.38	35.04
			MONTHLY	4,998.93	5,250.27	5,512.00	5,785.87	6,073.60
			ANNUAL	59,987.20	63,003.20	66,144.00	69,430.40	72,883.20
		2	HOURLY	28.14	29.56	31.02	32.56	34.19
			MONTHLY	4,877.60	5,123.73	5,376.80	5,643.73	5,926.27
			ANNUAL	58,531.20	61,484.80	64,521.60	67,724.80	71,115.20
		3	HOURLY	27.45	28.82	30.26	31.78	33.35
			MONTHLY	4,758.00	4,995.47	5,245.07	5,508.53	5,780.67
			ANNUAL	57,096.00	59,945.60	62,940.80	66,102.40	69,368.00

CALIFORNIA TEAMSTERS 911
SALARY SCHEDULE
EFFECTIVE NOVEMBER 7, 2021

EXHIBIT A1

CODE	CLASSIFICATION TITLE	TIER		STEP A	STEP B	STEP C	STEP D	STEP E
170	Assistant Planner	1	HOURLY	29.90	31.40	32.96	34.62	36.34
175	Code Enforcement Officer		MONTHLY	5,182.67	5,442.67	5,713.07	6,000.80	6,298.93
			ANNUAL	62,192.00	65,312.00	68,556.80	72,009.60	75,587.20
		2	HOURLY	29.17	30.62	32.15	33.76	35.47
			MONTHLY	5,056.13	5,307.47	5,572.67	5,851.73	6,148.13
			ANNUAL	60,673.60	63,689.60	66,872.00	70,220.80	73,777.60
		3	HOURLY	28.45	29.89	31.37	32.94	34.60
			MONTHLY	4,931.33	5,180.93	5,437.47	5,709.60	5,997.33
			ANNUAL	59,176.00	62,171.20	65,249.60	68,515.20	71,968.00
180	Maintenance Foreman	1	HOURLY	30.16	31.67	33.25	34.90	36.66
185	Master Mechanic		MONTHLY	5,227.73	5,489.47	5,763.33	6,049.33	6,354.40
			ANNUAL	62,732.80	65,873.60	69,160.00	72,592.00	76,252.80
		2	HOURLY	29.41	30.88	32.45	34.06	35.76
			MONTHLY	5,097.73	5,352.53	5,624.67	5,903.73	6,198.40
			ANNUAL	61,172.80	64,230.40	67,496.00	70,844.80	74,380.80
		3	HOURLY	28.71	30.15	31.63	33.23	34.87
			MONTHLY	4,976.40	5,226.00	5,482.53	5,759.87	6,044.13
			ANNUAL	59,716.80	62,712.00	65,790.40	69,118.40	72,529.60
205	Lead Foreman	1	HOURLY	32.12	33.73	35.42	37.19	39.04
			MONTHLY	5,567.47	5,846.53	6,139.47	6,446.27	6,766.93
			ANNUAL	66,809.60	70,158.40	73,673.60	77,355.20	81,203.20
		2	HOURLY	31.34	32.91	34.56	36.29	38.10
			MONTHLY	5,432.27	5,704.40	5,990.40	6,290.27	6,604.00
			ANNUAL	65,187.20	68,452.80	71,884.80	75,483.20	79,248.00
		3	HOURLY	30.58	32.10	33.71	35.40	37.17
			MONTHLY	5,300.53	5,564.00	5,843.07	6,136.00	6,442.80
			ANNUAL	63,606.40	66,768.00	70,116.80	73,632.00	77,313.60
210	Accountant	1	HOURLY	34.03	35.74	37.52	39.38	41.35
			MONTHLY	5,898.53	6,194.93	6,503.47	6,825.87	7,167.33
			ANNUAL	70,782.40	74,339.20	78,041.60	81,910.40	86,008.00
		2	HOURLY	33.21	34.85	36.60	38.42	40.34
			MONTHLY	5,756.40	6,040.67	6,344.00	6,659.47	6,992.27
			ANNUAL	69,076.80	72,488.00	76,128.00	79,913.60	83,907.20
		3	HOURLY	32.40	34.01	35.69	37.49	39.36
			MONTHLY	5,616.00	5,895.07	6,186.27	6,498.27	6,822.40
			ANNUAL	67,392.00	70,740.80	74,235.20	77,979.20	81,868.80
195	Associate Planner	1	HOURLY	33.71	35.40	37.15	39.03	40.95
			MONTHLY	5,843.07	6,136.00	6,439.33	6,765.20	7,098.00
			ANNUAL	70,116.80	73,632.00	77,272.00	81,182.40	85,176.00
		2	HOURLY	33.29	34.95	36.71	38.53	40.47
			MONTHLY	5,770.27	6,058.00	6,363.07	6,678.53	7,014.80
			ANNUAL	69,243.20	72,696.00	76,356.80	80,142.40	84,177.60
		3	HOURLY	32.48	34.10	35.80	37.59	39.49
			MONTHLY	5,629.87	5,910.67	6,205.33	6,515.60	6,844.93
			ANNUAL	67,558.40	70,928.00	74,464.00	78,187.20	82,139.20

CALIFORNIA TEAMSTERS 911

SALARY SCHEDULE

EFFECTIVE NOVEMBER 7, 2021

EXHIBIT A1

CODE	CLASSIFICATION TITLE	TIER		STEP A	STEP B	STEP C	STEP D	STEP E
220	Management Analyst	1	HOURLY	38.28	40.19	42.20	44.31	46.52
			MONTHLY	6,635.20	6,966.27	7,314.67	7,680.40	8,063.47
			ANNUAL	79,622.40	83,595.20	87,776.00	92,164.80	96,761.60
		2	HOURLY	37.34	39.21	41.17	43.22	45.40
			MONTHLY	6,472.27	6,796.40	7,136.13	7,491.47	7,869.33
			ANNUAL	77,667.20	81,556.80	85,633.60	89,897.60	94,432.00
		3	HOURLY	36.43	38.25	40.16	42.17	44.28
			MONTHLY	6,314.53	6,630.00	6,961.07	7,309.47	7,675.26
			ANNUAL	75,774.40	79,560.00	83,532.80	87,713.60	92,102.40

**CALIFORNIA TEAMSTERS 911
SALARY SCHEDULE
EFFECTIVE NOVEMBER 6, 2022**

EXHIBIT A2

CODE	CLASSIFICATION TITLE	TIER		STEP A	STEP B	STEP C	STEP D	STEP E
110	Receptionist	1	HOURLY	18.14	19.04	20.01	20.99	22.04
			MONTHLY	3,144.27	3,300.27	3,468.40	3,638.27	3,820.27
			ANNUAL	37,731.20	39,603.20	41,620.80	43,659.20	45,843.20
		2	HOURLY	17.69	18.58	19.52	20.47	21.50
			MONTHLY	3,066.27	3,220.53	3,383.47	3,548.13	3,726.67
			ANNUAL	36,795.20	38,646.40	40,601.60	42,577.60	44,720.00
		3	HOURLY	17.26	18.13	19.03	20.00	20.98
			MONTHLY	2,991.73	3,142.53	3,298.53	3,466.67	3,636.53
			ANNUAL	35,900.80	37,710.40	39,582.40	41,600.00	43,638.40
120	Records Clerk	1	HOURLY	21.29	22.36	23.48	24.65	25.90
			MONTHLY	3,690.27	3,875.73	4,069.87	4,272.67	4,489.33
			ANNUAL	44,283.20	46,508.80	48,838.40	51,272.00	53,872.00
		2	HOURLY	20.79	21.82	22.92	24.05	25.25
			MONTHLY	3,603.60	3,782.13	3,972.80	4,168.67	4,376.67
			ANNUAL	43,243.20	45,385.60	47,673.60	50,024.00	52,520.00
		3	HOURLY	20.29	21.28	22.34	23.47	24.64
			MONTHLY	3,516.93	3,688.53	3,872.27	4,068.13	4,270.93
			ANNUAL	42,203.20	44,262.40	46,467.20	48,817.60	51,251.20
125	Maintenance Worker	1	HOURLY	22.82	23.95	25.14	26.39	27.72
			MONTHLY	3,955.47	4,151.33	4,357.60	4,574.27	4,804.80
			ANNUAL	47,465.60	49,816.00	52,291.20	54,891.20	57,657.60
		2	HOURLY	22.26	23.36	24.54	25.78	27.05
			MONTHLY	3,858.40	4,049.07	4,253.60	4,468.53	4,688.67
			ANNUAL	46,300.80	48,588.80	51,043.20	53,622.40	56,264.00
		3	HOURLY	21.73	22.80	23.94	25.13	26.38
			MONTHLY	3,766.53	3,952.00	4,149.60	4,355.87	4,572.53
			ANNUAL	45,198.40	47,424.00	49,795.20	52,270.40	54,870.40
126	Maintenance Worker 1	1	HOURLY	23.96	25.16	26.42	27.73	29.13
			MONTHLY	4,153.07	4,361.07	4,579.47	4,806.53	5,049.20
			ANNUAL	49,836.80	52,332.80	54,953.60	57,678.40	60,590.40
		2	HOURLY	23.39	24.56	25.79	27.08	28.43
			MONTHLY	4,054.27	4,257.07	4,470.27	4,693.87	4,927.87
			ANNUAL	48,651.20	51,084.80	53,643.20	56,326.40	59,134.40
		3	HOURLY	22.82	23.95	25.15	26.41	27.72
			MONTHLY	3,955.47	4,151.33	4,359.33	4,577.73	4,804.80
			ANNUAL	47,465.60	49,816.00	52,312.00	54,932.80	57,657.60
130	Secretary	1	HOURLY	24.21	25.43	26.69	28.02	29.43
			MONTHLY	4,196.40	4,407.87	4,626.27	4,856.80	5,101.20
			ANNUAL	50,356.80	52,894.40	55,515.20	58,281.60	61,214.40
		2	HOURLY	23.63	24.79	26.02	27.35	28.71
			MONTHLY	4,095.87	4,296.93	4,510.13	4,740.67	4,976.40
			ANNUAL	49,150.40	51,563.20	54,121.60	56,888.00	59,716.80
		3	HOURLY	23.04	24.20	25.42	26.66	28.01
			MONTHLY	3,993.60	4,194.67	4,406.13	4,621.07	4,855.07
			ANNUAL	47,923.20	50,336.00	52,873.60	55,452.80	58,260.80

**CALIFORNIA TEAMSTERS 911
SALARY SCHEDULE
EFFECTIVE NOVEMBER 6, 2022**

EXHIBIT A2

CODE	CLASSIFICATION TITLE	TIER		STEP A	STEP B	STEP C	STEP D	STEP E
135	Records Specialist	1	HOURLY	25.18	26.44	27.76	29.16	30.62
136	Community Liaison Officer		MONTHLY	4,364.53	4,582.93	4,811.73	5,054.40	5,307.47
			ANNUAL	52,374.40	54,995.20	57,740.80	60,652.80	63,689.60
		2	HOURLY	24.59	25.82	27.10	28.46	29.87
			MONTHLY	4,262.27	4,475.47	4,697.33	4,933.07	5,177.47
			ANNUAL	51,147.20	53,705.60	56,368.00	59,196.80	62,129.60
		3	HOURLY	23.98	25.17	26.42	27.75	29.14
			MONTHLY	4,156.53	4,362.80	4,579.47	4,810.00	5,050.95
			ANNUAL	49,878.40	52,353.60	54,953.60	57,720.00	60,611.20
140	Senior Maintenance Worker	1	HOURLY	26.50	27.83	29.22	30.67	32.21
145	Finance Assistant		MONTHLY	4,593.33	4,823.87	5,064.80	5,316.13	5,583.07
150	Mechanic		ANNUAL	55,120.00	57,886.40	60,777.60	63,793.60	66,996.80
152	Planning Aide	2	HOURLY	25.86	27.13	28.51	29.92	31.42
			MONTHLY	4,482.40	4,702.53	4,941.73	5,186.13	5,446.13
			ANNUAL	53,788.80	56,430.40	59,300.80	62,233.60	65,353.60
		3	HOURLY	25.20	26.46	27.80	29.18	30.64
			MONTHLY	4,368.00	4,586.40	4,818.67	5,057.87	5,310.93
			ANNUAL	52,416.00	55,036.80	57,824.00	60,694.40	63,731.20
155	Recreation Coordinator	1	HOURLY	26.73	28.09	29.49	30.97	32.52
157	Recreation Coordinator/ Graphic Design		MONTHLY	4,633.20	4,868.93	5,111.60	5,368.13	5,636.80
			ANNUAL	55,598.40	58,427.20	61,339.20	64,417.60	67,641.60
		2	HOURLY	26.09	27.41	28.76	30.21	31.71
			MONTHLY	4,522.27	4,751.07	4,985.07	5,236.40	5,496.40
			ANNUAL	54,267.20	57,012.80	59,820.80	62,836.80	65,956.80
		3	HOURLY	25.46	26.72	28.07	29.46	30.96
			MONTHLY	4,413.07	4,631.47	4,865.47	5,106.40	5,366.40
			ANNUAL	52,956.80	55,577.60	58,385.60	61,276.80	64,396.80
160	Department Secretary	1	HOURLY	27.27	28.63	30.08	31.59	33.16
			MONTHLY	4,726.80	4,962.53	5,213.87	5,475.60	5,747.73
			ANNUAL	56,721.60	59,550.40	62,566.40	65,707.20	68,972.80
		2	HOURLY	26.62	27.96	29.35	30.81	32.35
			MONTHLY	4,614.13	4,846.40	5,087.33	5,340.40	5,607.33
			ANNUAL	55,369.60	58,156.80	61,048.00	64,084.80	67,288.00
		3	HOURLY	25.96	27.26	28.62	30.05	31.58
			MONTHLY	4,499.73	4,725.07	4,960.80	5,208.67	5,473.87
			ANNUAL	53,996.80	56,700.80	59,529.60	62,504.00	65,686.40
305	Senior Finance Assitant	1	HOURLY	29.42	30.90	32.44	34.05	35.74
			MONTHLY	5,099.47	5,356.00	5,622.93	5,902.00	6,194.93
			ANNUAL	61,193.60	64,272.00	67,475.20	70,824.00	74,339.20
		2	HOURLY	28.70	30.15	31.64	33.21	34.87
			MONTHLY	4,974.67	5,226.00	5,484.27	5,756.40	6,044.13
			ANNUAL	59,696.00	62,712.00	65,811.20	69,076.80	72,529.60
		3	HOURLY	28.00	29.40	30.87	32.42	34.02
			MONTHLY	4,853.33	5,096.00	5,350.80	5,619.47	5,896.80
			ANNUAL	58,240.00	61,152.00	64,209.60	67,433.60	70,761.60

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CODE	CLASSIFICATION TITLE	TIER		STEP A	STEP B	STEP C	STEP D	STEP E
170	Assistant Planner	1	HOURLY	30.50	32.03	33.62	35.31	37.07
175	Code Enforcement Officer		MONTHLY	5,286.67	5,551.87	5,827.47	6,120.40	6,425.47
			ANNUAL	63,440.00	66,622.40	69,929.60	73,444.80	77,105.60
		2	HOURLY	29.75	31.23	32.79	34.44	36.18
			MONTHLY	5,156.67	5,413.20	5,683.60	5,969.60	6,271.20
			ANNUAL	61,880.00	64,958.40	68,203.20	71,635.20	75,254.40
		3	HOURLY	29.02	30.49	32.00	33.60	35.29
			MONTHLY	5,030.13	5,284.93	5,546.67	5,824.00	6,116.93
			ANNUAL	60,361.60	63,419.20	66,560.00	69,888.00	73,403.20
180	Maintenance Foreman	1	HOURLY	30.76	32.30	33.92	35.60	37.39
185	Master Mechanic		MONTHLY	5,331.73	5,598.67	5,879.47	6,170.67	6,480.93
			ANNUAL	63,980.80	67,184.00	70,553.60	74,048.00	77,771.20
		2	HOURLY	30.00	31.50	33.10	34.74	36.48
			MONTHLY	5,200.00	5,460.00	5,737.33	6,021.60	6,323.20
			ANNUAL	62,400.00	65,520.00	68,848.00	72,259.20	75,878.40
		3	HOURLY	29.28	30.75	32.26	33.89	35.57
			MONTHLY	5,075.20	5,330.00	5,591.73	5,874.27	6,165.47
			ANNUAL	60,902.40	63,960.00	67,100.80	70,491.20	73,985.60
205	Lead Foreman	1	HOURLY	32.76	34.40	36.13	37.93	39.82
			MONTHLY	5,678.40	5,962.67	6,262.53	6,574.53	6,902.13
			ANNUAL	68,140.80	71,552.00	75,150.40	78,894.40	82,825.60
		2	HOURLY	31.97	33.57	35.25	37.02	38.86
			MONTHLY	5,541.47	5,818.80	6,110.00	6,416.80	6,735.73
			ANNUAL	66,497.60	69,825.60	73,320.00	77,001.60	80,828.80
		3	HOURLY	31.19	32.74	34.38	36.11	37.91
			MONTHLY	5,406.27	5,674.93	5,959.20	6,259.07	6,571.07
			ANNUAL	64,875.20	68,099.20	71,510.40	75,108.80	78,852.80
210	Accountant	1	HOURLY	34.71	36.45	38.27	40.17	42.18
			MONTHLY	6,016.40	6,318.00	6,633.47	6,962.80	7,311.20
			ANNUAL	72,196.80	75,816.00	79,601.60	83,553.60	87,734.40
		2	HOURLY	33.87	35.55	37.33	39.19	41.15
			MONTHLY	5,870.80	6,162.00	6,470.53	6,792.93	7,132.67
			ANNUAL	70,449.60	73,944.00	77,646.40	81,515.20	85,592.00
		3	HOURLY	33.05	34.69	36.40	38.24	40.15
			MONTHLY	5,728.67	6,012.93	6,309.33	6,628.27	6,959.33
			ANNUAL	68,744.00	72,155.20	75,712.00	79,539.20	83,512.00
195	Associate Planner	1	HOURLY	34.38	36.11	37.89	39.81	41.77
			MONTHLY	5,959.20	6,259.07	6,567.60	6,900.40	7,240.13
			ANNUAL	71,510.40	75,108.80	78,811.20	82,804.80	86,881.60
		2	HOURLY	33.96	35.65	37.44	39.30	41.28
			MONTHLY	5,886.40	6,179.33	6,489.60	6,812.00	7,155.20
			ANNUAL	70,636.80	74,152.00	77,875.20	81,744.00	85,862.40
		3	HOURLY	33.13	34.78	36.52	38.34	40.28
			MONTHLY	5,742.53	6,028.53	6,330.13	6,645.60	6,981.87
			ANNUAL	68,910.40	72,342.40	75,961.60	79,747.20	83,782.40

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CODE	CLASSIFICATION TITLE	TIER		STEP A	STEP B	STEP C	STEP D	STEP E
220	Management Analyst	1	HOURLY	39.05	40.99	43.04	45.20	47.45
			MONTHLY	6,768.67	7,104.93	7,460.27	7,834.67	8,224.67
			ANNUAL	81,224.00	85,259.20	89,523.20	94,016.00	98,696.00
		2	HOURLY	38.09	39.99	41.99	44.08	46.31
			MONTHLY	6,602.27	6,931.60	7,278.27	7,640.53	8,027.07
			ANNUAL	79,227.20	83,179.20	87,339.20	91,686.40	96,324.80
		3	HOURLY	37.16	39.02	40.96	43.01	45.17
			MONTHLY	6,441.07	6,763.47	7,099.73	7,455.07	7,829.47
			ANNUAL	77,292.80	81,161.60	85,196.80	89,460.80	93,953.60

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EXHIBIT A3

CODE	CLASSIFICATION TITLE	TIER		STEP A	STEP B	STEP C	STEP D	STEP E
110	Receptionist	1	HOURLY	18.50	19.42	20.41	21.41	22.48
			MONTHLY	3,206.67	3,366.13	3,537.73	3,711.07	3,896.53
			ANNUAL	38,480.00	40,393.60	42,452.80	44,532.80	46,758.40
		2	HOURLY	18.04	18.95	19.91	20.88	21.93
			MONTHLY	3,126.93	3,284.67	3,451.07	3,619.20	3,801.20
			ANNUAL	37,523.20	39,416.00	41,412.80	43,430.40	45,614.40
		3	HOURLY	17.61	18.49	19.41	20.40	21.40
			MONTHLY	3,052.40	3,204.93	3,364.40	3,536.00	3,709.33
			ANNUAL	36,628.80	38,459.20	40,372.80	42,432.00	44,512.00
120	Records Clerk	1	HOURLY	21.72	22.81	23.95	25.14	26.42
			MONTHLY	3,764.80	3,953.73	4,151.33	4,357.60	4,579.47
			ANNUAL	45,177.60	47,444.80	49,816.00	52,291.20	54,953.60
		2	HOURLY	21.21	22.26	23.38	24.53	25.76
			MONTHLY	3,676.40	3,858.40	4,052.53	4,251.87	4,465.07
			ANNUAL	44,116.80	46,300.80	48,630.40	51,022.40	53,580.80
		3	HOURLY	20.70	21.71	22.79	23.94	25.13
			MONTHLY	3,588.00	3,763.07	3,950.27	4,149.60	4,355.87
			ANNUAL	43,056.00	45,156.80	47,403.20	49,795.20	52,270.40
125	Maintenance Worker	1	HOURLY	23.28	24.43	25.64	26.92	28.27
			MONTHLY	4,035.20	4,234.53	4,444.27	4,666.13	4,900.13
			ANNUAL	48,422.40	50,814.40	53,331.20	55,993.60	58,801.60
		2	HOURLY	22.71	23.83	25.03	26.30	27.59
			MONTHLY	3,936.40	4,130.53	4,338.53	4,558.67	4,782.27
			ANNUAL	47,236.80	49,566.40	52,062.40	54,704.00	57,387.20
		3	HOURLY	22.16	23.26	24.42	25.63	26.91
			MONTHLY	3,841.07	4,031.73	4,232.80	4,442.53	4,664.40
			ANNUAL	46,092.80	48,380.80	50,793.60	53,310.40	55,972.80
126	Maintenance Worker 1	1	HOURLY	24.44	25.66	26.95	28.28	29.71
			MONTHLY	4,236.27	4,447.73	4,671.33	4,901.87	5,149.73
			ANNUAL	50,835.20	53,372.80	56,056.00	58,822.40	61,796.80
		2	HOURLY	23.86	25.05	26.31	27.62	29.00
			MONTHLY	4,135.73	4,342.00	4,560.40	4,787.47	5,026.67
			ANNUAL	49,628.80	52,104.00	54,724.80	57,449.60	60,320.00
		3	HOURLY	23.28	24.43	25.65	26.94	28.27
			MONTHLY	4,035.20	4,234.53	4,446.00	4,669.60	4,900.13
			ANNUAL	48,422.40	50,814.40	53,352.00	56,035.20	58,801.60
130	Secretary	1	HOURLY	24.69	25.94	27.22	28.58	30.02
			MONTHLY	4,279.60	4,496.27	4,718.13	4,953.87	5,203.47
			ANNUAL	51,355.20	53,955.20	56,617.60	59,446.40	62,441.60
		2	HOURLY	24.10	25.29	26.54	27.90	29.28
			MONTHLY	4,177.33	4,383.60	4,600.27	4,836.00	5,075.20
			ANNUAL	50,128.00	52,603.20	55,203.20	58,032.00	60,902.40
		3	HOURLY	23.50	24.68	25.93	27.19	28.57
			MONTHLY	4,073.33	4,277.87	4,494.53	4,712.93	4,952.13
			ANNUAL	48,880.00	51,334.40	53,934.40	56,555.20	59,425.60

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135	Records Specialist	1	HOURLY	25.68	26.97	28.32	29.74	31.23
136	Community Liaison Officer		MONTHLY	4,451.20	4,674.80	4,908.80	5,154.93	5,413.20
			ANNUAL	53,414.40	56,097.60	58,905.60	61,859.20	64,958.40
		2	HOURLY	25.08	26.34	27.64	29.03	30.47
			MONTHLY	4,347.20	4,565.60	4,790.93	5,031.87	5,281.47
			ANNUAL	52,166.40	54,787.20	57,491.20	60,382.40	63,377.60
		3	HOURLY	24.46	25.67	26.95	28.31	29.72
			MONTHLY	4,239.73	4,449.47	4,671.33	4,907.07	5,151.47
			ANNUAL	50,876.80	53,393.60	56,056.00	58,884.80	61,817.60
140	Senior Maintenance Worker	1	HOURLY	27.03	28.39	29.80	31.28	32.85
145	Finance Assistant		MONTHLY	4,685.20	4,920.93	5,165.33	5,421.87	5,694.00
150	Mechanic		ANNUAL	56,222.40	59,051.20	61,984.00	65,062.40	68,328.00
152	Planning Aide	2	HOURLY	26.38	27.67	29.08	30.52	32.05
			MONTHLY	4,572.53	4,796.13	5,040.53	5,290.13	5,555.33
			ANNUAL	54,870.40	57,553.60	60,486.40	63,481.60	66,664.00
		3	HOURLY	25.70	26.99	28.36	29.76	31.25
			MONTHLY	4,454.67	4,678.27	4,915.73	5,158.40	5,416.67
			ANNUAL	53,456.00	56,139.20	58,988.80	61,900.80	65,000.00
155	Recreation Coordinator	1	HOURLY	27.26	28.65	30.08	31.59	33.17
157	Recreation Coordinator/ Graphic Design		MONTHLY	4,725.07	4,966.00	5,213.87	5,475.60	5,749.47
			ANNUAL	56,700.80	59,592.00	62,566.40	65,707.20	68,993.60
		2	HOURLY	26.61	27.96	29.34	30.81	32.34
			MONTHLY	4,612.40	4,846.40	5,085.60	5,340.40	5,605.60
			ANNUAL	55,348.80	58,156.80	61,027.20	64,084.80	67,267.20
		3	HOURLY	25.97	27.25	28.63	30.05	31.58
			MONTHLY	4,501.47	4,723.33	4,962.53	5,208.67	5,473.87
			ANNUAL	54,017.60	56,680.00	59,550.40	62,504.00	65,686.40
160	Department Secretary	1	HOURLY	27.82	29.20	30.68	32.22	33.82
			MONTHLY	4,822.13	5,061.33	5,317.87	5,584.80	5,862.13
			ANNUAL	57,865.60	60,736.00	63,814.40	67,017.60	70,345.60
		2	HOURLY	27.15	28.52	29.94	31.43	33.00
			MONTHLY	4,706.00	4,943.47	5,189.60	5,447.87	5,720.00
			ANNUAL	56,472.00	59,321.60	62,275.20	65,374.40	68,640.00
		3	HOURLY	26.48	27.81	29.19	30.65	32.21
			MONTHLY	4,589.87	4,820.40	5,059.60	5,312.67	5,583.07
			ANNUAL	55,078.40	57,844.80	60,715.20	63,752.00	66,996.80
305	Senior Finance Assitant	1	HOURLY	30.01	31.52	33.09	34.73	36.45
			MONTHLY	5,201.73	5,463.47	5,735.60	6,019.87	6,318.00
			ANNUAL	62,420.80	65,561.60	68,827.20	72,238.40	75,816.00
		2	HOURLY	29.27	30.75	32.27	33.87	35.57
			MONTHLY	5,073.47	5,330.00	5,593.47	5,870.80	6,165.47
			ANNUAL	60,881.60	63,960.00	67,121.60	70,449.60	73,985.60
		3	HOURLY	28.56	29.99	31.49	33.07	34.70
			MONTHLY	4,950.40	5,198.27	5,458.27	5,732.13	6,014.67
			ANNUAL	59,404.80	62,379.20	65,499.20	68,785.60	72,176.00

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CODE	CLASSIFICATION TITLE	TIER		STEP A	STEP B	STEP C	STEP D	STEP E
170	Assistant Planner	1	HOURLY	31.11	32.67	34.29	36.02	37.81
175	Code Enforcement Officer		MONTHLY	5,392.40	5,662.80	5,943.60	6,243.47	6,553.73
			ANNUAL	64,708.80	67,953.60	71,323.20	74,921.60	78,644.80
		2	HOURLY	30.35	31.85	33.45	35.13	36.90
			MONTHLY	5,260.67	5,520.67	5,798.00	6,089.20	6,396.00
			ANNUAL	63,128.00	66,248.00	69,576.00	73,070.40	76,752.00
		3	HOURLY	29.60	31.10	32.64	34.27	36.00
			MONTHLY	5,130.67	5,390.67	5,657.60	5,940.13	6,240.00
			ANNUAL	61,568.00	64,688.00	67,891.20	71,281.60	74,880.00
180	Maintenance Foreman	1	HOURLY	31.38	32.95	34.60	36.31	38.14
185	Master Mechanic		MONTHLY	5,439.20	5,711.33	5,997.33	6,293.73	6,610.93
			ANNUAL	65,270.40	68,536.00	71,968.00	75,524.80	79,331.20
		2	HOURLY	30.60	32.13	33.76	35.43	37.21
			MONTHLY	5,304.00	5,569.20	5,851.73	6,141.20	6,449.73
			ANNUAL	63,648.00	66,830.40	70,220.80	73,694.40	77,396.80
		3	HOURLY	29.87	31.37	32.91	34.57	36.28
			MONTHLY	5,177.47	5,437.47	5,704.40	5,992.13	6,288.53
			ANNUAL	62,129.60	65,249.60	68,452.80	71,905.60	75,462.40
205	Lead Foreman	1	HOURLY	33.42	35.09	36.85	38.69	40.62
			MONTHLY	5,792.80	6,082.27	6,387.33	6,706.27	7,040.80
			ANNUAL	69,513.60	72,987.20	76,648.00	80,475.20	84,489.60
		2	HOURLY	32.61	34.24	35.96	37.76	39.64
			MONTHLY	5,652.40	5,934.93	6,233.07	6,545.07	6,870.93
			ANNUAL	67,828.80	71,219.20	74,796.80	78,540.80	82,451.20
		3	HOURLY	31.81	33.39	35.07	36.83	38.67
			MONTHLY	5,513.73	5,787.60	6,078.80	6,383.87	6,702.80
			ANNUAL	66,164.80	69,451.20	72,945.60	76,606.40	80,433.60
210	Accountant	1	HOURLY	35.40	37.18	39.04	40.97	43.02
			MONTHLY	6,136.00	6,444.53	6,766.93	7,101.47	7,456.80
			ANNUAL	73,632.00	77,334.40	81,203.20	85,217.60	89,481.60
		2	HOURLY	34.55	36.26	38.08	39.97	41.97
			MONTHLY	5,988.67	6,285.07	6,600.53	6,928.13	7,274.80
			ANNUAL	71,864.00	75,420.80	79,206.40	83,137.60	87,297.60
		3	HOURLY	33.71	35.38	37.13	39.00	40.95
			MONTHLY	5,843.07	6,132.53	6,435.87	6,760.00	7,098.00
			ANNUAL	70,116.80	73,590.40	77,230.40	81,120.00	85,176.00
195	Associate Planner	1	HOURLY	35.07	36.83	38.65	40.61	42.61
			MONTHLY	6,078.80	6,383.87	6,699.33	7,039.07	7,385.73
			ANNUAL	72,945.60	76,606.40	80,392.00	84,468.80	88,628.80
		2	HOURLY	34.64	36.36	38.19	40.09	42.11
			MONTHLY	6,004.27	6,302.40	6,619.60	6,948.93	7,299.07
			ANNUAL	72,051.20	75,628.80	79,435.20	83,387.20	87,588.80
		3	HOURLY	33.79	35.48	37.25	39.11	41.09
			MONTHLY	5,856.93	6,149.87	6,456.67	6,779.07	7,122.27
			ANNUAL	70,283.20	73,798.40	77,480.00	81,348.80	85,467.20

**CALIFORNIA TEAMSTERS 911
SALARY SCHEDULE
EFFECTIVE NOVEMBER 5, 2023**

EXHIBIT A3

CODE	CLASSIFICATION TITLE	TIER		STEP A	STEP B	STEP C	STEP D	STEP E
220	Management Analyst	1	HOURLY	39.83	41.81	43.90	46.10	48.40
			MONTHLY	6,903.87	7,247.07	7,609.33	7,990.67	8,389.33
			ANNUAL	82,846.40	86,964.80	91,312.00	95,888.00	100,672.00
		2	HOURLY	38.85	40.79	42.83	44.96	47.24
			MONTHLY	6,734.00	7,070.27	7,423.87	7,793.07	8,188.27
			ANNUAL	80,808.00	84,843.20	89,086.40	93,516.80	98,259.20
		3	HOURLY	37.90	39.80	41.78	43.87	46.07
			MONTHLY	6,569.33	6,898.67	7,241.87	7,604.13	7,985.47
			ANNUAL	78,832.00	82,784.00	86,902.40	91,249.60	95,825.60

RESOLUTION NO. 2021-24

RESOLUTION NUMBER NOT USED

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 21, 2023

ITEM NUMBER: 10F

To: Mayor Tanya Doby & Members of the City Council

Presented By: Chelsi Wilson, Administrative Services Manager

Subject: Police Officers Association (POA) Side Letter

SUMMARY

This report seeks approval of the Police Officers Association (POA) side letter amending the July 1, 2021 to June 30, 2024 Memorandum of Understanding (MOU) between the City of Los Alamitos ("City") and the Los Alamitos Police Officers Association ("POA").

RECOMMENDATION

1. Adopt Resolution No.2023-07, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS ALAMITOS AND THE POLICE OFFICERS ASSOCIATION EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2024"; and,
2. Authorize the Mayor to execute the side letter agreement amending the Police Officers Association (POA) Memorandum of Understanding (MOU).

BACKGROUND

This report seeks approval of the Police Officers Association (POA) side letter amending the July 1, 2021 to June 30, 2024 Memorandum of Understanding (MOU) between the City of Los Alamitos ("City") and the Police Officers Association ("POA"). The following outlines the recommended temporary change of adding 64 additional hours to the optional annual vacation payoff.

DISCUSSION

The Police Officers Association (POA) Memorandum of Understanding (MOU) requires some clean up to formally adopt current practices.

SECTION 4 (E) – ANNUAL VACATION PAYOFF

Section 4(E) shall be amended and restated as follows:

Employees may receive pay for up to 64 hours of vacation time during each calendar year provided they have used a minimum of 80 vacation hours during the previous calendar year. Employees not using a minimum of 80 hours of vacation during the previous calendar year may receive vacation payoff if such payoff is recommended by the Police Chief and approved by the City Manager.

FISCAL IMPACT

Sufficient funds are available in the Fiscal Year 2022/2023 Adopted Budget.

- Attachment:
1. Resolution No. 2023-07 - Police Officer Association (POA) Vacation Pay Out
 2. Police Officer Association (POA) - Side Letter for Vacation Pay Out
 3. Resolution No. 2022-04 - Police Officer Association (POA) MOU

RESOLUTION NO. 2023-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS ALAMITOS AND THE POLICE OFFICERS ASSOCIATION EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2024

WHEREAS, on January 18, 2022, the City Council adopted Resolution 2022-04 approving the Memorandum of Understanding between the City of Los Alamitos and the Police Officers Association (the “MOU”); and,

WHEREAS, the City now desires to amend the MOU to increase pay for vacation time.

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

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

SECTION 2. Section 4 (Vacation), Subsection E, of the MOU is hereby amended and restated to read as follows:

E. *Annual Vacation Payoff*

Employees may receive pay for up to 64 hours of vacation time during each calendar year provided they have used a minimum of 80 vacation hours during the previous calendar year. Employees not using a minimum of 80 hours of vacation during the previous calendar year may receive vacation payoff if such payoff is recommended by the Police Chief and approved by the City Manager.

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

PASSED, APPROVED, AND ADOPTED this 23rd day of January, 2023.

Tanya Doby, 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 23rd day of January, 2023 by the following vote, to wit:

Windmera Quintanar , MMC, City Clerk

**SIDE LETTER AGREEMENT AMENDING
THE JULY 1, 2021 TO JUNE 30, 2024
MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LOS ALAMITOS ("CITY")
AND THE LOS ALAMITOS POLICE OFFICERS ASSOCIATION ("POA")**

The City of Los Alamitos ("City") and LOS ALAMITOS POLICE OFFICERS ASSOCIATION ("POA") (collectively, the "Parties"), having previously negotiated and executed a Memorandum of Understanding (MOU) for the period JULY 1, 2021 to JUNE 30, 2024 ("MOU"), do hereby agree and adopt this side letter agreement ("Side Letter Agreement") amending the MOU related to MOU Section 4 (Vacation), subsection (E) (ANNUAL VACATION PAYOFF) specifically as follows:

MOU SECTION 4(E) – ANNUAL VACATION PAYOFF

Section 4(E) of the MOU shall be amended and restated as follows:

Employees may receive pay for up to 64 hours of vacation time during each calendar year provided they have used a minimum of 80 vacation hours during the previous calendar year. Employees not using a minimum of 80 hours of vacation during the previous calendar year may receive vacation payoff if such payoff is recommended by the Police Chief and approved by the City Manager.

The Parties understand and agree that this side letter and the amendment to MOU Section 4(E), as stated above, shall automatically expire on JUNE 30, 2024 and will no longer be effective. MOU Section 4(E)'s terms will then automatically revert back to the original language, as adopted by the City Council on February 7, 2022, unless and until further modified by the Parties through written agreement or resolution of bargaining procedures.

LOS ALAMITOS POLICE OFFICERS
ASSOCIATION

CITY OF LOS ALAMITOS

By: _____
Shaun Krogman, President

By: _____
Tanya Doby, Mayor

Date: _____

Date: _____

RESOLUTION NO. 2022-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS ALAMITOS AND THE POLICE OFFICERS ASSOCIATION EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2024

WHEREAS, the most recent agreement between the City of Los Alamitos and the Police Officers Association expired on June 30, 2021; and,

WHEREAS, the City and the Police Officers Association (POA) have been engaged in negotiations for a successor Memorandum of Understanding (MOU); and,

WHEREAS, the resulting MOU reflects a three-year package that will enable the City to provide reasonable workforce stability.

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

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

SECTION 2. The City Council approves and authorizes the Mayor to execute the Memorandum of Understanding between the City of Los Alamitos and the Police Officers Association (POA) effective July 1, 2021 through June 30, 2024, incorporated herein by reference and attached as "Exhibit A."

SECTION 3. The salary steps and ranges of all classifications governed by this Resolution shall be as specified in "Exhibit B" and attached hereto and incorporated by reference.

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

PASSED, APPROVED, AND ADOPTED this 7th day of February 2022.

DocuSigned by:

AF87F110E7A146D...
Shelley Hasselbrink, Mayor

ATTEST:

DocuSigned by:

Windmera Quintanar

54B6C26B4CA8409...
Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

Michael S. Daudt

02A022E0E4DF418...
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 7th day of February, 2022, by the following vote, to wit:

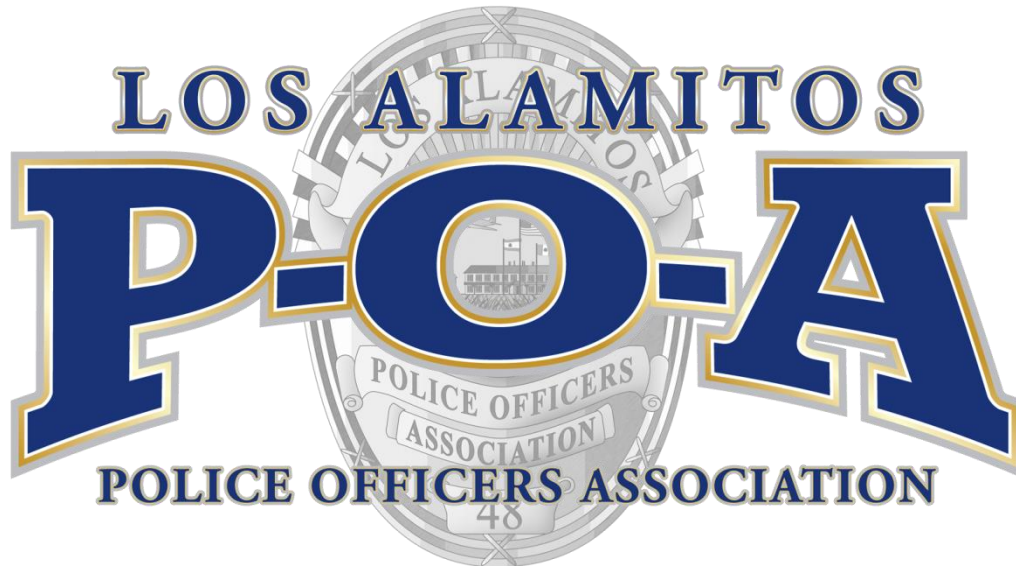
AYES: COUNCILMEMBERS: Chirco, Bates, Doby, Hasselbrink, Nefulda
NOES: COUNCILMEMBERS: None
ABSENT: COUNCILMEMBERS: None
ABSTAIN: COUNCILMEMBERS: None

DocuSigned by:

Windmera Quintanar

54B6C26B4CA8409...
Windmera Quintanar, MMC, City Clerk

City Council Resolution 2022-04 Exhibit A



**ADOPTED: FEBRUARY 7, 2022
EFFECTIVE: JULY 1, 2021
EXPIRES: JUNE 30, 2024**

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Memorandum of Understanding between the City of Los Alamitos and the Police Officers Association

This Memorandum of Understanding has been prepared pursuant to Government Code Sections 3500, et seq., as amended, which is generally referred to as the "Meyers-Milias-Brown Act." This agreement has been developed as a result of good faith meet and confer efforts by the Los Alamitos Police Officers Association ("Association") and the City of Los Alamitos ("City"). The items in this agreement are subject to the approval of the Los Alamitos City Council and will be effective upon the adoption of necessary ordinances and resolutions.

Term

The parties agree that the provisions contained herein shall be subject to all applicable laws and shall be effective when formally approved by the Los Alamitos City Council and shall be effective July 1, 2021 through June 30, 2024.

Recognition

The City hereby recognizes the Association as the majority representative of the employee representation unit consisting of the following classifications:

- **Sergeant**
- **Corporal**
- **Officer**

The City and the Association agree that the provisions of this MOU will apply equally to all employees covered herein without favor or discrimination because of race, religion, color, creed, national origin, sex, sexual orientation, gender identification, marital status, age, mental or physical disability, and/or any other category protected by federal or state law. Nothing contained herein shall be construed to deny those employees who do not belong to the Association from representing themselves.

1. Access to Work Locations

Access to employee locations shall be granted to officers of the Association and its official representatives for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Access shall be limited to one hour per day and twenty-four hours per year. Such officers or representatives of the Association shall not enter any locations without first requesting the written consent of the City or its authorized representative(s). Access shall be restricted so as to not interfere with the normal operations of any Department or with established safety or security requirements.

2. City Rights

The rights of the City include authority under state law, but are not limited to the exclusive right to determine the mission of its constituent departments, commissions and board; set standards and levels of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; determine style and/or types of City-issued wearing apparel equipment or technology used, establish and enforce dress and grooming standards; assign work to and schedule employees in accordance with requirements as determined by the City and establish and change work schedules and assignments upon reasonable notice; and determine organization structure, size and composition of the work force; take all necessary actions to carry out its mission in emergencies; and exercise complete discretion over its organization and the technology of performing its work.

In exercising the above rights, the City shall comply with all applicable provisions of this Agreement.

In exercising the above rights, the City shall not in any way, directly or indirectly, be subject to the grievance procedure herein, provided the City has complied with all applicable provisions of this Agreement and all applicable State laws.

3. Salary Schedule Adjustment

A. Salary Increases

The City will increase the salaries of all represented classifications as follows and shown in Exhibit A:

1. Effective with the pay period commencing January 30, 2022, the salary schedule will be increased by 2.5%.
2. Effective the first full pay period commencing on or after July 1, 2022, the salary schedule will be increased by 2.5%.
3. Effective the first full pay period commencing on or after July 1, 2023, the salary schedule will be increased by 2.5%.

B. One-Time Lump Sum Payments

1. The City will provide a one-time lump sum payment of \$2,500 to all full-time employees effective January 30, 2022.

2. The City will provide a one-time lump sum payment of \$2,500 to all full-time employees with the first full pay period following July 1, 2022.

4. Vacation

A. Purpose

The purpose of annual vacation is to enable each eligible employee annually to return to work refreshed.

B. Basis of Accrual

New employees shall begin accrual of vacation leave effective their first day of employment. New employees shall not be allowed to take vacation leave until they have completed six months of continuous full-time service. Vacation leave shall accrue to employees on bi-weekly basis at a pro-rated amount equivalent to the annual amounts specified below. No employee may accumulate more than 300 hours of vacation leave. When an employee's accumulated vacation leave balance reaches 300 hours, that employee shall not accrue any further vacation leave until such time as the employee's accumulated vacation leave balance is reduced below 300 hours.

Vacation leave for employees shall be accrued as follows:

<u>Years of Service</u>	<u>Hours per Year</u>
0-2	80
3	88
4	96
5	104
6	112
7	120
8	128
9	136
10	144
11	152
12	160
13	168
14 or >	176

C. Compensation for City Work During Vacation Prohibited

No employee shall be permitted to work for compensation for the City in any capacity while he/she is on vacation leave from City service. This clause shall not limit the City's right to recall an employee from vacation and back to work in the event of an emergency and place him/her on regular pay status.

D. Scheduling Vacations

An employee must request and obtain approval from the Chief of Police prior to taking vacation leave, which shall be determined with due regard for the wishes of the employee and particular regard for the needs of service. If the requirements of the service are such that an employee must defer all or part of his/her annual vacation in a particular calendar year, the Chief of Police and the City Manager may permit the employee to take such deferred vacation during the following calendar year. Vacation leave may be used only as it is earned. Requests for vacation leave exceeding the amount of accrued vacation leave hours will require the prior approval of the City Manager.

E. Annual Vacation Payoff

Employees may receive pay for up to 32 hours of vacation time during the calendar year provided they have used a minimum of 80 vacation hours during the previous calendar year. Employees not using a minimum of 80 hours of vacation during the previous calendar year may receive vacation payoff if such payoff is recommended by the Police Chief and approved by the City Manager.

F. Vacation Payoff Upon Termination

Employees who terminate employment shall be paid in a lump sum for all accumulated vacation leave time at their current rate of pay in effect upon termination.

When separation is caused by the death of an employee, payment shall be made to the estate of the employee, or as otherwise required by applicable law.

5. Sick Leave**A. Accrual and Use of Sick Leave**

Sick leave with pay shall be accrued at the rate of eight (8) hours for each full calendar month of service. Accumulation shall be unlimited.

Employees may use accrued paid sick leave in a 12-month period for the following reasons: (1) the employee's own diagnosis, care, treatment or preventative care of an existing health condition or disability; (2) the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including the employee's spouse, registered domestic partner, child, parent, parent-in-law, grandparent, grandchild or sibling; (3) to obtain relief as a victim of domestic violence pursuant applicable law; (4) a prescheduled doctor, dental or optometry appointment which has been approved by the Police Chief.

No employee shall use more than a total of 48 hours of sick leave in a 12-month period for the purposes of (2) and (3) annually.

B. Proof of Illness

Employees absent from duty due to illness for more than three (3) work days (not including statutory protected leave) may be required to furnish a certificate and/or statement from their physician verifying the need for such absence and the estimated time necessary for recovery. Proof of violation of sick leave privileges may result in disciplinary action and/or loss of pay when in the opinion of the Chief of Police the employee has abused such privileges.

Prior to resuming their duties, employees may be required to submit a certificate and/or statement from their physician certifying their apparent fitness for duty.

C. Notification

An employee's need for absence from duty due to personal or family illness shall be reported to his/her immediate supervisor or on duty watch commander as soon as practical after the employee is aware that he/she cannot report to duty and is able to give such notice, generally, no later than two hours prior to the beginning of the employee's assigned shift. Extenuating circumstances may prevent an employee from meeting the two hour minimum notification. Employees may be asked to verify extenuating circumstances consistent with the provisions of this agreement.

D. Annual Sick Leave Payoff

An employee shall be allowed to accumulate sick leave from year to year. In December, upon the written request of the employee, the City shall compensate the employee for either: (1) up to 25% of his/her current year's unused sick leave, or (2) up to 24 hours of accumulated sick leave provided that a minimum of 480 hours remains in the employee's account.

E. Regular Service Retirement Sick Leave Options

Upon a regular service retirement as defined by the California Public Employees Retirement System, an employee may receive compensation for accumulated sick leave under either of the following two options:

(1) a lump sum payment of 25% of the first 720 hours of accumulated sick leave and 50% of the hours between 720 and 1,040. There will be no compensation for any hours in excess of 1,040 under this option. Said sum shall be based on the salary rate being paid at the time of the employee's service retirement.

(2) an exchange of all accumulated sick leave for service credit time in the Public Employees Retirement System

An employee must choose option 1 or 2. An employee will not be allowed to do both.

F. Disability Retirement Sick Leave

Upon disability retirement, whether industrial or non-industrial, an employee shall not be entitled to receive any compensation for accumulated sick leave pursuant to Government Code section 21163. Sick leave may be used prior to the effective date of a non-industrial retirement.

G. Other Separation

Upon separation not due to retirement, compensation for accumulated sick leave shall be paid only if and to the extent provided for in the City's applicable Personnel Rules. An employee that is rehired within one year of separation from the City shall have previously accrued, unused and available paid sick leave reinstated, subject to the use and accrual limitations set forth in this MOU.

6. Bereavement Leave

Whenever an employee is compelled to be absent from duty by reason of death or critical illness (where death appears imminent) of members of the employee's immediate family (father, mother, brother, sister, spouse, registered domestic partner, children, mother-in-law, father-in-law, grandmother, grandfather, or grandchildren) he/she shall be entitled to a leave of absence with pay for a period not to exceed 48 working hours per calendar year. Where such death or critical illness has occurred, the employee shall furnish satisfactory evidence of such death or illness to the Chief of Police. Such leave of absence shall not be allowed in any case where in the preceding 6 calendar months, a leave on the grounds of critical illness of that same relative has been granted.

Bereavement leave shall not be charged against sick leave.

7. Temporary Disability Leave (Non-industrial)

Upon submission of a certificate from a licensed physician indicating that an employee shall be placed on temporary disability leave, the employee shall be entitled to such leave. The employee utilizing temporary disability leave may utilize accumulated sick leave, vacation leave, and compensatory time off to provide for full salary maintenance. When all accumulated sick leave, vacation leave and compensatory time off are exhausted, the remainder of the absence will be on the basis of leave without pay. If leave without pay is utilized, no accruals of sick leave, vacation leave, or other benefits will be credited to the employee during that absence; provided, however, an employee on leave pursuant to the Family Medical Leave Act or the California Family Rights Act shall be entitled to continue to receive health insurance premium payments required by the FMLA or CFRA.

City shall provide employee pregnancy leaves for eligible employees as required by state and federal law.

8. Labor Code Section 4850 Pay

If an employee is injured on the job to such an extent that disability leave is necessary, the employee's salary shall be continued in accordance with the provisions of California Labor Code Section 4850.

9. Parental Leave

City shall provide employee parental leaves for eligible employees as required by state and federal law.

The City Manager shall grant an employee's request for a leave of absence without pay for the purposes of pregnancy, childbirth, or the recovery therefrom, for a period not to exceed seven months, or as required by law. When the employee has notified the City Manager as to the period of the leave of absence required, the employee must receive City Manager approval prior to extending parental leave.

The City Manager shall grant the request of an employee for a leave of absence without pay for a period not to exceed six months to care for his/her newborn child. When the employee has notified the City Manager as to the period of the leave of absence required, the employee must receive City Manager approval prior to extending parental leave.

The City Manager may grant an employee's request for a leave of absence without pay to care for a newly adopted child for a period not to exceed 6 months. The employee shall provide documentation to support the request for adoption leave. When the employee has notified the City Manager as to the period of the leave of absence required, any change in the length of the period of leave shall not be effective unless approved by the City Manager.

An employee shall not accrue sick leave, vacation leave, or other benefits while he/she is on a leave of absence without pay pursuant to this sub-section; provided, however, an employee on leave pursuant to the Family Medical Leave Act, California Family Rights Act or Pregnancy Disability Leave law shall continue to receive health insurance premium payments required by the FMLA CFRA or Pregnancy Disability Leave law. The employee shall not forfeit any of the benefits or seniority accrued prior to the commencement of the Parental Leave.

10. Military Leave

Military leave with pay shall be granted in accordance with provisions of the Uniformed Services Employment and Re-employment Rights Act (USERRA) and the Military and Veterans Code of the State. An employee entitled to military leave shall give the Chief of Police an opportunity within the limits of the applicable regulations to determine when such leave shall be taken. Prior to taking military leave, an employee shall present a copy of his/her military orders to the Chief of Police. The Chief of Police shall advise the

Personnel Officer of such military orders immediately. Sick leave and vacation leave will accrue to the employee during the period he/she is on military leave.

11. Jury Duty

When called to jury duty, an employee, having provided at least five working days written notice, shall be entitled to his/her regular compensation provided that said employee deposits his/her compensation fees for jury service with the Finance Officer. Employees released early from jury duty shall report to their supervisor for the duration of their shift. Employees shall be entitled to keep mileage reimbursement pay while on jury duty. Salary continuance shall be limited to 40 working hours. Jury duty in excess of 40 hours will not be compensated by the City.

12. Leave of Absence Without Pay

Upon the recommendation of the Chief of Police, any employee may be granted a leave of absence without pay of less than 90 days with the approval of the City Manager. A request for an extension exceeding 90 days must be approved by the City Manager.

A. Authorization Procedure

Requests for leave of absence without pay shall be made upon forms prescribed by the City Manager. The employee shall state the reason for the request, the date when the absence is to begin, and the probable date of return. Upon written recommendation of the Chief of Police that it be granted, modified or denied, the request shall be transmitted to the City Manager for Approval.

B. Length of Leave and Extension

A leave of absence without pay may be made for a period not to exceed 6 months. Conditions for granting an extension of up to 6 months shall be the same as that in granting the original leave, provided that the extension request is made at least 14 calendar days prior to the expiration of the original leave.

C. Return from Leave

When an employee intends to return from an authorized leave of absence without pay, he/she shall contact the Chief of Police at least 14 calendar days prior to the day he/she plans to return. The Chief of Police shall promptly notify the City Manager of the employee's intention.

D. Leave Without Pay - Insurance Payments

An employee on leave without pay may continue his/her City insurance benefits (medical, vision, dental and life) by reimbursing the City for the cost of insurance on a monthly basis during the period of the leave. Failure to reimburse the City for such benefits during the

term of the leave of absence will result in the employee's coverage terminating on the first day of the following month in which the last payment was received.

E. Leave Without Pay - Other Benefits

An employee shall not accrue sick leave, vacation leave, or other benefits, including seniority, while he/she is on a leave of absence without pay pursuant to this sub-section. The employee shall not forfeit any of the benefits or seniority accrued prior to the commencement of the leave without pay.

13. Holidays

A. Authorized Holidays

Employees shall be entitled to the following holidays with pay each calendar year as well as other such days as may be designated by action of the City Council:

- *January 1 (New Years Day)*
- *The third Monday in January (Martin Luther King Jr. Day)*
- *The third Monday in February (President's Day)*
- *The last Monday in May (Memorial Day)*
- *July 4 (Independence Day)*
- *The first Monday in September (Labor Day)*
- *November 11 (Veterans Day)*
- *The fourth Thursday in November (Thanksgiving Day)*
- *The fourth Friday in November (day after Thanksgiving Day)*
- *December 24 (day before Christmas)*
- *December 25 (Christmas)*
- *20 hours of floating holiday time to be used by the employee with Chief of Police approval during the calendar year (January 1 – December 31).*

Any floating holiday hours not used during the calendar year will be lost with no compensation. Employees shall annually receive 20 floating holiday hours at the beginning of the payroll year intended for (but not restricted solely for) the use of "backfilling" hours to complete a full shift on required training days of less than the employee's full shift (typically an 8-hour training day).

All regular holidays for the fiscal year shall be paid at eight (8) hours straight time in one lump sum with the first pay period in June each year. Employees who have not worked the entire fiscal year will have this payment pro-rated.

B. Floating Holidays for New Employees

Employees hired during a calendar year shall receive the following credit for floating holidays:

Date of Hire	Credit (Hours)
January 1 – March 31	20
April 1 – June 30	15
July 1 – September 30	10
After September 30	0

Any floating holiday hours not used during the calendar year will be lost with no compensation.

14. Hours of Work

A. Employees shall have a work schedule with specific hours to be worked as prescribed by the Chief of Police with the approval of the City Manager.

B. The City Manager may change an employee's work schedule, or hours at any time to meet the requirements of the City.

C. Time Change

- During Daylight Savings Time change (Spring Forward) employees shall be paid for the actual number of hours worked, regardless of the hour indicated on the clock. It shall be the employee's discretion to extend his/her shift or use accumulated time off to make up for the missing hour.
- During Pacific Standard Time change (Fall back) employees shall be paid for the actual number of hours worked, regardless of the hour indicated on the clock. When applicable, employees shall receive paid overtime or compensatory time off.

15. Attendance

Employees shall be in attendance at their work station in accordance with the rules regarding hours of work, holidays, and leaves. All departments shall keep daily attendance records of employees, which shall be reported to the Director of Administrative Services on a City-approved form and on the dates specified.

Failure on the part of an employee, who is absent without authorization or permission, to return to duty within 24 hours after a due notice to return to duty has been issued through a registered letter, shall constitute resignation from City service by the employee.

16. Overtime

It is the policy of the City of Los Alamitos to avoid the necessity for overtime work whenever possible. In cases of emergency or whenever public interest or necessity requires, any employee may be directed by proper authority to perform overtime work. Employees must obtain approval from their supervisors prior to working any overtime; an employee's failure to do so may subject him or her to disciplinary action, up to and including termination from employment.

A. Work Period

Employees shall be paid at the rate of one and a half times their hourly rate for all hours worked in excess of 160 during the normal 28-day work period.

B. Compensatory Time

At the discretion of the employee, any overtime may be either compensated through payment or accumulation of compensatory time off. The maximum accumulation of compensatory time shall be 200 hours. Should an employee desire to take compensatory time off, he/she shall file a written request with the Chief of Police, who shall grant the request off unless it interferes with normal operational staffing of the Department. Compensatory time accrual shall be limited to a maximum of 8 hours per 28-day work period. All overtime in excess of 8 hours per 28-day work period shall be automatically paid to the employee.

Upon termination of the employee, all compensatory time shall be paid off at the salary rate in effect.

C. Training Time

Attendance at training schools/facilities which improves the performance of regular tasks and/or prepares the employee for job advancement is not compensable for hours in excess of regularly scheduled department approved training time. Any time spent in excess of regularly scheduled department approved training time will not be counted as working time and is not compensable in any manner whatsoever. Time spent in studying and other personal pursuits are not compensable hours of work even though the employee may be confined to campus or barracks 24 hours a day.

Travel time to and from a training facility outside the employee's normal work shift is not compensable hours of work. Mandatory training as required by the Department is compensable for actual time spent in training.

All employees who attend training may return to their regular work location and work the remainder of their shift upon supervisor approval. Alternatively, the employee may choose to use available floating holiday, vacation or compensatory time hours for the remainder of the work shift with prior written request to the Chief of Police. An employee who attends

Effective January 30, 2022, department approved training which is scheduled to last for eight (8) or more hours will be deemed to have worked their full work day.

D. City Vehicle Use

Employees who are provided with a City vehicle to travel to and from work shall not be compensated in any manner whatsoever for such travel time.

This provision also applies to those situations where the radio must be left on and monitored.

17. On Call Court Pay

If an employee is required to remain on-call for a court case on any day when he/she is not on duty, he/she shall be compensated for two hours at the overtime rate (one and a half times) per session (morning and afternoon). At the discretion of the employee, this compensation may be taken as payment or accumulated as compensatory time off. Employees are not eligible for this compensation if they are taken off on-call status and notified before 12:00 p.m. the day before they are scheduled to appear in court.

An employee called into court while on-call, as described above, shall receive a minimum of 4 hours pay, compensated at the overtime rate, in lieu of any on-call pay described in the above paragraph. At the discretion of the employee, this compensation may be taken as payment or accumulated as compensatory time off.

If an employee goes to court in the afternoon prior to the start of his/her shift, he/she shall receive four hours of court time as described in the above paragraph. If an employee is required to go to court after his/her shift, that will be considered an extension of the shift and the officer will be paid the overtime rate for the amount of time spent in court and returning to the station, if applicable.

The procedure for administering the on-call program shall be determined by the Chief of Police.

18. Call Back Pay

Call back duty occurs when an employee is unexpectedly ordered by the Department to return to duty following the termination of his/her normal work shift because of unanticipated work requirements. Call back does not occur when an employee is held over from his/her prior shift or is working prior to his/her regularly scheduled shift. An employee called back to duty shall be paid a minimum of 4 hours compensation at the overtime rate commencing when he/she reports for duty. Any hours worked in excess of 4 hours shall be compensated at the overtime rate.

19. Special Assignment Pay

A. Motor Officer, Detective, SRO, and SWAT

The City will pay Motor Officers special assignment pay equal to five percent (5%) above their individual base pay. The City will pay Motor Officers, Detectives, School Resource Officers, and Officers assigned to SWAT (including CNT) a special assignment pay equal to five percent (5%) above their individual base salary, as shown in Exhibit A. The effective date for officers assigned to SWAT (including CNT) to receive special assignment pay is January 30, 2022.

B. Temporary Fill-in Patrol Assignments

Employees who are assigned to special assignments, working a 4-10 schedule, and who are temporarily assigned to fill patrol requirements in lieu of their regular work assignments will have the option of overtime compensated through payment or accumulation of compensatory time off, for any hours worked over their regular 10-hour day during the temporary fill-in patrol assignment, if both of the following conditions are met:

1. The temporary fill-in patrol assignment results in a scheduled work assignment that is less than 40 hours in the workweek; and
2. The temporary fill-in patrol assignment does not last long enough for the employee to work the regularly assigned extra day shift for that 28-day work period; and

School Resource Officers (SRO) are not eligible for the overtime provided for temporary fill-in assignments when they are assigned to work patrol while school is on break.

C. Special Skills

The City will pay special skills pay in the amount of 2.5% of base salary to each employee who completes three years in a special assignment or as a SWAT member. The effective date for officers assigned to SWAT to be eligible for special skills pay after three years is January 30, 2022.

Notwithstanding the foregoing, if, in order to accommodate the needs of the Department (e.g., such as departmental scheduling requirements), an employee is removed from special assignment duty after completing at least 2.5 years, then the employee will nonetheless receive such special skills pay. If an employee voluntarily leaves a special assignment prior to completing three years, then such employee will not be eligible to receive special skills pay.

20. Pay for Work in a Higher Classification

Corporals temporarily assigned to fill vacant sergeant positions shall be paid at the applicable pay step within the sergeant salary range that is at least 5% higher than the corporal's current rate of pay. This pay for work in a higher classification shall not become effective until after the corporal has worked in the sergeant classification for 30 consecutive calendar days (however many consecutive shifts are worked over 30 calendar days).

21. Monthly Insurance Contribution

The City shall contribute up to \$1294 per month toward the payment of premiums for eligible employees and dependents under the existing health, dental, and optical insurance programs. Any contribution necessary to maintain benefits under any insurance program in excess of the City's monthly contribution shall be borne entirely by the employee.

Effective February 1, 2022, the City shall contribute a monthly allowance toward the payment of premiums as follows:

	Employee Only	Employee +1	Family
February 1, 2022	\$1294	\$1419	\$1469
January 1, 2023	\$1294	\$1419	\$1469
January 1, 2024	\$1319	\$1419	\$1469

A. Medical opt-out

Any employee who can certify that he/she is insured under another health plan, which has equal or better coverage than the City's plan, may elect to receive \$500.00 per month in lieu of participation in the City's health program. Any employee who can certify that he/she is also insured under other dental and vision plans having equal or better coverage than the City's plans, may elect to receive an additional \$200.00 per month in lieu of participation in the City's dental and vision programs, for a total of \$700.00 per month of compensation in lieu of health, dental and vision insurance plan participation.

22. Optical Plan

The City agrees to make available an optical plan to employees and dependents. Participation in this plan shall be at the option of the employee. Employees electing to participate in this plan may apply excess funds from the City's medical insurance contribution towards the premium payment of the optical plan. Any additional cost in excess of the City's medical contribution shall be borne by the employee.

23. Term Life Insurance

After an employee has worked for 60 days on the City's payroll, the City will provide that employee with term life insurance and accidental life and dismemberment policies. The amount of coverage will be based on one and one-half times the annual salary up to a maximum of \$75,000 of coverage.

24. Physical Examination

The City agrees to pay a licensed physician/clinic selected by the City a fee not to exceed \$370 for a physical examination. The City will pay for this physical examination according to the following schedule:

Age	Frequency
Up to 30	Once every 4 years
30-39	Once every 3 years
40-49	Once every 2 years
50 and >	Once per year

Prior to undergoing a physical examination, the employee must make a written request to the City Manager for approval of payment.

25. Retirees' Medical Insurance

The City shall contribute to the premium cost for each employee and his/her spouse (or registered domestic partner) upon a regular service retirement as defined by Public Employees Retirement System law.

For employees hired before January 1, 1995, the insurance received for 10 years of service with the City, with a regular service retirement, shall be equal to and subject to the same conditions and plans provided to the active bargaining unit employees. City paid employee or spousal coverage shall continue while either the employee or spouse (or registered domestic partner) is alive, but shall terminate when the employee or spouse (or registered domestic partner) becomes eligible for Medicare, MediCal, or other public supported health insurance; or when coverage has been for a period equal to the number of years of the employee's service to the City.

For employees hired on or after January 1, 1995, the following schedule shall apply for those employees retiring with a regular service retirement:

Years of service with the City of Los Alamitos	% of active employee benefit
10	50
11	55
12	60
13	65

14		70
15		75
16		80
17		85
18		90
19		95
20 or >		100

The City paid employee or spousal coverage shall continue while either the employee or spouse (or registered domestic partner) is alive, but shall terminate when the employee or spouse (or registered domestic partner) becomes eligible for Medicare, MediCal, or other public supported health insurance; or when coverage has been for a period equal to the number of years of the employee's service to the City.

Employees retiring under a regular service retirement shall be allowed to participate in the City's dental and life insurance policies at their expense. Failure to reimburse the City within 30 days will result in the termination of this coverage.

Employees retiring under a disability retirement, whether industrial or non-industrial, shall:

A. Not be allowed to participate in the City's dental and life insurance policies; but shall be entitled to

B. The amount the City is contractually obligated by the Public Employees' Retirement System to pay to retirees.

26. Deferred Compensation

Members may take loans, including mortgage loans, against their deferred compensation balances to the extent allowed by law. It shall be the sole responsibility of the individual member to understand the potential tax ramifications associated with such a loan. The City will execute paperwork with the Deferred Compensation carriers to ensure that it will no longer be a requirement to obtain prior approval from the City before obtaining such a loan.

27. Education Reimbursement

All bargaining unit employees are eligible for reimbursement by the City for textbooks, tuition and fees in connection with educational endeavors. Tuition reimbursement shall not exceed four thousand dollars (\$4,000.00) per fiscal year for undergraduate college studies, or three thousand dollars (\$3,000.00) for post-graduate studies per fiscal year. Only those courses which have a bearing on the employee's position with the City will be considered by the City Manager for reimbursement. The City shall reimburse the employee for 100% of the rental cost of the textbook if the employee rents the textbook; or 25% of the purchase price of the textbook if the employee purchases the textbook.

In order to be reimbursed, an employee must submit a request for reimbursement to the City Manager via the Chief of Police, for final approval. The request must be in writing and include the name of the school, the course title and the costs of enrollment and textbooks, and the reasons why the course is beneficial to the employee and City. The request will then be forwarded to the City Manager for final approval.

The employee will pay for all costs for the approved course. In order to be reimbursed, an employee must submit proof of successful completion of the course. In graded courses, a letter grade of C or better is required; in a pass/fail course, a pass is required; and in a credit/no credit course, a credit is required.

An employee must also submit receipts for tuition and textbook expenses. These will then be processed through the Finance Department.

Each employee shall be limited to no more than four (4) reimbursements per fiscal year.

Employees who utilize the City's Tuition/Education/Textbooks Reimbursement program understand if they leave the City within 5 years of a reimbursement, they will be required to repay the tuition costs based on the following schedule: 100% within the first year of receiving that reimbursement;; 80% within the second year; 60% within the third year; 40% within the fourth year; 20% within the fifth year. This schedule shall apply to those reimbursements received after this MOU has been ratified by both parties. If an employee separates from employment due to injury (industrial or non-industrial) or retirement, he/she will be exempt from repayment.

28. Educational Incentive

Effective January 30, 2022, employees can earn educational incentive bonus pay at the following rate:

POST Intermediate Certificate	\$110.00 per month
POST Advanced Certificate	\$200.00 per month
A.A. Degree	\$150.00 per month
B.A./B.S. Degree	5% per month
Masters Degree	7% per month

An employee may not earn educational incentive pay for both a degree and a POST certificate, but shall be entitled to the greater of the two. For example, an employee with a B.A./B.S. Degree and an Advanced POST CERTIFICATE would receive a total Educational Incentive payment of 5% of their base pay per month.

29. Retention-Performance Bonus

Effective January 30, 2022, upon completion of ten (10) years of sworn law enforcement service, including at least five (5) years of service at Los Alamitos Police Department, an employee will be eligible to receive a \$5,000 retention-performance bonus for each evaluation thereafter where he/she earns at least a meets expectations (or equivalent)

rating on his/her performance evaluation. The parties understand that this retention-performance bonus is not PERSable and will not be reported as pensionable compensation.

30. Uniform Allowance

A. Description

Effective January 1, 2019, every member of the Association who has completed 12 months of service to the Department will receive one thousand dollars (\$1,000.00) annually for the purchase or maintenance of uniforms and patrol duty gear approved by the Department. New members of the Association will receive one thousand dollars (\$1,000.00) upon hire for purchase of uniforms and patrol duty gear approved by the Department and will be eligible for the annual disbursement every January, following 12 months of service. Employees completing their 12 months of service after January 1st shall have their uniform allowance pro-rated to the first whole month of work. (ex. 12 month completed Feb 5th, officer receives pro-rated payment of 10 months) Payment of this annual allowance shall be made through the City's payroll register the first full pay period of January each calendar year.

1. It is the mutual intent of the parties that this allowance shall be utilized solely for the purpose of purchasing, replacing, repairing, and maintaining patrol duty gear, uniforms, and clothing worn in the line of duty. The City will continue to replace or repair patrol duty gear, uniforms, and clothing damaged in the line of duty including safety equipment required by state law, City resolution or ordinance, or by order of the Chief of Police.

(a) All replaced uniforms and patrol duty gear must be turned in to the Operations Captain or designee upon receipt of the replacement uniform or patrol duty gear.

3. PERS Reporting of Uniform Allowance - The City shall report to the California Public Employees' Retirement System (CalPERS) the uniform allowance for each sworn officer as special compensation in accordance with Title 2, California Code of Regulation, Section 571(a)(5). Notwithstanding the previous sentence, for "new members" as defined by the Public Employees' Pension Reform Act of 2013, the uniform allowance will not be reported as compensation earnable to CalPERS.

B. Equipment

The Department will continue to provide ballistic vests for each officer, and equipment approved by the Department for Special Assignments.

1. Motorcycle Assignment

Motorcycle officers shall receive one pair of protective riding pants and one protective riding jacket at the time of assignment. After initial issue, replacement riding pants and jacket may be issued on the recommendation of the Operations Captain with approval of the Chief of Police.

All Motorcycle Assignment protective uniforms and equipment must be turned in upon completion of the assignment or when the replacements are received.

2. SWAT Assignment

SWAT officers shall receive (1) Uniform Shirt and (1) Uniform Pants at the time of assignment. After initial issue, replacement SWAT shirt and pants may be issued on the recommendation of the Operations Captain with approval of the Chief of Police.

All SWAT uniforms and equipment must be turned in upon completion of the assignment or when the replacements are received.

31. Field Training Officer Pay

Effective January 30, 2022, employees assigned to serve as Field Training Officers by the Chief of Police shall receive additional compensation of \$1.75 per hour while they are performing said assignment.

32. Bilingual Pay

Effective January 30, 2022, and upon written designation by the City Manager, and based on the needs of each Department, bargaining unit employees shall receive additional monthly compensation after providing the City with evidence deemed appropriate by the City of ability to provide competent oral and/or written translation services for a second language.

An employee demonstrating both oral and written bilingual competency through means of City examination in a language approved by the City as a business necessity shall receive \$50 per month. An employee who demonstrates bilingual competency in more than one language shall only receive \$50 per month.

Bilingual compensation shall be available to those employees whose duties include enforcement, public counter or reception responsibilities, or as otherwise determined by the City to be a business necessity. Requests for bilingual compensation shall be considered and approved at the discretion of the City Manager. Approvals shall be commensurate with the needs of the respective City Department. If more than one employee is eligible for bilingual compensation beyond the needs of the City and/or Department, the employee with the highest score on the examination shall receive the bilingual pay.

Any employee receiving this bilingual compensation shall perform those bilingual related translation duties as required by any City supervisor. Should an employee receiving this bilingual compensation fail to perform those bilingual related translation duties as required by any City supervisor, then the employee is subject not only to disciplinary action, but said employee shall also be subject to elimination of his/her bilingual compensation pay.

33. Retirement

Retirement benefits are provided for Safety personnel under the 3% at 50 Plan of the Public Employees Retirement System and the Level 4 of the 1959 Survivor Benefit. The City shall pay the employer share of the CalPERS retirement contribution as actuarially determined by CalPERS for each fiscal year covered by the Agreement for the 3% at 50 retirement benefit level.

“New” members of PERS shall be placed in the 2.7@57 retirement tier. They shall pay the statutorily required contribution rate as defined in California Government Code Section 7522.30 (PEPRA) and determined by PERS. This rate shall be one half (1/2) of the normal cost of the benefit. “New” members are defined in California Government Code Section 7522.04 (PEPRA). “Legacy” members shall be those members not deemed to be “new” members.

“Legacy” members pay 100% of the mandated CalPERS member contribution, which is 9% of compensation.

At no time during this agreement will the employee be responsible for any part of the City’s contribution to the Public Employees Retirement System. Commencing January 1, 2018 for “legacy” members, and January 1, 2013 for “new” members, at no time will the employer be responsible for paying any part of the employee contribution to the Public Employees Retirement System.

Employees qualify for minimum retirement benefits after five years of service and 50 years of age. Retirement benefits for legacy members of PERS will be based on the highest twelve months of pensionable compensation as well as employee’s age and length of service. Retirement benefits for “new” members of PERS will be based on the highest 36 consecutive month’s pensionable compensation as well as the employee’s age and length of service.

34. Industrial Disability Retirement

Upon an Industrial disability retirement, resulting directly from a physical injury suffered while on duty, a sworn employee shall receive a monthly payment directly from the City in accordance with the following provisions:

- A. The amount of the monthly payment will be determined based upon the employee’s age on the *effective* date of the industrial disability retirement.

- B.** The monthly payments shall cease upon the occurrence of the earliest of the following events: (1) cancellation of the retiree's industrial disability retirements; (2) the retiree becoming 65 years old; or (3) the death of the retiree.
- C.** The City shall provide a cost-of-living increase in the monthly payments on January 1 of each year, beginning with January 1 2002, equal to the annual percentage increase in the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index, Subgroup "all items", 1982-84=100 for All Urban Consumers (CPI-U) Los Angeles-Riverside-Orange County California during the year if the annual percentage increase is less than or equal to 5%. If the annual percentage increase is greater than 5%, the cost-of-living increase in the monthly payments shall be 5%. The annual percentage increase shall be calculated using the October to October indexes.
- D.** Effective January 1, 2001, the monthly payments shall be as follows:

Under 30 years of age	\$ 100
30-39 years of age	\$ 150
40-49 years of age	\$ 200
50-54 years of age	\$ 250
55 years of age and over	\$ 300

- E.** The monthly payments shall only be made for industrial disability retirements which are granted after December 31, 2000.

35. Mileage Reimbursement

Those employees utilizing their own vehicle for City business shall not be reimbursed.

36. Grievance Procedure

The purpose of this grievance procedure is to provide employees covered by the agreement the broadest possible opportunity to resolve work related problems through an effective administrative procedure. The Association and the City recognize a mutual obligation to faithfully uphold the spirit and purpose of the grievance procedure.

A. Policy

1. Employees have the right to use this grievance procedure without fear of reprisal. No negative employment action will be taken against any employee as a result of the use of this grievance procedure.

2. Employees may represent themselves or select whomever they wish to represent them at any or all steps in the grievance procedure.
 - a. The employee may utilize the assistance of a P.O.A. representative in the investigation, preparation, and presentation of a written grievance.
 - b. Employees may have no more than one City employee and one non-City employee as representatives for grievance hearings.
 - c. Notwithstanding any other provision of this agreement, an employee may not select a supervisor in the direct chain of command, as a representative, except that a supervisor may select another supervisor as a representative.
3. Grievances may be initiated by the employee, or by a formally recognized employee organization, on the employee's behalf or by the recognized employee organization for this unit on its own behalf.
4. The grievant's first contact regarding job and working conditions is with the immediate supervisor and supervisors shall attempt to settle grievances informally at this level.
5. A grievance will normally be presented and processed on City time, and a grievant attending a grievance meeting in his/her own behalf on City time will not lose pay. In scheduling the time, place and duration of any grievance meeting, the grievant and Management will give due consideration to all the participant's responsibilities in the essential operations of the department. Management has the unequivocal right to schedule hearings as convenient. Hearings may or may not be held during an employee's normal shift. No overtime pay will be given to the grievant, if the meeting is held during their normal work hours. Representatives, witnesses, or other participants will receive compensation, including overtime pay where applicable, if ordered to be present by the appointing authority, during normal hours off.
6. Waivers and Time Limits.
 - a. Failure by Management to reply to the grievance within the time limits specified automatically processes the grievance to the next level.
 - b. Any level of review, or any time limits established in this procedure, may be waived or extended for good cause and only by mutual agreement confirmed in writing.
 - c. If grievant fails to appeal from one level to the next level, within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
 - d. By mutual agreement, the grievance may revert to a prior level for reconsideration.
 - e. If a grievant fails to appear for a scheduled grievance meeting, such failure without excuse approved by the appointing authority shall entitle Management to decide on the grievance without the presence of the

grievant, or the schedule of another meeting at the level (in which case the time requirements for hearing and decision are automatically waived). Failure to appear at two meetings on the same grievance without an approved excuse automatically terminates that grievance and it is deemed denied. The grievance shall then not be subject to further appeal or reconsideration.

- f. When a grievant is on approved leave, the time limits established in this procedure shall be suspended for the period of the leave.
 - g. No grievance shall be finally dismissed for an unexcused failure to appear at a scheduled hearing unless the grievant had been given 24 hours notice of the hearing.
7. The grievant shall pursue all claims of violation of this MOU through the grievance procedure. The grievant will not resort to other remedies until all steps of the grievance procedure have been exhausted. If the grievant reasonably feels that an employee has suffered immediate and irreparable harm, the grievant may directly contact the City Manager's Office to seek a resolution prior to pursuing remedies outside of the City. Such contact will be considered to have exhausted the grievance procedure in these cases.

B. Definitions

- 1. A grievance is a claim or charge of misunderstanding, or difference in interpretation of the Personnel Manual, this Memorandum of Understanding, or management policy or regulations including but not limited to Administrative and Departmental Regulations, which affect wages, hours or other terms and conditions of employment.
- 2. Actions which are not grievable shall not preclude employees or their representatives from consulting with Management about the practical consequences such actions may have on wages, hours, and other terms and conditions of employment. In addition, actions covered by another appeals process as described in the Personnel Manual, or this Memorandum are not grievable and shall not be processed through this grievance procedure.
- 3. If the grievance system is abused by an unreasonable number of submittals by one individual or group obviously designed to thwart orderly processing or if the grievances are patently irrelevant, or incomprehensible, they shall be rejected as "non-grievable" and returned to the grievant.

C. Procedures

1. General

- a. Management of the department has the responsibility to inform the grievant of any limitation of a given level of Management's authority to fully resolve the grievance. In this regard, Management shall:
 - i. Supply the grievant with the necessary information to process the grievance to the proper agency or authority.

- ii. Advise the grievant when any matter under submission is determined by Management as not grievable according to the definitions in Section B above. The “grievance” paperwork submitted by the grievant shall be returned to the grievant along with a memorandum explaining why the matter is not grievable and what alternative procedures, if any, the grievant may follow to process his/her complaint.
- b. When a group of identical grievances develop, only one grievance form shall be submitted. The grievants may select not more than two (2) spokespersons who thereafter will be their representative “grievants.” The acceptance of the decision by the spokespersons at any step (or final decision if the grievance moves to the fifth step) will be binding on all parties.
- c. A grievance shall be recognized if it is brought to the attention of the immediate supervisor either formally or informally within twenty one (21) calendar days of the incident’s occurrence.
- d. If the grievance is between the employee and the immediate supervisor, or where an upper level supervisor has made a decision on the subject of the dispute, the initial step may be to the level above the level making the decision. The upper level supervisor shall have the discretion to remand the grievance to a lower level supervisor as the initial grievance step. Such remand shall be in writing.
- e. To be recognized, a grievance must state the nature of the problem and remedy sought by the grievant. In the event that the grievance is rejected for failure to clearly identify the problem or remedy, it may be amended by the grievant or P.O.A.

2. Steps

Step 1: At the grievant’s sole option, grievances may be presented to the supervisor either orally or in writing. If the complaint is presented orally, the procedure is informal and may be settled by an oral answer given within fourteen (14) calendar days. If the grievance is presented in writing, the procedure is formal and the answer must be given in writing within fourteen (14) calendar days after submission. The written grievance must be clearly and precisely detailed including the specific grounds for the grievance, a listing of MOU articles or other City procedures that were allegedly violated, and the remedies sought. Grievances that fail to meet these requirements shall not be disqualified, but shall be returned to the grievant for compliance with the foregoing requirements. In such cases, the written answer must be given within fourteen (14) calendar days after resubmission of the grievance.

Step 2: If the problem cannot be solved at Step 1, the grievant may present the complaint in writing to the second level supervisor (if not done at Step 1) within fourteen (14) calendar days. Within twenty-one (21)

calendar days of the receipt of the grievance, a hearing shall be held and the Management representative shall give a written decision to the grievant.

Step 3: If the problem cannot be solved in Step 2, the grievant may present the grievance to the Chief of Police within fourteen (14) calendar days. Within twenty-one (21) calendar days of the receipt of the grievance, a hearing shall be held and Chief of Police shall give a written decision to the grievant.

Step 4: *Final resolution of Grievance:* If the grievance is still in dispute after Step 4, the grievant may request a further hearing, which at the discretion of the Management team will take place before the City Manager or his designee, by submitting the grievance within fourteen (14) calendar days. Within forty-five (45) calendar days of receipt of the appeal from Step 3, a hearing shall be held and the City Manager shall give a written decision to the grievant. If the City Manager's office does not render a decision within forty-five (45) calendar days of receipt of the appeal from Step 3, and if there is no waiver of the time limits, the grievance will be decided in favor of the grievant. The grievant may only request a hearing before the Personnel Appeals Commission in matters solely involving the Personnel Manual.

Step 5: The grievant may formally request to continue the grievance, not later than ten (10) days following receipt of the answer at the final step of the grievance procedure (provided it was heard by the City Manager), by serving written notice upon the Management Team. The Management Team will refer the grievance to the City Council for hearing and decision.

37. Peaceful Performance

Apart from, and in addition to, existing legal restrictions on work stoppages, the Association hereby agrees that neither it, nor its officers, agents or representatives shall incite, encourage, or participate in any strike, sympathy strike, walkout, slowdown, speedup, sick-out, or other work stoppage during the life of this Agreement for any cause or dispute whatsoever. In the event of work stoppage or disruption as enumerated above, the Association, its officers, agents, and representatives shall do everything in their power to end or avert the same. Violation hereof will subject the violator to legal and equitable judicial relief.

Any employee engaging in or assisting any work stoppage or disruption as enumerated above, or refusing to perform duly assigned work shall be subject to discipline up to and including termination. The City reserves the right to selectively discipline employees hereunder.

It is understood that violation of this article by the Association will warrant the withdrawal of any rights, privileges or services provided in this Agreement and/or legal action by the City for redress and/or damages.

The inclusion of this article in this contract shall in no way be deemed to stop the City from seeking any form of legal, equitable, or administrative relief to which it may be entitled during the term of this contract.

38. Construction

Nothing contained in this Memorandum of Understanding, or any attachment thereto, is intended to, in any way, modify, interpret, construe, or change existing or future law which may cover the topic. For purposes of the reference, law shall include the Federal and California Constitutions and all relevant Federal and California statutes, and all final appellate court decisions of competent jurisdiction on the issue. References contained herein to matters covered by law are included simply for the purpose of drawing the attention of the parties to legal requirements related to City employees and the government of the City.

39. Full Understanding, Modification, Waiver

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein during the term of this Agreement.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties, hereto, and if required, approved and implemented by the City Council.

The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

40. Savings Clause

This Memorandum of Understanding is subject to all applicable Federal, State, and City laws, ordinances, resolutions, and any lawful rules and regulations enacted by the City Council. If any part or provision of the Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State, or City laws, ordinances, resolutions, or is otherwise held to be invalid or unenforceable by any tribunal of

competent jurisdictions, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby.

DocuSigned by:
Shelley Hasselbrink
AF57F110E7A146D...
Shelley Hasselbrink, Mayor
City of Los Alamitos

DocuSigned by:
Shaun Krogman, President
81DA0AC7E4184B9...
Shaun Krogman, President
Los Alamitos Police Officers Association

Approved as to Form:

Attest:

DocuSigned by:
Michael S. Daudt
D2A022E0EADF418...
Michael S. Daudt, City Attorney

DocuSigned by:
Windmera Quintanar
54BCC26B4CA8409...
Windmera Quintanar, MMC, City Clerk

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Los Alamitos POA MOU 2021-2023

MONTHLY SALARY RANGES

Effective January 30, 2022

2.50% Increase

Classification	Step A	Step B	Step C	Step D	Step E
Officer	6,985	7,332	7,697	8,086	8,488
Corporal	7,520	7,897	8,292	8,707	9,142
Sergeant	8,677	9,110	9,566	10,043	10,546

Effective the first full pay period commencing on or after July 1, 2022

2.50% Increase

Classification	Step A	Step B	Step C	Step D	Step E
Officer	7,160	7,516	7,890	8,289	8,700
Corporal	7,708	8,095	8,500	8,925	9,370
Sergeant	8,894	9,337	9,805	10,294	10,809

Effective the first full pay period commencing on or after July 1, 2023

2.50% Increase

Classification	Step A	Step B	Step C	Step D	Step E
Officer	7,339	7,703	8,088	8,497	8,916
Corporal	7,901	8,297	8,713	9,149	9,604
Sergeant	9,116	9,571	10,050	10,551	11,079

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 21, 2023

ITEM NUMBER: 10G

To: Mayor Tanya Doby & Members of the City Council

Presented By: Emeline Noda, Director of Recreation & Community Services

Subject: Amendment No. 1 with Fireworks and Stage FX America, Inc. for Public Fireworks Display

SUMMARY

This report allows for a change to the contract with Fireworks and Stage FX America, Inc. to reflect July 3 as the date for the City's annual fireworks display.

RECOMMENDATION

Authorize the Mayor to execute Amendment 1 to the Professional Services Agreement with Fireworks and Stage FX America, Inc. to reflect the new event date of July 3.

BACKGROUND

An agreement was entered into between the City of Los Alamitos and Fireworks and Stage FX America, Inc. on April 19, 2021 to provide fireworks displays at the City's 4th of July Fireworks Spectacular Displays through the year 2025. At the November 14, 2022 meeting, Council voted to change the 4th of July Fireworks Spectacular date to July 3 moving forward, resulting in the need to amend the contract to reflect the change.

DISCUSSION

Due to a joint decision between the City and the Joint Forces Training Base to move future 4th of July Fireworks Spectacular events to July 3, a contract amendment is required with the fireworks display vendor. Staff has received confirmation from Fireworks and Stage FX America, Inc. that the change can be accommodated. Amendment 1 will reflect the date change.

FISCAL IMPACT

There is no additional cost to change the event date.

Attachment: 1. Amendment 1 - Fireworks and Stage FX America, Inc (2023)
 2. Professional Services Agreement - Fireworks and Stage FX America, Inc (2020)

AMENDMENT No. 1 TO FIREWORKS DISPLAY AGREEMENT
Fireworks and Stage FX America, Inc.

This Amendment No. 1 to Fireworks Display Agreement (“Amendment”) is made and entered into on this 21 day of February, 2023 by and between the City of Los Alamitos, a California charter city and municipal corporation, (“City”) and, Fireworks and Stage FX America, LLC, a California Corporation, dba Fireworks America (“FA”).

RECITALS

A. City and FA entered that certain Fireworks Display Agreement for firework display services on April 19, 2019 (“Agreement”), which is incorporated herein by this reference.

B. City and FA desire to amend the Agreement to adjust the scheduled date for the fireworks display from July 4 to July 3, subject to the terms and provisions of this Amendment.

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

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

“2 Time and Place

The Display shall take place on July 3rd (“Scheduled Date”), at approximately 9:00 p.m. (“Scheduled Time”), at the Joint Forces Training Base located at 11200 Lexington Avenue, Los Alamitos, CA (“Site”). The Display will be under the direct supervision and control of a lead FA pyrotechnician as set forth in Paragraph 3. It is agreed that FA shall be the exclusive fireworks supplier and producer for the Display contracted for herein. CITY reserves the right to determine the actual start and stop time of the Display.”

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 Parties have executed and entered into this Amendment as of the date first written above.

“City”

City of Los Alamitos

By: _____
Tanya Doby
Mayor

APPROVED AS TO FORM.

ATTEST:

Woodruff, Spradlin & Smart, APC

By: _____
Michael S. Daudt
City Attorney

By: _____
Windmera Quintanar, CMC
City Clerk

“FA”

Fireworks and Stage FX America, LLC

By: _____
Kevin T. Brueckner
President

By: _____
Scott Danielson
General Manager

FIREWORKS DISPLAY AGREEMENT

Fireworks and Stage FX America, Inc.

THIS FIREWORKS DISPLAY AGREEMENT (the "Agreement") is made, entered into, and effective this 1st day of June 2020, by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation ("City"), and FIREWORKS AND STAGE FX AMERICA, LLC., a California limited liability company, dba FIREWORKS AMERICA ("FA").

RECITALS

- A. FA designs, produces, and conducts public fireworks displays; and
- B. City desires to engage FA to design, produce and perform a public fireworks display on July 4, 2020, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, both parties hereto do mutually agree as follows.

AGREEMENT

1. Engagement. City hereby engages FA to provide to City one public fireworks display ("Display"), and FA accepts such engagement upon all of the promises, terms and conditions hereinafter set forth.

1.1 FA Duties. FA shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by City) relating to the Display, and insurance covering the Display. Subject to Paragraph 18, FA shall provide the Display in substantial conformance with the duration, quantities and format outlined in the Scope of Work, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by this reference and made a part of this Agreement as though set forth fully herein. In the event of any inconsistency between the terms contained in Exhibit "A" and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

1.2 City Duties. City shall provide the Site, as defined in Paragraph 2, for the discharge of the Display, access to the Site, security for the Site as set forth in Paragraph 11, and any authorization necessary for FA to utilize the Site for the Display.

1.3 FA Performance. As a material inducement to the City entering into this Agreement, FA acknowledges and understands that the Display contracted for under this Agreement requires specialized skills and abilities and that, consistent with this understanding, FA represents and warrants that it shall conduct the Display and perform all related services and work under this Agreement in a skillful and competent manner, and that it shall be held to a standard of quality and performance prevalent in the pyrotechnic industry for such Display service and work and with the standards recognized as being employed by contractors in the pyrotechnic field in the State of California. FA further represents and warrants that it is skilled in the field of public

fireworks displays and that it holds the necessary skills and abilities to satisfy the standard of quality and performance as set forth in this Agreement. FA further represents and warrants that it and all of its employees and subcontractors, if approved, providing services under this Agreement shall have sufficient skill and experience to perform the Display services and work assigned to them. All Display services and work shall be completed to the reasonable satisfaction of the City.

1.4 Term. This Agreement shall commence upon the effective date of this Agreement and continue in full force and effect until completion of all Display services and work.

2. Time and Place. The Display shall take place on July 4, 2020 ("Scheduled Date"), at approximately 9:00 p.m. ("Scheduled Time"), at the Joint Forces Training Base located at 11200 Lexington Avenue, Los Alamitos, CA ("Site"). The Display will be under the direct supervision and control of a lead FA pyrotechnician as set forth in Paragraph 3. It is agreed that FA shall be the exclusive fireworks supplier and producer for the Display contracted for herein. City reserves the right to determine the actual start and stop time of the Display.

3. Lead Pyrotechnician.

3.1 Experience. The Display shall be conducted by and discharged under the direct supervision and control of a lead FA pyrotechnician that: (i) has a minimum of three years of experience providing public fireworks displays; and/or (ii) has successfully provided no less than ten public fireworks displays.

3.2 Verification of Credentials. FA shall furnish City with the name of the lead FA pyrotechnician responsible for the Display, a copy of his/her Basic Commercial or Special Effects 1st Class License, and a written summary of his/her prior experience and credentials. FA shall provide the documentation required by this Paragraph to the City by no later than June 12, 2020.

4. Fees, Interest, and Expenses.

4.1 Fee. City agrees to pay FA a fee of \$32,000.00 (Thirty Two Thousand Dollars) ("Display Fee") for the Display. City shall pay to FA \$8,000.00 (Eight Thousand Dollars) of the Display Fee as a deposit ("Deposit") upon execution of this Agreement by both parties. Except as otherwise provided below, the balance of the Display Fee shall be paid by City no later than July 31, 2020.

4.2 Interest. In the event that the Display Fee is not paid in a timely manner, City will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance.

4.3 Expenses. FA shall pay all normal expenses directly related to the Display including, but not limited to, freight, insurance as set forth herein, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics, and those additional items outlined as FA's responsibility under this Agreement. City shall pay all costs related to the Display not supplied by FA including, but not limited to, all governmental fees and taxes, including sales, use, excise, license, permit, entertainment, or other fees, taxes or surcharges imposed or otherwise applied to the Display.

5. Force Majeure. City agrees to partially assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, pandemic, and other causes beyond the control of FA or City, which may prevent the Display from being safely discharged on the Scheduled Date, including, but not limited to, State or County Health orders restricting the City's ability to conduct the Display or the public's ability to gather and observe the Display. If, for any such reason, the City cancels its 2020 Fourth of July celebration and Display and/or FA is not reasonably able to safely discharge the Display on the Scheduled Date, City may: (i) reschedule the Display on a mutually agreed upon date occurring no later than September 6, 2021, pay to FA any applicable cancellation fees as provided in Subsection 5.1, and the balance of the Display Fee within 15 business days of completion of the rescheduled Display; or (ii) cancel the Display, pay to FA any applicable cancellation fees as provided in Subsection 5.1, forfeit the Deposit, and be relieved of any obligation to pay to FA the balance of the Display Fee.

5.1 COVID-19 Pandemic Cancellation Fee(s): If the City cancels its 2020 Fourth of July celebration and Display in response to the COVID-19 pandemic it shall pay to FA: (i) no additional fees, if the City notifies FA of the cancellation at least 15 days prior to the Scheduled Date; \$1,300.00 (One Thousand Three Hundred Dollars), if the City notifies FA of the cancellation less than 15 days prior to the Scheduled Date; or \$3,975.00 (Three Thousand Nine Hundred Seventy Five Dollars), if the City notifies FA of the cancellation on or after July 3, 2020.

6. Rescheduling. City shall have the option to unilaterally reschedule the Display at any time prior to the Scheduled Date. Except as provided otherwise in Paragraph 5, if City elects to reschedule the Display, it shall pay to FA the balance of the Display Fee within 15 business days of completion of the rescheduled Display plus: (i) 5% of the Display Fee, or \$1,600.00 (One Thousand Six Hundred Dollars), if the City notifies FA of the request to reschedule before 12:00 a.m. on July 3, 2020; or (ii) 15% of the Display Fee, or \$4,800.00 (Four Thousand Eight Hundred Dollars), if the City notifies FA of the request to reschedule on or after 12:00 a.m. on July 3, 2020. The Display shall be rescheduled on a mutually agreed upon date occurring no later than six months from the Scheduled Date.

7. Right to Cancel, Substantial Delay or Postponement.

7.1 Right to Cancel. City shall have the option to unilaterally cancel the Display at any time prior to the Scheduled Date. If City elects to cancel the Display prior to the Scheduled Date for any reason other than force majeure pursuant to Paragraph 5, FA's inability to perform as a result of operator error, or malfunction or failure of pyrotechnic equipment or materials as provided in Paragraph 7.2(C), or FA's failure to fulfill its obligations under this Agreement, FA shall retain the Deposit, and the City shall pay to FA as liquidated damages: (i) 50% of the balance of the Display Fee, or \$12,000.00 (Twelve Thousand Dollars), if the City notifies FA of the cancellation at least 30 days prior to the Scheduled Date; (ii) 75% of the balance of the Display Fee, or \$18,000.00 (Eighteen Thousand Dollars), if the City notifies FA of the cancellation 15 to 29 days prior to the Scheduled Date; or (iii) 100% of the balance of the Display Fee, or \$24,000.00 (Twenty Four Thousand Dollars), if the City notifies FA of the cancellation less than 15 days prior to the Scheduled Date.

7.2 Substantial Delay or Postponement. Both parties agree that the City will suffer damages as a result of any substantial delay or postponement of the Display resulting from operator error, or malfunction or failure of the pyrotechnic equipment or materials, and therefore agree to the following liquidated damages provisions:

A. If FA, as a result of operator error, or malfunction or failure of the pyrotechnic equipment or materials, is unable to start the Display within 5 to 15 minutes after the Scheduled Time, or if at any time after the Display has begun and is underway, there is/are a gap(s) or break(s) in the program lasting 2 to 5 minutes in total, FA shall pay to the City as liquidated damages 20% of the Display Fee, or \$6,400.00 (Six Thousand Four Hundred Dollars).

B. If FA, as a result of operator error, or malfunction or failure of the pyrotechnic equipment or materials, is unable to start the Display more than 15 to 30 minutes after the Scheduled Time, or if at any time after the Display has begun and is underway, there is/are a gap(s) or break(s) in the program lasting more than 5 to 15 minutes in total, FA shall pay to the City as liquidated damages 50% of the Display Fee, or \$16,000.00 (Sixteen Thousand Dollars).

C. If FA, as a result of operator error, or malfunction or failure of the pyrotechnic equipment or materials, is unable to start the Display for more than 30 minutes after the Scheduled Time, or at any time after the Display has begun and is underway, there is/are a gap(s) or break(s) in the program lasting more than 15 minutes in total, the City, in its sole discretion, may cancel the Display without incurring any liability for payment to FA and without any obligation to reschedule the Display. In either event, it is expressly agreed that FA shall pay to the City as liquidated damages 100% of the Display Fee, or \$32,000.00 (Thirty Two Thousand Dollars).

8. Notice of Rescheduling or Cancellation.

8.1 Notice Prior to Scheduled Date. In the event that the City elects to reschedule or cancel the Display prior to the Scheduled Date, the City shall communicate its decision to Matt Biolchino of FA at matt@fireworksamerica.com and/or by phone to (714) 875-0307.

8.2 Notice on Scheduled Date. In the event that the City elects to reschedule or cancel the Display on the Scheduled Date, the City shall communicate its decision to Matt Biolchino of FA at matt@fireworksamerica.com and/or by phone to (714) 875-0307. In addition, the City shall inform the lead FA pyrotechnician onsite of its decision as appropriate.

9. City Contract Officer. The City Manager, or their designee, shall be solely authorized to make decisions concerning this Agreement and the Display including, but not limited to, requests to reschedule or cancel the Display.

10. Safety. FA shall comply with applicable federal, state and local laws and regulations and employ safety policies and procedures, programs, protocols and other measures consistent with recognized applicable industry standards and practices. At all times before and during the Display, it shall be within FA's sole discretion and control to determine whether or not the Display may be safely discharged or continued. It shall not constitute a breach of this Agreement by FA to

determine that the Display cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of FA. Conditions or circumstances resulting from operator error, or malfunction or failure of the pyrotechnic equipment or materials shall not be deemed "beyond the reasonable control of FA" for purposes of this Paragraph and shall remain subject to the liquidated damages provisions set forth in Paragraph 7.2.

11. Security. City shall provide and maintain sufficient security personnel, barricades, and police services before, during and after the Display until the lead FA pyrotechnician declares the Site clear. The City shall also provide and maintain a shell casing fallout area clear of any buildings, cars and spectators with a minimum 800-foot radius, or as may otherwise be specified by the current edition of *National Firework Protection Association 1123: Code for Fireworks Display* ("NFPA 1123"), as a Fire Safety Zone ("FSZ") from the time the fireworks are delivered to the Site until the lead FA pyrotechnician declares the Site clear. It is understood and agreed that FA will cease the discharge of all fireworks due to any security breach of the FSZ. FA shall not be responsible for personal injury, vehicle or property damage occurring within the FSZ as a result of the City's failure to maintain the 800-foot radius FSZ clear of any buildings, cars, or spectators. Furthermore, City shall be responsible for any property damage to the Joint Forces Training Base solely within the FSZ caused by ordinary fallout from the Display. City acknowledges and agrees that FA's responsibilities are limited to the Display and that FA is relying on City to maintain the aforementioned FSZ and to comply with all Federal, State, and local laws, orders, regulations and ordinances pertaining to the implementation of any and all security measures at the FSZ. Any inspections of the FSZ by or on behalf of City made during setup of the Display shall be in accordance with the current edition of NFPA 1123, and under the direct supervision of the lead FA pyrotechnician. Any such inspection shall not interfere with the safety of the setup, discharge, or disassembly of the Display. The lead FA pyrotechnician may, at his/her sole discretion, cancel any inspection that in his/her opinion may compromise the safety of the setup, discharge, or disassembly of the Display.

12. Continuity. FA shall establish Display "continuity" (i.e., test and confirm the functionality of electrically fired pyrotechnic lines, channels and circuits) by no later than 7:00 p.m. on the Scheduled Date, or no less than two hours prior to the Scheduled Time as such time may be modified by the City.

13. Contract Subject to Government Regulation. This Agreement and FA's obligations and FA's performance hereunder are subject to all applicable Federal, State, and local laws, rules, ordinances, regulations and codes, now or hereinafter in effect, and to the conditions and limitations contained in any necessary permits, as set forth in Paragraph 14 ("Display Permits"). In the event any Federal, State, or local law, rule, regulation or ordinance shall be enacted which in any way prohibits, limits or restricts the sale, performance or operation of the exhibition of the Display or in the event the Display Permits in any way limit or restrict the sale, performance or operation of said exhibition, FA shall limit or restrict its performance of the Display so as to comply with such law, rule, regulation or ordinance or limitation or restriction of Display Permits. The City acknowledges that any such limit or restriction placed on the performance or operation of the Display shall in no way result in or entitle City to a reduction or abatement in the full contract price.

14. Permits. FA agrees to apply for permits for the firing of pyrotechnics from the Orange County Fire Authority, and if required, the FAA. The City shall be responsible for any fees associated with these permits, including standby fees. The City shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for police services, other fire departments, road closures, event/activity or land use permits or any permission or permit required by any local, regional, state or federal government.

15. Cleanup. FA shall be responsible for the removal of all Display equipment and any live pyrotechnics from the Site. FA is responsible for the cleanup of the fireworks launching area. The City shall be responsible for cleaning the FSZ.

16. Insurance and Indemnification.

16.1 Insurance. FA shall procure and maintain, at its sole cost and expense, and submit concurrently with its execution of this Agreement, in a form and content satisfactory to City, public liability and property damage insurance against any and all claims for injuries against persons or damages to property resulting from FA's performance under this Agreement. FA shall also carry workers' compensation insurance in accordance with California workers' compensation laws. Such insurance shall be kept in full force and effect during the term of this Agreement, including any extension thereof, and shall not be cancelable without thirty (30) days written notice to City of any proposed cancellation. Certificates of insurance evidencing the foregoing and designating the City of Los Alamitos and the Military Department of the State of California, their elected and appointed officials and officers, employees, agents, and volunteers as additional insureds by original endorsement shall be delivered to and approved by City prior to commencement of services. The procuring of such insurance and the delivery of policies, certificates, and endorsements evidencing the same shall not be construed as a limitation of FA's obligation to indemnify City and the Military Department of the State of California, their elected and appointed officials and officers, agents, employees, and volunteers.

16.1.1 Minimum Scope of Insurance. The minimum amount of insurance required hereunder shall be as follows:

A. Comprehensive general liability and personal injury with limits of at least five million dollars (\$5,000,000.00) per occurrence, six million dollars (\$6,000,000.00) in the general aggregate, and six million dollars (\$6,000,000.00) for products and completed operations; the commercial general liability policy shall name the City of Los Alamitos and the Military Department of the State of California as additional insureds;

B. Automobile liability insurance with limits of at least one million dollars (\$1,000,000.00) per occurrence;

C. Workers' compensation insurance in the statutory amount as required by the State of California, and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

For any claims related to this Agreement, FA's insurance coverage shall be primary insurance as respects City and the Military Department of the State of California, and their

respective elected and appointed officials and officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by City or the Military Department of the State of California and their respective elected officials, officers, employees, agents, and volunteers shall be in excess of FA's insurance and shall not contribute with it. For workers' compensation and employer's liability insurance only, the insurer shall waive all rights of subrogation and contribution it may have against City, its elected and appointed officials and officers, employees, agents, and volunteers.

16.1.2 Sufficiency of Insurers. Insurance required herein 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 Eligible Surplus Lines Insurers (LESLI), 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.

16.1.3 Verification of Coverage. FA shall furnish City with both certificates of insurance and original endorsements, including additional insured endorsements, effecting all of the coverages required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City by no later than June 12, 2020. City reserves the right to require FA's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for workers' compensation policies.

16.1.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City and the Military Department of the State of California, their elected officials, officers, employees, agents, and volunteers; or, FA shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

16.1.5 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 and the Military Department of the State of California, their directors, officials, officers, employees, agents, and volunteers.

16.2 Indemnification. To the fullest extent permitted by law, FA shall defend (at FA's sole cost and expense with legal counsel reasonably acceptable to the City), indemnify, protect, and hold harmless City and the Military Department of the State of California, their elected and appointed officials, officers, directors, 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 (FA's employees included), for damage to property, including property owned by City and the Military Department of the State of California, or from any violation of any federal, state, or local law or ordinance, which Claims arise out of, pertain to, or are related to FA's performance under this Agreement. Under no circumstances shall

the insurance requirements and limits set forth in this Agreement be construed to limit FA's indemnification obligation or other liability hereunder.

17. Attorney 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 attorney fees, expert consultant fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding.

18. Substitutions. FA shall have the right, at its discretion, to substitute any fireworks it deems necessary provided same does not detract from the aesthetic value or quality of the Display. This includes, but is not limited to, shell sizes, quantities, types and brand names. Any substitutions shall in no way result in or entitle City to a reduction or abatement of the full contract price.

19. California Law. This Agreement shall be construed and interpreted both as to validity and 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 FA covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the parties with respect to the subject matter hereof, and may not be changed, modified, renewed or extended except by a written agreement, signed by both parties.

21. 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

22. Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

23. Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of FA, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, FA 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. FA shall not contract with any other entity to perform the Display service and work required without prior written consent of City. If FA is permitted to subcontract any part of this Agreement by City, FA 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 approved FA subcontractor and City.

24. Independent Contractor.

A. The legal relationship between the parties is that of an independent contractor, and nothing herein shall be deemed to make FA a City employee. During the performance of this Agreement, FA and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. The personnel performing the Display services under this Agreement on behalf of FA shall at all times be under FA's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of FA or any of its officers, employees, or agents, except as set forth in this Agreement. FA, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of FA's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. FA shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement 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 FA in its business or otherwise a joint venturer or a member of any joint enterprise with Consultant.

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

C. No City benefits shall be available to FA, its officers, employees, or agents in connection with any performance under this Agreement. Except for professional fees paid to FA as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to FA for the performance of the Display services and work under this Agreement. City shall not be liable for compensation or indemnification to FA, its officers, employees, or agents, for injury or sickness arising out of performing the Display services and work hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 4 herein of any nature relating to salary, taxes, or benefits of FA's officers, employees, servants, representatives, subcontractors, or agents, FA shall indemnify City for all such financial obligations.

25. Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties. The terms of this Agreement are contractual and the result of negotiation between the parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

26. Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. Any waiver by the parties of any default or breach of any covenant, condition, or term

contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the parties from enforcing the full provisions hereof.

27. 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.

28. 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.

29. Third Party Beneficiary. Except as may be expressly provided for 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.

30. Notice. Except as set forth in Paragraph 8, any notice, request, demand, direction, or other communication required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail, postage prepaid, return-receipt-requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

To City:

City of Los Alamitos
Attention: Recreation Manager
10911 Oak Street
Los Alamitos, CA 90720
Telephone: (562) 430-1073
Facsimile: (562) 594-9657

To Fireworks and Stage FX America, Inc.:

Fireworks America
Attention: Matt Biolchino, Southern CA
Regional Manager
PO Box 488
Lakeside, CA. 92040
Telephone: (714) 875-0307

31. Binding Effect. This Agreement shall not be binding on either party until executed by both City and FA.

32. 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 Following Page]

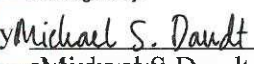
IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

“CITY”
City of Los Alamitos

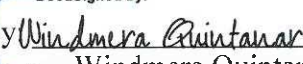
Date: June 1, 2020

By: 
Richard D. Murphy,
Mayor

APPROVED AS TO FORM:

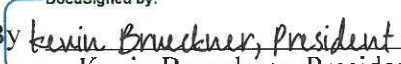
DocuSigned by:
By 
Michael S. Daudt,
City Attorney
6/4/2020

ATTEST

DocuSigned by:
By 
Win Amara Quintanar, MMC
City Clerk
6/4/2020

“FA”
Fireworks and Stage FX America, Inc.

Date: 6/4/2020

DocuSigned by:
By 
Kevin Brueckner, President

Date: 6/4/2020

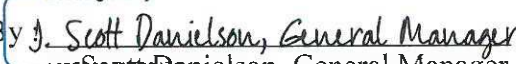
DocuSigned by:
By 
J. Scott Danielson, General Manager

Exhibit A

Scope of Work for City of Los Alamitos 2020 Fourth of July Fireworks Display

Announcement Barrage

- **Aerial Titanium Flash Salutes**
 - 3" – 10
- **Color and Multi-Color Finale Shells**
 - 3" – 10

Aerial Show Presentation

- **Aerial Titanium Flash Salutes**
 - 3" – 5
- **Color and Multi-Color Aerial Shells**
 - 3" – 100
 - 4" – 70
 - 5" – 73
 - 6" – 47
 - 8" – 10
- **Flitter, Glitter, Electric Color and Color Changing Shells**
 - 3" – 70
 - 4" – 30
 - 5" – 65
 - 6" – 19
 - 8" – 3
- **Distinctive and Unique Aerial Shells**
 - 3" – 20
 - 4" – 20
 - 5" – 30
 - 6" – 10
 - 8" – 2
- **Premium Aerial Shells**
 - 3" – 20
 - 4" – 12
 - 5" – 12
 - 6" – 2

Aerial Grand Finale

- **Color and Multi-Color Finale Shells**
 - 3" – 100
 - 4" – 24
 - 5" – 8
- **Aerial Flash Salutes**
 - 3" – 100
- **Finale Crown**
 - 6" – 2
 - 8" – 1

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 21, 2023

ITEM NUMBER: 10H

To: Mayor Tanya Doby & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Amendment No. 2 with North Star Land Care for Landscape Maintenance Services

SUMMARY

This item is for continuing services with North Star Land Care to provide citywide landscape maintenance services for one additional year. The current Professional Services Agreement (PSA) expired on January 19, 2023 and can be extended for a one-year term by mutual agreement.

RECOMMENDATION

Authorize the Mayor to execute Amendment No. 2 to the Professional Services Agreement (PSA) with North Star Land Care for a one-year contract extension ending on February 21, 2024, for an annual cost of \$114,067.92.

BACKGROUND

The City of Los Alamitos has over 14.4 acres (625,517 square feet) of parkways, median islands, landscape areas, parks, and facilities to maintain. Historically, landscape maintenance has been done in a collaborative effort between in-house staff from the Public Works Division and contracted vendors.

In December 2020, the City released Requests for Proposals (RFP) 2020-05, which solicited annual park and landscape maintenance services and was ultimately awarded to North Star Land Care in January 2021.

The approved scope of work with North Star Land Care includes the mowing of parkways, city-owned facilities, and parks, the weeding and removal of trash on the median islands, and maintenance of additional miscellaneous landscape areas.

In August 2022, Council approved an amendment which added additional areas of services not included in the original agreement. The additional services include the removal of weeds, vegetation, and trash from tree wells, gutters, and sidewalk areas on Ball Road, Bloomfield Street, Cerritos Avenue, Farquhar Avenue, Katella Avenue, Lexington Drive, and Los Alamitos Boulevard. The augmentation of this work shifted the monthly cost for services from \$7,079.66 to \$9,505.66.

DISCUSSION

Landscape maintenance, provided by North Star Land Care, is an integral component to enhancing the City's aesthetic and beautification efforts. Since the commencement of services, staff has been satisfied with the service provided by the vendor.

Approved by Council in January 2021, the current agreement expired on January 19, 2023, unless extended by mutual agreement for a maximum of two (2) – one-year contract extensions.

North Star Land Care has agreed to provide continued services with no pricing adjustments. Amendment No. 2 to the PSA will extend the City's contractual relationship with North Star Land Care for one-year, ending on February 21, 2024. This contract renewal will utilize the first of two permissible contract extensions.

FISCAL IMPACT

The total annual payment for services rendered by North Star Land Care will be \$114,067.92. The remaining 2022-2023 Fiscal Year budget contains sufficient funds for this contract – it is also anticipated that the upcoming Fiscal Year 2023-2024 will contain sufficient funds for this service, and will be paid via Account No. 10-543-5260.

- Attachment:
1. Amendment 2 - North Star (2023)
 2. Amendment 1 - North Star (2022)
 3. Professional Services Agreement - North Star (2021)

**AMENDMENT No. 2 TO CITYWIDE LANDSCAPING SERVICES
AGREEMENT**
North Star Land Care

This Amendment No. 2 to Landscape Maintenance Services Agreement (“Second Amendment”) is made and entered into on this 21st day of February, 2023 by and between the City of Los Alamitos, a California charter city and municipal corporation, (“City”) and, North Star Land Care, a California Corporation (“Contractor”). City and Contractor are sometimes hereinafter collectively referred to as the “Parties.”

RECITALS

A. City and North Star Land Care entered into that certain Professional Services Agreement for Landscape Maintenance Services Agreement to provide landscape maintenance services for City Parkways, medians, landscape areas and park services on January 19, 2021 (“Agreement”), which is incorporated herein by this reference.

B. City and Contractor entered into Amendment No. 1 to the Agreement (“First Amendment”) on August 15, 2022, expanding the Scope of Services and increasing the monthly maximum contract amount to \$9,505.66.

C. The initial term of the Agreement was for a period of two years. Upon mutual written agreement of the Parties, the Agreement may be extended for up to two additional one-year terms for a total maximum four-year term.

D. City and Contractor desire to amend the Agreement to extend the term of the Agreement for an additional one-year period, subject to the terms and provisions of this Amendment.

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

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

3.4. 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 three-years ending on February 21, 2024, unless extended by mutual written agreement of the Parties for a maximum of one (1), one-year contract extension.

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

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

“City”

City of Los Alamitos

By: _____
Tanya Doby
Mayor

APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

ATTEST:

By: _____
Michael S. Daudt
City Attorney

By: _____
Windmera Quintanar, MMC
City Clerk

“Contractor”

North Star Land Care

By: _____
Jose A. Martinez
President

By: _____
Juan Angel Sotelo
CFO

**AMENDMENT No. 1 TO CITYWIDE LANDSCAPING SERVICES
AGREEMENT**
North Star Land Care

This Amendment No. 1 to Landscape Maintenance Services Agreement (“Amendment”) is made and entered into on this 15th day of August, 2022 by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, (“City”) and, North Star Land Care (“Contractor”). City and Contractor are sometimes hereinafter collectively referred to as the “Parties.”

RECITALS

A. City and Contractor entered into that certain a Landscape Maintenance Services Agreement to provide landscape maintenance services for City Parkways, medians, landscape areas and parks services on January 19, 2021 (“Agreement”), which is incorporated herein by this reference.

B. City and Contractor desire to amend the Agreement to include additional monthly landscape maintenance services, subject to the terms and provisions of this Amendment.

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

1. Section 1.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

“1.1 Scope of Services and Standard of Performance. Contractor shall provide those services set forth in the Parks & Landscape Maintenance Services Proposal, dated November 16, 2020, attached hereto as Exhibit “A”, and as supplemented by Attachment “1” to Exhibit “A” (“Scope of Services” and/ or “Project Services”). Contractor shall provide the Project Services in compliance with all terms and conditions of this Agreement. Contractor 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. Contractor 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.”

2. Section 2.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

“2.1 Maximum Contract Amount. Contractor shall be compensated for the Project Services performed, including authorized reimbursements, if any, in accordance with the hourly rates and charges set forth in the Scope of Services in an amount not to exceed Nine Thousand Five Hundred Five Dollars and Sixty-Six Cents (\$ 9,505.66) monthly. The maximum amount of City' s payment obligation under this Agreement is the amount specified in this section”

3. Attachment “1” to this Amendment is hereby appended to and made a part of Exhibit “A” (Proposal/Scope of Services) to the Agreement.

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

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

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

SIGNATURES ON THE FOLLOWING PAGE

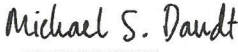
“City”

City of Los Alamitos

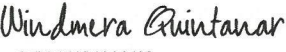
DocuSigned by:
By: 
AF57F110E7A146D... 8/23/2022
Shelly Hasselbrink
Mayor

APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

DocuSigned by:
By: 
D2A022E0E4DF418... 8/23/2022
Michael S. Daudt
City Attorney

ATTEST:

DocuSigned by:
By: 
54BCC26B4CA8409... 8/23/2022
Windmera Quintanar, MMC
City Clerk

“Contractor”

North Star Land Care

DocuSigned by:
By: 
9631334493D04A8... 8/23/2022
Jose A. Martinez
President
tony@northstarlandcare.com

DocuSigned by:
By: 
E92623933168456... 8/20/2022
Juan Angel Sotelo
CFO
juan@northstarlandcare.com

Attachment 1

North Star Land Care Estimate 1011-121

North Star Land Care

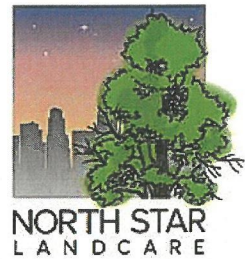
10831 Downey Ave

Downey, CA 90241

(562)674-3076

accounts@northstarlandcare.com

www.northstarlandcare.com

**ADDRESS**

City of Los Alamitos

3191 Katella Avenue

Los Alamitos, CA 90720

USA

Estimate 1011-121**DATE 06/21/2022****SALES REP**

R.S.

NORTH STAR

Landscape

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Services	1	2,426.00	2,426.00
	Additional			
	Monthly			
	Landscape			
	Maintenance			
	Services for			
	the City of Los			
	Alamitos			

2 Man Crew
16 Man Hours Weekly

TOTAL	\$2,426.00
--------------	-------------------

Accepted By

Accepted Date

LANDSCAPE MAINTENANCE SERVICES AGREEMENT

[*North Star Land Care*]

THIS AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES (“Agreement”) is made and entered into, to be effective this 19th day of January 2021 (“Effective Date”), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, (“City”) and North Star Land Care, a California Corporation, (“Contractor”). City and Contractor 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 contractor to provide landscape maintenance services for City parkways, medians, landscape areas and parks.

B. In response to City’s formal Request for Proposals No. 2020-05 (RFP), dated November 16, 2020, Contractor has submitted to City a written proposal, dated December 17, 2020, to provide the desired landscape maintenance services.

D. City desires to engage Contractor to provide such landscape maintenance 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 CONTRACTOR

1.1 Scope of Services and Standard of Performance. Contractor shall provide those services set forth in the Parks & Landscape Maintenance Services Proposal, dated November 16th, 2020, attached hereto as Exhibit “A” (“Scope of Services” and/or “Project Services”). Contractor shall provide the Project Services in compliance with all terms and conditions of this Agreement. Contractor 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. Contractor 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 Contract Documents. This Agreement shall consist of the following: (1) the main body of this Agreement; (2) RFP No. 2020-05, dated November 16, 2020; and (3) Contractor’s Proposal, Exhibit “A”. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the main body of this Agreement; (2rd) the RFP, and (3rd) Contractor’s Proposal.

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. Contractor shall be liable for all violations of such laws, ordinances, resolutions, statutes, rules and regulations in connection with performance of the Project Services. If Contractor performs any Project Services in violation of such laws, ordinances, resolutions, statutes, rules or regulations, Contractor shall be solely responsible for all penalties and costs arising therefrom. Contractor 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, Contractor shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Project Services. Contractor represents and warrants to City that Contractor 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 Contractor to perform the Project Services. Contractor 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 Contractor'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, Contractor warrants that Contractor (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. Contractor 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. Contractor acknowledges that City may enter into agreements with other Contractors, contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Contractor 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. Contractor shall be compensated for the Project Services performed, including authorized reimbursements, if any, in accordance with the hourly rates and charges set forth in the Scope of Services in an amount not to exceed Seven Thousand, Seventy-Nine Dollars and Sixty Six Cents (\$7,079.66) monthly. 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 Contractor wishes to receive payment, Contractor 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 Contractor 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 Contractor'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 Contractor is an essential condition of this Agreement.

3.2 Schedule of Performance. Contractor shall prosecute regularly and diligently the Project Services according to the periods specified in the Scope of Services. When requested by Contractor, 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 Contractor (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 Contractor, 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 Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor'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 two (2) years, ending on January 19, 2023, unless extended by mutual written agreement of the Parties, for a maximum of two (2) – 1-year contract extensions.

4. COORDINATION OF PROJECT SERVICES

4.1 Contractor's Representative. The following principal of Contractor is hereby designated as being the principal and representative of Contractor authorized to act on its behalf with respect to the Project Services and to make all decisions in connection therewith: _____. 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 Contractor and devoting sufficient time to personally supervise the Project Services performed hereunder. The foregoing principal may not be changed by Contractor without prior written approval of the Contract Officer.

4.2 City's Contract Officer. The City's 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 Contractor's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Project Services, and the Contractor 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 Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Contractor 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. Contractor shall not contract with any other entity to perform the Project Services without prior written consent of City. If Contractor is permitted by City to subcontract any part of this Agreement, Contractor 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

Contractor. City will deal directly with and will make all payments to Contractor. 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 Contractor, 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 Contractor or any surety of Contractor 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 Contractor a City employee. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Contractor 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 Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, 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 Contractor's officers, employees, or agents or in fixing their number, compensation, or hours of service. Contractor 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 Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

4.4.2 Contractor 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 Contractor, its officers, employees, representatives, agents, subconsultants or subcontractors in connection with the performance of any Project Services. Except for fees paid to Contractor as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for the performance of any Project Services. City shall not be liable for compensation or indemnification to Contractor, 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 Contractor's officers, employees, representatives, agents, or subconsultants or subcontractors, Contractor 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 Contractor or any officer, employee, representative, agent, subconsultant or subcontractor of Contractor 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, Contractor 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 Contractor 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, Contractor 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. Contractor 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. Contractor 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 Contractor's existing insurance policies do not meet the insurance requirements set forth herein, Contractor 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, Contractor 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. Contractor 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. Contractor 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 Contractor 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. Contractor 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. Contractor 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. Contractor 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, Contractor shall not be required to procure either Worker's Compensation Insurance or Employer's Liability Insurance if Contractor provides written verification to the City that Contractor 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 Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Contractor 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 Contractor 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 Contractor, 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 Contractor 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. Contractor hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Contractor 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 Contractor'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, Contractor shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Contractor 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, Contractor

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

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

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

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

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 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. Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Contractor 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. Contractor 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 Contractor, 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 Contractor 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. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. Contractor 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 Contractor fails to secure such assignment, Contractor 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 Contractor, 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 Contractor 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 Contractor. 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 Contractor, 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, Contractor shall immediately cease all Project Services, except as may be specifically approved by the Contract Officer. Contractor 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 Contractor.

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

8.6.2 If the Contract Officer determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Contractor in writing of such default. If such default is capable of being cured, Contractor 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 Contractor 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. Contractor 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 Contractor 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 Contractor 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 Contractor for the purpose of set-off toward the cost of completion of the Project Services. The withholding or failure to withhold payments to Contractor shall not limit Contractor'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 Contractor, 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 Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Covenant Against Discrimination. Contractor 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. Contractor 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 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 – _____.

To City:

Chet Simmons, 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 Contractor:

Jose A. Martinez
North Star Land Care
10831 Downey Avenue
Downey, CA 90241v
tony@northstarlandcare.com

10.2 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.

10.3 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.

10.4 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.5 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.

10.6 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.

10.7 Prevailing Wages. Contractor 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"). Contractor 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, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor 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.

10.8 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

DocuSigned by:
By: Mark Chirco
7A6EE04E6DC44FE...
Mark Chirco, Mayor 3/15/2021

APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

DocuSigned by:
By: Michael S. Daudt
D2A022E0E4DF41B...
Michael S. Daudt 3/12/2021
City Attorney

ATTEST:

DocuSigned by:
By: Windmera Quintanar
34BC020B4CA0409...
Windmera Quintanar, MMC 3/15/2021
City Clerk

“Contractor”

North Star Land Care

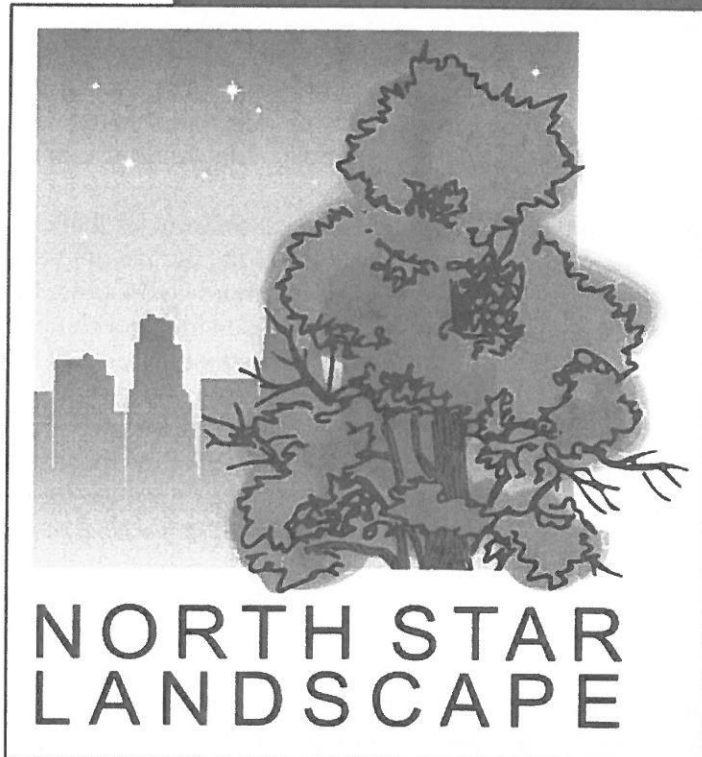
DocuSigned by:
By: Jose A. Martinez
9631334493D04A8...
Jose A. Martinez 3/12/2021
President

DocuSigned by:
By: Juan Angel Sotelo
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Juan Angel Sotelo 3/12/2021
CFO



December 17, 2020

City of Los Alamitos Request for Proposal for Park & Landscape Maintenance Services



NORTHSTARLANDCARE.COM (562)674-3076
LIC# 1034669 DIR# 1000056611

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



RE: Park & Landscape Maintenance Services

Due: Thursday, December 17, 2020 at 2:00 P.M.

North Star Landscape ("North Star") is pleased to submit a proposal for the City of Los Alamitos's Landscape Maintenance Services Request for Proposal. Our proposal will highlight our previous experience of providing similar services to many surrounding Cities such as Huntington Park, Maywood, Los Angeles County and City of Montebello. We have the breadth and depth of resources, skills, equipment, and expertise needed to provide the city of Los Alamitos's professional landscape maintenance services. We have reviewed, understand, and agree to the terms and conditions described in this RFP. We also acknowledge that we meet the minimum requirements and responded to each of these requirements to the best of our ability with no exceptions. During these unprecedented times, North Star has not missed a beat in assisting our Municipal clients by augmenting City staff so the delivery of quality landscaping maintenance services would continue without interruption.

North Star's management team has a track record of working with many cities throughout Southern California since 1994. Our contractor license, #1034669 specializes in Class C61/D49 (Tree Service) and Class C27 (Landscaping) is set to expire 1/31/2022. We are also registered and qualified with the DIR (1000056611). North Star is insured and bonded and will obtain a City of Los Alamitos business license upon being awarded this Landscape Maintenance contract.

We strive to build long-term partnerships with agencies that expect and require quality, accuracy, efficiency, and integrity. We do this by offering our clients years of expertise with professional landscapers, diligent staff who provide premium landscaping by using industry approved equipment, effective employee training, strong field leadership, and competitive pricing to keep our clients within their allocated budgets. We have a full understanding of the City and its landscaping related needs.

Assigned contacts for this important project are as follow:

Area Manager, Jose A. Martinez, (310) 704-9885 tony@northstarlandcare.com

Field Manager, Rene G. Serafin, (562) 991-9064 rene@northstarlandcare.com

Office Manager, Jessica Alvarez, (562) 674-3076 jessica@northstarlandcare.com

As the President of North Star Landscape, I, Jose Antonio Martinez have the official authority to bind our company to the City of Los Alamitos proposal requests. Corporate Office is located at 10831 Downey Avenue, Downey, California, 90241. I am authorized and certify, that this proposal being submitted is valid for 60 days. As the contact person for this proposal, please feel free to contact me directly if you have any questions or need further information at (310)704-9885 or tony@northstarlandcare.com.

Sincerely,

Jose A. Martinez
 President

North Star Land Care
 10831 Downey Avenue
 Downey, CA 90241
 (562)674-3076
info@northstarlandcare.com

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North Star Landscape

STATEMENT OF QUALIFICATIONS

North Star has assembled a highly skilled and knowledgeable staff with extensive tree & landscape maintenance experience. North Star's CEO has been in the Municipal maintenance space since 1994 and in 1993 was one of the youngest Certified Arborist in the World. The VP of Contract Management has managed Municipal contracts since 2007. Together they helped managed the Largest Los Angeles County Tree Company that Procured over 45 maintenance contracts.

- North Star Land Care is a California Corporation, in business since 2017
- California Contractors License 1034669, Expiration Date 1/31/2022
- Classifications C27, D49 & C61
- Federal Tax ID # 82-4619683, current with all taxes and filings with both State and Federal Government
- DBA under North Star Landscape
- 7 Municipal contracts
- \$1,000,000 credit line
- Bonded
- 100% Latino Owned Firm
- Over 22 full time employees
- ISA Certified Arborist on Staff
- Irrigation Technicians on Staff
- California State Licensed Pest Control Applicator
- Zero Drug Tolerance Workplace
- Many distinguished Business Awards
- Fully Insured
- Over 25 Modern Vehicles in Fleet
- North Star has never in its history been disqualified or have entered any type of litigations with any government agency
- North Star has the experience to perform work assigned by the city of Baldwin Park in a timely manner and within allocated budget



North Star prides itself hiring the best employees and retaining them. We quickly introduce new employees and immerse them into our company culture and professionally train them for their specific job classification. We provide our employee with an environment that is fulfilling therefore, keeping our team motivated and happy which in turn results in excellent service and low turnover. Staffing and relevant experience is provided in the next section. North Star Land Care has never in its history been disqualified or have entered any type of litigations with any government agency.

North Star prides itself in building relationships not only with the City but also with the communities we work in. Part of our Community Benefits participation will include joining the Los Alamitos Chamber of Commerce. As a member of the chamber we will merge with local non-profits and donate up to 2.5% of the yearly contract amount.



North Star Landscape

LICENSING

North Star is a licensed contractor in the State of California (state License # 1034669) and holds the C61, D49, and the C27 licenses all in good standing. North Star is a California Corporation without Federal Identification number being 82-4619683. North Star is also registered with the Department of Industrial Relations, registration #1000056611.



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



1034669

CORP

NORTH STAR LAND CARE

C27 C61/D49



01/31/2022

www.csib.ca.gov



State of California

Department of Industrial Relations

Contractor Information

Legal Entity Name
NORTH STAR LAND CARE
Legal Entity Type
Corporation
Status
Active
Registration Number
1000056611
Registration effective date
07/01/20
Registration expiration date
06/30/21
Mailing Address
10831 Downey Ave. Downey 90241 CA United States of America
Trade Name/DBA
NorthStar Landscaping



North Star Landscape

STAFFING

North Star employs over 20 full-time professionals. Our experienced professionals are led by an accomplished management team. We believe in the representation of our employees.

Below are brief backgrounds on North Star's management team and key team members. At this time, we do not intend to contract any sub-contractors or contractors for additional services. North Star has the in-house capability to handle day to day operations and any issues arising from industry related occurrences. We are currently members of the International Society of Arboriculture (ISA).

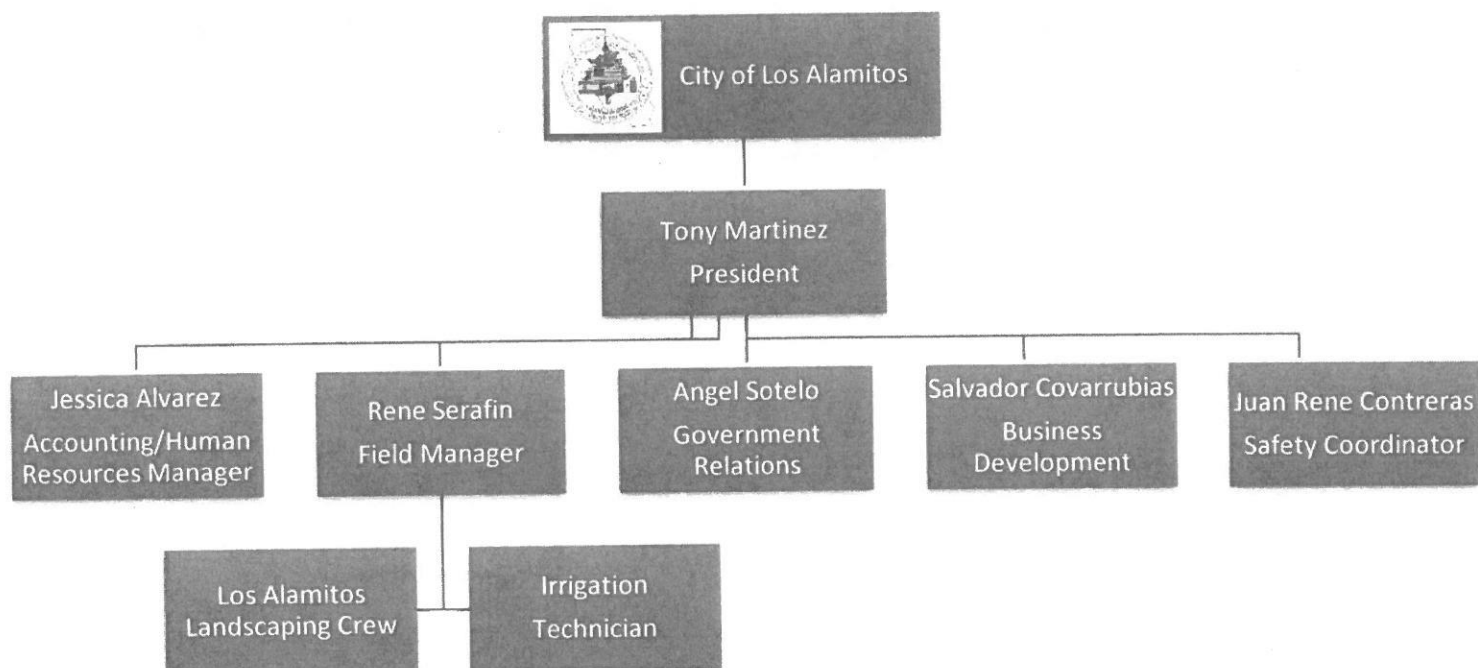
North Star Members Assigned to Los Alamitos Team:

Jose A. Martinez – Project Manager

Rene G. Serafin – Field Supervisor

Raul Hernandez – Irrigation Technician

Jessica Alvarez – Account Manager



North Star's Executive Team

Jose A. Martinez, President, Certified Utility Arborist (WE-1278AU)

Mr. Martinez has over 25 years of experience in the tree care and landscaping industry. Mr. Martinez has managed over 45 Municipal contracts throughout Southern California and has inventoried over 12 Municipal Urban forests. He started his career as a ground-man while attending college. In previous roles, he was responsible for field operations, scheduling, and the management of all crews. He was also actively involved with the implementation of a proprietary web-based database that supports the tree inventory. Mr. Martinez is a Certified Arborist and Utility Specialist under the International Society of Arboriculture (WE-1278AU) since 1993 which made him the youngest Certified Arborist that year. Mr. Martinez is also Certified as a Wildlife Protector (#582) with the Wildlife Training Institute. Mr. Martinez holds a B.A. in Political Science from Cal Poly San Luis Obispo and has completed over two years of Landscape Architecture and Ornamental Horticulture.

Angel J. Sotelo, VP Government Relations, Certified Arborist (WE-9850A)

Angel has over 12 years' experience in the tree industry and is a Certified Arborist. Mr. Sotelo oversees North Star's existing contracts and is involved in the procurement of new contracts. Mr. Sotelo has successfully secured over 70 government contracts since 2007. He is instrumental in maintaining public agency relationship through community involvement and great customer service. Mr. Sotelo is known for his involvement in the communities in which we conduct business in. He was the President for the City of South Gate Chamber of Commerce from 2014-2016. He serves as the key person between the city to North Star in order to best serve the community.

Jessica Alvarez, Accounting/Human Resources Manager

Jessica manages North Star Land Care corporate office daily operations in Accounting and Human Resources. Jessica also ensures North Star Land Care meets Cal OSHA, Federal and State Labor Law requirements and compliance. Jessica possesses 5 plus years' experience in Accounting and Human Resources and is CPR/First Aid/BLS certified.



Salvador Covarrubias- Business Development Manager

Salvador has over 5 years of experience in Customer Service and Sales environments. He holds a bachelor's degree in Consumer Affairs from CAL State Long Beach. Salvador focuses on searching desirable business opportunities while conducting research on the market. Salvador is also in charge of collection and organizing information within the company database and assists in new bid requirements and effective procedures for North Star Land Care to run more efficiently.

Rene G. Serafin- Field Manager

Rene Serafin has twenty five years of landscape management experience where he has hands on experience working safely with landscaping equipment, landscaping spaces, and has over fifteen years managing landscaping personnel, where his proven style of on field training has had positive results with our clients. Rene ensures all work is completed by deadlines and to expectation and is authorized to act on behalf of North Star.

Juan R. Contreras- Safety Coordinator, CAL OSHA Certified

Juan has over 3 years of experience in the tree maintenance Industry. Juan is responsible for implementing and overseeing the safety of company employees. Juan presents weekly educational discussions on safety on a weekly basis. Juan strives to always ensure a safe working environment and prevent any injuries and accidents.

Raul Hernandez-Irrigation Technician

Raul has 15 plus years' experience in the Landscaping Maintenance Industry. Raul will be the North Star worker in charge of all irrigation needs that are needed for the city.

Juan Saavedra, Pest Control Applicator

20 Years Industry Experience

Miguel Galvez, Mechanic

15 Years Industry Experience

Christian Serafin, Field Assistant Supervisor

5 years Industry Experience

Mario Jimenez, Inventory Specialist

5 Years Industry Experience



PERFORMANCE OF WORK

1. Daily – Weekly Supervision:

- a. Report to City representative on a daily basis or as resulted by City staff.
- b. Supervise landscaping services crew to maintain locations.
- c. Supervise traffic control.
- d. Report any damages or injuries within one hour of occurrence.
- e. Respond to any personnel complaints or questions concerning project.
- f. Final inspection of landscape work to insure proper clean-up on daily basis.
- g. Maintain daily records of hours worked by each employee and work completed.
- h. Authorized staff shall meet with the City representative each Friday between 8:30 and 9:00 am, or anytime specified by the City Grounds Supervisor for the purpose of reviewing the week's work, receiving special instructions, and to discuss any problems encountered on the job. The frequency can be coordinated with City staff as required

2. Work Schedule:

- a. Staff will start the landscaping within ten (10) working days of award of contract or as to be determined by the City. Prior to commencing work, submit and gain approval of a weekly work schedule indication the order, location, and completion of work based on the information provided by the City representative or Grounds Supervisor.
- b. Staff will notify the City of the work schedule on a daily and weekly basis. The schedule will be submitted for approval in writing at least 48 hours prior to the commencement of any work in the City or as directed by the City representative and Grounds Supervisor.
- c. Multiple job sites will be worked at a time unless one site requires the entire assigned crew.
- d. As soon as notified by the City of award of contract North Star representatives will meet with City Representative to develop a preliminary work schedule for accomplishing the work. The schedule will be modified, as necessary, during the course of the contract, based on City's needs.

3. Landscape Work Performed:

- a. Will be according to the landscaping best practices.
- b. Staff will maintain a written log of all complaints including the date, time of occurrence, location, problem, and action to be taken pursuant thereto or reasoning for non-action. Log is to be reviewed by the City representative at the end of each day or as directed by the City. Pictures are to be taken at time of incident.
- c. Hazardous Condition Notifications: Staff will report to the Foreman/Grounds Supervisor of any defects or hazardous within an hour of notice.
- d. Any activities found by the City to be unacceptable will be rectified immediately. All other complaints shall be abated within 24 hours of occurrence by North Star.
- e. North Star will be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work. The City authorized representative will serve as mediator between the contractor and resident if property or vehicular damage should occur during the course of work. Sign stands, delineators and/or cones shall be used to identify work site for vehicular and pedestrian safety.
- f. Staff will exercise precaution as necessary when working adjacent to utilities.
- g. Sprinkler repair will be made immediately. Most North Star trucks are equipped to handle most sprinkler repairs as they occur.



4. Wildlife Protection Plan:

- a. North Star offers full service Trim Care. Therefore, North Star has an established Wildlife Protection Plan.
- b. North Star understand the importance of the wildlife protection plan. We currently instruct all of our employees that if they come across any birds, nests, feathers, eggs, etc... they are to stop any landscape work immediately and NOT touch or remove it themselves. They have also been instructed to notify their supervisor immediately so that he/she can notify the City officials and make the proper determinations.
- c. North Star currently has employees certified with the Wildlife Training Institute...after careful research we felt the need to be completely certified as a wildlife protector, in order to address these issues properly and safely.

5. Hours of work in City:

- a. North Star will observe all holidays recognized by the City and the City shall provide inspection for a 40-hour work shift (7:00 am to 4:00 pm or as directed by the City)
- b. Before performing any work at said times, staff shall give written notice to the City so that proper inspection may be provided and so that appropriate noise and lighting standards may be imposed as applicable.
- c. No maintenance functions that generate excess noise which would cause annoyance to residents of the area shall be commenced before 7:00 am.

6. Emergency – On Call Work

- a. North Star will provide the City with 24-hour emergency phone numbers and names of at least two (2) assigned individuals to be contacted in case of an emergency or call out.
- b. Staff will respond and begin emergency work/call out within 1 hour and will communicate with assigned City staff of the completion of assigned work via, telephone call, text, or email.
- c. City staff will be immediately notified if any changes in assigned North Star personnel, telephone numbers and or pagers.

7. Clean-Up & BMP

- a. North Star shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.
- b. Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight unless authorized by the Director, her/his designee, and residents adjacent to equipment are all notified.
- c. City authorized representative shall be the sole judge as to the adequacy of the clean-up.
- d. Staff shall fully adhere to the City's BMP practices.
- e. Temporary Sediment Control shall be utilized to prevent any green-waste material from entering the storm drains.
- f. Staff will adhere to Federal, State, and local requirements for BMPs.

8. Compliance with Laws and Regulations:

- a. North Star shall keep employees fully informed of and shall observe and comply with, and shall cause any and all persons employed to observe and comply with, all State, Federal,



County and City, laws, ordinances, regulations, orders, and decrees which in any manner affect the conduct of the work.

9. Drug Free Workplace:

- a. North Star published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibitions.
- b. North Star has established a Drug Free Awareness Program to inform employees about the dangers of drug abuse in the workplace.
- c. North Star's existing policy of maintaining a drug free workplace and the penalties that will be imposed upon employees for drug abuse violations occurring in the workplace. Taking appropriate personnel action against such employee, up to and including termination.

10. Photographs:

- a. North Star will supply the City representative photographs as resulted.
- b. North Star will supply the City representative photographs of any damages that occur to public and or private property or persons.

11. Disposal of Materials:

- a. All debris produced as a result of North Star's operations will be reduced reused, recycled, and/or transformed.
- b. Weight slips or load slips for material removed from the City will be submitted to the City once a month as proof of final disposal to a recycling facility for documenting reuse per AB 939.
- c. Staff operates a fully licensed and permitted Green Waste Transfer & Recycling facility in the County of Riverside and County of Los Angeles.

12. Public Safety/ Traffic Control:

- a. North Star shall furnish, erect, and maintain such lights, barricades, bridges, and other devices as required by the City, State, Federal and County "Public Safety" of the Standard Specifications. Should the City point out the inadequacy of warning devices or should the City approve the location of warning devices, such action shall not relieve North Star of responsibility for public safety, nor abrogate its obligation to furnish and pay for these devices.
- b. All construction signs to be used on the job site and on the approaches to the job site shall conform to those standards set forth by the State of California, Business and Transportation Agency, Department of Transportation, Manual of Traffic Controls, latest edition and WATCH (Work Area Traffic Control Handbook).
- c. Barricades shall be effectively reflectorized by having not less than one-half of the top board of the barricade covered with reflectorized sheeting surface or two 3-inch diameter reflector units. All other types of delineators shall have reflectorized sheeting, other reflective surfacing, or 3-inch unit reflectors.
- d. All warning flashers shall be kept in good working order and each flasher shall have some type of reflective surface.



- e. No material or equipment shall be stored where it will interfere with the safe passage of public traffic, and at the end of each day's work and at other times when landscaping operations are suspended for any reason, North Star shall remove all equipment and other obstructions from that portion of the roadway open for use by the public traffic.
- f. Spillage resulting from hauling operations along or across any public traveled way shall be removed promptly.
- g. Whenever North Star's operations require one-way traffic or create a condition hazardous to the public traffic, staff shall provide and station competent flagmen whose sole duties shall consist of directing the movement traffic through or around the work. Staff shall also furnish such flaggers as are necessary to give adequate warning to traffic or public of any dangerous conditions as included in the various bid items.
- h. Under no circumstances will any City street be closed to thru traffic unless authorized by City official.

13. Customer Service:

- a. In the forefront of providing great customer we have Salvador Covarrubias, who holds a Bachelor's Degree in Consumer Affairs who bring all customer needs to light as he instills the core values of being felt valued and appreciated to all our customers from the public to city staff. North Star believes strong customer service is a foundational pillar to a successful relationship. North Star has highly trained customer service representatives in speaking with the staff on any concerns they might have. All our customer service representatives are very patient and courteous. They have been trained to use the best possible approach to address any concerns or issues that might arise from the staff, administration, City council or the public. At North Star we have customer representatives on the line daily who will answer and respond to any phone or email demands that may arise. At North Star we understand the importance of listening to a resident's complaint while NOT interrupting them while they are always speaking, we are respectful and calm. This will help resolve the issues on hand immediately and efficiently
- b. Our protocol is to have complaints resolved within 24 to 48 hours of the incident. Our representatives are trained to specifically handle and resolve damage to any property, both private and public. North Star has the capability to immediately address and dispatch our incidents representative to the incident site to take the proper measurements and take action right away. All repairs should be acceptable to the City, and the private property/resident.

14. Training

- a. When hired at North Star, our employees go through orientation where they will become aware of dangers that may arise on the job site as well as be given a description and their duties assigned to their role.
- b. In the first 2 week, employees will have on field training where a field manager will be assisting them in learning day to day operations.
- c. Twice a year North Star sends out employees to develop more specialty training from CPR training, Aerial Rescues, and Traffic Control.
- d. Weekly, our Safety Coordinator presents a tail gate meeting where we cover safety topics for our North Star workers to be reminded that do our daily work in the safest manner.



Financial Statement

North Star is prepared to produce these confidential financial documents upon request.

Credit References

Name:	Ford Credit
Contact Information	1(800) 727-7000 P.O. Box 552679 Detroit, MI 48255

Name:	RDO
Contact Information	310-223-2400 1300 Kona Dr Compton, CA 90220

Name:	TD Auto Finance
Contact Information	1(800) 556-8172 P.O. Box 9223 Farmington Hills, MI 48333

Name:	Vermeer
Contact Information	310-223-2400 1300 Kona Dr Compton, CA 90220

Name:	De Lage Landen Financial Services Inc.
Contact Information	1(800) 736-0220 1111 Old Eagle School Road Wayne, PA 19087



Equipment

Motor Vechiles/Equipment

- 10 Pick Up Trucks
- 1 Roll-off Truck
- 3 40 yard Containers
- 2 Arrow boards
- 1 One-ton Dump Truck
- 2 Small Trailers
- 3 25 yard Dump Trucks
- 2 Utility Vechiles

Landscaping Equipment/ Pruning Equipment/ Tools/ Safety Equipment:

- 5 Hedge trimmers- extensions
- 6 Lawn edgers- extensions
- 6 Lawn Mowers
- 3 Exmark Lazer z lawn mowers
- 8 Leaf Blowers
- 12 String Trimmers
- 5 Weed Killer Applicators
- 40 28" Safety cones
- Misc. Safety Equipment (Traffic and Pedestrian Signs)- Gloves, Safety Glasses, Hard Hats, Ear Plugs, Safety Vests, Stop & SLow Hand Signs and Safety Flags

North Star has more than enough equipment and resources to fulfill our contract obligations with the city of Baldwin Park in a very professional manner. In the event more equipment is needed for this project, we will get it from our maintenance facility. We have a major inventory of equipment as mentioned above to fulfill all our other contractual agreements with our other City Clients.



North Star Landscape Uniforms



North Star Landscape

Work History

The following are Four (4) projects similar to this project:

City of Huntington Park

- Landscape Maintenance Services currently under contract for \$277,515 per year. The contract was acquired in 2019. The contract entails us to provide all grounds / landscape maintenance at city parks and listed public facilities, including, but not limited to pruning, trimming, shaping, and training of shrubs and groundcover plants, removing and controlling weeds, controlling plant diseases and pests, mowing lawn, edging lawn and groundcovers, irrigating plant materials, maintaining and repairing irrigation systems, removing trash and debris.
- Daniel Hernandez, Director of Public Works (323)395-1480
- Currently under contract.

City of Montebello

- Landscape Maintenance Services currently not under contract but was contracted for \$140,000 per year. The contract was acquired in 2018. The contract entailed maintenance of all exterior landscaping including, city parks, lawn areas, planters, banks, flower beds, island median strips, irrigation systems adjacent to buildings and in and around parking lots.
- David Sosnowski, Director of Recreation & Community Services (323)887-1200
- Currently not under contract.

City of Maywood

- Landscape Maintenance Services currently under contract for \$117,600 per year. The contract was acquired in 2019. The contract entails maintenance of all exterior landscaping including, city parks, lawn areas, planters, flower beds, irrigation systems, removing trash and debris.
- Abel Hernandez, Public Works Coordinator (323)562-5700
- Currently under contract.

Los Angeles County Habitat Authority

- Landscape Maintenance Services currently under contract for \$55,000. The contract was acquired in 2018. The contract entails removal of weeds, removal of all dead limbs, dead brush and other dead vegetation, removal of rubbish and trash, and trimming of trees so that low hanging limbs do not allow fire transfer from ground fuels to the tree.
- Andrea Gullo, Executive Director (562)945-9003
- Currently under contract.



**Puente Hills
Habitat Preservation Authority**
Endowment Provided by the Puente Hills Landfill



North Star Landscape

References

Reference #1

Name:	Daniel Hernandez
Organization:	City of Huntington Park
Type of Service	Citywide Landscape Maintenance
Contact Information	(323) 395-1480 6900 Bissell St. Huntington Park, CA 90255
Date of Services	01/2019 to Present

Reference #2

Name:	David Sosnowski
Organization:	City of Montebello
Type of Service	Citywide Landscape Maintenance
Contact Information	(323) 887-1200 1600 W Beverly Blvd. Montebello, CA 90640
Date of Services	05/2018 to 09/2020

Reference #3

Name:	Abel Hernandez
Organization:	City of Maywood
Type of Service	Citywide Landscape Maintenance
Contact Information	(323) 562-5700 4319 Slauson Ave. Maywood, CA 90270
Date of Services	06/2019 to Present

Reference #4

Name:	Alvaro Encarnacion
Organization:	City of Huntington Park
Type of Service	Citywide Tree Maintenance
Contact Information	(323) 353-7504 6900 Bissell St. Huntington Park, CA 90255
Date of Services	05/2018 to Present

Reference #5

Name:	Andrea Gullo
Organization:	Los Angeles County Habitat Authority
Type of Service	Weed Abatement
Contact Information	(562) 945-9003 7702 Washington Ave Suite C Whittier, CA 90602
Date of Services	05/2018 to Present





Public Works Department

August 29, 2019

RE: North Star Landcare

To Whom It May Concern:

I am pleased to provide a letter of recommendation for North Star Landcare. North Star has provide excellent customer service and superior tree trimming and tree care services. We value our relationship and continue to develop our tree program.

Recently, Tony Martinez and I started working on updating North Star's database and its integration into our GIS system. This is a clear example of North Star's commitment to our city.

If you have any questions, please don't hesitate to contact me at 323-395-1480

Sincerely,

A handwritten signature in dark ink, appearing to read "Daniel Hernandez", is written over a light blue horizontal line.

Daniel Hernandez,
Director of Public Works





August 27, 2020

RE: North Star Landcare

To Whom It May Concern:

I am pleased to provide this letter of recommendation to Tony Martinez for North Star Landcare. North Star has provided excellent customer service, landscaping maintenance, and tree maintenance services for the City of Maywood. We value the relationship we have forged with North Star thus far as we continue to develop our landscaping and tree maintenance programs with them. We are very satisfied with the company's versatility and efficient communication with our staff.

Recently, Tony Martinez and I have begun working on integrating Maywood's tree data onto North Star's database.

If you have any questions, please do not hesitate to contact me at 323-562-5700

Sincerely,

A handwritten signature in black ink, appearing to read "Abel Hernandez".

Abel Hernandez
Public Works Coordinator
City of Maywood



North Star Landscape

Proposal Schedule

SECTION C PROPOSAL SCHEDULE

PARK & LANDSCAPE MAINTENANCE REQUEST FOR PROPOSAL (RFP) 2020-05 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

SITE	LOCATION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ITEM AMOUNT
Katella median islands	East of the 605 freeway to Walker Street	13,390	LF	\$ 0.45	\$ 6,025.50
Los Alamitos Boulevard median islands	South of Coyote Creek to North of Bradbury Road	9,088	LF	\$ 0.45	\$ 4,089.60
Farquhar Avenue – Southside wall and parkway area	East of Bloomfield Avenue to America Drive	1,847	LF	\$ 0.12	\$ 221.64
Rossmoor Islands	East of Los Alamitos Boulevard to West of Pine Street	420	LF	\$ 0.45	\$ 189.00
Bradbury Islands	East of Los Alamitos Boulevard to West of Pine Street	417	LF	\$ 0.45	\$ 187.65
Los Alamitos Boulevard parkway	west side (Hedwig to Bradbury Road)	59,100	SF	\$ 0.12	\$ 7,092.00
Los Alamitos Boulevard parkway	east side (Harrisburg Road to Orangewood Avenue, Good Sheperd Presbyterian Church to Mobil Gas)	6,240	SF	\$ 0.12	\$ 748.80
Katella Avenue	south side (605 to Polly Pies)	52,272	SF	\$ 0.12	\$ 6,272.64
Farquhar Avenue	south side	8,712	SF	\$ 0.12	\$ 1,045.44
Sterns Park	3871 Farquhar Avenue	4,356	SF	\$ 0.12	\$ 522.72
Soroptimist Park	10822 Pine Street	3,920	SF	\$ 0.12	\$ 470.40
Stansbury Park	3711 Toland Avenue	21,780	SF	\$ 0.12	\$ 2,613.60
Laubordette Park	4401 Howard Avenue	8,712	SF	\$ 0.12	\$ 1,045.44
Little Cottonwood Park	4000 Farquhar Avenue	235,224	SF	\$ 0.12	\$ 28,226.88
Orville Lewis Park	3662 Kempton Drive	47,916	SF	\$ 0.12	\$ 5,749.92
Laurel Park	10915 Bloomfield Street	139,392	SF	\$ 0.12	\$ 16,727.04
Sierra Circle, green belt	Cerritos and Bloomfield	3,039	SF	\$ 0.12	\$ 364.68
City Hall Complex (to include Roberts Park)	3191 Katella Avenue	26,136	SF	\$ 0.12	\$ 3,136.32

Request For Proposal 2020-05
Park & Landscape Maintenance Services 2020
City of Los Alamitos
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North Star Landscape

rear of Community Center)					
Ticonderoga Katella service road	East of Ticonderoga Drive to the west of 5008 Katella Avenue (Potholder Cafe)	873	LF	\$ 0.12	\$ 104.76
Oak Bike Path	Oak Street to Coyote Creek Park	1,016	LF	\$ 0.12	\$ 121.92

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.

Proposal Schedule Total: \$ 84,955.95

Proposal Schedule Total (in word): Eighty-Four Thousand Nine Hundred Fifty-Five Dollars And Ninety-Five Cents

North Star Landscape
Company Name of Proposer

December 17, 2020
Date

Request For Proposal 2020-05
Park & Landscape Maintenance Services 2020
City of Los Alamitos
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North Star Landscape

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 21, 2023

ITEM NUMBER: 10I

To: Mayor Tanya Doby & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Amendment No. 2 with Terra Nova Planning & Research, Inc. for City's General Plan Housing Element Consultation

SUMMARY

This item seeks approval of Amendment No. 2 with Terra Nova Planning & Research, Inc., to continue to provide preparation and consultation for the update on the City's General Plan Housing Element until June 30, 2023 for an amount not to exceed \$15,000. The current Professional Services Agreement (PSA) expired on December 31, 2022.

RECOMMENDATION

Authorize the Mayor to execute Amendment No. 2 with Terra Nova Planning & Research, Inc., in an amount not to exceed \$15,000 and a term expiring June 30, 2023.

BACKGROUND

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

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. Ultimately, the project was awarded to Terra Nova Planning and Research, Inc. in the amount of \$64,940, which was reimbursed by the Local Early Action Planning (LEAP) Grants Program.

In April 2022, City Council approved Amendment No. 1 to provide additional time for the completion of the update to the Housing Element and technical assistance from Terra Nova Planning and Research, Inc., as the City navigates through the final review process with the California Department of Housing and Community Development (HCD).

DISCUSSION

At this time, the implementation of the updated Housing Element is in its final stages of consideration for approval by the City Council and by HCD thereafter. Upon receiving Council's approval of the proposed changes to the Housing Element, Terra Nova Planning and Research, Inc. will continue to provide technical assistance to the City until approval is secured from HCD. It is anticipated that this work will be completed by June 30, 2023.

FISCAL IMPACT

The LEAP Grant Funding provided \$65,000 to assist with the City's update to the General Plan Housing Element. The project has expended its LEAP Grant Funding and amendment No. 2 seeks additional funding of \$15,000 to cover the cost for services through June 30, 2023.

- Attachment:
1. Amendment 2 - Terra Nova Consulting (2023)
 2. Amendment 1 - Terra Nova Consulting (2022)
 3. Professional Services Agreement - Terra Nova Consulting (2021)
 4. Housing Element Status Correspondence

AMENDMENT No. 2 TO PROFESSIONAL SERVICES AGREEMENT
[City of Los Alamitos and Terra Nova Planning & Research, Inc.]

This Amendment No. 2 to Professional Services Agreement (“Second Amendment”) is made and entered into on this 21st day of February, 2023 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 North Star Land Care entered into that certain Professional Services on April 20, 2021, to provide a Housing Element Update through the California Department of Housing and Community Development (HCD) Local Early Action Planning (LEAP) Grants Program (“Agreement”), which is incorporated herein by this reference.

B. City and Firm entered into Amendment No. 1 to the Agreement (“First Amendment”) on April 18, 2022, extending the Agreement term through December 31, 2022, while increasing the contract amount not to exceed amount of Eighty-One-Thousand-Five-Hundred-Ninety Dollars (\$81,590).

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

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

1. Section 2.1 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 the Maximum Contract Amount of Ninety-six thousand five hundred and ninety dollars (\$96,590). The maximum amount of the City’s payment obligation under this Agreement is the amount specified in this section.

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

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 until June 30, 2023, unless extended by mutual written agreement of the Parties.

3. Scope of Services. The letter from Terra Nova Planning & Research, Inc., dated February 2, 2023, re Housing Element Status attached to this Second Amendment as Exhibit “A” is hereby appended to and made a part of and an addendum to the Agreement’s Scope of Services.

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

5. The persons executing this Second Amendment on behalf of the Parties hereto warrant that they are duly authorized to execute this Second Amendment on behalf of said Parties and that by so executing the Parties are formally bound to the provisions of this Second 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: _____
Tanya Doby
Mayor

APPROVED AS TO FORM.

ATTEST:

Woodruff, Spradlin & Smart, APC

By: _____
Michael S. Daudt
City Attorney

By: _____
Windmera Quintanar, MMC
City Clerk

“Firm”

Terra Nova Planning & Research, Inc.

By: _____
John D. Criste
President
jcriste@terranovalplanning.com

By: _____
Nicole Sauviat Criste
Vice President
ncriste@terranovalplanning.com

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

DocuSigned by:
By: Shelley Hasselbrink
AF57F11DE7A146D... 5/4/2022
Shelley Hasselbrink
Mayor

APPROVED AS TO FORM.

ATTEST:

Woodruff, Spradlin & Smart, APC

DocuSigned by:
By: Michael S. Daudt
D2A022E0E4DF418... 5/4/2022
Michael S. Daudt
City Attorney

DocuSigned by:
By: Windmera Quintanar
54BCC28B4CA8409... 5/4/2022
Windmera Quintanar, MMC
City Clerk

“Firm”

Terra Nova Planning & Research, Inc.

DocuSigned by:
By: JOHN D CRISTE
524B9AF2530F497... 5/4/2022
John D. Criste
President
jcriste@terranovaplanning.com

DocuSigned by:
By: Nicole Sauviat Criste, Vice President
26E1E1B039B1441... 5/4/2022
Nicole Sauviat Criste
Vice President
ncriste@terranovaplanning.com

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.

HCD LEAP Grants Program

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.

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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

City of Los Alamitos

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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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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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
7ABEE91E5DCA4FE...
Mark A. Chirco 4/28/2021
Mayor

APPROVED AS TO FORM.

ATTEST:

Woodruff, Spradlin & Smart, APC

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
524B9AF2530F437...
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:

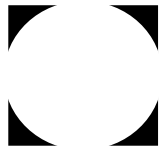
Terra Nova Staff	Hourly Rate
Principal Planner	\$ 195.00
Senior Planner	\$ 160.00
Associate Planner	\$ 140.00
Assistant Planner	\$ 115.00
Graphic Design Specialist	\$ 65.00
Administrative Assistant	\$ 45.00
REIMBURSABLES	
Photo Copies	
(8.5" X 11" BW)	\$ 0.15 ea.
(8.5" X 11" Color)	\$ 0.30 ea.
(11" X 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



February 2, 2023

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

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 received conditional approval from the Department of Housing and Community Development (HCD), pending re-adoption by the City Council. If the Council takes action this month, we will then resubmit to HCD, and would receive final HCD approval on or about June 30, 2023.

The HCD approval is contingent on our also providing them with the rezoning Ordinance when we resubmit. So assuming that both items proceed to Council together, the timeline above should remain consistent.

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

Sincerely,

Nicole Sauviat Criste
Principal

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 21, 2023

ITEM NUMBER: 10J

To: Mayor Tanya Doby & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Lease Agreement with The Institute of Electrical and Electronic Engineers for Warehouse Space

SUMMARY

This item seeks authorization for a three (3) year lease agreement between the City of Los Alamitos and The Electrical and Electronic Engineers for warehouse space at 10662 Los Vaqueros Circle for \$12,000 per month.

RECOMMENDATION

Authorize the Mayor to execute a three (3) year lease agreement with The Institute of Electrical and Electronic Engineers for the use of warehouse space located at 10662 Los Vaqueros Circle in an amount not to exceed \$453,960.

BACKGROUND

The City is in need of warehouse space as current facilities are insufficient to properly house equipment and vehicles. Various locations around the City were explored. 10662 Los Vaqueros Circle is being recommended. The site has approximately 8,000 sq. ft. of warehouse space and an adjoining approximate 8,000 sq. ft. outdoor parking space.

DISCUSSION

The Los Alamitos Civic Center sits on 1.39 acres and includes the Council Chamber, City Hall, the Police Department, Public Works' garages, and parking spaces for public, employees, and City vehicles. The current space is inadequate to house all the City's supplies, equipment, and vehicles. Staff sought out various locations in Los Alamitos and determined that 10662 Los Vaqueros Circle was the best choice for the City's needs. The site will include approximately 8,000 sq. ft. of indoor warehouse space and approximately 8,000 sq. ft. of parking/outdoor space.

The indoor warehouse space is split up into four garage stalls. The goal is to have one stall that will house Police equipment, one stall containing Recreation & Community Services equipment, and two stalls going to Development Services for storage needs. The parking/outdoor area will house the City's waste containers, vehicles, and equipment (i.e. the stage, traffic equipment, trailers, message boards, light towers, etc.) This will free up the Civic Center for parking of vehicles and open up office space for new offices and additional locker room space.

FISCAL IMPACT

The proposed lease agreement is for a period of three years from March 1, 2023 to February 28, 2026. The initial total due upon execution of the lease agreement is \$24,000, which includes a security deposit of \$12,000 and first month rent of \$12,000. The base monthly rent due at the beginning of each month will be \$12,000 for an annual first year total cost of \$144,000.

Each year, the base monthly rent will increase by five (5) percent. The second year's monthly rent will be \$12,600 and the third year's monthly rent will be \$13,230. The total three-year agreement cost for leasing of the warehouse space will be \$453,960. If approved, the FY 22-23 budget and upcoming fiscal year budgets will be revised to incorporate the added costs and be expended out of the non-departmental fund.

Sufficient funding of \$60,000 for the first year is available in FY2022-23. Future years will be incorporated into the budget.

Attachment: 1. Los Vaquaros Warehouse Lease Agreement

STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE - GROSS

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("Lease"), dated for reference purposes only January 12, 2023, is made by and between The Institute of Electrical and Electronics Engineers ("Lessor") and The City of Los Alamitos ("Lessee"), (collectively the "Parties", or individually a "Party").

1.2(a) **Premises:** That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, unit/suite, city, state, zip): 10662 Los Vaqueros Circle, Los Alamitos, CA 90720 ("Premises"). The Premises are located in the County of Orange, and are generally described as (describe briefly the nature of the Premises and the "Project"): approximately 8,000 SF warehouse portion located in 10662 Los Vaqueros Circle. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to any utility raceways of the building containing the Premises ("Building") and to the Common Areas (as defined in Paragraph 2.7 below), but shall not have any rights to the roof, or exterior walls of the Building or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "Project." (See also Paragraph 2)

1.2(b) **Parking:** 2 / 1,000 unreserved vehicle parking spaces. (See also Paragraph 2.6)

1.3 **Term:** three (3) years and 0 months ("Original Term") commencing March 1, 2023 ("Commencement Date") and ending February 28, 2026 ("Expiration Date"). (See also Paragraph 3)

~~1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3)~~

1.5 **Base Rent:** \$12,000.00 per month ("Base Rent"), payable on the 1st day of each month commencing March 1, 2023. (See also Paragraph 4)

☒ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 52.

~~1.6 **Lessee's Share of Common Area Operating Expenses:** percent (%) ("Lessee's Share"). In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.~~

1.7 Base Rent and Other Monies Paid Upon Execution:

(a) **Base Rent:** \$12,000.00 for the period March 1, 2023 - March 31, 2023.

~~(b) **Common Area Operating Expenses:** The current estimate for the period is .~~

(c) **Security Deposit:** \$12,000.00 ("Security Deposit"). (See also Paragraph 5)

~~(d) **Other:** for .~~

(e) **Total Due Upon Execution of this Lease:** \$24,000.00.

1.8 **Agreed Use:** warehouse use for storing equipment for the City of Los Alamitos and the police department. (See also Paragraph 6)

1.9 **Insuring Party.** Lessor is the "Insuring Party". (See also Paragraph 8)

1.10 **Real Estate Brokers.** (See also Paragraphs 15 and 25)

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("Broker(s)") and/or their agents ("Agent(s)"): Lessor's Brokerage Firm Lee & Associates Commercial Real Estate Services, Inc. - South Bay dba Lee & Associates Los Angeles- Long Beach, Inc. License No. 01069854 is the broker of (check one): ☐ the Lessor; or ☒ both the Lessee and Lessor (dual agent).

Lessor's Agent Shaun McCullough License No. 01380928 is (check one): ☐ the Lessor's Agent (salesperson or broker associate); or ☒ both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm Lee & Associates Commercial Real Estate Services, Inc., - South Bay dba Lee & Associates Los Angeles - Long Beach, Inc. License No. 01069854 is the broker of (check one): ☐ the Lessee; or ☒ both the Lessee and Lessor (dual agent).

Lessee's Agent Shaun McCullough License No. 01380928 is (check one): ☐ the Lessee's Agent (salesperson or broker associate); or ☒ both the Lessee's Agent and the Lessor's Agent (dual agent).

~~(b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of or Of 4 % of the total Base Rent) for the brokerage services rendered by the Brokers.~~

~~1.11 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by ("Guarantor"). (See also Paragraph 37)~~

1.12 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

- ☒ an Addendum consisting of Paragraphs 50 through 53;
- ☐ a site plan depicting the Premises;
- ☐ a site plan depicting the Project;
- ☐ a current set of the Rules and Regulations for the Project;
- ☐ a current set of the Rules and Regulations adopted by the owners' association;

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☐ a Work Letter;
☐ other (specify): _____.

2. Premises.

2.1 Letting. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 Condition. Lessor shall deliver that portion of the Premises contained within the Building ("Unit") to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("Start Date"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("HVAC"), loading doors, sump pumps, if any, and all other such elements in the Unit, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Unit. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls - see Paragraph 7). Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 Compliance. Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("Applicable Requirements") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Unit, Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("Capital Expenditure"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 Acknowledgements. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises; (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use; (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises; (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor; (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein; and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 Lessee as Prior Owner/Occupant. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

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2.6 **Vehicle Parking.** Lessee shall be entitled to use the number of Parking Spaces specified in Paragraph 1.2(b) on those portions of the Common Areas designated from time to time by Lessor for parking. Lessee shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called "**Permitted Size Vehicles.**" Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:

- (a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.
- (b) Lessee shall not service or store any vehicles in the Common Areas.
- (c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.7 **Common Areas - Definition.** The term "**Common Areas**" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Unit that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roofs, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights.** Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations.** Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations ("**Rules and Regulations**") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes.** Lessor shall have the right, in Lessor's sole discretion, from time to time:

- (a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;
- (b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;
- (c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;
- (d) To add additional buildings and improvements to the Common Areas;
- (e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and
- (f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. Term.

3.1 **Term.** The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

~~3.2 **Early Possession.** Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.~~

3.3 **Delay In Possession.** Lessor agrees to use commercially reasonable efforts to deliver exclusive possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance.** Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

~~4.2 **Common Area Operating Expenses.** Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share (as specified in Paragraph 1.6) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:~~

- ~~(a) The following costs relating to the ownership and operation of the Project are defined as "**Common Area Operating Expenses**":~~
- ~~(i) Costs relating to the operation, repair and maintenance, in neat, clean, good order and condition, but not the replacement (see subparagraph~~

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~~(e)), of the following:~~

~~(aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, exterior walls of the buildings, building systems and roof drainage systems.~~

~~(bb) Exterior signs and any tenant directories.~~

~~(cc) Any fire sprinkler systems.~~

~~(dd) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.~~

~~(ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately metered.~~

~~(iii) The cost of trash disposal, pest control services, property management, security services, owners' association dues and fees, the cost to repaint the exterior of any structures and the cost of any environmental inspections.~~

~~(iv) Reserves set aside for maintenance and repair of Common Areas and Common Area equipment.~~

~~(v) Any increase above the Base Real Property Taxes (as defined in Paragraph 10).~~

~~(vi) Any "Insurance Cost Increase" (as defined in Paragraph 8).~~

~~(vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.~~

~~(viii) Auditors', accountants' and attorneys' fees and costs related to the operation, maintenance, repair and replacement of the Project.~~

~~(ix) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month. Lessee shall pay interest on the unamortized balance but may prepay its obligation at any time.~~

~~(x) The cost of any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.~~

~~(b) Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Unit, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Unit, Building, or other building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.~~

~~(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.~~

~~(d) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.~~

~~(e) Common Area Operating Expenses shall not include the cost of replacing equipment or capital components such as the roof, foundations, exterior walls or Common Area capital improvements, such as the parking lot paving, elevators, fences that have a useful life for accounting purposes of 5 years or more.~~

~~(f) Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.~~

4.3 Payment. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any statement or invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent ~~and Common Area Operating Expenses~~, and any remaining amount to any other outstanding charges or costs.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use.

6.1 Use. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or

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causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the Building or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Project. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 Hazardous Substances.

(a) **Reportable Uses Require Consent.** The term "Hazardous Substance" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises; (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank; (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, **Lessee's employees, contractors or invitees**, **or any third party** (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which are suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to the Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i)

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any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 Inspection; Compliance. Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 Lessee's Obligations.

(a) **In General.** Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

(b) **Service Contracts.** Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, and (iii) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform.** If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement.** Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e. 1/144th of the cost per month). Lessee shall pay interest on the unamortized balance but may prepay its obligation at any time.

7.2 Lessor's Obligations. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), ~~4.2 (Common Area Operating Expenses)~~, 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, ~~subject to reimbursement pursuant to Paragraph 4.2~~, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area ~~Operating Expense pursuant to Paragraph 4.2~~. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises.

7.3 Utility Installations; Trade Fixtures; Alterations.

(a) **Definitions.** The term "Utility Installations" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "Trade Fixtures" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "Lessee Owned Alterations and/or Utility Installations" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor ~~chosen and/or~~ approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on

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the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 Ownership; Removal; Surrender; and Restoration.

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 ~~Payment of Premium Increases.~~

~~(a) As used herein, the term "Insurance Cost Increase" is defined as any increase in the actual cost of the insurance applicable to the Building and/or the Project and required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), over and above the Base Premium, as hereinafter defined, calculated on an annual basis. Insurance Cost Increase shall include, but not be limited to, requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. The term Insurance Cost Increase shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. The "Base Premium" shall be the annual premium applicable to the 12 month period immediately preceding the Start Date. If, however, the Project was not insured for the entirety of such 12 month period, then the Base Premium shall be the lowest annual premium reasonably obtainable for the Required Insurance as of the Start Date, assuming the most nominal use possible of the Building. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of \$2,000,000 procured under Paragraph 8.2(b).~~

~~(b) Lessee shall pay any Insurance Cost Increase to Lessor pursuant to Paragraph 4.2. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.~~

8.2 Liability Insurance.

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only. **For any of Lessee's owned, non-owned, and hired vehicles that are on or stored on the premises, automobile insurance with a limit for bodily injury and property damage of not less than \$1,000,000 each occurrence is required.**

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 Property Insurance - Building, Improvements and Rental Value.

(a) **Building and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$5,000 per occurrence.

(b) **Rental Value.** Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an

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agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements.** Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.**

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

~~(b) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.~~

(c) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies.** Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity.** Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability.** Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: ~~(i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places;~~ (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project; or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. **Damage or Destruction.**

9.1 **Definitions.**

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

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(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 Partial Damage - Insured Loss. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is \$10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 Partial Damage - Uninsured Loss. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 Total Destruction. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 Damage Near End of Term. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 Abatement of Rent; Lessee's Remedies.

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 Termination; Advance Payments. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 Definitions.

(a) **"Real Property Taxes."** As used herein, the term **"Real Property Taxes"** shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. The term **"Real Property Taxes"** shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project; (ii) a change in the improvements thereon; and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

(b) **"Base Real Property Taxes."** As used herein, the term **"Base Real Property Taxes"** shall be the amount of Real Property Taxes, which are assessed

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against the Project, during the entire calendar year in which the Lease is executed.

10.2 Payment of Taxes. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, ~~and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.~~

10.3 Additional Improvements. Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other tenants or by Lessor for the exclusive enjoyment of such other Tenants. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 Joint Assessment. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 Personal Property Taxes. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services.

~~11.1 Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.~~

~~11.2 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.~~

12. Assignment and Subletting.

12.1 Lessor's Consent Required.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "Net Worth of Lessee" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a non-curable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a non-curable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or pay phone shall not constitute a subletting.

12.2 Terms and Conditions Applicable to Assignment and Subletting.

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation

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herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 Additional Terms and Conditions Applicable to Subletting. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 Default; Breach. A "Default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; the vacating of the Premises prior to the expiration or termination of this Lease without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism; or failure to deliver to Lessor exclusive possession of the entire Premises in accordance herewith prior to the expiration or termination of this Lease.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 Remedies. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination;

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(ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 Inducement Recapture. Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 Late Charges. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 Interest. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 Breach by Lessor.

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Unit, or more than 25% of the parking spaces is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. Brokerage Fees.

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15.1 Additional Commission. In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.

15.2 Assumption of Obligations. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 Representations and Indemnities of Broker Relationships. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 Notice Requirements. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 Date of Notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email

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shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 Options. Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) Lessor's Agent. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: To the Lessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) Lessee's Agent. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. To the Lessee: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) Agent Representing Both Lessor and Lessee. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent being 150% of the Base Rent payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises

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are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

30. Subordination; Attornment; Non-Disturbance.

30.1 Subordination. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 Attornment. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 Non-Disturbance. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 Self-Executing. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 Execution. The Guarantors, if any, shall each execute a guaranty in the form most recently published by AIR CRE.

37.2 Default. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its

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board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any option, as defined below, then the following provisions shall apply.

39.1 Definition. "Option" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 Options Personal To Original Lessee. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 Multiple Options. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 Effect of Default on Options.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

41. Reservations. Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary; (ii) to cause the recordation of parcel maps and restrictions; and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. Offer. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

48. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☒ is not attached to this Lease.

49. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☒ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and

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determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

- 1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.**
- 2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.**

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____

On: _____

By LESSOR:

The Institute of Electrical and Electronics Engineers

By: _____

Name Printed: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

By: _____

Name Printed: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Address: _____

Federal ID No.: _____

BROKER

Lee & Associates Commercial Real Estate Services, Inc.
- South Bay dba Lee & Associates Los Angeles- Long
Beach, Inc.

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Executed at: _____

On: _____

By LESSEE:

The City of Los Alamitos

By: _____

Name Printed: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

By: _____

Name Printed: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Address: _____

Federal ID No.: _____

BROKER

Lee & Associates Commercial Real Estate Services, Inc.,
- South Bay dba Lee & Associates Los Angeles - Long
Beach, Inc.

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Attn: [Shaun McCullough](#)
Title: [Principal](#)

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[Long Beach, CA 90815](#)
Phone: [562-354-2500](#)
Fax: [562-354-2501](#)
Email: smccullough@leelalb.com
Federal ID No.: [33-0381802](#)
Broker DRE License #: [01069854](#)
Agent DRE License #: [01380928](#)

Attn: [Shaun McCullough](#)
Title: [Principal](#)

Address: [5000 E Spring Street, Suite 600](#)
[Long Beach, CA 90815](#)
Phone: [562-354-250](#)
Fax: [0562-354-2501](#)
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Federal ID No.: [33-0381802](#)
Broker DRE License #: [01069854](#)
Agent DRE License #: [01380928](#)

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OPTION(S) TO EXTEND TERM STANDARD LEASE ADDENDUM

Dated: January 12, 2023

By and Between

Lessor: The Institute of Electrical and Electronics Engineers

Lessee: The City of Los Alamitos

Property Address: 10662 Los Vaqueros Circle, Los Alamitos, CA 90720
(street address, city, state, zip)

Paragraph: 50 **OPTION(S) TO EXTEND TERM.** Subject to the terms, conditions and provisions of Paragraph 39, Lessor grants Lessee two (2) option(s) to extend the term of the Lease ("**Extension Option(s)**"), with each Extension Option being for a term of thirty-six (36) months, commencing when the prior term expires ("**Option Term(s)**"). In order to exercise an Extension Option, Lessee must give written notice of such election to Lessor and Lessor must receive such notice at least three (3) but not more than six (6) months prior to the date that the applicable Option Term would commence, time being of the essence. If timely and proper notification of the exercise of an Extension Option is not given by Lessee and/or received by Lessor, such Extension Option shall automatically expire. Except as specifically modified, the terms, conditions and provisions of the Lease shall apply during Option Terms but the amount of Rent during Option Terms shall be established by using the method(s) selected below (*check method(s) to be used and fill in appropriately*):

☐ **~~I. Consumer Price Index.~~**

~~(a) During the Option Term(s) which start(s) on _____, the monthly Base Rent shall be increased on _____ and every _____ months thereafter during such Option Term(s) ("**Option Term CPI Increase Date(s)**") commensurate with the increase in the Option Term CPI (as herein defined) determined as follows: the monthly Base Rent scheduled for the month immediately preceding the first occurring Option Term CPI Increase Date shall be multiplied by a fraction the denominator of which is the Option Term Base CPI (as herein defined), and the numerator of which is the Option Term Comparison CPI (as herein defined). The amount so calculated shall constitute the new Base Rent until the next Option Term CPI Increase Date during the applicable Option Term, but in no event shall any such new Base Rent be less than the Base Rent for the month immediately preceding the applicable Option Term CPI Increase Date.~~

~~(b) The term "**Option Term CPI**" shall mean the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for (select one): ☐ CPI W (Urban Wage Earners and Clerical Workers) or ☐ CPI U (All Urban Consumers), for (fill in Urban Area): _____ or ☐ the area in which the Premises is located, All Items (1982-1984 = 100). The term "**Option Term Comparison CPI**" shall mean the CPI of the calendar month which is 2 full months prior to the applicable Option Term CPI Increase Date. The term "**Option Term Base CPI**" shall mean the CPI of the calendar month which is 2 full months prior to (select one): ☐ Commencement Date of the Original Term, ☐ start of the applicable Option Term, or ☐ (fill in month) _____.~~

~~(c) If compilation and/or publication of the CPI is transferred to another governmental department, bureau or agency or is discontinued, then instead the index most nearly the same as the CPI shall be used to calculate the Base Rent increases hereunder. If the Parties cannot agree on such alternative index, then the matter shall be submitted for decision to the American Arbitration Association in accordance with the then rules of said association and the decision of the arbitrators shall be binding upon the parties, with the cost of such arbitration being paid equally by the Parties.~~

☐ **~~II. Fixed Percentage.~~** During the Option Term(s) which start(s) on _____, the monthly Base Rent shall be increased on _____ and every _____ months thereafter during such Option Term(s) ("**Option Term Percentage Increase Date(s)**") by _____ percent (_____%) of the monthly Base Rent scheduled to be paid for the month immediately preceding the applicable Option Term Percentage Increase Date.

☐ **III. Fair Market Value.**

(a) During the Option Term(s) which start(s) on 37 months after the initial Lease Term, the amount of Rent shall be the amount forecasted to be the fair market rental value of the Premises during such Option Term established pursuant to the procedures, terms, assumptions and conditions set forth herein ("**Fair Market Value**"); provided, however, regardless of such Fair Market Value, Base Rent during an Option Term shall not be less than the Base Rent scheduled as of when the prior term expires. Starting as of Lessee's exercise of the applicable Extension Option (but not earlier than six (6) months before start of the applicable Option Term), the Parties shall for thirty (30) days ("**Negotiation Period**") attempt to agree upon the Fair Market Value. If during the Negotiation Period the Parties do not agree on the Fair Market Value, then the Fair Market Value shall be established pursuant to the procedures set forth herein, which shall be binding.

(b) Each Party shall, within fifteen (15) days after the end of the Negotiation Period, in writing submit to the other Party such Party's determination of the Fair Market Value ("**Submitted Value(s)**"). If a Party fails to timely provide a Submitted Value, then the other Party's Submitted Value shall be the Fair Market Value. If both Parties timely provide Submitted Values, then each Party shall, within fifteen (15) days after both Parties have exchanged Submitted Values, in writing notify the other Party of such Party's selected arbitrator who shall meet the qualifications set forth herein ("**Advocate Arbitrator(s)**"). Lessor and Lessee may select an Advocate Arbitrator who is favorable to such Party's position and may, prior to or after appointment of an Advocate Arbitrator, consult with such Party's Advocate Arbitrator. If a Party fails to timely and properly provide notice of such Party's chosen Advocate Arbitrator, then the other Party's Submitted Value shall be the Fair Market Value.

(c) If both Parties timely and properly designate Advocate Arbitrators, then such Advocate Arbitrators shall, within fifteen (15) days after their selection, choose a third (3rd) neutral arbitrator who shall meet the qualifications set forth herein ("**Neutral Arbitrator**"). The Neutral Arbitrator shall be engaged jointly by Lessor and Lessee. If Advocate Arbitrators fail to agree upon and timely appoint a Neutral Arbitrator, then the President of AIR CRE shall appoint such Neutral Arbitrator within fifteen (15) days after request by either Party. If the President of AIR CRE does not timely appoint the Neutral Arbitrator, then either Party may file an appropriate legal action for a judge with competent jurisdiction over the Parties to appoint the Neutral Arbitrator.

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(d) The Advocate Arbitrators and the Neutral Arbitrator ("Arbitrator(s)") shall be duly licensed real estate brokers or salespersons in good standing in the state in which the Premises is located, shall have been active over the five (5) year period before their appointment in the leasing of properties similar to the Premises within the general real estate market of the Premises. The Neutral Arbitrator shall additionally not be related to or affiliated with either Party or Advocate Arbitrator, and shall not have previously represented in a real estate transaction a Party or anyone related to or affiliated with a Party. All matters to be determined by the Arbitrators shall be decided by a majority vote of the Arbitrators, with each Arbitrator having one (1) vote. The Arbitrators may, as the Arbitrators determine, hold hearings and require briefs, including market data and additional information.

(e) Within thirty (30) days after selection of the Neutral Arbitrator, the three Arbitrators shall first reach a decision as to their own independent opinion of the Fair Market Value established by taking into account the terms, assumptions and conditions set forth herein ("Arbitrators' Market Value"), then decide which Party's Submitted Value is closer in monetary amount to the Arbitrators' Market Value ("Selected Market Value"), then provide the Parties a copy of the Arbitrators' Market Value and finally notify the Parties of the Selected Market Value. The Selected Market Value shall be the Fair Market Value. The Arbitrators shall have no right to decide a Selected Market Value which is a compromise to (or modification of) the Submitted Values. The decision of the Arbitrators shall be binding upon the Parties. The Party whose Submitted Value is not the Selected Market Value shall, within ten (10) days after the Arbitrators decide the Selected Market Value, pay the fees and costs of all three (3) Arbitrators.

(f) If the Fair Market Value has not been established before the start of the applicable Option Term, then Lessee shall continue to pay to Lessor rent in the amount payable for the month immediately preceding the start of such Option Term and Lessor's acceptance of such rent shall not waive, adversely affect or prejudice the Parties' right to complete establishment of the Fair Market Value or Lessor's right to collect the full amount of the Fair Market Value once the Fair Market Value is established. Lessee shall, within ten (10) days after establishment of the Fair Market Value, pay to Lessor any deficiency in rent then due for the Option Term. Following establishment of Fair Market Value, the Parties shall, within ten (10) days after request by either Party, sign an amendment to this Lease to confirm the Fair Market Value and the expiration date of this Lease, but the Parties' failure to request or to sign such an amendment shall not affect establishment of the Fair Market Value or extension of the Lease term.

(g) The Arbitrators, in deciding the Arbitrators' Market Value, shall take into account rent rates, rent abatements, periodic rent increases, real property taxes, insurance premiums and other operating expenses, tenant improvement and other applicable allowances, building services, length of lease term and other factors professional real estate brokers and/or appraisers customarily consider in determining fair market rent of property in an arm's length transaction by ready, willing and able parties for space of comparable location, size, age, condition, quality, parking, visibility, view, signage and accessibility if the Premises were marketed in a normal and customary manner for a reasonable length of time on the open market to be leased to a tenant with financial strength and credit worthiness comparable to Lessee and guarantors (if any) of this Lease (as of Lessee's exercise of the Extension Option) for a term comparable to the length of the applicable Option Term and used for the Agreed Use (or other reasonably comparable uses). The Arbitrators, in deciding the Arbitrators' Market Value, shall not consider as a comparable transaction any of the following: a sublease, lease assignment, lease renewal or extension; lease with a tenant that has equity, is related to or affiliated with the landlord; or a lease of space that was subject to a right of first refusal, right of first offer, expansion option or other encumbrances. The Arbitrators, in deciding the Arbitrators' Market Value, shall reduce the Fair Market Value on account of Alterations and improvements made by Lessee to the extent the cost thereof was paid solely by Lessee (in excess of any applicable improvement allowance, abated rent in lieu of improvement allowance or other consideration provided by Lessor for Lessee's improvement of the Premises), shall not reduce the Fair Market Value on account of any real estate brokerage commission savings by Lessor, and shall not reduce the Fair Market Value on account of deferred maintenance or repair of the Premises for which Lessee was responsible under the Lease but did not perform.

☐ ~~IV. Fixed Rental Adjustment(s) ("FRA").~~

~~The monthly Base Rent shall be increased to the following amounts on the dates set forth below:~~

~~On (fill in FRA Adjustment Date(s)):~~

~~The new Base Rent shall be:~~

~~_____

_____~~

~~_____

_____~~

☐ ~~V. Continuation of Original Term Adjustments.~~

~~The monthly Base Rent during the Option Term(s) which start(s) on _____ shall be increased in accordance with the same formula provided in the Lease to be used to calculate increases in the Base Rent during the Original Term of the Lease.~~

BROKER'S FEE: For each adjustment in Base Rent specified above, the Brokers shall be paid a Brokerage Fee in accordance with paragraph 15 of the Lease or if applicable, paragraph 9 of the Sublease.

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ADDENDUM TO LEASE

Date: January 12, 2023

By and Between

Lessor: The Institute of Electrical and Electronics Engineers

Lessee: The City of Los Alamitos

Property Address: 10662 Los Vaqueros Circle, Los Alamitos, CA 90720
(street address, city, state, zip)

Paragraph: 51 - 53

In the event of any conflict between the provisions of this Addendum and the printed provisions of the Lease, this Addendum shall control.

51. This Standard Multi-Tenant Office Lease-Gross, has been prepared by Lee & Associates Commercial Real Estate Services, Inc. - South Bay dba Lee & Associates Los Angeles - Long Beach, Inc. at the request of Lessor and Lessee. This Lessor and Lessee agree to indemnify and hold harmless Lee & Associates Commercial Real Estate Services, Inc. - South Bay dba Lee & Associates Los Angeles - Long Beach, Inc. , its respective Agents and Employees, for any Liability of Loss, including without limitation, Attorney fees and costs that may be occasioned as a result of completing this Standard Multi-Tenant Office Lease-Gross. Lessor and Lessee acknowledge being advised by Lee & Associates Commercial Real Estate Services, Inc. - South Bay dba Lee & Associates Los Angeles - Long Beach, Inc. to have this Standard Multi-Tenant Office Lease-Gross reviewed by their respective Attorneys, Accountants, or Insurance Agents for professional advice. The information contained herein has been obtained from sources believed reliable, but not guaranteed. While we do not doubt its accuracy, we have not verified it and make no guarantee, warranty or representation about it. Any projections, opinions, assumptions or estimates used are for example only and do not represent the current or future performance of the property. Lessee should conduct a careful, independent investigation of the property during their due diligence to determine to their satisfaction the accuracy and completeness of the information contained herein.

52. Base Rent shall increase five percent (5%) per annum on each anniversary date.

53. Lessee to take possession of the premises in an "As-Is" condition.

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salesperson and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation. Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

Lessee: Name Printed: _____, Title: _____, Company Name: City of Los Alamitos

☐ Buyer ☐ Seller ☐ Lessor ☒ Lessee **X** Date: _____

☐ Buyer ☐ Seller ☐ Lessor ☐ Lessee _____ Date: _____

Agent: Lee & Associates Commercial Real Estate Services Inc. - South Bay dba Lee & Associates Los Angeles - Long Beach, Inc. DRE Lic. #: 01069854
Real Estate Broker (Firm)

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By: Shaun McCullough, Principal DRE Lic. #: 01380928 Date: _____
(Salesperson or Broker-Associate)

THIS FORM HAS BEEN PREPARED BY AIR CRE. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM FOR ANY SPECIFIC TRANSACTION. PLEASE SEEK LEGAL COUNSEL AS TO THE APPROPRIATENESS OF THIS FORM.

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**DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)**

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobile home, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multi-unit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobile home as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(m)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(n)** "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: **(a)** The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

(c) CONFIRMATION: The following agency relationships are confirmed for this transaction.

Seller's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number _____

Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)

Seller's Agent DO NOT COMPLETE. SAMPLE ONLY License Number _____

Is (check one): ☐ the Seller's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)

Buyer's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number _____

Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)

Buyer's Agent DO NOT COMPLETE. SAMPLE ONLY License Number _____

Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289, 2017-18 California Legislative session)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically

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prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** “Confidential information” means facts relating to the client’s financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller’s agent from also being a buyer’s agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender’s approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 21, 2023

ITEM NUMBER: 10K

To: Mayor Tanya Doby & Members of the City Council

Presented By: Ron Noda, Development Services Director

**Subject: Resolution No. 2023-08 - Beverage Container Recycling City/County
Payment Program Funding**

SUMMARY

This item requests Council's approval of a resolution concerning the City's participation in Fiscal Year (FY) 2022-2023 California's Department of Resources Recycling and Recovery (CalRecycle) Beverage Container Recycling City/County Payment Program. This program intends to aid in achieving and sustaining high recycling rates throughout the state of California.

RECOMMENDATION

1. Adopt Resolution No. 2023-08, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING THE CITY'S PARTICIPATION IN CALRECYCLE'S BEVERAGE CONTAINER RECYCLING CITY/COUNTY PROGRAM DISTRIBUTION INTENDED TO AID ACHIEVING AND SUSTAINING HIGH RECYCLING RATES"; and,
2. Authorize the City Manager to execute all Beverage Container Recycling Program documents concerning beverage container recycling program funds distributed.

BACKGROUND

The California Department of Resources and Recovery (CalRecycle) administers a program to provide grant opportunities for beverage container recycling. One of the main goals of this program is to reach and maintain an 80 percent recycling rate for all California refund value beverage containers. In this case, CalRecycle will administer and disperse funding to participating jurisdictions, in an effort to help offset specific costs associated with the state's recycling and waste management programs.

Via Senate Bill (SB) 1383, the State of California has emphasized the requirement for recycling of all waste generators, including residential, multi-family and commercial properties. Passed in 2016 and effective on January 1, 2022, SB 1383 is the most significant waste reduction mandate to be adopted in California in the last 30 years. SB 1383 requires the state to reduce organic waste (food waste, green waste, paper products, etc.) disposal by 75% by 2025.

DISCUSSION

The City of Los Alamitos has previously applied for CalRecycle's Beverage Container

Recycling City/County Payment Program the last two years and received \$5,000 each year. The funding received has been utilized to offset costs for a waste/ recycling consultant, Mike Balliet Consulting, for technical assistance and site visits, along with the development of educational outreach materials. If received, the grant will continue to fund these efforts. The program does not require a funding match from the City.

FISCAL IMPACT

None.

Attachment: 1. Resolution No. 2023-08 - CalRecycle Beverage Container Program

RESOLUTION NO. 2023-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING THE CITY'S PARTICIPATION IN CALRECYCLE'S BEVERAGE CONTAINER RECYCLING CITY/COUNTY PROGRAM DISTRIBUTION INTENDED TO AID ACHIEVING AND SUSTAINING HIGH RECYCLING RATES

WHEREAS, pursuant to Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions; and,

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment programs; and,

WHEREAS, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

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. Any and all funding awards made through the Beverage Container Recycling City/County Payment Program distributed by the California Department of Resources Recycling and Recovery (CalRecycle) are hereby accepted, and staff is directed to submit an application requesting these funds, to CalRecycle.

SECTION 3. The City Manager and/or his/her designee(s) is hereby authorized to execute on behalf of the City of Los Alamitos the applications, the Standard Agreements, any amendments, and all other documents required by the Beverage Container Recycling City/County Payment Program for disbursement of funding pertaining to Fiscal Year (FY) 2022-2023.

SECTION 4. The authorizations set forth herein shall remain valid until rescinded by resolution of the City Council of the City of Los Alamitos, California.

SECTION 5. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 21st day of February 2023.

Tanya Doby, 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 21st day of February 2023, by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 21, 2023

ITEM NUMBER: 10L

To: Mayor Tanya Doby & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Notice of Completion (NOC) for the Installation of Catch Basin CPS (Connector Pipe Screens) Citywide Project (CIP No. 21/22-05)

SUMMARY

This capital improvement project installed Connector Pipe Screen (CPS) trash collecting units within 101 catch basins citywide. These CPS units are screens that are mounted at the outlet pipe of the catch basin to collect trash for disposal before entering the storm drain and eventually discharging into the ocean waters. This full-capture system was installed in existing catch basins as a requirement of the State Water Quality Control Board.

Staff recommends Council accept the work as completed, direct filing of the Notice of Completion (NOC), and authorize retention release as prescribed by the Public Contract Code.

RECOMMENDATION

1. Accept as complete the construction by United Stormwater, Inc. for the Installation of Catch Basin CPS (Connector Pipe Screens) Citywide Project (CIP No. 21/22-05); and,
2. Direct the City Clerk to record the Notice of Completion/Final Report with the County Recorder's Office; and,
3. Authorize Staff to release the 5% retention to the contractor, in the amount of \$4,129.92, thirty-five (35) days after recordation of the Notice of Completion.

BACKGROUND

The City of Los Alamitos' storm drain system is directly connected to the Los Alamitos Channel, which then drains into the San Gabriel River. The Connector Pipe Screens (CPS) will give the City the opportunity to continue to reduce the transportation related pollution that enters receiving water and impacts Orange County's surface and groundwater system, specifically on high-traffic streets such as Katella Avenue and Los Alamitos Boulevard.

Connector Pipe Screen (CPS) is a form of catch basin protection that primarily targets trash and debris larger than 5mm in size. The CPS is inserted into selected catch basins and mounted in front of the basin's outlet pipe using a pre-installed bracketing system. CPS units are preconfigured in compliance with the basin size and outlet pipe locations. Once installed, connector pipe screens retain large volumes of trash and sediment inside the catch basin instead of the debris being conveyed through the storm water system. Debris the size of cigarette butts and larger is stored inside of the catch basin and regularly removed by the

Public Works Division.

The plans and specifications for the installation of Catch Basin CPS (Connector Pipe Screens) Citywide Project (CIP No. 21/22-05) were approved by Council on 02/28/2022. The City Council approved the Award of Bid to United Stormwater, Inc. on 04/18/2022. The work consisted of installing CPS units inside the 101 catch basins in Los Alamitos.

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. This project will be updated in the OCTA database and shown within the City's 7-year CIP plan.

DISCUSSION

Work on this project is now complete and found acceptable by the City Engineer. Staff recommends acceptance of the work in conjunction with the processing of the Notice of Completion/Final Report and release of the retention as prescribed by the Public Contracts Codes.

FISCAL IMPACT

The project had a total funding budget of \$99,404 with the following breakdown of funding sources:

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

The project was within the overall funding budget of \$99,404 and came in at \$82,598.44, which included one change order to jet blast a section of storm drains and remove debris in (3) of the catch basins in order to successfully install the devices. Upon field inspection during construction, it was determined that 18 of the 119 city catch basins did not warrant a CPS unit to be installed due to size restrictions and thus creating a cost savings.

Attachment: 1. NOC CIP 21/22-05

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

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City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 21, 2023

ITEM NUMBER: 10M

To: Mayor Tanya Doby & Members of the City Council

Presented By: Michael Daudt, City Attorney

Subject: Resolution No. 2023-04 - Notice of Intent to Overrule the Airport Land Use Commission (ALUC) for Orange County Finding of Housing Element Inconsistency

SUMMARY

On January 19, 2022, the Orange County Airport Land Use Commission (“ALUC”) reviewed the City’s General Plan Housing Element Update 2021-2029 6th Cycle and found the Housing Element Update to be inconsistent with the Airport Environs Land Use Plan for the Joint Forces Training Base Los Alamitos. The City Council will consider initiating the two-step process to overrule the ALUC determination in accordance with State Law.

RECOMMENDATION

1. Adopt Resolution No. 2023-04 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, MAKING DRAFT FINDINGS AND NOTIFYING THE ORANGE COUNTY AIRPORT LAND USE COMMISSION AND THE STATE DIVISION OF AERONAUTICS OF THE CITY'S INTENTION TO FIND THAT THE GENERAL PLAN 2021-2029 HOUSING ELEMENT UPDATE IS CONSISTENT WITH THE PURPOSES OF THE STATE AERONAUTICS ACT AND OVERRULE THE ORANGE COUNTY AIRPORT LAND USE COMMISSION'S DETERMINATION THAT THE HOUSING ELEMENT IS INCONSISTENT WITH THE 2017 JOINT FORCES TRAINING BASE LOS ALAMITOS AIRPORT ENVIRONS LAND USE PLAN" and,

2. Authorize the City Manager to submit Resolution No. 2023-04 to the Orange County Airport Land Use Commission and the State Division of Aeronautics and schedule a public hearing pursuant to Public Utilities Code Section 21676.

BACKGROUND

The Orange County Airport Land Use Commission (“ALUC”) is an advisory committee established by State Law. (Public Utilities Code §§ 21670 et seq.). The ALUC is intended to assist local agencies in ensuring compatible land uses in the vicinity of civilian and military airports. This is done primarily through their adoption of a land use compatibility plan, known as the Airport Environs Land Use Plan (“AELUP”) for the Joint Forces Training Base Los Alamitos (“JFTB”), against which land use and planning proposals are compared and evaluated for consistency. The AELUP includes a variety of information designed to help development surrounding the JFTB be compatible with the airport use, including heights, noise, and general safety.

Public Utilities Code (“PUC”) Section 21676(b) requires the City to submit General Plans and General Plan amendments to the ALUC for a consistency determination. On December 14, 2023, following a duly noticed public hearing, the Planning Commission voted to recommend City Council approval of the General Plan Housing Element Update 2021-2029 6th Cycle (“Housing Element Update”). Thereafter, City staff submitted the Housing Element Update to ALUC for a consistency determination.

DISCUSSION

ALUC Determination

The ALUC reviewed the proposed Housing Element Update on January 19, 2022. A copy of the ALUC agenda report is included as Attachment 1. City staff attended the meeting, and answered questions from the ALUC commissioners, primarily related to the potential housing sites identified at 4655 Lampson Avenue (Site 6) and 5030-5084 Katella (Site 10). After review and discussion, the ALUC voted 5-1 to find the Housing Element Update inconsistent with the AELUP based on noise, safety, and general concerns of land use incompatibility with the ALUC’s purposes and responsibilities, which are more broadly described below. The ALUC’s determination letter is included as Attachment 2.

Aircraft Noise Impacts

The AELUP uses the Community Noise Equivalent Level (CNEL) system for measuring noise impacts, which is a weighted average of noise over time. The potential housing sites identified at 4655 Lampson Avenue (Site 6) and 5030-5084 Katella (Site 10) are within the 60-65 dBA CNEL noise contour. The AELUP defines the noise exposure in the 60-65 dBA CNEL noise contour (Noise Impact Zone 2) as “Moderate Noise Impact” and in the 65-70 dBA CNEL noise contour (Noise Impact Zone 1) as “High Impact.” (AELUP Sections 3.2.3, 3.2.4.) Residential uses are identified as “conditionally consistent” for the 60-65 dBA CNEL noise contour and “normally inconsistent” for the 65-70 dBA CNEL noise contour (AELUP Section 3, Table 1 “Limitations on Land Use Due to Noise”). The City’s established policy is that residential units are not to be approved within the 65-70 dBA CNEL noise contour of the airport (Growth Management Element, Policy 3.5). Therefore, the City’s policy and the AELUP are consistent, and allow development of residential units in the 60-65 dBA CNEL noise contour. In addition, the AELUP states residential uses in the 60-65 dBA CNEL noise contour must use sound attenuation to ensure that the interior CNEL value does not exceed 45 dBA. This requirement is consistent with the California Building Code requirements enforced by the City to ensure that interior noise levels do not exceed 45 dBA. Furthermore, the General Plan Growth Management Element Policy 3.7 requires a notice of airport be included as part of the Deed Disclosure Notice for any residential development proposed within the 60 dBA CNEL noise contour for the JFTB, which is consistent with the AELUP.

Safety

AELUP Section 2.1.2 (Safety) describes accident potential zones and clear zones at the JFTB. Accident potential and clear zones were set in 1994 and based on Department of Defense criteria. Prior to 1995, the ALUC utilized a 10-year accident history which found that the accident potential zone was located *completely within* the boundaries of JFTB, and no

additional accident potential zones are identified beyond the clear zones. No development is proposed by the Housing Element Update within the clear zones. The potential housing site identified as Laurel Park is not adjacent to the north departure path; it is located 1 mile northwest of the north end of the north departure runway and will not be impacted by noise or by aircraft operations.

Overrule Process

As a final review authority on legislative acts, the City Council may choose to overrule the ALUC's determination by following a two-step process, which is set forth in PUC Sections 21676 and 21676.5. The first step in the process is to adopt a resolution of intention to overrule, a copy of which would be sent to the ALUC and the Division of Aeronautics of the Department of Transportation to provide formal notification of the City's intent. A decision on overruling the ALUC cannot take place less than forty-five (45) days after notice of the City Council's proposed action. The ALUC and Division of Aeronautics may provide comments to the City Council within 30 days of receiving the resolution of intention.

If comments from the ALUC and/or the Division of Aeronautics are not made available within this time frame, the City Council may act without them. Any comments by the ALUC and Division of Aeronautics are advisory to the Council and must be included in the public record of any final decision by the City Council to overrule the ALUC's determination.

The second step in the process is that, not less than 45-days after notification has been sent to the ALUC and Division of Aeronautics, the City Council must conduct a public hearing, after which the City Council may decide whether to adopt a resolution to overrule the ALUC and make specific findings that the Housing Element Update is consistent with the purposes of the State Aeronautics Act, as set forth in PUC Section 21670.

If the City Council fails to overrule the ALUC's inconsistency determination based on specific findings or fails to revise the Housing Element in accordance with the ALUC comments, then the ALUC may, pursuant to PUC Section 21676.5(a), require the City to submit all subsequent actions, regulations, and permits to the ALUC for review until the City overrules the determination or revises the Housing Element. If the ALUC then finds that an action, regulation, or permit is inconsistent with the AELUP, the City must then hold a hearing to reconsider. The City may then go through a similar overrule process.

However, under PUC Section 21676.5(b), if the City Council has overruled the ALUC or revised its Housing Element, the proposed action of the City shall not be subject to further ALUC review, unless the ALUC and the City agree that individual projects shall be reviewed by the ALUC.

The attached resolution notifies the ALUC and the Division of Aeronautics of the City's intent to conduct a public hearing and consider whether to adopt a resolution overruling the ALUC inconsistency determination. If the resolution of intention is adopted, the City Council would conduct the public hearing at a later date, at which time the City Council would consider all comments received, including from the ALUC and the Division of Aeronautics, and then make a decision. The resolution to overrule the ALUC at the future hearing must be adopted by a two-thirds vote of the City Council.

FISCAL IMPACT

None.

- Attachment:
1. Resolution No. 2023-06 - Notice of Intent to Overrule ALUC
 2. ALUC Agenda Item 1_Jan 19, 2022
 3. Housing Element ALUC Determination Letter (002)

RESOLUTION NO. 2023-04

A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, MAKING DRAFT FINDINGS AND NOTIFYING THE ORANGE COUNTY AIRPORT LAND USE COMMISSION AND THE STATE DIVISION OF AERONAUTICS OF THE CITY'S INTENTION TO FIND THAT THE GENERAL PLAN 2021-2029 HOUSING ELEMENT UPDATE IS CONSISTENT WITH THE PURPOSES OF THE STATE AERONAUTICS ACT AND OVERRULE THE ORANGE COUNTY AIRPORT LAND USE COMMISSION'S DETERMINATION THAT THE HOUSING ELEMENT IS INCONSISTENT WITH THE 2017 JOINT FORCES TRAINING BASE LOS ALAMITOS AIRPORT ENVIRONS LAND USE PLAN

WHEREAS, the State Housing Element Law, Article 10.6 of the California Government Code (Sections 65580 et seq.) requires each local jurisdiction to update its General Plan Housing Element every eight (8) years to reflect new statutory requirements and accommodate its share of the Regional Housing Needs Assessment Allocation (RHNA); and,

WHEREAS, the City of Los Alamitos prepared General Plan Amendment 21-01, an update to the Housing Element for the 2021-2029 period in accordance with the guidelines and requirements of State Housing Element Law (the "Housing Element Update"); and,

WHEREAS, on December 14, 2022, the Planning Commission conducted a duly noticed public hearing and recommended to the City Council the adoption of the Housing Element Update; and,

WHEREAS, in accordance with Public Utilities Code Section 21676(b), the City referred the Housing Element Update to the Orange County Airport Land Use Commission ("ALUC") to review for consistency with the 2017 Joint Forces Training Base Los Alamitos Airport Environs Land Use Plan ("AELUP"); and,

WHEREAS, on January 19, 2022, the ALUC, acting pursuant to Public Utilities Code Section 21670, determined that the Housing Element Update is inconsistent with the AELUP; and,

WHEREAS, as the final review authority under Public Utilities Code Sections 21670 and 21676, the City Council may, after a public hearing, overrule the ALUC by a two-thirds vote, if it makes specific findings that the Housing Element Update is consistent with the purposes of Public Utilities Code Section

21670 regarding the protection of the public health, safety, and welfare by ensuring the orderly expansion of airports and the adoption of land use measures that minimize the public's exposure to excessive noise and safety hazards within areas around public airports to the extent that these areas are not already devoted to incompatible uses; and by providing the ALUC and the Division of Aeronautics of the California Department of Transportation ("Division") with notice of the City's intent to consider overruling the ALUC determination along with specific findings at least 45 days prior to the City's action to overrule the ALUC; and,

WHEREAS, the Public Utilities Code provides that the ALUC and the Division shall respond to the notification of the findings of proposed overrule within 30 days of receiving the proposed resolution and findings; and,

WHEREAS, in the event the ALUC or Division's comments are not available within this timeframe, the City may act without them; and,

WHEREAS, the comments by the ALUC and Division are advisory to the City under state law; and,

WHEREAS, the City Council shall include any comments from the ALUC and the Division in the final record of any final decision by the City Council to overrule the ALUC, which may only be adopted by a two-thirds vote of the City Council; and,

WHEREAS, the draft findings set forth in Section 2 of this resolution do not constitute the final findings of the City with regard to the Housing Element Update's consistency with the purposes of Public Utilities Code Section 21670 and such draft findings may be revised, amended, and/or supplemented as part of any final decision to overrule the ALUC's determination; and,

WHEREAS, should the City Council adopt this resolution making the draft findings and declaring its intent to consider overruling the ALUC determination that the Housing Element Update is inconsistent with the AELUP and directing staff to transmit the required notice to the ALUC and the Division, a public hearing will be required in order for the City Council to make a final decision whether to overrule the ALUC inconsistency determination.

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

SECTION 1. The City Council finds that the above recitals are true and correct.

SECTION 2. The City Council declares its intent to conduct a public hearing and its intent to consider overruling the ALUC's determination that the Housing Element Update is inconsistent with the AELUP based on the following draft findings:

- a. The 2017 Joint Forces Training Base Los Alamitos Airport Environs Land Use Plan (“AELUP”) of the Orange County Airport Land Use Commission (“ALUC”) guides the orderly development of the Joint Forces Training Base Los Alamitos (“JFTB”) and the surrounding area through implementation of the standards in AELUP Section 2 (Planning Guidelines) and Section 3 (Land Use Policies). Implementation of these standards is intended to protect the public from the adverse effects of aircraft noise, ensure that people and facilities are not concentrated in areas susceptible to aircraft accidents, and ensure no structures or activities adversely affect navigable airspace.
- b. AELUP Section 2.1.1 sets forth the Community Noise Equivalent Level (“CNEL”) standards. The Housing Element Update includes the identification of two (2) opportunity sites within the 60 dB CNEL contour for JFTB. No Housing Element Update opportunity sites are within the 65 dB CNEL noise contour.
- c. Sections 3.2.3 and 3.2.4, respectively, of the AELUP define the noise exposure in the 60-65 dBA CNEL noise contour (Noise Impact Zone 2) as “Moderate Noise Impact” and in the 65-70 dBA CNEL noise contour (Noise Impact Zone 1) as “High Impact.” Section 3, Table 1 (Limitations on Land Use Due to Noise) of the AELUP identifies residential as “conditionally consistent” with the 60-65 dBA CNEL noise contour and “normally inconsistent” with the 65-70 dBA CNEL noise contour. The City’s established policy is that residential units are not to be approved within the 65-70 dBA CNEL noise contour of the airport (Growth Management Element, Policy 3.5). Therefore, the City’s policy and the AELUP are consistent, and allow development of residential units in the 60-65 dBA CNEL noise contour. In addition, the AELUP states residential uses in the 60-65 dBA CNEL noise contour must use sound attenuation to ensure that the interior CNEL value does not exceed 45 dBA. This requirement is consistent with the California Building Code requirements enforced by the City to ensure that interior noise levels do not exceed 45 dBA. Furthermore, the General Plan Growth Management Element Policy 3.7 requires a notice of airport be included as part of the Deed Disclosure Notice for any residential development proposed within the 60 dBA CNEL noise contour for the JFTB, which is consistent with the AELUP.
- d. The AELUP Section 2.1.2 (Safety) sets forth zones identified as accident potential zones and clear zones. No Housing Element Update opportunity sites are located within these identified areas. The opportunity site identified as Laurel Park is not adjacent to the north departure path; it is located 1 mile northwest of the north end of the north departure runway and will not be impacted by noise or by aircraft operations.

- e. The Housing Element Update is consistent with the purpose and intent of the AELUP and will not result in incompatible land uses adjacent to the JFTB. The standards and policies set forth in Sections 2 (Planning Guidelines) and 3 (Land Use Policies) of the AELUP were adopted to prevent the creation of new noise and safety problems. As set forth above, any development on the proposed Housing Element Update opportunity sites will comply with the noise criteria and safety standards established in Sections 2 and 3 of the AELUP.

SECTION 3. The City Council hereby directs City staff to provide notice, in accordance with Sections 21676(b) and 21676.5(a) of the Public Utilities Code, to the ALUC and Caltrans Department of Transportation, Division of Aeronautics, of the City's intent to overrule the ALUC's determination of inconsistency for the Housing Element Update based on the above findings, at least 45 days prior to the scheduled public hearing date for consideration of the proposed overruling action by the City Council.

SECTION 4. The City Council hereby further directs City staff to take all other actions necessary to effectuate the purpose and intent of this resolution.

SECTION 5. The City Council finds the adoption of this resolution is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Specifically, the resolution does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment because it is limited to the City's proposal to overrule the ALUC's determination. The Housing Element Update has been independently reviewed and evaluated pursuant to CEQA.

SECTION 6. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 21st day of February 2023.

Tanya Doby, 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 21st day of February, 2023, by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk



AIRPORT LAND USE COMMISSION

FOR ORANGE COUNTY

3160 Airway Avenue • Costa Mesa, California 92626 • 949.252.5170 fax: 949.252.6012

AGENDA ITEM 1

January 19, 2023

TO: Commissioners/Alternates

FROM: Lea U. Choum, Executive Officer

SUBJECT: City of Los Alamitos Request for Consideration of Draft Housing Element Update (2021-2029)

Background

The City of Los Alamitos has submitted its 2021-2029 Housing Element Update ("Update") for a consistency review. The Update identifies and analyzes the City's existing and projected housing needs and contains goals, policies, objectives, and programs to address those needs. The City's Housing Element was last updated in February 2014, which covered the years 2014 to 2021. It was not submitted to ALUC for a consistency determination.

The Housing Element is one of the seven mandatory elements of the General Plan. Section 65583 of the Government Code sets forth the specific requirements of a jurisdiction's housing element. Included in these requirements are obligations of local jurisdictions to provide for their "fair share" of the regional housing needs. This fair share is determined through the Regional Housing Needs Assessment (RHNA) process which in Orange County is facilitated by the Southern California Association of Governments (SCAG). For the 2021 to 2029 planning period, the City of Los Alamitos was allocated a total of 769 housing units, including 194 for very low-income, 119 for low-income, 145 for moderate-income, and 311 for above-moderate income households.

The City of Los Alamitos surrounds and includes Joint Forces Training Base (JFTB) - Los Alamitos and the entire city is within the Notification/Planning Area (Attachment 1). The Draft Housing Element includes fourteen sites which could accommodate up to 1,295 units. The site locations and detailed information regarding each site is shown in Attachment 2. Sites one through four are existing Mixed Use sites and are currently zoned for Mixed Use. Sites 6 through 10 are currently in non-residential use and would require a change in General Plan Land Use designation as well as Zoning Code changes. Site 11 is currently designated as Multi-Family, but the Zoning would have to change to accommodate additional units. The two sites of most concern are Site 6 at 4655 Lampson Avenue, and Site 10 at 5030-5084 Katella. Both of these sites are in close proximity to the Base and within the 60 CNEL contour.

The City has submitted the Draft Housing Element Update to California Housing and Community Development (HCD) and has held/scheduled the following public hearings:

Planning Commission
City Council

December 14, 2022
January 24, 2023

AEUP for JFTB Los Alamitos Issues

Regarding Aircraft Noise Impacts

As stated above, the Draft Housing Element Update includes two new housing sites within the 60 dB CNEL as defined in the *Airport Environs Land Use Plan (AELUP) for JFTB Los Alamitos* (See Attachment 3). Site 6 is located at 4655 Lampson Avenue and could accommodate up to 310 housing units, and Site 10 located at 5030-5084 Katella could accommodate up to 108 units.

The *AELUP for JFTB Los Alamitos* states that residential uses within the 60 dB CNEL/Noise Impact Zone 2 is “Normally Consistent,” but that the “noise impact in this area is sufficient to require sound attenuation as set forth in the California Noise Insulation Standards, Title 25, California Code of Regulations.” The Commission strongly recommends that residential units be limited or excluded from this area unless sufficiently sound attenuated. The AELUP states, “the residential use interior sound attenuation requirement shall be a CNEL value not exceeding an interior level of 45 dB. In addition, it is recommended that all designated outdoor common or recreational areas within Noise Impact Zone 2 provide outdoor signage informing the public of the presence of operating aircraft.”

The City’s Public Facilities and Safety Element includes the following discussion regarding noise:

“The Airport Environs Land Use Plan (AELUP) is a land-use compatibility plan that describes the effects of aircraft noise on surrounding areas. Land uses within the airport planning area boundaries are required to conform to noise restrictions established in the AELUP. Figure 6 shows the 60 and 65 dBA CNEL noise contours from the AELUP.”

In addition, the City’s Growth Management Element includes the following policies:

Policy 3.5 New residential units. Do not approve the construction of new residential units within the 65 dBA CNEL noise contour for the JFTB.

Policy 3.6 JFTB noise contours. Require the use of JFTB noise contours to ensure new development is compatible with the noise environment.

Policy 3.7 Deed disclosure notice. Provide notice of airport in the vicinity where residential development is being proposed within the 60 dBA CNEL noise contours

for the Growth Management Element March 2015 Los Alamitos General Plan 6 JFTB. Require that the following language be included as part of the Deed Disclosure Notice.

Please note that as part of the submittal to ALUC, the City included exhibits from the 2021 JFTB Los Alamitos noise assessment. Attachment 4 is the finalized JFTB Los Alamitos Aircraft Noise Zone exhibit which was incorporated into the California Installation Compatible Use Zone Study (ICUZ) in March of 2022. The report assessed noise levels associated with both current and projected aircraft operations (including the California Army National Guard projected increase in aircraft operations over the next 10 years) and resulted in expanded noise contours. Please refer Attachment 5 which shows the JFTB Los Alamitos noise zones from the 2015 ICUZ study for comparison purposes.

Regarding Height Restrictions

All of the City's proposed housing sites are within the Federal Aviation Administration (FAA) Federal Aviation Regulations (FAR) Part 77 Obstruction Imaginary Surfaces for JFTB Los Alamitos (Attachment 6). The horizontal obstruction imaginary surface for JFTB Los Alamitos is at an elevation of 182.4 feet above mean sea level (AMSL). Transitional, approach and conical surfaces vary in elevation and are addressed below for the proposed Housing Element sites.

Proposed housing Sites 1 through 4B are designated as Town Center Mixed Use (TCMU) and will remain TCMU. According to the City's Zoning Code, the TCMU zone has a maximum height of 60 feet. Sites 6 through 10 are sites that would change from non-residential (Commercial & Institutional and Retail Business) to residential uses (R4), and Site 11 would remain in multi-family residential use but change from R3 to R4. The City's Draft Housing Element states that this would "require the creation of a new zoning designation, R-4" ... and "the height limits would be increased to allow higher rise buildings." Current maximum building heights allowed by the City's Zoning Code for residential districts vary from 30 to 35 feet above ground level (AGL). The City has identified in its Update submittal that development heights are, and will continue to be, consistent with the JFTB imaginary surfaces restrictions to ensure public safety.

The City's Public Facilities and Safety Element includes height restrictions as follows:

"To ensure the safe operation of aircraft activity at the JFTB, structures anywhere in Los Alamitos or Rossmoor should not exceed the applicable elevations defined in the Federal Aviation Regulations (FAR), Part 77 (Objects Affecting Navigable Air Space). This height restriction is 88 to 200 feet above ground level based on proximity to the runway.

Current zoning standards do not permit development higher than 70 feet in Los Alamitos or Rossmoor. Nevertheless, all developments are subject to FAR Part 77 noticing requirements and must file the necessary form(s) with the City's Community

Development department, the County's Planning division, and the Orange County Airport Land Use Commission."

Additionally, the City's Growth Management Element includes the following policies:

Policy 3.1 Land use compatibility. Approve development and require mitigation measures to ensure existing and future land use compatibility as shown in the City's Noise Ordinance, the Land Use and Noise Compatibility Matrix, the State Interior and Exterior Noise Standards, and the Airport Environs Land Use Plan (AELUP) for the JFTB.

Policy 3.2 Federal Aviation Regulation Part 77. Do not approve buildings and structures that would penetrate Federal Aviation Regulation (FAR) Part 77 Imaginary Obstruction Surfaces for JFTB, Los Alamitos unless found consistent by the Airport Land Use Commission (ALUC). Additionally, in accordance with FAR Part 77, required applicants proposing buildings or structures that penetrate the 100:1 Notification Surface to file a Form 7460-1 Notice of Proposed Construction or Alteration with FAA and provide a copy of the FAA determination to the City and the ALUC for Orange County.

Policy 3.3 Structures above 200 feet. For development projects that include structures higher than 200 feet above existing grade, the City shall inform the ALUC and submit materials to the ALUC for review. Proposed projects that would exceed a height of 200 feet above existing grade shall be required to file Form 7460-1 with the Federal Aviation Administration (FAA).

Provided below is the height review for the proposed sites. At their current maximum allowable heights, none of the proposed housing sites penetrate the imaginary surfaces for JFTB, Los Alamitos.

Sites 1-4B – Maximum Combined 467 Units

With approximate ground elevations of 21 feet, and horizontal and conical surfaces ranging from 182.4 feet to 225 feet AMSL, Sites 1 through 4B would not penetrate the imaginary surfaces with the zoning code maximum height of 60 feet for the TCMU zone.

Site 6 - Maximum 310 Units

The approximate ground elevation for Site 6 is approximately 20 feet AMSL and the horizontal imaginary obstruction surface would be penetrated at 182.4 feet AMSL. The City's maximum building height of 35 feet for residential zones would not penetrate the imaginary surface in this location. The property on Lampson Avenue has been sold to a developer and is actively being planned for redevelopment for housing. The City has received a proposal from the developer for 248 residential units including 77 affordable units on the 12.4-acre property.

Site 7 - Maximum 72 Units

Laurel Park has an approximate ground elevation of approximately 23 feet AMSL and the horizontal imaginary obstruction surface would be penetrated at 182.4 feet AMSL. The City's

maximum building height of 35 feet for residential zones would not penetrate the imaginary surface in this location.

Site 8 - Maximum 115 Units

The 3191 Katella/City Hall property has an approximate ground elevation of 19 feet AMSL. The conical surface at this location would be penetrated at approximately 250 feet AMSL. The City's maximum building height of 35 feet would not penetrate the imaginary surface in this location.

Site 9 - Maximum 180 Units

The 4142 Cerritos Avenue site has an approximate ground elevation of 19 feet AMSL. The conical surface at this location would be penetrated at approximately 191 feet AMSL. The City's maximum building height of 35 feet would not penetrate the imaginary surface in this location.

Site 10 - Maximum 108 Units

Tue 5030-5084 Katella Laurel Park site has an approximate ground elevation of approximately 27 feet AMSL and the horizontal imaginary obstruction surface would be penetrated at 182.4 feet AMSL. The City's maximum building height of 35 feet for residential zones would not penetrate the imaginary surface in this location.

Regarding Safety

JFTB Los Alamitos has established Clear Zones (also referred to as a Runway Protection Zones). These Clear Zones are trapezoidal areas located at each end of the runway (as shown on Attachment 3). Clear Zones are limited primarily to airport and open space uses. No buildings intended for human habitation are permitted in Clear Zones. The Clear Zones for JFTB Los Alamitos are completely within the JFTB boundaries.

Aircraft operations at JFTB include use of both fixed wing aircraft and helicopters. General flight route information for JFTB Los Alamitos is provided in Attachment 7. These exhibits were prepared for JFTB in conjunction with an Environmental Assessment in June 2021 and for ICUZ in 2022, and are included for informational purposes only. The Site 7 (Laurel Park) would be adjacent to the north departure path.

Regarding Heliports

The development of heliports is not proposed within the Housing Element Update, therefore consistency with the *AEUP for Heliports* was not reviewed.

Environmental

On November 1, 2021, ALUC staff sent a comment letter to the City regarding the NOI to Adopt a Negative Declaration for the Housing Element Update. It is included as Attachment 8.

Conclusion

Attachment 9 to this report contains the submittal letter and Housing Element Submittal Form and Checklist received from the City of Los Alamitos. The Housing Element Update and supporting documents are also available on the City's website at:

<http://cityoflosalamitos.org/375/Housing-Element>

ALUC staff has reviewed this project with respect to compliance with the *AELUP for JFTB Los Alamitos*, including review of noise, height and safety. The locations of Site 6 and Site 10 are in close proximity to JFTB-Los Alamitos, and the proposed land use designation of the two sites would allow for 418 new residential units, where there are currently none. These sites would be changing from the non-residential to residential uses and are both located within the 60 CNEL noise contour for JFTB-Los Alamitos. Site 7 would add up to 72 units adjacent to the north departure path subjecting future residents to noise and safety issues.

Recommendation

That the Commission find the proposed City of Los Alamitos 2021-2029 Housing Element Update Inconsistent with the *AELUP for JFTB Los Alamitos* per:

1. Section 2.1.1 Aircraft Noise, that the "aircraft noise emanating from airports may be incompatible with general welfare of the inhabitants within the vicinity of an airport."
2. PUC Section 21674, (as referenced in Section 1.2 of the *AELUP for JFTB Los Alamitos*) which states that the Commission is charged by PUC Section 21674(a) "to assist local agencies in ensuring compatible land uses in the vicinity of ...existing airports to the extent that the land in the vicinity of those airports is not already devoted to incompatible uses," and PUC Section 21674(b) "to coordinate planning at the state, regional and local levels so as to provide for the orderly development of air transportation, while at the same time protecting the public health, safety and welfare."
3. General Land Use Policies in Section 3.2.1 which states that "within the boundaries of the AELUP, and land use may be found to be Inconsistent with the AELUP which (1) Places people so that they are affected adversely by aircraft noise and (2) Concentrates people in areas susceptible to aircraft accidents."

Respectfully submitted,

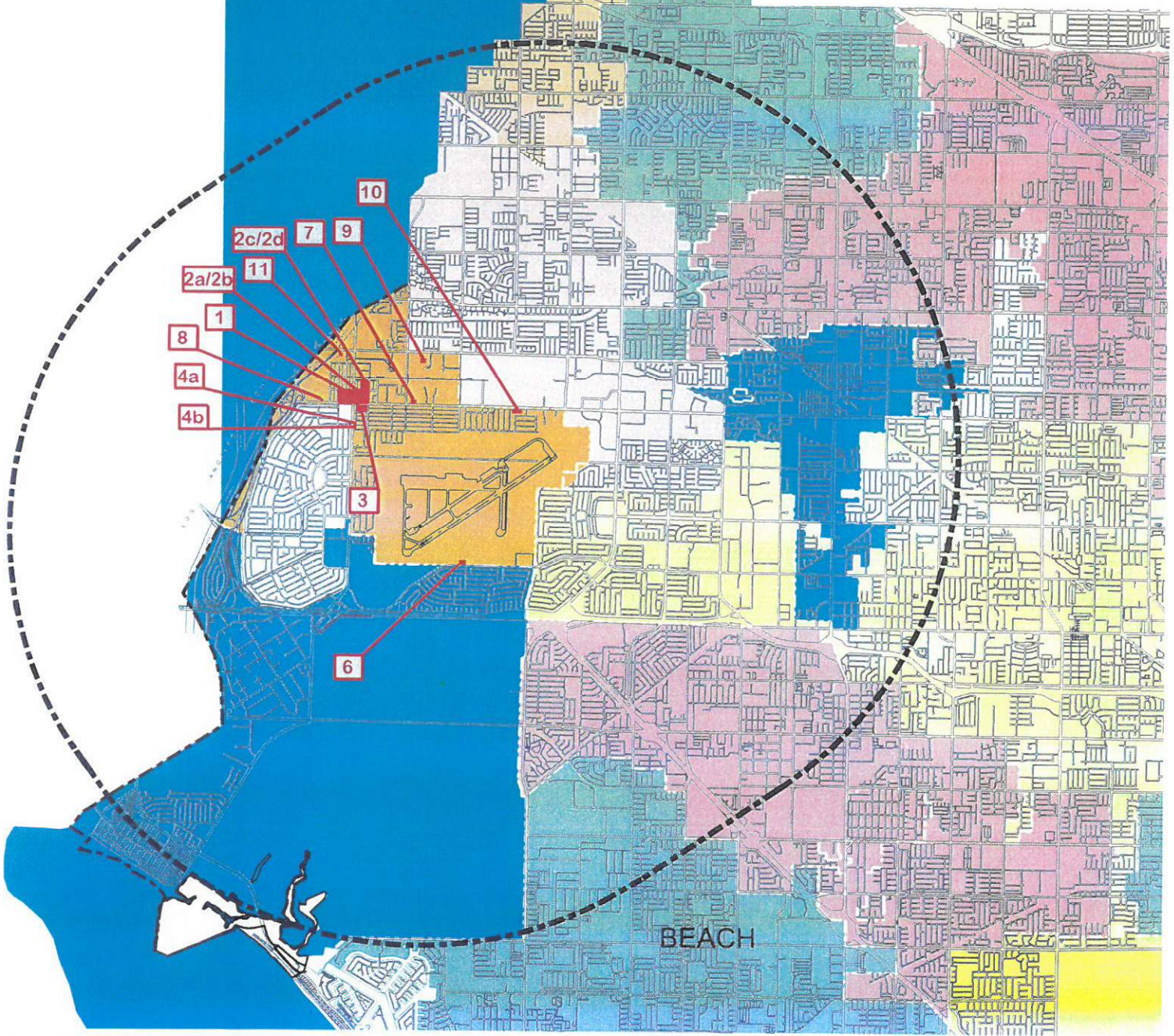


Lea U. Choum
Executive Officer

Attachments:

1. Notification Area for JFTB Los Alamitos
2. Site Inventory Map and Table
3. Impact Zones/Noise Contours for JFTB Los Alamitos
4. 2022 JFTB Los Alamitos Noise Zones
5. 2015 JFTB Los Alamitos Noise Zones
6. Housing Sites in relation to JFTB Obstruction Imaginary Surfaces
7. JFTB Los Alamitos Flight Patterns
8. ALUC November 1, 2001 Letter to Los Alamitos Regarding Negative Declaration
9. City of Los Alamitos Letter and Submittal Form

Los Alamitos Housing Element 2021-2029 Approximate Site Locations



Note: County Unincorporated areas are shown in white.

FAR PART 77

Notification Area for JFTB Los Alamitos: 20,000' Radius at 100:1 Slope



LEGEND

- 20,000 Radius
- CITY BOUNDARIES

Adopted by

ATTACHMENT 1

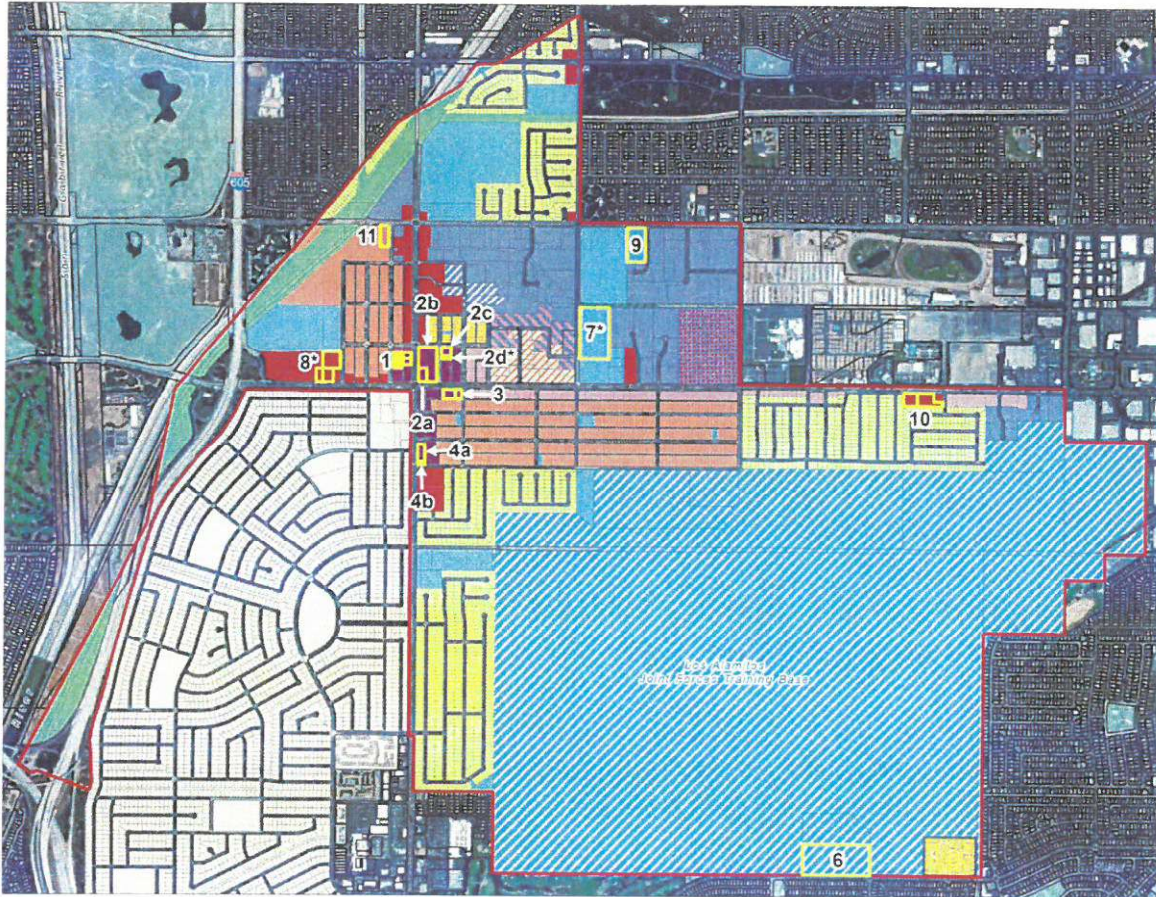
City

Lea Choum, Executive Officer

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Figure B-1. Location of Sites Inventory



ii. Realistic Capacity

The City has seen a significant interest in redevelopment for multi-family housing in various locations, including the Old Town West and Apartment Row neighborhoods as discussed below in subsection c. Additional Underutilized Land; The pressure for residential development in the region, combined with older, under-utilized commercial projects, has resulted in considerable developer interest and at multiple developed locations, including sites listed in Table B-2 and elsewhere in the City:

- As described above, the City currently has an application in process for site 6, which includes 77 lower income units. In addition, the developer of this project is actively negotiating with the land owner of site 9, a church organization, for the purchase of the land for residential development.
- The City has met with an experienced housing developer who would like to develop a mixed use (housing and commercial) project on site 7. Negotiations are just

Table B-2
Sites Inventory and Projected Units

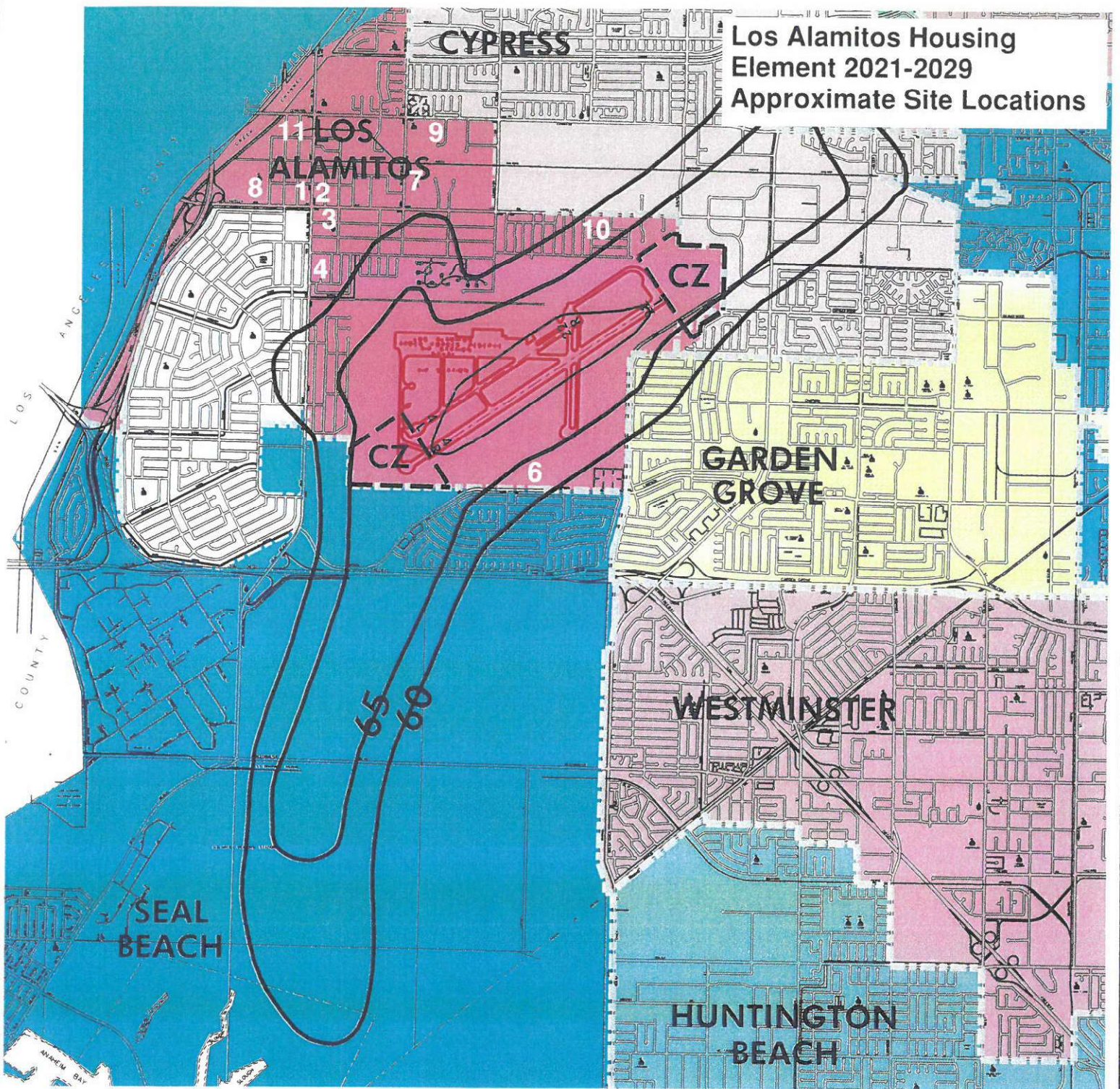
Sites Description

Site ID	APN	Address	Acres	Existing GP	Existing Zoning	Proposed Zoning	Projected Density	Max# Units
1	242-203-27	10909 Los Alamitos Blvd	0.85	Mixed Use	TCMU	TCMU	60	86
	242-203-28	10877 Los Alamitos Blvd	0.58	Mixed Use	TCMU	TCMU	60	
2a	242-171-02	10956 Los Alamitos Blvd	0.68	Mixed Use	TCMU	TCMU	60	41
2b	242-171-07	10900 Los Alamitos Blvd	3.1	Mixed Use	TCMU	TCMU	60	186
2c	242-172-01	10900 Pine Street	0.48	Mixed Use	TCMU	TCMU	60	29
2d*	242-172-02	10902 Pine Street	0.17	Mixed Use	TCMU	TCMU	60	10
3	222-091-01	11021 Reagan Street	0.35	Mixed Use	TCMU	TCMU	60	63
	222-091-21	3636 Katella Avenue	0.7	Mixed Use	TCMU	TCMU	60	
4a	222-093-12	11182 Los Alamitos Blvd	0.74	Mixed Use	TCMU	TCMU	60	44
4b	222-093-13	11232 Los Alamitos Blvd	0.13	Mixed Use	TCMU	TCMU	60	8
* 6	130-012-35	4655 Lampson Ave	12.4	Community & Institutional	C-F	R3	20	310
7	241-241-35	Laurel Park	2 of 4	Community & Institutional	C-f	R4	30	72
8	242-212-11 242-212-08 242-212-10	3191 Katella/City Hall	3.2	Retail Business	C-G	R4	30	115
9	241-251-14	4142 Cerritos Ave	5	Community & Institutional	C-F	R4	30	180
* 10	222-181-01 222-181-02	5030-5084 Katella	3	Retail Business	C-G	R4	30	108
11	242-222-06	3370 Cerritos Ave	1.2	Multi-Family	R3	R4	30	43
								1,295 Total

* Sites located within the 60 dB CNEL

☐ Sites with proposed new land use designations (Zoning Code Change required)

Table adapted from: City of Los Alamitos website January 2023
Administrative Draft Housing Element 2021-2029 Appendix B Residential Land Resources
<https://cityoflosalamitos.org/375/Housing-Element>



Note: County Unincorporated areas are shown in white.

Los Alamitos Impact Zones Joint Forces Training Base



LEGEND

- 60— CNEL CONTOUR
- RUNWAY PROTECTION ZONE
- ... CITY BOUNDARIES

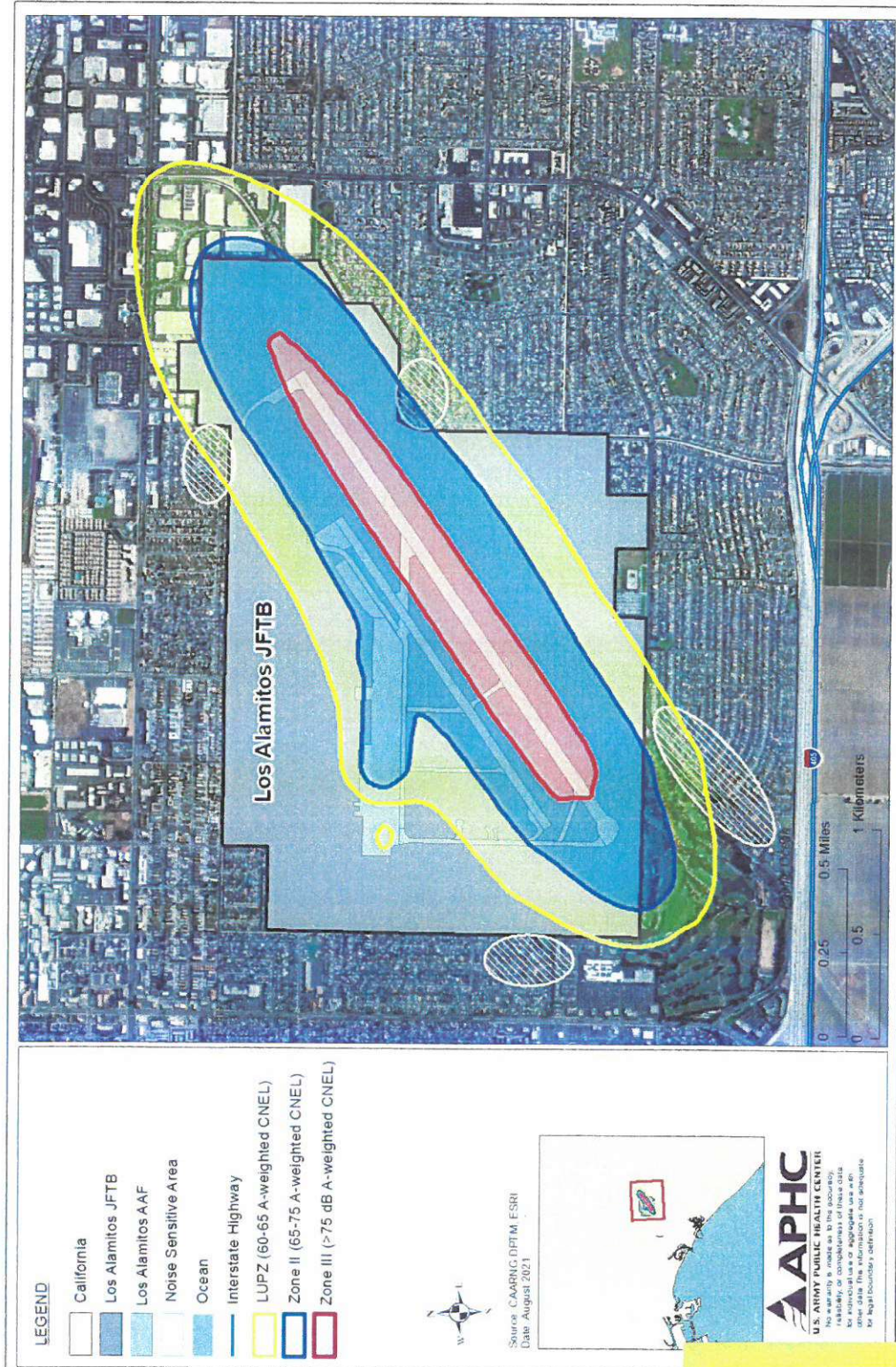
Adopted

ATTACHMENT 3

County

Kari Rigoni Executive Officer

Date
Page 370 of 781



e 4-3 Los Alamitos JFTB Aircraft Noise Zones (A-weighted CNEL)

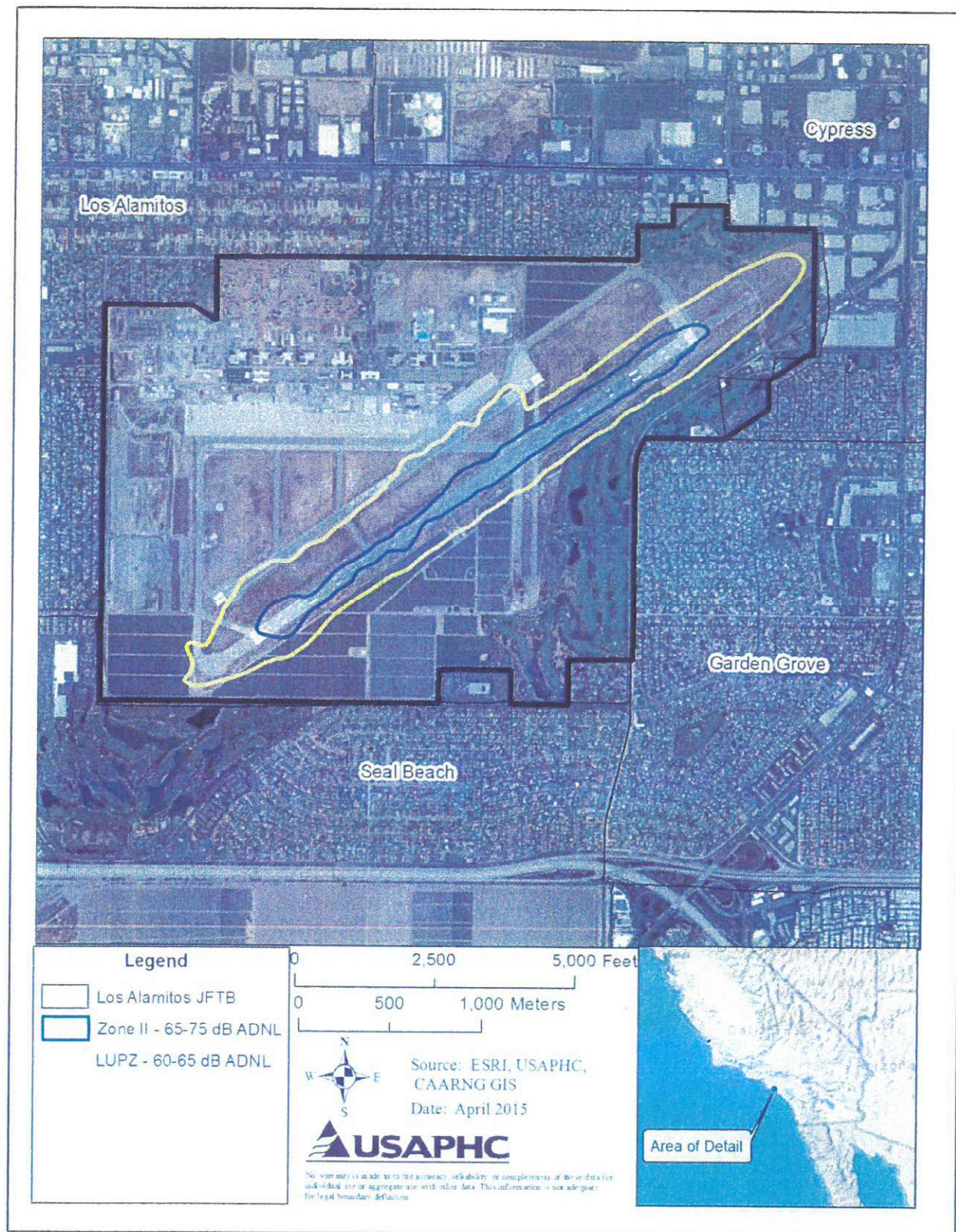
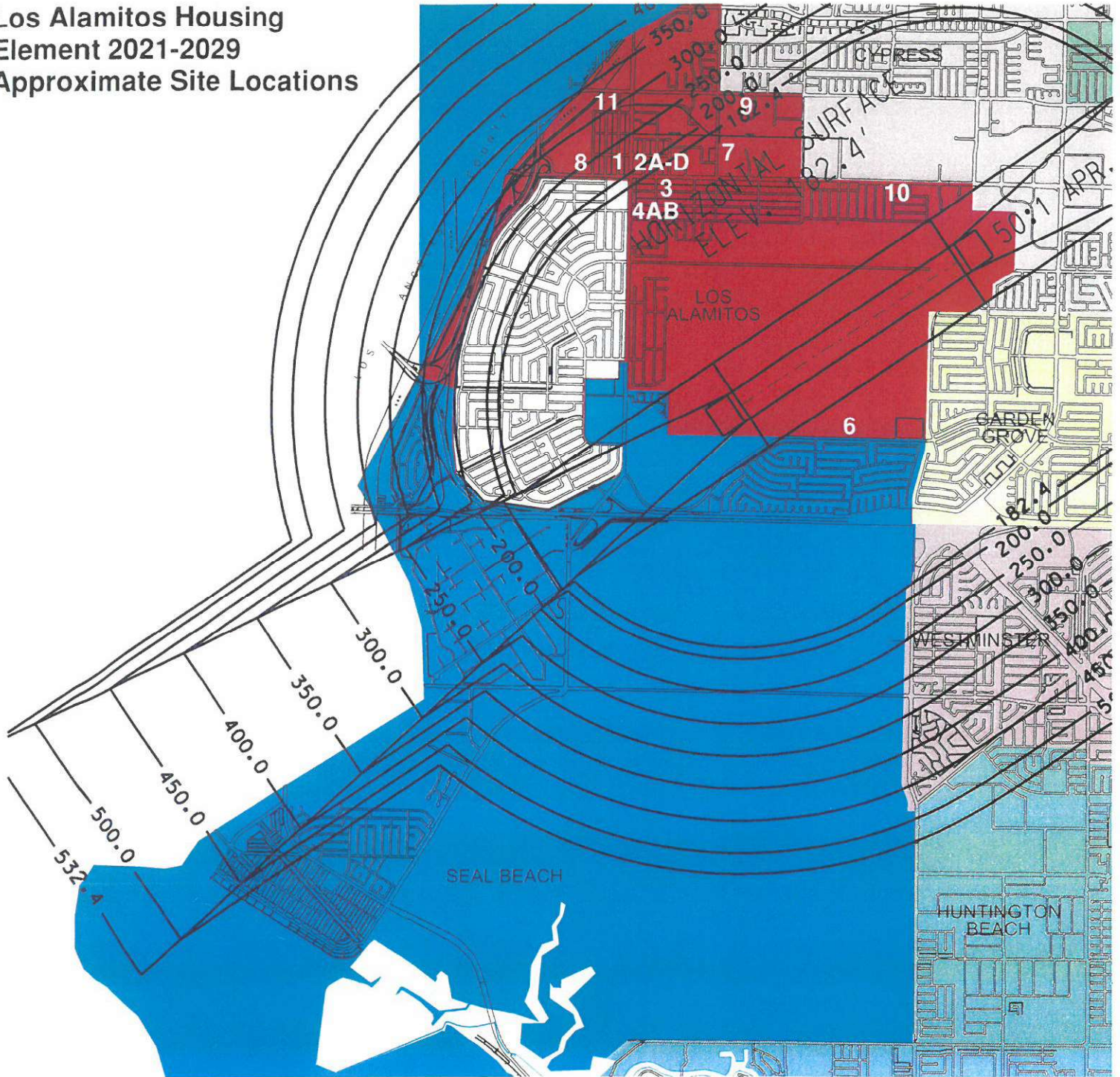


Figure 7-5. LAAAF Aircraft ADNL Noise Zones

ATTACHMENT 5

AELUP Height Restriction Zone for JFTB, Los Alamitos

Los Alamitos Housing
Element 2021-2029
Approximate Site Locations



Note: County Unincorporated areas are shown in white.

FAR PART 77

JFTB, Los Alamitos Obstruction Imaginary Surfaces



LEGEND

- 20,000' Radius
- CITY BOUNDARIES

Adopted

ATTACHMENT 6

County

Lea Choum Executive Officer

Date
Page 373 of 781

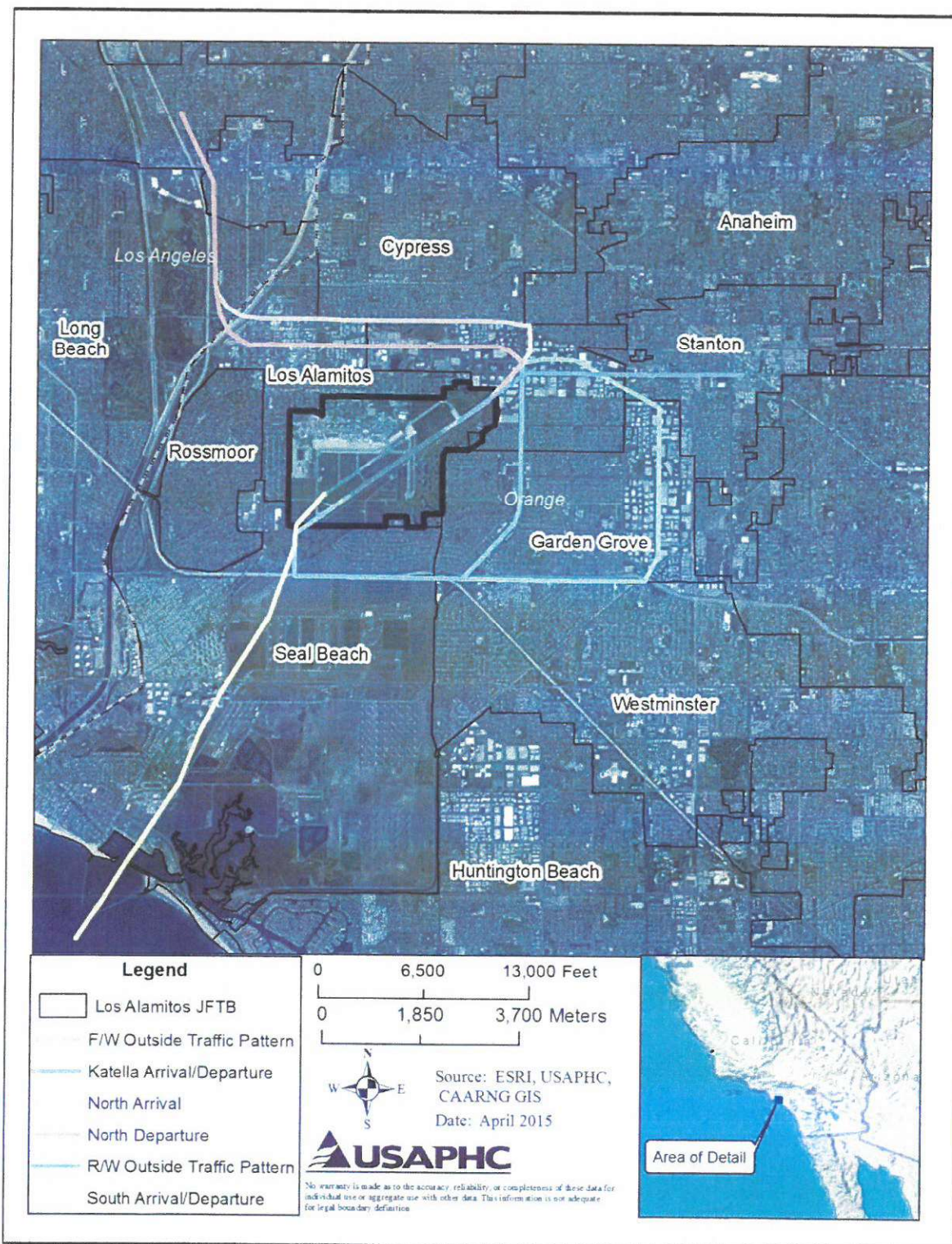


Figure 3-1. JFTB Los Alamitos Flight Routes

ATTACHMENT 7



Figure 4-2 Los Alamitos Joint Forces Flight Tracks



AIRPORT LAND USE COMMISSION

FOR ORANGE COUNTY

3160 Airway Avenue • Costa Mesa, California 92626 • 949.252.5170 fax: 949.252.6012

November 1, 2021

Tom Oliver, Associate Planner
City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720-5600

Subject: NOI to Adopt Negative Declaration (ND) for Los Alamitos Housing Element Update (2021-2029)

Dear Mr. Oliver:

Thank you for the opportunity to review the City of Los Alamitos Initial Study to adopt a Negative Declaration for the proposed Housing Element Update in relation to the *Airport Environs Land Use Plan (AELUP) for Joint Forces Training Base, Los Alamitos*. The City of Los Alamitos is located within the Federal Aviation Administration (FAA) Federal Aviation Regulation (FAR) Part 77 Notification Area (also known as the airport planning area) and within the Obstruction Imaginary Surfaces. Also, a part of the City is located within the noise contours for JFTB, Los Alamitos.

The Draft Housing Element includes a site inventory assessment, which identifies sites that can achieve the City's assigned 2021 Regional Housing Needs Assessment (RHNA) for the 2021-2029 planning period. The Draft Element identifies three focus areas for residential development:

- Town Center Mixed Use Strategic Plan Area
- Lampson Site
- Arrowhead Site

The proposed site inventory includes new sites within the Notification Area, which requires submittal to the Airport Land Use Commission for a consistency review. The Draft Housing Element also proposes new residential sites within the conical and horizontal obstruction imaginary surfaces for JFTB, Los Alamitos. The ND should discuss the maximum building heights allowed for the three focus areas. With respect to building height restrictions, development proposals, which include the construction or alteration of structures more than 200 feet above ground level, require filing with the Federal Aviation Administration (FAA) and ALUC notification. Projects meeting this threshold must comply with procedures provided by Federal and State law, with the

ATTACHMENT 8

referral requirements of ALUC, and with all conditions of approval imposed or recommended by FAA and ALUC including filing a Notice of Proposed Construction or Alteration (FAA Form 7460-1). Depending on the maximum building heights that will be allowed per the proposed Housing Element Update, the City may wish to incorporate a mitigation and condition of approval specifying the 200 feet height threshold within the ND and proposed Housing Element.

As discussed in the ND, the Lampson site is partially within the 60 CNEL noise contour. Per the *AELUP for JFTB, Los Alamitos* it is strongly recommended that residential units be limited or excluded from this area unless the sound attenuation provided is sufficient to ensure that interior noise levels do not exceed 45 dBA.

In addition, the ND should identify if the project allows for the development of heliports as defined in the *Airport Environs Land Use Plan (AELUP) for Heliports*. Should the development of heliports occur within your jurisdiction, proposals to develop new heliports must be submitted through the City to the ALUC for review and action pursuant to Public Utilities Code Section 21661.5. Proposed heliport projects must comply fully with the state permit procedure provided by law and with all conditions of approval imposed or recommended by FAA, by the ALUC for Orange County and by Caltrans/Division of Aeronautics. The ND should address whether the development of heliports will be allowed within the City's jurisdiction.

A referral by the City to the ALUC is required for this project due to the location of the proposal within an AELUP Planning Area and due to the nature of the required City approvals (i.e. Housing Element Update) under PUC Section 21676(b). With respect to project submittals, please note that the Commission requests that referrals be submitted to the ALUC for a determination between the Local Agency's Planning Commission and City Council hearings. Since the ALUC meets on the third Thursday afternoon of each month, complete submittals must be received in the ALUC office by the first of the month to ensure sufficient time for review, analysis, and agendaizing. The Housing Element Submittal form can be found at:

<https://www.ocair.com/about/administration/airport-governance/commissions/airport-land-use-commission/>

Thank you for the opportunity to comment on this initial study. Please contact Julie Fitch at (949) 252-5284 or jfitch@ocair.com if you have any questions.

Sincerely,



Lea Choum
Executive Officer



CITY OF
Los Alamitos
California

3191 Katella Avenue
Los Alamitos, CA 90720-5600
Telephone: (562) 431-3538
FAX: (562) 493-1255
www.cityoflosalamitos.org

December 8, 2022

RECEIVED

DEC 13 2022

Lea Choum - Executive Officer
Airport Land Use Commission for Orange County
3160 Airway Avenue
Costa Mesa, CA 92626

AIRPORT LAND USE COMMISSION

SUBJECT: Housing Element Update

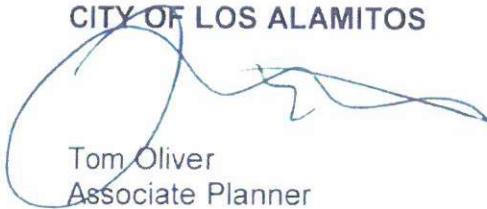
Hi Lea,

It was great talking with you a few weeks back. Attached, is a copy of the City's draft Housing Element for your review. You saw a draft of this document that you responded to last year. I have attached the submittal form and ancillary documents as well. Thank you so much for having the Commission look over the document.

I thank you for the opportunity to work with you on this proposed project. If you have any questions, please contact me at (562) 431-3538, ext. 303 or via e-mail at: toliver@cityoflosalamitos.org.

Sincerely,

CITY OF LOS ALAMITOS



Tom Oliver
Associate Planner

ATTACHMENT 9



AIRPORT LAND USE COMMISSION

FOR ORANGE COUNTY

HOUSING ELEMENT UPDATE - SUBMITTAL FORM

1. City/County: Los Alamitos/County
2. Contact information - Name/Title [Click or tap here to enter text](#)
Agency: City of Los Alamitos
Address: 3191 Katella Avenue
Phone/email: 562-431-3538
3. Airport Planning Area(s):
☐ John Wayne Airport ☐ Fullerton Municipal Airport ☒ Joint Forces Air Base Los Alamitos
4. Are there additional General Plan Element(s) being submitted for review: ☒ No ☐ Yes –
Name of Elements: [Click or tap here to enter text](#)
5. Scheduled date of Planning Commission Public Hearing: 12/14/2022
6. Tentative date of City Council Public Hearing: 1/24/2023
7. Requested month of ALUC Review: 1/19/2023
(**Complete** submittal must be received by the first day of the month for the next meeting on the third Thursday of the month).
8. Does the Housing Element Update identify new housing sites within the airport Notification/Planning Area*? ☐ No (skip items # 9-12). ☒ Yes (continue below).
9. Does the Housing Element Update identify new housing sites within the: ☒ 60 CNEL or ☐ 65 CNEL Noise Contours of the airport(s)*? Please attach an exhibit showing location(s) of proposed housing sites and number of units in relation to noise contours.
10. Are noise policies or mitigation measures identified in the Housing Element or elsewhere in the General Plan? ☐ No ☒ Yes - Please attach pages with noise policies/mitigation measures highlighted.
11. Are any new housing sites identified within the Runway Protection Zone (RPZ), Clear Zone (CZ), or Airport Safety Zones of the airport*? ☒ No ☐ Yes - Please attach exhibit showing location(s) of proposed housing site(s) and number of units in relation to the applicable zones.
12. Are any new housing sites identified within the Obstruction Imaginary Surfaces*? ☒ No ☐ Yes - Please attach an exhibit showing location(s) of proposed housing sites and number of units in relation to the Obstruction Imaginary Surfaces.
13. Maximum height allowed for proposed housing. 35
(Please provide link and identify section(s) of General Plan and/or Zoning Code where housing maximum height is specified.)

Continued on reverse side.

HOUSING ELEMENT UPDATE - SUBMITTAL CHECKLIST

- ☒ Cover letter on City/County letterhead.
- ☒ Completed Submittal Form.
- ☒ Copy of existing Housing Element (and any other applicable Elements).
- ☒ Copy of proposed Housing Element Update attached (and any other proposed elements) with requested information highlighted.
- ☒ Exhibit showing location(s) of proposed housing sites and number of units within the Notification Area/Planning Area for airport.
- ☒ Exhibit showing location(s) of proposed housing sites, and how many units for each, in relation to noise contours for airport(s).
- ☒ Noise policies/mitigation measures in Housing Element Update highlighted and/or pages from other elements attached.
- ☒ Exhibit showing location(s) of proposed housing sites, and how many units for each, in relation to Airport Safety Zones.
- ☒ Exhibit showing location(s) of proposed housing sites, and how many units for each, in relation to the Obstruction Imaginary Surfaces.
- ☒ Pages of General Plan and/or Zoning Code which indicate height restrictions for each new housing site within Airport Notification/Planning Area.
- ☒ Explanation of how the Housing Element Update (or other General Plan Elements) addresses the AELUP standards for noise impact, safety compatibility, and height restriction zones: It acknowledges the noise zones and explains the mitigation for that is in using appropriate building materials and construction practices.

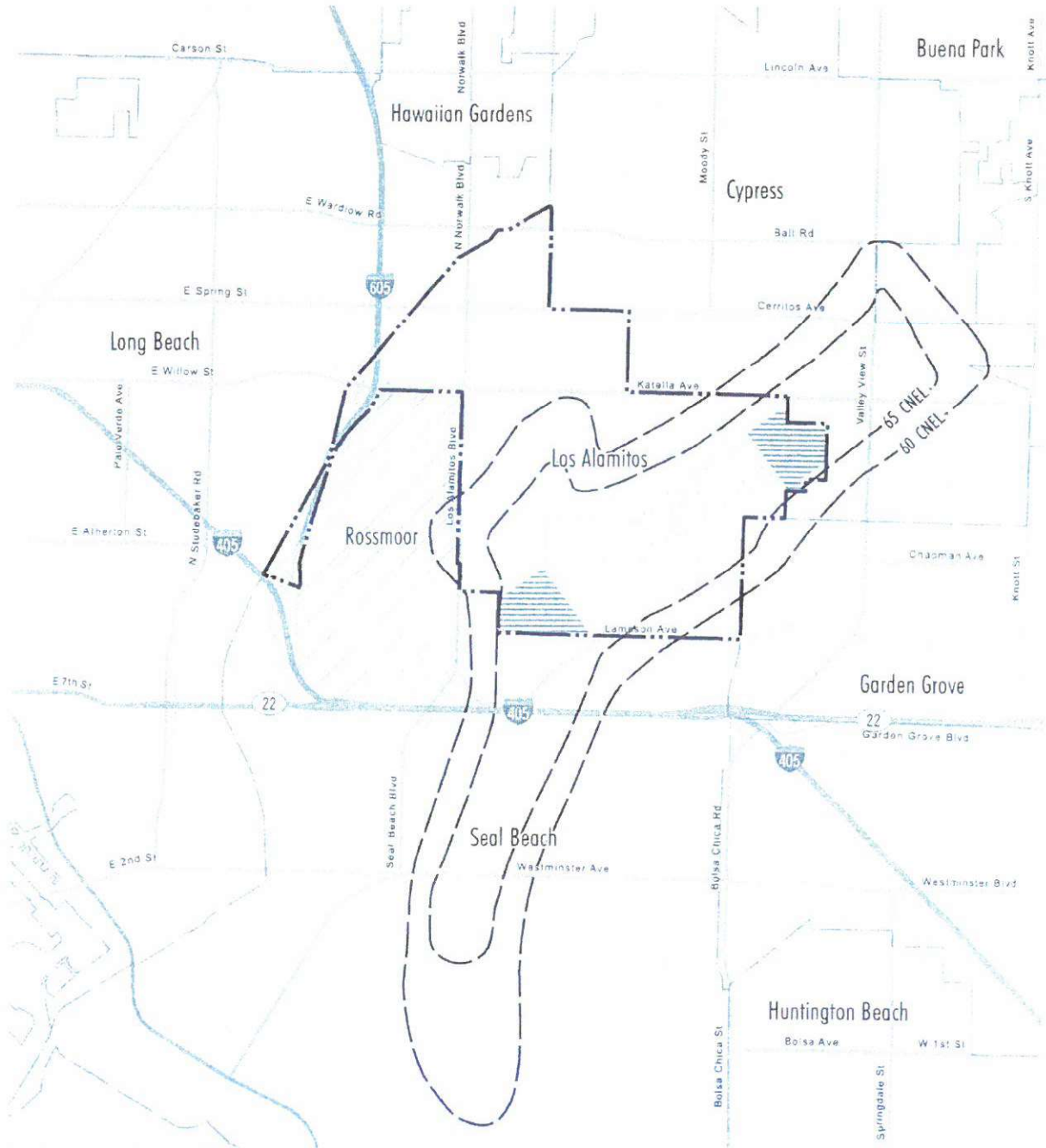
*For airport planning/notification areas, noise contours, safety zones and obstruction imaginary surfaces see Appendix D of the applicable Airport Environs Land Use Plan (AELUP) at:
<https://www.ocair.com/about/administration/airport-governance/commissions/airport-land-use-commission/>

Mail or Email Submittal Form, Checklist and attachments to: Airport Land Use Commission for Orange County,
 Attn: Executive Officer, 3160 Airway Avenue, Costa Mesa, CA 92626 / Phone: (949) 252-5170
ALUCinfo@ocair.com

GENERAL PLAN

Public Facilities and Safety Element

Figure 6 JFTB Impact Zones



Source: Orange County Airport Land Use Commission, 2002

 CNEL Contour
 City Boundary

 JFTB Clear Zone

 Rossmore

INITIAL STUDY FOR HOUSING ELEMENT

3.13 NOISE

Background

The noise environment in the City is typical of an urban community, with primary noise sources including traffic on Interstate-605, major arterials, mechanical equipment such as heating/ventilation/air conditioning (HVAC) units, commercial loading and unloading operations, and parking lot activity. In Los Alamitos, both fixed-wing aircraft and helicopters operate from The Joint Forces Training Base (JFTB), which generate aircraft noise on areas immediately next to the base and flight paths.

Would the project result in:

- a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?
- b) Generation of excessive ground borne vibration or ground borne noise levels?
- c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

No Impact. The adoption of the Housing Element Update will have no impact on noise. The future development of housing will be required to analyze noise impacts as part of the CEQA and building permit processes. All sites identified for future housing in the inventory are located in urban areas and adjacent to existing development. Typical noise sources include roadways and railroad, and stationary sources such as typical commercial and residential activities and landscaping equipment. The City will require the preparation of site-specific noise studies to assess impacts from roadway noise, as appropriate. Should noise levels at future housing sites require mitigation, there are a variety of means such as noise attenuation walls, setback from roadways, and landscape buffers which the City imposes through the development review process.

Housing redevelopment projects in the future may create temporary noise sources. The City's Municipal Code imposes noise standards and limits construction hours to the less sensitive day time hours (Municipal Code Chapter 17.20). Individual projects will be reviewed under CEQA to determine whether their construction will have adverse noise impacts on neighboring land uses.

The nearest public-use airport to the City is Long Beach Airport, approximately 3.4 miles to the west. The City is outside of the noise contours of Long Beach Airport (LACALUC 2017). The nearest private-use airport is the Joint Forces Training Base (JFTB) on the southeast side of the City. Most sites in the Site Inventory are outside of the 60/65-CNEL noise contours established for JFTB (OCALUC 2017), except the Lampson site which is partially within the 60-CNEL noise contour but completely outside the 65-CNEL noise contour. The State of California provides noise standards through the California Building Code, which establishes standards for residential construction practices and building materials to ensure that interior noise levels do not exceed 45 dBA. Future housing projects will be subject to CBC requirements and thus meet the City noise standards of 45 dBA at night and 55 dBA during the day for residential uses (General Plan Public Facilities and Safety Element Table 3). Therefore, the Housing Element Update would not subject people onsite to excessive noise levels from aircraft approaching or departing Long Beach Airport or JFTB.

Mitigation Measures and Monitoring: None required.

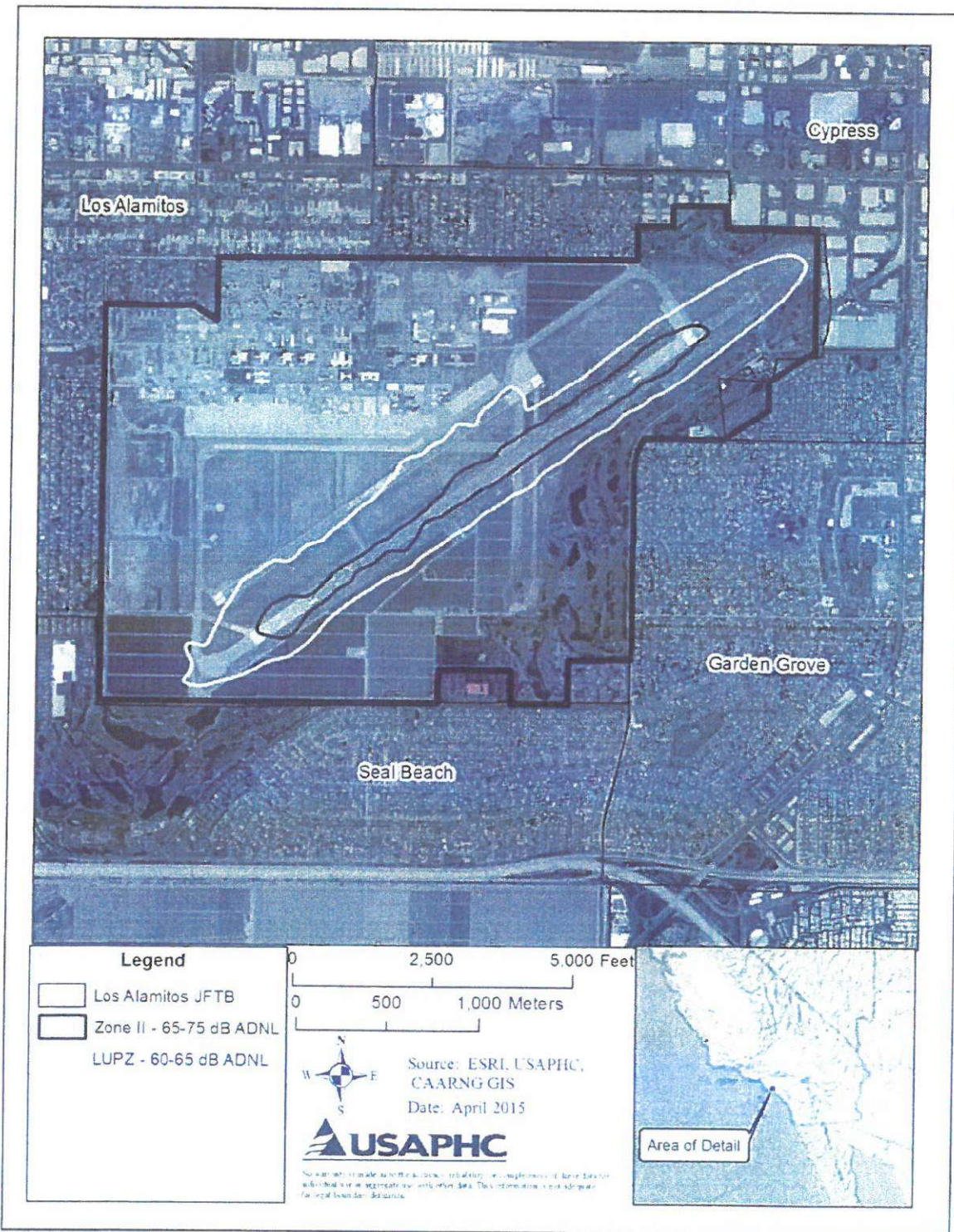


Figure 7-5. LAAAF Aircraft ADNL Noise Zones

JFTB NOISE ASSESSMENT

Environmental Health Sciences, Environmental Noise Consultation Update No. S.0064236b-20,
1 June 2020



Figure 1. Baseline Los Alamitos Army Airfield Noise Zones

JFTB NOISE ASSESSMENT

Environmental Health Sciences, Environmental Noise Consultation Update No. S.0064236b-20,
1 June 2020

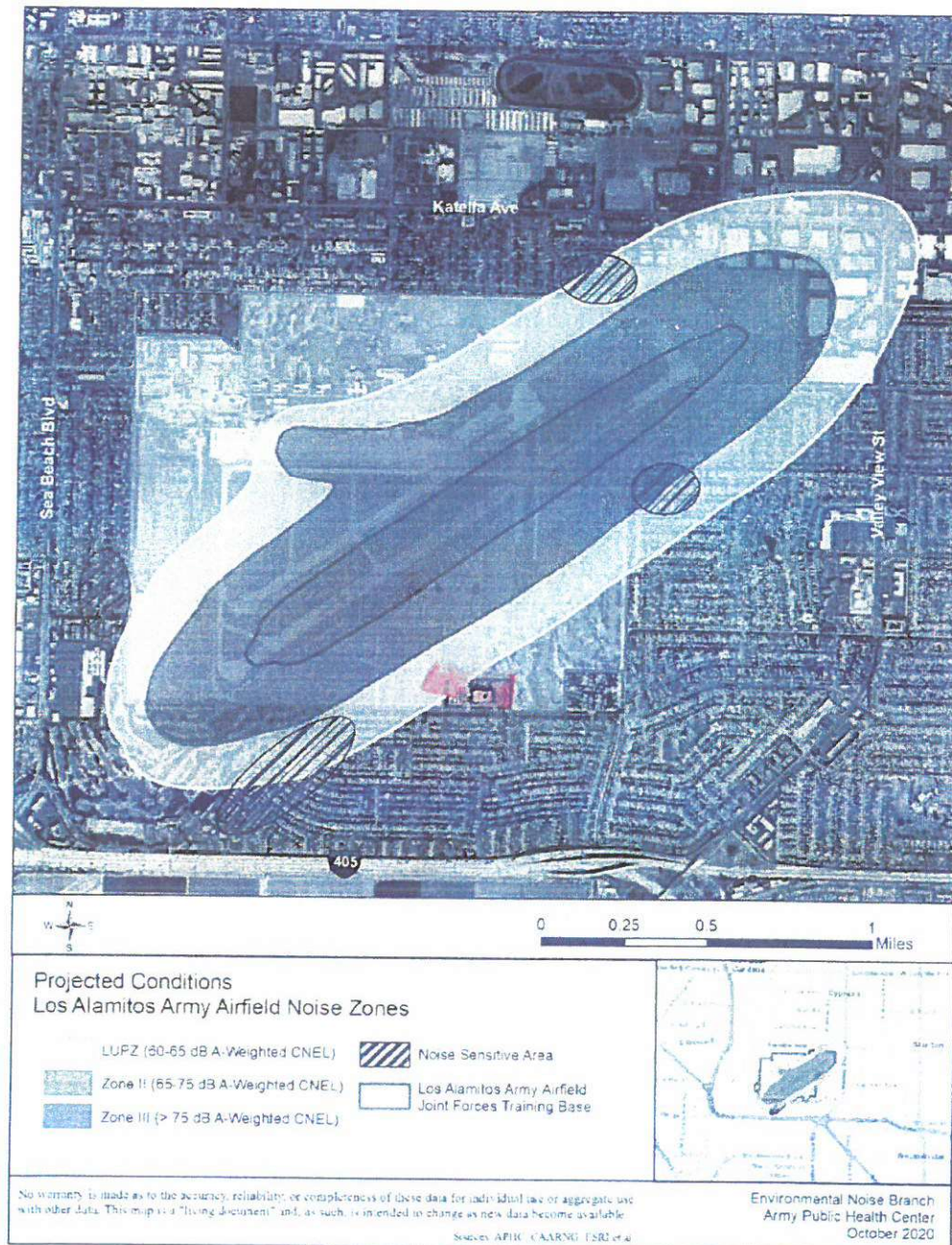


Figure 2. Projected Los Alamitos Army Airfield Noise Zones

Housing Element



Housing Element Residential Land Resources **AB**

Site 9 is currently occupied by a church, and is for sale. The City will apply R4 zoning to the 5 acre property, which would generate a mix of affordable and market rate units including 20 units for lower income households and 40 units for moderate income households. The balance of the project would allow up to 50 units of housing available to above moderate income households.

Site 10 is currently occupied by a commercial development, and consists of 3 acres. The site will be rezoned to R4, and is expected to develop as a mixed income project, to include 10 lower income units, 15 moderate income units and 65 above moderate income units.

Site 11 is currently occupied by market rate housing, and is planned for renewal. The site will be rezoned from R4 to R4, and will provide up to 30 moderate income units.

As set forth in Policy Action 4.4, the City will enforce the units designated in Sites 3a, 3b and 5 to meet RHNA per Table B-2 and Figure B-1 as future projects are developed on these sites. Proposals that include fewer units than designated will not be approved by the City unless alternative sites are identified. The City has been successful in identifying additional sites for the development of housing.

Table B-2
Sites Inventory and Projected Units

Sites Description							
Site ID	APN	Address	Acres	Existing GP	Existing Zoning	Proposed Zoning	Projected Density
1	242-203-27	10909 Los Alamitos Blvd	0.85	Mixed Use	TCMU	TCMU	60
	242-203-28	10877 Los Alamitos Blvd	0.58	Mixed Use	TCMU	TCMU	60
2a	242-171-02	10956 Los Alamitos Blvd	0.68	Mixed Use	TCMU	TCMU	60
2b	242-171-07	10900 Los Alamitos Blvd	3.1	Mixed Use	TCMU	TCMU	60
2c	242-172-01	10900 Pine Street	0.48	Mixed Use	TCMU	TCMU	60
2d*	242-172-02	10902 Pine Street	0.17	Mixed Use	TCMU	TCMU	60
3	222-091-01	11021 Reagan Street	0.35	Mixed Use	TCMU	TCMU	60
	222-091-21	3636 Katella Avenue	0.7	Mixed Use	TCMU	TCMU	60
4a	222-093-12	11182 Los Alamitos Blvd	0.74	Mixed Use	TCMU	TCMU	60
4b	222-093-13	11232 Los Alamitos Blvd	0.13	Mixed Use	TCMU	TCMU	60
6	130-012-35	4655 Lampson Ave	12.4	Community & Institutional	C-F	R3	20



Housing Element Residential Land Resources



Site ID	APN	Address	Acres	Existing GP	Existing Zoning	Proposed Zoning	Projected Density
7	241-241-35	Laurel Park	2 of 4	Community & Institutional	C-f	R4	30
8	242-212-11 242-212-08 242-212-10	3191 Katella/City Hall	3.2	Retail Business	C-G	R4	30
9	241-251-14	4142 Cerritos Ave	5	Community & Institutional	C-F	R4	30
10	222-181-01. 222-181-02	5030-5084 Katella	3	Retail Business	C-G	R4	30
11	242-222-06	3370 Cerritos Ave	1.2	Multi-Family	R3	R4	30

Projected Units

Site ID	Maximum Units	Very Low Income	Low Income	Moderate Income	Above Moderate Income	Units for RHNA
1	86	7	4	5		16
2a	41	2	2	2		6
2b	186	32	9	22		63
2c	29	11	8	9		28
2d	10	4	3	3		10
3	63	3	4	4		11
4a	44	2	3	2		7
4b	8	1		1		2
6	248	38	39		171	248
7	60	30	20	10		60
8	96	50	30	16		96
9	150	10	10	40	90	150
10	90	10		15	65	90
11	36			30		30
Total	1147	200	132	159	326	817
RHNA	769	194	119	145	311	769
Surplus Capacity	-	6	13	14	15	48

DRAFT HOUSING ELEMENT

3

Housing Element

Housing Resources and Constraints

iv. Fire Hazards

The City of Los Alamitos contracts with the Orange County Fire Authority for fire protection and emergency medical services. The local fire station in Los Alamitos is located at 3642 Green Avenue. The fire station houses three Fire Captains, three Engineers, and three Firefighters. Additional resources are also available from 77 Orange County Fire Stations, the City of Long Beach, and Los Angeles County. Due to the low density character of the community and sparse wildland areas in the City, the wildland fire hazard is considered to be insignificant or low. The inventory sites are not located in or near state responsibility areas or Very High Fire Hazard Severity Zones as classified by the California Department of Forestry and Fire Protection.

v. Noise

The existing noise environment surrounding the City of Los Alamitos is influenced primarily by transportation related noise sources. These transportation related noise sources include traffic noise from nearby roadways (i.e., I-605, Katella Avenue and Los Alamitos Boulevard) and aircraft noise from the Joint Forces Training Base (JFTB). Stationary noise sources include air conditioning units, power generators, air compressors, school bells, and power equipment. The City of Los Alamitos General Plan has traffic noise contours for assessing the compatibility of residential uses with transportation related noise sources. The City has also adopted a Noise Ordinance that sets criteria for residential areas impacted by stationary noise sources, including "not to exceed" noise levels for various periods of time and regulations for special activities.

Most sites listed in the Sites Inventory are outside of the 60/65-CNEL noise contours established for JFTB, except the Site 6 which is partially within the 60-CNEL noise contour but completely outside the 65-CNEL noise contour. The City enforces California Building Code's standards for residential construction practices and building materials to ensure that interior noise levels do not exceed 45 dBA. Future housing projects will be subject to CBC requirements and thus meet the City noise standards of 45 dBA at night and 55 dBA during the day for residential uses as set forth in the General Plan.

b. Infrastructure Constraints

i. Water

The Golden State Water Company owns and operates the extensive network of water lines that serves Los Alamitos. The water system supply sources include a mixture of groundwater from the Orange County Groundwater Basin and imported water from the

GENERAL PLAN

Goal 3: Development that is consistent with the Airport Environs Land Use Plans for the Joint Forces Training Base and Orange County Heliports.

Policy 3.1 can also be found in the Public Facilities and Safety Element as Policy 4.1.

Policy 3.1 Land use compatibility. Approve development and require mitigation measures to ensure existing and future land use compatibility as shown in the City's Noise Ordinance, the Land Use and Noise Compatibility Matrix, the State Interior and Exterior Noise Standards, and the Airport Environs Land Use Plan (AELUP) for the JFTB.

Policy 3.2 Federal Aviation Regulation Part 77. Do not approve buildings and structures that would penetrate Federal Aviation Regulation (FAR) Part 77 Imaginary Obstruction Surfaces for JFTB, Los Alamitos unless found consistent by the Airport Land Use Commission (ALUC). Additionally, in accordance with FAR Part 77, required applicants proposing buildings or structures that penetrate the 100:1 Notification Surface to file a Form 7460-1 Notice of Proposed Construction or Alteration with FAA and provide a copy of the FAA determination to the City and the ALUC for Orange County.

Policy 3.3 Structures above 200 feet. For development projects that include structures higher than 200 feet above existing grade, the City shall inform the ALUC and submit materials to the ALUC for review. Proposed projects that would exceed a height of 200 feet above existing grade shall be required to file Form 7460-1 with the Federal Aviation Administration (FAA).

Policy 3.4 Heliport/helistop approval and requirements. Approve the development of a heliport or helistop only if it complies with the AELUP for Heliports. Ensure that each applicant seeking a conditional use permit or similar approval for the construction or operation of a heliport or helistop complies fully with the state permit procedure provided by law and with all conditions of approval imposed or recommended by the FAA, by Orange County ALUC, and by Caltrans/Division of Aeronautics. This requirement shall be in addition to all other City development requirements.

Policy 3.5 New residential units. Do not approve the construction of new residential units within the 65 dBA CNEL noise contour for the JFTB.

Policy 3.6 JFTB noise contours. Require the use of JFTB noise contours to ensure new development is compatible with the noise environment.

Policy 3.7 Deed disclosure notice. Provide notice of airport in the vicinity where residential development is being proposed within the 60 dBA CNEL noise contours for the

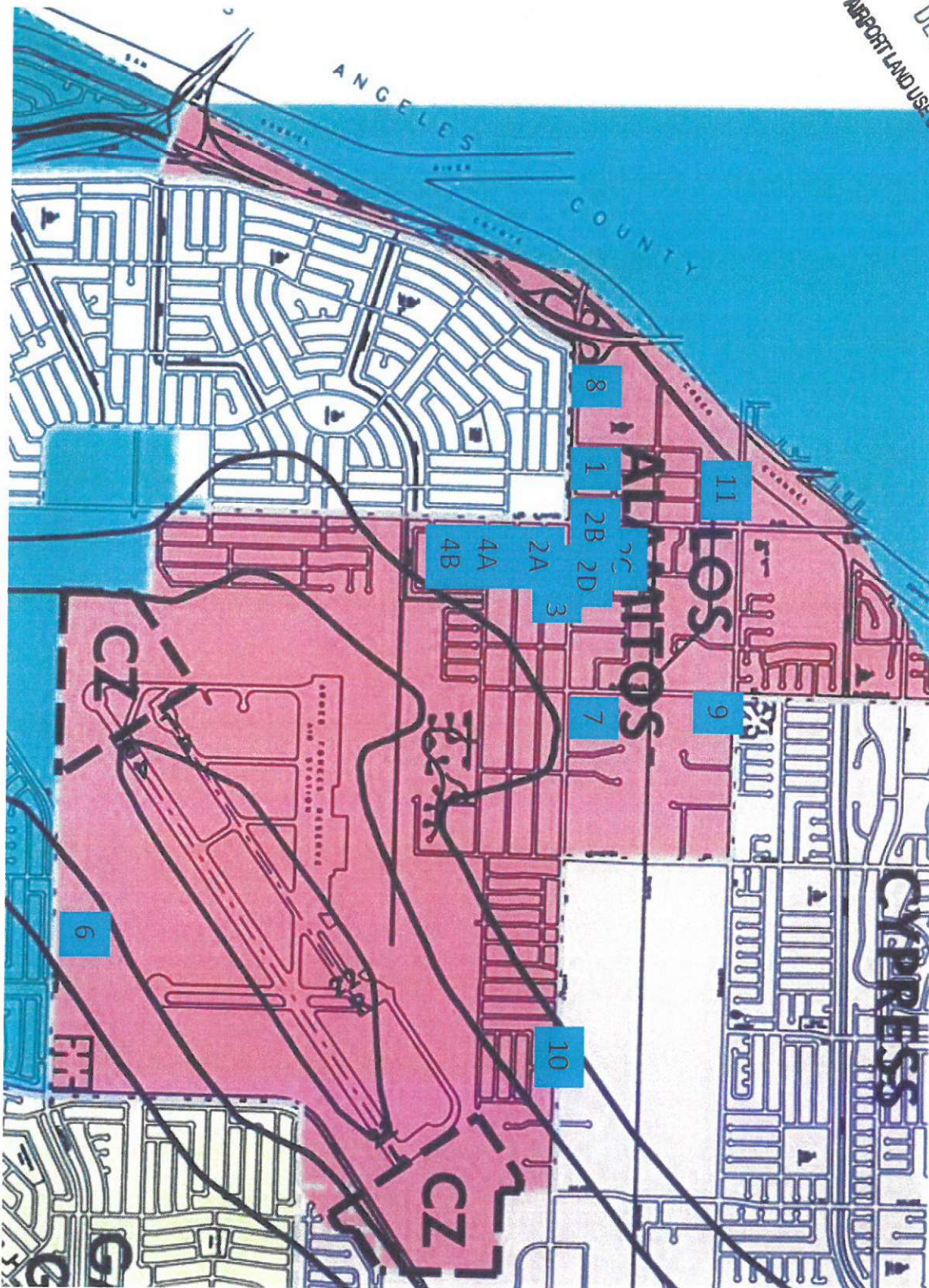
GENERAL PLAN

JFTB. Require that the following language be included as part of the Deed Disclosure Notice:

NOTICE OF AIRPORT IN VICINITY

This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.

RECEIVED
DEC 27 2022
AIRPORT LAND USE COMMISSION





AIRPORT LAND USE COMMISSION

FOR ORANGE COUNTY

3160 Airway Avenue • Costa Mesa, California 92626 • 949.252.5170 fax: 949.252.6012

January 23, 2023

Tom Oliver, Associate Planner
City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720-5600

Subject: Los Alamitos Housing Element Update 2021-2029

Dear Mr. Oliver:

During the public meeting held on January 19, 2023, the Airport Land Use Commission (ALUC) for Orange County considered the subject item. The matter was duly discussed and with a 5-1 vote, the Commission found the proposed Housing Element Update 2021-2029 6th Cycle to be Inconsistent with the *Airport Environs Land Use Plan for Joint Forces Training Base Los Alamitos (AELUP for JFTB)* per:

- Section 2.1.1 Aircraft Noise, that the “aircraft noise emanating from airports may be incompatible with general welfare of the inhabitants within the vicinity of an airport.”
- PUC Section 21674, (as referenced in Section 1.2 of the *AELUP for JFTB Los Alamitos*) which states that the Commission is charged by PUC Section 21674(a) “to assist local agencies in ensuring compatible land uses in the vicinity of ...existing airports to the extent that the land in the vicinity of those airports is not already devoted to incompatible uses,” and PUC Section 21674(b) “to coordinate planning at the state, regional and local levels so as to provide for the orderly development of air transportation, while at the same time protecting the public health, safety and welfare.”
- General Land Use Policies in Section 3.2.1 which states that “within the boundaries of the AELUP, and land use may be found to be Inconsistent with the AELUP which (1) Places people so that they are affected adversely by aircraft noise and (2) Concentrates people in areas susceptible to aircraft accidents.”

Please contact me at lchoum@ocair.com or Julie Fitch at jfitch@ocair.com or call us at (949) 252-5170 if you have questions regarding this proceeding. Thank you.

Sincerely,

Lea U. Choum
Executive Officer

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 21, 2023

ITEM NUMBER: 11A

To: Mayor Tanya Doby & Members of the City Council

Presented By: Chelsi Wilson, Administrative Services Manager

Subject: Non-Represented Employees Agreement Amendment

SUMMARY

This report seeks approval for two changes to the Non-Represented Agreement.

RECOMMENDATION

Adopt Resolution No.2023-09, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ESTABLISHING SALARIES AND BENEFITS FOR NON-REPRESENTED EMPLOYEES AND REPEALING RESOLUTION NUMBERS 2021-25, 2022-07 AND 2022-24 IN THEIR ENTIRETY."

BACKGROUND

The following outlines the two changes to the Non-Represented Employees Agreement that are recommended:

1. Annual Vacation Payoff, adding 80 hours
2. City Vehicle for Support Services Manager with all variable expenses

DISCUSSION

The Non-Represented Agreement requires some clean up to formally adopt current practices.

SECTION 6 (G) – ANNUAL VACATION PAYOFF

Section 6(G) shall be amended and restated as follows:

Employees may receive pay for up to one hundred sixty (160) hours of accumulated vacation time during each calendar year provided they have used a minimum of eighty (80) vacation hours during the previous calendar year. Employees not using at least 80 hours of vacation during the previous calendar year may receive vacation payoff if such payoff is recommended by the Department Director and approved by the City Manager.

SECTION 26 (B) – MILEAGE REIMBURSEMENT AND CAR ALLOWANCE

Section 26(B) shall be amended and restated as follows:

Police Chief, Police Captains, and Support Services Manager. The Police Chief, Police

Captains, and Support Services Manager shall be provided with a City vehicle for personal and business use within the State of California. The City shall provide and include all variable costs and expenses of the vehicle, including registration, license fees, insurance, maintenance, fuel, and repairs.

FISCAL IMPACT

The fiscal impact associated with the various changes that are recommended is incorporated in the 2022/2023 Approved Budget.

Attachment: 1. Resolution No. 2023-09 - Non-Represented Employees
 2. Exhibit A

RESOLUTION NO. 2023-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ESTABLISHING SALARIES AND BENEFITS FOR NON-REPRESENTED EMPLOYEES AND REPEALING RESOLUTION NUMBERS 2021-25, 2022-07 and 2022-24 IN THEIR ENTIRETY

WHEREAS, the City of Los Alamitos desires to promote improved employer-employee relations between the City of Los Alamitos and its employees by establishing and presenting the rights and benefits of the employees and the City of Los Alamitos.

WHEREAS, on November 15, 2021, the City Council adopted Resolution 2021-25 establishing the salaries and benefits for Non-Represented Employees (the “Salary and Benefit Resolution for Non-Represented Employees”); and,

WHEREAS, on February 28, 2022 the City Council adopted Resolution 2022-07 amending the Salary and Benefit Resolution for Non-Represented Employees to add a Finance Manager position to Middle Management; and,

WHEREAS, on July 18, 2022 the City Council adopted Resolution 2022-24 amending the Salary and Benefit Resolution for Non-Represented Employees to include an Economic Development Supervisor position to Confidential Employees; and,

WHEREAS, the City of Los Alamitos seeks to amend the salary schedules and health benefit contributions for Executive Management and Non-Represented employees; and,

WHEREAS, the changes to the agreement and salary schedules become effective January 23, 2023.

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

SECTION 1. Title of Resolution. This Resolution shall be known as the Salary and Benefit Resolution for Non-Represented Employees of the City of Los Alamitos.

SECTION 2. Statement of Purpose. Employer and Non-Represented Employee Relations. This Resolution is adopted to provide reasonable and orderly procedures for the administration of employer-employee relations between the City and its non-represented employees.

SECTION 3. Definitions.

- A. CITY: The City of Los Alamitos, a municipal corporation, and where appropriate herein, "City" refers to the City Council, the governing body of said City, or any duly authorized representative of the City of Los Alamitos.
- B. DAYS: Calendar days, unless otherwise stated.
- C. EMPLOYEE OR NON-REPRESENTED EMPLOYEE: Except as otherwise specified in this Resolution, any person regularly employed by the City of Los Alamitos in one or more full-time positions of Executive Management, Middle Management or Confidential Employees.
 - 1. Executive Management employees are the following positions: City Clerk/Director of Communications, City Clerk, Administrative Services Director, Administrative Services Manager, Police Chief, Development Services Director, Recreation and Community Services Director, Assistant City Manager, and City Manager.
 - 2. Middle Management employees are the following positions: Recreation Manager, Development Services Manager, Police Captain, Public Services Superintendent, Support Services Manager, Finance Manager.
 - 3. Confidential employees are the following positions: Public Works Supervisor, Recreation Supervisor, Assistant to the City Manager, Deputy City Clerk, Benefits Coordinator/Executive Assistant, and Economic Development Supervisor.

SECTION 4. City Responsibilities and Rights.

Rights Enumerated. Nothing herein shall be construed to restrict any legal or inherent exclusive City rights with respect to matters of general legislative or managerial policy. Except as otherwise specifically provided in this Resolution, or amendments or revisions thereto, the City has and retains the sole and exclusive rights and functions of management, including, but not limited to, the following:

- A. To determine the merits, necessity, nature or extent of services to be performed, as well as the right to determine and implement its public function and responsibility, and the mission of its constituent departments, commissions and boards.
- B. To set standards of service and manage all facilities and operations of the City, including the methods, means and personnel by which the City's operations are to be conducted.
- C. To schedule working hours, allot, and assign work.

- D. To establish, modify, or change work schedules or standards.
- E. To direct the working forces, including the right to hire, promote, demote or transfer any employee, and determine the procedures and standards of selection for employment.
- F. To determine the location of all plants and facilities.
- G. To determine the layout and the machinery, equipment, or materials to be used.
- H. To determine processes, techniques, methods and means of all operations, including changes or adjustments of any machinery or equipment.
- I. To determine the size and composition of the working force.
- J. To determine the policy and procedure affecting the selection or training of new employees.
- K. To establish, assess and implement employee performance standards, including, but not limited to, quality and quantity standards, the assessment of employee performance, and the procedures for said assessment.
- L. To control and determine the use of City's property, material, machinery, and equipment.
- M. To schedule the operation of and to determine the number and duration of shifts.
- N. To determine measures to promote safety and to protect health and property and take all necessary actions to carry out its mission in emergencies.
- O. To transfer work from one job to another or from one plant or unit to another.
- P. To introduce new, improved or different methods of operations, or to change existing methods.
- Q. To relieve employees from duty for lack of work or for other reasons deemed legitimate by management.
- R. To reprimand, suspend, demote, reduce in pay, discharge or otherwise discipline employees for cause. The judgment of management shall govern except for an abuse of discretion.
- S. To establish and determine job classifications.

- T. To contract or subcontract work with outside public or private entities and maintain the efficiency of governmental operations.
- U. To take such other and further action as may be necessary to organize and operate the City in the most efficient and economical manner for the best interest of the public it serves.
- V. To terminate at-will employees with or without cause or notice, and without right of appeal or hearing.

SECTION 5. Salary Ranges.

- A. The salary steps and ranges of all classifications governed by this Resolution shall be as specified in Exhibits A1, A2, and A3 attached hereto and incorporated by reference.
- B. Market Adjustment Policy: In order to retain high-performing employees, promote excellent job performance, recruit competitively, but remain fiscally prudent, the City Manager is authorized to adjust the steps and ranges in Exhibits A1, A2, and A3 for management employees position-by-position based upon performance, as follows:
 - 1. The City Manager may conduct salary surveys from time to time with respect to some or all of the non-represented employees' positions and to adjust steps and ranges, within the parameters stated in this section, based on performance and market conditions.
 - 2. The surveyed cities shall, at a minimum, include those in Orange County with populations of less than 30,000 and the immediately adjacent cities of Cypress and Seal Beach.
 - 3. Adjusted compensation may not exceed the compensation provided to the lowest top-step of a comparable position in Orange County according to the survey.
 - 4. All compensation adjustments must be within the Council-approved budget.

SECTION 6. Vacation.

- A. Purpose. The purpose of annual vacation is to enable eligible employees to take time off to provide a break from their work-related duties and responsibilities and to return to work refreshed.
- B. Basis of Accrual. New employees shall begin accrual of vacation leave effective their first day of employment. New employees shall not be allowed to take vacation leave until six months of continuous full-time service. Vacation leave shall accrue to employees on a bi-weekly basis at a pro-rated amount equivalent to the annual amounts specified below. No employee may accumulate more than three hundred (300) hours of vacation leave. When an employee's accumulated vacation leave

balance reaches three hundred (300) hours, that employee shall not accrue any further vacation leave until such time as the employee's accumulated vacation leave balance is reduced below three hundred (300) hours. In order to promote recruiting and retention efforts, the City Manager shall have the discretion to modify this schedule for an individual employee at the time of hire or promotion when he or she determines it to be in the best interests of the City.

Annual vacation leave accrual for employees hired before August 1, 1987 shall be limited as follows:

<u>Years of Service</u>	<u>Hours</u>
0-3	120
4	128
5	136
6-10	144
11	152
12	160
13	168
14	176
15	184
16	192
17 and over	200

Annual vacation leave accrual for employees hired on or after August 1, 1987, shall be limited as follows:

<u>Years of Service</u>	<u>Hours</u>
0-2	80
3	88
4	96
5	104
6	112
7	120
8	128
9	136
10	144
11	152
12	160
13	168
14 and over	176

- C. Effect of Holiday(s) on Vacation Leave. In the event one or more municipal holidays fall within an annual vacation leave, such holiday shall not be charged as vacation leave, but may be credited as a holiday.

- D. Effect of Leave of Absence on Accrual of Vacation Leave. The granting of any leave of absence without pay shall cause the accrual of vacation leave to cease. Upon return to the City, an employee shall resume his or her regular accrual of vacation leave. A leave of absence without pay shall not count towards years of service for the accrual of vacation leave.
- E. Compensation for City Work During Vacation Prohibited. No person shall be permitted to work for compensation for the City in any capacity during the time of his or her vacation leave from City service. This clause shall not limit the City's right to recall an employee from vacation leave in the event of an emergency and place him or her on regular pay status.
- F. Scheduling Vacations. The times during a calendar year at which an employee may take his or her vacation leave shall be determined by the Department Director or the City Manager when the employee is a Department Director, with due regard for the wishes of the employee and particular regard for the needs of service.
- G. Annual Vacation Payoff. Employees may receive pay for up to one hundred sixty (160) hours of accumulated vacation time during each calendar year provided they have used a minimum of eighty (80) vacation hours during the previous calendar year. Employees not using at least 80 hours of vacation during the previous calendar year may receive vacation payoff if such payoff is recommended by the Department Director and approved by the City Manager.
- H. Vacation Payoff Upon Termination. Upon termination of employment, the employee shall be paid in a lump sum for all accumulated vacation leave time at the rate of pay in effect upon termination.

SECTION 7. Sick Leave.

- A. Accrual and Use of Sick Leave. Sick leave with pay shall accrue at the rate of eight (8) hours for each calendar month of service. Accumulation shall be unlimited. Pursuant to Government Code Section 21163, sick leave shall only be granted for non-industrial injury or illness and shall be allowed if: (1) actual non-industrial illness or disability makes it impossible for the employee to perform his or her normal work assignments; (2) because of the illness of the employee's spouse or dependent child who requires constant care and no other care is available and/or financially feasible except that of the employee; or (3) a prescheduled doctor, dental or optometry appointment which has been approved by their Department Director.
- B. Proof of Illness. In order to receive compensation while absent on sick leave, the employee shall notify his or her immediate supervisor thirty (30) minutes prior to the time set for beginning his or her daily duties, or as may be specified by the employee's supervisor. The employee may be required to file a physician's certificate justifying the need for any absence. Proof of violation of sick leave

privileges may result in disciplinary action and/or loss of pay when in the opinion of the City Manager the employee has abused such privileges. Employees on approved Family Medical Leave for intermittent illness or injuries shall not be required to show proof of illness for each instance of sick leave usage.

- C. Effect of Holidays on Sick Leave. Observed holidays occurring during sick leave shall not count as a day of sick time.
- D. Annual Sick Leave Payoff. An employee shall be allowed to accumulate sick leave from year to year. In December, upon the written request of the employee, the City shall compensate the employee for either (1) up to 25% of his or her current year's unused sick leave, or (2) up to twenty-four (24) hours of accumulated sick leave, provided that in either case a minimum of 480 hours remains in the employee's account.
- E. Regular Service Retirement Sick Leave Options. Upon a regular service retirement as defined by the Public Employees Retirement System, an employee may receive compensation for accumulated sick leave under either of the following two options:
 - 1. A lump sum payment of 25% of the first 720 hours of accumulated sick leave and 50% of the hours between 720 and 1,040. There will be no compensation for any hours in excess of 1,040 under this option. Said sum shall be based on the employee's salary rate being paid at the time of the employee's service retirement.
 - 2. If allowed by CalPERS, an exchange of all accumulated sick leave for service credit time in the Public Employees Retirement System.An employee must choose option 1 or 2. An employee will not be allowed to do both.
- F. Family Member Illness. Each calendar year, an employee may use up to one-half (1/2) of annual sick leave accrual to attend to the illness of a parent, child, spouse or registered domestic partner of the employee.

SECTION 8. Bereavement Leave. Whenever an employee is compelled to be absent from duty by reason of death or critical illness (where death appears imminent) of members of the employee's immediate family (father, mother, brother, sister, spouse, children, mother-in-law, father-in-law, grandmother, grandfather, or grandchildren) said employee shall be entitled to a leave of absence with pay for a period not to exceed twenty-four (24) working hours. Bereavement Leave in excess of twenty-four (24) working hours may be granted at the sole discretion of the City Manager for employees who must travel out of state to attend a funeral covered under this provision. Where such death or critical illness has occurred, the employee shall furnish satisfactory evidence of such death or illness to his or her Department Director. Such leave of absence shall not

be allowed in any case where in the preceding six (6) calendar months a leave on the grounds of critical illness of that same relative has been granted. Bereavement leave shall not be charged against sick leave.

SECTION 9. Temporary Disability Leave.

- A. Industrial Related Disability. Employees shall be entitled to the benefits under this subsection only after the City has determined that the disability is industrial related. If an employee is injured on the job to such an extent that temporary industrially related disability leave is necessary, the employee's salary shall be continued at the full rate of pay for a period up to thirty (30) calendar days with no charge to sick leave. After thirty (30) calendar days, the employee may utilize accrued vacation leave, sick leave and compensatory time off to supplement the benefits received pursuant to worker's compensation laws to provide for full salary maintenance during the period of temporary industrially related disability.

Further disability leave benefits and requirements shall be provided as set forth in the City of Los Alamitos' Family Care and Medical Leave Policy.

If leave without pay is utilized, no accruals of sick leave, vacation leave, other benefits or seniority will be credited to the employee. The employee shall not forfeit any of the benefits or seniority accumulated prior to the commencement of the leave without pay.

- B. Non-Industrial Related Disability. Upon submission of a certificate from a licensed physician indicating that an employee shall be placed on temporary disability leave for a non-industrially-related disability, the employee shall be entitled to non-industrially related temporary disability leave. The employee utilizing non-industrially related temporary disability leave may utilize all accumulated sick leave, vacation leave and compensatory time off. When the employee is not using accumulated sick leave, vacation leave and compensatory time off, the absence will be on the basis of leave without pay.

Further disability leave benefits and requirements shall be provided as set forth in the City of Los Alamitos' Family Care and Medical Leave Policy.

If leave without pay is utilized, no accruals of sick leave, vacation leave, other benefits or seniority will be credited to the employee. The employee shall not forfeit any of the benefits or seniority accumulated prior to the commencement of the leave without pay.

SECTION 10. Employee Contracts. In order to be eligible for the benefits provided for under this Resolution and prior to receipt of such benefits, each Executive Management employee must execute an employment agreement in a form approved by the City Council, City Manager, and City Attorney.

SECTION 11. Labor Code Section 4850 Disability Benefits For Safety Service Personnel. Those employees in the positions of Police Chief and Police Captain shall be provided with the applicable disability benefits provided under Labor Code Section 4850.

SECTION 12. Parental Leave. The City Manager shall grant a female employee's request for a leave of absence without pay for the purposes of pregnancy, childbirth, or because of a disability caused by pregnancy or related complications, for a period not to exceed seven months. When the employee has notified the City Manager as to the period of the leave of absence required, any change in the length of the period of leave shall not be effective unless approved by the City Manager.

The City Manager shall grant the request of a male employee for a leave of absence without pay for a period not to exceed six months to care for his newborn child. When the employee has notified the City Manager as to the period of the leave of absence required, any change in the length of the period of leave shall not be effective unless approved by the City Manager.

The City Manager may grant an employee's request for a leave of absence without pay to care for a newly adopted child for a period not to exceed 6 months. The employee shall provide documentation to support the request for adoption leave. When the employee has notified the City Manager as to the period of the leave of absence required, any change in the length of the period of leave shall not be effective unless approved by the City Manager.

If leave without pay is utilized, no accruals of sick leave, vacation leave, other benefits or seniority will be credited to the employee. The employee shall not forfeit any of the benefits or seniority accumulated prior to the commencement of the Parental Leave.

Where permitted by law, leave granted under this Parental Leave Section shall run concurrently with leave as provided in the City of Los Alamitos' Family Care and Medical Leave Policy, and the pregnancy disability leave portions of the California Fair Employment and Housing Act.

SECTION 13. Jury Duty. Subject to the exception described below, the City shall compensate an employee on jury duty for up to forty (40) working hours within the calendar year. When called to jury duty, an employee, having provided at least five (5) working days written notice, shall be entitled to his or her regular compensation provided that said employee deposits his or her compensation fees for jury service with the Finance Officer. Employees released early from jury duty shall report to their Department Director for the duration of their shift. Employees shall be entitled to keep mileage reimbursement pay while on jury duty. Consideration for salary continuation in excess of forty (40) working hours shall be conditioned upon sufficient evidence being presented to the City Manager that the employee advised the Court of a forty (40) working hour limitation on salary continuation being provided by the City, requested dismissal from jury duty, and that the Court did not excuse the employee from jury service.

SECTION 14. Leave of Absence Without Pay. Any employee may be granted a personal leave of absence without pay for ninety (90) days or less with the approval of the City Manager. A request for a personal leave of absence exceeding ninety (90) days must also be approved by the City Manager.

- A. Authorization Procedure. Requests for leave of absence without pay shall be made upon forms prescribed by the City Manager. The employee shall state the reason for the request, the date when the absence is to begin, and the probable date of return. The request shall normally be initiated by the employee, but may be initiated by the City Manager. The City Manager shall make his or her recommendation in writing and forward to the employee.
- B. Length of Leave and Extension. A leave of absence without pay may be made for a period not to exceed six (6) months. Provisions for granting an extension of up to six (6) months shall be the same as that in granting the original leave, provided that the extension request is made no later than fourteen (14) calendar days prior to the expiration of the original leave.
- C. Return From Leave. When an employee intends to return from an authorized leave of absence without pay, he or she shall contact the City Manager at least fourteen (14) calendar days prior to the day he or she plans to return.
- D. Leave Without Pay - Insurance Payments. An employee on leave without pay may continue his or her City insurance benefits by reimbursing the City for the cost of insurance on a monthly basis during the period of the leave. Failure to reimburse the City for such benefits during the term of the leave of absence will result in the employee's coverage terminating on the last day of the month in which the last payment was received.
- E. Leave Without Pay - Other Benefits. When leave of absence without pay is utilized, no accruals of sick leave, vacation leave, other benefits or seniority will be credited to the employee. The employee shall not forfeit any of the benefits or seniority accumulated prior to the commencement of the leave without pay.
- F. Family Medical Leave – Insurance Payments. The City will continue to make insurance contributions on behalf of employees on approved Family Medical Leave for a maximum of twelve (12) weeks. Employees on approved Family Medical Leave will continue to be responsible for their out-of-pocket contribution toward insurance costs.

SECTION 15. Holidays.

- A. Authorized Holidays. Employees shall be entitled to the following holidays with pay each calendar year as well as other such days as may be designated by action of the City Council:

- January 1 (New Years Day)
- The third Monday in January (King's Birthday)
- The third Monday in February (President's Day)
- The last Monday in May (Memorial Day)
- July 4 (Independence Day)
- The first Monday in September (Labor Day)
- November 11 (Veterans Day)
- The fourth Thursday in November (Thanksgiving Day)
- The Friday after Thanksgiving Day
- December 24 (Christmas Eve)
- December 25 (Christmas)
- Eighteen (18) hours of floating holiday time to be used by the employee with City Manager approval during the calendar year (January 1 - December 31).

No employee shall accumulate more than eighteen (18) hours of floating holiday. On January 1 of each year, each employee will receive only that number of floating holiday hours that is necessary to bring the accumulated total to eighteen (18) hours.

Employees that work "regular" eight hour days shall receive eight hours of holiday pay. Employees that work a "9/80" schedule shall receive nine hours of holiday pay except when the holiday falls on the Friday that the employee would normally work an eight hour day, in which case the employee shall receive eight hours of holiday pay.

- B. Floating Holidays for New Employees. At the time of hire, new employees shall receive the following floating holiday hours based upon their date of hire:

Date of Hire	9/80	Regular
January 1 – March 31	18	16
April 1 – June 30	14	12
July 1 – September 30	10	8
October 1 – December 31	0	0

- C. Procedure if Holiday Falls on Saturday or Sunday. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday.
- D. Non-Management Employees Required to Work on Holiday. Any Non-Management employee who shall be required to work on any holiday which he or she is entitled to take off under the above provisions shall receive equivalent time off, as determined by the City Manager.

SECTION 16. Administrative Leave. Exempt employees may receive a maximum of eighty (80) hours of Administrative Leave annually. Employees shall not accrue more than eighty (80) hours of Administrative Leave, and shall not receive compensation for accrued Administrative Leave upon termination of employment. Administrative Leave accrual shall be prorated for exempt employees hired after the first full pay period in January.

SECTION 17. Exempt Employees. All non-represented employees are exempt and therefore not entitled to receive overtime compensation in accordance with the provisions of the Fair Labor Standards Act.

SECTION 18. Monthly Insurance Contribution. The monthly contribution from the City toward the payment of premiums for health, dental, and optical insurance programs shall be:

	Employee	Employee +1	Family
January 1, 2022	\$1294	\$1419	\$1469
January 1, 2023	\$1294	\$1419	\$1469
January 1, 2024	\$1319	\$1419	\$1469

Any contribution necessary to maintain benefits under any insurance program in excess of the monthly City contribution shall be borne entirely by the employee.

Any employee who can certify that he/she is insured under another health plan, which has equal or better coverage than the City's plan, may elect to receive \$500.00 per month in lieu of participation in the City's health program. Any employee who can certify that he/she is also insured under other dental and vision plans having equal or better coverage than the City's plans, may elect to receive an additional \$200.00 per month in lieu of participation in the City's dental and vision programs, for a total of \$700.00 per month of compensation in lieu of health, dental and vision insurance plan participation.

SECTION 19. Dental Plan. The City agrees to make available a dental plan to employees and dependents. Participation in this plan shall be at the option of the employee. Employees electing to participate in this plan may apply excess funds from the City's monthly medical insurance contribution towards the premium payment of the dental plan. Any additional cost in excess of the City's monthly medical insurance contribution shall be borne by the employee

SECTION 20. Optical Plan. The City agrees to make available an optical plan to employees and dependents. Participation in this plan shall be at the option of the employee. Employees electing to participate in this plan may apply excess funds from the City's medical insurance contribution towards the premium payment of the optical plan. Any additional cost in excess of the City's medical contribution shall be borne by the employee.

SECTION 21. Term Life Insurance.

- A. Confidential Employees. After sixty (60) days on the payroll, the City will provide each employee with term life insurance and accidental life and dismemberment policies. The amount of coverage will be based on one and one-half times the annual salary up to a maximum of \$50,000.
- B. Executive Management Employees and Middle Management Employees. After sixty (60) days on the payroll, the City will provide each Executive Management Employee and Middle Management with term life insurance and accidental life and dismemberment policies. The amount of coverage will be based on the employee's annual salary, rounded up to the nearest \$1,000.

SECTION 22. Long Term Disability. After sixty (60) days on the payroll, the City shall continue to pay for long-term disability coverage based on two-thirds of the monthly salary to a maximum benefit of \$2,000 per month. Participation in this plan is mandatory.

SECTION 23. Physical Examination.

- A. All Employees Other Than Executive Management Employees. The City agrees to pay a licensed physician/clinic selected by the City the fee not to exceed \$370 for a physical examination. Frequency of the examination shall be in accordance with the following schedule:

<u>Age</u>	<u>Frequency</u>
To 30	Once every 4 years
31 – 39	Once every 3 years
40 - 49	Once every 2 years
50 and over	Once per year

Before undergoing a physical examination, the employee must make a written request to the City Manager for approval.

- B. Executive Management Employees. The City agrees to pay a licensed physician/clinic selected by the employee the fee not to exceed \$400 for an annual physical examination. Before undergoing a physical examination, the employee must make a written request to the City Manager for approval.

SECTION 24. Retirees Medical Insurance.

- A. PERS Medical Retirement Contribution. The City shall contribute an amount in accordance with the City's contractual obligation with PERS, if any, to the medical insurance premium cost for each retiring employee and their spouse.

B. Supplemental Benefits. Unless otherwise provided in the City Manager's discretion in an employee's employment contract with the City dated on or before September 6, 2005, in which case the City Manager may provide Pre-August 1, 1994 benefits to an employee hired after August 1, 1994, the City shall provide additional contributions to eligible employees, depending upon the employee's date of hire, as described in subsections 1 and 2 below. After September 6, 2005, the City Manager shall not have such discretion.

1. Employees Hired Before August 1, 1994. Those employees hired before August 1, 1994, who retire from the City with at least ten (10) years of continuous service and have reached the age of fifty (50) may be eligible for supplemental health care benefits effective on the date of retirement.
2. Employees Hired On Or After August 1, 1994. Those employees hired after August 1, 1994, who retire from the City with at least fifteen (15) years of continuous service and have reached the age of fifty-five (55) may be eligible for supplemental health care benefits effective on the date of retirement.

The City shall contribute a portion of the out-of-pocket premium cost for each such employee and their spouse up to the maximum amount then being contributed, and subject to the same conditions and plans provided, to the active employees pursuant to Section 18 above.

The benefits hereunder shall be available to each employee and their spouse upon a regular service retirement as defined by PERS law. The City's contribution toward employee or spousal coverage shall continue while either the employee or spouse is alive, but shall terminate at age sixty-five (65) when the employee or spouse becomes eligible for Medicare, MediCal or other public supported health insurance. In no event will the City contribute toward the medical insurance any longer than for the number of years equal to the number of years of the employee's service to the City.

Employees retiring under a regular service retirement shall be allowed to participate in the City's dental, optical and life insurance policies at their expense. Failure to reimburse the City within thirty (30) days will result in the termination of this coverage.

- C. Minimum Retiree Medical Contribution. Employees who retire from City services shall, at a minimum, be provided the retiree health stipend required by PERS law. For 2008, the minimum contribution amount is ninety-seven dollars (\$97) per month. Commencing January 1, 2009, the employer contribution shall be adjusted annually by the board to reflect any change in the medical care component of the Consumer Price Index and shall be rounded to the nearest dollar.

- D. For sworn, public safety employees hired before January 1, 1995, the insurance received for 10 years of service with the City, with a regular service retirement, shall be equal to and subject to the same conditions and plans provided to the active bargaining unit employees. City paid employee or spousal coverage shall continue while the employee or spouse is alive, but shall terminate when the employee or spouse becomes eligible for Medicare, MediCal, or other public supported health insurance; or when coverage has been for a period equal to the numbers of years of the employee's service to the City.

For sworn, public safety employees hired on or after January 1, 1995, the following schedule shall apply for those employees retiring with a regular service retirement:

Years of Service with the City of Los Alamitos	% of active Employee Benefit
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 or >	100

The City paid employee or spousal coverage shall continue while the employee or spouse is alive, but shall terminate when the employee or spouse becomes eligible for Medicare, MediCal, or other public supported health insurance; or when coverage has been for a period equal to the number of years of the employee's service to the City.

SECTION 25. Retirement. Employees qualify for minimum retirement benefits after they attain five (5) years of service and fifty (50) years of age. Retirement benefits will be based on the highest twelve months salary (except for PEPRA employees which is based upon three years) as well as employee age and length of service.

- A. Safety Service Employees. The City will provide the three percent (3%) at 50 PERS Plan for sworn safety service personnel. For PEPRA employees hired after January 1, 2013, the PEPRA retirement law will apply and the City will provide the 2.7% at 57 formula, based upon three highest years' salary.
- B. All Other Employees. Retirement benefits for non-safety service employees will be provided under the 2.7% at 55 Plan of PERS, the Level 4 of the 1959 Survivor Benefits, and the Pre-Retirement Option 2 Death Benefit. Retirement benefits will be based on the highest twelve-months' salary as well as the employee's age and length of service. For employees hired as a PEPRA employee after January 1,

2013, the PEPRA retirement law will apply and the the City will provide the 2% at 62 formula, based upon three highest years' salary.

- C. Employer Share Contribution. The City shall pay the employer share of the CalPERS retirement contribution as actuarially determined by CalPERS for each fiscal year covered by the Resolution at the applicable retirement benefit level (3.0% at 50 for sworn safety service employees and 2.7% at 55 for all other employees). At no time during this agreement will the employee be responsible for any part of the Employer's contribution to the Public Employees Retirement System. For PEPRA employees hired after January 1, 2013, in compliance with PEPRA, the City will pay 50% of the normal cost.
- D. Employee Share Contribution. Each employee will pay the full employee's share in the amount of 8% for miscellaneous employees and 9% for sworn safety employees. For employees hired after January 1, 2013, in compliance with PEPRA, PEPRA employees will pay 50% of the normal cost.

SECTION 26. Mileage Reimbursement And Car Allowance.

- A. Executive Management Employees. Executive Management employees shall be given the choice of receiving either (1) a car allowance as provided below, or (2) the use of a City vehicle for business purposes and mileage reimbursement as provided below. Executive Management employees may choose only one of these two options.

If an Executive Management employee chooses a car allowance, the City shall provide a car allowance of \$300.00 per month. All employees provided with a car allowance hereunder must provide proof of automobile insurance, and are precluded from receiving mileage reimbursement.

If an Executive Management Employee chooses to use City vehicles for business purposes, such employee shall also be entitled to mileage reimbursement when the employee utilizes his or her own vehicle for City business. Upon the submittal of a reimbursement form with their Department Director approval, the employee shall be reimbursed at the rate allowed by the Internal Revenue Service.

- B. Police Chief, Police Captains, and Support Services Manager. The Police Chief, Police Captains, and Support Services Manager shall be provided with a City vehicle for personal and business use within the State of California. The City shall provide and include all variable costs and expenses of the vehicle, including registration, license fees, insurance, maintenance, fuel, and repairs.
- C. Return of City Vehicles. Any employee receiving the use of a City vehicle shall return the vehicle upon separation from employment or if the employee is absent from active duty service for more than thirty (30) days.

SECTION 27. Education Reimbursement. All Middle Management and Confidential employees are eligible for reimbursement by the City for tuition in connection with educational endeavors. Tuition reimbursement shall not exceed the per unit cost charged by the California State University System. The per unit cost shall be based on three (3) units if one (1) class is taken during a quarter or semester, or based on six (6) units if more than one (1) class is taken during a quarter or semester. Only those courses, which have a bearing on the employee's position with the City, will be considered by the City Manager for reimbursement.

In order to be reimbursed, an employee must submit a request for reimbursement to his or her Department Director for recommendation to the City Manager. The request must be in writing and include the name of the school, the course title, the cost of enrollment, and the reasons why the course is beneficial to the employee and City. The request will then be forwarded to the City Manager for final approval or disapproval.

The employee will pay for all costs for the approved course. In order to be reimbursed, an employee must submit proof of successful completion of the course. In graded courses, a letter grade of C or better is required; in a pass/fail course, a pass is required; and in a credit/no credit course, a credit is required.

An employee must also submit receipts for tuition expense. This will then be processed through the Administrative Services Department.

Employees who utilize the City's Tuition/Education/Textbooks Reimbursement program understand if they leave the City within 5 years of a reimbursement, they will be required to repay the tuition costs based on the following schedule: 100% within the first year of receiving that reimbursement;; 80% within the second year; 60% within the third year; 40% within the fourth year; 20% within the fifth year. This schedule shall apply to those reimbursements received after adoption of this Resolution by Council, July 21, 2014. If an employee separates from employment due to injury (industrial or non-industrial) or retirement, he/she will be exempt from repayment.

SECTION 28. One-Time Cash Distribution

Non-Represented Employees, other than the City Manager, shall receive the following non-PERSable cash distributions, less applicable taxes and deductions. Only employees that are active (employed by the City) as of the dates indicated below are eligible for these payment(s).

Effective November 7, 2021, \$2,500.

Effective the first full pay period following May 1, 2022, \$2,500.

SECTION 29. Attendance. Employees shall be in attendance at their work station in accordance with the rules regarding hours of work, holidays, and leaves stated in this Resolution, the employee's employment contract, the employee's job description or as otherwise directed by the City. All departments shall keep daily attendance records of

employees, which shall be reported to the Administrative Services Director in the form and on the dates specified.

Failure on the part of an employee, who is absent without authorization or permission, to return to duty within twenty-four (24) hours after a due notice to return to duty has been issued through a registered letter, shall constitute resignation from City employment by the employee.

SECTION 30. Construction.

- A. Nothing in this Resolution shall be construed to deny any person or employee the rights granted by Federal and State laws and the City Charter provisions.
- B. The rights, powers and authority of the City Council in all matters, including the right to maintain any legal action, shall not be modified or restricted by this Resolution.
- C. To the extent that this Resolution conflicts in any way with the Personnel Rules of the City of Los Alamitos, the provisions of this Resolution shall take precedence and shall control.

SECTION 31. Professional Organizations. Participation in professional organizations, appointive boards and committees, and voluntary programs by employees is encouraged, provided that this participation is consistent with the responsibilities of the employee and the goals and priorities set by the City Council and/or City Manager. Employees shall inform their appropriate supervisor and obtain authorization to participate, if necessary, prior to commencement of any such activities. In accordance with City Policy, the City will provide membership fees to such organizations, reimburse expenses necessary to retain professional licenses, reimburse reasonable conference fees, and travel and subsistence expenses incurred in an employee's professional and official travel, meetings, and conferences; provided, however, that such reimbursements and expenses shall be within the scope of the City's annual budget and within the City's discretion. The City Manager shall have the discretion to determine authorized organizations and reimbursable expenses for employees, provided such determinations are consistent with these provisions and applicable City policy.

SECTION 32. Not Used

SECTION 33. Severability. If any provision of this Resolution, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Resolution, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

SECTION 34. Notices. Any notices to be given under this Resolution shall be in writing and may be transmitted by personal delivery or mail, registered or certified, postage prepaid. Mailed notices shall be addressed to the City of Los Alamitos at 3191 Katella

Avenue, Los Alamitos, California, 90720; and shall be addressed to employees at the address the employee provides to the Personnel Officer.

Notices delivered personally shall be deemed communicated as of the date of actual receipt. Mailed notices shall be deemed communicated as of the date the notice is postmarked.

SECTION 35. Repeal. Resolution Nos. 2021-25, 2022-07, and 2022-24 are hereby repealed in their entirety.

SECTION 36. Certification. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 23rd day of January 2023.

Tanya Doby, Mayor

ATTEST:

Windmera Quintanar, CMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, 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 23rd day of January, 2023 by the following vote, to wit:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS: None
ABSENT: COUNCILMEMBERS: None
ABSTAIN: COUNCILMEMBERS: None

Windmera Quintanar , MMC, City Clerk

CITY OF LOS ALAMITOS EXECUTIVE MANAGEMENT & NON-REPRESENTED EMPLOYEES
SALARY SCHEDULE
EFFECTIVE NOVEMBER 7, 2021

CODE	CLASSIFICATION TITLE	TIER	CATGY/FLSA		STEP A	STEP B	STEP C	STEP D	STEP E
310	Benefits Coordinator/Executive Asst	2	C - E	HOURLY	32.33	34.05	35.83	37.72	39.71
				MONTHLY	5,603.87	5,902.00	6,210.53	6,538.13	6,883.07
				ANNUAL	67,246.40	70,824.00	74,526.40	78,457.60	82,596.80
324	Recreation Supervisor	2	MM - E	HOURLY	33.25	35.07	37.00	39.03	41.18
326	Economic Development Supervisor			MONTHLY	5,763.33	6,078.80	6,413.33	6,765.20	7,137.87
328	Public Works Supervisor			ANNUAL	69,160.00	72,945.60	76,960.00	81,182.40	85,654.40
330	Assistant to the City Manager	1	C - E	HOURLY	41.39	43.46	45.63	47.92	50.32
				MONTHLY	7,174.27	7,533.07	7,909.20	8,306.13	8,722.13
				ANNUAL	86,091.20	90,396.80	94,910.40	99,673.60	104,665.60
		2		HOURLY	38.37	40.28	42.29	44.40	46.64
				MONTHLY	6,650.80	6,981.87	7,330.27	7,696.00	8,084.27
				ANNUAL	79,809.60	83,782.40	87,963.20	92,352.00	97,011.20
355	Recreation Manager	1	MM - E	HOURLY	41.42	44.08	46.88	49.88	53.06
				MONTHLY	7,179.47	7,640.53	8,125.87	8,645.87	9,197.07
				ANNUAL	86,153.60	91,686.40	97,510.40	103,750.40	110,364.80
		2		HOURLY	40.46	42.46	44.54	46.39	48.20
				MONTHLY	7,013.07	7,359.73	7,720.27	8,040.93	8,354.67
				ANNUAL	84,156.80	88,316.80	92,643.20	96,491.20	100,256.00
362	Administrative Services Manager	2	A - E	HOURLY	44.08	46.28	48.60	51.02	53.57
				MONTHLY	7,640.53	8,021.87	8,424.00	8,843.47	9,285.47
				ANNUAL	91,686.40	96,262.40	101,088.00	106,121.60	111,425.60
365	Development Services Manager	2	MM-E	HOURLY	44.08	46.28	48.60	51.02	53.57
340	Finance Manager			MONTHLY	7,640.53	8,021.87	8,424.00	8,843.47	9,285.47
				ANNUAL	91,686.40	96,262.40	101,088.00	106,121.60	111,425.60
370	City Clerk	1	A - E	HOURLY	42.35	44.47	46.71	49.04	51.49
				MONTHLY	7,340.67	7,708.13	8,096.40	8,500.27	8,924.93
				ANNUAL	88,088.00	92,497.60	97,156.80	102,003.20	107,099.20
		2		HOURLY	39.24	41.22	43.27	45.43	47.69
				MONTHLY	6,801.60	7,144.80	7,500.13	7,874.53	8,266.27
				ANNUAL	81,619.20	85,737.60	90,001.60	94,494.40	99,195.20
373	City Clerk/ Director of Communications	1	A - E	HOURLY	44.47	46.71	49.04	51.49	54.06
				MONTHLY	7,708.13	8,096.40	8,500.27	8,924.93	9,370.40
				ANNUAL	92,497.60	97,156.80	102,003.20	107,099.20	112,444.80
		2		HOURLY	41.22	43.27	45.43	47.69	50.08
				MONTHLY	7,144.80	7,500.13	7,874.53	8,266.27	8,680.53
				ANNUAL	85,737.60	90,001.60	94,494.40	99,195.20	104,166.40
380	Support Services Manager	1	MM - E	HOURLY	50.33	52.85	55.49	58.26	61.17
				MONTHLY	8,723.87	9,160.67	9,618.27	10,098.40	10,602.80
				ANNUAL	104,686.40	109,928.00	115,419.20	121,180.80	127,233.60
		2		HOURLY	46.64	48.96	51.41	53.99	56.69
				MONTHLY	8,084.27	8,486.40	8,911.07	9,358.27	9,826.27
				ANNUAL	97,011.20	101,836.80	106,932.80	112,299.20	117,915.20

CODE	CLASSIFICATION TITLE	TIER	CATGY/FLSA		STEP A	STEP B	STEP C	STEP D	STEP E
405	Finance Director	1	A - E	HOURLY	54.61	60.05	65.53	70.24	76.44
				MONTHLY	9,465.73	10,408.67	11,358.53	12,174.93	13,249.60
				ANNUAL	113,588.80	124,904.00	136,302.40	146,099.20	158,995.20
		2		HOURLY	50.59	55.65	60.70	65.10	70.83
				MONTHLY	8,768.93	9,646.00	10,521.33	11,284.00	12,277.20
				ANNUAL	105,227.20	115,752.00	126,256.00	135,408.00	147,326.40
390	Police Captain	1	MM - E	HOURLY	62.90	66.05	69.36	72.82	76.47
				MONTHLY	10,902.67	11,448.67	12,022.40	12,622.13	13,254.80
				ANNUAL	130,832.00	137,384.00	144,268.80	151,465.60	159,057.60
		2		HOURLY	57.76	60.65	63.68	66.87	70.22
				MONTHLY	10,011.73	10,512.67	11,037.87	11,590.80	12,171.47
				ANNUAL	120,140.80	126,152.00	132,454.40	139,089.60	146,057.60
400 430	Administrative Services Director Recreation & Community Svcs Director	1	A - E	HOURLY	57.34	63.07	68.81	73.76	80.26
				MONTHLY	9,938.93	10,932.13	11,927.07	12,785.07	13,911.73
				ANNUAL	119,267.20	131,185.60	143,124.80	153,420.80	166,940.80
		2		HOURLY	53.13	58.44	63.76	68.35	74.36
				MONTHLY	9,209.20	10,129.60	11,051.73	11,847.33	12,889.07
				ANNUAL	110,510.40	121,555.20	132,620.80	142,168.00	154,668.80
410	Development Services Director	1	A - E	HOURLY	60.21	66.22	72.25	77.44	84.27
				MONTHLY	10,436.40	11,478.13	12,523.33	13,422.93	14,606.80
				ANNUAL	125,236.80	137,737.60	150,280.00	161,075.20	175,281.60
		2		HOURLY	55.78	61.36	66.92	71.77	78.08
				MONTHLY	9,668.53	10,635.73	11,599.47	12,440.13	13,533.87
				ANNUAL	116,022.40	127,628.80	139,193.60	149,281.60	162,406.40
440	Police Chief	1	A - E	HOURLY	66.71	73.36	80.04	86.70	93.38
				MONTHLY	11,563.07	12,715.73	13,873.60	15,028.00	16,185.87
				ANNUAL	138,756.80	152,588.80	166,483.20	180,336.00	194,230.40
		2		HOURLY	61.24	67.36	73.48	79.61	85.74
				MONTHLY	10,614.93	11,675.73	12,736.53	13,799.07	14,861.60
				ANNUAL	127,379.20	140,108.80	152,838.40	165,588.80	178,339.20
500	City Manager	n/a	A - E	City Manager salary is set by contract with the City Council.					

Employment Category

A = At Will
C = Confidential
MM = Mid-management

Fair Labor Standards Act Classification

E = Exempt from overtime

Tier 1 represents the salary ranges for non-represented employees appointed **before** December 16, 2013.

Tier 2 represent the salary ranges for non-represented employees appointed **after** December 16, 2013.

CITY OF LOS ALAMITOS EXECUTIVE MANAGEMENT & NON-REPRESENTED EMPLOYEES
SALARY SCHEDULE
EFFECTIVE NOVEMBER 6, 2022

CODE	CLASSIFICATION TITLE	TIER	CATGY/FLSA		STEP A	STEP B	STEP C	STEP D	STEP E
310	Benefits Coordinator/Executive Asst	2	C - E	HOURLY	32.98	34.73	36.55	38.47	40.50
				MONTHLY	5,716.53	6,019.87	6,335.33	6,668.13	7,020.00
				ANNUAL	68,598.40	72,238.40	76,024.00	80,017.60	84,240.00
324	Recreation Supervisor	2	MM - E	HOURLY	33.92	35.77	37.74	39.81	42.00
326	Economic Development Supervisor			MONTHLY	5,879.47	6,200.13	6,541.60	6,900.40	7,280.00
328	Public Works Supervisor			ANNUAL	70,553.60	74,401.60	78,499.20	82,804.80	87,360.00
330	Assistant to the City Manager	1	C - E	HOURLY	42.22	44.33	46.54	48.88	51.33
				MONTHLY	7,318.13	7,683.87	8,066.93	8,472.53	8,897.20
				ANNUAL	87,817.60	92,206.40	96,803.20	101,670.40	106,766.40
		2		HOURLY	39.14	41.09	43.14	45.29	47.57
				MONTHLY	6,784.27	7,122.27	7,477.60	7,850.27	8,245.47
				ANNUAL	81,411.20	85,467.20	89,731.20	94,203.20	98,945.60
355	Recreation Manager	1	MM - E	HOURLY	42.25	44.96	47.82	50.88	54.12
				MONTHLY	7,323.33	7,793.07	8,288.80	8,819.20	9,380.80
				ANNUAL	87,880.00	93,516.80	99,465.60	105,830.40	112,569.60
		2		HOURLY	41.27	43.31	45.43	47.32	49.16
				MONTHLY	7,153.47	7,507.07	7,874.53	8,202.13	8,521.07
				ANNUAL	85,841.60	90,084.80	94,494.40	98,425.60	102,252.80
362	Administrative Services Manager	2	A - E	HOURLY	44.96	47.21	49.57	52.04	54.64
				MONTHLY	7,793.07	8,183.07	8,592.13	9,020.27	9,470.93
				ANNUAL	93,516.80	98,196.80	103,105.60	108,243.20	113,651.20
365	Development Services Manager	2	MM-E	HOURLY	44.96	47.21	49.57	52.04	54.64
340	Finance Manager			MONTHLY	7,793.07	8,183.07	8,592.13	9,020.27	9,470.93
				ANNUAL	93,516.80	98,196.80	103,105.60	108,243.20	113,651.20
370	City Clerk	1	A - E	HOURLY	43.20	45.36	47.64	50.02	52.52
				MONTHLY	7,488.00	7,862.40	8,257.60	8,670.13	9,103.47
				ANNUAL	89,856.00	94,348.80	99,091.20	104,041.60	109,241.60
		2		HOURLY	40.02	42.04	44.14	46.34	48.64
				MONTHLY	6,936.80	7,286.93	7,650.93	8,032.27	8,430.93
				ANNUAL	83,241.60	87,443.20	91,811.20	96,387.20	101,171.20
373	City Clerk/ Director of Communication	1	A - E	HOURLY	45.36	47.64	50.02	52.52	55.14
				MONTHLY	7,862.40	8,257.60	8,670.13	9,103.47	9,557.60
				ANNUAL	94,348.80	99,091.20	104,041.60	109,241.60	114,691.20
		2		HOURLY	42.04	44.14	46.34	48.64	51.08
				MONTHLY	7,286.93	7,650.93	8,032.27	8,430.93	8,853.87
				ANNUAL	87,443.20	91,811.20	96,387.20	101,171.20	106,246.40
380	Support Services Manager	1	MM - E	HOURLY	51.34	53.91	56.60	59.43	62.39
				MONTHLY	8,898.93	9,344.40	9,810.67	10,301.20	10,814.27
				ANNUAL	106,787.20	112,132.80	117,728.00	123,614.40	129,771.20
		2		HOURLY	47.57	49.94	52.44	55.07	57.82
				MONTHLY	8,245.47	8,656.27	9,089.60	9,545.47	10,022.13
				ANNUAL	98,945.60	103,875.20	109,075.20	114,545.60	120,265.60

CITY OF LOS ALAMITOS EXECUTIVE MANAGEMENT & NON-REPRESENTED EMPLOYEES
SALARY SCHEDULE
EFFECTIVE NOVEMBER 6, 2022

CODE	CLASSIFICATION TITLE	TIER	CATGY/FLSA		STEP A	STEP B	STEP C	STEP D	STEP E
405	Finance Director	1	A - E	HOURLY	55.70	61.25	66.84	71.64	77.97
				MONTHLY	9,654.67	10,616.67	11,585.60	12,417.60	13,514.80
				ANNUAL	115,856.00	127,400.00	139,027.20	149,011.20	162,177.60
		2		HOURLY	51.60	56.76	61.91	66.40	72.25
				MONTHLY	8,944.00	9,838.40	10,731.07	11,509.33	12,523.33
				ANNUAL	107,328.00	118,060.80	128,772.80	138,112.00	150,280.00
390	Police Captain	1	MM - E	HOURLY	64.16	67.37	70.75	74.28	78.00
				MONTHLY	11,121.07	11,677.47	12,263.33	12,875.20	13,520.00
				ANNUAL	133,452.80	140,129.60	147,160.00	154,502.40	162,240.00
		2		HOURLY	58.92	61.86	64.95	68.21	71.62
				MONTHLY	10,212.80	10,722.40	11,258.00	11,823.07	12,414.13
				ANNUAL	122,553.60	128,668.80	135,096.00	141,876.80	148,969.60
400 430	Administrative Services Director Recreation & Community Svcs Director	1	A - E	HOURLY	58.49	64.33	70.19	75.24	81.87
				MONTHLY	10,138.27	11,150.53	12,166.27	13,041.60	14,190.80
				ANNUAL	121,659.20	133,806.40	145,995.20	156,499.20	170,289.60
		2		HOURLY	54.19	59.61	65.04	69.72	75.85
				MONTHLY	9,392.93	10,332.40	11,273.60	12,084.80	13,147.33
				ANNUAL	112,715.20	123,988.80	135,283.20	145,017.60	157,768.00
410	Development Services Director	1	A - E	HOURLY	61.41	67.54	73.70	78.99	85.96
				MONTHLY	10,644.40	11,706.93	12,774.67	13,691.60	14,899.73
				ANNUAL	127,732.80	140,483.20	153,296.00	164,299.20	178,796.80
		2		HOURLY	56.90	62.59	68.26	73.21	79.64
				MONTHLY	9,862.67	10,848.93	11,831.73	12,689.73	13,804.27
				ANNUAL	118,352.00	130,187.20	141,980.80	152,276.80	165,651.20
440	Police Chief	1	A - E	HOURLY	68.04	74.83	81.64	88.43	95.25
				MONTHLY	11,793.60	12,970.53	14,150.93	15,327.87	16,510.00
				ANNUAL	141,523.20	155,646.40	169,811.20	183,934.40	198,120.00
		2		HOURLY	62.46	68.71	74.95	81.20	87.45
				MONTHLY	10,826.40	11,909.73	12,991.33	14,074.67	15,158.00
				ANNUAL	129,916.80	142,916.80	155,896.00	168,896.00	181,896.00
500	City Manager	n/a	A - E	City Manager salary is set by contract with the City Council.					

Employment Category

A = At Will
C = Confidential
MM = Mid-management

Fair Labor Standards Act Classification

E = Exempt from overtime

Tier 1 represents the salary ranges for non-represented employees appointed **before** December 16, 2013.

Tier 2 represent the salary ranges for non-represented employees appointed **after** December 16, 2013.

CITY OF LOS ALAMITOS EXECUTIVE MANAGEMENT & NON-REPRESENTED EMPLOYEES
SALARY SCHEDULE
EFFECTIVE NOVEMBER 5, 2023

CODE	CLASSIFICATION TITLE	TIER	CATGY/FLSA		STEP A	STEP B	STEP C	STEP D	STEP E
310	Benefits Coordinator/Executive Asst	2	C - E	HOURLY	33.64	35.42	37.28	39.24	41.31
				MONTHLY	5,830.93	6,139.47	6,461.87	6,801.60	7,160.40
				ANNUAL	69,971.20	73,673.60	77,542.40	81,619.20	85,924.80
324	Recreation Supervisor	2	MM - E	HOURLY	34.60	36.49	38.49	40.61	42.84
326	Economic Development Supervisor			MONTHLY	5,997.33	6,324.93	6,671.60	7,039.07	7,425.60
328	Public Works Supervisor			ANNUAL	71,968.00	75,899.20	80,059.20	84,468.80	89,107.20
330	Assistant to the City Manager	1	C - E	HOURLY	43.06	45.22	47.47	49.86	52.36
				MONTHLY	7,463.73	7,838.13	8,228.13	8,642.40	9,075.73
				ANNUAL	89,564.80	94,057.60	98,737.60	103,708.80	108,908.80
		2		HOURLY	39.92	41.91	44.00	46.20	48.52
				MONTHLY	6,919.47	7,264.40	7,626.67	8,008.00	8,410.13
				ANNUAL	83,033.60	87,172.80	91,520.00	96,096.00	100,921.60
355	Recreation Manager	1	MM - E	HOURLY	43.10	45.86	48.78	51.90	55.20
				MONTHLY	7,470.67	7,949.07	8,455.20	8,996.00	9,568.00
				ANNUAL	89,648.00	95,388.80	101,462.40	107,952.00	114,816.00
		2		HOURLY	42.10	44.18	46.34	48.27	50.14
				MONTHLY	7,297.33	7,657.87	8,032.27	8,366.80	8,690.93
				ANNUAL	87,568.00	91,894.40	96,387.20	100,401.60	104,291.20
362	Administrative Services Manager	2	A - E	HOURLY	45.86	48.15	50.56	53.08	55.73
				MONTHLY	7,949.07	8,346.00	8,763.73	9,200.53	9,659.87
				ANNUAL	95,388.80	100,152.00	105,164.80	110,406.40	115,918.40
365	Development Services Manager	2	MM-E	HOURLY	45.86	48.15	50.56	53.08	55.73
340	Finance Manager			MONTHLY	7,949.07	8,346.00	8,763.73	9,200.53	9,659.87
				ANNUAL	95,388.80	100,152.00	105,164.80	110,406.40	115,918.40
370	City Clerk	1	A - E	HOURLY	44.06	46.27	48.59	51.02	53.57
				MONTHLY	7,637.07	8,020.13	8,422.27	8,843.47	9,285.47
				ANNUAL	91,644.80	96,241.60	101,067.20	106,121.60	111,425.60
		2		HOURLY	40.82	42.88	45.02	47.27	49.61
				MONTHLY	7,075.47	7,432.53	7,803.47	8,193.47	8,599.07
				ANNUAL	84,905.60	89,190.40	93,641.60	98,321.60	103,188.80
373	City Clerk/ Director of Communication	1	A - E	HOURLY	46.27	48.59	51.02	53.57	56.24
				MONTHLY	8,020.13	8,422.27	8,843.47	9,285.47	9,748.27
				ANNUAL	96,241.60	101,067.20	106,121.60	111,425.60	116,979.20
		2		HOURLY	42.88	45.02	47.27	49.61	52.10
				MONTHLY	7,432.53	7,803.47	8,193.47	8,599.07	9,030.67
				ANNUAL	89,190.40	93,641.60	98,321.60	103,188.80	108,368.00
380	Support Services Manager	1	MM - E	HOURLY	52.37	54.99	57.73	60.62	63.64
				MONTHLY	9,077.47	9,531.60	10,006.53	10,507.47	11,030.93
				ANNUAL	108,929.60	114,379.20	120,078.40	126,089.60	132,371.20
		2		HOURLY	48.52	50.94	53.49	56.17	58.98
				MONTHLY	8,410.13	8,829.60	9,271.60	9,736.13	10,223.20
				ANNUAL	100,921.60	105,955.20	111,259.20	116,833.60	122,678.40

CODE	CLASSIFICATION TITLE	TIER	CATGY/FLSA		STEP A	STEP B	STEP C	STEP D	STEP E	
405	Finance Director	1	A - E	HOURLY	56.81	62.48	68.18	73.07	79.53	
				MONTHLY	9,847.07	10,829.87	11,817.87	12,665.47	13,785.20	
				ANNUAL	118,164.80	129,958.40	141,814.40	151,985.60	165,422.40	
		2		HOURLY	52.63	57.90	63.15	67.73	73.70	
				MONTHLY	9,122.53	10,036.00	10,946.00	11,739.87	12,774.67	
				ANNUAL	109,470.40	120,432.00	131,352.00	140,878.40	153,296.00	
390	Police Captain	1	MM - E	HOURLY	65.44	68.72	72.17	75.77	79.56	
				MONTHLY	11,342.93	11,911.47	12,509.47	13,133.47	13,790.40	
				ANNUAL	136,115.20	142,937.60	150,113.60	157,601.60	165,484.80	
		2		HOURLY	60.10	63.10	66.25	69.57	73.05	
				MONTHLY	10,417.33	10,937.33	11,483.33	12,058.80	12,662.00	
				ANNUAL	125,008.00	131,248.00	137,800.00	144,705.60	151,944.00	
400	Administrative Services Director	1	A - E	HOURLY	59.66	65.62	71.59	76.74	83.51	
430	Recreation & Community Svcs Director			MONTHLY	10,341.07	11,374.13	12,408.93	13,301.60	14,475.07	
				ANNUAL	124,092.80	136,489.60	148,907.20	159,619.20	173,700.80	
				2	HOURLY	55.27	60.80	66.34	71.11	77.37
					MONTHLY	9,580.13	10,538.67	11,498.93	12,325.73	13,410.80
				ANNUAL	114,961.60	126,464.00	137,987.20	147,908.80	160,929.60	
410	Development Services Director	1	A - E	HOURLY	62.64	68.89	75.17	80.57	87.68	
				MONTHLY	10,857.60	11,940.93	13,029.47	13,965.47	15,197.87	
				ANNUAL	130,291.20	143,291.20	156,353.60	167,585.60	182,374.40	
		2		HOURLY	58.04	63.84	69.63	74.67	81.23	
				MONTHLY	10,060.27	11,065.60	12,069.20	12,942.80	14,079.87	
				ANNUAL	120,723.20	132,787.20	144,830.40	155,313.60	168,958.40	
440	Police Chief	1	A - E	HOURLY	69.40	76.33	83.27	90.20	97.16	
				MONTHLY	12,029.33	13,230.53	14,433.47	15,634.67	16,841.07	
				ANNUAL	144,352.00	158,766.40	173,201.60	187,616.00	202,092.80	
		2		HOURLY	63.71	70.08	76.45	82.82	89.20	
				MONTHLY	11,043.07	12,147.20	13,251.33	14,355.47	15,461.33	
				ANNUAL	132,516.80	145,766.40	159,016.00	172,265.60	185,536.00	
500	City Manager	n/a	A - E	City Manager salary is set by contract with the City Council.						

Employment Category

A = At Will
C = Confidential
MM = Mid-management

Fair Labor Standards Act Classification

E = Exempt from overtime

Tier 1 represents the salary ranges for non-represented employees appointed before December 16, 2013.

Tier 2 represent the salary ranges for non-represented employees appointed after December 16, 2013.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 21, 2023

ITEM NUMBER: 12A

To: Mayor Tanya Doby & Members of the City Council

Presented By: Chet Simmons, City Manager

Subject: Ordinance No. 2023-03 - Modify Regulation and Sale of Fireworks

SUMMARY

This report proposes a change to the requirements for the regulation, use, and sale of safe and sane fireworks on the 4th of July.

RECOMMENDATION

1. Introduce for first reading, read by title only, waive further reading of Ordinance No. 2023-03, and set for adoption; and,
2. City Attorney Daudt read the title of Ordinance No. 2023-03, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTION 5.60.110(B) OF THE LOS ALAMITOS MUNICIPAL CODE RELATING TO THE LOCATION OF TEMPORARY FIREWORKS STANDS".

BACKGROUND

In December 2022, the City Council adopted Ordinance No. 2022-07 allowing for the regulation and sale of fireworks within the City. The ordinance specified that two permits were to be awarded to the the Los Alamitos Community Foundation (LACF).

July 4, 2023 will be the first year safe and sane fireworks are permitted in the City. Upon review of the regulations and discussion with pyrotechnic companies, the LACF has requested the City consider modifications to the ordinance.

DISCUSSION

Section 5.60.110 (B) states that "no temporary fireworks stand shall be permitted within 1,000 feet of any City park or facility." Given the size of the City, securing a location that complies with this requirement has proven problematic.

Per the request of the LACF, staff is suggesting revising Section 5.60.110 (B) to state: No temporary fireworks stand location shall be permitted without prior written approval by the Development Services Director.

This allows the City flexibility to work with the local non-profits to secure a location while ensuring public safety is maintained.

FISCAL IMPACT

None.

Attachment: 1. Ordinance No. 2023-03 - Location of Temporary Fireworks Stands
 2. Ordinance No. 2022-07 - Regulation and Sale of Fireworks

ORDINANCE NO. 2023-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTION 5.60.110(B) OF THE LOS ALAMITOS MUNICIPAL CODE RELATING TO THE LOCATION OF TEMPORARY FIREWORKS STANDS

WHEREAS, the City Council adopted Ordinance No. 2022-07 on December 19, 2023 adding Chapter 5.60 (Fireworks) to Title 5 of the Los Alamitos Municipal Code to establish regulations governing the sale, use, and discharge of safe and sane fireworks within City limits; and,

WHEREAS, the City Council desires to ensure a successful program that allows for as much participation by the City's local non-profits as possible.

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

SECTION 1. Section 5.60.110 of Chapter 5.60 (Fireworks) of the Los Alamitos Municipal Code is here by amended to read as follows (additions shown in underline, deletions shown in ~~strikethrough~~):

5.60.110 Location of Temporary Fireworks Stands

A. No temporary fireworks stand shall be erected or maintained in such a manner so as to cause an undue hazard to itself or adjoining property or to the persons working within the stand.

B. No temporary fireworks stand shall be permitted at any location ~~within 1,000 feet of any City park or facility.~~ without prior written approval by the Development Services Director.

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

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

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

PASSED, APPROVED, AND ADOPTED this 20th day of March, 2023.

Tanya Doby, 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 was duly introduced and placed upon its first reading at an adjourned regular meeting of the City Council on the 21st day of February, 2023, and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 20th day of March, 2023, 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

ORDINANCE NO. 2022-07**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADDING CHAPTER 5.60 (FIREWORKS) TO TITLE 5 OF THE LOS ALAMITOS MUNICIPAL CODE RELATING TO THE REGULATION AND SALE OF FIREWORKS**

WHEREAS, pursuant to Health and Safety Code section 12541, the City Council is authorized to regulate the sale, use, and discharge of fireworks within City limits; and

WHEREAS, State law divides fireworks into two (2) categories: “dangerous” and “safe and sane” fireworks (California Health and Safety Code sections 12500 et. seq.); and

WHEREAS, only “safe and sane” fireworks are sold in California for private use because they are considered less dangerous to individuals and pose less of a risk of causing fire and damage to property since such fireworks do not fly, explode, shoot projectiles, travel, or leave the ground, and such fireworks usually exclude very large fireworks of other dangerous devices like rockets and aerial shells; and

WHEREAS, the City Council desires to establish regulations governing the sale, use, and discharge of safe and sane fireworks within City limits.

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

SECTION 1. Chapter 5.60 (Fireworks) is hereby added to Title 5 (Business Licenses and Regulations) of the Los Alamitos Municipal Code to read as follows:

CHAPTER 5.60 FIREWORKS

5.60.010	Temporary Fireworks Stand Permits
5.60.020	Limitation on Total Number of Permits
5.60.030	Eligible Organizations
5.60.040	Application
5.60.050	Permit Issuance
5.60.060	Safe and Sane Fireworks
5.60.070	Time Limit on Sales of Fireworks
5.60.080	Temporary Fireworks Stand Regulations
5.60.090	Complying with Application
5.60.100	Indemnity and Liability Insurance
5.60.110	Location of Temporary Fireworks Stands
5.60.120	Exits and Locking Devices
5.60.130	Fire Extinguisher

- 5.60.140 Overnight Habitation Prohibited
- 5.60.150 Sale, Possession and Discharge of Fireworks
- 5.60.160 Appeal Provisions
- 5.60.170 Seizure and Disposal of Fireworks
- 5.60.180 Administrative Penalty
- 5.60.190 Suspension and Revocation

5.60.010 Temporary Fireworks Stand Permits

A. Permits for temporary fireworks stands for the display and retail sales of fireworks shall be issued by the Development Services Department or his/her designee only in accordance with the provisions of this chapter.

B. The Development Services Department or his/her designee shall have the discretionary authority to grant or deny a permit, subject to reasonable conditions as may be prescribed.

C. In addition to the permit issued by the City, each qualified permittee shall obtain the permit required by the Orange County Fire Authority. Each permittee shall work with the Orange County Fire Authority to ensure safe operation of the temporary fireworks stand and to prepare and deliver educational material to customers pertaining to fire safety in the use of fireworks at any location. In addition, each permittee agrees to present such educational materials in a programmed manner to its members on an annual basis, and to the public in conjunction with sales from fireworks stands.

5.60.020 Limitation on Total Number of Permits

There shall be a maximum of two permits issued for temporary fireworks stands each year.

5.60.030 Eligible Organizations

A. All annual permits for temporary fireworks stands shall be awarded to the Los Alamitos Community Foundation (Foundation). As a condition of issuance of any permit, the Foundation is required to allow other locally based tax-exempt organizations, as described in this Section 5.60.030, to provide personnel to assist with the sale of fireworks and share in a portion of revenue generated from the fireworks stands. The management and revenue share for the temporary fireworks stands will be overseen by the Foundation.

B. The City Council finds that locally based tax-exempt organizations consistently contribute to the public health and safety of City residents by: donating time and funding to a variety of community events; assisting individuals with medical, educational, and moral support; conducting unique volunteered events contributing to the City's historical and cultural heritage. These organizations further contribute to the City's mission of providing cost effective public services to the community. They are also uniquely qualified to assist in educating City residents in fire safety procedures as further

provided herein. Accordingly, based upon these contributions, the City Council finds and determines that it is appropriate to designate such organizations located within City limits as the only organizations eligible to sell fireworks under the conditions set forth in this chapter.

C. Only federally certified non-profit tax-exempt organizations located within the City limits and primarily benefiting the Los Alamitos community are eligible to sell fireworks pursuant to this chapter.

5.60.040 Application

A. An application for a temporary fireworks stand permit shall be made in writing on forms prescribed by the Development Services Department and filed therewith not later than March 31st of the year for which the permit is requested. If March 31st falls on a weekend, official City holiday, or a day in which City Hall is closed, the application will be due on the next business day when the City is open for business.

B. Such application and permit shall only be issued to a regular member of the stated organization, and he or she shall be held responsible for compliance with all rules and regulations.

C. Permits are not transferable or assignable, shall only be valid for the dates specified in the permit, and shall be subject to all conditions set forth in the permit.

D. A completed permit application package shall include, but not be limited to:

1. Name, residence or physical business address, contact number, email address, proper identification, and signature of an authorized representative of the permit applicant;

2. Copy of the applicant's IRS 501(c)(3) Charitable Organization Determination Letter;

3. The location of the proposed temporary fireworks stand, along with a notarized affidavit from the property owner authorizing locating the stand on such property;

4. Fireworks distributor's (the "company") name, address, telephone number, and point of contact;

5. A copy of the sales tax permit from the California Department of Tax and Fee Administration with the address of the fireworks stand;

6. A copy of a valid State Fire Marshal Retail Fireworks License;

7. A completed City business tax application with the organization's Federal Tax Identification Number (FEIN). The FEIN must match the FEIN in the IRS 501(c)(3)

Charitable Organization Determination Letter;

8. A legible, color copy of a Plot Plan showing the stand location and distances from buildings, structures, or other facilities that may impact the access, circulation or safety of the stand, workers and patrons;

9. Additional information as reasonably required by the City to process the application or the Orange County Fire Authority to evaluate the proposed operation of a temporary fireworks stand by the applicant;

10. A completed liability release and indemnity form pursuant to Section 50.060.100 executed by the individual(s) authorized to bind the organization applying for the permit; and

E. Incomplete or inaccurate applications will be denied.

05.60.050 Permit Issuance

The Development Services Department, or his/ her designee, shall approve or deny each application for a City permit based upon:

A. An assessment of the applicant's proposed operations for compliance with the various provisions of this chapter;

B. If the applicant is a past permit holder, and if the applicant's:

1. Prior compliance with the various provisions of this chapter and any conditions imposed in the prior permit; and if,

2. The applicant's prior safety history in the operation of a temporary fireworks stand; and

C. An assessment of the proposed operation of the stand relative to the protection of the public health, safety, and welfare. Conditions may be imposed on permit issuance in order to ensure compliance with the provisions of this chapter and as determined to be appropriate to protect the public health, safety, and welfare from the potential impacts of the operation of the stand.

5.60.060 Safe and Sane Fireworks

Except as expressly permitted and pursuant to the requirements of this chapter, it shall be unlawful to possess, sell, use, display or discharge, within the City, those fireworks not bearing the seal of the State Fire Marshal and that are defined and classified as "safe and sane fireworks" as prescribed in Section 12529 of the California Health and Safety Code and relevant sections of Title 19, Code of Regulations.

5.60.070 Time Limit on Sales of Fireworks

Retail sales of safe and sane fireworks are authorized in the City for temporary fireworks stand permit holders only on the dates and during the times in this section. Retail sales shall be limited to that time, between the hours of 10:00 a.m. and 10:00 p.m. during the days of July 1st, July 2nd, and July 3rd, and between the hours of 10:00 a.m. and 9:00 p.m. on July 4th of that same year. All sales of fireworks shall cease at 9:00 p.m. on July 4th, until the next calendar year.

5.60.080 Temporary Fireworks Stand Regulations

All temporary fireworks stands, or the display and sale of safe and sane fireworks, shall be located, maintained, and operated subject to the provisions of this chapter.

A copy of the approved application and point of contact information including name, phone number, and email address shall be visibly posted in the stand at all times.

5.60.090 Complying with Application

Any person or organization operating any permitted temporary fireworks stand shall abide by and comply with all matters set forth in the application for such permit, all regulations relating thereto and established by ordinance, all restrictions and conditions imposed by the Development Services Department or his/her designee in granting the permit, and the regulations and conditions under the Orange County Fire Authority permit. Failure to comply with such regulations, conditions, or ordinances is subject to penalty as provided for by law and this code, including, but not limited to, the revocation of any current permit and the denial of a future permit to the violator.

5.60.100 Indemnity and Liability Insurance

A. Indemnification. As a condition to issuance of a permit under this chapter, each permittee shall execute a liability release and indemnity form approved by the City Attorney providing that such permittee will release, indemnify, hold harmless, and defend the City of Los Alamitos, its officers, officials, agents, employees, and volunteers from and against any and all actions, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities of any nature, that may be asserted by any person or entity from any cause whatsoever arising from the activities of permittee, its subcontractors, employees, volunteers, and/or agents in connection with operation of the stand.

B. As a condition to issuance of a permit under this chapter, prior to the erection of any stand, each permittee shall procure and maintain in full force and effect during the term of the permit a policy of commercial general liability insurance acceptable to the City, which provides coverage against claims for injuries to persons or damages to property which may arise from or in connection with the operations in and about the stand and

premises. Such policy shall provide coverage on a per occurrence basis and be in such amount determined by the City Manager or designee to be necessary under the circumstances, which amount shall not be less than \$1,000,000.00 per occurrence, and shall be endorsed to name the City, its officers, officials, agents, employees and volunteers as additional insureds and that the permittee's insurance is primary and non-contributory as respects the City. No permit issued hereunder shall be effective until proof of the required insurance is submitted to the City. The City Manager or designee is authorized to promulgate rules or requirements regarding acceptable insurance carriers, provisions, endorsements, and/or forms acceptable to the City.

5.60.110 Location of Temporary Fireworks Stands

A. No temporary fireworks stand shall be erected or maintained in such a manner so as to cause an undue hazard to itself or adjoining property or to the persons working within the stand.

B. No temporary fireworks stand shall be permitted within 1,000 feet of any City park or facility.

5.60.120 Exits and Locking Devices

Each temporary fireworks stand erected shall have not less than two exits. Such exits shall be so placed as to provide immediate egress from either end of the stand. Exit doors shall only be locked in such a manner as to be readily openable from the interior without special knowledge, effort or tools, including keys.

5.60.130 Fire Extinguisher

There shall be maintained in each temporary fireworks stand within which fireworks are sold or offered for sale an approved Class 2A fire extinguisher. Whenever a temporary fireworks stand is being provided with electrical power from a gasoline-powered generator, an additional 10BC, dry chemical, fire extinguisher shall be installed. Fire extinguishers shall be placed and maintained in locations that are readily accessible for use, and each person who intends to assist in the operation of a temporary fireworks stand will receive instruction on their location and use.

5.60.140 Overnight Habitation Prohibited

There shall be no overnight sleeping by owners, personnel, or anyone within the temporary fireworks stand. Nighttime watch service may be permitted, provided persons shall be no closer than 50 feet from the stand.

5.60.150 Sale, Possession and Discharge of Fireworks

A. Safe and sane fireworks as defined in Section 5.60.060 of this chapter may be discharged within the City only on July 4th of each year between the hours of 10:00 a.m.

and 10:00 p.m.

B. Unless expressly authorized in this code or under state or federal law, no person shall sell, offer for sale, purchase, possess, store, use or discharge fireworks of any kind in the City.

C. No person engaged in the business of the sale or disposition of fireworks shall sell, furnish, give, or cause to be sold, furnished or given away, any fireworks as defined in Section 5.60.060, to any person under the age of 18 years.

D. No person under the age of 18 years shall purchase any fireworks, as defined in Section 5.60.060.

E. No person under the age of 18 years shall use or discharge any fireworks within the City except when under the direct supervision and in the presence of an adult.

F. No person shall use or discharge any fireworks on any commercial, industrial, or publicly owned parcel within the City.

G. Except to the extent that safe and sane fireworks are authorized pursuant to this chapter, no person shall sell, offer for sale, purchase, possess, store, use, or discharge any fireworks in the City.

H. Except to the extent that safe and sane fireworks are authorized pursuant to this chapter, no person shall cause or allow the sale, purchase, possession, storage, use, or discharge of any fireworks on property that such person owns or controls.

I. No person shall allow the use or discharge of any safe and sane fireworks within 10 feet of any residence, dwelling, or other structure.

J. As used in this chapter, the term “fireworks” shall include all fireworks as defined in Sections 12505 and 12511 of the California Health and Safety Code.

K. Following the discharge of any fireworks, after they have sufficiently cooled, shall be placed in the black garbage containers. The period to wait for fireworks to cool should be no sooner than the next morning; unless water is used for cooling.

L. Nothing in this chapter shall preclude the City of Los Alamitos from presenting a “public display of fireworks,” as that term is defined in California Health and Safety Code Section 12524 or any successor provision thereto.

5.60.160 Appeal Provisions

An applicant may appeal any permit condition, denial, revocation or suspension to the City Manager within 10 days from the date of the action, by filing a notice of appeal in writing to the City Clerk. The City Manager or his/her designee will review the appeal de

novo, and may grant or deny the permit, reinstate the permit, and impose reasonable conditions as the City Manager or designee may determine to be appropriate. Prior to making a decision the City Manager or designee may request additional information from the applicant or City staff. The decision of the City Manager will be final.

5.60.170 Seizure and Disposal of Fireworks

The City Manager, or his/ her designee, or any appropriate law enforcement authority shall have the authority to seize, take, remove, cause to be removed, and dispose of all fireworks sold, offered for sale, purchased, possessed, used, or held in violation of this chapter or otherwise constituting a fire nuisance. Any seizure, removal, or disposal of fireworks pursuant to this section shall occur in compliance with all applicable statutory, constitutional, and decisional law. In addition to any applicable penalties, fines, or available remedies, the owner and possessor of the fireworks shall be liable to the City for the actual costs of seizure, removal, and disposal of such fireworks.

5.60.180 Administrative Penalty

Any person, firm or corporation violating the provisions of this chapter may be issued an administrative citation by an enforcement officer in accordance with the provisions of this code. The administrative fine for a violation of this chapter shall be assessed in the amount provided as follows:

Number of offences in 1-year period	Amount of Administrative Penalty
First	\$1,000.00
Second	\$2,000.00
Third	\$3,000.00

5.60.190 Suspension and Revocation

A. The City Manager or his/her designee, or any appropriate law enforcement authority, may immediately suspend a permit and close a temporary fireworks stand, upon determining that the operation of the stand creates an imminent or substantial danger to the public health, safety or welfare.

B. The City Manager or his/her designee may revoke any temporary fireworks stand permit when it is determined that the permittee has: (1) failed to comply with any provisions of this chapter; (2) violated any condition of its temporary fireworks stand permit; (3) operated or is operating a temporary fireworks stand in a manner which causes or threatens to cause a danger to the public health, safety or welfare.

C. Any determination to immediately suspend or revoke a permit and close a stand shall be deemed final upon issuance, and subject to immediate judicial review.

SECTION 2. If any section, subsection, subdivision, sentence, clause, phrase, or portion

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

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

PASSED, APPROVED, AND ADOPTED this 19th day of December, 2022.

DocuSigned by:

AF57F110E7A146D...
Shelley Hasselbrink, Mayor

ATTEST:

DocuSigned by:

54BCC26B4CA8409...
Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

D2A022F0E4DF418...
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 was duly introduced and placed upon its first reading at an adjourned regular meeting of the City Council on the 14th day of November, 2022 and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 19th day of December, 2022, by the following roll-call vote, to wit:

AYES: COUNCIL MEMBERS: Chirco, Doby, Hasselbrink, Nefulda
NOES: COUNCIL MEMBERS: None
ABSENT: COUNCIL MEMBERS: Murphy
ABSTAIN: COUNCIL MEMBERS: None

DocuSigned by:

54BCC26B4CA8400...
Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 21, 2023

ITEM NUMBER: 13A

To: Mayor Tanya Doby & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Comprehensive Update of the City's Housing Element for the Reporting Period of 2021-2029 (GPA 21-01) and General Plan Amendment (GPA) 22-02 Zoning Ordinance Amendment (ZOA) 22-03

SUMMARY

City Council will consider the revised draft of the comprehensive update of the City's Housing Element for the reporting period of 2021-2029 (GPA 21-01). Upon adoption of the Housing Element, Council will consider a resolution and an ordinance for 1) the creation of a higher-density R-4 Zoning District in Los Alamitos; 2) rezoning certain properties to the new R-4 District; and 3) modifying the Town Center Mixed Use (TCMU) Zoning District to allow higher density.

These changes would be implemented to comply with the newly adopted Housing Element and would be made through General Plan Amendment (GPA) 22-02 and Zoning Ordinance Amendment (ZOA) 22-03.

RECOMMENDATION

1. Conduct a public hearing; and, if appropriate,
2. Adopt Resolution No. 2023-02, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING A NEGATIVE DECLARATION, AND APPROVING GENERAL PLAN AMENDMENT 21-01, UPDATING THE LOS ALAMITOS HOUSING ELEMENT (2021-2029); and,
3. Consider the draft resolution, and, if appropriate,
4. Adopt Resolution No. 2023-01, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING GENERAL PLAN AMENDMENT (GPA) 22-02 TO ENSURE THAT THE ZONING CODE UPDATES IN ORDINANCE 2023-01 WILL MAINTAIN INTERNAL CONSISTENCY WITH THE ACTIONS, GOALS, OBJECTIVES, AND POLICIES OF THE GENERAL PLAN, AND WILL NOT CREATE ANY INCONSISTENCIES THEREIN (CITY INITIATED).
5. Consider the draft ordinance; and, if appropriate,
6. Introduce for first reading, read by title only, and waive further reading of Ordinance No. 2023-01; and,

7. City Attorney Daudt read the title of Ordinance No. 2023-01 entitled, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING CHAPTERS 17.04, 17.08, AND 17.12 OF THE LOS ALAMITOS MUNICIPAL CODE, AS WELL AS THE LOS ALAMITOS ZONING MAP, CONCERNING THE R-3, R-4, AND TCMU ZONING OF THE CITY OF LOS ALAMITOS (ZOA 22-03) (CITY INITIATED).”

BACKGROUND

Comprehensive Update of the City’s Housing Element for the Reporting Period of 2021-2029 (GPA 21-01)

Noticing: The public was notified of this meeting by a 1/8th page notice in the Event News Enterprise on January 11, 2023 and February 8, 2023, and through posting of the notice at City Hall on January 11, 2023. The public also had opportunities to comment on this draft of the Housing Element document and its CEQA documents at open houses, stakeholder meetings, and open comment periods conducted by the City over the last several months.

Environmental: The City prepared an initial study to identify the potential effects on the environment from adoption and implementation of the proposed project and to evaluate the significance of those effects. Based on environmental analysis, the proposed project would not have a significant adverse effect on the environment. No mitigation measures are necessary. Council adopted the Negative Declaration for this project on August 15, 2022.

State Government Code Section 65300 requires a city to adopt a General Plan to guide long-range development of the community. The General Plan includes seven mandatory elements, including land use, circulation, conservation, open space, safety, noise and housing. The Housing Element must be updated every eight years and is reviewed and certified by the State. State law requires that each Housing Element accommodate and facilitate development of housing to meet a city’s fair share housing needs. The Element must also address housing needs of special needs groups, mitigate potential constraints or barriers to housing, and contain a plan of how the city intends to meet its housing needs. Tonight, Council will consider a resolution of approval of a draft comprehensive update of the City’s Housing Element and California Environmental Quality Act (CEQA) documents for the reporting period of 2021-2029.

The 2021-2029 General Plan Housing Element will set strategies for the City of Los Alamitos’ housing decisions. The City submitted a draft to the State HCD on November 30, 2021. On December 31, 2021, the State of California Housing and Community Development (HCD) Department sent the City its review letter concerning that draft. Their review explained that the City’s draft element addresses and satisfies many statutory requirements; however, revisions were still necessary to comply with State Housing Element Law (Article 10.6 of the Gov. Code). The City made those revisions and submitted another draft to the State HCD on August 15, 2022. On October 21, 2022, State HCD responded with further changes that they require for the Housing Element to be approved by their office. The Planning Commission recommends another draft, incorporating these changes, for the Council to decide if they would like to approve. Those revisions are complete and were available for public review on the City’s website from November 17 through November 23, 2022. The Planning Commission met on December 14, 2022 and

unanimously recommended the City's draft Housing Element for approval to Council.

General Plan Amendment (GPA) 22-02 Zoning Ordinance Amendment (ZOA) 22-03

Noticing: On January 11, 2023 as well as February 8, 2023, a Notice of Public Hearing was posted at City Hall. It was also published in the News Enterprise on the same date as a 1/8th of page notice.

Environmental: Prior to this consideration, as a part of the General Plan's Housing Element update, the City prepared an Initial Study to identify the potential effects on the environment from adoption and implementation of these proposed changes and to evaluate the significance of those effects. Based on environmental analysis, the proposed project would not have a significant adverse effect on the environment. No mitigation measures are necessary. The City Council adopted the Negative Declaration for this project during its August 15, 2022 meeting.

State law requires each jurisdiction in California to demonstrate through a Housing Element the availability of adequate residential sites through appropriate zoning and development standards and the availability of public services and facilities. These available sites must provide the necessary variety of housing types at a variety of income levels.

The City of Los Alamitos draft Housing Element, demonstrates through policies, that the estimated capacity of adequate sites will be able to accommodate the projected housing need for the current Planning Period (2021-2029). The Policy Program details the specific policy actions the City will undertake to address present and future housing needs and meet the requirements of State law. The Policy Program serves as a guide for policy makers in the decision-making process for housing and housing-related activities during the planning period.

Tonight, Council will consider fulfillment of two of the Policy Actions that are required by the State to be accomplished before adoption of the Housing Element can be certified. Here are those actions as described in the draft Housing Element.

Policy Action 4.4: Create R-4 Zoning and Rezoning to Allow Higher Density

The City shall require that at least the minimum number of assigned affordable housing units be built consistent with Table B-2 (of the Los Alamitos Housing Element 2021-2029) on each parcel so designated. To provide more housing units affordable to lower income levels, the City shall create and adopt an R-4 zone which allows 30 to 36 units per acre as a base, not including density bonus provisions, and apply that designation to those sites so identified in Table B-2 (of the Los Alamitos Housing Element 2021-2029). The zoning text shall conform to Government Code section 65583.2(h) (i), requiring a minimum of 20 units per acre and 16 units per site, permitted by right.

The City will rezone the Lampson property (Site 6 in Table B-2. Appendix B, of the Los Alamitos Housing Element 2021-2029) to R-3, Project applications for the Lampson site will include both the market rate and affordable housing units, or a Development Agreement will be prepared to assure that both projects are constructed.

The City shall require that the assigned affordable housing units be built consistent with Table B-2 and Figure B-1 (of the Los Alamitos Housing Element 2021-2029) on each parcel so designated. Prior to adoption of the R-4 zone, the City will demonstrate that the assumed units are physically possible on each inventory site under the new development standards.

Policy Action 4.5: Modify TCMU Zoning to Allow Higher Density

To increase affordable housing development in the high resource area of the Town Center, the City shall modify the TCMU zone to allow up to 60 units per acre as a base, not including density bonus provisions; and require that the assigned affordable housing units be built consistent with Table B-2 and Figure B-1 (of the Los Alamitos Housing Element 2021-2029) on each parcel so designated.

The zoning text shall conform to Government Code section 65583.2 (h) and (l), requiring a minimum of 16 units per site, permitted by right. Prior to adoption of the TCMU zoning amendment, the City will demonstrate that the assigned units are physically possible on each Inventory site under the new development standards.

Both of the above items were continued by the City Council on January 23, 2023 to tonight's meeting.

DISCUSSION

Comprehensive Update of the City's Housing Element for the Reporting Period of 2021-2029 (GPA 21-01)

State Government Code Section 65300 requires a city to adopt a General Plan to guide long-range development of the community. Housing is one of the seven elements of the General Plan and must be updated every eight years and ultimately is reviewed and approved by the State. State law requires each Housing Element to accommodate and facilitate the development of housing to meet a city's regional housing needs assessment (RHNA). California HCD is responsible for the final determination of the total regional allocation but reached out to regional organizations to develop a methodology specific to their region. The Southern California Association of Governments (SCAG) is the regional agency for southern California counties, including Orange, Los Angeles, Imperial, Riverside, San Bernadino, and Ventura. SCAG developed a uniform methodology for the distribution of the RHNA allocation among member cities and counties covering the planning period from Page 8 of 341 October 2021 through October 2029 (6th Cycle). Los Alamitos was given the allocated number of 767 units.

Priorities, goals, and objectives are established in the Housing Element, through citizen input, and then used in planning for future housing in the City. Citizen participation is an important aspect of this process as it establishes the needs of the community at the grassroots level. The City provides this information to the State Housing & Community Development (HCD) through the Housing Element document and reports the progress to HCD annually. The community was notified of various meetings and of review periods by mail, social media, website, email blast, and an advertisement in the Event News Enterprise to assure participation in the process of the City's Housing Element. Tonight's public hearing is another opportunity for those in the community to comment on the latest

draft Housing Element.

Housing Element

The latest changes to the draft Housing Element, in response to the latest State HCD comment letter, are shown through “redline” in the draft document attached to this report.

Here is how the Housing Element is organized:

- Section 1 explains the purpose, process and contents of the Housing Element.
- Section 2 describes the demographic, economic, and housing characteristics of Los Alamitos, as well as the existing and projected housing needs, and outlines the Regional Housing Needs Allocation (RHNA).

Fair Share Housing Needs Allocation

Table B-1 2021–2029 RHNA Allocation					
	Very-low Income¹	Low Income	Moderate Income	Above-Moderate Income	Total
2021-2029 RHNA	194	119	145	311	769
Notes: ¹ Although not provided in the RHNA state law requires cities to plan for units to accommodate extremely low income, which can be estimated at 50% of very low income, or 97 units.					
Source: SCAG.					

- Section 3 analyzes the potential and current governmental and non-governmental constraints to the maintenance, preservation, conservation and development of housing, and analyzes the potential housing resources of the City.
- Section 4 describes specific policies and programs the City will carry out over the Planning Period to address the City’s housing goals.

If this draft is approved Council, the City is in-line to meet the State's required housing units shown above by 2029. The density of the recommended Town Center Mixed Use and the R-4 zone will help to permit the development of housing units which will assist the City in meeting its required fair share of the State’s housing needs.

General Plan Amendment (GPA) 22-02 Zoning Ordinance Amendment (ZOA) 22-03

Zoning Code Changes

To implement the R-4 and amend the TCMU zone, the following amendments to the Zoning Code are proposed:

- Table 2-01 within Section 17.04.020 of the Los Alamitos Municipal Code is amended to include the proposed R-4 zone.
- Section 17.08 of the Los Alamitos Municipal Code, which itemizes Development

Standards and Land Uses for residential districts is amended to incorporate the R-4 zone.

- In Section 17.08.010 “Purpose of Zones”, a description of the R-4 zone is added.
- In Section 17.08.020 “Allowed Uses and Permit Requirements for Residential Zones,” the R-4 zone is added to Table 2-02 itemizing permitted land uses. The land use regulations proposed for the R-4 zone are identical to the existing R-3 zone.
- In Section 17.08.030 “Development Standards in Residential Zones,” the R-4 zone is added to Table 2-03 itemizing specific development standards. Minor changes from the R-3 standards are proposed to acknowledge the greater density requirements of the R-4 standards. Generally, standards for the proposed R-4 zone are the same as the existing R-3 zone, with the following exceptions:
 - Consistent with the Housing Element, the density range of the R-4 zone is 30-36 du/ac (dwelling units / acre).
 - Maximum lot coverage in the R-4 zone is proposed at 60% in contrast to 50% in the R-3 zone.
 - Maximum height in the R-4 zone is proposed at 40 feet in contrast to 35 feet in the R-3 zone.
 - The minimum size of private outdoor living space per unit in the R-4 zone is proposed at 50 square feet in contrast to 60 square feet in the R-3 zone.
- A new subsection is added with Section 17.08.040 “Design Standards for Multi-Family Housing” to provide standards specific to the R-4 zone for Balconies, Indoor Common Areas and Materials. Notably, the subsection will allow for a certain proportion of the required common space to be provided in indoor areas, subject to design standards.
- To implement both the Housing Element and the Town Center Strategic Plan (adopted April 2022), Section 17.12 (the TCMU zone) is amended as proposed in the Town Center Strategic Plan.

Zoning Map Amendments

The Los Alamitos Zoning Map is amended by changing the following properties’ zoning designations as follow:

Assessor's Number	ParcelSite Address	Existing Plan Designation	GeneralExisting Zoning	Proposed Zoning
130-012-35	4655 Lampson Ave.	Community Institutional	&C-F (Community Facilities)	R-3
241-241-35	Laurel Park	Community Institutional	&C-F	R-4
242-212-11	3191 Katella Avenue/ City Hall	Retail Business	C-G (General Commercial)	R-4
242-212-08				
242-242-10				
241-251-14	4142 Cerritos Avenue	Community Institutional	&C-F	R-4
222-181-01	5030-5084 Katella Avenue	Retail Business	C-G	R-4
222-181-02				

242-222-06	3370 Avenue	Cerritos	Multiple Family	R-3	R-4
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General Plan Amendments

To implement the R-4 zone, the following amendments to the General Plan Land Use Element and Map are proposed:

- Table 2, which itemizes Land Use Designations within the General Plan is amended to include a “Multiple Family Residential – 36” designation which corresponds with the R-4 zone.
- The General Plan Land Use Map is amended by changing the following properties’ land use designations as follows:

Assessor's Number	Parcel	Site Address	Existing Plan Designation	General Existing Zoning	Proposed General Plan Designation
130-012-35	4655 Ave.	Lampson	Community Institutional	&C-F (Community Facilities)	Multiple Family Residential 25
241-241-35		Laurel Park	Community Institutional	&C-F	Multiple Family Residential 36
242-212-11 242-212-08 242-242-10	3191 Avenue/	Katella City Hall	Retail Business	C-G (General Commercial)	Multiple Family Residential 36
241-251-14	4142 Avenue	Cerritos	Community Institutional	&C-F	Multiple Family Residential 36
222-181-01 222-181-02	5030-5084 Avenue	Katella	Retail Business	C-G	Multiple Family Residential 36
242-222-06	3370 Avenue	Cerritos	Multiple Family	R-3	Multiple Family Residential 36

FISCAL IMPACT

None.

Attachment: 1. Resolution No. 2023-01 - Housing Element
2. Exhibit A - Housing Element

3. Planning Commission Resolution No. 2022-13
4. Resolution No. 2023-01 - R-4 -TCMU
5. Ordinance No. 2023-01 - R-4 -TCMU

RESOLUTION NO. 2023-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING A NEGATIVE DECLARATION, AND APPROVING GENERAL PLAN AMENDMENT 21-01, UPDATING THE LOS ALAMITOS HOUSING ELEMENT (2021-2029)

WHEREAS, the State Housing Element Law, Article 10.6 of the California Government Code (Sections 65580 et seq.) requires each local jurisdiction to update its General Plan Housing Element every eight (8) years to reflect new statutory requirements and accommodate its share of the Regional Housing Needs Assessment Allocation (RHNA); and,

WHEREAS, the City of Los Alamitos prepared General Plan Amendment 21-01, an update to the Housing Element for the 2021-2029 period in accordance with the guidelines and requirements of State Housing Element Law; and,

WHEREAS, the City conducted extensive community outreach efforts through social media ads and posts, newspaper advertisements, and mailings to stakeholders; and,

WHEREAS, the Planning Commission conducted three (3) community workshops on August 25, 2021, October 27, 2021 and March 23, 2022 to solicit public input, and review the 2021-2029 Housing Element and the City's strategy for preserving the community's character while expanding housing opportunities for all household types and income groups; and,

WHEREAS, the City submitted the Draft Housing Element to the California Department of Housing and Community Development (HCD) for review on November 30, 2021. HCD provided formal written comments on December 31, 2021; and,

WHEREAS, the Draft Housing Element has been revised to address public input and HCD's comments; and,

WHEREAS, concurrent with the update to the Housing Element, the City prepared a Negative Declaration for the project noted above. The Negative Declaration is based on the finding that, by implementing the General Plan EIR Policies and Implementation Programs, the Project's potential significant adverse impacts are at a less than significant level. The reasons to support such a finding are documented by an Initial Study prepared by the City of Los Alamitos. A copy of the Negative Declaration is attached hereto as Exhibit B; a full copy of documents constituting the entire file on the Negative Declaration is available for review at the City of Los Alamitos Community Development Department, 3191 Katella Avenue, Los Alamitos, California; and,

WHEREAS, on July 27, 2022, due to required State of California Housing and Community Development changes to the Housing Element Draft, the Planning Commission conducted a

duly noticed public hearing and recommended to the City Council the adoption of the Negative Declaration and approval of the Housing Element Update; and,

WHEREAS, the City Council conducted a duly noticed public hearing, as prescribed by law, for said Housing Element Update on August 15, 2022, at which time the City Council also considered the Initial Study/Negative Declaration, and all those present were given the opportunity to present testimony regarding this matter; and,

WHEREAS, on December 14, 2022, due to further required State of California Housing and Community Development changes to the Housing Element Draft, the Planning Commission conducted a duly noticed public hearing and recommended to the City Council the adoption of the Housing Element Update; and,

WHEREAS, the City Council conducted a duly noticed public hearing, as prescribed by law, for said Housing Element Update on January 24, 2023, and all those present were given the opportunity to present testimony regarding this matter; and,

WHEREAS, based on rapidly expanding demand for residential land in the region and the underutilized nature of the sites identified in the sites inventory, the existing uses on the sites identified in the site inventory to accommodate the lower income RHNA are likely to be discontinued during the planning period, and therefore do not constitute an impediment to additional residential development during the period covered by the housing element; and,

WHEREAS, all legal prerequisites have occurred prior to the adoption of this Resolution.

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

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

SECTION 2. The City Council approves General Plan Amendment 21-01, updating the Housing Element, attached hereto as Exhibit A, for the 6th Cycle Housing Element (2021- 2029).

SECTION 3. The City Council authorizes staff to submit the 6th Cycle Housing Element Update to HCD for certification.

SECTION 4. The Development Services Director is authorized to make minor modifications as may be required by HCD for Housing Element certification.

SECTION 5. The City Council hereby adopts a Negative Declaration pursuant to the California Environmental Quality Act (CEQA) (Public Resources Code Sections 21000 et seq.) for the Housing Element, which is attached hereto as Exhibit B.

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

PASSED, APPROVED, AND ADOPTED this 23rd day of January, 2023.

Tanya Doby, 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 24th day of January 2023, by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

CITY OF LOS ALAMITOS



2021-2029 Housing Element



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CHAPTER 1

INTRODUCTION

A. Purpose and Content

The Housing Element of the General Plan contains the official policies for the construction, rehabilitation and preservation/conservation of housing in the City of Los Alamitos. The Housing Element is built upon identification and analysis of existing and projected housing needs, resources, opportunities and past performance. The Housing Element contains detailed analysis of the City's economic, demographic and housing characteristics.

The Housing Element addresses housing opportunities for current and future Los Alamitos residents through 2029 and provides the policy guidance for local decision making related to housing in the City. The Housing Element is the only element of the General Plan that requires review and certification by the State of California.

This Housing Element update covers the Planning Period from October 2021 through October 2029. The Housing Element also evaluates the City's progress in implementing the 2014–2021 housing policy program.

B. Housing Element Updates

The Statewide housing goal is “decent housing and a suitable living environment for every Californian” (Government Code Section 65580). The Legislature recognizes the important role that local governments play in pursuit of this goal and mandates that all cities and counties prepare a Housing Element as part of their comprehensive General Plans.

The Housing Element is intended to be reviewed annually and updated and modified as necessary to remain relevant and useful and to reflect the community's dynamic housing needs. This Housing Element update covers the planning period from October 2021 through October 2029, consistent with the State-mandated update required for all jurisdictions within the Southern California Association of Governments (SCAG) region.



C. State Law and Local Planning

1. Consistency with State Law

The Housing Element is one of the eight required General Plan elements, mandated by State law. State law requires that each jurisdiction's Housing Element consist of "an identification and analysis of existing and projected housing needs and a statement of goals, policies, quantified objectives, financial resources, and scheduled programs for the preservation, improvement, and development of housing." The Housing Element must also analyze and plan for housing for all economic segments of the community.

Government Code Section 65583 outlines specific requirements regarding the scope and content of the Housing Element.

2. General Plan Consistency

The Government Code requires internal consistency among the Elements of a General Plan. Section 65300.5 of the Government Code states that the General Plan's various Elements shall provide an integrated and internally consistent and compatible statement of policies. City staff has reviewed the other Elements of the General Plan and has determined that this Housing Element provides consistency with them. The City will maintain this consistency as future General Plan Amendments are processed by evaluating proposed amendments for consistency with all Elements of the General Plan.

3. Relationship to Other Plans and Programs

The Housing Element identifies goals, objectives, policies and programs for the Planning Period that directly addresses the City's housing needs. These goals and policies will be implemented through a number of City plans and programs including the City's Municipal Code.



D. Housing Element Organization

The Housing Element is organized into four parts:

- Section 1: Introduction. Explains the purpose, process and contents of the Housing Element;
- Section 2: Housing Needs. Describes the demographic, economic and housing characteristics of Los Alamitos, as well as the existing and projected housing needs;
- Section 3: Resources and Constraints Analysis. Analyzes the potential and actual governmental and non-governmental constraints to the maintenance, preservation/conservation, and development of housing. Also analyzes the potential housing resources of the City; and,
- Section 4: Housing Policy Program. Describes specific policies and programs the City will carry out over the Planning Period to address the City's housing goals.

Supporting background material is included in the following four appendices:

- Appendix A: Community Outreach
- Appendix B: Residential Land Resources
- Appendix C: Review of Housing Element Past Performance
- Appendix D: Assessment of Fair Housing
- Appendix E: Glossary of Housing Terms

E. Community Participation

The Housing Element was developed through combined efforts of City staff, the City's Planning Commission, City Council, and community members. Community input was sought and received through a public workshop and hearings. The City held a community workshop on August 25, 2021, at which participants generally asked questions about the City's responsibilities and future housing needs, and also discussed the upcoming Town Center Strategic Plan, which will incorporate inclusionary housing requirements for the parcels located within its boundary. The workshop was advertised in the newspaper, noticed on the City's website, and included in a mailing to property owners and an email blast to interested developers in the region. Following the workshop, the Housing Element update was posted on the City's website for public review and input in a 17-day comment period. This effort was announced through a City-wide mailing and e-newsletter to all residents, posting of notices on the City's website and in the newspaper, and announcements on social media. Following the



public review period, the Planning Commission held a hearing (October 27, 2021) on the Housing Element, to solicit additional input. Three community members attended, and expressed concerns about the addition of more housing units in the City. The Planning Commission tabled the Housing Element pending HCD review, and the Element was submitted to HCD on November 2, 2021.

Comments received through the outreach activities have been considered in the development of the Housing Policy Program. A summary of the comments is provided in Appendix A of this Housing Element, along with a list of community stakeholders.

The City will continue to conduct outreach regarding housing issues through the planning period, including AFFH outreach, as described in Policy Action 3.6 and 5.3. Please also see Appendix A.



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CHAPTER 2

HOUSING NEEDS ANALYSIS

A. Introduction

One of the key mandated components of the Housing Element is evaluating both existing and future housing needs for all segments of the community.

This chapter analyzes housing demographic and economic characteristics that influence the supply of and demand for housing. These analyses provide baseline information and establish a foundation for developing policies and programs to address identified housing needs. The analyses identify housing needs according to income, tenure, and special needs groups.

Primary data sources include the 2000 and 2010 US Census, the American Community Survey (2019), the California Department of Finance (DOF), the California Employment Development Department (EDD) and the Southern California Association of Governments (SCAG). These sources provide the most reliable information for evaluating existing conditions and a basis for consistent comparison with historical data. These sources also provide forecasts of future conditions and needs.

B. Community Profile

1. Population Trends and Characteristics

Population and employment trends generally influence the demand for housing and the types of housing needed. This section describes the changes to population size and age and racial/ethnic composition of the City.

a. Historical, Existing and Forecast Growth

Los Alamitos is one of 34 cities within Orange County. Table 2-1 lists the counties in southern California and their respective populations. DOF estimates the overall County population was 3,153,764 in 2021, the third most populous county in the state. Los Angeles and San Diego Counties had the first and second largest populations in the



state, respectively. According to the 2010 US Census, Orange County also had the third largest county population at the time with 3,010,232 residents. Overall, the County has experienced slower population growth over the last two decades. The population increased by 18 percent from 1990 to 2000, less than 6 percent from 2000 to 2010, and less than 5 percent from 2010 to 2021. From 2020 to 2021, the County population decreased by 26,727 residents.

Table 2-1
Regional Population Trends
2000-2021

County	2000	2010	2021
Imperial County	142,361	174,528	186,034
Los Angeles County	9,519,338	9,818,605	10,044,458
Orange County	2,846,289	3,010,232	3,153,764
Riverside County	1,545,387	2,189,641	2,454,453
San Bernardino County	1,709,434	2,035,210	2,175,909
San Diego County	2,813,833	3,095,813	3,315,404
Ventura County	753,197	823,318	835,223

Sources: US Census Table P1, 2000 and 2010, California Department of Finance E-5, 2021.

As shown in Table 2-2, DOF estimated Los Alamitos' population at 11,538 in 2021. The City experienced a decrease in population between 2000 and 2010 (87 people, or 1 percent), and a 1 percent increase in population from 2010 to 2021. Therefore, in the last 21 years, there has been no change in population in the City. The City represents approximately 0.4 percent of the overall county population.

Table 2-2
Population Growth
2000–2021

Jurisdiction	2000	2010	2021	2010-2021 Growth	
				Number	% change
City of Los Alamitos	11,536	11,449	11,538	89	1%
Orange County	2,846,289	3,010,232	3,153,764	143,532	5%

Source: US Census Table P1, 2000 and 2010, California Department of Finance E-5, 2021.

The Southern California Association of Governments (SCAG) prepares population forecasts for jurisdictions within its coverage area as part of future growth policies and programs. SCAG's 2020-2045 Regional Transportation Plan/Sustainable Communities



Strategy (RTP/SCS) forecasts the Los Alamitos’s population to reach 12,300 in 2045, although the City’s population has been stagnant for over 20 years. SCAG’s projection represents a 6.6% increase between 2021 and 2045, or an addition of 762 residents.

b. Age Composition

From 2010 to 2019, Los Alamitos experienced growth in the Retirement (55-64 years) and Senior Citizen (65 years and over) populations, while the populations of other age groups somewhat declined. This suggests a slowly aging trend and potential growing need for senior housing and programs. The Prime Working age group remains the largest in the City with 40.8 percent of the population in 2021. Table 2-3 summarizes the age distribution of the City’s population.

Table 2-3
Age Distribution
2010–2019

Age Group	2010		2019	
	Number	% of Population	Number	% of Population
Preschool (Under 5 years)	527	4.6%	457	4.0%
School (5–9 years)	668	5.8%	765	6.6%
(10–14 years)	904	7.9%	938	8.1%
(15–19 years)	1,007	8.8%	593	5.1%
Young Adult (20–24 years)	712	6.2%	577	5.0%
Prime Working (25–34 years)	1,356	11.8%	1,608	13.9%
(35–44 years)	1,582	13.8%	1,633	14.2%
(45–54 years)	1,866	16.3%	1,467	12.7%
Retirement (55–59 years)	682	6.0%	845	7.3%
(60–64 years)	551	4.8%	775	6.7%
Senior Citizen (65–74 years)	694	6.1%	1,047	9.1%
(75–84 years)	625	5.5%	476	4.1%
(85+ years)	275	2.4%	353	3.1%
Total	11,449.00	100.0%	11,534	100.0%

Notes:

¹ Discrepancy due to categorical change in Young Adult definition, 2010 Census break down classifies school age as 5–19 years and Young Adult as 20–24 years.

Sources: US Census Table P12, 2010, American Community Survey 5-Year Estimates Subject Table DP05, 2019.



c. Race and Ethnic Composition

As illustrated in Table 2-4, the majority of Los Alamitos residents are White, representing 62.5 percent of the population in 2019. Asian residents comprise the second largest racial/ethnic group with 14.6 percent of the population, and residents of 'Some Other Race'¹ comprise the third largest group with 8.3 percent. Between 2010 and 2019 the White, American Indian and Alaska Native, and Native Hawaiian or other Pacific Islander populations declined. All other racial/ethnic groups increased in population, including residents of Hispanic or Latino origin, which increased from 21.1% to 27.0% of the total population between 2010 and 2019.

Table 2-4
Racial and Ethnic Composition
2010–2019

Racial/Ethnic Group	2010		2019		2010-2019 Change in % of Population
	Number	% of Population	Number	% of Population	
White	8,131	71.0%	7,214	62.5%	-12%
Black or African American	324	2.8%	713	6.2%	118%
American Indian & Alaska Native	51	0.4%	5	0.0%	-90%
Asian	1,471	12.8%	1,681	14.6%	13%
Native Hawaiian or other Pacific Islander	50	0.4%	22	0.2%	-56%
Some Other Race	726	6.3%	954	8.3%	30%
Two or more races	696	6.1%	945	8.2%	35%
Total	11,449	100.0%	11,534	100.0%	0.7%*
Hispanic or Latino (of any race)	2,418	21.1%	3,110	27.0%	28%

Sources: US Census Tables P3 & P4, 2010, American Community Survey 5-Year Estimates Subject Table DP05, 2019.

*Change of total population.

¹ The Census Bureau uses the category "Some Other Race", which accounts for single races other than the five race categories per U.S. Office of Management and Budget (OMB) Standards for Race and Ethnicity (1997):

American Indian or Alaska Native

Asian

Black or African American

Native Hawaiian or Other Pacific Islander

White.



2. Employment Trends

Housing needs are also influenced by employment trends. Proximity to job opportunities is an important factor in housing choices. Significant employment opportunities within and close to a city can lead to demand for housing. The quality and/or pay of available employment influence the demand for various housing types and price levels.

Table 2-5 lists the top employers in Los Alamitos in 2021. The types of industries with large employment needs in the City are closely related to the housing needs of the local labor pool. The City's principal employers include hospitals, aerospace manufacturers, business services and restaurant/wholesale trade. Typical jobs in these industries include production workers, medical professionals, clerks and managers.

Table 2-5
Top Employers
2021

Company	Industry	Number of Employees
Los Alamitos Medical Center, Inc.	Healthcare	1,100
Arrowhead Products	Aerospace	780
Trend Offset Printing Services	Service/Printing	700
Epson America, Inc.	Media	693
Discovery Practice Management, Inc.	Service	205
Bar Bakers LLC	Wholesale Trade	200
Resare Marketing, Inc.	Service	191
Alamitos West Health & Rehabilitation	Healthcare	145
Katella Delicatessen-Restaurant-Bakery, Inc.	Restaurant	145
Alliance Space Systems, LLC	Aerospace	144
Bearing Inspection, Inc.	Business Service	97
Ganahl Lumber Co.	Business Service	95

Source: City of Los Alamitos and HDL Companies, 2021.

As shown in Table 2-6, the largest group of Los Alamitos residents were employed in the educational services, health care and social assistance industry (23.9 percent) in 2019. Retail trade (13.6 percent) made up the second largest employment group followed by arts, entertainment, recreation, accommodation (hospitality) and food services (11.6



percent). In Orange County, the top-ranking industry is the same as Los Alamitos (19.5 percent), followed by professional, scientific, management, administrative and waste management services (14.5 percent) and manufacturing (12.2 percent).

Table 2-6
Employment by Industry¹
2019

Industry	Los Alamitos		Orange County	
	Number	%	Number	%
Agriculture, forestry, fishing and hunting, mining	8	0.1%	9,488	0.6%
Construction	356	6.4%	93,305	5.9%
Manufacturing	513	9.3%	194,930	12.2%
Wholesale trade	233	4.2%	55,639	3.5%
Retail trade	753	13.6%	165,866	10.4%
Transportation and warehousing, utilities	259	4.7%	58,510	3.7%
Information	69	1.2%	31,488	2.0%
Finance, insurance, real estate, and rental and leasing	315	5.7%	136,401	8.6%
Professional, scientific, management, administrative, and waste management services	627	11.3%	230,546	14.5%
Educational services, health care and social assistance	1321	23.9%	309,730	19.5%
Arts, entertainment, recreation, accommodation and food services	644	11.6%	174,296	10.9%
Other services (except public administration)	320	5.8%	86,435	5.4%
Public administration	114	2.1%	45,517	2.9%
Total	5,532	100%	1,592,151	100%

Note:

¹Employment reported by Los Alamitos/Orange County residents. Does not reflect the number of jobs within the respective jurisdictions.

Source: American Community Survey 5-Year Estimates Subject Table S2405, 2019.

Annual wages vary by industry in Orange County, but steadily increased from 2012 to 2017.² As shown in Figure 2-1 below, the highest-paying sectors are Utilities, Finance and Insurance, Information, and Management of Companies and Enterprises, with incomes averaging above \$100,000. The lowest-paying sectors include Accommodation and Food Services, Agriculture, Forestry, Fishing & Hunting, Retail Trade, and Other Services (excluding Public Administration), with incomes averaging around \$20,000 to under \$40,000.

² 2018-2019 Orange County Workforce Indicators Report, Orange County Business Council.



Figure 2-1

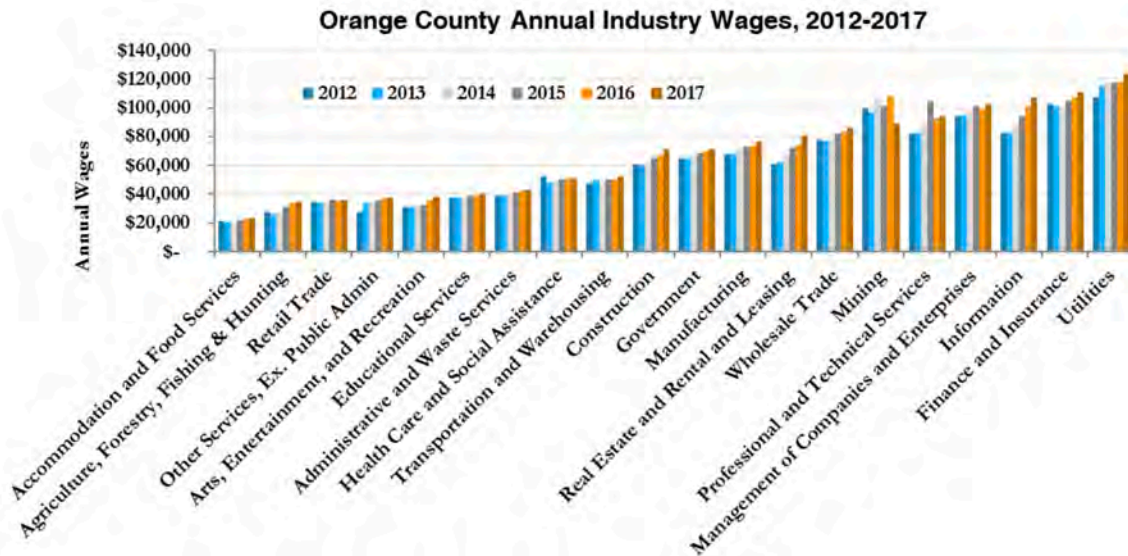


Table 2-7
City Employment by Occupation
2019

Occupation	Number of Employees	% of Total
Management, business, science, and arts occupations	2,646	47.8%
Service occupations	874	15.8%
Sales and office occupations	1,277	23.1%
Natural resources, construction, and maintenance occupations	311	5.6%
Production, transportation, and material moving occupations	424	7.7%

Source: American Community Survey 5-Year Estimates Subject Table DP03, 2019.

As shown in Table 2-7, nearly half (47.8%) of the City’s civilian employed labor force is in “management, business, science, and arts” occupations, followed by “sales and office” occupations (23.1%) and “service” occupations (15.8%).

According to the EDD, the City’s labor force decreased from 6,500 in 2010 to 5,300 in 2021. Unemployment fluctuated in the last decade, with a high of 8.9% in 2020 (due to the pandemic) followed by 8.0% in 2012, to a low of 2.9% in 2019. As shown in table 2-8,



the unemployment rate in Los Alamitos in April of 2021 was 6.3 percent. Overall, except for the change most likely associated with COVID-19, the employment rate has been improving in the City.

According to City tax records on the top 100 business license accounts, total employee count (based inside the City) increased from 7,737 to 10,161 in 2018, and then decreased slightly to 10,061, likely due to the pandemic. This corroborates the generally decreasing unemployment rate according to EDD data.

Table 2-8
Labor Force Trends
2010–2021

Year	Labor Force	Employment	Unemployment	Unemployment Rate
2010	6,500	6,200	300	5.3%
2011	6,600	6,300	300	4.9%
2012	5,700	5,300	500	8.0%
2013	5,700	5,300	400	6.7%
2014	5,700	5,400	300	5.5%
2015	5,700	5,500	300	4.5%
2016	5,600	5,300	300	4.7%
2017	5,700	5,500	200	3.8%
2018	5,800	5,700	200	3.1%
2019	5,600	5,400	200	2.9%
2020	5,400	4,900	500	8.9%
Apr/2021	5,300	5,000	300	6.3%

Source: California EDD, 2021.

Los Alamitos is a small city in Orange County, a major employment hub which is slowly approaching full employment.³ The County's strong labor market provides ample job opportunities for both county residents and residents of nearby counties such as Riverside and San Bernardino, which have 69,019 and 36,489 net commuters into Orange County, respectively. Orange County has a net worker inflow from neighboring counties including Los Angeles, despite a high worker outflow to Los Angeles (312,035 residents) from Orange County. These data suggest the City residents have relatively easy access to in-county job opportunities, while also being able to access jobs in neighboring counties including Los Angeles. This is evidenced by a commute time under one hour for 87.1% of workers 16 years and over who did not work from home.⁴ In

³ 2018-2019 Orange County Workforce Indicators Report, Orange County Business Council.

⁴ American Community Survey 5-Year Estimates Subject Table S0801, 2019.



addition, Los Alamitos' physical location on the northern edge of the County makes it particularly susceptible to cross-commuting (outflow of City residents to other counties, and inflow of workers from other counties).

3. Household Characteristics

The US Census Bureau defines a household as all persons living in a single housing unit, whether or not they are related. One person living alone is considered a household, as is a group of unrelated persons living in a single housing unit. A family is defined as related persons living within a single housing unit.

a. Household Formation and Composition

Table 2-9 summarizes the change in the number of households in the City, County and State since 2000. In 2019, the American Community Survey reported 4,092 households in Los Alamitos, an approximately a 2.8 percent decrease from 2010. During the same period, total households in Orange County increased by about 4.5 percent and households in California increased by 3.7 percent.

Table 2-9 Total Households 2000–2019					
Area	2000	2010	2019	Percent Increase 2000-2010	Percent Increase 2010-2019
Los Alamitos	4,180	4,212	4,092	0.8%	-2.8%
Orange County	935,287	992,781	1,037,492	6%	4.5%
California	11,502,870	12,577,498	13,044,266	9%	3.7%

Sources: US Census, 2000 and 2010, American Community Survey 5-Year Estimates Subject Table DP02, 2019.

The average number of persons per household in Los Alamitos was 2.66 in 2010 and 2.63 in 2021. As shown in Table 2-10, the average persons per household in the City was less than the overall county average (above 2.9) in both 2010 and 2021.



Table 2-10
Average Persons per Household
2010–2021

Area	2010	2021
Los Alamitos	2.66	2.63
Orange County	2.99	2.94

Sources: US Census, 2010, California Department of Finance E-5, 2021.

As shown in Table 2-11, households of 2 persons made up the largest segment of owner-occupied households, and households of 3 persons made up the largest segment of renter-occupied households. Two-person households comprised the second largest segment of renter-occupied households. One-person households comprised the second largest segment of owner-occupied households. Large households (5 or more persons) comprised 9 percent of the total households. The majority of units are rentals, about 58 percent.

Table 2-11
Household Size Distribution by Tenure
2019

Household Size	Total Households		Renter-Occupied Households		Owner-Occupied Households	
	Number	% of Total Households	Number	% of Total Households²	Number	% of Total Households²
1 Person	1,000	24%	544	23%	456	26%
2 Persons	1,136	28%	549	23%	587	34%
3 Persons	893	22%	585	25%	308	18%
4 Persons	691	17%	456	19%	235	14%
5 Persons	294	7%	184	8%	110	6%
6 Persons	44	1%	30	1%	14	1%
7 or More Persons	34	1%	5	0%	29	2%
Total	4,092¹	100.0%	2,353	58%	1,739	42%

Notes:

¹ Represents Total Households

² Percentages may not equal to 100% due to rounding.

Source: American Community Survey 5-Year Estimates Subject Table B25009, 2019.



b. Household Income

As shown in Table 2-12, the median household income for Los Alamitos in 2019 was \$88,729. This is \$1,505 less than the county median. Within the City, the median income of owner-occupied households was \$106,034, which is \$34,567 more than that of renter-occupied households. Because of the higher percentage of renter households in the City, median income is lower overall when compared to the County.

Table 2-12
Median Household Income
2019

Area	Median Income
Los Alamitos	\$88,729 ¹
Owner-Occupied Households	\$106,034
Renter-Occupied Households	\$71,467
Orange County	\$90,234

Notes:

¹ Represents occupied housing units.

Source: American Community Survey 5-Year Estimates Subject Table S2503, 2019.

HCD sets income limits for the purpose of determining program eligibility. Table 2-13 shows the current (2021) income limits applicable in Los Alamitos. The median household income for a family of four in 2021 is \$106,700.

Table 2-13
Orange County Housing Program Income Limits
2021

Income Category	Household Size			
	1-person	2-person	3-person	4-person
Extremely Low	\$28,250	\$32,300	\$36,350	\$40,350
Very Low Income	\$47,100	\$53,800	\$60,550	\$67,250
Low Income	\$75,300	\$86,050	\$96,800	\$107,550
Moderate Income	\$89,650	\$102,450	\$115,250	\$128,050
Median Income	\$74,700	\$85,350	\$96,050	\$106,700

Source: HCD 2021 State Income Limits.



Based on the American Community Survey data for 2019, Table 2-14 shows the income of Los Alamitos' owner-occupied and renter-occupied households. A greater number of renter-occupied households have income levels in the extremely low and very low range than owner-occupied households.

Table 2-14
Household Income by Tenure
2019

Income	Owner-Occupied Households		Renter-Occupied Households		Total Occupied Households	
	Number	%	Number	% ¹	Number	% ¹
Less than \$5,000	41	2.4%	74	3.1%	115	2.8%
\$5,000-\$9,999	0	0%	49	2.1%	49	1.2%
\$10,000-\$14,999	53	3%	58	2.5%	111	2.7%
\$15,000-\$19,999	38	2.2%	42	1.8%	80	2%
\$20,000-\$24,999	57	3.3%	106	4.5%	163	4%
\$25,000-\$34,999	119	6.8%	167	7.1%	286	7%
\$35,000-\$49,999	104	6%	319	13.6%	423	10.3%
\$50,000-\$74,999	201	11.6%	392	16.7%	593	14.5%
\$75,000-\$99,999	213	12.2%	278	11.8%	491	12%
\$100,000-\$149,000	315	18.1%	466	19.8%	781	19.1%
\$150,000 or more	598	34.4%	402	17.1%	1,000	24.4%
Total	1,739	100.0%	2,353	100.0%	4,092	100.0%

Notes:

¹ Percentages may not equal to 100% due to rounding.

Source: American Community Survey 5-Year Estimates Subject Table S2503, 2019.

4. Housing Stock and Market Conditions

This section describes the existing housing stock and current market conditions in Los Alamitos. Analysis of past and current housing trends provides a basis to project future housing needs.

a. Housing Stock Profile

Based on 2000, 2010, and 2021 US Census and California DOF estimates, less than one-half percent of Orange County's housing units are located in Los Alamitos. In 2000, the City had 4,329 housing units. By 2010, the number of units increased slightly to 4,355 and by 2021 to 4,437. Given the more rapid growth in other Orange County communities, Los Alamitos' near build out conditions have contributed to its slow housing growth.



Table 2-15
Number of Housing Units
2000–2021

Year	Los Alamitos	Orange County	Los Alamitos as Percent of Total Orange County Units
2000	4,329	969,484	0.45%
2010	4,355	1,048,907	0.42%
2021	4,437	1,118,971	0.40%

Sources: US Census, 2000 and 2010, and California Department of Finance E-5, 2021.

i. Unit Size

As shown in Table 2-16, the American Community Survey reported two- or three-bedroom units are the most common residential unit type in Los Alamitos, comprising 71.9 percent of all residential stock. Units with four or more bedrooms are also relatively common comprising 21.7 percent of all residential units. Studio and one-bedroom units comprise only 6.4 percent of the total units.

Table 2-16
Unit Size
2019

Subject	Estimate	Percent
Total Housing Units	4,092	100%
No Bedroom	61	1.5%
1 Bedroom	201	4.9%
2 or 3 Bedrooms	2,942	71.9%
4+ Bedrooms	888	21.7%

Source: American Community Survey 5-Year Estimates Subject Table S2504, 2019.



ii. Unit Type

As shown in Table 2-17, single family detached and multifamily units are evenly distributed housing types in Los Alamitos. As of 2019, 45.1 percent of the housing units are single-family detached and 41.1 percent are multifamily. Smaller multifamily developments (2-4 units) and mobile homes are increasing in percentage of total housing units, while single-family detached units and multifamily developments with 5 or more units declined in both number and percentage.

Table 2-17
Housing Inventory by Unit Type
2010–2019

Unit Type	2010		2019	
	Number	%	Number	% ¹
Single family, detached	2,034	47.7%	1,907	45.1%
Single family, attached	364	8.5%	424	10%
Multifamily, 2-4 units	745	17.5%	872	20.6%
Multifamily, 5+ units	1,029	24.1%	868	20.5%
Mobile homes	96	2.2%	153	3.6%
Other (Boats, RV, etc.)	0	0%	0	0%
Total	4,268	100%	4,224	100.0%

Notes:

¹ Percentages may not equal to 100% due to rounding.

Source: American Community Survey 5-Year Estimates Subject Table S2504, 2010 and 2019.

Table 2-18 illustrates the distribution of occupied unit types by tenure. The majority (78 percent) of owner-occupied units are single-family detached. The majority of renter-occupied units are within multifamily developments. Approximately 35 percent of renter-occupied units are in multifamily structures with 2 to 4 units and 32 percent are in structures with 5 or more units.



Table 2-18
Tenure By Units In Structure
2019

Unit Type	Owner-Occupied Units		Renter-Occupied Units		Total Occupied Units	
	Number	% ¹	Number	% ¹	Number	% ¹
Single family, detached	1,355	78%	480	20%	1,835	45%
Single family, attached	163	9%	261	11%	424	10%
Multifamily (2-4 units)	33	2%	813	35%	846	21%
Multifamily (5+ units)	76	4%	758	32%	834	20%
Mobile homes	112	6%	318	2%	153	4%
Other (Boats, RV, etc.)	0	0%	41	0%	0	0%
Total	1,739	100%	2,353	100%	4,092	100%

Notes:

¹ Percentages may not equal to 100% due to rounding.

Source: American Community Survey 5-Year Estimates Subject Tables S2504, 2019.

iii. Residential Building Permit Activity

Table 2-19
Residential Building Permits
2014-2020

Year	Single Family		Multifamily (2-4 units)		Multifamily (5+ units)	
	No. of Units	Average Value/Unit ¹	No. of Units	Average Value/Unit ¹	No. of Units	Average Value/Unit ¹
2014	1	-	-	-	-	-
2015	4	-	-	-	-	-
2016	2	-	-	-	-	-
2017	2	300,000	-	-	5	150,000
2018	2	450,000	4	117,750	-	-
2019	1	-	6	170,000	15	174,780
2020	3	-	-	-	22	209,216
Total	15	375,000	10	149,100	42	186,643

Notes:

¹ Calculated using provided data.

Source: City of Los Alamitos.



Table 2-19, above, describes residential building permit activity during the 2014-2021 planning period. Permits were issued for a total of 67 units. The majority of single-family units constructed were mobile homes. Multi-family developments with 5 or more units gained the most growth from 2017 to 2020, with an average value increasing from \$150,000 to \$209,216 per unit.

In addition to the permits listed above, 10 permits were issued for Accessory Dwelling Units (ADUs) between 2014 and 2020. Three of the 10 permits were completed in 2020 and 2021, and the others remain open as of July 2021. ADUs are a new building type in the City, which may provide additional housing opportunities in the 2022-2029 planning period, particularly for affordable housing (see Chapter 4, Housing Policy Program).

b. Tenure

Approximately 42 percent of Los Alamitos' housing units were owner-occupied in 2019. As shown in Table 2-20, the percentage of owner-occupied housing units in Los Alamitos was comparatively less than California, and the reverse of Orange County as a whole.

Table 2-20
Occupied Units by Tenure
2019

Area	Owner-Occupied Units		Renter-Occupied Units		Total Occupied Units	
	Number	%	Number	%	Number	%
Los Alamitos	1,739	42%	2,353	58%	4,092	100%
Orange County	595,272	57%	442,220	43%	1,037,492	100%
California	7,154,580	55%	5,889,686	45%	13,044,266	100%

Source: American Community Survey 5-Year Estimates Subject Table DP04, 2019.



c. Vacancy Rates

Vacancy rates are an indicator of housing supply and demand. Low vacancy rates influence greater upward price pressures. Higher vacancy rates indicate downward price pressure. A four to five percent vacancy rate is considered “healthy” and indicates a well-functioning market. Based on DOF data, the vacancy rate in Los Alamitos remained constant, just below 3.3% between 2010 and 2021. Table 2-21 summarizes the occupancy status during these two years. According to American Community Survey estimates, the homeowner and rental vacancy rates are very close, at 1.6% and 1.4%, respectively. These data collectively imply high demand for both home ownership and rental in the City of Los Alamitos.

Table 2-21
Occupancy Status
2010-2021

Occupancy Status	2010	Percent	2021	Percent
Occupied Housing Units	4,212	96.72%	4,291	96.71%
Vacant Housing Units	143	3.28%	146	3.29%
Total Housing Units	4,355	100%	4,437	100%

Source: DOF, 2010 and 2021.

d. Age of Housing Stock

Age of a housing unit is often an indicator of housing condition. In general, housing units that are 30 years or older may exhibit need for repairs based on the useful life of materials. Housing over 50 years old is considered aged and is more likely to exhibit a need for major repairs.

Table 2-22 shows the housing units by year of construction and tenure. According to the 2019 American Community Survey, approximately 56 percent of all occupied housing units in Los Alamitos are over 50 years old. Another 32 percent are between 30 and 50 years old.



Table 2-22
Year of Construction by Tenure (Occupied Units)
2019

Year Built	Owner-Occupied Units		Renter-Occupied Units		Total Occupied Units	
	Number	%	Number	% ¹	Number	% ¹
2014-Later	28	2%	10	0%	38	1%
2010-2013	0	0%	46	2%	46	1%
2000-2009	95	5%	97	4%	192	5%
1990-1999	62	4%	185	8%	247	6%
1980-1989	126	7%	200	8%	326	8%
1970-1979	263	15%	708	30%	971	24%
1960-1969	799	46%	706	30%	1,505	37%
1950-1959	281	16%	320	14%	601	15%
1940-1949	85	5%	25	1%	110	3%
1939 or earlier	0	0%	56	2%	56	1%
Total	1,739	100%	2,353	100%	4,092	100%

Notes:

¹ Percentages may not equal to 100% due to rounding.

Source: American Community Survey 5-Year Estimates Subject Table DP04, 2019.

e. Housing Conditions

Housing is considered substandard when found to be below the minimum standard of living defined in the California Health and Safety Code. Households living in substandard conditions are considered in need of housing assistance, even if they are not seeking alternative housing arrangements, due to health and safety threat.

In addition to structural deficiencies and standards, lack of infrastructure and utilities often serves as an indicator of substandard conditions. In 2019, the American Community Survey estimated 6 units lacking plumbing facilities and 36 units lacking complete kitchen facilities, as shown in Table 2-23. It should be noted that there may be some overlap in the number of substandard housing units, as some units may lack both complete plumbing and kitchen facilities. Table 2-23 shows that the majority of City housing stock does not lack plumbing or complete kitchen facilities, though more rental units lack complete kitchen facilities than owner-occupied units. The City has not conducted a housing conditions survey within the last five years, nor is new property owner inspection required.



On average, the City sees approximately six residential units that require action from Code Enforcement on housing conditions annually. In the last five years (2017 to 2021), the City's Code Enforcement Division has issued 21 citations to single family homes, 10 citations to multi-family units, and one citation to mobile home parks related to substandard building/property conditions such as plumbing, roof damage, electrical, building, windows, HVAC, or property maintenance issues. Most of these property owners made the required repairs without financial assistance. There are around 12 citations pending investigation, inspection, or repair as of January 2022. On average, it is expected that 6 units may need rehabilitation each year, with a cumulative total of 18 units in need at any time. However, based on the recent Code Enforcement records, the City's housing stock is generally in good condition; although some need repair and maintenance, it is unlikely to have units that need to be replaced. As a result of this analysis, the City has included 6 units per year in its quantified objectives for rehabilitation during the planning period.

Table 2-23
Units Lacking Plumbing or Complete Kitchen Facilities
2019

Tenure	Lacking complete kitchen facilities		Lacking plumbing facilities		Total Units in City
	Number	%	Number	%	
Owner-Occupied Units	6	0.3%	6	0.3%	1,739
Renter-Occupied Units	30	1.7%	0	0%	2,353
Total Occupied Units	36	0.9%	6	0.1%	4,092

Source: American Community Survey 5-Year Estimates Detailed Tables B25053 and B25049, 2019.

f. Housing Costs and Rents

This section evaluates housing cost and affordability trends in Los Alamitos.

i. Affordability Gap Analysis

The costs of renting or owning a home can be compared to a household's ability to pay for housing. Housing affordability is defined as paying no more than 30 percent of the household income on housing expenses. Table 2-24 summarizes the affordable monthly rent payment and estimated affordable purchase price by income categories, based on the 2021 HCD income limits for Orange County.



Table 2-24
Affordable Rent and Purchase Price by Income Category
2021

Income Category	% of AMI¹	Income Limit	Affordable Monthly Rent Payment²	Estimated Affordable Purchase Price³
Extremely-low Income	≤ 30% AMI	\$40,350	≤ \$1,009	\$211,294
Very-low Income	31%-50% AMI	\$67,250	\$1,681	\$352,157
Low Income	51%-80% AMI	\$107,550	\$2,689	\$563,189
Moderate Income	81%-120% AMI	\$128,050	\$3,201	\$670,538

Notes:

¹Based on family of four. AMI = Area Median Income.

²30 % Gross Rent or PITI.

³Assumes 4.0% interest rate, 30-year mortgage. Mortgage payments equal to 30% of monthly income.

Source: HCD 2021 State Income Limits.

ii. Existing and New Home Price Trends

As shown in Table 2-25, 7.3 percent of the owner-occupied units were valued below \$100,000. Approximately 1.7 percent were valued between \$100,000 and \$199,999. Approximately 1.5 percent were valued between \$200,000 and \$299,999 and 89.6 percent were valued at \$300,000 or more.

Table 2-25
Value of Owner-Occupied Housing Units
2019

Value	Number of Units	Percent of Total Owner-Occupied Units¹
\$49,999 or less	97	5.6%
\$50,000 to \$99,999	29	1.7%
\$100,000 to \$149,999	11	0.6%
\$150,000 to \$199,999	19	1.1%
\$200,000 to \$299,999	26	1.5%
\$300,000 to \$499,999	179	10.3%
\$500,000 to \$999,999	1,135	65.3%
\$1,000,000 or more	243	14.0%
Total	1,739	100%

Notes:

¹Percentage may not equal to 100% due to rounding.

Source: American Community Survey 5-Year Estimates Subject Table DP04, 2019.



As shown in Table 2-26, the median value for owner-occupied homes in Los Alamitos was \$761,200 in 2019. This represents a 24.1 percent increase from the median value of \$613,600 in 2013. The median value of owner-occupied homes in the City continues to be higher than that of neighboring cities and the overall county, though it had the lowest growth rate between 2013 and 2019.

Table 2-26
Median Housing Value Trends
2013–2019

Jurisdiction	Median Value, owner-occupied units		Percent Change
	2013	2019	
Los Alamitos	\$613,600	\$761,200	24.05%
Seal Beach	\$291,800	\$371,600	27.35%
Long Beach	\$417,600	\$556,100	33.17%
Cypress	\$496,600	\$632,900	27.45%
Hawaiian Gardens	\$243,800	\$363,500	49.10%
Orange County	\$519,600	\$679,300	30.74%

Source: American Community Survey 5-Year Estimates Detailed Table B25077, 2013 and 2019.

iii. Ownership Affordability

The median sale price for new and resale housing units in the City has been rising with fluctuations from as low as below \$700,000 in 2017 to over \$1.2 million in 2021.⁵ The 2018 Los Alamitos median home sales price was \$925,000, which represents a 141% increase from 2000, slightly less than the 151% increase in the SCAG region.⁶ As shown in Table 2-19, since 2019 only four single-family homes were constructed, and available data shows one was priced at \$1,995,000.⁷ These recent data show that home prices exceed the affordability range for all income categories at or below Moderate income. A four-person household earning an annual income equal to the 2021 HCD AMI of \$106,700 for Orange County would be able to afford a \$558,738 home, assuming a 30-year fixed-rate loan at 4 percent. The median sales price in Los Alamitos exceeds what a family earning the median could afford. Extremely-low, very-low, low and moderate households may have difficulty finding housing they can afford to purchase.

⁵ Redfin.com, Los Alamitos Housing Market, accessed June 3, 2021.

⁶ SCAG Local Profiles, Core Logic/Data Quick, May 2019. SCAG median home sales price calculated as household-weighted average of county medians.

⁷ Orange County Real Estate, Inc. Based on information from California Regional Multiple Listing Service, Inc. as of 2021-06-03 at 1:48 pm.



iv. Rental Prices

There are a limited number of units listed for rent in Los Alamitos. Most renter-occupied units are privately owned single-family homes and few are in larger apartment complexes. Therefore, available market data for monthly rents is limited. Table 2-27 summarizes the median gross monthly rent for Los Alamitos based on the American Community Survey. In order to update this information to current (2022) conditions, representative rental rates for non-subsidized apartments were collected and are provided in Table 2-27, below. As shown, rents for available rental units on the market as of January 2022 are much higher than average rent reported in 2019 ACS, which can indicate increasing prices and scarcity of rental units in Los Alamitos, especially for larger units. Market rent for 3-bedroom units in 2022 is almost double that reported in the 2019 ACS, and there were few studios or 4+-bedroom units available on the market.

Table 2-27
Median Gross Rent by Unit Size
2019

Unit Size	Average Monthly Rent (2019 ACS)	Current Market Monthly Rent (2022 rent.com)
Studio	Not provided	Not available
1 bedroom	\$1,289	\$1,850 - \$2,520
2 bedrooms	\$1,728	\$1,950 - \$3,375
3 bedrooms	\$2,292	\$3,800 - \$4,110
4 bedrooms	\$2,938	\$2,750 - \$4,500

Source: American Community Survey 5-Year Estimates Detailed Table B25031, 2019; rent.com and apartments.com, accessed January 25, 2020.

As shown in Table 2-28, at least 52 percent of renter-occupied households in Los Alamitos spend 30 percent or more of their household income on rent. The high rate of overpayment by renters coincides with the increasing market rent identified above, indicating a need for more affordable rental units in Los Alamitos.



Table 2-28
Gross Rent as a Percentage of Household Income
2019

Percent of Household Income Spent on Gross Rent	Number of Households	Percent of Renter-Occupied Households
Less than 10.0 percent	95	4%
10.0 to 14.9 percent	261	11%
15.0 to 19.9 percent	260	11%
20.0 to 24.9 percent	309	13%
25.0 to 29.9 percent	164	7%
30.0 to 34.9 percent	224	10%
35.0 to 39.9 percent	135	6%
40.0 to 49.9 percent	242	10%
50.0 percent or more	605	26%
Not computed	58	2%
Total	2,353	100%

Source: American Community Survey 5-Year Estimates Detailed Table B25070, 2019.

v. Rental Affordability

Based on the average rents for housing in Los Alamitos and the surrounding areas, a very-low income family may not be able to afford a 2-bedroom unit. A low-income family would be able to afford up to a 3-bedroom unit. Four-bedroom units are only affordable to those in the moderate and above-moderate income categories. Lower-income large households may have difficulty finding adequate-size housing that is affordable.

C. Housing Needs

This section provides an overview of existing and future housing needs in Los Alamitos. It focuses on five categories:

- Housing need resulting from households overpaying for housing;
- Housing need resulting from overcrowding;
- Housing need for extremely low-income households;
- Housing need based on SCAG's Regional Housing Needs Assessment; and,
- Housing needs of special needs groups such as seniors, large households, persons with disabilities (including developmental disabilities), female-headed households, homeless persons and farmworkers.



1. Households Overpaying for Housing

Households experiencing overpayment are households paying more than 30 percent of their gross income on housing-related expenses, including rent or mortgage payments and utilities. High housing costs can cause households to spend a disproportionate percentage of their income on housing and can result in payment problems, deferred maintenance and/or overcrowding.

Overpayment is often more prevalent in renter-occupied than in owner occupied households. The Comprehensive Housing Affordability Strategy (CHAS) database, provided by HUD based on American Community Survey data, describes the number of households, by income, with housing cost burdens. The latest CHAS data for the 2013-2017 period for Los Alamitos are shown in Table 2-29. Of all owner-occupied households, 26% are overpaying for housing, and 9% are severely overpaying. The

percentages are higher when analyzing lower-income households as a group. Of all lower-income owner-occupied households, 48% are overpaying, and 27% are severely overpaying.

Of all renter households, 48% are overpaying, and 23% are severely overpaying. Of all lower-income renter households, 81% are overpaying, and 42% are severely overpaying.



Table 2-29
Overpayment by Income Level, 2013-2017

Income Category ¹	Owner Households	Percent Owner	Renter Households	Percent Renter
Household Income ≤ 30% HAMFI	205		370	
Households overpaying	140	68%	300	81%
Households severely overpaying	90	44%	300	81%
Household Income > 30% HAMFI and ≤ 50% HAMFI	195		390	
Households overpaying	90	46%	365	94%
Households severely overpaying	55	28%	210	54%
Household Income > 50% HAMFI and ≤ 80% HAMFI	205		525	
Households overpaying	60	29%	375	71%
Households severely overpaying	20	10%	25	5%
Subtotal: All lower-income households	605		1285	
Subtotal: All lower-income HH overpaying	290	48%	1040	81%
Subtotal: All lower-income HH severely overpaying	165	27%	535	42%
Household Income > 80% HAMFI and ≤ 100% HAMFI	190		190	
Households overpaying	100	53%	19	10%
Households severely overpaying	0	0%	4	2%
Household Income > 100% HAMFI	995		835	
Households overpaying	80	8%	60	7%
Households severely overpaying	0	0%	0	0%
Total Households	1,795		2,315	
Total Households Overpaying	470	26%	1,119	48%
Total Households Severely Overpaying	165	9%	539	23%

Note:

¹ HAMFI = HUD Area Median Family Income

“Overpaying” is defined as spending >30% of gross household income on housing costs.

“Severely overpaying” is defined as spending >50% of gross household income on housing costs.

Source: U.S. Dept. of Housing and Urban Development, CHAS data for Los Alamitos, based on 2013-2017 ACS.



2. Overcrowding

An overcrowded unit is defined by the California Department of Housing and Community Development (HCD) as a housing unit occupied by more than one person per room (excluding bathrooms, kitchen, hallway and closet space). Overcrowding can affect public facilities and services, reduce the quality of the physical environment and create conditions that contribute to deterioration of the housing stock.

Table 2-30 summarizes estimates of overcrowding in Los Alamitos as estimated by the American Community Survey in 2019. Only four percent of total units were overcrowded. Of all 167 overcrowded units, 80.2% were renter-occupied units and 19.8% were owner-occupied units.

Severely overcrowded units have more than 1.5 persons per room and are a subset of overcrowded units. They account for 0.4% of all occupied housing units in the City, including 11 owner-occupied units and 7 renter-occupied units.

Table 2-30
Overcrowding, 2019

Persons per Room	Owner-Occupied Units	Renter-Occupied Units	Total	Percent¹ of Total
1.00 or less	1,706	2,219	3,925	95.9%
1.01 to 1.50	22	127	149	3.6%
1.51 to 2.00	11	7	18	0.4%
2.01 or more	0	0	0	0%
Total Overcrowded	33	134	167	4.0%
% Overcrowded by Tenure	1.9%	5.7%	-	-
Total Severely Overcrowded	11	7	18	0.4%
% Severely Overcrowded by Tenure	0.6%	0.3%	-	-

Note:

¹ Percentage may not equal to 100% due to rounding.

Source: American Community Survey 5-Year Estimates Detailed Table B25014, 2019.

As shown, the number of overcrowded units in Los Alamitos is relatively low. Future affordable housing developments should consider including a limited number of units with 3 or more bedrooms to help accommodate larger households. Other affordable housing options that can alleviate overcrowding are ADUs and JADUs, which are permitted by the Zoning Code in all residential zones. The City has issued ten permits for ADUs in the last planning period (see Table 2-19, Residential Building Permits), and a program to track their progress is included to determine whether they will become an



effective means of accommodating lower income household need. No ADU sites are included in the City's Land Inventory for purposes of meeting the RHNA allocation for the 2021-2029 planning period.

3. 2021–2029 Growth Needs

SCAG is responsible for allocating housing needs to each jurisdiction in its region, including Los Alamitos. A local jurisdiction's "fair share" of regional housing need (also known as the Regional Housing Needs Allocation (RHNA)) is the number of additional housing units needed to accommodate the expected growth in the number of households and to replace expected demolitions and conversion of housing units to non-residential uses. The "fair share" allocation is also designed to achieve a future vacancy rate that allows for healthy function of the housing market.

The allocation is divided into four income categories: very-low, low, moderate and above-moderate income. Cities must also plan for the growth needs in the extremely-low income category, which is assumed to be a subset equal to 50 percent of the very-low income allocation. The RHNA allocation is not a requirement for jurisdictions to construct these units; it is only a requirement to create policies and programs to encourage the construction of units and to identify adequate sites to accommodate the jurisdiction's "fair share."

Table 2-31 summarizes the City of Los Alamitos' RHNA for the 2021–2029 Planning Period.

Table 2-31
Regional Housing Needs Allocation
2021–2029

	Extremely Low Income	Very-low Income¹	Low Income	Moderate Income	Above- Moderate Income	Total Allocation
Housing Units	97	97	119	145	311	769

Notes:

¹ Although not provided in the RHNA state law requires cities to plan for units to accommodate extremely low income, which can be estimated at 50% of very-low income, or 97 units.

Source: Based on SCAG's 6th cycle Final RHNA Allocation, adopted March 2021.



4. Special Needs Groups

Certain segments of the population may have more difficulty finding decent, affordable housing due to their special needs. This section identifies the needs of specific groups, as required by State law, including: seniors, large households, female-headed households, persons with disabilities including developmental disabilities, homeless persons, and farmworkers.

a. Seniors

Seniors are considered a special needs group because they are likely to have fixed incomes and may require specially-designed housing. The primary housing concerns of the elderly include:

- Income—the elderly population is generally on a fixed income;
- Household composition—the elderly, especially elderly women, often live alone;
- Transportation—the elderly population is more likely to depend on public transportation and may need special accommodation due to physical disabilities/limitations; and,
- Health care—the elderly often need access to health care.

As shown in Table 2-32, senior households (with householders age 65 and older) comprised 28 percent of the total households in Los Alamitos in 2019. The 1,165 senior households correspond to a senior population of 1,876 in 2019. Home ownership data shown in the table below indicates that approximately 33% of seniors are renters, and 67% are homeowners.



Table 2-32
Householders by Tenure and Age
2019

Householder Age	Owner-Occupied Households		Renter-Occupied Households		Total Households	
	#	% Owner-Occupied Households	#	% Renter-Occupied Households	#	% Total Households
15–24 years	9	1%	46	2%	55	1%
25–34 years	31	2%	398	17%	429	10%
35–64 years	922	53%	1,521	65%	2,443	60%
Non-Senior Households	962	55%	1,965	84%	2,927	72%
65–74 years	369	21%	333	14%	702	17%
75–84 years	259	15%	36	2%	295	7%
85 plus years	149	9%	19	1%	168	4%
Senior Households	777	45%	388	16%	1,165	28%
Total	1,739	100%	2,353	100%	4,092	100%

Source: American Community Survey 5-Year Estimates Detailed Table B25007, 2019.

As indicated in Table 2-33, in 2019, the American Community Survey estimated the median household income for households with a householder age 65+ years in Los Alamitos was \$60,250 and \$63,728 in Orange County.

Table 2-33
Senior Householder Median Income
2019

Householder Age	City of Los Alamitos 2019 Median Income	Orange County 2019 Median Income
65 plus years	\$60,250	\$63,728

Source: American Community Survey 5-Year Estimates Detailed Table B19049, 2019.

Table 2-34 shows the distribution of senior householders by household income in 2019. Of the senior households, 21 percent had an income of less than \$25,000. An additional 39 percent earned between \$25,000 and \$74,999.



Table 2-34
Household Income for Householders Age 65+ years
2019

Household Income	Householders Age 65+ years	Percent of Householders Age 65+ years
< \$25,000	240	21%
\$25,000-\$34,999	126	11%
\$35,000-\$49,999	112	10%
\$50,000-\$74,999	212	18%
\$75,000-\$99,999	109	9%
\$100,000-\$149,999	164	14%
\$150,000-\$199,999	106	9%
≥\$200,000	96	8%
Total	1,165	100%

Source: American Community Survey 5-Year Estimates Detailed Table B19037, 2019.

According to the 2019 American Community Survey data,⁸ at least 199 out of 388 senior householders that rent experience overpayment (gross rent over 30 percent of household income); at least 227 out of 777 senior householders that are homeowners experience overpayment (monthly owner costs over 30 percent of household income). The slowly increasing number of seniors in the population is creating a demand for more affordable housing.

Currently, there is one affordable housing community in Los Alamitos for seniors aged 62 and over. Klein Manor, located east of Laurel Park, offers 71 apartment units including studios and one-bedroom units, as well as a few accessible units for the sensory/mobility impaired. Klein Manor is operated by the Retirement Housing Foundation and charges approximately 30% of the resident income for rent.

Senior housing needs can include low-income apartments, retirement communities, independent living centers, assisted living centers, nursing homes, and hospice care centers. The City runs several programs for senior citizens. Additional housing resources include privately-run senior communities in and around the City.

⁸ American Community Survey 5-Year Estimates Detailed Tables B25072 & B25093, 2019.



Table 2-35
Senior Resources in Los Alamitos

Organization	Services Provided
Katella Senior Living Community	Independent living, assisted living, memory care, respite care
Senior Grocery Program	Food distribution
Los Alamitos Senior Club	Social activities and events with weekly meeting at Community Center
Dine In & Dough House	Twice a week lunch experience hosted by the Los Alamitos Recreation & Community Services Department

b. Large Households

Large households are defined as having five or more persons living in the same household. Large households are a special needs group because they require housing with higher bedroom counts. As shown in Table 2-36, 372 of the City's total households had five or more persons in 2019. This represents a 12% increase from year 2011 (332 households). Of the 372 large households, 219 (58.9%) are renters and 153 (41.1%) are owners. ACS also identified a total of 888 housing units with 4 or more bedrooms (see Table 2-16), which may indicate generally sufficient large housing units to accommodate large households.

Table 2-36
Large Households by Tenure
2019

Number of Persons in Unit	Owner-Occupied Households	Renter-Occupied Households	Total Households
Five	110	184	294
Six	14	30	44
Seven or more	29	5	34
Total	153	219	372

Note:

Total Households Citywide= 4,092

Source: American Community Survey 5-Year Estimates Subject Table B25009, 2019.

Note that renters occupy 6.0% of overcrowded units (see Table 2-30), which is a relatively low percentage. Only 81 of 888 units with four or more bedrooms are occupied by renters,⁹ coinciding with the overcrowding data.

⁹ American Community Survey 5-Year Estimates Detailed Tables B25042, 2019.



Larger units are typically priced higher and may be affordable only to moderate and above moderate income households. There may be a challenge for lower income large households to find affordable and adequate housing. The City implements programs to encourage development of affordable housing units and provide information on, and referral to, state and federal assistance programs.

c. Female-Headed Households

Female-headed households are considered a special needs group due to their historically low rates of homeownership, lower income, and high poverty rates. Table 2-37 summarizes the female-headed households by tenure, with and without children. Approximately 33 percent of Los Alamitos' households are female-headed, and 18 percent of total households are female-headed family households. Approximately 20 percent of renter-occupied households are female-headed families compared to 14 percent of owner-occupied households that are female-headed families.

Table 2-37
Female-Headed Family Households by Tenure
2019

Householder Age	Owner-Occupied Households		Renter-Occupied Households		Total Households	
	Number	% of Owner-Occupied Households ¹	Number	% of Renter-Occupied Households ²	Number	% of Total Households ³
Female householder, no spouse present, with children under 18 years	19	1%	308	13%	327	8%
Female householder, no spouse present, without own children	220	13%	169	7%	389	10%
Total	239	14%	477	20%	716	18%

Notes:

¹ Total Owner-Occupied Households= 1,739

² Total Renter-Occupied Households= 2,353

³ Total Households= 4,092

Source: American Community Survey 5-Year Estimates Subject Table B25115, 2019.



As shown in Table 2-38, in 2019 the majority of female-headed households (82 percent) were above the poverty level. Approximately 31 percent of female-headed households with children were below the poverty level.

Table 2-38
Poverty in Female-Headed Family Households
2019

Household Type	Below Poverty Level		Above Poverty Level	
	Number	% of Household Type ¹	Number	% of Household Type ¹
Female householder, no spouse present, with own children under 18 years	123	31%	275	69%
Female householder, no spouse present, without own children	7	2%	311	98%
Total	130	18%	586	82%

Notes:

¹ ACS figures subject to margin of error; total female-headed households, no spouse present, with own children under 18 years= 398; total female-headed households, no spouse present, without own children= 318

Source: American Community Survey 5-Year Estimates Subject Table B17012, 2019.

d. Persons with Disabilities

The disabled population includes several special needs groups such as, but not limited to, the physically handicapped, developmentally disabled, and severely mentally ill. Typically housing for the needs of these populations include independent living units and supportive housing communities. Affordability and accessibility are the two major housing needs for persons with disabilities.

Accessibility needs, both within the home and to/from the housing unit, often require specially designed housing units. The City's reasonable accommodation ordinance (Municipal Code Chapter 17.42) provides a process for disabled individuals or those acting on their behalf to make requests for reasonable accommodation in the form of relief from various land use regulations such land use, zoning, or building laws and policies.

Table 2-39 shows the number of disabilities by type for Los Alamitos residents. The 2019 ACS identified 1,039 persons in the City with disabilities, of which 486 (46.8%) were persons over the age of 65. Individuals may be affected by one or more types of disability. The most prevalent disabilities in the City are ambulatory difficulty (24.6%) and cognitive difficulty (19.0%).



Table 2-39
Number of Disabilities by Disability Type and Age
2019

Disability Type	Ages under 18		Ages 18-64		Ages 65 and over	
	# of disabilities	% of total disabilities	# of disabilities	% of total disabilities	# of disabilities	% of total disabilities
Hearing Difficulty	0	0%	45	2.3%	246	12.4%
Vision Difficulty	20	1.0%	142	7.2%	84	4.2%
Cognitive Difficulty	76	3.8%	175	8.8%	126	6.4%
Ambulatory Difficulty	28	1.4%	145	7.3%	315	15.9%
Self-Care Difficulty	38	1.9%	108	5.4%	132	6.7%
Independent Living Difficulty	*	*	90	4.5%	214	10.8%
Total	162	8%	705	35.5%	1,117	56.3%
Total Disabilities	1,984	Total Civilian Non-Institutionalized Population with a Disability				1,039

* data not provided

Source: American Community Survey 5-Year Estimates Subject Table S1810, 2019.

In 2019, the 486 senior residents with one or more disabilities represented nearly 26% of the total senior population (1,876). The most prevalent disabilities among seniors are ambulatory difficulty (15.9%) and hearing difficulty (12.4%). As discussed above, Klein Manor, a subsidized housing project, includes several accessible units for the sensory/mobility impaired. Assisted living resources also include Katella Senior Living Community as well as other providers around the City.

Developmental Disabilities

Per Senate Bill No. 812, the Housing Element must discuss the housing needs of persons with developmental disabilities. As defined by federal law, “developmental disability” means a severe, chronic disability of an individual that:

- Is attributable to a mental or physical impairment or combination of mental and physical impairments;
- Is manifested before the individual attains age 22;
- Is likely to continue indefinitely;
- Results in substantial functional limitations in three or more of the following areas of major life activity: a) self-care; b) receptive and expressive language; c) learning; d) mobility; e) self-direction; f) capacity for independent living; or g) economic self-sufficiency;



- Reflects the individual's need for a combination and sequence of special, interdisciplinary, or generic services, individualized supports, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated.

The Census does not record developmental disabilities. According to the American Association on Intellectual and Developmental Disabilities, 2013 data shows that approximately 1.6 percent of the population can be defined as developmentally disabled.^{10,11} This equates to 185 persons in the City of Los Alamitos with developmental disabilities, based on the 2019 ACS population of 11,534 persons. Based on SCAG data, as of June 2019, there are 170 children (under 18 years old) and 89 adults (18 years and over) with developmental disabilities in the City.¹²

The State department of Developmental Services provides community-based services to developmentally disabled persons through contracted regional centers. The Regional Center Orange County (RCOC) is responsible with the care of persons with developmental disabilities in Orange County. RCOC currently serves 176 individuals with developmental disabilities in Los Alamitos. Table 2-40 provides a breakdown by age of those helped through RCOC programs.

Table 2-40
Developmentally Disabled Residents by Age
2021

0–14	15–22	23–54	55–64	65+	Total
81	46	44	2	3	176

Source: RCOC, 2021.

Many developmentally disabled persons can live and work independently within a conventional housing environment. More severely disabled individuals require a group living environment where supervision is provided. The most severely affected individuals may require an institutional environment where medical attention and physical therapy are provided. Because developmental disabilities exist before adulthood, the first issue in supportive housing for the developmentally disabled is the transition from the person's living situation as a child to an appropriate level of independence as an adult.

¹⁰ Braddock et al (2015), The State of the States in Intellectual and Developmental Disabilities: Emerging from the Great Recession.

¹¹ American Community Survey 5-Year Estimates Table DP05, 2013.

¹² CA DDS consumer count by CA ZIP, age group for the end of June 2019.



Resources

The most obvious housing need for persons with disabilities is housing that is adapted to their needs. Most single-family homes are inaccessible to people with mobility and sensory limitations. Housing may not be adaptable to widened doorways and hallways, access ramps, larger bathrooms, lowered countertops, and other features necessary for accessibility. Location of housing is also an important factor for many persons with disabilities, as they often rely upon public transportation to travel to necessary services and shops. “Barrier free design” housing, accessibility modifications, proximity to services and transit, and group living opportunities are important in serving this group.

A variety of housing options and support services are provided by local and regional service agencies in Orange County, including:

- The Aging and Disability Resource Connection (ADRC) initiative is a collaborative effort of the U.S. Administration on Aging and the Centers for Medicare and Medicaid Services, in support of state efforts to develop “one-stop shop” centers in local communities that help older adults and individuals with disabilities make informed decisions about their service and support options and serve as the single point of entry to the long-term care system. ADRC of Orange County helps people who are aging or have a disability, their families and caregivers, in understanding their options and successfully connecting with the services and supports they need.
- County of Orange Social Services Agency In-Home Supportive Services (IHSS) provides supportive services to persons who are aged, blind, or disabled, and who are limited in their ability to care for themselves and cannot live at home safely without assistance. Recipients of Security Supplemental Income (SSI/SSP) are eligible for IHSS, and people with higher income might still be eligible but subject to payment.
- Dayle McIntosh Center (DMC) is a non-profit organization that facilitates both individual and community independent living options for people with disabilities through support services, skills training, transition assistance, services for the deaf, and community services.
- Glennwood Housing Foundation, Inc is a non-profit corporation providing non-profit housing and supported living services to adults with developmental and/or intellectual disabilities. Glennwood House of Laguna Beach offers individual apartment style living on a 33,000 square foot site that includes ADA compliant state-of-the-art living, dining, kitchen, two recreational/multi-media lounges, and communal social spaces. The program aims to assist participants in developing daily living skills that enable them to live independently and live, work, and play in the local community.



- The Arc Los Angeles and Orange Counties is committed to providing for people with intellectual and developmental disabilities the ability to form and work towards goals through training and education, based on their individual abilities. The Arc is the world's largest community based organization of and for people with intellectual and developmental disabilities. The Los Angeles & Orange Counties chapter serves over 200 children and adults with intellectual and other developmental disabilities from 26 cities in the area.
- Help for Brain Injured Children (H.B.I.C.) is a non-profit organization that focuses on the physical and environmental condition of the neurologically impaired child and young adults. H.B.I.C. assists in the medical rehabilitation and educational processes with the most appropriate programs available, including an adult day program, a certified non-public school (Cleta Harder Developmental School), and behavioral intervention.
- The Lighthouse Group is a non-profit organization serving adults with special needs by providing community and support through monthly clubs, camp experiences and other events. Lighthouse Orange County serves 50-70 participants on a weekly basis.
- ACCESS is a shared-ride service provided by Orange County Transportation Authority for people who are unable to use the regular, fixed-route bus service because of functional limitations caused by a disability. ACCESS service is provided within $\frac{3}{4}$ mile of, and during the same hours as, the Orange County Bus service. Subscription service and same-day taxi service are also available at the cost of the OC ACCESS base fare.

e. Homeless Population and Transitional Housing

Due to the transient nature of homelessness, enumeration of this population is difficult. The homeless population tends to move from place to place based on available services such as food and temporary living quarters. People experiencing homelessness may live in emergency shelters, transitional housing programs, or motel or hotel vouchers paid by third-party agencies such as nonprofits, religious organizations and local government agencies. Unsheltered homeless people use as primary nighttime location a public or private place not designated for, or ordinarily used as, a regular sleeping accommodation for people such as the streets, abandoned buildings, vehicles or parks.

The most recent data on the homeless population in Orange County is provided through the 2019 Point-in-Time (PIT) Count Survey and Report. The data provide a snapshot of homelessness on a particular date and time. The 2019 PIT Count for Orange County determined there was one unsheltered homeless individual and 21 sheltered



individuals/families in Los Alamitos.¹³ The unsheltered individual was not identified as a transitional aged youth (age 18-24), veteran, or senior (age 62 and over). While PIT counts for earlier years are not available at the city level, Orange County saw an increase of 2,068 persons or 43% in PIT count from 2017 to 2019. Less than 0.2% of the City of Los Alamitos population experienced homelessness in 2019, including both sheltered and unsheltered. The City is in a better situation than the overall county.

In Los Alamitos, there are two emergency/transitional shelters serving specialized populations. The Precious Life Shelter serves homeless pregnant women with a total of 27 beds and a three-step program: emergency program, transitional program, and single parent efficiency program. Casa Youth Shelter provides shelter and supportive services for homeless or at-risk youth ages 12 to 17. The facility has 12 beds and serves an average of more than 200 youth per year. Many of Casa Youth Shelter's clients are referred from other cities. In addition to these shelters, We Care provides rental and utility assistance for Los Alamitos families and individuals with emergency need.

At the time of the 2019 PIT Count for Orange County, 738 emergency shelter and transitional housing beds remained vacant. Of these, 242 unused beds were in the North Planning Area (including Los Alamitos), and 183 were at the Armory Cold Weather Shelter Program (Fullerton and Santa Ana locations). Therefore, the City should have sufficient capacity and resources to accommodate people experiencing homelessness within its jurisdiction, and no additional facilities would be required.

The City permits homeless shelters with up to 20 beds and conditionally allows those with more than 20 beds in the Planned Light Industrial (P-L-I) zone. The P-L-I zone is appropriate for such facilities because these lands are located near commercial and school sites and in areas where other governmental services are available. The City allows transitional and supportive housing in all residential districts subject to only those restrictions that apply to other residential uses of the same type in the same zone.

AB 101 requires that Low-Barrier Navigation Centers (LBNC) be a by-right use in areas zoned for mixed-use and nonresidential zoning districts permitting multifamily uses. LBNC provide temporary room and board with limited barriers to entry while case managers work to connect homeless individuals and families to income, public benefits, health services, permanent housing, or other shelter. Policy Action 4.6 has been provided to require that the Zoning Ordinance be amended to meet this requirement.

¹³ Everyone Counts 2019 Point In Time Final Report, County of Orange, California, July 30, 2019.



f. Farmworkers

The 2019 American Community Survey estimated only 8 (less than 0.07 percent) of Los Alamitos' residents were employed in agriculture, forestry, fishing and hunting, and mining. These 8 workers are in production, transportation, and material moving occupations. Active agricultural production is limited in Orange County. It is assumed that very few, if any, of the residents are employed in active agricultural production or harvesting. The 2018 ACS estimated no resident employed in the agriculture and related industries. Therefore, there is no identified need for farmworker housing in Los Alamitos. Nevertheless, as with other special needs, these farmworker households, if any, can benefit from City incentives for developers to increase/maintain affordable units that are available to all segments of the population.

g. Extremely-Low Income Households

Although extremely-low income households are not specifically identified by the State as a special needs group, their specific housing needs warrant further analysis. Extremely-low income (ELI) households are defined as households with incomes less than 30 percent of the area median income (AMI). ELI households are a subset of the very low-income household category. The provisions of Government Code Section 65583 (a)(1) require quantification and analysis of existing and projected housing needs of extremely-low income households. The AMI for a 4-person household in Orange County is \$106,700. ELI household incomes are defined by HCD and HUD as those earning less than \$40,350.¹⁴ In 2019, at least 12.7 percent of Los Alamitos households were within the extremely-low income category (refer to Tables 2-13 and 2-14; household income less than \$25,000).

Existing Needs

Table 2-41 provides a summary of housing problems experienced by extremely-low income households in the City of Los Alamitos. According to data from the 2013 to 2017 CHAS provided by HUD, 575 households (14% of total households) in Los Alamitos are considered extremely low-income. The majority (64%) of ELI households are renters. Up to 77 percent of extremely-low income households experience at least one type of housing problem, including incomplete kitchen and plumbing facilities, overcrowding

¹⁴ Per HUD, the Extremely Low Income (ELI) income limit is the greater of either: 1) 60% of Very Low Income limit (\$67,250), which equals \$40,350, or 2) poverty guideline established by Dept. of Health and Human Services (HHS), which equals \$26,200.



and severe overcrowding, and overpayment. Renter ELI households are more likely to experience overpayment or severe overpayment (81% for either) than owner ELI households (68% and 44%, respectively).

Table 2-41
Housing Problems for Extremely Low-Income Households
2013–2017

	Renters	Owners	Total Households
Extremely-low Income Households	370	205	575
% with any Housing Problem ¹	81%	68%	77%
% Cost Burden ² > 30%	81%	68%	77%
% Cost Burden ² > 50%	81%	44%	68%

Notes:

¹“Housing Problem” defined as any occupied housing units lacking a complete kitchen, lacking complete plumbing, having 1.01 or more persons per room (overcrowded), or costing more than 30 percent of the occupant household’s income (overpayment).

²Percentage of household income spent on housing cost.

Source: U.S. Department of Housing and Urban Development, CHAS, based on the 2013-2017 ACS.

Projected Needs

To calculate projected ELI housing needs, the City assumed 50% of its very low income Regional Housing Needs Allocation (RHNA) consists of ELI households. From its very low income need of 194 units (see Table II-31), the City has projected a need of 97 units for ELI households.

The needs of extremely low-income households may include housing units designed for transient/homeless populations, multifamily rental housing, factory-built housing, mobile homes, housing for agricultural employees, supportive housing, single room occupancy units, and workforce housing. Extremely low income households are eligible to receive rental assistance through the Orange County Housing Authority’s Housing Choice Voucher (Section 8) program. There are no affordable housing units designated for ELI households within the City. Small ELI households may also find affordable housing in typically affordable options such as Single Room Occupancy (SRO) hotels, and accessory dwelling units (ADUs). ADUs are permitted in all residential zones. While SRO was removed from the allowed uses during a Zoning Code update in 2019, the City plans to add SRO as a permitted use in the P-L-I zone in 2022 as described in Policy Action 4.8.



CHAPTER 3

HOUSING RESOURCES AND CONSTRAINTS

A. Governmental Constraints

State law requires that housing elements identify and analyze potential and actual governmental constraints to the maintenance, improvement, or development of housing for all income levels, including housing for people with disabilities. The analysis should identify the specific standards and processes of these constraints and evaluate their impact on the supply and affordability of housing. The analysis should determine whether local, regulatory standards pose an actual constraint and must also demonstrate local efforts to remove constraints that hinder a jurisdiction from meeting its housing needs. Governmental constraints may include policies, standards, requirements or actions imposed by government on land and housing use and development. Although State and federal agencies may also impose governmental constraints upon housing, these agencies are beyond the control of local government and are therefore not included in this analysis.

1. Land Use Controls

a. Los Alamitos 2035 General Plan

Every city in California is required by State law to have a General Plan, which establishes policy guidelines for development in the city. The General Plan is the foundation for all land use controls. The Land Use Element identifies the location, distribution and density of land uses throughout the city. Los Alamitos utilizes a number of planning tools, including zoning regulations and the subdivision ordinance, to implement the General Plan.

The Los Alamitos 2035 General Plan provides for three residential and one mixed use land use designations in the City. Table 3-1 summarizes these designations and their associated density ranges and acreages. Densities for residential designations are expressed in dwelling units per acre (du/ac).



Table 3-1
Los Alamitos 2035 General Plan
Residential Land Use Designations

Designation	Description	Acreage	Density Range
Single Family Residential	Single family detached homes on individual lots	258	1-6 du/ac
Limited Multiple Family Residential	Single family detached and attached residences, including small lot subdivisions, townhouses, courtyard homes, duplexes and triplexes. Live/work uses are also permitted, subject to the uses permitted by the Professional Office designation.	18	6-20 du/ac, Max office space 500 square feet per unit
Multiple Family Residential	Single family detached and attached residences, including all development permitted in other residential categories as well as stacked flats and other building types with 4 or more units. Other uses such as convalescent hospitals, churches, and mobile home parks are also permitted subject to special procedures such as a Conditional Use Permit.	145	20-30 du/ac
Mixed Use	Vertical or horizontal mix of commercial, office, public/quasi-public, and/or residential uses on the same parcel. Stand-alone (not mixed-use) commercial, office, and public/quasi-public uses are also permitted. For parcels that front Los Alamitos Boulevard or Katella Avenue, the ground floor is required to consist of those uses permitted or conditionally permitted in the General Commercial Zoning District.	19	30 du/ac

Source: Los Alamitos 2035 General Plan.

When the General Plan was prepared in 2013, there were approximately 4,421 dwelling units in the City. The build-out analysis identified a maximum potential of 251 net additional units that could be built. In total, 4,672 dwelling units are anticipated within the City limits at build-out. DOF reports 4,437 dwelling units within the City as of January 2021, leaving a potential for 235 units to be added to the City's housing stock. Since the adoption of the General Plan, the City has undertaken the preparation of a Town Center Strategic Plan, which is intended to provide for higher density (up to 60 units per acre) residential in a mixed use atmosphere. The intent of the Town Center is to create a full integrated commercial and residential environment which provides an activated and vibrant downtown. As provided in Appendix B, Land Resources, the City has assumed that some of its lower income RHNA will be accommodated in the Town Center. In addition, two larger properties which have housed businesses in the City are



currently being marketed for sale by their owners, and the businesses are planned for closure. The City has seen a significant interest in the redevelopment of these sites, and anticipates that a portion of its RHNA will be accommodated on these lands (also see Appendix B and Section 4, which provides Policy Actions for the creation of new zoning designations and the rezoning of properties included in the City's sites inventory). The expansion of high-density residential lands over those included in the City's current General Plan will provide additional opportunities for housing at all income levels, expand the City's options for meeting its RHNA allocation, and eliminate any potential constraint associated with General Plan designations and land availability.

All Multi-family properties which are adding square footage are required to comply with the City's requirement for Site Development Permit.

Growth Management Element

The Growth Management Element of the City's General Plan contains policies for the planning and provision of traffic improvements that are necessary for the City's orderly growth and development. The policies and programs presented in the Element are for the establishment of specific traffic Level of Service (LOS) standards, a development mitigation program, participation in inter-jurisdictional planning forums, development of a seven-year capital improvement program, and adoption of a Transportation Demand Management Ordinance.

Under the Element's Policy 1.2, all new development within the City are required to establish a development phasing plan commensurate with required improvements. Within three years of the issuance of the first building permit or within five years of the first grading permit for a development project, whichever occurs first, the project is required to construct and complete the necessary improvements to transportation facilities to which the project contributes measurable traffic to attain the level of service standards established in this Element. The Element is specifically tied to transportation and not land use, and therefore the City has not found the Growth Management Element to constrain the provision of housing or unduly impact the cost of housing.

b. Zoning Code

The City's Zoning Code establishes more specific development standards, allowable uses and limitations. Zoning regulations control development by establishing requirements related to density, height, lot size, yard setbacks and parking spaces. These site development standards work to ensure a quality living environment for all Los Alamitos



residents. The City complies with new transparency requirements by posting its Zoning Code and development standards for all parcels on its website.

There are four residential zoning districts:

- R-1: Single-Family Residential
- R-2: Limited Multiple-Family Residential
- R-3: Multiple-Family Residential
- M-H: Mobilehome Park

The City permits senior housing projects for low- and very low-income households in the C-F (Community Facilities) zone with a Conditional Use Permit. Homeless shelters are permitted in the P-L-I (Planned Light Industrial) zone (with a CUP for more than 20 beds). The City also has one mixed-use zoning district (TCMU or Town Center Mixed Use), which permits residential uses with provisions (e.g., multi-family dwelling must be integrated into a project as either horizontal or vertical mixed use). The City currently applies a Live/Work Overlay Zone (LW) over the R-2 zone in the downtown area, which is intended to allow live/work development and uses on certain lots, while still maintaining the primary zoning.

Manufactured or mobile homes are permitted in all residential zones on a permanent foundation if the Planning Commission determines the proposed parcel is compatible for the use. A mobile home on a permanent foundation is included under the definition of “single-family dwelling” and is subject only to the same development standards as a conventional single-family dwelling in the same zone.

Table 3-2 summarizes the residential zoning districts and permitted residential uses.



Table 3-2
Permitted Uses

Land Use	R-1	R-2	R-3	M-H	C-O	C-G	P-L-I	TCMU
Accessory Dwelling Unit	P	P	P	P				
Boarding House	--	--	CUP	--				
Group Home—6 residents or fewer	P							
Homeless Shelters—up to 20 beds					--	--	P	--
Homeless Shelters—more than 20 beds					--	--	CUP	--
Live/Work Unit	--	AUP	--					AUP
Mobile Home Parks	--	CUP	CUP	CUP				
Multiple-Family Dwelling	--	P	P	--				AUP
Resident Manager's Unit	--	AUP	AUP	--				
Single-Family Dwelling	P	P	P	P				--
Senior Housing	--	P	P	P				P
Supportive Housing	P	P	P	P				AUP
Transitional Housing	P	P	P	P				AUP
Two-Unit Dwelling (Duplex)	--	P	P	--				
Residential Care Facilities	--	--	CUP ¹	--	CUP	CUP	--	--

Note:

¹7 or more persons only

P = Permitted Use

AUP = Administrative Use Permit

CUP = Conditional Use Permit Required

-- = Use Not Allowed

Source: Los Alamitos Municipal Code, 2021.



The Conditional Use Permit (CUP) process, which requires Planning Commission action, is no different for a market rate or affordable residential development. A residential development plan, or the addition of square footage to an existing multiple-family residential structure, is already subject to another review process called the “site development permit.” This permit is applied for and considered by the Planning Commission concurrently with the requirement for a Conditional Use Permit. The Commission would approve, approve with conditions, or disapprove the Conditional Use Permit application and site development permit applications, imposing conditions necessary to ensure compatibility with surrounding uses, to preserve the public convenience, health, interest, safety, or welfare, and necessary to make the findings required by the Los Alamitos Municipal Code at the same time. These findings represent a potential constraint to the provision of housing, so Policy Action 4.8 includes a requirement to modify the required findings.

The Administrative Use Permit (AUP) is similar to the CUP in purpose and procedures, other than the AUP requires action by the Development Services Director rather than the Planning Commission. Unlike the CUP process, no public notice or public hearing shall be required for an AUP. The AUP process is no different for a market rate or affordable residential development.

Table 3-3 summarizes the residential zoning requirements in the City.



Table 3-3
Summary of Residential Zoning Requirements

Zoning District	Parcel Area (Sq Ft)	Minimum Dwelling Area (Sq Ft)	Maximum Density	Maximum Height Limit (Main Structures) (Ft)	Maximum Height Limit (Accessory Structures ³) (Ft)	Maximum Site/Parcel Coverage	Minimum Front Yard (Ft)	Minimum Front Yard (cul-de-sac) (Ft)	Minimum Side Yard (Ft)	Minimum Side Yard (corner lot) (Ft)	Minimum Rear Yard (Ft)
R-1	6,000	No requirement	6 du/ac; 1 unit per lot	30	15	50%	20	10	5	10	10
R-2*	9,000	800	20 du/ac	35	15	60%	20 ⁴	10	5 ⁶	10	10
R-3	7,200	Studio - 450; 1-Bedroom - 650; 2+Bedroom - 800	25 du/ac	35 (or 3 stories) ²	15	50%	20 ⁵	10	5 ⁶	10	10
M-H	5 acres	--	10 du/ac ¹	20	15	--	--	--	--	--	--
C-O	No requirement			40 feet (or 3 stories)	--	1.50 FAR	15	--	Not required unless abutting a residential zoning district, then 10 feet	10	10 ft unless rear lot abuts a C-G or P-L-I zone
C-G	6,000	--	--	40 feet (or 3 stories)	--	1.00 FAR	None required	--	Not required unless abutting a residential zoning district, then 15 feet	None required	Not required unless abutting a residential zoning district, then 15 feet
P-L-I	6,000	--	--	40 feet (or 3 stories)	--	1.50 FAR	15	--	Not required unless abutting a	15	10 ft unless abutting a residential



3 Housing Element

Housing Resources and Constraints

Table 3-3
Summary of Residential Zoning Requirements

Zoning District	Parcel Area (Sq Ft)	Minimum Dwelling Area (Sq Ft)	Maximum Density	Maximum Height Limit (Main Structures) (Ft)	Maximum Height Limit (Accessory Structures ³) (Ft)	Maximum Site/Parcel Coverage	Minimum Front Yard (Ft)	Minimum Front Yard (cul-de-sac) (Ft)	Minimum Side Yard (Ft)	Minimum Side Yard (corner lot) (Ft)	Minimum Rear Yard (Ft)
									residential zoning district, then 40 feet		zoning district, then 40 feet
C-F	Based on CUP or Site Development Permit Approval Process										
TCMU	10,000	--	30 du/ac	60	60	2.00 FAR for nonresidential components	0-10 ft	0-10 ft	Not required unless abutting a residential zoning district, then 10 feet	10	Not required unless abutting a residential zoning district, then 15 feet

Notes:

¹minimum lot or space size for individual mobile home is 2,000 sq. ft

²Structures:

- For any portion in excess of 25 feet shall be set back an additional 5 feet.
- Shall not exceed 2 stories and 25 feet in height on lots with a common property line with an R-1 zoned property

³Accessory dwelling units shall conform to the setback requirements for the main structure

⁴When a lot in an R-2 or R-3 zone is approved for single-family residential use by a subdivision or lot split, with a minimum area of less than 9,000 sq. ft., the parcel may have a minimum front setback area of 15 feet.

⁵Front setbacks may vary provided an average building setback of 20 feet is maintained along an entire block face, with no setback less than 15 feet.

⁶Where a dwelling or dwellings have entry from an interior side yard; the entry must open onto an outdoor court. The minimum length of the outer court wall which parallels the side lot line shall be 15 feet and shall have a minimum height of four feet and a maximum height of six feet. The dwelling entry shall be set back a minimum of 15 feet from such side lot line.

*All live/work uses in the (LW) overlay zone shall comply with the development standards applicable to the primary zone and the supplemental standards established in Section 17.28.180 (Live/Work Standards).

-- = Not listed

Source: Los Alamitos Municipal Code, Title 17



The minimum setback, maximum site coverage and maximum height requirements are specifically designed to work with the parcel area requirements to not reduce the ability for a project to achieve the maximum permitted density. The majority of constructed multifamily projects in the City yield densities of 20 du/ac and higher; in the neighboring cities, a number of projects yield densities above 30 du/ac. The City's residential zoning requirements provide flexibility, especially for multi-family development, by allowing for average front yard setbacks instead of strict minimum setbacks. There is also flexibility for increased height through a Conditional Use Permit.

The City's requirements are similar to other surrounding communities and do not constrain the provision of housing, nor do they unduly impact the cost of housing.

As mentioned above, the City is preparing a Town Center Strategic Plan, which is intended to provide for higher density (up to 60 units per acre) residential in a mixed use atmosphere. As provided in Appendix B, Land Resources, the City has assumed that some of its lower income RHNA will be accommodated in the Town Center. Therefore, Policy Action 4.5 has been proposed to require the zoning modification to allow up to 60 units per acre in the Town Center Mixed Use (TCMU) zone. The Town Center Strategic Plan also proposes Zoning Code amendments for the TCMU zone, including allowing exclusive residential structures with conditions (i.e., on lots smaller than 10,000 sq. ft. and not fronting Pine Street) and slightly increasing setback requirements for frontage along Katella Avenue, Los Alamitos Boulevard and Pine Street. In the Realistic Capacity section of Appendix B, Land Resources, a conservative analysis was conducted for a hypothetical development site in the TCMU zone and demonstrated that the proposed development standards would allow up to 117.6 units per acre. The analysis found that the proposed development standards for the TCMU zone would not constitute a constraint for achieving RHNA units assigned to Sites 1 through 4 at a density of 60 units per acre. Policy Action 4.5 would also require Sites 1 through 4 in the inventory (Figure B-1, Appendix B) to develop as designated in Table B-2 (Appendix B).

In addition, two larger properties (Site 5, zoned P-L-I and Site 6, zoned C-F; see Appendix B) which have housed businesses in the City are planned for redevelopment. Site 6 has been sold to a developer and is being considered for housing development as a whole. With the business planned for closure on Site 5 and a significant interest in its redevelopment, the City anticipates that a portion of its RHNA will be accommodated on these lands (see Appendix B and Chapter 4). Policy Action 4.4 is included to require the creation of a new zoning designation, R-4, and the rezoning of Sites 5 and 6 to R-4. The R-4 zone would allow 30 to 36 units per acre by right, not including density bonus provisions. The height limits would be increased to allow higher rise buildings, although setback requirements are expected to remain uniform across all residential zones. Policy Action 4.4 requires the City to demonstrate that the assigned units are physically

possible Sites 5 and 6 under the new development standards prior to adoption of the R-4 zone and require that the assigned affordable housing units be built consistent with Table B-2 and Figure B-1 on each parcel so designated. Therefore, land use controls regarding the proposed R-4 zone will not constitute a constraint for housing development to meet the RHNA.

The proposed zoning changes would increase residential densities allowed over those in the City's current Zoning Ordinance. The City will not approve requests to develop housing at densities below those anticipated in the Sites Inventory. Allowing higher densities will provide additional opportunities for housing at all income levels, expand the City's options for meeting its RHNA allocation, and eliminate any potential constraint associated with zoning designations and land availability.

c. Parking Requirements

Table 3-4 summarizes the residential parking requirements in Los Alamitos. Parking requirements do not constrain the development of housing directly. However, parking requirements may reduce the amount of available lot areas for residential development.

The City has found that these parking requirements are necessary to adequately provide for the number of vehicles typically owned by each housing type. In addition, the City has established reduced standards for very low, low and moderate housing projects, to reduce the costs associated with the provision of parking for affordable housing projects. The City has not found these parking requirements to constrain the provision of housing or unduly impact the cost of housing. Nonetheless, Policy Action 4.11 requires the City to monitor the impact of parking requirements on multifamily development as they are proposed, and implement appropriate strategies such as parking reduction on a case-by-case basis.



Table 3-4
Residential Parking Requirements

Type or Residential Development	Required Parking Spaces (Off Street)
Accessory Dwelling Unit	One space ¹
Single-Family Dwelling	Two covered spaces for each dwelling unit for units with up to four bedrooms. Three covered spaces for units with five or more bedrooms.
R-2 Limited Multiple-Family	Two spaces for each dwelling unit
Multi-Family Dwellings ²	• One and a half parking spaces for each studio unit • Two spaces for each one-bedroom unit • Two and ¾ spaces for each two-bedroom unit • Three and a half spaces for each three-bedroom unit • Four spaces for each four-bedroom unit, an additional ½ space for each room in excess of the first four bedrooms
Multi-Family - Affordable Housing Developments (moderate income and below) ²	• One Parking space for each studio • One parking space for each affordable one-bedroom dwelling unit • Two parking spaces for each affordable dwelling unit over one bedroom, regardless of the number of bedrooms
Homeless Shelter	Two spaces for the facility plus one space for each six occupants at maximum allowed occupancy
Senior Residential Housing Projects	One and 1/10 spaces for each unit
Mobilehome Parks	Two covered tandem parking spaces for each dwelling unit and one-half open parking space for guests for each dwelling unit
Mixed Uses	As required for each separate use in the mixed-use development
Live/Work Unit	Two covered spaces per unit, plus one customer space, which can be in a driveway
Residential Care Facilities	¼ space to one and half spaces per unit or room, to be determined by the Planning Commission based on the age of residents, type of transportation facilities provided, and on-site amenities to be provided. ³

Notes:

¹ With exceptions as specified in Section 17.28.020(E)9.

² In addition:

- Project with 4 or fewer units: A minimum of 1 unassigned, designated guest space
- Project with 5 or more units: A minimum of 0.33 unassigned designated guest spaces per unit
- Plus, where a common recreation room is provided, 2 spaces

The total number of parking spaces required is determined by the aggregate number of units within the project as a whole.

³ The applicant shall submit a study prepared by a City-approved independent consultant that provides justification for the parking proposed.

Source: Los Alamitos Municipal Code, Chapter 17.22.

2. Density Bonus Ordinance

Section 17.28.050 of the City's Municipal Code states that residential density bonuses, incentives, or concessions for the production of affordable housing shall be granted in compliance with Government Code Section 65915, as amended from time to time. State law requires a city or county to grant one density bonus and incentives or concessions, waivers or reductions of development standards, and parking ratios if requested, for developers who agree to construct housing that contains affordable housing as specified in Government Code Section 65915 (b)(1). The city shall grant the incentive or concession upon request, unless the city makes a written finding that the incentive or concession does not result in identifiable and actual cost reductions, would have a specific, adverse impact, or would be contrary to state or federal law.

The City's density bonus ordinance requires residential development to set aside at least one of the following, in consistence with Government Code Section 65915 (b)(1):

- Ten percent of the total units for lower income households;
- Five percent of the total units for very low income households;
- A senior citizen housing development or a mobile home park that limits residency based on age requirements for housing for older persons;
- Ten percent of the total dwelling units in a common interest development for persons and families of moderate income, provided that all units in the development are offered to the public for purchase;
- Ten percent of the total units of a housing development for transitional foster youth, disabled veterans, or homeless persons, subject to a recorded affordability restriction of 55 years and shall be provided at the same affordability level as very low income units;
- Twenty percent of the total units for lower income students in a student housing development that meet certain requirements; or
- One hundred percent of all units in the development, including total units and density bonus units, but exclusive of a manager's unit or units, are for lower income households, except that up to 20 percent of all units may be for moderate-income households.

Development concessions or incentives may include:

- a reduction in site development standards;
- a modification of zoning code requirements or architectural design requirements that exceed the minimum building standards approved by the California Building Standards Commission;



- approval of mixed-use zoning in conjunction with the housing project; or
- other regulatory incentives or concessions proposed by the developer or city or county which result in identifiable and actual cost reductions.

A project that receives a density bonus and concession or incentive must retain affordability of the units for at least 55 years. As provided in Policy Action 4.7, the City will annually review its Density Bonus provisions to assure compliance with State law.

The City currently does not have streamlining procedures pursuant to SB 35 for affordable housing development. Policy Action 4.12 requires the City to establish applications and approval procedures consistent with SB 35 requirements to facilitate affordable housing development.

3. Senior Citizen Housing

The Zoning Code allows Senior Citizen housing in the R-2 (Limited Multiple-Family Residential), R-3 (Multiple-family Residential), M-H (Mobile home Park), TCMU (Town Center Mixed Use), and C-F (Community Facilities) zones with a Conditional Use Permit. Development standards for senior citizen housing and residential care facilities are found in Section 17.28.250 of the Municipal Code, and are as follows:

- Off-street parking shall be provided for each project in compliance with the standards in Chapter 17.22 (See Table 3.4).
- At a minimum, proposed developments shall comply with the applicable zone regulations relative to structure setbacks, lot coverage, landscaping, and other development standards.
- New projects proposed on property abutting lots that are zoned or developed commercially or industrially shall include specific measures approved by the Planning Commission to mitigate potential impacts from adjacent uses (e.g. the construction of decorative block walls, the use of sound attenuation materials, the inclusion of a landscaped buffer, etc.).
- Sound attenuation measures shall be provided for new senior housing projects that comply with State requirements for residential occupancy.
- For senior housing developments in a residential zone, the density standards of that zone shall apply. For senior housing developments and residential care facilities in all other zones, where such uses are permitted, no density limit shall apply.
- Minimum and maximum dwelling unit size shall be governed by the Uniform Building Code and Department of Housing and Urban Development regulations. The Planning Commission may increase these standards upon review of the proposed occupancy and on-site amenities.

4. Emergency Shelters, Transitional Housing and Single Room Occupancy Units

a. Homeless Shelters and Transitional Housing

To accommodate its share of the region's homeless, there are a number of organizations in and around the City that offer shelter and services to homeless persons. State housing law requires that cities identify sites that are adequately zoned for homeless shelters and transitional housing. Table 3-5 provides a summary of emergency shelters and transitional housing located in the City of Los Alamitos.

Table 3-5 Homeless Facilities in Los Alamitos			
Facility Name	Type of Facility	Target Population	Number of Shelter Beds
Precious Life Shelter	Emergency/Transitional /Supportive	Pregnant homeless women and their infants	27
Casa Youth Shelter	Emergency	Youth	12

Source: Official websites of Precious Life Shelter and Casa Youth Shelter, accessed June 2021.

There is also a nonprofit organization sponsored by local churches, community groups, corporations and concerned citizens, WE CARE of Los Alamitos, a family support center serving families, veterans, and senior citizens in the areas of Northwest Orange County. WE CARE pools the resources of the community to meet the emergency needs of families and individuals such as rental assistance, utility assistance, therapy services, food, personal care items, and more. The City also financially assists shelters in the region, as described in Appendix C and Appendix D.

The City of Los Alamitos defines emergency shelters and transitional housing in its Municipal Code, and established the allowable locations and standards for these uses with the adoption of Ordinance 13-04 in July of 2013. To comply with the provisions of SB 2, the City amended the Zoning Ordinance to allow for transitional and supportive housing as a residential use, subject only to those requirements of other residential uses in the same zone.



i. Adequate Sites for Emergency Shelters

Pursuant to SB 2, jurisdictions with an unmet need for emergency shelters are required to identify a zone(s) where emergency shelters will be allowed as a permitted use without a Conditional Use Permit or other discretionary permit. The identified zone(s) must have sufficient capacity to accommodate the shelter need, and at a minimum provide capacity for at least one year-round shelter.

Section 17.10.020 of the City's Municipal Code permits homeless shelters of up to 20 beds by right in the P-L-I zone. It also allows for shelters for more than 20 beds in the P-L-I zone through a Conditional Use Permit. While each facility is limited to the 20 beds, the Planned Light Industrial zone (P-L-I) could accommodate several facilities within its 154 acres. More specifically, the limitation of each facility to 20 beds - does not limit the Planned Light Industrial Zone (P-L-I) area to only 20 beds.

Other requirements include:

- A waiting and intake area of 10 square feet per bed with a minimum of 100 square feet;
- A written management plan and resident manager;
- An emergency shelter may not be located closer than 300 feet from another emergency shelter; and
- Residents are limited to a six-month maximum stay.

Recent state law also restricts parking requirements for emergency shelters to that necessary for employees only. The Zoning Ordinance currently does not comply with this requirement, and Policy Action 4.6 requires that this requirement be corrected.

Per City Ordinances 19-03 and 13-04, emergency shelters for homeless persons that are subject to a multi-jurisdictional agreement, subject to California Government Code Section 65583(d), shall be considered an allowed use even if inconsistent with Municipal Code Section 17.28.160, provided the agreement includes standards and operational criteria acceptable to the participating jurisdictions.

ii. Transitional and Supportive Housing

Facilities of this nature offer an interim home for homeless individuals and families as they transition into permanent housing. Transitional and supportive housing is permitted as a residential use in Los Alamitos and are also allowed through a AUP in the TCMU zone. These uses are only subject to those restricts that apply to other residential dwelling of the same type in the same zone.

iii. Low-Barrier Navigation Centers

AB 101 requires that Low-Barrier Navigation Centers (LBNC) be a by-right use in areas zoned for mixed-use and nonresidential zoning districts permitting multifamily uses. LBNC provide temporary room and board with limited barriers to entry while case managers work to connect homeless individuals and families to income, public benefits, health services, permanent housing, or other shelter. "Low Barrier" means best practices to reduce barriers to entry, and may include, but are not limited to, the following:

- (1) The presence of partners if it is not a population-specific site, such as for survivors of domestic violence or sexual assault, women, or youth.
- (2) Pets.
- (3) The storage of possessions.
- (4) Privacy, such as partitions around beds in a dormitory setting or in larger rooms containing more than two beds, or private rooms.

Policy Action 4.6 has been provided to require that the Zoning Ordinance be amended to include Low-Barrier Navigation Center as defined by state law.

b. Single Room Occupancy Units

Single Room Occupancy (SRO) units are small, one-room units occupied by a single individual, and may either have a shared or private kitchen and bathroom facilities. SROs are rented on a monthly basis typically without rental deposits, and can provide an entry point into the housing market for extremely low income individuals, formerly homeless and disabled persons.

To comply with the provisions of AB 2634, the City adopted Ordinance 13-04 in 2013 to allow the development of SRO housing. Policy Action 4.8 has been added to conditionally allow SRO in the P-L-I zone. Facilities with SRO units are subject to the requirements of Municipal Code Section 17.28.260, which address development and facility operation.

5. Accessory Dwelling Units

Accessory dwelling units provide additional housing opportunities for people of all ages and economic levels, while maintaining compatibility with the surrounding single-family residential neighborhood. The City of Los Alamitos permits accessory dwelling units in the R-1, R-2, R-3 and M-H zones.



Per Municipal Code Chapter 17.28.020, “Accessory dwelling unit” or “ADU” means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. Requirements for an ADU include:

- Maximum size of ADU shall not exceed 850 square feet for a studio or one-bedroom unit and 1,000 square feet for a unit with two bedrooms, and the total floor area of an attached ADU shall not exceed 50 percent of the floor area of the existing primary dwelling;
- An attached ADU must have independent exterior access from the proposed or existing primary dwelling;
- One off-street parking space must be provided for an ADU unless certain conditions are met in Municipal Code Chapter 17.28.020 E.9.; and
- The height of an ADU shall not exceed 16 feet unless the ADU is within the existing space of a single-family dwelling, an accessory structure, or multifamily dwelling structure.

“Junior accessory dwelling unit” or “JADU” means a unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A JADU may include separate sanitation facilities, or may share sanitation facilities with the single-family residence. Requirements for a JADU include:

- A JADU shall not be less than 220 square feet and shall not exceed 500 square feet in size;
- A JADU located within a proposed or existing single-family residence must include a separate entrance from the main entrance of the residence;
- A JADU must include an efficiency kitchen, including a cooking facility with appliances, and a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the JADU;
- No additional off-street parking is required for a JADU beyond that required at the time the existing primary dwelling was constructed.

The City’s standards are consistent with current State law. However, as standards have been changing for ADUs and JADUs, Policy Action 4.7 requires that the City annually review its ADU and JADU requirements for compliance with State law.

6. Housing for Persons with Disabilities

According to the US Census Bureau, persons with disabilities, including those with developmental disabilities, are individuals with a long-lasting physical, mental or emotional condition. These conditions can make it difficult for a person to do daily activities such as walking, climbing stairs, dressing, bathing, learning or remembering. These conditions can also prevent a person from going outside the home alone or to work at a job.

a. Reasonable Accommodation Procedures

As a matter of State law (SB 520), jurisdictions are now required to analyze potential and actual constraints upon the development, maintenance and improvement of housing for persons with disabilities, and demonstrate local efforts to remove governmental constraints and provide reasonable accommodations for housing designed for persons with disabilities. With the 2013 adoption of the Reasonable Accommodation Ordinance No. 13-05 the City of Los Alamitos established a process for requesting reasonable accommodation. Ordinance No. 19-03 updated the process to conform to federal and state fair housing laws in 2019. Reasonable accommodation procedures are explained in Los Alamitos Municipal Code Section 17.42. An application for a reasonable accommodation from a zoning regulation, policy or practice is made on a form provided by the Development Services Department, accompanied by a fee. The Development Services Director shall issue a written determination to approve, conditionally approve, or deny a request for reasonable accommodation. The written decision shall be based on the following findings, all of which are required for approval:

1. The requested accommodation is requested by or on behalf of one or more individuals with a disability protected under State or Federal law.
2. The requested accommodation is necessary to provide one or more individuals with a disability an equal opportunity to use and enjoy a dwelling.
3. The requested accommodation will not impose an undue financial or administrative burden on the City, as “undue financial or administrative burden” is defined in Fair Housing Laws and interpretive case law.
4. The requested accommodation will not result in a fundamental alteration in the nature of the City’s Zoning Code, as “fundamental alteration” is defined in Fair Housing Laws and interpretive case law.



5. The requested accommodation will not fundamentally alter the character of the community, as “fundamental alteration” is defined in Fair Housing Laws and interpretive case law, including creating a substantial increase in traffic or insufficient parking.
6. The requested accommodation will not, under the specific facts of the case, result in a direct threat to the health, safety, or general welfare of other individuals or substantial physical damage to the property of others.

The findings above are in compliance with federal and state fair housing laws. No public hearing is required for any reasonable accommodation request unless a decision of the Director is appealed or called for review. The City’s reasonable accommodation procedure does not pose a constraint to housing for persons with disabilities.

All improvements constructed under a reasonable accommodation authorized by Code, which deviate from the City’s development standards at the time that the improvement is constructed, are required to be removed upon the vacation of the unit by the person to whom the reasonable accommodation was granted, unless the Director makes a finding per Municipal Code Section 17.42.050.

b. Zoning and Other Land Use Regulations

Examples of the ways in which the City facilitates housing for persons with disabilities through its regulatory and permitting procedures are:

- The City of Los Alamitos currently permits residential care facilities, regardless of the number of residents, in the C-O (Commercial- Professional Office) and C-G (General Commercial) zones with a Conditional Use Permit.
- The City of Los Alamitos currently permits residential care facilities for seven or more persons in the R-3 (Multiple-Family Residential) zone with a Conditional Use Permit.
- The City defines family as “a group of persons, whether related or unrelated, who live together in a nontransient and interactive manner, including the joint use of common areas of the premises which they occupy and sharing household activities and responsibilities such as meals, chores, and expenses.” Live-in domestic help would qualify under the family definition for sharing household activities and responsibilities. The City has determined that the current definition does not pose a constraint on housing for persons with disabilities.
- For residential care facilities, the City requires a quarter to one and half parking spaces for each unit or room.

State law already provides that transitional housing, supportive housing, and residential care facilities for 6 or fewer persons are allowed in all residential zones of a city with the same development standards as other residential uses in those zones. Table 3-2 has been revised to clarify this.

The City has not received any applications for a residential care facility in the recent past. However, a Conditional Use Permit application for a residential care facility for seven or more persons would be evaluated based on compliance with the development standards and requirements stated in the Zoning Code, which may constrain development of residential care facilities. Policy Action 3.5 requires the City to address this constraint within one year of adoption of the Housing Element and designate zones where residential care facilities facility for seven or more persons are allowed by right.

7. Building Codes and Enforcement

Building and safety codes are adopted to preserve public health and safety, and ensure the construction of safe and adequate housing. These standards also have the potential to increase the cost of housing construction and maintenance.

a. Building Codes

The City of Los Alamitos has adopted the 2019 California Building Code, which is based on the most recent International Building Code, which establishes construction standards for all residential buildings. The City amends the code as needed to further define requirements based on local conditions.

The following construction codes, subject to the modifications set forth in Section 15.04.010 of the Municipal Code, have been adopted by the City:

1. The 2019 California Administrative Code (Title 24, Part 1);
2. The California Building Code (Part 2, which is based on the 2018 International Building Code);
3. 2019 California Residential Code (Part 2.5, based on the 2018 International Residential Code);
4. 2019 California Electrical Code (Part 3, based on the 2017 National Electrical Code);
5. 2019 California Mechanical Code (Part 4, based on the 2018 Uniform Mechanical Code);
6. 2019 California Plumbing Code, (Part 5, based upon the 2018 Uniform Plumbing Code);



7. 2019 California Energy Code, (Part 6);
8. 2019 California Historical Building Code (Part 8);
9. 2019 California Existing Building Code (Part 10, based on the 2018 International Existing Building Code);
10. 2019 California Green Building Standards Code (Part 11, known as the “CALGreen” Code);
11. 2019 California Referenced Standards Code (Part 12).

The majority of amendments to the code do not apply to or affect residential construction. Prior to adoption of these amendments, the City analyzed their potential impacts and found that these amendments are required to ensure the public safety, health and welfare.

b. American with Disabilities Act

The federal Fair Housing Act of 1998 (FHA) and the Americans with Disabilities Act (ADA) are intended to assist in providing safe and accessible housing. ADA provisions include requirements for a minimum percentage of units in new developments to be fully accessible for persons with physical disabilities. Compliance with these regulations may increase the cost of housing construction as well as the cost of rehabilitating older units, which may be required to comply with current codes. However, the enforcement of ADA requirements is not at the discretion of the City, but is mandated under federal law.

8. Development Fees

The City charges various development and permit fees to cover administrative costs associated with the development of residential projects. These fees ensure quality development and the provision of adequate services. Often times, development fees are passed through to renters and homeowners in the price/rent of housing, thus affecting the affordability of housing.

The Building Industry Association of Orange County conducts periodically a land development fee survey and provides a comparative summary for Los Alamitos and surrounding jurisdictions. The most recent fee survey (2013-2014) utilizes a hypothetical subdivision and house size to standardize the reporting of fees. The prototype subdivision used in 2013-2014 was 50 detached units on 10 acres at a density of 5 dwelling units per acre. The building fees are based on a 2,500 square foot, single-family

detached unit valued at \$166,850, with 4 bedrooms and 2.5 bathrooms and a 400 square foot garage. The results showed the development fees in Los Alamitos were comparative to neighboring jurisdictions including Cypress, Westminster and Garden Grove. While fees for individual items vary among cities, the overall fee level in Los Alamitos are similar to the neighboring cities.

Table 3-6 shows the most recent development fee schedule implemented in Los Alamitos from July 1, 2021. The City complies with new transparency requirements by posting the most recent Master Fee Schedule on its website. The total development and permit (including planning and impact) fees for a recently built single-family home (4,260 square feet, including demolition of existing unit) were \$8,435.53. The total development and permit fees for a recent condominium project were \$56,161.70 or \$11,232.34 per unit. The total development and permit fees for a recent apartment project (four 2,229-square-foot units) were approximately \$13,090.64 or \$3,272.66 per unit. In addition, the park in-lieu fees also apply to condominium projects because they involve subdivisions. Traffic mitigation fees only apply to subdivisions, so would not apply to multiple family housing projects. Therefore, total development and permit fees including park and traffic fees for a typical condominium project would amount to \$29,626.34 per unit. Compared to condos, multi-family apartment projects would have a much lower total fee amount especially when no subdivision is required. Based on the residential projects constructed in Los Alamitos, the City has not found the development and permit fees to hinder the supply of housing or negatively impact the affordability of housing. Policy Action 4.1 requires the City to use incentives including fee waivers/deferrals to encourage affordable housing development. Policy Action 4.2 also provides a similar incentive program for lot consolidation, which will be crucial for future housing development in the Town Center where small lot sizes may constitute a constraint to affordable housing. The City will continue to monitor the multifamily development fees annually and establish strategies such as fee deferral or waivers at City Council's direction (Policy Action 4.3).



Table 3-6
Development Fee Summary (2021-2022)

Description	Los Alamitos
Planning	
Preliminary Review	\$234
Negative Declaration ¹	Actual Cost
Initial Environmental Assessment ¹	\$234
Planning Plan Check- Major (> 250 Sq. Ft)	\$468
Planning Plan Check- Minor (Additional Sq. Ft of ≤ 250 Sq. Ft)	\$117
Zoning Ordinance Amendment (map or text) ¹	Deposit \$2,500 /actual cost
Tentative Tract Map	\$1,682 (\$1,472 for a Tentative Parcel Map)
Site Plan Review	\$3,507 Major; \$2,572 Minor
Extension of Time Requests- Discretionary	Deposit \$443
Conditional Use Permits and Variances	\$2,572 Major; \$1,286 Minor; Variances \$935

3**Housing Element****Housing Resources and Constraints**

Building	
Building Inspection Fees	\$2,258 for \$100,001 valuation.*
Building Plan Review Fees	\$1,883 per \$100,001 valuation.*
Surcharge- Technology Fee	20% of Building Permit Fee
Surcharge- General Plan Maintenance Fee	9.3% of Building Permit Fee
Engineering and Subdivision	
Final Tract Map	\$1,306
Parcel Map	\$725 per parcel
Lot Line Adjustment	\$725 per parcel
Access- Personal/Homeowner	\$373
Driveway- Residential	\$186
Grading	\$725 plan check, \$373 inspection
Improvement	\$933 plan check, \$560 inspection
Capital Facilities and Connections²	
Park In-Lieu Fees	\$18,076 single-family \$15,161 duplex \$13,412 multi-family \$9,913 mobile home
Traffic Impact Mitigation Fees	\$318 per residential unit
Notes:	
¹ Actual Cost using FBHR	
² Only applies to subdivisions (e.g. lot split or condominium map).	
* Provided as example of Fee Schedule	
Indicates typical fees, extra fees may apply for additional reviews	
Source: 2021-22 Recommended Fee Level, City of Los Alamitos Master Fee Schedule Implementation: July 1, 2021	

9. Local Processing and Permit Procedures

Processing time for residential projects varies according to the complexity of the proposed development. Projects not requiring a Conditional Use Permit, tentative tract or parcel map or other additional entitlement are subject to ministerial (administrative) review by the Planning staff when the project is submitted for building permits.

A tentative parcel map, residential development plan, Conditional Use Permit, or the addition of square footage to an existing multiple-family residential structure shall be subject to the Site Development Permit process. Any proposed addition to an existing multi-family residential, mixed-use or group of related structures whereby the addition is 2,500 square feet or less of gross floor area is subject to a Minor Site Development Permit, which consists of a staff-level review with public notice but no public hearing. Other types of development are likely subject to a Major Site Development Permit,



which requires a discretionary Planning Commission review process that includes public notice with a public hearing as required for all Planning Commission actions. The staff and/or Planning Commission shall consider the following criteria:

- Compliance with the Zoning Code and all other applicable City regulations and policies and
- Compatibility with neighboring properties and developments with regard to setbacks, building heights, massing, location of parking facilities, and similar site design and building design features that shape how a property appears within a broader, definable neighborhood or zone context.

Typically, the site plan review and Conditional Use Permit processes take eight to twelve weeks from the date of application submittal. If the project also includes Planning Commission action on a Tentative Parcel or Tract Map then staff will process it concurrently with the site plan review, Conditional Use Permit and any required environmental documentation. If the project requires City Council approval, it may take up to six months.

Recent housing projects in the City have taken two to twelve months to submit building permit applications after receiving project approval. The City has seen longer time periods since the COVID-19 pandemic. Since this time period varies from project to project and is based on the developer's timeline, not the City's, it is not considered a constraint to housing development in general.

Engineering plan check for a typical project in Los Alamitos normally takes two to four weeks. Building department plan check for the same type of project may also take from two to four weeks. Overall, the typical processing time for a 5-unit multiple-family project, from project submittal to building permit issuance, is typically 10 to 16 weeks. This does not account for the time between project approval and submittal of building permit applications. Table 3-7 outlines the typical processing timeframes for all residential development.

Table 3-7
Typical Processing Times

Approval Type	Timeframe
Conditional Use Permit	60-90 days
Site Plan Review	60-90 days
Tentative Parcel/ Tract Map	60-90 days
Ministerial	5-10 days for first review

Source: City of Los Alamitos, 2021.

10. Environmental and Infrastructure Constraints

a. Environmental Constraints

Environmental hazards affecting housing units include geologic and seismic conditions, which pose the greatest threat to the built environment. The following hazards may impact future development of residential units in the city. There are no other environmental or other constraints that would preclude development on identified sites.

i. Seismic Hazards

Los Alamitos is in a region of high seismic activity and is subject to potentially destructive earthquakes. While there are no known active or potentially active faults located in the City of Los Alamitos, the entire Southern California region is considered to be seismically active. Five faults, the Newport-Inglewood, Norwalk, El Modena, Whittier-Elsinore, and Elysian Park Faults are situated within close proximity to Los Alamitos. Surface rupture resulting from earthquakes is unlikely to occur in the City because no faults have been identified within its boundaries. Also, due to its flat topography, Los Alamitos residents are not exposed to geologic hazards such as landslides. The 2019 California Building Code (CBC; California Code of Regulations, Title 24, Part 2), adopted by reference in the Los Alamitos Municipal Code (Chapter 15.04 Building Codes), contains provisions to safeguard against major structural failures or loss of life caused by earthquakes or other geologic hazards. The City's Development Services Department enforces CBC provisions, requires preparation of geotechnical reports for construction projects prior to issuing development permits, and imposes the recommended design parameters of the report as conditions of approval.

ii. Flooding

The Orange County Flood Control District (OCFCD) maintains storm drainage and flood control in Los Alamitos. Three natural surface water bodies located in and adjacent to Los Alamitos are the Coyote Creek, Carbon Creek and San Gabriel River. The two concrete-lined creeks are intermittent and can be dry for some part of the year. The concrete-lined San Gabriel River flows year-round in the lower end. Most flood control facilities within the City currently provide protection for a 25-year storm.



The City of Los Alamitos participates in and promotes the National Flood Insurance Program administered by the Federal Emergency Management Agency (FEMA). The program provides communities and individuals with flood hazard information and provides flood insurance for property owners within participating jurisdictions. According to current FEMA Flood Insurance Rate Maps, the Sites Inventory (Table B-2) does not include any sites in the 100-year special flood hazard areas. Most inventory sites are located in Zone X (area with reduced flood risk due to levee or 0.2% annual chance flood hazard), and the Lampson site is located in Zone D (area of undetermined flood hazard). Areas of potential flooding in and near the City are generally associated with the Coyote Creek and Carbon Creek, which are not near any future housing sites.

iii. Toxic and Hazardous Wastes

The local regulatory authority for the on-site storage of hazardous materials in Los Alamitos is the Orange County Fire Authority. Within the Orange County Fire Authority, the Safety and Environmental Services section enforces codes and ordinances relative to fire and life safety issues associated with commercial, industrial, and residential development, as well as hazardous materials. Under Assembly Bill 2286, businesses that handle hazardous materials (including hazardous wastes) or extremely hazardous substances at reportable quantities are required to submit a Hazardous Materials Business Emergency Plan (HMBEP) in CERS. The Orange County Certified Unified Program Agency (CUPA) verifies information disclosed by businesses and provides it to agencies that are responsible for the protection of public health and safety and the environment, such as fire departments, hazardous materials response teams and other local environmental regulatory groups.

According to the California Department of Toxic Substances Control (DTSC) "EnviroStor" database, Site 5 in the inventory has a tiered permit and is identified to have potential soil contamination from aerospace manufacturing/ maintenance uses. The site's cleanup oversight agency is the DTSC Site Cleanup Program. Before any housing development occurs on Site 5, the developer will be required to perform site evaluation and remediation under DTSC oversight in accordance with existing regulations. According to the State Water Resources Control Board GeoTracker database, Site 3 in the inventory has an open case regarding a former dry cleaner onsite. The site's cleanup oversight agency is the Santa Ana Regional Water Quality Control Board (RWQCB). Any future developer will be required to perform remediation under RWQCB oversight in accordance with existing regulations prior to redevelopment. The Sites Inventory does not include any other sites that are included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5.

iv. Fire Hazards

The City of Los Alamitos contracts with the Orange County Fire Authority for fire protection and emergency medical services. The local fire station in Los Alamitos is located at 3642 Green Avenue. The fire station houses three Fire Captains, three Engineers, and three Firefighters. Additional resources are also available from 77 Orange County Fire Stations, the City of Long Beach, and Los Angeles County. Due to the low density character of the community and sparse wildland areas in the City, the wildland fire hazard is considered to be insignificant or low. The inventory sites are not located in or near state responsibility areas or Very High Fire Hazard Severity Zones as classified by the California Department of Forestry and Fire Protection.

v. Noise

The existing noise environment surrounding the City of Los Alamitos is influenced primarily by transportation related noise sources. These transportation related noise sources include traffic noise from nearby roadways (i.e., I-605, Katella Avenue and Los Alamitos Boulevard) and aircraft noise from the Joint Forces Training Base (JFTB). Stationary noise sources include air conditioning units, power generators, air compressors, school bells, and power equipment. The City of Los Alamitos General Plan has traffic noise contours for assessing the compatibility of residential uses with transportation related noise sources. The City has also adopted a Noise Ordinance that sets criteria for residential areas impacted by stationary noise sources, including “not to exceed” noise levels for various periods of time and regulations for special activities.

Most sites listed in the Sites Inventory are outside of the 60/65-CNEL noise contours established for JFTB, except the Site 6 which is partially within the 60-CNEL noise contour but completely outside the 65-CNEL noise contour. The City enforces California Building Code’s standards for residential construction practices and building materials to ensure that interior noise levels do not exceed 45 dBA. Future housing projects will be subject to CBC requirements and thus meet the City noise standards of 45 dBA at night and 55 dBA during the day for residential uses as set forth in the General Plan.

b. Infrastructure Constraints**i. Water**

The Golden State Water Company owns and operates the extensive network of water lines that serves Los Alamitos. The water system supply sources include a mixture of groundwater from the Orange County Groundwater Basin and imported water from the



Colorado River Aqueduct and State Water Project (imported and distributed by Metropolitan Water District of Southern California (MWDSC)). The system has historically met at least 60 percent of its total water demand by pumping water from groundwater sources. Municipal Water District of Orange County (MWDOC) is the intermediate wholesaler between MWDSC and the Golden State Water Company for imported water and prepares the Urban Water Management Plan (UWMP) for Orange County.

The City is located in an urbanized area and is generally built-out. Additional housing units will be accommodated through redevelopment or increased units on parcels with existing development. Water infrastructure facilities are generally accessible throughout the City. Fire flow has been determined adequate in most areas. Where there is low fire flow, buildings are required to be sprinklered. Based on the 2020 MWDOC UWMP analysis and discussion with the City of Los Alamitos' water service provider, sufficient water capacity is available to provide water service for additional units constructed to meet the City's RHNA allocation for the planning period.

ii. Sewer

Los Alamitos' wastewater is carried through pipes owned by the Rossmoor/Los Alamitos Area Sewer District (RLAASD) then to two larger sewer trunk lines owned by the Orange County Sanitation District (OCSD). These trunk lines eventually connect to treatment plant facilities owned by the OCSD located in Huntington Beach. There are approximately 56.4 miles of sewer lines in the Rossmoor/Los Alamitos area.

Similar to water infrastructure, the main sewer infrastructure is available at most locations within the City. Based on RLAASD's Sewer System Management Plan (2017) and discussion with the Rossmoor/Los Alamitos Area Sewer District, there is sufficient sewer capacity available to provide service for additional units constructed to meet the

City's RHNA allocation for the Planning Period. Improvements to the sewer system may be necessary for certain parcels in the City if the existing infrastructure in that particular location cannot accommodate a higher intensity use. This would be determined on a project-by-project basis.

11. On and Off-Site Improvements

When subdividing land, the City may require the developer/subdivider to dedicate land or pay in-lieu fees to provide necessary on and off-site improvements. The subdivision

committee determines the appropriate dedications which may include dedication of land for local streets, arterial highways, alleys, trails, paths and pedestrian ways, flood control facilities, parks, easements for landscape maintenance, public utility easements and public transit facilities.

Since Los Alamitos is generally built-out, new development would primarily be infill and subdivisions would result in few new parcels. Most subdivisions would utilize the existing circulation network. Private streets may need to be constructed for access to individual lots. Table 3-8 summarizes the required widths for private streets.

Table 3-8
Private Street Widths

Street Type	Minimum Pavement Width	Minimum Right-of-Way Width
Private street serving 4 or fewer parcels	28'	40'
Private street serving 5 or more parcels	40'	56'

Source: City of Los Alamitos Municipal Code, Chapter 16.



B. Non-Governmental Constraints

1. Vacant and Underutilized Land

A detailed analysis of vacant and underutilized land in the City of Los Alamitos is provided in Appendix B.

2. Land Prices

The cost of land has a key influence on the cost of housing and the availability of affordable units. Land prices are determined by a number of factors including, but not limited to, land availability and permitted development density. As land becomes less available, the price of land increases. The price of land also increases as the number of units permitted on each lot increases. In Orange County, undeveloped land is limited and combined with a growing population land prices have increased.

There are few vacant parcels of land remaining in Los Alamitos. As a result, few, if any, transactions of only land have occurred in the past few years. Based on transactions in nearby cities and the price of land in the overall County, the price of land in Los Alamitos is estimated to be \$38 to \$77 per square foot.

3. Construction Costs

Construction costs are primarily determined by the costs of materials and labor. They are also influenced by market demands and market-based changes in the cost of materials. Construction costs depend on the type of unit being built and the quality of the product being produced. Table 3-9 summarizes estimated construction cost based on development type in urban area of Orange County, which are representative for Los Alamitos.

Table 3-9
Construction Cost Estimates

Development Type	Density (units per acre)	Unit Size (square feet)	Cost per Square Foot
Single-Family Residential	3-6	1,890 – 3,000	\$87.55
Single-Family Residential – detached 3-story	12-14	1,900 – 2,300	\$124.34
Multi-family Residential – 2-story	11-15	2,400 – 2,560	\$88.21
Multi-family Residential – attached 2-story condo	14-17	1,450 – 1,900	\$103.93
Multi-family – attached 3-story	18-22	2,050 – 2,250	\$125.27

Source: Typical average costs in Orange County urban area from Building Industry Association, Orange County Chapter, 2021

4. Financing

Mortgage interest rates have a large influence over the affordability of housing. Higher interest rates increase a homebuyer's monthly payment and decrease the range of housing that a household can afford. Lower interest rates result in a lower cost and lower monthly payments for the homebuyer.

When interest rates rise, the market typically compensates by decreasing housing prices. Similarly, when interest rates decrease, housing prices begin to rise. There is often a lag in the market, causing housing prices to remain high when interest rates rise until the market catches up. Lower-income households often find it most difficult to purchase a home during this time period.

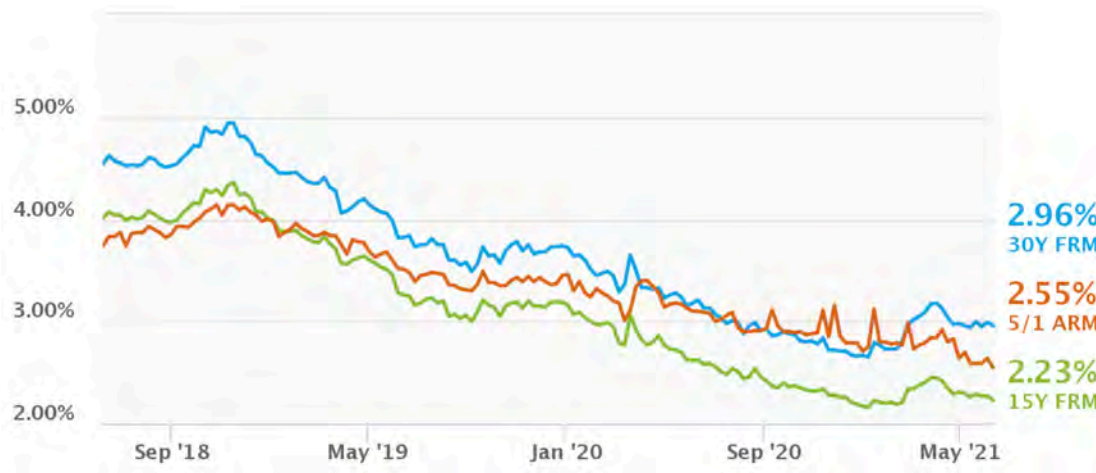
Figure 3-1 shows the average interest rates between July 2018 and June 2021. The interest rates have generally declined from December 2018 through January 2021. Interest rates have fluctuated, but are currently low, at around 3 percent. Interest rates are determined by national policies and economic conditions and there is little that a local government can do to affect these rates. However, in order to extend home buying opportunities to lower-income households, jurisdictions can offer interest rate write-downs. Additionally, government insured loan programs may be available to reduce mortgage down payment requirements.

Loan limits have generally increased for different types of lenders in 2021, giving qualifying homebuyers more buying power. While the mortgage rates hit historical low due to the COVID-19 pandemic, some lenders may ask for extra asset documents before closing due to the volatility in the financial markets. The economy is recovering fast in



2021 and is likely to continue the trend in the coming months. However, mortgage rates are also increasing and the housing market is experiencing a slowdown in purchase application activity. Furthermore, it has yet to translate into a weaker home price trajectory because the shortage of inventory continues to cause pricing to remain elevated. These conditions may create obstacles to homeownership by low-income households.

Figure 3-1
Mortgage Rates
July 2018 – June 2021



Source: Freddie Mac Primary Mortgage Market Survey, U.S. weekly average mortgage rates as of 6/10/2021.

The City has not found any evidence that nongovernmental constraints affect its ability to meet the RHNA. In addition, the City cannot influence banks, lending institutions or the suppliers of building materials and labor cost alike. Although the City will continue to work with the affordable housing development community to reduce costs and encourage development through fee waivers, density bonus provisions and other means over which it has control, it cannot impact the national economy which heavily influences land prices, mortgage rates and labor/material costs.

5. Energy Conservation

Southern California Edison, which provides electricity service in Los Alamitos, offers public information and technical assistance to developers and homeowners regarding energy conservation. Southern California Edison also provides incentives for energy efficient new construction and home improvements. For new construction, the building

owner and/or contractor can participate in the Savings By Design program or the California Advanced Homes Program, which helps home builders to prepare for future energy code changes, build homes better than code and reach Zero Net Energy (ZNE).

Homeowners also have the option of installing efficient appliances including a heat pump water heater, smart thermostat and/or a Home Area Network (HAN) to receive rebates. Both homeowners and renters may qualify for the Residential Energy Efficiency Loan (REEL) program which offers financing options for energy efficiency upgrades. Under the Energy Savings Assistance program, income-qualified customers may be eligible to receive energy-efficient appliances at no charge or a minimal charge.

The Southern California Gas Company, which also provides service to Los Alamitos, offers various rebates and savings programs that promote reduced energy consumption and sustainable design. Rebates include energy efficient appliances upgrade for both single-family and multi-family units. Through the Energy Efficient New Homes program, builders can receive up to \$1,000 per single family item or \$1,400 per multi-family item for constructing homes with qualifying natural gas appliances that exceed the Title 24 requirements.

One of the more recent strategies in building energy-efficient homes is following the U.S. Green Building Council's guidelines for LEED Certification. LEED-certified buildings demonstrate energy and water savings, reduced maintenance costs and improved occupant satisfaction. The LEED for New Construction program has been applied to numerous multi-family residential projects nationwide. The LEED for Homes includes standards for new single-family and multi-family home construction. The LEED certification standards are one piece of a coordinated green building program.

A green building program considers a broad range of issues including community site design, energy efficiency, water conservation, resource-efficient material selection, indoor environmental quality, construction management, and building maintenance. The end result will be buildings that minimize the use of resources; are healthier for people; and mitigate the effects on the environment.

The following presents a variety of ways in which Los Alamitos can promote energy conservation:

- Provide information regarding rebate programs and energy audits available through Southern California Edison;
- Refer residents and businesses to green building certification programs such as LEED for Homes;



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- Develop incentives, such as expedited plan check, for developments that are utilizing green building;
- Promote funding opportunities for green buildings, including available rebates and funding through the California Energy Commission; and
- Provide resource materials regarding green building and energy conservation.



CHAPTER 4

HOUSING POLICY PROGRAM

A. Introduction

This chapter describes the City’s Housing Policy Program for the 2021–2029 RHNA Planning Period. The Policy Program details the specific policy actions the City will undertake to address present and future housing needs, meet the requirements of State law and consider the input of residents and stakeholders. The Policy Program serves as a guide for policy makers and City staff and will assist in the decision-making process for housing and housing-related activities during the 2021–2029 planning period.

In developing the Policy Program, the City assessed its housing needs, conducted a fair housing assessment (Appendix D), evaluated the performance of existing programs (Appendix C) and received input from the community (Appendix A). The strategies or policy actions detailed in this program are accompanied by:

- an identification of the City department or agency responsible for implementation;
- anticipated targeted financing or funding source;
- quantified objectives (where applicable); and,
- anticipated timeframe for implementation.

The Housing Policy Program is organized into five Housing Strategy Areas:

- Maintenance and Rehabilitation of Housing Stock
- Preserving Housing Costs Affordability
- Affirmatively Furthering Fair Housing
- Adequate Housing Supply
- Coordinated Housing Efforts

B. City of Los Alamitos Housing Policy Program

Housing Strategy Area 1: Maintenance and Rehabilitation of Housing Stock

The City of Los Alamitos is generally a “built-out” community comprised of long established neighborhoods. The City has not experienced significant construction of new



housing units in recent years. Approximately 32 percent of the City's housing stock is between 30 and 50 years old and an additional 56 percent is over 50 years old. Much of the housing stock has been deemed to be in decent, suitable condition. However, due to the relative age of housing units there is an anticipated need for on-going maintenance and rehabilitation. Maintenance and rehabilitation activities help ensure the quality of the City's existing housing stock and neighborhoods is preserved, thereby preserving and revitalizing communities that may be vulnerable to displacement due to inadequate housing conditions.

Policy Action 1.1: Proactive Code Enforcement

The City currently has an active code enforcement program and shall continue to perform proactive and complaint-based code enforcement activities. When the activities involve housing construction deficiencies, the City shall inform the property owner of government programs such as the federal Title I Property Improvement Loan Program and other rehabilitation programs that may be available from nonprofit housing organizations such as Habitat for Humanity. The City shall also provide informational materials on the programs at City Hall and on the City's website. The City will target 5 units annually for rehabilitation during the planning period.

Objective:	Continued Proactive Code Enforcement Activities, refer 3 households annually
Responsible Party:	Code Enforcement Division
Funding Source:	General Fund
Timeframe:	Ongoing, update website and distribution materials by December 31, 2022

Policy Action 1.2: Single-Family Rehabilitation Loan Program

Extremely-low- and very-low-income Los Alamitos residents are eligible for the U.S. Department of Agriculture Single-Family Rehabilitation Housing Repair Loans & Grants Program, also known as the Section 504 Home Repair program. This program provides loans to very-low-income homeowners to repair, improve or modernize their homes or grants to elderly very-low-income homeowners to remove health and safety hazards. Homeowners that are unable to obtain affordable credit elsewhere are eligible and must be age 62 or older and not able to repay a repair loan to qualify for grants.



The City shall continue to encourage residents (especially in Tract 1100.14) to apply for the Section 504 Home Repair program by providing and disseminating information on the City's website and at City Hall. To encourage community preservation and prevent displacement, the Code Enforcement Division will continue to provide information on the program and encourage very-low-income residents to apply when addressing code violations.

Objective:	Assist units owned by extremely-low- and very-low-income households, refer 3 households annually
Responsible Party:	County of Orange/Code Enforcement Division
Funding Source:	County of Orange
Timeframe:	Quarterly social media and website announcements, update informational materials and website by December 31, 2022

Policy Action 1.3: Rehabilitation of Multifamily Dwellings

The City will provide for regulatory incentives and in-kind technical assistance to nonprofit organizations, affordable housing developers, and property owners for the acquisition and rehabilitation of multifamily properties. To encourage acquisition and rehabilitation of multifamily units as a place-based strategy for community revitalization and displacement protection, the City Council shall consider a variety of incentives such as streamlined permit review, reduced development standards, parking reductions or other concessions on a case-by-case basis.

Objective:	Encourage and facilitate rehabilitation of multi-family dwellings, endeavoring to assist one multi-family project annually
Responsible Party:	Planning Division/City Council
Funding Source:	General Fund
Timeframe:	Establish incentive package by December 2022. As rehabilitation projects are proposed, incentives will be at City Council discretion on a case-by-case basis during 2021 to 2029

Housing Strategy Area 2: Preserve Housing Costs Affordability

The availability of suitable housing at an affordable cost has a direct positive influence on the ability of Los Alamitos' residents to remain in the City and maintain and/or enhance their quality of life. Preserving existing affordable housing units is especially critical to special needs persons in the community. Preserving affordable housing units and increasing assistance are ways in which the City can ensure current and future residents have the opportunity to obtain affordable housing and prevent displacement.



Policy Action 2.1: Preservation of Units At-Risk of Converting to Market Rate

Continue to monitor units at-risk of conversion with priority on the Klein Manor (71 affordable units that accept Section 8 vouchers). The City does not have any units at-risk during the planning period or within ten years of the start date, however, it will continue to monitor affordable units and proactively assist property owners to continue income-restrictions to maintain 71 affordable units throughout the planning period.

Objective:	Continue to monitor “at-risk” units
Responsible Party:	Planning Division
Funding Source:	General Fund
Timeframe:	Ongoing, re-evaluate in 2029 during the next housing element planning period

Policy Action 2.2: Section 8 Housing Choice Rental Assistance Program

The Orange County Housing Authority continues to provide rental assistance to qualified households in Los Alamitos through the Section 8 Housing Choice Voucher Program. The City shall continue to work with the Housing Authority to promote the Section 8 program and increase the number of households served as additional vouchers become available.

Objective:	Increase use of Section 8 Housing Choice Vouchers through referral. Assist 12 households per year.
Responsible Party:	City Development Services Department/Orange County Housing Authority
Funding Source:	HUD
Timeframe:	Meet annually with the County to get update on opportunities; participate upon issue of each Notice of Available Funds or new inquiry received

Policy Action 2.3: Energy Conservation

Monthly utility costs can affect a household’s ability to afford suitable housing. Reducing energy consumption and residents’ utility costs can assist households in reducing monthly housing expenses. The City will encourage residents to participate in energy conservation incentive programs through the utility companies (Southern California Gas and Southern California Edison). To further promote efficient use of energy resources, the City shall investigate the feasibility and effectiveness of offering additional incentives or developing other strategies.



Objective:	Encourage participation in energy conservation incentive programs
Responsible Party:	Development Services Department
Funding Source:	General Fund
Timeframe:	Establish incentive program for energy conservation and publish on City website by June 30, 2023. Consider feasibility of offering additional incentives annually in the General Fund budget; annually update information on the City website with links to SoCalGas and SCE programs with the first update by December 31, 2022

Housing Strategy Area 3: Affirmatively Furthering Fair Housing

The City promotes fair housing and makes all programs available to low-income families and individuals, regardless of race, religion, color, national origin, ancestry physical disability, mental disability, medical condition, marital status, political affiliation, sex, age, sexual orientation or other arbitrary factor. Housing should be available for all persons regardless of income, family status, age, race, sex, national origin or color. The City encourages the provision of housing to meet needs of those with special needs, including but not limited to, elderly households, persons with disabilities, including those with developmental disabilities, families with children, the homeless and all other segments of the community.

Policy Action 3.1 Housing for Persons with ~~Disabilities~~Special Needs

The City understands that persons with ~~disabilities, physical and/or developmental~~special needs, often require housing units not readily available in the private market and that affordability is a concern. The City shall encourage and facilitate development of housing for family and large households, the elderly, farmworkers, persons experiencing homelessness and persons with disabilities, including physical and developmental disabilities. The City will assist developers in identifying outside funding sources and support efforts to pursue those opportunities—either as group homes or in single family homes, when appropriate and feasible. The City ~~may also~~will develop a menu to offer incentives such as density bonuses, regulatory concessions and expedited processing ~~on a case by case basis~~. The City will develop and disseminate informational materials annually to developers regarding the incentive program and identified funding sources to potentially assist 5 ~~disabled-special needs~~ residents annually through the planning period.

Objective:	Housing for Persons with Disabilities
Responsible Party:	Development Services Department



Funding Source: General Fund

Timeframe: Establish incentive program and publish on City website by June 30, 2023. Annually contact developers and non-profit organizations to promote ~~the incentive program~~ density bonus, regulatory concessions and expedited processing, as well as funding sources such as the County and State funding programs. Consider specific incentives as housing projects for persons with ~~disabilities-special needs~~ are proposed, ~~by the City Council on a case-by-case basis.~~

Policy Action 3.2: Fair Housing Information and Referrals

The City shall continue to provide referrals to the Fair Housing Council of Orange County for fair housing services including counseling services for tenant-landlord disputes and cases of alleged discrimination.

The City shall continue to publicize fair housing and complaint referral information at local community centers and in the Recreation & Community Services Schedule of Classes. The City will also provide information at City Hall and on the City's website.

Objective: Fair Housing Information and Referrals, refer 5 households annually

Responsible Party: Development Services Department/Fair Housing Council of Orange County

Funding Source: General Fund

Timeframe: Ongoing, update website and distribution materials by June 30, 2022

Policy Action 3.3: Active Outreach

Collaborate and coordinate with government agencies and nonprofit groups such as the Fair Housing Council of Orange County to support outreach and expansion of lending programs for homeownership among minority populations.

Objective: Outreach to 20 residents annually and expansion of mortgage lending programs for minority populations

Responsible Party: Development Services Department

Funding Source: General Fund

Timeframe: Annually with adoption of budget, subject to available funding



Policy Action 3.4: Prevent and Combat Potential Housing Discrimination

The City shall work with government agencies (e.g. Fair Housing Council of Orange County) and nonprofit groups (e.g. Habitat for Humanity) on anti-discrimination during housing processes for residents in protected classes, such as those with disabilities and families with children. Advertise workshops and events held by these organizations on anti-discrimination on the City's email newsletter and Housing Element webpage.

Objective: Expand anti-discrimination efforts through education and coordination, referring 5 households annually

Responsible Party: Development Services Department

Funding Source: General Fund

Timeframe: Ongoing, update website and email newsletter by June 30, 2022

Policy Action 3.5: Residential Care Facilities for Seven or More Persons

The City currently requires a Conditional Use Permit (CUP) application for a residential care facility for seven or more persons in the R-3 zone. To remove any potential constraint to housing for persons with disabilities, the City shall remove the CUP requirement for the R-3 zone, or allow residential care facility for seven or more persons by right in another zone as appropriate.

Objective: Remove additional requirement for residential care facilities for seven or more persons

Responsible Party: Development Services Department

Funding Source: General Fund

Timeframe: December 2022 Zoning Code Annual Update

Policy Action 3.6: Fair Housing Targeted Outreach

The City will annually review its policies and zoning laws relating to fair housing, and reach out to the community through surveys and workshops as appropriate. The outreach efforts will be advertised via multiple channels, such as City email newsletter, posting at City website, print material at City Hall, local community centers, and social media.

Objective: Expand outreach to affirmatively further fair housing, reaching 20 households annually



Responsible Party: Development Services Department

Funding Source: General Fund

Timeframe: December 2022 Zoning Code Annual Update, annually thereafter

Housing Strategy Area 4: Adequate Housing Supply

The City strives to ensure an adequate supply of housing is available to meet existing and future housing needs of all economic segments of the community, enhance housing mobility, and encourage various new housing choices in high resource areas.

Policy Action 4.1: Incentives for Development of Housing Affordable to Lower and Moderate Income Households ~~and for Special Needs Population~~

The City recognizes the need for housing affordable to and meet the needs of all segments of the population, especially lower and moderate income households ~~and those with special needs, such as seniors, family and large households~~. The City shall encourage the development of housing ~~for special needs population and~~ affordable to lower and moderate income households throughout the City using incentives such as density bonus provisions (Municipal Code Section 17.28.050), expedited processing, and fee waivers/deferrals.

Objective: Encourage development of lower and moderate income housing units, ~~targeting assisting 5 disabled persons annually to meet the City's RHNA allocation during the planning period~~

Responsible Party: Development Services Department

Funding Source: General Fund

Timeframe: Establish incentive program by ~~December 31, 2022~~ June 30, 2023. Update informational materials and City website by ~~December 31, 2022~~ June 30, 2023. Provide incentive information to developers who contact the City regarding inventory sites and other opportunities as they occur; meet annually with the property owners of inventory sites and affordable housing developers to discuss the incentives available through the City, County and State funding sources and identify development opportunities.

Policy Action 4.2: Encourage and Facilitate Lot Consolidation



The City will encourage and facilitate the consolidation of vacant and underutilized lots for residential development through a variety of incentives, including but not limited to: financial incentives such as land write-downs, fee deferral or reductions, assistance with on- or off-site infrastructure costs, and other pre-development costs associated with the assemblage of multiple parcels. Consolidation will provide the opportunity to develop vacant and underutilized lots to their fullest potential, especially in high resource areas such as the Town Center. The City will work with private land owners and developers through annual outreach and the identification of opportunities and incentives to assemble larger holdings to allow multi-family projects which increase the number of units and housing choices in the Town Center and other areas in the City. The City will evaluate the appropriateness of a variety of incentives and provide this information to the developers and other interested parties through the City's website and print material at City Hall.

Objective:	Encourage and facilitate lot consolidation, with a focus in Town Center
Responsible Party:	Development Services Department
Funding Source:	General Fund
Timeframe:	Establish incentive program by December 31, 2022. Update informational materials and City website by December 31, 2022; <u>annual outreach to development community to promote incentives and opportunities;</u> as City staff reviews projects in the Town Center and other areas in the City, reassess and update the incentives in 2024 and 2028.

Policy Action 4.3: Monitor Multifamily Development Fees

Development fees, including impact and permit fees, may impact the feasibility of residential development, especially the development of multifamily units. The City shall annually monitor the impact of fees for multifamily development. If fees are determined to be a constraint to multifamily development, the City shall establish programs or strategies to address constraint such as fee deferral or waivers at City Council's direction.

Objective:	Monitor the cost of fees (planning, building, etc.) associated with multifamily development and establish strategies as appropriate
Responsible Party:	Development Services Department
Funding Source:	General Fund
Timeframe:	2021–2029, Annually monitor fees and implement strategies as appropriate



Policy Action 4.4: Create R-4 Zoning and Rezoning to Allow Higher Density

The City shall require that at least the minimum number of assigned affordable housing units be built consistent with Table B-2 on each parcel so designated. To provide more housing units affordable to lower income levels, the City shall create and adopt an R-4 zone which allows 30 to 36 units per acre as a base, not including density bonus provisions, and apply that designation to those sites so identified in Table B-2. The zoning text shall conform to Government Code section 65583.2(h) (i), requiring a minimum of 20 units per acre and 16 units per site, permitted by right. The City will rezone the Lampson property (Site 6 in Table B-2, Appendix B) to R-3. Project applications for the Lampson site will include both the market rate and affordable housing units, or a Development Agreement will be prepared to assure that both projects are constructed.

The City shall require that the assigned affordable housing units be built consistent with Table B-2 and Figure B-1 on each parcel so designated. Prior to adoption of the R-4 zone, the City will demonstrate that the assigned units are physically possible on each inventory site under the new development standards.

Objective:	Create a new R-4 zone and rezone all properties so designated in Table B-2; enforce RHNA units designated on these properties
Responsible Party:	Development Services Department
Funding Source:	General Fund
Timeframe:	October 15, 2022

Policy Action 4.5: Modify TCMU Zoning to Allow Higher Density

To increase affordable housing development in the high resource area of Town Center, the City shall modify the TCMU zone to allow up to 60 units per acre as a base, not including density bonus provisions; and require that the assigned affordable housing units be built consistent with Table B-2 and Figure B-1 on each parcel so designated. The zoning text shall conform to Government Code section 65583.2(h) and (i), requiring a minimum of 16 units per site, permitted by right. Prior to adoption of the TCMU zoning amendment, the City will demonstrate that the assigned units are physically possible on each inventory site under the new development standards.

Objective:	Modify the TCMU zone to allow higher residential densities; enforce RHNA units designated on the Town Center inventory sites
Responsible Party:	Development Services Department



Funding Source: General Fund
Timeframe: October 15, 2022

Policy Action 4.6: Modify homeless shelter provisions

Review the Zoning Ordinance and make changes to ensure compliance with AB 101 (Low-Barrier Navigation Centers). Modify the definition of “homeless shelter” to include this use. Revise parking requirements for homeless shelters in Table 3-05 in the Zoning Ordinance to require parking for employees only and remove requirements for occupant parking.

Objective: Modify the homeless shelter provisions to comply with state law
Responsible Party: Development Services Department
Funding Source: General Fund
Timeframe: 2022 Zoning Code Annual Update

Policy Action 4.7: Accessory Dwelling Units (ADU)

The City shall establish a monitoring program to determine the affordability of ADUs and Junior ADUs. The program will include tracking annual permits, an annual survey of rents in ADUs, and whether any ADUs are accepting housing subsidy or restricting their units to very low or low income households. ~~Based on the monitoring results, the City may will consider establish an~~ incentives, such as a floor area bonus, fee waivers or parking reductions for property owners that choose to dedicate their ADUs/JADUs as affordable units for rent to low-income households for at least 30 years. In addition, the City will annually review its Zoning standards for ADUs and JADUs to ensure compliance with State law.

Objective: Facilitate ADUs to expand housing choices and enhance housing mobility in high resource areas, targeting one ADU/JADU annually
Responsible Party: Development Services Department
Funding Source: General Fund
Timeframe: Annually, monitoring beginning 2022 and establish incentive consideration/drafting program in by June 30, 2024 with Zoning Ordinance Annual Update

Policy Action 4.8: Zoning Code Update



The City's Zoning Code shall be amended consistent with state law for employee housing (Health and Safety Code section 17021.5), permanent supportive housing (Government Code section 65651), Density Bonus and single room occupancy units as these requirements are amended by State law. The City shall also modify the findings required for Conditional Use Permits and Site Development Permits to assure that the requirements for approval are based on quantified standards. The City shall conduct a thorough review of the Zoning Code to ensure compliance with state law at the time of update.

Objective: Modify the Zoning Code to comply with state law
 Responsible Party: Development Services Department
 Funding Source: General Fund
 Timeframe: December 31, 2022 Zoning Code Annual Update

Policy Action 4.9: City-owned Parcels

The City will market the surface parking lot (Site 2d as listed in Table B-2) and Sites 7 and 8 for joint venture with the development community to include affordable housing and offer it in accordance with the Surplus Land Act, through a Request for Proposals. The City will be a partner in the joint project or offer the properties at below-market rates as an incentive to achieve housing units designated on Sites 7 and 8, 2c/2d and possibly in conjunction with those designated on Sites 2a/2b.

Objective: Facilitate affordable housing development on City-owned parcels, including consolidation on Site 2d and adjacent parcels such as Sites 2c, 2a and 2b
 Responsible Party: Development Services Department
 Funding Source: General Fund
 Timeframe: Marketing in 2022, RFP by June 30, 2023 for Site 2d; contract in place by January 31, 2024. Contract in place by June 30, 2026 for Sites 7 and 8.

Policy Action 4.10: Land Subdivisions

The City will encourage further land divisions resulting in parcel sizes that facilitate multifamily development affordable to lower income households in light of state, federal and local financing programs (i.e. 50-100 units) as development proposals are brought forward. The City will discuss incentives available for land divisions (e.g., 2-5 acres) encouraging the development of housing affordable to lower income households with housing developers as proposals are brought forward. The City will offer incentives



for land division encouraging the development of affordable housing including, but not limited to:

- priority to processing subdivision maps that include affordable housing units,
- expedited review for the subdivision of larger sites into buildable lots where the development application can be found consistent with Table B-2 and Figure B-1 in this Housing Element,
- financial assistance (based on availability of federal, state, local foundations, and private housing funds).

Objective: Facilitate land subdivisions for affordable housing development
Responsible Party: Development Services Department
Funding Source: General Fund
Timeframe: As projects are proposed; 2022-2023 for Site 6 and 2022-2024 for other inventory sites if needed

Policy Action 4.11: Monitor Multifamily Parking Requirements

The multifamily parking requirements may impact the feasibility of residential development, especially those with affordable units. The City shall annually monitor the impact of parking requirements for multifamily development. ~~If parking requirements are determined to be a constraint to multifamily development, then~~ In addition, the City shall establish programs or strategies in its Zoning standards to address the constraint such as parking reductions ~~for affordable housing projects, on a case by case basis at City Council's discretion.~~

Objective: ~~Monitor—Reduce~~ the impact of parking requirements on multifamily development and establish strategies as appropriate
Responsible Party: Development Services Department
Funding Source: General Fund
Timeframe: ~~Annually report to Council the effect of parking requirements as projects are proposed and implement strategies as appropriate~~ Modify Zoning standards by December 31, 2023

Policy Action 4.12: Streamlining Procedures (SB 35)

To facilitate affordable housing development, the City shall establish streamlining procedures for applications and approval for qualifying affordable housing development pursuant to SB 35.

Objective: Establish SB 35 application and approval procedures



Responsible Party: Development Services Department
 Funding Source: General Fund
 Timeframe: 2023 Zoning Code Annual Update

Housing Strategy Area 5: Coordinated Housing Efforts

The City of Los Alamitos has very limited local resources to provide for housing and housing-related activities. Therefore, to maximize use of limited local resources, the City strives to build partnerships and coordinate housing efforts with outside agencies and organizations.

Policy Action 5.1: Housing Programs Information Dissemination

To promote the use of the City and County's housing programs and housing resources, the City shall develop, print, and publish electronic informational materials for distribution to residents and property owners. These materials will be placed on the City's website, at City Hall, in the City's newsletter and in other locations frequented by community members. The City shall also distribute program information, as appropriate, in conjunction with the City's code enforcement activities.

Dissemination of Housing Programs Information

Objective:

Responsible Party: Development Services Department
 Funding Source: General Fund
 Timeframe: Develop and distribute informational materials by March 31, 2022

Policy Action 5.2: Pursue External Funding for Housing Rehabilitation, Preservation and Production

To assist in the production, rehabilitation and preservation of housing for its residents and community revitalization, the City shall investigate and pursue, as appropriate, external funding sources including CDBG and HOME funds, State HCD grants and other existing and future federal and state funding opportunities.

The City is a participating city in the County of Orange's Urban County Program and may receive federal funds through the County's annual competitive proposal/application process. To ensure the City is able to receive funds through the County, the City shall continue to meet with County staff and develop a proposal/application according to the County's requirements. If funds are secured, the City shall develop implementation and monitoring programs consistent with the fund requirements.

Objective: Obtain external funds for housing



Responsible Party: Development Services Department
Funding Source: Various federal, state and local sources
Timeframe: ~~2021-2029~~ Annually through meetings with developers to explore incentives and upon issuance of each Notice of Available Funds

Policy Action 5.3: Partnerships and Coordination with Developers and Outside Agencies

To maximize the efficiency and effectiveness of existing and estimated future local resources, the City seeks partnerships with developers and applicable outside agencies in the development of affordable housing. The City shall evaluate the effectiveness of its current partnerships with developers and outside agencies. Based on its findings, the City will seek ways to expand and foster partnerships and increase cooperation within these partnerships to provide additional housing opportunities for lower income households.

The City will formulate an outreach strategy to provide information to residential developers on a variety of City-initiated incentives, such as development standards and density bonuses, reduced parking requirements and other programs related to residential projects. Much of this process can be integrated into the Town Center Mixed Use Strategic Plan process, which covers all the Town Center sites identified for affordable housing.

The City will also seek partnerships with outside agencies such as the County of Orange to obtain financing and other resources as appropriate.

Objective: Increase Partnerships and Coordination with Developers and Outside Agencies, with an emphasis during the Town Center Mixed Use Strategic Plan process
Responsible Party: Development Services Department
Funding Source: General Fund
Timeframe: Develop strategy ~~and conduct outreach~~ by June 30, ~~2022~~ 2023; annually through meetings with developers to explore incentives and continue outreach in conjunction with Policy Action 3.6

Policy 5.4: Promote Community Participation

The City understands collaborating with residents and stakeholders is critical in formulating effective housing policies and programs. The City shall continue to encourage community participation by informing residents and stakeholders of public



workshops and hearings related to housing through notices posted at City Hall, local community centers and the City's website; and mailers to relevant community stakeholders.

Objective:	Promote Community Participation
Responsible Party:	Development Services Department
Funding Source:	General Fund
Timeframe:	2021-2029, Ongoing

C. Quantified Objectives

Table 4-1 summarizes the quantified objectives by income category for the 2021–2029 planning period.



Table 4-1
Quantified Objectives
2021–2029

Program/Income Level	Quantified Objective (dwelling units or households)
New Construction	
<i>Extremely-low Income (subset of Very Low Income Objective, assumed 50% of Very Low Income Objective)</i>	97
Very-Low Income	97
Low Income	119
Moderate Income	145
Above-Moderate Income	311
Total	769
Rehabilitation (Actions 1.2, 1.3, and 5.2)	
Extremely-low Income	12
Very-low Income	12
Low Income	8
Moderate Income	8
Above-moderate Income	8
Total	48
Preservation/Conservation	N/A
Extremely-low Income	--
Very-low Income	--
Low Income	--
Moderate Income	--
Above-moderate Income	--
Total	N/A
Assistance	
Action 2.2: Section 8 Housing Choice Rental Assistance Program	12 vouchers
Total	14



APPENDIX AA

COMMUNITY OUTREACH

A. Community Outreach Activities

The Housing Element was developed through combined efforts of City staff and consultants, the City's Planning Commission, City Council, and Los Alamitos residents and stakeholders. Community input was sought and received through community and stakeholder workshops, information disseminated through the City's website, electronic mail notifications, and public hearings. The input received was considered in the development of goals and policy actions provided in Chapter 4: Housing Policy Program. The comments received were provided as part of the draft Housing Element to the Planning Commission and City Council. These bodies will consider the public input prior to the adoption of the final Housing Element.

B. Community Workshop

On August 25, 2021, the City held a community workshop at the Los Alamitos City Hall Council Chambers. The workshop was advertised on the City's website, local newspaper, and in email blasts to the City's public outreach notice requestors and development community. The workshop was open to the general public and stakeholder groups such as affordable housing developers, community groups and housing advocacy groups were invited to participate (see list of invitees below).

During the workshop, participants generally asked questions about the City's responsibilities and future housing needs, and also discussed the upcoming Town Center Strategic Plan, which will incorporate inclusionary housing requirements for the parcels located within its boundary. Policy Action 4.5 was included to expand affordable housing in the Town Center area in synergy with the Strategic Plan.

Stakeholders invited to public workshop:

- Colliers International
- Habitat for Humanity Orange County
- Hutton Development Company
- ICRE
- Integra Realty Resources - Orange County



- JBL Holdings, LLC
- Kennedy Commission
- Kimley-Horn
- Kynsley
- Lennar, California Coastal Division
- Marcus & Millichap
- The Olson Company
- U.S. General Services Administration Office of Real Property Utilization & Disposal Public Buildings Service
- West Coast Hotel and Management, LLC
- WestEd
- David See
- Eddie and Donna Kesky
- Jim Gallagher
- Nick Zamvakellis
- A Community of Friends
- Affordable Homestead LLC
- Bibi Foundation
- City Ventures, LLC
- Cypress Equity Investments
- Families Forward
- Flo Engineering Inc.
- Green Development Company
- Housing Innovation Partners
- Integrity Housing
- Irvine Community Land Trust
- Olivecs Foundation
- The Kennedy Commission
- Universal Standard Housing
- USA Properties Fund, Inc
- ZMCO Inc.
- Southern California Association of Non-Profit Housing
- Innovative Housing Development Corporation
- Jamboree Housing Corporation



C. Community Workshop Comments

The following notes were taken during the participant discussion at the community workshop held on August 25, 2021. Workshop participants included Los Alamitos residents.

- Attendees generally asked questions about the City's responsibilities and future housing needs
- Attendees also discussed the upcoming Town Center Strategic Plan, which will incorporate inclusionary housing requirements for certain parcels located within its boundary. The parcel locations and allocation of affordable units were also discussed.

D. Other Community Outreach Activities

Following the workshop, the Housing Element update was made available on the City's website following each revision for public review and comment. This effort was announced each time through a City-wide mailing to all residents, posting of notices on the City's website and in the newspaper, and announcements on social media. Following the public review period, the Planning Commission held 3 hearings on the Housing Element, and took public comment on the draft. Three community members attended the first two hearings, and the Planning Commission discussed the needs of all segments of the community, and the process moving forward.

Moving forward, the City is committed to proactive outreach via multiple channels, such as City email newsletter, posting at City website, print material at City Hall, local community centers, and social media to reach all segments of the community and encourage their input (Policy Action 3.6). The City will conduct surveys and workshops as appropriate to encourage input from all segments of the community. The City will integrate outreach with other planning efforts, such as the Town Center Strategic Plan, which covers many sites in the Sites Inventory. The City will also reach out to community organizations for partnership on affordable housing development and related outreach (Policy Action 5.3).



APPENDIX AB

RESIDENTIAL LAND RESOURCES

A. Adequate Sites Analysis

State law requires each jurisdiction in California to demonstrate the availability of adequate sites through appropriate zoning and development standards and the availability of public services and facilities. These available sites must provide the necessary policy and regulatory guidance to accommodate a variety of housing types at a variety income levels. The City of Los Alamitos must demonstrate through policies and regulations that the estimated capacity of adequate sites will be able to accommodate the projected housing need for the 2021-2029 Planning Period.

The Southern California Association of Governments (SCAG) is the regional agency responsible for allocating projected new housing demand to individual jurisdictions within the region. The Regional Housing Needs Assessment (RHNA) process identifies each jurisdiction's "fair share" allocation for new construction need. The "fair share" allocations consider factors such as market demand for housing, employment trends, availability of adequate sites, public facilities, transportation infrastructure and type and tenure of existing housing units. The "fair share" allocation is further adjusted to minimize over-concentration of lower-income households in any one jurisdiction.

The RHNA allocations are divided into four state-defined income categories;

- Very-low income: 31 to 50 percent of the County median income;
- Low income: 51 to 80 percent of the County median income;
- Moderate income: 81 to 120 percent of the County median income; and
- Above-moderate income: more than 120 percent of the County median income.

State legislation also requires jurisdictions to analyze and plan for the growth needs for extremely-low income households, earning 30 percent or less of the County median income. State law allows local jurisdictions to estimate extremely-low income need as 50 percent of the very-low income allocation. The RHNA for the Planning Period of October 15, 2021 through October 15, 2029 identifies the City of Los Alamitos' share of the region's housing need as 769 new housing units.



1. Capacity to Meet Regional “Fair Share” Goals

The City’s RHNA allocation of 769 units is shown below in Table B-1, and is further broken down into income categories. The City must demonstrate it has or will make available adequate sites with appropriate zoning and development standards and with services and facilities to accommodate the RHNA allocation.

Table B-1
2021–2029 RHNA Allocation

	Very-low Income ¹	Low Income	Moderate Income	Above-Moderate Income	Total
2021-2029 RHNA	194	119	145	311	769

Notes:

¹ Although not provided in the RHNA state law requires cities to plan for units to accommodate extremely low income, which can be estimated at 50% of very low income, or 97 units.

Source: SCAG.

California housing element law allows local governments to obtain credit toward its RHNA housing goals in three ways: constructed and approved units, vacant and underutilized land, and the preservation of existing affordable housing. The City is predominantly built out and has primarily underutilized sites and marginally vacant land available to accommodate future residential development. However, supplemental zoning and development standards to encourage and facilitate housing for lower income households must be enacted to satisfy the requirements of state law.

a. RHNA Sites Inventory

The City currently permits multifamily and single family residential development within the R-3 zone with a maximum density of 25 du/ac. AB 2348 establishes “default” density standards. If a local government adopts density standards consistent with the “default” density standard (at least 20 du/ac for Los Alamitos, as amended by SB 1030), the sites with those density standards are accepted as appropriate for accommodating the jurisdiction’s share of regional housing need for lower income households. The capacity analysis of underutilized and redevelopment sites is based on a minimum density of ~~20~~ 30 du/ac with proposed zoning changes in the new R-4 zone, which will accommodate 30 to 36 units per acre for sites 7 through 11. In the TCMU zone, the units identified in Table B-2 are prescriptive, and based on the density to be allowed in that zone at 60 units per acre. The assignment of units to sites 1 through 4 is described further below.-



i. Strategy for Meeting Housing Needs

Table B-2 provides a summary of parcels with residential development potential to meet the RHNA. A map showing the parcel locations is provided in Figure B-1. These lands are dispersed to the extent possible and located in high resource areas to further fair housing principles. The City aims to accommodate lower income units in small sites in the Town Center, in coordination with the Town Center Mixed Use Strategic Plan in development. Larger sites are also suitable for affordable housing, ranging in size from 2.5 to 5 acres (sites 7 through 10), and one large site on Lampson Avenue (Site 6). None of the sites in this inventory were identified in prior planning periods.

The Town Center sites (Site 1 through 4b) are fully developed with general commercial uses in a strip mall or commercial plaza setting with adjacent parking lots. Existing uses range from office, restaurants, retail, to personal services. Site 1 through 4b are within the boundaries of the Town Center Mixed Use Strategic Plan, which has been developed using an SB2 Planning Grant that promotes affordable housing development. A primary goal of the Strategic Plan is to encourage housing development in the Town Center, and an important consideration is to accommodate affordable housing in accordance with this Housing Element update. Future housing development in the Town Center will take the form of horizontal or vertical mixed-use development, with multi-family apartments on top of ground-level retail or standalone residential buildings of live-work units or townhomes. The Strategic Plan facilitates redevelopment in the Town Center through a variety of strategies and implementation actions. Among those is a Zoning Code Amendment to allow up to 60 units per acre in the Town Center Mixed-Use (TCMU) zone, consistent with Policy Action 4.5 in this Housing Element Update. In addition, the City will consider adopting an ordinance to enable the transfer of development rights between properties in the Town Center, including the designated housing sites. This will facilitate redevelopment that involves multiple parcels under different ownership, such as between Sites 2a through 2d, and Sites 4a and 4b as detailed below.

As shown in Table B-2, there are 143 units assigned to sites 1 through 4. These units are to be constructed on these lots, as provided in the Zoning amendment for TCMU. Throughout the development of the Strategic Plan, the City consulted with the land owners in the Plan area, and developed this strategy and the lot assigned in consultation with them. The City ~~should~~will also provide for Inclusionary Housing within a year of adoption of the Strategic Plan. The ordinance would apply to the TCMU zone and require a certain percentage of housing units to be dedicated as affordable units, as provided in Table B-2. This is consistent with the requirement in Policy Action 4.5 in this



Housing Element Update. In addition, the Strategic Plan recognizes the small parking lot (Site 2d in Figure B-1) owned by the City can be combined with the adjacent parking lot (Site 2c in Figure B-1) to create a significant first project in the Town Center. As described in Policy Action 4.9, the City will market Site 2d for joint venture with the development community to include affordable housing and offer it in accordance with the Surplus Land Act, through

a Request for Proposals, as described in Policy Action 4.9. The City could be a partner in such a pilot project or use Site 2d as an incentive to achieve housing development prescribed on Sites 2c/2d and even in conjunction with Sites 2a/2b.

Site 6 on Lampson Avenue has been sold to a developer and is actively being planned for redevelopment for housing. The City has received a proposal from the developer for 248 residential units including 77 affordable units on Site 6 as shown below in Table B-2.

Site 7 consists of a 2 acre portion of a City Park, which will be marketed to affordable housing within the planning period, as described in Policy Action 4.9.

Sites 8 through 11 are existing developed lands that are available for sale and expected to develop as residential projects. The City has contacted all of the land owners to inform them that their parcels are to be rezoned for residential uses, and to provide them with the lower and moderate income units the City has assigned in Table B-2. All of these sites are addressed in Policy Action 4.4 or 4.9, which provide for incentives for their development and assures that they will develop for affordable housing. The sites include:

Site 7 is currently Laurel Park, and consists of 4 acres. 2 acres of this site will be rezoned to R4, and will provide 50 units available for lower income households, and 10 units available to moderate income households.

Site 8 is currently occupied by City Hall. The City will apply R4 zoning to the site, and provide the 3.2 acres for sale or joint venture to affordable housing developers, as described in Policy Action 4.9. The RFP issued by the City will include a requirement that all units be designated for affordable housing, and that at least 80 of the units be lower income units, and 16 units for moderate income households. Please see further description under "Realistic Capacity," below.

Site 9 is currently occupied by a church, and is for sale (see further description under "Realistic Capacity," below). The City will apply R4 zoning to the 5 acre property, which would generate a mix of affordable and market rate units, including 20 units for lower



income households and 40 units for moderate income households. The balance of the project would allow up to 90 units of housing available to above moderate income households.

Site 10 is currently occupied by a commercial development, and consists of 3 acres. The site will be rezoned to R4, and is expected to develop as a mixed income project, to include 10 lower income units, 15 moderate income units and 65 above moderate income units.

Site 11 is currently occupied by unrestricted market housing, but is planned for redevelopment. The site will be rezoned from R3 to R4, and will provide up to 30 moderate income units.

As set forth in Policy Action 4.4, the City will enforce the units designated in Table B-2 and Figure B-1 as future projects are proposed on these sites. Proposals that include fewer units than designated will not be approved by the City unless alternative sites are identified.

Table B-2
Sites Inventory and Projected Units

Sites Description

Site ID	APN	Address	Acres	Existing GP	Existing Zoning	Proposed Zoning	Projected Density
1	242-203-27	10909 Los Alamitos Blvd	0.85	Mixed Use	TCMU	TCMU	60
	242-203-28	10877 Los Alamitos Blvd	0.58	Mixed Use	TCMU	TCMU	60
2a	242-171-02	10956 Los Alamitos Blvd	0.68	Mixed Use	TCMU	TCMU	60
2b	242-171-07	10900 Los Alamitos Blvd	3.1	Mixed Use	TCMU	TCMU	60
2c	242-172-01	10900 Pine Street	0.48	Mixed Use	TCMU	TCMU	60
2d*	242-172-02	10902 Pine Street	0.17	Mixed Use	TCMU	TCMU	60
3	222-091-01	11021 Reagan Street	0.35	Mixed Use	TCMU	TCMU	60
	222-091-21	3636 Katella Avenue	0.7	Mixed Use	TCMU	TCMU	60
4a	222-093-12	11182 Los Alamitos Blvd	0.74	Mixed Use	TCMU	TCMU	60
4b	222-093-13	11232 Los Alamitos Blvd	0.13	Mixed Use	TCMU	TCMU	60
6	130-012-35	4655 Lampson Ave	12.4	Community & Institutional	C-F	R3	20
7	241-241-35	Laurel Park	2 of 4	Community & Institutional	C-f	R4	30



Housing Element Residential Land Resources



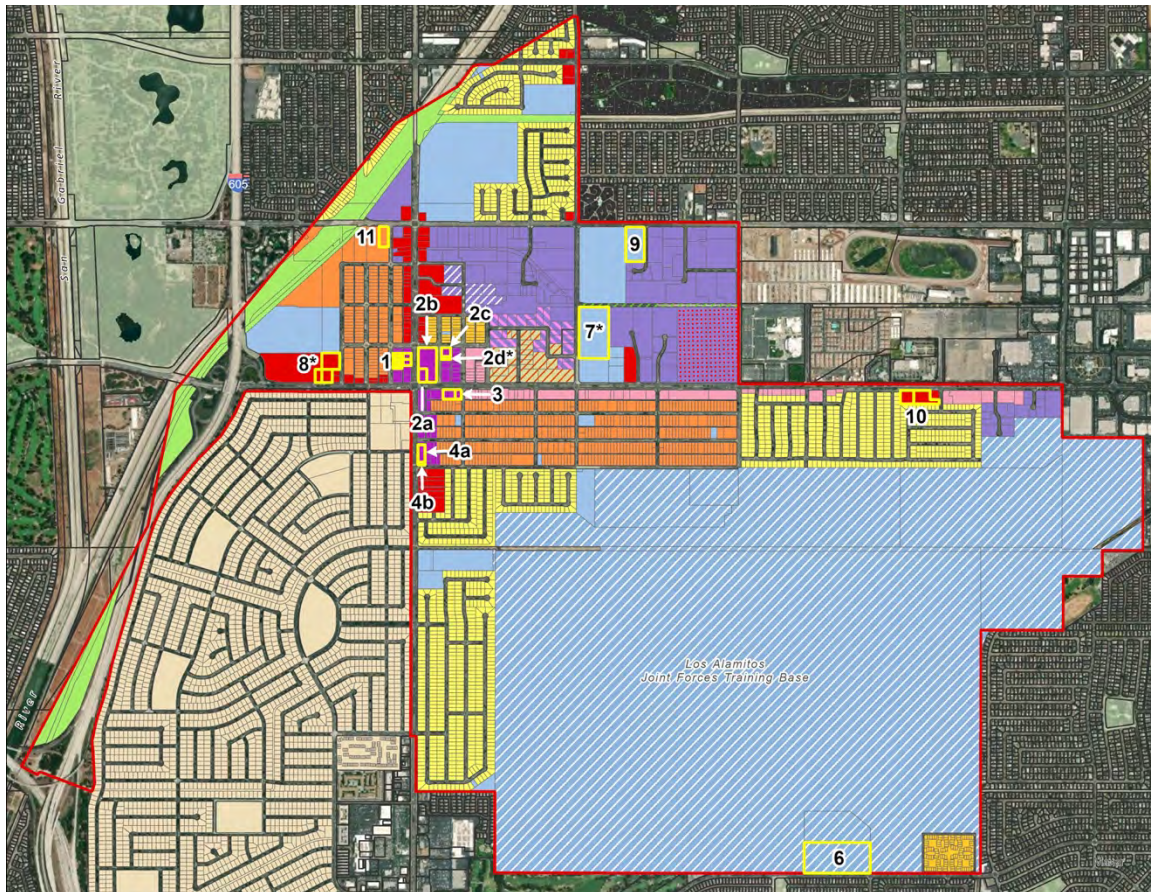
Site ID	APN	Address	Acres	Existing GP	Existing Zoning	Proposed Zoning	Projected Density
8	242-212-11 242-212-08 242-212-10	3191 Katella/City Hall	3.2	Retail Business	C-G	R4	30
9	241-251-14	4142 Cerritos Ave	5	Community & Institutional	C-F	R4	30
10	222-181-01. 222-181-02	5030-5084 Katella	3	Retail Business	C-G	R4	30
11	242-222-06	3370 Cerritos Ave	1.2	Multi-Family	R3	R4	30

Projected Units

Site ID	Maximum Units	Very Low Income	Low Income	Moderate Income	Above Moderate Income	Units for RHNA
1	86	7	4	5		16
2a	41	2	2	2		6
2b	186	32	9	22		63
2c	29	11	8	9		28
2d	10	4	3	3		10
3	63	3	4	4		11
4a	44	2	3	2		7
4b	8	1		1		2
6	248 310	38	39		169 71	246 8
7	69 72	30	20	10		60
8	96 115	50	30	16		96
9	180 150	10	10	40	90	150
10	108 90	10		15	65	90
11	43 36			30		30
Total	1,295 147	200	132	159	326	817
RHNA	769	194	119	145	311	769
Surplus Capacity	-	6	13	14	15	48



Figure B-1. Location of Sites Inventory



ii. Realistic Capacity

The City has seen a significant interest in redevelopment for multi-family housing in various locations, including the Old Town West and Apartment Row neighborhoods as discussed below in subsection c. Additional Underutilized Land; The pressure for residential development in the region, combined with older, under-utilized commercial projects, has resulted in considerable developer interest and at multiple developed locations, including sites listed in Table B-2 and elsewhere in the City:

- As described above, the City currently has an application in process for site 6, which includes 77 lower income units. In addition, the developer of this project is actively negotiating with the land owner of site 9, a church organization, for the purchase of the land for residential development.
- The City has met with an experienced housing developer who would like to develop a mixed use (housing and commercial) project on site 7. Negotiations are just



beginning, but this is one of two residential developers who have made inquiries regarding site 7 with City staff.

- A residential developer with extensive multi-family residential experience in the City is negotiating with the owner of site 1, and has discussed a mixed use project with City staff.
- City staff have had multiple discussions with the property owner of site 10 regarding the demolition of the existing commercial project for homes, or for a mixed use project that combines commercial and residential development.
- in the Town Square. The Town Square is located on 4216-4470 Katella Avenue and occupied by a strip mall with 88,990 square feet in building area and 420 parking spaces. The main building is two-story and occupied by restaurants, personal services, retail, and office uses. As the second story of the main building is primarily vacant, the Town Square property owner has expressed interest to the City to redevelop the second story into 25 housing units, which would result in approximately 11 units per acre. The City is actively engaging with the owner on prospective housing development and addressing parking needs on the property.

This—These contacts, along with the level of interest in the Town Center for redevelopment of this area into an urban downtown, represents, to the City, continued interest in redevelopment of properties in the center of town, and a further indication that development pressures will activate the Town Center area as well. Further, the land owners for inventory sites are involved in their development, and have actively considered the market pressure for residential development, and their ability to convert the properties within the planning period, including the end-dates of existing leases and contracts. In addition, Policy Action 3.1 establishes an incentive program for affordable housing development for special needs households, Policy Action 4.2 provides incentives for lot consolidation (particularly useful for sites 1 through 4), and Policy Action 4.9 establishes procedures for the development of City-owned lands (sites 2d, 7 and 8.

The City proposes a new residential zone (R-4) to allow 30 to 36 units per acre by right, and will apply the R-4 zoning to sites 7 through 10 (Policy Action 4.4). The City will rezone the Lampson property to R-3 to allow 20 units per acre by right, consistent with the applications currently under review, which include a mix of affordable and market units (Policy Action 4.4). The City also proposes to increase the allowable density in the Town Center Mixed Use zone to 60 units per acre (Policy Action 4.5). There have not been residential developments above 30 units per acre in Los Alamitos, given the size and population base of the City. Although located in Orange County (a Metropolitan jurisdiction), the City is a suburban jurisdiction with a population under 25,000 (11,538



in 2021 per DOF Table E-5). Historical development trends and zoning designations for residential uses at around 20 units per acre are typical for these cities of more 'suburban' nature and smaller size in the area, including the City of Cypress to the north. In larger cities, for example, the City of Garden Grove to the east, past affordable housing projects have been approved at densities above 60 and even 70 units per acre, such as Wesley Village Apartments (75.8 units per acre) and Sungrove Senior Apartments (62.6 units per acre). The City of Long Beach to the west of Los Alamitos is a Metropolitan jurisdiction and allows dense high-rise apartments up to 250 units per acre.

To expand housing choices and increase affordable housing units in suburban cities that are primarily built out, increasing residential densities is a logical and acknowledged approach and is becoming a trend. The City of Cypress is located immediately to the north of Los Alamitos and currently allows up to 20 units per acre. To accommodate their RHNA, Cypress identified two alternatives for potential sites, both of which involve rezoning to allow at least 30 units per acre on most sites and 60 units per acre on certain sites for all income categories. As discussed in detail in Appendix D (Affirmatively Furthering Fair Housing), the proposed higher densities will enable the City to increase housing supply in high resource areas and address the housing needs for all segments of the population. The Town Center Mixed Use zoning will be modified in synergy with the Town Center Mixed Use Strategic Plan, which aims to revive the Town Center through boosting economic potential, increasing jobs and creating a sense of community. As shown in Table B-2, sites 1 through 4, which all occur in the Town Center area, have been assigned units in anticipation of the development of residential units as part of the Strategic Plan's implementation of an aggressive, place-making redevelopment program. The City envisions the redevelopment of the Town Center as an opportunity to create a traditional downtown, with both businesses and homes that create a close-knit neighborhood.

As a primarily built out small city, the sites identified in Table B-2 are necessarily redevelopment sites, and only two are over 10 acres. Redevelopment of underutilized sites is a strong trend in the region, where many cities are reaching capacity and have limited vacant land available. Because of the limited development in Los Alamitos over the last 20 years, the City considered surrounding jurisdictions' projects in order to determine realistic capacity for its RHNA allocation. The following projects are planned or under construction in surrounding jurisdictions:

City of Cypress:

- Cypress Town Center By Melia Homes proposes the development of a portion of the Los Alamitos Race Course parking lot area (approximately 7 acres) into a



residential multi-family community consisting of 135 dwelling units consistent with the Cypress Town Center and Commons Specific Plan 2.0.

- Citrus Square Senior Community proposes 50 affordable condominium units and 48 market-rate condominium units at an approximately 6.3-acre site that is currently used by the Cypress School District for its administrative and maintenance operations.

City of Garden Grove:

- Garden Brook Senior Village consists of repurposing an existing 8-story, unfinished, steel structure into a 394-unit affordable senior housing project with 12,938 square feet of commercial retail space with general plan amendments and rezoning to provided 5.09 acres of developable site area. The developer received entitlement approval, a density bonus of 35% and three concessions.

City of Westminster:

- Bolsa Row is a mixed-use development located in the heart of little Saigon and synergistically centered around a lively festival street. The 5-story residential at-grade wrap building will consist of 200 for-rent units and onsite amenities including a pool and spa facility, recreation, fitness and leasing space. The development will also include a hotel and retail space on the 6-acre site.

In the western Orange County region, projects with densities from 20 units per acre to above 70 units per acre have been approved and funded on larger sites, including underutilized/redevelopment sites. These projects also prove the feasibility of planned development on larger sites to accommodate units for a range of income levels (a mix of affordable and market rate). Therefore, in Los Alamitos, sites 6 through 10 are promising for residential redevelopment at least 20 units per acre and are planned for a mix of units.

The Lampson site (Site 6) is currently zoned as Community Facilities (C-F) and consists of one office building and parking lot. The City actively engaged with and received positive responses from the development community for future residential developments. The City has recently received a development application from the developer that acquired the Lampson property. The proposed unit breakdown by income level is detailed in Table B-2. Policy Action 4.4 calls for rezoning Site 6 to R-3 to facilitate housing development at 20 units per acre by right, and also requires either the concurrent submittal of the market and affordable components of the site, or the preparation of a Development Agreement to assure that the affordable units are constructed.



Additionally, several Town Center sites contain parcels that are less than ½ acre in size. For a site to be able accommodate housing affordable to lower income households pursuant to AB 2348, the site must accommodate a minimum of 16 units per site. These sites are covered in the Town Center Mixed Use Strategic Plan currently in development, which aims to revive the Town Center area through redevelopment with a focus on mixed use development and improvements in community infrastructure and amenities. The Town Center sites included in the Sites Inventory (Table B-2) are selected by the City and the Strategic Plan team based on suitability for residential development or as part of mixed-use development and redevelopment potential. The selected sites are intended to serve various income levels and include a portion of affordable units to facilitate an economically balanced and integrated community. These sites are also most likely to develop through lot consolidation, for the following reasons:

- 1) Single ownership on multiple parcels. Site 1 includes seven parcels, which are developed as a strip mall with parking lot; Site 3 is a smaller strip mall with two buildings on two parcels.
- 2) Shared pad with no actual boundaries and nearby associated uses. Sites 2a through 2d consist of Los Alamitos Plaza on a single block and two adjacent parking lots across from Pine Street (two-lane undivided). Site 2b is a commercial building in the southwest corner of Site 2a; despite separate ownerships, they are on the same pad/block with no walls or any other physical division. Site 2c is a parking lot associated with the Los Alamitos Plaza and shares ownership with Site 2a, and Site 2d (smaller parking lot) is owned by the City. Because Sites 2a through 2d currently operate as a single commercial plaza, they are likely to be redeveloped as a whole as facilitated by the Town Center Strategic Plan. The City has actively conducted outreach to Town Center property owners to engage them for possible lot consolidation and mixed-use development concepts. So far without apparent objection, the City can further leverage its owned parcel to provide incentives/concessions to encourage redevelopment including affordable housing units. Similarly, as part of a strip mall block, Sites 4a and 4b are adjacent without any physical boundary and share driveways. Despite separate ownerships, Sites 4a and 4b are most likely to undergo redevelopment as a whole through lot consolidation as facilitated by the Strategic Plan.

Policy action 4.2 of the Housing Policy Program (Chapter 4) encourages and facilitates residential lot consolidation through a variety of incentives such as land write-downs, fee deferral or reductions, assistance with on- or off-site infrastructure costs, and other pre-development costs associated with the assemblage of multiple parcels. This will further increase the redevelopment potential for Sites 1 through 4.



In order to accommodate 60 units per acre in the TCMU zone, the draft Town Center Strategic Plan proposed Zoning Code amendments to Chapter 17.12 on the TCMU zone. The amendments that are relevant to housing development on Sites 1 through 4 are as follows:

17.12.010 Purpose of Zone

The Town Center Mixed-Use (TCMU) zone is established to provide opportunities for commercial and residential mixed-use development that takes advantage of easy access to transit and proximity to commerce, and that encourages pedestrian activity. A wide range of integrated commercial and residential uses are appropriate. The Town Center Mixed-Use zone ~~requires~~ encourages the inclusion of a ground-floor, street-frontage commercial components for all projects. Exclusive residential structures are ~~not-allowed~~ permitted with conditions. This zone implements the General Plan Mixed-Use land use designation and the Town Center Strategic Plan. (Ord. 19-03 § 3, 2019)

17.12.030 Commercial Uses Required along Street Frontages

To maintain an active pedestrian environment in the TCMU zone, commercial uses shall be the predominant along street frontages. At least ~~75~~ 50 percent of the ground floor frontage along Katella Avenue and Los Alamitos Boulevard shall be occupied by commercial uses and/or live/work units. At least 75 percent of the ground floor frontage along Pine Street shall be occupied by commercial and/or cultural uses.

Table 2-07: General Development Standards for Town Center Mixed-Use Zone

Development Features	Requirement by Zone TCMU	Additional Requirements
Minimum Lot Area (for new mixed-use development)	10,000 sq. ft.	For new mixed-use development. Single-purpose uses can be constructed on lots smaller than 10,000 sq. ft.
Structure Form and Location Standards		



Residential Density—Maximum	<u>30 60</u> units/acre	<u>The cumulative residential development in the TCMU district shall not exceed 588 total units.</u>
FAR Maximum—Nonresidential Components	2.00	
Storefront Width—Minimum	50% of street frontage lot width	
Minimum Setback		
<u>Fronting Los Alamitos Boulevard and/or Katella Avenue</u>	<u>12 ft. minimum</u>	<u>The setback shall be developed as passable walkway, contiguous with the public sidewalk. Shade trees (species to be required by the City) shall be planted in the first 4 ft. of the setback; the rear 5 ft. of the setback may be used for outdoor dining or other outdoor commercial uses.</u>
<u>Fronting Pine Street</u>	<u>6 ft. minimum</u>	
Front or Adjacent to a Street	0 ft. minimum; 10 ft. maximum	
Side—Interior		
Abutting Nonresidential or Mixed-Use Zone	0 ft. minimum	
Abutting Residential Zone	10 ft. minimum	
Side—Street Side	10 ft. minimum	
Rear		
Abutting Nonresidential Zone	0 ft. minimum	
Abutting Residential Zone	15 ft. minimum	
Height—Maximum	60 ft.	
Open Space for Residential Uses	200 sq. ft. per unit combined common and private	

The Town Center Strategic Plan limits cumulative residential development in the TCMU zone to a total of 588 units, which is more than adequate to accommodate the maximum development scenario of 467 units on Sites 1 through 4 in the Sites Inventory (Table B-2). The TCMU zone does not preclude 100% non-residential uses, though it strongly encourages horizontal or vertical mixed-use development. A conservative analysis for a hypothetical development site in the TCMU zone is included herein to demonstrate the realistic capacity on Sites 1 through 4:

- The site has a lot area of 10,000 square feet (100 feet by 100 feet square shape), equal to the minimum lot area for new mixed-use development.
- Because Sites 1 through 4 have at least one frontage along Pine Street, Katella Avenue and Los Alamitos Boulevard, it is assumed the site will develop 75% of ground floor area as commercial uses, and the rest as housing units.
- The site conforms to minimum setback requirements of up to 12 feet on two adjacent sides, 10 feet and 15 feet on the other two, in a ‘worst case’ scenario. This will result in a building footprint of 5,694 square feet.
- The maximum height of 60 feet will allow 4 stories, assuming minimum ground floor height of 12.5 feet (Municipal Code Section 17.12.040 D.) applies to each floor.



- The second story has an area of 5,694 square feet, but the third story and fourth story will be set back by an additional 5 feet to reduce building bulk (Municipal Code Section 17.08.045 A.1), which will have a floor area of 5,304 square feet each.
- Assume an average of 650 square feet per unit (minimum unit size for 1-bedroom in R-3 zone).
- The total building area for residential use is $5,694 \times (1-75\%) + 5,694 + 5,304 + 5,304 = 17,725.5$ square feet, which will accommodate up to 27 units, equivalent to a density of 117.6 units per acre.
- The setbacks allow ample space (4,306 square feet) to meet the required common area (140 square feet per unit for a total of 3,780 square feet).

Based on the conservative analysis above, the proposed development standards for the TCMU zone can accommodate up to 117.6 units per acre, more than the assumed capacity of 60 units per acre on Sites 1 through 4. The City does not intend to impose a minimum unit size for the TCMU zone, and it will be up to the developer. Therefore, Sites 1 through 4 have adequate realistic capacity to meet the assigned RHNA units in the Sites Inventory.

The City will create a new R-4 zone and apply it to Sites 7 through 10 to allow housing development of 30 to 36 units per acre, not including density bonus provisions. While the R-4 zone does not exist yet and the capacity cannot be determined without specific development standards, Policy Action 4.4 requires the City to demonstrate that assigned units are physically possible under the new development standards prior to adoption of the R-4 zone.

iii. Suitability of Large or Nonvacant Sites

Only one large site has been identified in Table B-2. Site 6 consists of 12.4 acres, and has been sold to a developer who has filed an application for the entire property that includes housing affordable to various income levels. Site 6 employs a mixed-income approach to meet RHNA. Site 6 is expected to accommodate 77 units affordable to lower income households, and 171 above-moderate income units that will be market rate. As set forth in Policy Action 4.4, the City will enforce the units designated on all sites to meet RHNA per Table B-2 as future projects are proposed on these sites. Proposals that include fewer units than designated will not be approved by the City unless alternative sites are identified. In the event that developers would need subdivisions to accommodate designated affordable units, Policy Action 4.10 provides



incentives such as expedited review and priority processing to facilitate lot splits for affordable housing.

As the City is essentially built out, it will rely on nonvacant sites to meet its RHNA allocation. The inventory sites were selected based on high redevelopment potential, location in high opportunity areas, and suitability for affordable housing development such as proper lot size or suitable conditions for lot split/merging. None of the inventory sites have existing residential uses.

Existing commercial uses on Sites 1 through 4 in the Town Center are generally operated by property owners, and it will be up to the owner to decide the future redevelopment. Of course, market conditions may drive mixed-use development, as retail market contracts during and after the pandemic. More diverse uses, including residential, live/work units, and experiential retail will be more resilient than traditional retail in the face of market shifts. The City has seen developer interest for residential units on developed commercial properties, as evident in the Town Square case discussed above in subsection ii. Realistic Capacity. As explained above, the Town Center Strategic Plan provides multiple tools and incentives to encourage redevelopment in the Town Center with an emphasis on housing and mixed-use development. The Strategic Plan provides developers a clear vision and expectations of future development in the Town Center, and the City will endeavor to streamline project approval for proposals that align with the Strategic Plan, including the designated housing units to meet RHNA on Sites 1 through 4.

Site 6 has been sold and is being planned for redevelopment as a whole. The City is working with the land owners and buyers of sites 7 through 10, will provide incentives as described in Policy Action 4.4 and will issue an RFP for the redevelopment of the City's own property. The City will enforce units designated to meet RHNA on Sites 5a, 5b, and 6 as set forth in Policy Action 4.4. Therefore, the existing uses will not be an impediment to future housing development.

In addition to the lands identified to meet its RHNA allocation, the City has also previously identified other vacant and underutilized sites in subsections b. and c. below that have the potential to accommodate housing units for moderate and above-moderate income levels as shown by recent redevelopment trends. The sites listed below in subsections b. and c. are not counted toward meeting the City's RHNA.



b. Additional Vacant Land

Los Alamitos is essentially a built-out city. There are minimal areas of vacant land available for residential development. Table B-3 summarizes the only vacant parcel in the City currently zoned for residential use and its potential capacity. The parcel is in an already established neighborhood that presents no known environmental or infrastructure constraints. A total of 5 units could be developed on the site at a density of 25 du/ac. This vacant parcel has the capacity to accommodate fewer than 16 units; therefore, it is assumed that it could accommodate units affordable to moderate and above-moderate income households.

Table B-3
Vacant Land Permitting Residential Development

APN	Address	GP/Zoning Designations	Permitted Density	Acres	Projected Units¹
242-202-06	10912 Walnut St.	Multiple Family Residential/R-3	1,750 gross sq. ft./ unit (25 du/ac max.)	0.17	5

Notes:

¹ Projected units are rounded up to the nearest whole number.

Source: City of Los Alamitos, Development Services Department.

c. Additional Underutilized Land

In addition to the vacant parcels described above, there are a number of underutilized parcels, most of which are within the “Apartment Row” and “Old Town West” neighborhoods zoned R-3. These parcels are currently developed with single-family dwellings. However, the existing parcels provide opportunities for additional units.

The scarcity of vacant land, current market conditions and development trends continue to provide conditions favoring redevelopment and reuse of underutilized land at higher densities in these neighborhoods, as described above. There are limited areas for growth within the City, increasing the demand for more intensive infill development. Contrary to the trend observed pre-2010, median/average sales prices have gradually increased and the average days-on-market have dropped for single family homes (25.5 days in August 2021¹)². These conditions are less attractive to investors who purchase

¹ Los Alamitos Housing Market Trends, redfin.com, accessed on September 2021.



homes and redevelop the land with for-sale or rental multifamily buildings. Long-time homeowners also see fewer opportunities to increase the value of their property through developing additional units. However, several projects have been successful in these neighborhoods (see Table B-4) which prove the potential for redevelopment at higher densities depending on market conditions. Therefore, these sites are included herein because they provide development potential, but are not listed in the Sites Inventory.

Table B-4
Selected Housing Projects in 2014-2021

Location	Address	Units Built	Area (acres)	Built Density
Apartment Row	4321 Howard Avenue	3 apartments & 1 ADU	0.22	13.6 du/ac
Old Town West	10922 Walnut Street	4-unit apartment	0.17	23.5 du/ac
Apartment Row	3751 Farquhar Ave	4 condo townhomes	0.2	20 du/ac
Apartment Row	4061 Farquhar	5 condo townhomes	0.22	22.7 du/ac
Apartment Row	3691 Howard Avenue	5-unit condos	0.21	23.8 du/ac

Source: City of Los Alamitos, Development Services Department.

This analysis looks at the redevelopment capacity of sites with existing single family units to provide a conservative estimate of the realistic capacity for additional units. It is also feasible that existing small multifamily buildings may be redeveloped at higher densities during the planning period.

i. Apartment Row

The “Apartment Row” neighborhood is generally bounded by commercial uses fronting on Katella Avenue to the north, commercial uses fronting on Los Alamitos Boulevard to the west, Farquhar Avenue and the Joint Forces Training Center to the south and Lexington Drive to the east. The area contains mostly small multifamily dwellings and duplexes, with some scattered single family homes. The area is currently zoned R-3 and the General Plan designation is Multi-Family Residential.

Since the 1960’s, Apartment Row has experienced an increase in the number of multifamily units. Redevelopment at higher densities continues while the number of single-family homes declines. The remaining single-family homes in this area were constructed in the 1960’s and earlier. These parcels are in already established neighborhoods that present no known environmental or infrastructure constraints.

² Historical Real Estate Data for the city of Los Alamitos, CA, newhomesdirectory.com, accessed on September 2021.



Housing Element

Residential Land Resources



Based on the development trends in this neighborhood, the remaining single family residential parcels have a greater likelihood of transitioning to multifamily residential units. Underutilized parcels (parcels currently developed with single family units) with realistic capacity for additional residential units in the Apartment Row neighborhood are detailed in Table B-5. These parcels have a total projected capacity of 119 units with a minimum permitted density of 20 du/ac. These parcels have the capacity to accommodate less than 16 units per site, except the property on 4141-4171 Green Avenue which is currently occupied by a preschool and can potentially accommodate 21 units upon redevelopment or 24 units upon lot consolidation with 4181 Green Avenue under the same ownership. Therefore, it is assumed that these parcels have the potential to accommodate units affordable to moderate and above-moderate income households. The parcels shown below are all currently built as single-family units, which have fewer dwelling units per acre than what is allowed in this area. These homes are a mix of owner and rental occupied structures, but since this is an apartment area in a multi-family zone the potential is that all of any future units built on these parcels could be rental apartments or condo units.

Table B-5
Underutilized Land - Apartment Row Neighborhood

APN	Address	Year Built	Existing Units	Acres	Net Capacity ¹	Existing Use/Zone/Notes
22213243	4281 FARQUHAR AVE	1960	1	0.218	3	SFR/R-3
22213209	4312 HOWARD AVE	1955	1	0.218	3	SFR/R-3
22213207	4292 HOWARD AVE	1960	1	0.218	3	SFR/R-3
22213131	4301 HOWARD AVE	1957	1	0.215	3	SFR/R-3
22213104	4272 GREEN AVE	1957	1	0.218	3	SFR/R-3
22213101	11102 NOEL ST	1952	1	0.218	3	SFR/R-3
22212152	4241 GREEN AVE	1960	1	0.234	3	SFR/R-3
22211130	4131 GREEN AVE	1926	1	0.212	3	SFR/R-3
22211150	4141-4171 GREEN AVE	-	0	1.059	21	SFR/R-3 Opportunity for lot consolidation
22211126	4181 GREEN	1947	1	0.212	3	



Table B-5
Underutilized Land - Apartment Row Neighborhood

APN	Address	Year Built	Existing Units	Acres	Net Capacity ¹	Existing Use/Zone/Notes
	AVE					
22209112	3571 GREEN AVE	1976	1	0.190	2	SFR/R-3
22206233	3701 FARQUHAR AVE	1957	1	0.207	3	SFR/R-3 Opportunity for lot consolidation
22206232	3711 FARQUHAR AVE	1925	1	0.207	3	
22206144	3780 GREEN AVE	-	1	0.227	3	SFR/R-3
22206115	3822 GREEN AVE	1950	1	0.218	3	SFR/R-3
22206101	3652 GREEN AVE	1947	1	0.289	4	SFR/R-3
22205241	4091 FARQUHAR AVE	1962	1	0.218	3	SFR/R-3
22205236	4141 FARQUHAR AVE	1960	1	0.180	2	SFR/R-3
22205226	4231 FARQUHAR AVE	1960	1	0.244	3	SFR/R-3
22205210	4102 HOWARD AVE	1956	1	0.218	3	SFR/R-3 Opportunity for lot consolidation
22205209	4094 HOWARD AVE	1949	1	0.218	3	
22205207	4072 HOWARD AVE	1925	1	0.165	2	SFR/R-3 Opportunity for lot consolidation
22205206	4062 HOWARD AVE	1960	1	0.218	3	
22205204	4046 HOWARD AVE	1960	1	0.218	3	SFR/R-3 Opportunity for lot consolidation
22205136	4041 HOWARD AVE	1953	1	0.218	3	
22205133	4071 HOWARD AVE	1952	1	0.218	3	
22205123	4191 HOWARD AVE	1953	1	0.218	3	SFR/R-3 Opportunity for lot consolidation
22205122	4201 HOWARD AVE	1953	1	0.218	3	
22205119	11141 NOEL	1957	1	0.245	3	SFR/R-3



**Table B-5
Underutilized Land - Apartment Row Neighborhood**

APN	Address	Year Built	Existing Units	Acres	Net Capacity ¹	Existing Use/Zone/Notes
	ST					
22205108	4132 GREEN AVE	1926	1	0.218	3	SFR/R-3
22205105	4092 GREEN AVE	1961	1	0.218	3	SFR/R-3
22204318	3951 FARQUHAR AVE	1926	1	0.205	3	SFR/R-3 Opportunity for lot consolidation
22204317	3941 FARQUHAR AVE	1948	1	0.207	3	
22204312	3901 FARQUHAR AVE	1959	1	0.207	3	SFR/R-3
22204301	3972 HOWARD AVE	1952	1	0.114	1	SFR/R-3
Total				8.325	119	

Notes:

¹Net Capacity was determined by multiplying the minimum permitted density of 20 du/ac by the parcel size, then subtracting the number of existing units.

Source: City of Los Alamitos, Community Services Development.

ii. Old Town West

The “Old Town West” neighborhood is generally bounded by Sausalito Avenue to the north, Oak Street to the west, commercial uses fronting on Katella Avenue to the south and commercial uses fronting on Los Alamitos Boulevard to the east. The area is currently zoned R-3 and the General Plan designation is Multi-Family Residential. The area contains a mixture of multiple family and single-family residential homes.

The area has been transitioning from single family residential to multiple family residential. The parcels below are in already established neighborhoods that present no know environmental or infrastructure constraints. The majority of the single-family units in this area were built in the 1950’s or earlier. The area began redeveloping with multifamily homes in the 1970’s and 1980’s. Single-family residential units continue to be replaced with condominiums and apartments, with construction as recent as 2016.



Based on the development trends in this neighborhood, the remaining single family residential parcels are likely to redevelop with multifamily residential units. Underutilized parcels (parcels currently developed with single family homes) with realistic capacity for additional residential units in the Old Town West neighborhood are detailed in Table B-6. These parcels have a total projected net capacity of 113 units with a minimum permitted density of 20 du/ac. There are opportunities to provide at least 16 units per site in at least one area with contiguous parcels through lot consolidation (noted in bold in Table B-6). Zoning for these parcels provides sufficient capacity to accommodate lower income housing, and they can serve as backup sites to meet the RHNA. The sites with a capacity of less than 16 units per site have potential to accommodate units affordable to moderate and above-moderate income households.

Table B-6
Underutilized Land - Old Town West Neighborhood

APN	Address	Year Built	Existing Units	Acres	Net Capacity¹	Existing Use/Zone/Notes
24219101	10742 OAK ST	1953	1	0.235	3	SFR/ R-3 Opportunity for lot consolidation
24219102	10752 OAK ST	1953	1	0.165	2	
24219103	10764 OAK ST	1953	1	0.165	2	
24219111	10842 OAK ST	1953	1	0.165	2	SFR/R-3 Opportunity for lot consolidation
24219112	10852 OAK ST	1953	1	0.165	2	
24219113	10851 WALNUT ST	1953	1	0.155	2	SFR/R-3
24219115	10831 WALNUT ST	1953	1	0.155	2	SFR/R-3
24219122	10761 WALNUT ST	1953	1	0.155	2	SFR/R-3
24219124	10741 WALNUT ST	1953	1	0.224	3	SFR/R-3
24219129	10814 OAK ST	1953	1	0.180	2	SFR/R-3
24219203	10762 WALNUT ST	1955	1	0.172	2	SFR/R-3 Opportunity for lot consolidation
24219204	10772 WALNUT ST	1934	1	0.172	2	
24219207	10804 WALNUT ST	1961	1	0.172	2	SFR/R-3 Opportunity for lot consolidation
24219208	10812 WALNUT ST	1953	1	0.172	2	
24219215	10791 CHESTNUT ST	1967	1	0.172	2	SFR/R-3 Opportunity for lot consolidation
24219216	10781 CHESTNUT ST	1957	1	0.172	2	
24219220	10832 WALNUT ST	1952	1	0.152	2	SFR/R-3



Housing Element
Residential Land Resources



Table B-6
Underutilized Land - Old Town West Neighborhood

APN	Address	Year Built	Existing Units	Acres	Net Capacity ¹	Existing Use/Zone/Notes
24219306	10802 CHESTNUT ST	1899	1	0.344	5	SFR/R-3 Opportunity for lot consolidation
24219307	10842 CHESTNUT ST	1938	1	0.637	11	
24220113	10871 WALNUT ST	1963	1	0.155	2	SFR/R-3
24220202	10872 WALNUT ST	1963	1	0.164	2	SFR/R-3
24220215	10931 CHESTNUT ST	1898	1	0.172	2	SFR/R-3
24220216	10911 CHESTNUT ST	1898	1	0.344	5	SFR/R-3
24220217	10901 CHESTNUT ST	1898	1	0.172	2	SFR/R-3
24220218	10891 CHESTNUT ST	1956	1	0.172	2	SFR/R-3
24220221	3372 FLORISTA ST	1912	1	0.222	3	SFR/R-3
24223106	10672 OAK ST	1950	1	0.202	3	SFR/R-3
24223109	10702 OAK ST	1950	1	0.165	2	SFR/R-3
24223119	10651 WALNUT ST	1950	1	0.189	2	SFR/R-3 Opportunity for lot consolidation
24223120	10641 WALNUT ST	1950	1	0.189	2	
24223204	10652 WALNUT ST	1950	1	0.167	2	SFR/R-3
24223205	10662 WALNUT ST	1950	1	0.189	2	SFR/R-3
24223207	10682 WALNUT ST	1950	1	0.189	2	SFR/R-3 Opportunity for lot consolidation
24223208	10692 WALNUT ST	1950	1	0.189	2	
24223211	10722 WALNUT ST	1950	1	0.181	2	SFR/R-3
24223213	10711 CHESTNUT ST	1950	1	0.189	2	SFR/R-3 Opportunity for lot consolidation
24223214	10701 CHESTNUT ST	1950	1	0.161	2	
24223215	10691 CHESTNUT ST	1950	1	0.189	2	
24223217	10671 CHESTNUT ST	1950	1	0.189	2	SFR/R-3 Opportunity for lot



Table B-6
Underutilized Land - Old Town West Neighborhood

APN	Address	Year Built	Existing Units	Acres	Net Capacity ¹	Existing Use/Zone/Notes
24223219	10651 CHESTNUT ST	1950	1	0.189	2	consolidation
24223221	10631 CHESTNUT ST	1950	1	0.161	2	SFR/R-3
24223305	10662 CHESTNUT ST	1950	1	0.189	2	SFR/R-3 Opportunity for lot consolidation
24223306	10672 CHESTNUT ST	1950	1	0.189	2	
24223310	10712 CHESTNUT ST	1950	1	0.189	2	
24223311	10722 CHESTNUT ST	1950	1	0.180	2	
24223327	10682 CHESTNUT ST	1950	1	0.186	2	
24223328	10702 CHESTNUT ST	1950	1	0.186	2	
Total				9.187	113	

Notes:

¹Net Capacity was determined by multiplying the minimum permitted density of 20 du/ac by the parcel size, then subtracting the number of existing units.

Source: City of Los Alamitos, Community Services Development.



B. Preservation of Assisted Units At-Risk of Conversion

State law requires analysis of assisted housing units eligible to convert from income-restricted to market-rate housing during the 2021-2029 planning period and within ten years of the start of the planning period (2039). Assisted housing units are multifamily rental units that receive (or have received) government assistance under federal, state and/or local programs including tax-credits, density bonuses and federal or state loans.

The City does not have any assisted housing units that are eligible to convert from income-restricted to market-rate during the planning period or within ten years of the start of the period (by 2039). As discussed in detail in Chapter 2 and Appendix D, the City has one affordable housing community for seniors aged 62 and over. Klein Manor offers 71 apartment units including studios and one-bedroom units, as well as a few accessible units for the sensory/mobility impaired. Klein Manor is subsidized by the Housing Choice Voucher Program Section 8 and charges approximately 30% of the resident income for rent. Klein Manor is operated by the Retirement Housing Foundation and does not have an expiration date for its affordability (Section 8 rentals). Therefore, the City has no units at risk of conversion to non-affordable status.



APPENDIX AC

REVIEW OF PAST PERFORMANCE

The following Table describes the City's progress in meeting its policy actions during the 2014-2021 planning period. The impact of these actions on special needs households, including seniors, persons with disabilities and the homeless, is addressed in each assessment.

Table C-1 Review of 2014-2021 Housing Element Past Performance: Goals and Policies	
Goal/Policy	Progress in Implementation
1. Maintenance and Rehabilitation of Housing Stock:	
Policy Action:	
1.1 Continued Proactive Code Enforcement Activities	<i>The City's Code Enforcement Division continues to respond to complaints regarding code violations on private property and assists in promoting maintenance of existing housing. While rehabilitation programs have discontinued at the county level, the City should consider providing property owners informational materials on the federal Title I Property Improvement Loan Program and nonprofit housing organizations such as Habitat for Humanity. This policy action will be continued with modifications.</i>
1.2 Encourage at least three residents to apply for the Single Family Rehabilitation Loan Program.	<i>In the last five years (2016 to 2021), the City's Code Enforcement Division has issued 246 citations to single family homes and 112 citations to multi-family units related to substandard building/property conditions such as plumbing, roof damage, electrical, building, windows, lack of heating, or property maintenance issues. These property owners were not known to use any financial assistance for the required repairs. While the County of Orange Single-Family Rehabilitation Loan Program discontinued during the 2014-2021 planning period, the City has posted information on its website and refers interested parties to the Section 504 Home Repair program, which provides loans to very-low-income homeowners to repair, improve or modernize their homes or grants to elderly very-low-income homeowners to remove health and safety hazards. This policy action will be continued with modifications.</i>



Housing Element

Review of Past Performance



Table C-1

Review of 2014-2021 Housing Element Past Performance: Goals and Policies

Goal/Policy	Progress in Implementation
<i>1.3 Encourage use of Mobile Home Exterior Grant Program</i>	<i>The County of Orange Mobile Home Exterior Grant Program discontinued in 2014. This policy action will be removed.</i>
<i>1.4 Resident involvement in neighborhood enhancement</i>	<i>The City's Neighborhood Preservation Division (Code Enforcement) informally monitors housing conditions throughout the City. The City Pride Awards were discontinued before the 2014-2021 planning period. This policy action will be removed. The City will continue to advocate for neighborhood enhancement on its website and outreach materials and engage residents in enforcement of Policy Actions 1.1 and 1.5.</i>
<i>1.5 Encourage and facilitate rehabilitation of multifamily dwellings</i>	<i>The City conducted a fee study in 2017. However, City Council did not adopt any incentives for rehabilitation of multifamily dwellings. The current permit fees are comparative to neighboring cities and do not constitute an abnormal barrier to rehabilitation. City Council will consider incentive/bonus on a case-by-case basis for rehabilitation of affordable housing. This policy action will be continued with modifications.</i>

2. Preserve Housing Costs Affordability

<i>2.1 Continue to monitor "at risk" units</i>	<i>Although once thought of as "at risk" of losing affordability covenants, Klein Manor's 71 units of affordable housing are currently subsidized by the Housing Choice Voucher Program Section 8 and will continue to be affordable with no expiration date yet. This policy action will be continued.</i>
<i>2.2 14 Section 8 Housing Choice Vouchers</i>	<i>Although much funding for this program has been reduced, the City's Development Services Department continues to refer residents in need of assistance to this program. The City has not received any inquiry on Section 8 during the last planning period. This policy action will be continued into the next planning period.</i>



Table C-1
Review of 2014-2021 Housing Element Past Performance: Goals and Policies

Goal/Policy	Progress in Implementation
2.3 Encourage participation in energy conservation incentive programs	<i>The City continues to require all residential construction to comply with the energy conservation requirements of Title 24. The City ensures compliance through the building permit plan check and inspection process. Since 2020 the City of Los Alamitos implemented a flat rate fee of four hundred fifty (\$450) for Planning Review and Building Permits for solar panel installation under 15 kW and an additional \$15 per kW above 15 kW. During the 2014-2021 planning period, 198 permits have been issued for single family dwellings and 3 were issued for multi-family dwellings.</i> <i>The City Council considered reinstating the permit rebate program for 2017 which reimbursed 100% of permits to parties whom purchased from Los Alamitos Businesses. This program was not approved and has been discontinued since 2012.</i> <i>This policy action will be continued with modifications.</i>


Table C-1
Review of 2014-2021 Housing Element Past Performance: Goals and Policies

Goal/Policy	Progress in Implementation
3. Equal Housing Opportunity	
<i>3.1 Housing for Persons with Disabilities</i>	<i>The City maintains a Reasonable Accommodation Ordinance in accordance with state law. Los Alamitos Municipal Code Section 17.42 explains reasonable accommodation procedures. The City did not adopt any incentive for special needs housing. Future requests from developers will be considered on a case-by-case basis. This policy action will be continued with modifications.</i>
<i>3.2 Fair Housing Information and Referrals</i>	<i>The City continues to refer fair housing related inquiries to the Fair Housing Council of Orange County. The City did not receive any such inquiries in 2014-2021. This policy action will be continued into the next planning period.</i>
4. Adequate Housing Supply	
<i>4.1 Encourage development of lower and moderate income housing units.</i>	<i>The City continues to encourage developers to provide rental housing for families with children, but has not developed a specific encouragement or incentive program.</i> <i>The City continues to encourage additional housing opportunities for special needs, lower income and moderate income households; however, no specific programs or funding sources have been utilized. During the Planning Period, Precious Life Shelter, a shelter for homeless women demolished an existing 2-bedroom house and constructed two apartment buildings with two units each.</i> <i>During 2017-2020, the City updated its Zoning Code to allow accessory dwelling units and junior accessory dwelling units in all residential zones by right per state law.</i> <i>In 2019, the City updated its Zoning Code density bonuses for development of low and moderate income housing pursuant to State law. No density bonus was applied for or granted during 2014-2021. This policy action will be continued with modifications.</i>



Table C-1
Review of 2014-2021 Housing Element Past Performance: Goals and Policies

Goal/Policy	Progress in Implementation
4.2 Encourage and facilitate lot consolidation	<i>The City has not been in a financial position to incentivize lot consolidation but will consider potential incentives that will encourage lot consolidation in the Old Town West neighborhood. This policy action will be continued with modifications.</i>
4.3 Monitor multi-family development fees and establish strategies as appropriate	<i>The City of Los Alamitos currently does not impose obtrusive development fees upon residential development. The City's only fees are park fees and traffic impact fees where applicable. Fees that occur in most cities such as library fees, pool fees, public facility fees do not exist in the City of Los Alamitos. The City continues to monitor such fees for their reasonableness. This policy action will be continued into the next planning period.</i>
5. Coordinated Housing Efforts	
5.1 Dissemination of Housing Program Information	<i>The City posts housing programs and resources at different government levels and from outside organizations on its website, through Housing Assistance Links under the Planning Division page. This policy action has been successful and will be continued into the next planning period.</i>
5.2 Obtain external funds for housing	<i>The City's Development Services Department continues to seek external funding sources for various housing programs. The City received multiple grants during 2014-2021: CDBG-CV – CARES Act was used for annual shared costs for homeless shelters (North Orange County Service Planning Area); LEAP Grant is used for Housing Element update; SB2 Planning Grant is used for Town Center Mixed Use Zone Strategic Plan; and SCAG Sustainability Grant is used for Active Transportation Plan. This policy action will be continued into the next planning period.</i>
5.3 Housing for workers employed in Los Alamitos	<i>The City continues to position itself within the development community as a place to live, work, and learn. The development of new housing units has been primarily initiated by private developers. The top employers in the City have not changed substantially, and employment housing is not an issue under current conditions. This policy action will be removed.</i>


Table C-1
Review of 2014-2021 Housing Element Past Performance: Goals and Policies

Goal/Policy	Progress in Implementation
5.4 Increase Partnerships and coordination with Developers and Outside Agencies	<i>The City continues to work with the development community to develop innovative land use techniques such as mobile homes on a permanent foundation and accessory dwelling units in all residential zones. The City has a mixed-use overlay zoning distraction (-TCMU or Town Center) which allows multi-family dwelling integrated into a project as either horizontal or vertical mixed use, but not as a stand-alone use. The City did not conduct outreach to affordable housing developers during 2014-2021. The City will update outreach materials and seek partnerships during planning processes including the Town Center Mixed Use Strategic Plan. This policy action will be continued into the next planning period.</i>
5.5 Promote Community Participation	<i>The City of Los Alamitos continues to promote participation in policy related decisions through public noticing, advertising in local newspapers, community forums and public hearings. This policy action will be continued into the next planning period.</i>
5.6 Promote Affordable Housing	<i>In 2014, the City passed Ordinance No.14-07 which removed the CUP requirement for affordable housing. As of June 2021, affordable housing is no longer a standalone/specified use in Table 2-02: Allowed Uses and Permit Requirements for Residential Zones (LAMC 17.08.020). Affordable housing is a by-right use subject to the same requirements as other residential uses allowed in each zone. This policy action has been completed.</i>



Table C-2
Review of 2014-2021 Housing Element Past Performance: Quantified Objectives

Objective	Progress in Implementation
New Construction: Very Low: 14 Low: 10 Moderate: 11 Above Moderate: 26 Total: 61	Very Low: 0 Low: 0 Moderate and Above Moderate: 66 Total: 66
Rehabilitation: Information not available	The rehabilitation grant and loan programs have discontinued at the County of Orange and are available through federal programs such as the Title I Property Improvement Loan Program and Section 504 Home Repair Program. The City does not have records of the number of households assisted through the programs.

During the 2014-2021 planning period, the City made efforts to meet the housing needs of special needs populations such as the elderly, persons with disabilities, large households, female headed households, and persons experiencing homelessness through continued proactive code enforcement activities (Policy Action 1.1), encouraging residents to apply for the Orange Single-Family Rehabilitation Loan Program and the Mobile Home Exterior Grant Program (Policy Action 1.2 & 1.3), involving residents in neighborhood enhancement (Policy Action 1.4), and facilitating rehabilitation and development of multifamily dwellings through fee study and monitoring (Policy Action 1.5 and 4.3). Specifically, the City monitored “at risk” units at Klein Manor (Policy Action 2.1), which is now subsidized by the Section 8 vouchers without an expiration date, benefiting senior, low-income residents. The City maintained a Reasonable Accommodation Ordinance in accordance with state law (Policy Action 3.1) to meet the needs of persons with disabilities. The City was also ready to refer residents in need to the Section 8 vouchers program (Policy Action 2.2) and the Fair Housing Council of Orange County (Policy Action 3.2). The City continued to encourage developers to provide rental housing for families with children and other special need groups by providing density bonuses and facilitating lot consolidation (Policy Action 4.1 and 4.2). During the last planning period, Precious Life Shelter, a shelter for homeless women demolished an existing 2-bedroom house and constructed two apartment buildings with two units each. The City used funding under the CDBG-CV – CARES Act for annual shared costs for homeless shelters (North Orange County Service Planning Area) (Policy Action 5.2). The City used LEAP Grant for Housing Element update, SB2 Planning Grant is used for Town Center Mixed Use Zone Strategic Plan, and SCAG Sustainability Grant for Active Transportation Plan, all of which will increase housing opportunities for special needs groups and improve infrastructure in the community. The City worked with the development community to develop innovative land use techniques such as mobile homes on a permanent foundation and accessory dwelling units



Housing Element

Review of Past Performance



in all residential zones to increase housing choices for special needs populations (Policy Action 5.4). The City also removed the CUP requirement for affordable housing in 2014 (Policy Action 5.6).



APPENDIX AD

ASSESSMENT OF FAIR HOUSING

AB 686 requires that all housing elements due on or after January 1, 2021, contain an Assessment of Fair Housing (AFH) consistent with the core elements of the analysis required by the federal Affirmatively Furthering Fair Housing (AFFH) Final Rule of July 16, 2015.

Under state law, AFFH means “taking meaningful actions, in addition to combatting discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics.”

The City has completed the following:

- Include a Program that Affirmatively Furthers Fair Housing and Promotes Housing Opportunities throughout the Community for Protected Classes (applies to housing elements beginning January 1, 2019).
- Conduct an Assessment of Fair Housing, which includes a summary of fair housing issues, an analysis of available federal, state, and local data and local knowledge to identify fair housing issues, and an assessment of the contributing factors for the fair housing issues.
- Prepare the Housing Element Land Inventory and Identification of Sites through the lens of Affirmatively Furthering Fair Housing.

To comply with AB 686, the City has completed the following outreach and analysis.

A. Outreach

As discussed in Appendix A, Community Outreach of this Housing Element, the City held a community workshop and hearings. The City made concerted efforts to reach all segments of the population for input into the Housing Element update. The community workshop was held on August 25, 2021, at which time participants generally asked questions about the City’s responsibilities and future housing needs, and also discussed the upcoming Town Center Strategic Plan, which will incorporate inclusionary housing requirements for the parcels located within its boundary. Following the workshop, the



Housing Element update was posted on the City’s website for public review and comment. The public review period and upcoming hearings for the Housing Element Update was announced through a City-wide mailing to all residents, posting of notices on the City’s website and in the newspaper, and announcements on social media. Following the public review period, the Planning Commission and City Council held hearings on the Housing Element. Three people attended the Planning Commission hearing on October 27, 2021, and two of them (father and son) voiced concerns over affordable housing. City staff and the consultant explained the details of anticipated affordable housing development in the City and emphasized the prospective benefits to City residents. Comments received through the outreach activities have been considered in the development of the Housing Policy Program.

Moving forward, the City is committed to fair housing targeted outreach by conducting annual reviews of its policies and zoning laws relating to fair housing and reaching out to the community through surveys and workshops as appropriate. The outreach efforts will be advertised via multiple channels, such as City email newsletter, posting at City website, print material at City Hall, local community centers, and social media to reach all segments of the community and encourage their input (Policy Action 3.6).

B. Assessment of Fair Housing

Section 65583 (10)(A)(ii) requires the City of Los Alamitos to analyze areas of segregation, racially or ethnically concentrated areas of poverty, disparities in access to opportunity, and disproportionate housing needs, including displacement risk. The 2021 California Department of Housing and Community Development (HCD) and the California Tax Credit Allocation Committee (TCAC) Opportunity Areas are rated by a composite score of resource levels in the following aspects: access to effective educational opportunities for both children and adults, low concentration of poverty, low levels of environmental pollutants, and high levels of employment and close proximity to jobs, among others. High and highest resource areas are those with high index scores for a variety of educational, environmental, and economic indicators. These indicators include access to effective educational opportunities for both children and adults, low levels of environmental pollutants, high levels of employment and close proximity to jobs, and low concentration of poverty, among others.

According to Figure D-1, TCAC Opportunity Areas, the majority of the City is considered “High Resource” and the western strip is considered “Highest Resource.” The block north of Katella Avenue and east of Bloomfield Street is considered “Moderate

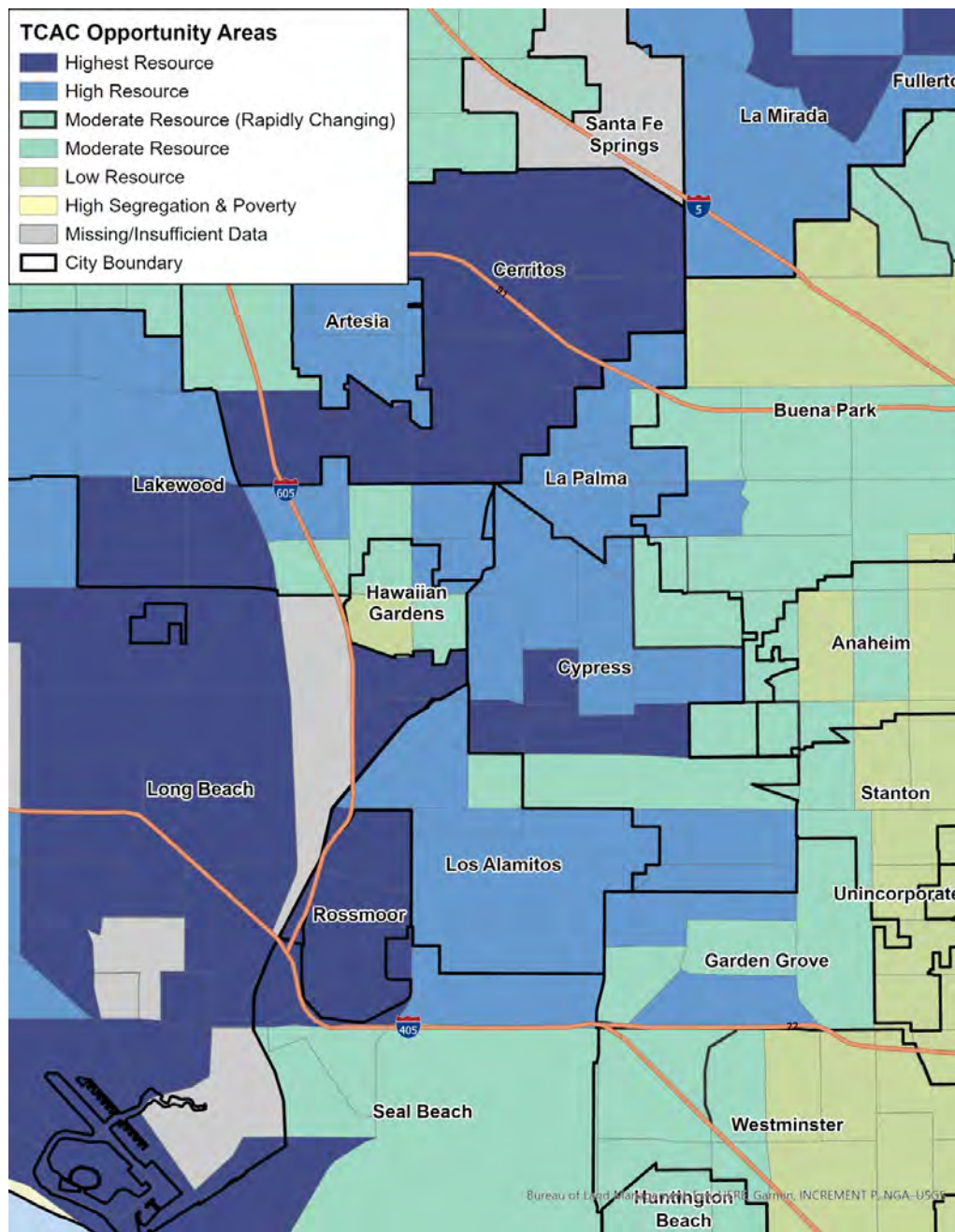


Resource.” TCAC and HCD did not designate any portion of the City of Los Alamitos as a “Low Resource” area which typically has the most limited access to all resources.

Areas of high segregation and poverty are those that have an overrepresentation of people of color compared to the County, and at least 30% of the population in these areas is below the federal poverty line (\$26,500 annually for a family of four in 2021). There is no “High Segregation and Poverty” area in or adjacent to the City of Los Alamitos (Figure D-1). The closest “High Segregation and Poverty” area is found in the City of Garden Grove and located approximately 3.8 miles to the east of Los Alamitos.



Figure D-1. TCAC Opportunity Areas





1. Integration and Segregation Patterns

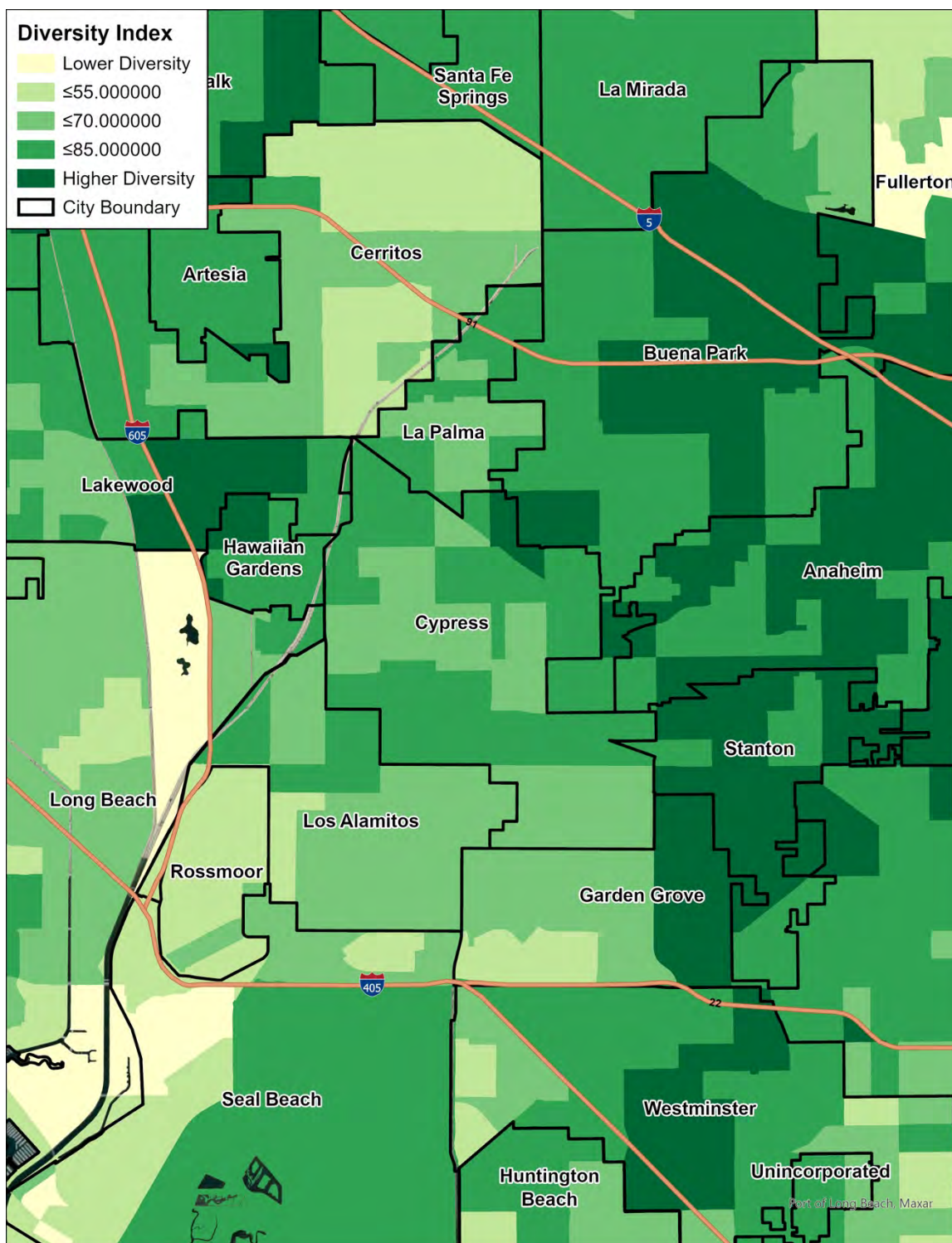
To assess patterns of segregation and integration, the City analyzed four characteristics: race and ethnicity, disability, income, and familial status.

a. Race and Ethnicity

The diversity index was used to compare the racial and ethnic diversity within the City and surrounding communities. Diversity Index ratings range from 0 to 100, where higher numbers indicate higher diversity among the measured groups. As shown in Figure D-2, Diversity Index, the majority of the City has a mid-range diversity rating (55-70). Portions of the northern City have a relatively higher diversity rating of 70-85 on TCAC's diversity index. Along the western City boundary is an area with a slightly lower diversity rating of 52.1. Areas immediately adjacent to the City have similar diversity ratings to within City limits. Higher Diversity ratings (>85) are seen in the City of Hawaiian Gardens in Los Angeles County to the north, the cities of Cypress, Garden Grove, and Westminster to the northeast, east and southeast in Orange County, respectively. According to the 2015–2019 American Community Survey, less than half (47.6%) of Los Alamitos residents identify as White, non-Hispanic. In comparison, only less than 20% of the residents to the east in City of Garden Grove (58.6%) and about a third (36.3%) to the north in City of Cypress identify as White, non-Hispanic because they have bigger Asian/Hispanic groups. There are no racially or ethnically concentrated areas of poverty ("R/ECAP's", HUD, 2009-2013) in or adjacent to Los Alamitos, the nearest R/ECAP being in the City of Long Beach in Los Angeles County to the southwest. There are several Asian/Hispanic Majority tracts in the cities of Hawaiian Gardens, Cypress, Garden Grove and Westminster that overlap with higher diversity ratings (>85). The City is actively pursuing affordable housing development opportunities throughout the City, as identified in Policy Actions 4.1 and 4.2. The City will also expand housing options and availability in high resource areas through a pilot program for ADUs and JADUs (Policy Action 4.7) and zoning changes to allow higher densities (Policy Actions 4.4 and 4.5). These programs can help promote a racially and ethnically integrated community.



Figure D-2. Diversity Index





HCD has not published the adjusted Racially Concentrated Areas of Affluence (RCAA) methodology for California as of August 2021. While no data has been released on RCAA, the national metric may be referenced for general considerations here: RCAA is defined as census tracts where 1) 80% or more of the population is white, and 2) the median household income is \$125,000 or greater (slightly more than double the national the median household income in 2016). As shown in Figure D-3, Median Income, much of the City area (Census Tract 1100.15 and part of Census Tract 1101.08) has median income greater than \$125,000. Census data reveals that these areas have no more than 70% white population that is not Hispanic. Therefore, these areas do not have the potential to be a RCAA. Within both tracts, the City is looking to develop affordable housing in the Town Center Mixed Use Strategic Plan and along the southern City boundary on Lampson Avenue (Policy Actions 4.4 and 4.5).

b. Disability

In 2014, only two blocks along Katella Avenue in the central City had a population with disability percentage higher than 10% (but lower than 20%). According to the 2015–2019 ACS, most of the City had a population with disability percentage between 10% and 20%. This may be associated with a slowly aging population. From 2010 to 2019, Los Alamitos experienced growth in the Retirement (55-64 years) and Senior Citizen (65 years and over) populations, while the populations of other age groups somewhat declined. The median age increase from 38.7 years in 2010 to 39.7 years in 2018 may also suggest a slow aging trend, though the change is limited. The City complies with all requirements of the Americans with Disabilities Act and California Building Code to provide accessible and “barrier free” units for disabled residents through reasonable accommodation procedures as explained in Los Alamitos Municipal Code Section 17.42. Therefore, despite an overall slight increase in the population with a disability, and a potentially continuing aging trend in the City’s residents, they appear to be well integrated in the community and have equal access to all housing and economic opportunities.

c. Income

The City also assessed the concentrations of households below the poverty line across the City to analyze access to adequate housing and jobs. As shown in Figures D-3 and D-4, the majority of the City has a low percentage of residents (<10%) who fall below the poverty line (\$26,500 for a family of four in 2021), and one area south of Katella Avenue (Census Tract 1100.14) has a slightly higher percentage (12.6%) of residents who fall below the poverty line.



Figure D-3. Median Income (2019)

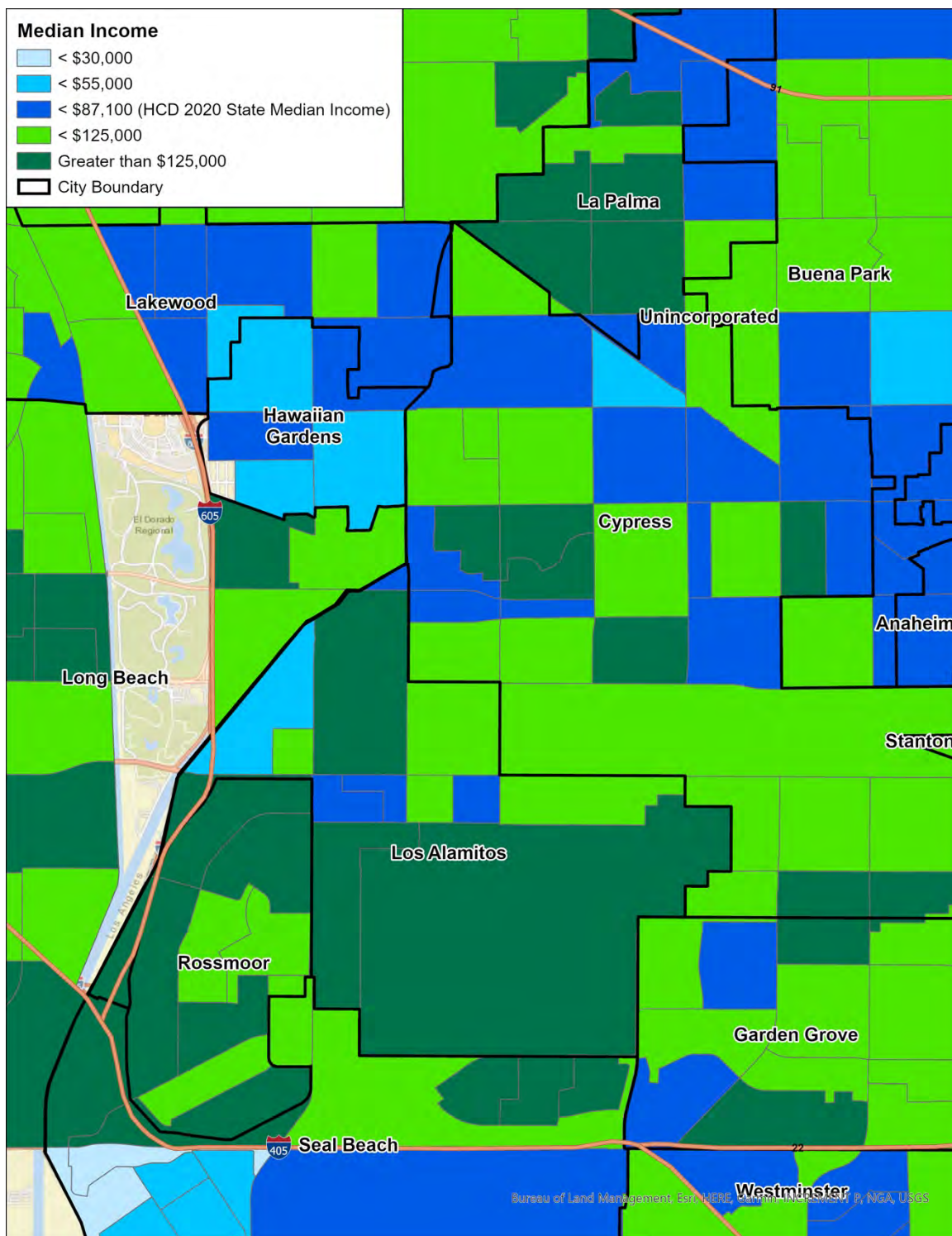
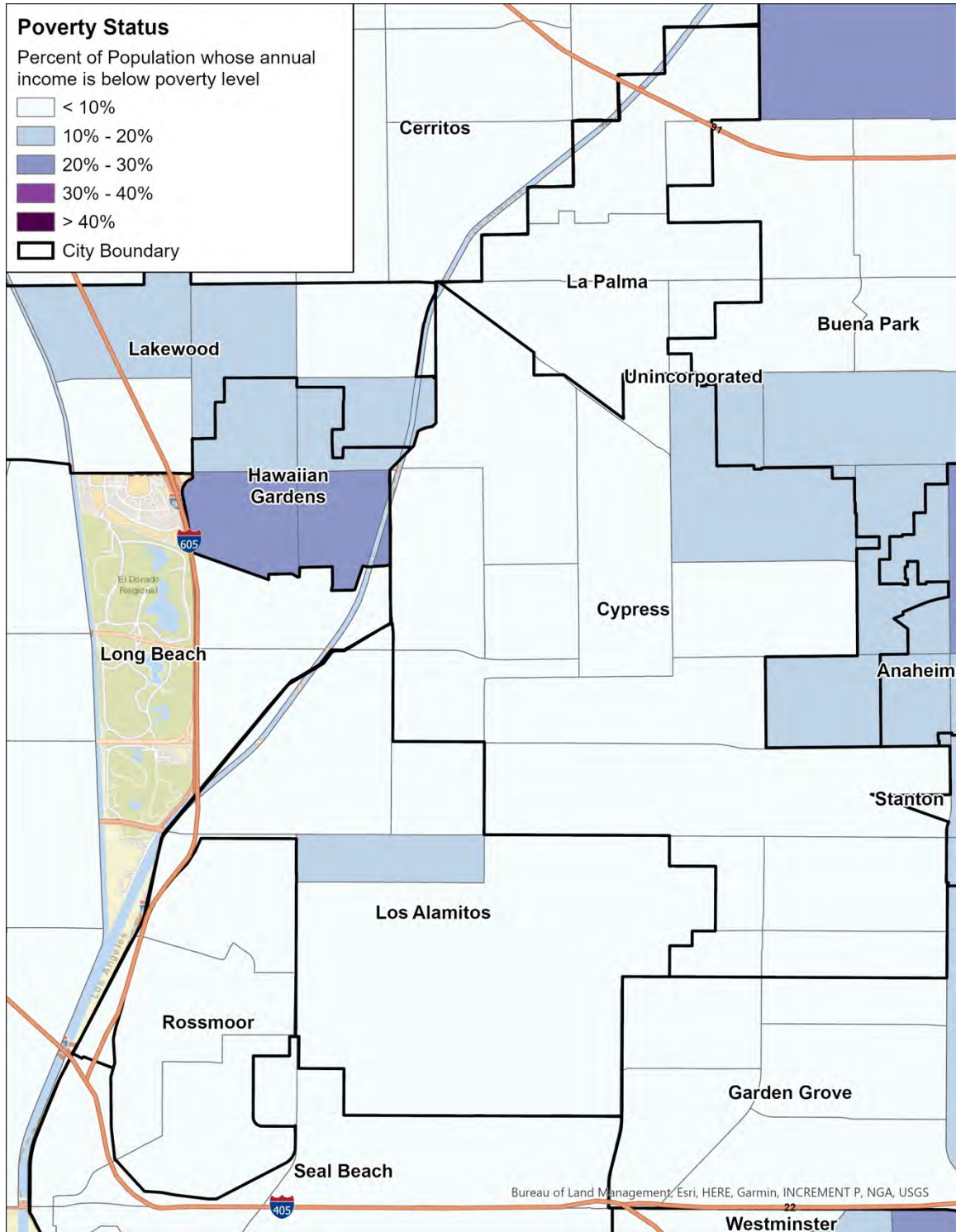




Figure D-4. Poverty Status





In 2014, in addition to Tract 1100.14, the majority of the northern City (north of Katella Avenue) also had slightly higher than 10% of residents who fall below the poverty line. As shown in Table 2-21 of this Housing Element, the City of Los Alamitos has a vacancy rate of less than 3.3% for all housing units, and the American Community Survey (2019) estimated vacancy rates at 1.4% for rental units and 1.6% for ownership units. These vacancy rates are very low and could suggest limited room for mobility and high demand for affordable units.

Although Los Alamitos does not appear to have any Racially Concentrated Areas of Affluence, compared to the neighboring cities of Cypress, Garden Grove, Seal Beach, and Westminster in Orange County and Long Beach and Hawaiian Gardens in Los Angeles County, Los Alamitos has predominantly higher income (median household income greater than \$125,000 or at least \$87,100) and is a predominantly High Resource area (TCAC Opportunity Areas 2021). This is evidenced by the predominantly low ratio of population below poverty compared to the neighboring cities. To promote an inclusive community with enhanced housing mobility and a variety of housing opportunities, the City is actively facilitating affordable housing development in the highest income and High Resource areas through rezoning and other incentives/bonuses as well as encouraging ADUs/JADUs to further expand housing choice beyond its RHNA allocation.

d. Familial Status

The City of Los Alamitos has less than 20% of population 18 years and over living alone, and between 40% and 60% of population 18 years and over living with spouse. In the southern City (Census Tract 1100.15), over 80% of children live in married-couple households; in the northern City, between 60% and 80% of children live in married-couple households. In two northern tracts (1101.08 and 1100.14), there are 20% to 40% of children that live in female-headed single-parent households. These data indicate a popular demand for units with at least two bedrooms; while such units are abundant in the City (over 89% of either owner- or renter-occupied units, or combined), affordability may be an issue as suggested by overpayment described below. There is likely a need for more affordable housing units to meet population needs.

e. City History and Policy Background

The Southern California basin, including Los Alamitos, was home to the Puvu Indians for at least centuries before the arrival of Spanish colonists. Los Alamitos was among the land held in trust for the Indians by missionaries, but soon became private property passed down in the hands of militant/political and business persons. The township of



Los Alamitos was forming at the turn of the 20th century, which mainly hosted the first sugar refinery in Southern California. With the prospering sugar mill, worker housing and recreation buildings, schools, farms, and other businesses came to town, which had thrown back to the typical wild west style. Reagan Street, Katella Avenue and Los Alamitos Boulevard were the earliest thoroughfares. The sugar mill eventually died down after the 1929 depression, and in 1941, the US Navy moved its training field for aircraft from Terminal Island to Los Alamitos and commissioned a 1,300-acre tract. The air base was used as a reserve training field except in war times, now known as the Joint Forces Training Base for all branches of the military. The base kept bringing new settlers and businesses into Los Alamitos and revived the country town. Los Alamitos became a chartered city in 1960.

Modern residential development started with the Carrier Row neighborhood since the 1940s where former military personnel settled. Home construction gradually picked up throughout the 1950s in and around neighborhoods such as the Old Town West. More residential subdivisions followed in the City after the success of Rossmoor in the 1960s, a community closely linked to Los Alamitos. The Joint Forces Training Base takes up 48 percent of the City's mere 4.3 square miles, and the rest of the City is fitted with a snug mix of houses, apartments, businesses, public/institutional uses and open space. As nearly all the City land is developed, zoning laws have kept out any new heavy manufacturing or industrial uses. The City takes pride in its small town ambience with quality recreational and park facilities, outstanding schools, and excellent service from its police department and Chamber of Commerce.

On the Neighborhood Segregation Map by UC Berkeley (2019), the City north of and including Tract 1100.14 is identified as a 3-group mixed neighborhood (Asian-Latinx-White), and the southern City is a Latinx-White neighborhood. The City does not have a large African American population (e.g. 6.2% of total City population in 2019) or cultural presence/heritage. In contrast to larger municipalities in Southern California such as Long Beach and Los Angeles, the City of Los Alamitos does not have a history of redlining or other discriminating policies that contribute to segregation. Being a very small and young city, the neighborhoods were built in a relatively short periods with a strong WWII veteran legacy. The City's housing stock and demographics are a result of market conditions, with such advantages as its strategic location at the crossroads of two major freeways (Interstate 405/605), rather than any strong local/regional policy influences. With the constraint of minimal vacant land, the City prioritizes on redevelopment potential and encourages mixed use and mixed-income residential development to revive the Town Center neighborhood, as envisioned in the Town Center Strategic Plan. The provision of affordable housing in the Town Center and southern City will help improve housing mobility and promote a more inclusive community.



f. Assessment and Actions

Given the factors discussed above, there is no evidence of segregation based on disability, and barely any based on income in the City, although there exists opportunity to improve economic and racial integration within Los Alamitos. As shown in Figures D-3 and D-4, concentrations of lower income households are more prevalent in surrounding jurisdictions than Los Alamitos. The cities of Hawaiian Gardens and Garden Grove to the north and east have more areas with over 10% of population living below the poverty line compared to Los Alamitos. In Orange County, the cities of Anaheim, Fullerton, Garden Grove, Costa Mesa, Irvine, Placentia, and Santa Ana all have areas with over 30% of the population living below the poverty line. With a median income higher than the state level in 2019 (\$88,729 in Los Alamitos; \$75,235 in California, 2015-2019 ACS), the City is not considered disadvantaged economically (median income is 80% or less than the statewide average), although one area along the northwestern City boundary (Block Group 3, Census Tract 1101.08) is below the threshold. In Census Tracts 1101.08 and 1100.14, over half of the population have low to moderate incomes. Concentrations of households with similar incomes may suggest a uniform local development pattern and need for more varied housing stock. Improving availability and distribution of affordable housing will encourage a more economically diverse community. To that end, the Sites Summary (Appendix B) includes lands in the northwest and central portions of the City (Tracts 1101.08 and 1100.14), to encourage diversity throughout the City's residential neighborhoods.

As shown in Figure D-5, Job Proximity Index, the western City is in medium proximity to employment opportunities (Jobs Proximity Index between 40 and 60), and the eastern City boundary has a higher Jobs Proximity Index of 60-80. In contrast to the TCAC Opportunity Areas (Figure D-1), this suggests that access to jobs may not be the single driving factor behind the concentration of lower income households, but more likely the type of jobs and housing available and other socioeconomic factors.

The City has been actively planning for future development and redevelopment to increase local employment opportunities and housing stock. With the help of an SB 2 Planning Grant, the City is developing a Los Alamitos Town Center Strategic Plan for the area generally around Katella Avenue & Los Alamitos Boulevard. The Strategic Plan aims to increase economic potential, create a destination with amenities for all population sectors, and promote a sense of community through incorporation of mixed use development, improvements on bike and pedestrian infrastructure, and designing high quality gathering places. Using funding provided by the Southern California Association of Governments' (SCAG) Compass Blueprint Program, the City prepared a Katella + Los Alamitos Commercial Corridors Plan, which provided commercial design guidelines and



economic development strategies to enhance the City's two main corridors in image, amenities and economic potential. Future developments and redevelopments under these plans will diversify and increase local job opportunities for the Town Center area, and improve job proximity for lower income populations along Katella Avenue.

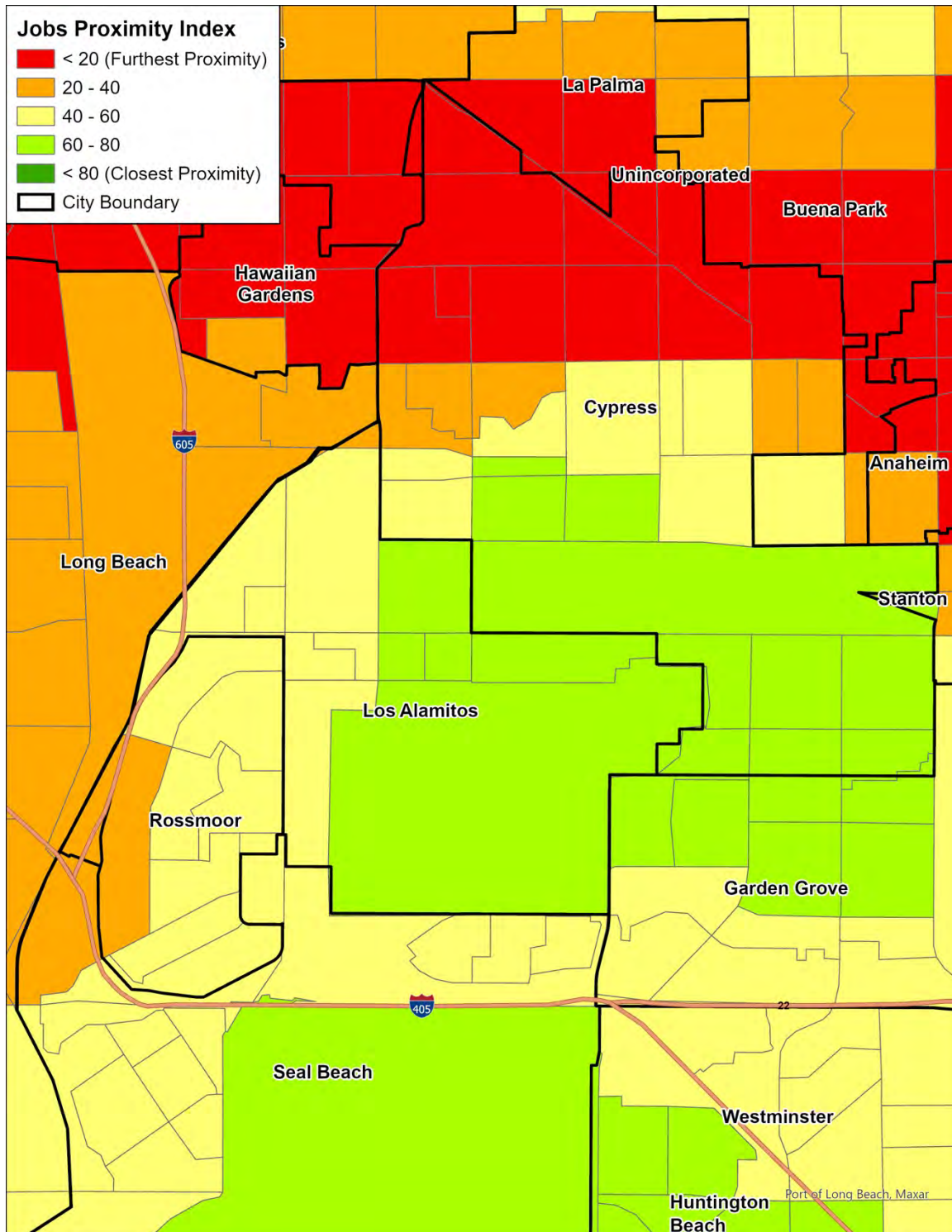
The City offers assistance to two local non-profit organizations, the Youth Center and the Los Alamitos Museum Association, by providing City buildings for their use, cleaning and maintenance support, and including them in the quarterly Recreation brochure mailed to City residents to enrich cultural and educational opportunities for families and beyond. The City leads the Serve Los Al Committee which serves as a monthly networking avenue for many local non-profit organizations, runs an annual volunteer event (Serve Los Al) and quarterly donation drives (toy drive, back to school supplies, etc.).

The City also assisted in the establishment of the Los Alamitos Senior Club, a non-profit entity that provides networking and programs to the 50+ population. The Club hosts various activities (e.g. exercise classes, Senior Lunch, Bingo, Senior Grocery Program) using facilities at the Community Center. The City offers staff support to assist with their monthly newsletter and meeting agenda/minutes.

The City's Recreation & Community Services Department partners with the Special Olympics Southern California to offer programming for individuals with intellectual disabilities. Currently, the City offers a tennis program and basketball program.



Figure D-5. Jobs Proximity Index





Recently, the City realized that the COVID-19 pandemic can disproportionately affect potentially disadvantaged persons and households. The City implemented several programs to help senior residents and coordinated with outside organizations to distribute grants to assist small businesses. Since April 2020, the City's Recreation & Community Services Department provides free groceries to adults 60 years and older at the Los Alamitos Community Center every Tuesday. Up to 120 participants are served at each distribution. The City also coordinated with agencies and organizations such as the county government and Small Business Association to offer various loan and grant programs including the California Relief Grant, The Restaurant Revitalization Fund, OC Emergency Rental Assistance Program, COVID-19 Layoff Aversion Support Fund Program and SafeDineOC Restaurant Program. In 2020, the City accepted applications for the Emergency Relief Small Business Grant Program in two phases, which ultimately awarded \$5,000 grants to 52 businesses. City staff coordinated with managers of the program, the Small Business Development Center (SBDC), to contact businesses to encourage application and assist with submittal and application review to confirm eligibility. In addition, the City regularly pushed out information for grant/loan opportunities offered by other entities via social media and email to those individuals subscribed to the City's weekly email blast. These programs help preserve jobs and reduce potential impacts to households that may suffer from unemployment during the pandemic.

The City actively promotes multi-modal transportation through planning. The City just completed its Active Transportation Plan (ATP, 2021), which based on local and regional planning documents, recommended pedestrian and bicycle treatments along 18 routes including the main corridors, Katella Avenue and Los Alamitos Boulevard, with detailed design guidelines. Implementation of the ATP will achieve myriad environmental, health, and economic benefits and also enhance the equity and mobility in the City.

2. Access to Opportunity

The TCAC Opportunity Areas identified in Figure D-1 were reviewed by the City, and one potentially inaccurate designation was identified. The western strip of the City is categorized as "Highest Resource" by TCAC/HCD, which contains the Los Alamitos Channel and Interstate 605 and has no development potential. Also, the area identified as "Moderate Resource" is in Census Tract 1101.13 which primarily falls within the City of Cypress' boundaries, and thus data for this tract may not accurately describe the portion in the City of Los Alamitos. The Los Alamitos portion of Tract 1101.13 consists of institutional/public, commercial and industrial developments. The Cypress portion consists of residential, commercial and institutional developments. Tract 1101.13 is primarily built out; in the Los Alamitos portion, the property in the northwestern corner



of Lexington Drive & Katella Avenue is underutilized and part of the property is identified for future housing development (see Sites 5a and 5b, Figure B-1).

In addition to the Composite Score of TCAC Opportunity Areas shown in Figure D-1, the City also analyzed individual scores for economic, education and environmental domains. The northern City (north of Katella Avenue) scores the highest in the economic domain (>0.75), which indicates more positive economic outcome. A small area in the northwestern corner scores lower (0.25-0.50, relatively less positive economic outcome) than the adjacent areas, likely due to its location in a tract (1101.17) that falls primarily in the City of Cypress. Tract 1100.14 south of Katella Avenue has a lower score of 0.43, while the southern City has a relatively high score of 0.73. Overall, the City has comparable or better economic outcomes in comparison to the neighboring jurisdictions.

The majority of the City scores the highest (>0.75) in the education domain, which indicates more positive education outcomes. The exception is the small area in the northwest corner of Ball Road & Bloomfield Street (located in Tract 1101.17) and the block north of Katella Avenue and east of Bloomfield Street (located in Tract 1101.13). The area in Tract 1101.17 scores 0.73 in the education domain, which is close to the bulk of the City. It is unclear why the block in Tract 1101.13 scores lower (0.44), because it contains an elementary school and middle school and no residential uses. Similar to other indices discussed above, the lower education score applies to the entire Tract 1101.13, which contains several residential areas in the City of Cypress and may not represent the Los Alamitos portion well. Overall, the City has comparable or better education outcomes in comparison to the neighboring jurisdictions.

The majority of the City scores the lowest in the environmental domain (<0.25), with the exception of the northwestern area in Tract 1101.17 (scores 0.58), the block in Tract 1101.13 (scores 0.32), and Tract 1100.14 (scores 0.32). These lower scores indicate less positive environmental outcomes, which are comparable to the City of Seal Beach to the south, but lower than other neighboring cities including Hawaiian Gardens, Cypress, Stanton, Westminster, and Garden Grove. Without more data and evidence, one speculative cause for the lower environmental scores in Los Alamitos and Seal Beach may be the Joint Forces Training Center and Naval Weapons Station.

The City's mid to higher range Jobs Proximity Index scores may be a benefit of the Joint Forces Training Center, as similar scores are observed in Seal Beach with the Naval Weapons Station. In contrast, the neighboring cities of Cypress, Garden Grove, Westminster, and Hawaiian Gardens all have areas with the lowest scores (<20 , furthest proximity). Currently, the western City has relatively lower Jobs Proximity Index scores



(40-60); the segregation and integration assessment also finds that certain areas in the western City have more lower income households. As noted, these areas will benefit from new development and redevelopment facilitated by the Los Alamitos Town Center Strategic Plan and the Katella + Los Alamitos Commercial Corridors Plan. These plans will facilitate better infrastructure and amenities in the Town Center and along Katella Avenue and Los Alamitos Boulevard, and provide higher residential densities than currently allowed in these areas, thereby providing a variety of housing products affordable to lower income households.

According to HUD data on version 3.0 of the Location Affordability Index (LAI), the City generally exhibits a homogenous pattern for transit cost and trips. For both owners and renters, the transit cost and trips are generally in the low range compared to the surrounding areas, except Tract 1100.14, which has slightly higher values for both transit cost and trips. This pattern is consistent with the relatively high Jobs Proximity Index scores in the City. The Orange County AI analyzed the low transportation cost index, for which higher scores indicate greater access to low cost transportation. There are no significant disparities between racial/ethnic groups in the low transportation cost index in most jurisdictions in Orange County, which is similar for the transit index score. As discussed above, new jobs and development opportunities facilitated by the Los Alamitos Town Center Strategic Plan and the Katella + Los Alamitos Commercial Corridors Plan could help lower the transit cost and trips for residents in Tract 1100.14 which is southwest of Katella Avenue and Los Alamitos Boulevard.

In summary, these findings may suggest that in the western City, including the Town Center area, jobs that are near housing may not meet the needs of the residents located there, creating a jobs/housing imbalance and lower job proximity. In addition, someone may be able to both work and live in an area with a good number of jobs; however, they may still only be able to access positions with low wages and find it hard to afford housing costs.

Currently, there is one affordable housing development in Los Alamitos for seniors aged 62 and over. Klein Manor, located in the northeast corner of Bloomfield Street & Katella Avenue, offers 71 apartment units including studios and one-bedroom units, as well as a few accessible units for the sensory/mobility impaired. Klein Manor is subsidized by the Housing Choice Voucher Program (Section 8) and charges approximately 30% of the resident income for rent. Klein Manor is located within walking distance of Laurel Park, hospitals and dental clinics, restaurants, retail and personal services along Katella Avenue. A bus stop served by OC Bus Route 50 is located just south of the community on Katella Avenue. Klein Manor is operated by the Retirement Housing Foundation and does not have an expiration date for its affordability (Section 8 rentals).



The lack of more affordable housing projects in the City is partly due to lack of City funding to develop or subsidize affordable housing. The City is taking a new approach on future affordable housing projects. Similar to many projects/cities in Southern California, the City will leverage City-owned lands and seek partnership with affordable housing developers. The developers will have access to Tax Credit and other programs through state and federal agencies and compete for these funds.

As described in the Land Resources section (Appendix B) of the Housing Element, the City is seeking development opportunities for the Arrowhead and Lampson Avenue properties to provide affordable housing. The City is also developing the Town Center Strategic Plan to encourage affordable housing in the Town Center, a high resource area. The Strategic Plan will allow up to 60 units per acre on certain sites and envisions mixed use developments to revive the town center, increase job opportunities and improve the jobs/housing balance.

The City has included Policy Action 4.7 to encourage diversity in housing choices in high opportunity areas such as Accessory Dwelling Units (ADUs) and Junior ADUs (JADUs). The City is also removing barriers to a variety of housing choices through zoning modification and creating a new zone to apply to certain high opportunity areas to allow higher densities (Policy Actions 4.4 and 4.5).

3. Disproportionate Housing Need and Displacement Risk

a. Overcrowding

As discussed earlier in the Housing Needs Analysis section (Table 2-30, Chapter 2) of this Housing Element, overcrowding is not a significant issue in the City of Los Alamitos. As of the 2015-2019 ACS, only 4.0% of all occupied units in the City are considered overcrowded, and renter units have a higher percentage (5.7%, 134 units) of overcrowding than owner units (1.9%, 33 units).

b. Homelessness

In 2019, there was one unsheltered homeless person in Los Alamitos according to the PIT Count for Orange County. Two emergency/transitional shelters serve specialized populations including homeless pregnant women and youth in the City. The City diverts the CDBG-CV funding toward annual shared costs for homeless shelters (North Orange County Service Planning Area). The City allows homeless shelters in the P-L-I (Planned Light Industrial) zone (with a CUP for more than 20 beds) and treats transitional and



supportive housing as a residential use subject only to those requirements of other residential uses in the same zone.

c. Overpayment

The median rent for a two-bedroom unit in Los Alamitos can be out of reach for very low-income renters, and a three-bedroom unit may be unaffordable to a low-income renter. As shown in Figure D-6, overpayment by renters in 2019 was not unique to the City of Los Alamitos and is a chronic issue to be addressed both locally and regionally. As is shown in Table 2-29 (Overpayment by Income Level, 2013-2017), as of the 2013-2017 CHAS, between both renters and owners, 70.4% of lower income households in Los Alamitos pay at least 30% of their income toward housing costs. Regionally, overpayment among renters is especially prevalent (>80%) in an unincorporated area north of the City of Garden Grove, City of Anaheim and City of Santa Fe Springs in Los Angeles County.

The rate of homeowners overpaying for housing is lower at 38.7% of all owner households in Los Alamitos, although the overpaying rate is higher for lower-income owners (47.9 percent). Overpayment increases the risk of displacement for residents who are no longer able to afford their housing costs. Regionally, overpayment among homeowners is generally lower than renters and below 60% for most of western Orange County. As shown in Figure D-7, while the majority of Los Alamitos has a homeowner overpayment rate below 40%, Census Tract 1100.14 in the central City has a higher overpayment rate (61.9%) compared to the neighboring cities of Cypress, Hawaiian Gardens, and Seal Beach. The City has included policy actions under Housing Strategy Area 4 to incentivize development of affordable housing and has included an action in Policy Action 3.3: Active Outreach to connect minority populations to lending programs for homeownership.



Figure D-6. Overpayment by Renters

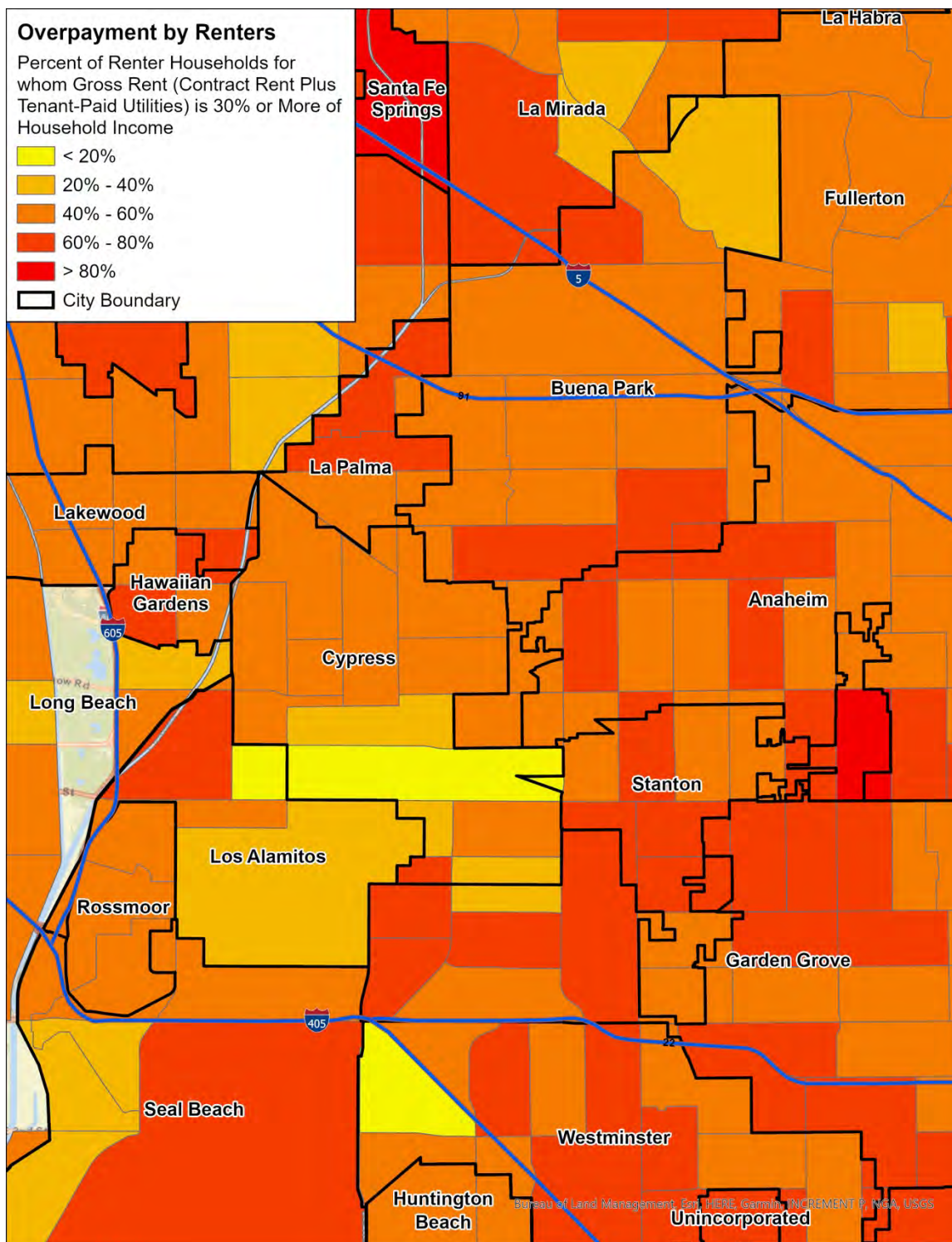
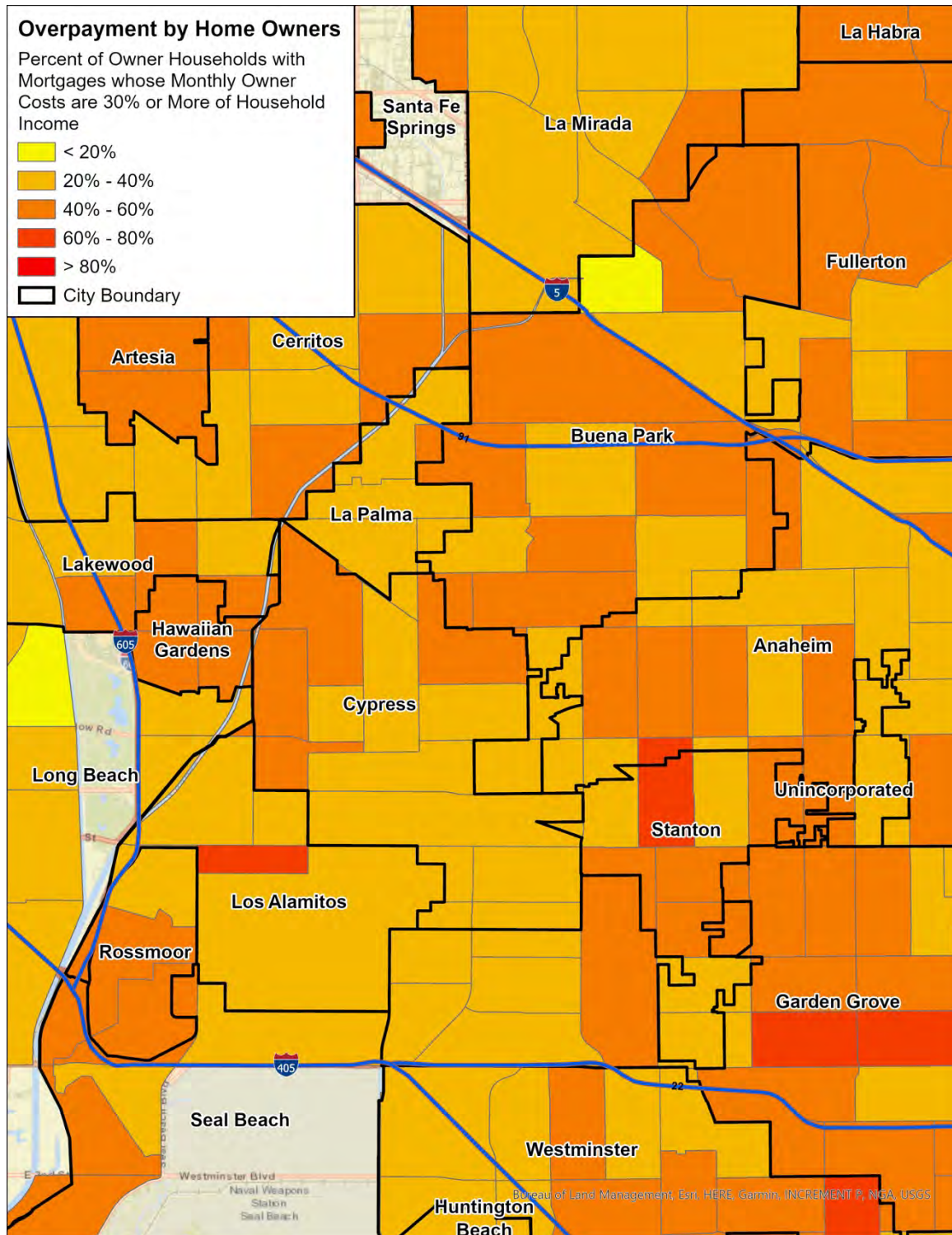




Figure D-7. Overpayment by Home Owners





d. Age and Condition of Housing Stock

In addition to extensive overpayment, nearly 88% of the housing stock in Los Alamitos is older than 30 years, with over half (56%) over 50 years old. The age of housing often indicates the need for some type of repair or rehabilitation. The City has not conducted a housing conditions survey within the last five years. The Code Enforcement Division monitors the condition of housing stock through proactive and complaint-based code enforcement. On average, the City sees approximately six residential units that require action from Code Enforcement on housing conditions annually. In the last five years (2017 to 2021), the City's Code Enforcement Division has issued 21 citations to single family homes, 10 citations to multi-family units, and one citation to mobile home parks related to substandard building/property conditions such as plumbing, roof damage, electrical, building, windows, HVAC, or property maintenance issues. Most of these property owners made the required repairs without financial assistance. There are around 12 citations pending investigation, inspection, or repair as of January 2022. On average, it is expected that 6 units may need rehabilitation each year, with a cumulative total of 18 units in need at any time. However, based on the recent Code Enforcement records, the City's housing stock are generally in good conditions; although some need repair and maintenance, it is unlikely to have units that need to be replaced.

According to Code Enforcement Division's records in 2017 to 2021, nearly half (15) of the 32 citations regarding housing conditions occurred in the Apartment Row neighborhood (Tract 1100.14), with more multi-family units cited than single-family units. Near a quarter (seven) of the citations occurred in Tract 1101.08, which include single-family units and a mobile home park. The remaining several citations were scattered around these tracts in the northern City. This pattern coincides with the findings in this fair housing assessment that Tract 1100.14 is considered vulnerable to urban displacement, has slightly higher percentage (12.6%) of population below poverty compared to the rest of the City (Figure D-4) and higher percentage (51.96%) of population with low to moderate income. The tract also has moderately high overpayment by renters (Figure D-6) and the highest overpayment by owners (Figure D-7). These conditions may indicate higher financial burdens for renters and owners to make necessary home repairs and improvements in the Apartment Row neighborhood. In the upcoming planning cycle, the City will encourage residents to apply for government programs such as Section 504 Home Repair program the federal Title I Property Improvement Loan Program and other rehabilitation programs that may be available from nonprofit housing organizations such as Habitat for Humanity (Policy Action 1.1 and 1.2).



While much of the housing stock has been deemed to be in decent, suitable condition in the City, the repair costs can be prohibitive such that the owner or renter live in unhealthy, substandard housing conditions or the renter is displaced if the house is designated as uninhabitable and the owner does not complete repairs. To prevent these situations, the City will continue the active code enforcement program and refer property owners to government programs that help fund home improvement and rehabilitation. The City will also consider offering incentives for acquisition and rehabilitation of multifamily properties on a case-by-case basis (Policy Action 1.3). The City will continue to collaborate with the County and local nonprofit organizations to target efforts in the rehabilitation, adaptive reuse, acquisition and COVID related assistance programs throughout the City and ensure equal access to the programs across all socioeconomic groups through information dissemination through multiple locations. (See Policy Actions 3.1 through 3.3 and 5.1).

e. Mortgage Loan Indicators

Data related to home loan applications is made available annually by the Consumer Financial Protection Bureau, through the Home Mortgage Disclosure Act (HMDA). The data is organized by census tracts rather than local jurisdictions, and thus the following analysis is based on census tracts located entirely within the City of Los Alamitos (1101.08, 1100.14, 1100.15¹). Among first mortgage loan applications originated in Los Alamitos in 2020, 51.5% were made to white applicants and 18.6% to Asian applicants. For 22.9% of loans issued, race data was not available. Among first mortgage loan applications originated in Los Alamitos in 2020, a small number were made to Black or African American (7, 1.3%), American Indian or Alaska Native (1, 0.2%), and Native Hawaiian or Other Pacific Islander (1, 0.2%) homebuyers. The percentages for white, Asian and Black or African American applicants are lower than the corresponding race distribution of Los Alamitos. Considering the 22.9% of loans with unavailable data on race and geographical area covered in the analysis, the pattern is consistent with the City-wide race distribution. HMDA data combines data on Hispanic or Latino identity within other race categories; approximately 5% (27) of 538 loan applications that were originated went to borrowers identifying as Hispanic or Latino. The majority (35, 55.6%) of the 63 loan applications that were denied were denied to white applicants (including 7 borrowers that also identified as Hispanic or Latino). Ten (15.9%) applications were denied to Asian borrowers, and one (1.6%) was denied to borrowers identified as American Indian or Alaska Native.

In 2019, the origination rate to white applicants was slightly higher than in 2020, with 59.1% of the 242 loans originated for home purchases going to white residents. Black or

¹ Part of Tract 1100.15 is in City of Cypress but contains non-residential developments only and thus will not affect home loan data.



African American (0.8%, or 2 loans) and Asian (16.9%, or 41 loans) residents had slightly lower percentages of loans originated. The American Indian or Alaska Native group had the same number of loans as in 2020, though the percentage was marginally higher than 2020 (0.4%, or 1 loan). Race data was not available for 19.4% of first mortgage loans originated. Of the 35 first mortgage loans that were denied in 2019, 65.7% were denied to white applicants (23 loans, including 3 borrowers that also identified as Hispanic or Latino). Five (14.3%) applications were denied to Asian borrowers. Approximately 7.4% of loans originated and 1.7% of loans denied were for applicants who identify as Hispanic or Latino, though these loans are also counted within other race categories. Through Policy Actions 3.1 through 3.3 and 5.1, the City will support agencies and nonprofit groups to ensure equal access to lending programs for people in protected classes including race, color, national origin, religion, sex, age, or disability.

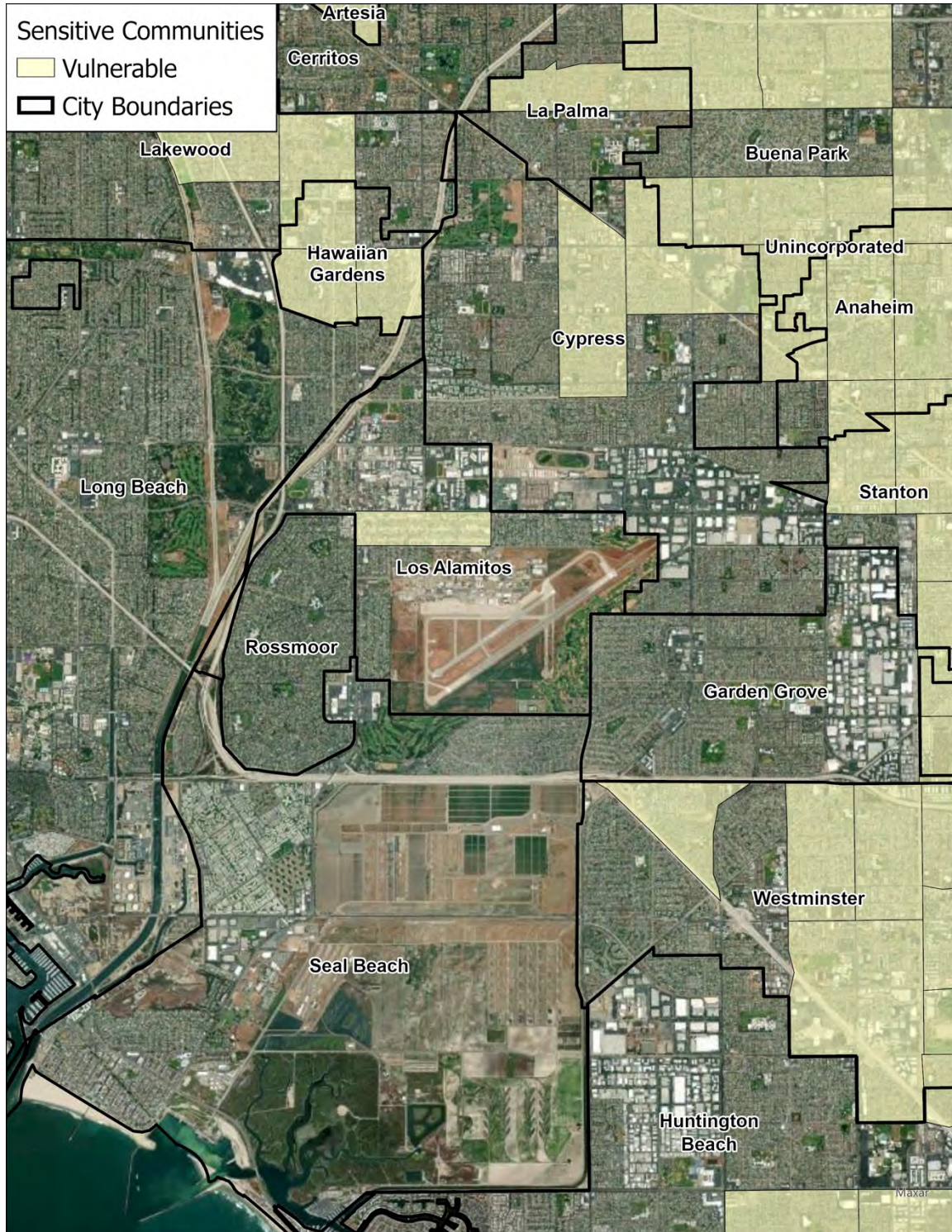
f. Displacement Risk

The Urban Displacement Project (UDP) is a research and action initiative of the University of California Berkeley and the University of Toronto. UDP conducts community-centered, data-driven, applied research toward more equitable and inclusive futures for cities, and contributed the Sensitive Communities map to HCD's AFFH Data Viewer. Communities are designated sensitive if "they currently have populations vulnerable to displacement in the event of increased redevelopment and drastic shifts in housing cost." The following characteristics define vulnerability:

- Share of very low-income residents is above 20%; and
- The tract meets two of the following criteria:
 - Share of renters is above 40%,
 - Share of people of color is above 50%,
 - Share of very low-income households (50% AMI or below) that are severely rent burdened households is above the county median,
 - They or areas in close proximity have been experiencing displacement pressures (percent change in rent above County median for rent increases), or
 - Difference between tract median rent and median rent for surrounding tracts above median for all tracts in county (rent gap).



Figure D-8. Sensitive Communities – Urban Displacement Project





The Sensitive Communities – Urban Displacement Project map (Figure D-8) identified only one census tract (Tract 1100.14) that is considered vulnerable to urban displacement in and adjacent to the City. Tract 1100.14 has a slightly higher percentage (12.6%) of population with annual income below poverty level compared to the rest of the City (below 10%) (Figure D-4) and over half the population with low to moderate income (51.96%). In the City, part of Tract 1100.14 scores lower on the Jobs Proximity Index, and the tract has moderately high overpayment by renters (Figure D-6) and the highest overpayment by owners (Figure D-7). Tract 1100.14 is fully built out, but has some potential for redevelopment, including for mixed-use residential and affordable housing units. Sites 3, 4a and 4b in the Sites Inventory are located in this tract, with a potential for 20 lower and moderate income units in a mixed-income development scenario with 115 units in total consistent with the Town Center Strategic Plan. These future developments facilitated by the Town Center Strategic Plan will help alleviate displacement risks for lower income residents in the vulnerable Tract 1100.14.

In 2016 to 2018, the University of California Los Angeles team on the Urban Displacement Project developed a neighborhood change database to illuminate where neighborhood transformations are occurring and to identify areas that are vulnerable to gentrification and displacement in Los Angeles, Orange, and San Diego Counties. Based on 2015 data from the American Community Survey on these counties, Orange County exhibited the greatest share of neighborhoods that were considered “disadvantaged” and potentially susceptible to gentrification (~43%). Using 2018 ACS data, an updated neighborhood change map was produced which also identify COVID-19-related risk. The 2018 map reveals that Orange County had the highest rates of exclusion, with 55% of tracts exhibiting either exclusion risk or ongoing exclusion. 29% of tracts in Orange County were classified as Stable/Advanced Exclusive, the highest level of exclusion.

The 2018 neighborhood change map showed that the City of Los Alamitos north of and including Tract 1100.14 is identified as at risk of becoming inclusive, whereas the southern City is identified as stable/advanced exclusive. Criteria for “at risk of becoming inclusive” include moderate, mixed moderate, mixed high, or high-income tract in 2018; housing affordable to middle, high, mixed moderate, and mixed high-income households in 2018; and marginal change or increase in housing costs. Criteria for “stable/advanced exclusive” include high-income tract in 2000 and 2018; affordable to high or mixed high-income households in 2018; and marginal change, increase, or rapid increase in housing costs. As shown in Table B-2 and Figure B-1 in Appendix AB, Site 6 in the Sites Inventory is in the “stable/advanced exclusive” area, which is expected to have a total of 246 units affordable to every income level, and Sites 1 through 5b are in areas “at risk of becoming inclusive”, which are expected to be mixed-income developments with a total of 558 units affordable to every income level. The Sites Inventory in synergy



with the Town Center Strategic Plan and the Katella + Los Alamitos Commercial Corridors Plan will be able to increase job opportunities in areas at risk of becoming inclusive and facilitate affordable housing development, especially in mixed-income style, which will in turn promote a more inclusive community for residents with various income levels and housing needs.

4. Enforcement and Outreach Capacity

The City conducts periodical reviews of its policies and Municipal Code to comply with state law on fair housing, and provides support for fair housing complaints as they arise to enforce fair housing.

While the City of Los Alamitos regularly updates its policies and codes to reflect changes in state law, it has not completed a City-wide Fair Housing Assessment or comprehensive review of zoning laws and policies to ensure compliance with fair housing law. Examples of fair housing law that were recently updated include Density Bonus Law (Gov. Code, § 65915.), No-Net-Loss Law (Gov. Code, § 65863), and Housing Element Law (Gov. Code, § 65583, esp. subds. (c)(5), (c)(10).) The City is set to meet housing element deadlines and will prioritize programs with action items on update of the zoning ordinance to facilitate housing and comply with state fair housing laws. The City has included actions under Housing Strategy Area 4 to create a new residential zone (R4) and apply it to two sites in the Vacant Land Inventory and modify the Town Center Mixed Use zone to allow higher densities (up to 60 units/acre). To address zoning code provisions that may be out of date, several policy actions were amended to encourage accessory dwelling units and ensure zoning standards consistent with state law (4.7) and update homeless shelter provisions to comply with AB 101 (Low-Barrier Navigation Centers, 4.6). Policy Action 4.8 calls for an assessment of needed changes in the Zoning Code and completion within a year of adoption of the Housing Element. During this review, the City will ensure that the Zoning Code and land use policies comply with state laws and policies, with a particular focus on fair housing related regulations to encourage patterns of integration, allow a variety of housing types to meet all needs, and provide accommodations for protected classes.

Apart from zoning and development standards, fair housing issues may occur during rental, lending and purchase of housing, including discriminatory behaviors by landlords, lenders, and real estate agents. Typical cases range from refusal to allow service animals or grant reasonable accommodation requests to selective showing of property listings based on familial status, sex, religion, or other protected class. The City complies with fair housing law on investigating such complaints by referring discrimination cases to the Fair Housing Council of Orange County (FHCOC). The FHCOC is a non-profit organization approved by HUD that works to eliminate housing discrimination and guarantee the



rights of all people to freely choose the housing for which they qualify in the area they desire. FHCOC's services include comprehensive community education, individual counseling, mediation, and low-cost advocacy. In Los Alamitos during the 2014-2021 planning period, a total of three complaints were filed, two based on disability and the other one based on familial status. The race/ethnicity distribution data shows that two of the records were filed by persons identified as "White" and the other was filed by persons identified as "Asian". Additional details including case status/outcome were not provided on these records, and given the limited number they are inconclusive to identify any patterns.

HUD's Region IX Office of Fair Housing and Equal Opportunity (FHEO) provided case records for Los Alamitos in July 2021. Four fair housing cases were filed with their office during the previous planning period, two based on disability, one based on familiar status, and the other based on sex and retaliation. Two of these cases were closed due to no cause determination, and another was closed because complainant withdrew without resolution. The other case was closed with conciliation/successful settlement, and issues were discrimination in terms/conditions/privileges relating to rental and failure to make reasonable accommodation. All four cases were handled through the Fair Housing Assistance Program (FHAP), in which HUD funds state and local agencies that administer fair housing laws that HUD has determined to be substantially equivalent to the Fair Housing Act. California Department of Fair Employment and Housing (DFEH) is the only certified agency for FHAP in California. Because state law has additional protected classes than federal law, DFEH may have additional case records. A request was made in July to DFEH, and records on closed cases were provided on September 10, 2021. Of the eight closed cases in Los Alamitos during 2014-2021, half were filed on a basis of familial status (children). Three of these familial cases were settled by enforcement, and one was closed due to no cause determination. The other four cases were filed on a variety of bases, including source of income, engagement in protected activity, marital status, national origin, race and sex-gender. Three of the four cases were closed after investigation and dismissed for insufficient evidence and/or no jurisdiction; the one case filed on source of income was settled by Dispute Resolution Division (DFEH staff) through voluntary mediation.

According to the AFFH Data Viewer, there was only one FHEO inquiry in Los Alamitos during 2013-2021, which had no valid basis. This low number is similar to the neighboring cities in Orange County, and also consistent with the overall low number of cases per one thousand population. Orange County had fewer total FHEO cases in 2020 compared to 2010, and a lower percentage with race bias, but a slightly higher percentage with disability bias. The number of case records and their outcome indicate sufficient enforcement capacity by multiple agencies and a low potential for any



patterns or concentrations of fair housing issues in the City of Los Alamitos. However, the regional trend suggests a higher potential for discrimination against disabled persons. According to the Orange County Analysis of Impediments to Fair Housing Choice (County AI, April 2020), during 2015-2019, FHCOC received 52 inquiries regarding reasonable accommodations and modifications that resulted in casework beyond basic counseling. The County AI identified contributing factors to fair housing issues including lack of assistance for housing accessibility modifications. To meet the fair housing goal of increasing community integration for persons with disabilities, jurisdictions should provide tenant application assistance and support to persons with disabilities. According to the County AI and records from local and regional service providers, there are no past or current findings, lawsuits, enforcement actions, settlements or judgments related to fair housing and civil rights in Los Alamitos. The City continues to work with agencies and local organizations to affirmatively further fair housing through outreach, referrals and support services (Policy Actions 3.2 and 3.3), with a focus on disabled residents.

C. Site Inventory

Los Alamitos is a small city (4.3 square miles) in northern Orange County. The Joint Forces Training Base takes up near half (48%) of the City area in the south. The City is essentially built out as a tightly knitted community with houses, apartments, businesses, public/institutional uses and open space. There is virtually no vacant land except for redevelopment.

As shown in the inventory map (Figure B-1, Appendix B), the sites identified for the inventory are distributed across the City to the extent possible and within different zoning districts, encouraging a mix of housing types across the City. The sites' zoning designations include Town Center Mixed Use, Planned Light Industrial, and Community Facilities, and sites in the latter two zones are proposed to be rezoned to a new residential zone (R-4, allowing 30-36 units/acre). Most of the sites identified for this Housing Element will result in small scaled planned development for both market price and affordable housing for lower and moderate income levels. The larger sites (Sites 5 & 6) will contain a variety of products for all income categories including above moderate income, which combats patterns of segregation and concentrations of poverty by encouraging mixed income neighborhoods with a variety of housing types to meet the needs of all residents.

1. Integration and Segregation: Race and Income

As noted, there is no area of identified segregation in or near Los Alamitos, and sites in the inventory are in areas with various diversity ratings (Figure D-2). Sites 3, 4a and 4b



are in Census Tract 1100.14, which has slightly lower income (<\$87,100), over half of the population with low to moderate income (LMI), and a slightly higher percentage of population below poverty (12.6%). Tract 1100.14 also has the highest homeowner overpayment rate (61.9%) in the City. Sites 3, 4a and 4b are expected to result in mixed-income development, with a total of 20 units affordable to lower and moderate income households out of a maximum of 115 units. Such development scenarios will expand affordable housing supply for households in need and alleviate overpayment in the high resource area.

Other sites in the inventory are in the higher and highest income areas (>\$87,100 or >\$125,000). Almost all these sites will be developed in a mixed income pattern with both affordable and market price housing. The expected total yield of affordable units for lower and moderate income households is 464, which accounts for near half of the total maximum units (1,050) on these sites. Using the mixed-income approach to meet the RHNA and provide affordable housing, the Land Inventory is not expected to exacerbate any existing patterns of segregation based on race and income, but will rather promote a more economically diverse and integrated community.

2. Access to Opportunity

The City reviewed the opportunity area map prepared by HCD and TCAC (Figure D-1) when selecting sites for affordable housing. The opportunity area map delineates areas across the state where research has shown there is support for positive economic, educational, and health outcomes for low-income families—particularly long-term outcomes for children. As discussed above, the City also incorporated local knowledge to reconsider the designations and descriptions of areas in the City. Using the statewide opportunity area map with local knowledge input, indicators of segregation, displacement risk, and access to opportunity as overlays to the City's redevelopment/vacant land inventory, the City was able to identify sufficient sites for Los Alamitos' sixth cycle inventory in areas identified by TCAC/HUD as either "High Resource" or "Moderate Resource" areas, with the same proximity to jobs as other areas in the City (see Appendix B Land Resources and Table B-2). While some sites currently have medium scores (40-60) on the Job Proximity Index, as noted above, they will benefit from future development in those areas under the Town Center Strategic Plan and Katella + Los Alamitos Commercial Corridors Plan. Of the sites identified as appropriate for the lower-income category, only one is in a "Moderate Resource" area. There are no identified segregation areas in the City.

All but two sites are located in the Town Center, which shows concentration of low to moderate income populations in certain areas and a relatively high percentage of



overpayment for housing by renters. However, the Town Center is well served by the OC Transit Bus Routes (42, 50 and 701 along Katella Avenue and Los Alamitos Boulevard) and residents will enjoy close proximity and easy access to schools, public services, healthcare facilities and shopping and other amenities. The Town Center sites are located in the Town Center Strategic Plan planning area, and the Strategic Plan provides design guidelines on multi-modal transportation to enhance local connectivity for all segments of the population. These sites are also near multiple parks, such as Laurel Park, Little Cottonwood Park and Rossmoor Park. Therefore, the location of housing sites in the Town Center affirmatively furthers fair housing through close proximity to job opportunities, transit access and other neighborhood serving amenities, which can reduce the overall cost of living for lower-income households. The Los Alamitos Elementary School, McAuliffe Middle School, Oak Middle School, and Los Alamitos High School are also located nearby within a half-mile radius, which provide excellent educational opportunities in the area.

The site currently occupied by Arrowhead Products is located approximately one mile east of the Town Center on Katella Avenue (Sites 5a and 5b, Figure B-1). This site is also within a half-mile radius to multiple schools and parks, and served by OC Bus Route 50 along Katella Avenue. On the southern side of the City, the site on Lampson Avenue is designated for future housing development in the sites inventory (Site 6, Figure B-1). While Site 6 is located farther from schools than the other sites in the inventory, it is close to several parks and approximately one mile east of neighborhood serving retail and restaurants in Rossmoor.

The City also assessed environmental constraints for the sites identified for housing. None of the sites fall within or near fire hazard zones. All housing sites in the City are located outside the 100-year special flood hazard areas. None of the sites are within or near any identified geological hazard zones that cannot be mitigated with standard construction techniques. With the implementation of standard requirements such as site-specific geotechnical studies, the sites identified in the land inventory will not subject future residents to any environmental hazards. There are no utility service gaps on the sites identified for future housing. Evidence provided by the HUD tables and maps reveal there are no disparities in access to environmentally healthy neighborhoods, as the City generally has less positive environmental outcomes. Compared to the neighboring cities, like Seal Beach with the Naval Weapons Station, Los Alamitos scores lower in the environmental domain likely due to the presence of the air base. Overall, the Land Inventory is expected to improve access to opportunities for households in need by increasing affordable housing stock in mostly high and also moderate resource areas which score mid- to high range on the Jobs Proximity Index.



3. Disproportionate Housing Needs

The fair housing assessment has identified a need for units with at least two bedrooms that are affordable to lower income households, especially in Tract 1100.14 and the area further north. Areas northwest and southeast of Katella Avenue and Los Alamitos Boulevard (part of Tract 1101.08 and Tract 1100.14) generally have lower median income, higher percentage of low to moderate income (LMI) population and renters that experience overpayment. Tract 1100.14 is also identified as a sensitive community to displacement. The City has utilized the Katella + Los Alamitos Commercial Corridors Plan and is in the process of developing the Town Center Strategic Plan to revitalize the Town Center area and the corridors along Katella Avenue and Los Alamitos Boulevard. Redevelopment and infrastructure improvements facilitated by these plans will introduce various job and housing opportunities in the central and northern City. The City encourages affordable housing development through incentives such as density bonus provisions and zoning changes to allow higher density in the Town Center and other sites designated for housing (Policy Action 4.1, 4.4 & 4.5). The Land Inventory and accompanying programs are expected to increase affordable housing supply and meet the diverse needs of all segments of the community.

D. Contributing Factors

Based on discussions with affordable housing developers, community organizations, and the assessment of fair housing issues, the City identified several factors that contribute to fair housing issues in Los Alamitos, including:

- Low vacancy rates in rental and owner housing units and lack of affordable housing options for non-senior residents;
- Displacement due to various conditions, for example, COVID-19 resulted in an economic depression and income reduction/loss for many households. Other causes of displacement include increases in rental costs and lack of varied housing stock;
- Age of housing and the cost of repairs where needed; and
- Potential housing discrimination during the rental/leasing process, particularly against families with children and persons with disabilities.

This assessment identified the primary barrier to fair housing and equal access to opportunity is the supply of a variety of housing types at affordable prices. These contributing factors generally stem from limited housing supply and options due to cost. In response, the City has prioritized facilitating development of affordable housing and preventing discriminatory practices through outreach to further fair housing. To address



potential housing discrimination, the Housing Strategy Area 3 and associated policy actions are dedicated to affirmatively furthering fair housing and taking meaningful actions that address various housing needs and access to opportunity for all groups protected by state and federal law. Additionally, the City has incorporated policy actions to address factors that contribute to fair housing issues, as stated in this assessment. (See Policy Actions 1.1, 1.2, 2.2, 4.1 through 4.7, 5.1 through 5.3)



APPENDIX AE

GLOSSARY OF TERMS

Above-Moderate-Income Household. A household with an annual income usually greater than 120% of the area median family income adjusted by household size, as determined by a survey of incomes conducted by a city or a county, or in the absence of such a survey, based on the latest available legibility limits established by the U.S. Department of housing and Urban Development (HUD) for the Section 8 housing program.

Apartment. An apartment is one (1) or more rooms in an apartment house or dwelling occupied or intended or designated for occupancy by one (1) family for sleeping or living purposes and containing one (1) kitchen.

Assisted Housing. Generally multi-family rental housing, but sometimes single-family ownership units, whose construction, financing, sales prices, or rents have been subsidized by federal, state, or local housing programs including, but not limited to Federal state, or local housing programs including, but not limited to Federal §8 (new construction, substantial rehabilitation, and loan management set-asides), Federal §s 213, 236, and 202, Federal §221 (d) (3) (below-market interest rate program), Federal §101 (rent supplement assistance), CDBG, FmHA §515, multi-family mortgage revenue bond programs, local redevelopment and in lieu fee programs, and units developed pursuant to local inclusionary housing and density bonus programs.

Assessment of Fair Housing. AB 686 requires that all housing elements due on or after January 1, 2021, contain an Assessment of Fair Housing (AFH) consistent with the core elements of the analysis required by the federal Affirmatively Furthering Fair Housing (AFFH) Final Rule of July 16, 2015. Under state law, AFFH means “taking meaningful actions, in addition to combatting discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics.”

Below-market-rate (BMR). Any housing unit specifically priced to be sold or rented to low- or moderate-income households for an amount less than the fair-market value of the unit. Both the State of California and the U.S. Department of Housing and Urban Development set standards for determining which households qualify as “low income” or “moderate income.” (2) The financing of housing at less than prevailing interest rates.



Build-out. That level of urban development characterized by full occupancy of all developable sites in accordance with the General Plan; the maximum level of development envisioned by the General Plan. Build-out does not assume that each parcel is developed to include all floor area or housing units possible under zoning regulations.

Community Development Block Grant (CDBG). A grant program administered by the U.S. Department of Housing and Urban Development (HUD) on a formula basis for entitlement communities and by the State Department of Housing and Community Development (HCD) for non-entitled jurisdictions. This grant allots money to cities and counties for housing rehabilitation and community development, including public facilities and economic development

Condominium. A structure of two or more units, the interior spaces of which are individually owned; the balance of the property (both land and building) is owned in common by the owners of the individual units. (See "Townhouse.")

Covenants, Conditions, and Restrictions (CC&Rs). A term used to describe restrictive limitations that may be placed on property and its use, and which usually are made a condition of holding title or lease.

Deed. A legal document which affects the transfer of ownership of real estate from the seller to the buyer.

Density Bonus. The allocation of development rights that allow a parcel to accommodate additional square footage or additional residential units beyond the maximum for which the parcel is zoned, usually in exchange for the provision or preservation of an amenity at the same site or at another location.

Density, Residential. The number of permanent residential dwelling units per acre of land. Densities specified in the General Plan may be expressed in unites per gross acre or per net developable acre.

Developable Land. Land that is suitable as a location for structures and that can be developed free of hazards to, and without disruption of, or significant impact on, natural resource areas.



Down Payment. Money paid by a buyer from his own funds, as opposed to that portion of the purchase price which is financed.

Duplex. A detached building under single ownership that is designed for occupation as the residence of two families living independently of each other.

Dwelling Unit (du). A building or portion of a building containing one or more rooms, designed for or used by one family for living or sleeping purposes, and having a separate bathroom and only one kitchen or kitchenette. See Housing Unit.

Elderly Housing. Typically one- and two-bedroom apartments or condominiums designed to meet the needs of persons 62 years of age and older or, if more than 150 units, persons 55 years of age and older, and restricted to occupancy by them.

Emergency Shelter. A facility that provides immediate and short-term housing and supplemental services for the homeless. Shelters come in many sizes, but an optimum size is considered to be 20 to 40 beds. Supplemental services may include food, counseling, and access to other social programs. (See “Transitional Housing.”)

Extremely Low-Income Household. A household with an annual income equal to or less than 30% of the area median family income adjusted by household size, as determined by a survey of incomes conducted by a city or a county, or in the absence of such a survey, based on the latest available eligibility limits established by the U.S. Department of Housing and Urban Development (HUD) for the Section 8 housing program.

Fair Market Rent. The rent, including utility allowances, determined by the United States Department of Housing and Urban Development for purposed of administering the Section 8 Existing Housing Program.

Family. (1) Two or more persons related by birth, marriage, or adoption [U.S. Bureau of the Census]. (2) An Individual or a group of persons living together who constitute a bona fide single-family housekeeping unit in a dwelling unit, not including a fraternity, sorority, club, or other group of persons occupying a hotel, lodging house or institution of any kind [California].

General Plan. A comprehensive, long-term plan mandated by State Planning Law for the physical development of a city or county and any land outside its boundaries which, in its judgment, bears relation to its planning. The plan shall consist of seven required elements: land use, circulation, open space, conservation, housing, safety, and noise. The plan must include a statement of development policies and a diagram or diagrams illustrating the policies.



Goal. A general, overall, and ultimate purpose, aim, or end toward which the City will direct effort.

Green Building. Green or sustainable building is the practice of creating healthier and more resource-efficient models of construction, renovation, operation, maintenance, and demolition. (US Environmental Protection Agency)

Historic Preservation. The preservation of historically significant structures and neighborhoods until such time as, and in order to facilitate, restoration and rehabilitation of the building(s) to a former condition.

Historic Property. A historic property is a structure or site that has significant historic, architectural, or cultural value.

Household. All those persons—related or unrelated—who occupy a single housing unit. (See “Family.”)

Housing and Community Development Department (HCD). The State agency that has principal responsibility for assessing, planning for, and assisting communities to meet the needs of low-and moderate-income house holds.

Housing Element. One of the seven State-mandated elements of a local general plan, it assesses the existing and projected housing needs of all economic segments of the community, identifies potential sites adequate to provide the amount and kind of housing needed, and contains adopted goals, policies, and implementation programs for the preservation, improvement, and development of housing. Under State law, Housing Elements must be updated every eight years.

Housing Payment. For ownership housing, this is defined as the mortgage payment, property taxes, insurance and utilities. For rental housing this is defined as rent and utilities.

Housing Ratio. The ratio of the monthly housing payment to total gross monthly income. Also Called Payment-to-Income Ratio or Front-End Ratio.

Housing Unit. The place of permanent or customary abode of a person or family. A housing unit may be a single-family dwelling, a multi-family dwelling, a condominium, a modular home, a mobile home, a cooperative, or any other residential unit considered real property under State law.



Housing and Urban Development, U.S. Department of (HUD). A cabinet-level department of the federal government that administers housing and community development programs.

Implementing Policies. The City's statements of its commitments to consistent actions.

Implementation. Actions, procedures, programs, or techniques that carry out policies.

Infill Development. The development of new housing or other buildings on scattered vacant lots in a built-up area or on new building parcels created by permitted lot splits.

Jobs-Housing Balance. A ration used to describe the adequacy of the housing supply within a defined area to meet the needs of persons working within the same area. The General Plan uses SCAG's definition which is a job total equal to 1.2 times the number of housing units within the area under consideration.

Land Use Classification. A system for classifying and designating the appropriate use of properties.

Live-Work Units. Buildings or spaces within buildings that are used jointly for commercial and residential purposes where the residential use of the space is secondary or accessory to the primary use as a place of work.

Low-Income Household. A household with an annual income usually no greater than 51%-80% of the area median family income adjusted by household size, as determined by a survey of incomes conducted by a city or a county, or in the absence of such a survey, based on the latest available eligibility limits established by the U.S. Department of Housing and Urban Development (HUD) for the §8 housing program.

Low-income Housing Tax Credits. Tax reductions provided by the federal and State governments for investors in housing for low-income households.

Manufactured Housing. Residential structures that are constructed entirely in the factory, and which since June 15, 1976, have been regulated by the federal Manufactured Home Construction and Safety Standards Act of 1974 under the administration of the U. S. Department of Housing and Urban Development (HUD).

Mixed-use. Properties on which various uses, such as office, commercial, institutional, and residential, are combined in a single building or on a single site in an integrated development project with significant functional interrelationships and a coherent physical design. A "single site" may include contiguous properties.



Moderate-income Household. A household with an annual income usually no greater than 81%-120% of the area median family income adjusted by household size, as determined by a survey of incomes conducted by a city or a county, or in the absence of such a survey, based on the latest available eligibility limits established by the U.S. Department of Housing and Urban Development (HUD) for the Section 8 housing program.

Monthly Housing Expense. Total principal, interest, taxes, and insurance paid by the borrower on a monthly basis. Used with gross income to determine affordability.

Multiple Family Building. A detached building designed and used exclusively as a dwelling by three or more families occupying separate suites.

Ordinance. A law or regulation set forth and adopted by a governmental authority, usually a city or county.

Overcrowding Housing Unit. A housing unit in which the members of the household, or group are prevented from the enjoyment of privacy because of small room size and housing size. The U.S. Bureau of Census defines an overcrowded housing unit as one which is occupied by more than one person per room.

Parcel. A lot or tract of land.

Planning Area. The area directly addressed by the general plan. A city's planning area typically encompasses the city limits and potentially annexable land within its sphere of influence.

Policy. A specific statement of principle or of guiding actions that implies clear commitment but is not mandatory. A general direction that a governmental agency sets to follow, in order to meet its objectives before undertaking an action program. (See "Program.")

Poverty Level. As used by the U.S. Census, families and unrelated individuals are classified as being above or below the poverty level based on a poverty index that provides a range of income cutoffs or "poverty thresholds" varying by size of family, number of children, and age of householder. The income cutoffs are updated each year to reflect the change in the Consumer Price Index.



Program. An action, activity, or strategy carried out in response to adopted policy to achieve a specific goal or objective. Policies and programs establish the “who,” “how” and “when” for carrying out the “what” and “where” of goals and objectives.

Redevelop. To demolish existing buildings; or to increase the overall floor area existing on a property; or both; irrespective of whether a change occurs in land use.

Regional. Pertaining to activities or economies at a scale greater than that of a single jurisdiction, and affecting a broad geographic area.

Regional Housing Needs Assessment. A quantification by SCAG of existing and projected housing need, by household income group, for all localities within a region.

Rehabilitation. The repair, preservation, and/or improvement of substandard housing.

Residential. Land designated in the General Plan and zoning ordinance for building consisting of dwelling units. May be improved, vacant, or unimproved. (See “Dwelling Unit.”)

Residential Care Facility. A facility that provides 24-hour care and supervision to its residents.

Residential, Multiple Family. Usually three or more dwelling units on a single site, which may be in the same or separate buildings.

Residential, Single-Family. A single dwelling unit on a building site.

Retrofit. To add materials and/or devices to an existing building or system to improve its operation, safety, or efficiency. Buildings have been retrofitted to use solar energy and to strengthen their ability to withstand earthquakes, for example.

Rezoning. An amendment to the map to effect a change in the nature, density, or intensity of uses allowed in a zoning district and/or on a designated parcel or land area.

Second Unit. A self-contained living unit, either attached to or detached form, and in addition to, the primary residential unit on a single lot. “Granny Flat” is one type of second unit.

Section 8 Rental Assistance Program. A federal (HUD) rent-subsidy program that is one of the main sources of federal housing assistance for low-income households. The



program operates by providing “housing assistance payments” to owners, developers, and public housing agencies to make up the difference between the “Fair Market Rent” of a unit (set by HUD) and the household’s contribution toward the rent, which is calculated at 30% of the household’s adjusted gross monthly income (GMI). “Section 8” includes programs for new construction, existing housing, and substantial or moderate housing rehabilitation.

Shared Living. The occupancy of a dwelling unit by persons of more than one family in order to reduce housing expenses and provide social contact, mutual support, and assistance. Shared living facilities serving six or fewer persons are permitted in all residential districts by §1566.3 of the California Health and Safety Code.

Single-family Dwelling, Attached. A dwelling unit occupied or intended for occupancy by only one household that is structurally connected with at least one other such dwelling unit. (See “Townhouse.”)

Single-family Dwelling, Detached. A dwelling unit occupied or intended for occupancy by only one household that is structurally independent from any other such dwelling unit or structure intended for residential or other use. (See “Family.”)

Single Room Occupancy (SRO). A single room, typically 80-250 square feet, with a sink and closet, but which requires the occupant to share a communal bathroom, shower, and kitchen.

Subsidize. To assist by payment of a sum of money or by the granting to terms or favors that reduces the need for monetary expenditures. Housing subsidies may take the forms or mortgage interest deductions or tax credits from federal and/or state income taxes, sale or lease at less than market value of land to be used for the construction of housing, payments to supplement a minimum affordable rent, and the like.

Substandard Housing. Residential dwellings that, because of their physical condition, do not provide safe and sanitary housing.

Supportive Housing. Housing with no limit on length of stay, that is occupied by the target population as defined in California Health and Safety Code Section 53260(d), and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. “Target population” means adults with low incomes having one or more disabilities, including mental illness, HIV or AIDS, substance abuse, or other chronic health conditions, or individuals eligible for



services provided under the Lanterman Developmental Disabilities Services Act and may, among other populations, include families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, or homeless people. [California Health and Safety Code Sections 50675.14(b) and 53260(d)]

Target Areas. Specifically designated sections of the community where loans and grants are made to bring about a specific outcome, such as the rehabilitation of housing affordable by Very-Low and Low-income households.

Tax Increment. Additional tax revenues that result from increases in property values within a redevelopment area. State law permits the tax increment to be earmarked for redevelopment purposes but requires at least 20% to be used to increase and improve the community's supply of very low and low income housing.

Tenure. A housing unit is "owned" if the owner or co-owner lives in the unit, even if it is "owned" only if it is mortgaged or not fully paid for. A cooperative or condominium unit is "owned" only if the owner or co-owner lives in it. All other occupied units are classified as "rented," including units rented for cash rent and those occupied without payment of cash rent.

Townhouse. A townhouse is a dwelling unit located in a group of three (3) or more attached dwelling units with no dwelling unit located above or below another and with each dwelling unit having its own exterior entrance.

Transitional Housing. Shelter provide to the homeless for an extend period, often as long as 18 months, and generally integrated with other social services and counseling programs to assist in the transition to self-sufficiency through the acquisition of a stable income and permanent housing. (See "homeless" and "Emergency Shelter.")

Undevelopable. Specific areas where topographic, geologic, and/or superficial soil conditions indicate a significant danger to future occupants and a liability to the City are designated as "undevelopable" by the City.

**Acronyms Used**

ACS:	American Community Survey
AFFH:	Affirmatively Furthering Fair Housing
BMPs:	Best Management Practices
CALTRANS:	California Department of Transportation
CEQA:	California Environmental Quality Act
CIP:	Capital Improvement Program
DIF:	Development Impact Fee
DU/ac:	Dwelling units per acre
EDD:	California Employment Development Department
FAR:	Floor Area Ratio
FEMA:	Federal Emergency Management Agency
HCD:	Department of Housing and Community Development
HOA:	Homeowners Association
HUD:	Department of Housing and Urban Development
LAFCO:	Local Agency Formation Commission
MFI:	Median Family Income
NPDES:	National Pollutant Discharge Elimination System
RTP:	Regional Transportation Plan
SCAG:	Southern California Association of Governments
SPA:	Sectional Planning Area
STF:	Summary Tape File (U.S. Census)
TOD:	Transit-Oriented Development
TDM:	Transportation Demand Management
TSM:	Transportation Systems Management
WCP:	Water Conservation Plan

COMMUNITY WORKSHOP NOTICE



**Join us on
Wednesday,
August 25,
2021, at
6:00 p.m. in
the City of
Los
Alamitos
Council
Chamber at
3191
Katella
Avenue.**

The City is updating its Housing Element of the General Plan for the 2021-2029 planning period. The Housing Element Update addresses new State Housing Element law, the Regional Housing Needs Assessment (RHNA) allocation for the City, and a site inventory to meet the RHNA. The Update also lays out goals, policies, and actions for the preservation, improvement, and development of housing throughout the City.

All members of the public are encouraged to attend. The City will take public comments on the Update from those attending.

Specific questions regarding the workshop or Housing Element may be directed to Tom Oliver, Associate Planner, at (562) 431-3538 x303 or TOLiver@cityoflosalamitos.org.

The City of Los Alamitos promotes fair housing and makes all programs available to low-income families and individuals, regardless of race, religion, color, national origin, ancestry physical disability, mental disability, medical condition, marital status, political affiliation, sex, age, sexual orientation or other arbitrary factor.

Subject: City of Los Alamitos Housing Element - Community Workshop Notice - Join us!

Date: Friday, August 13, 2021 at 8:26:45 AM Pacific Daylight Time

From: Terra Nova Planning & Research <admin@terrannovaplanning.com>

CC: TOLiver@cityoflosalamitos.org <TOLiver@cityoflosalamitos.org>, Nicole Criste <ncriste@terrannovaplanning.com>, Bitian Chen <bchen@terrannovaplanning.com>

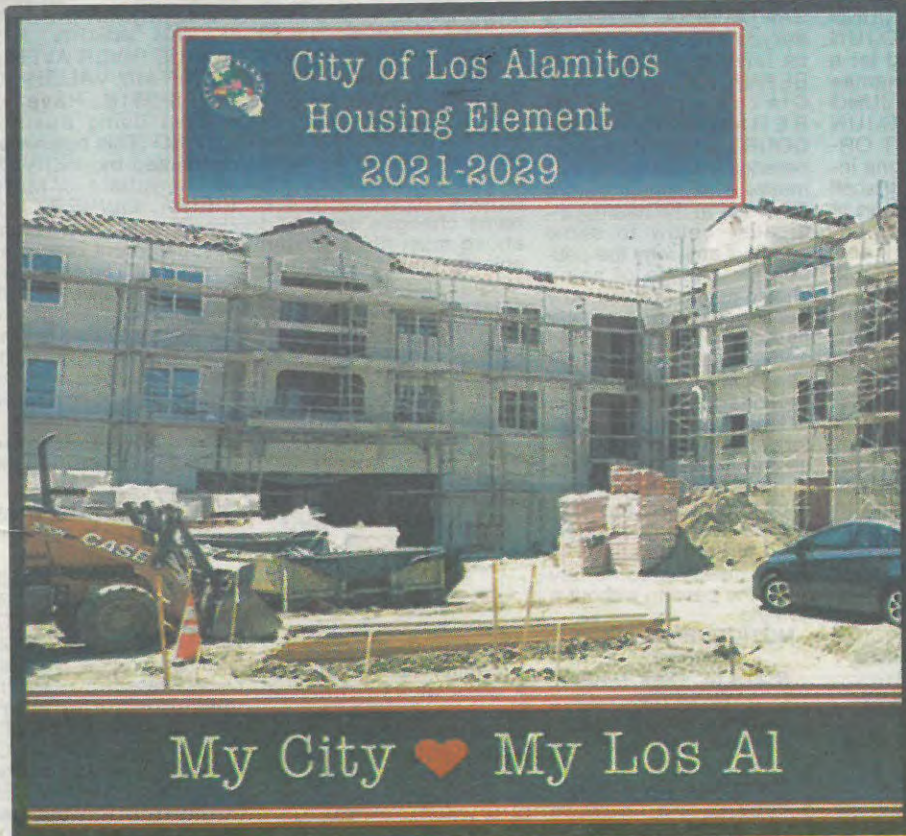
BCC: clyde.stauff@colliers.com <clyde.stauff@colliers.com>, info@habitatoc.org <info@habitatoc.org>, SFelix@huttoncompanies.com <SFelix@huttoncompanies.com>, dmyers@icre.com <dmyers@icre.com>, cathy.williams@irr.com <cathy.williams@irr.com>, jkap516@icloud.com <jkap516@icloud.com>, cesarc@kennedycommission.org <cesarc@kennedycommission.org>, Mark.Reader@kimley-horn.com <Mark.Reader@kimley-horn.com>, kowatkin@uci.edu <kowatkin@uci.edu>, jordan.salisbury@lennar.com <jordan.salisbury@lennar.com>, matthew.wenzel@marcusmillichap.com <matthew.wenzel@marcusmillichap.com>, jreekstin@theolsonco.com <jreekstin@theolsonco.com>, john.dugan@gsa.gov <john.dugan@gsa.gov>, bactran92887@yahoo.com <bactran92887@yahoo.com>, jmills@wested.org <jmills@wested.org>, dave@seesdev.com <dave@seesdev.com>, eddie@eddiekesky.com <eddie@eddiekesky.com>, jingallagher@cox.net <jingallagher@cox.net>, nicktechwise@gmail.com <nicktechwise@gmail.com>, mrisdon@acof.org <mrisdon@acof.org>, affordablehomestead@gmail.com <affordablehomestead@gmail.com>, Riaz@marrscorp.com <Riaz@marrscorp.com>, apreedge@cityventures.com <apreedge@cityventures.com>, mdiacos@cypressequity.com <mdiacos@cypressequity.com>, smoreno@families-forward.org <smoreno@families-forward.org>, Flo.engineering.2020@gmail.com <Flo.engineering.2020@gmail.com>, Andrew@greendev.co <Andrew@greendev.co>, jon@hipsandiego.org <jon@hipsandiego.org>, paul@integrityhousing.org <paul@integrityhousing.org>, mark@irvineclt.org <mark@irvineclt.org>, rubina@olivecs.org <rubina@olivecs.org>, esantana@ush.us <esantana@ush.us>, ggardner@usapropfund.com <ggardner@usapropfund.com>, billdobrenen@aol.com <billdobrenen@aol.com>, info@scanph.org <info@scanph.org>, info@innovativehousing.com <info@innovativehousing.com>, businessdevelopment@jamboreehousing.com <businessdevelopment@jamboreehousing.com>

Attachments: image001.png

COMMUNITY WORKSHOP NOTICE



COMMUNITY WORKSHOP NOTICE



The City is updating its Housing Element of the General Plan for the 2021-2029 planning period. Join us on Wednesday, August 25, 2021, at 6:00 p.m. in the City of Los Alamitos Council Chamber at 3191 Katella Avenue.

The Housing Element Update addresses new State Housing Element law, the Regional Housing Needs Assessment (RHNA) allocation for the City, and a site inventory to meet the RHNA. The Update also lays out goals, policies, and actions for the preservation, improvement, and development of housing throughout the City. All members of the public are encouraged to attend. The City will take public comments on the Update from those attending. Specific questions regarding the workshop or Housing Element may be directed to Tom Oliver, Associate Planner, at (562) 431-3538 x303 or TOLiver@cityoflosalamitos.org.

AB 1486 - List of Developers that have notified the Department of Housing and Community Development of Interest in Surplus Land, Table Range A2:J486 Revised: 12/1/2020

County	Organization	CalHFA C	Address	City	State	Zip	Contact	Phone	Email Address
CITY LIST	Colliers International		3 Park Plaza, Suite 1200	Irvine	CA	92614	Clyde F. Stauff, SIOR, Senior Executive Vice President		clyde.stauff@colliers.com
CITY LIST	Habitat for Humanity Orange County		2200 Ritchey Street	Santa Ana	CA	92705			info@habitatoc.org
CITY LIST	Hutton Development Company		2100 South State College Boulevard	Anaheim	CA	92806	Scott Felix, Executive Vice President		SFelix@huttoncompanies.com
CITY LIST	ICRE		4340 Von Karman #380	Newport Beach	CA	92660	Debi Myers		dmyers@icre.com
CITY LIST	Integra Realty Resources - Orange County		2151 Michelson Dr., Suite 205	Irvine	CA	92612	Cathy Williams, Analyst		cathy.williams@irr.com
CITY LIST	JBL Holdings, LLC				CA		Jonathan Scott Kaplan		jkap515@icloud.com
CITY LIST	Kennedy Commission		17701 Cowan Ave., Suite 200	Irvine	CA	92614	Cesar Covarrubias		cesarcovarrubias@kennedycommission.org
CITY LIST	Kimley-Horn		1100 W Town and Country Rd, Suite 700	Orange	CA	92668	Mark Reader, PE		Mark.Reader@kimley-horn.com
CITY LIST	Kynsley				CA				kwatkin@uci.edu
CITY LIST	Lennar, California Coastal Division				CA		Jordan Salisbury, Land Analyst		jordan.salisbury@lennar.com
CITY LIST	Marcus & Millichap		19800 MacArthur Blvd., Suite 150	Irvine	CA	92612	Matthew D. Wenzel, First Vice President Investments Director, National Land & Redevelopment Division		matthew.wenzel@marcusmillichap.com
CITY LIST	The Olson Company		3010 Old Ranch Parkway, Suite 100	Seal Beach	CA	90740-2751	John Reekstin, Senior Vice-President, Community Development		jreekstin@theolsonco.com
CITY LIST	U.S. General Services Administration Office of Real Property Utilization & Disposal				CA		John L. A. Dugan		john.dugan@gsa.gov
CITY LIST	Public Buildings Service				CA				
CITY LIST	West Coast Hotel and Management, LLC				CA		Bac Tran		bactran92887@yahoo.com
CITY LIST	WestEd				CA		Jonathan Mills Director, Property & Facilities Management		jmills@wested.org
CITY LIST					CA		David See		dave@seesdev.com
CITY LIST			10841 Bloomfield Street	Los Alamitos	CA	90720	Eddie and Donna Kesky		eddie@eddiekesky.com
CITY LIST					CA		Jim Gallagher		jimgallagher@cox.net
CITY LIST			3742 Katella Avenue, Suite 400	Los Alamitos	CA	90720	Nick Zamvakellis		nicktechwise@gmail.com
ORANGE COUNTY	A Community of Friends		3701 Wilshire Blvd, Ste 700	Los Angeles	CA	90010	Mee Heh Risdon	(213) 480-0809	mrisdon@acof.org
ORANGE COUNTY	Affordable Homestead LLC		915 W Foothill Blvd Ste 488C	Claremont	CA	91711	William Leong	(213) 375-8248	affordablehomestead@gmail.com
ORANGE COUNTY	Bibi Foundation		1514 N. Raymond Ave	Fullerton	CA	92831	Riaz Chaudhary	(714) 213-8650	Riaz@marrscorp.com
ORANGE COUNTY	City Ventures, LLC		3121 Michelson Drive, Suite 150	Irvine	CA	92612	Anastasia Preedge		apreedge@cityventures.com
ORANGE COUNTY	Cypress Equity Investments		12136 Wilshire Blvd., Suite 801	Los Angeles	CA	90025	Mike Diacos	(310) 405-0314	mdiacos@cypressequity.com
ORANGE COUNTY	Families Forward		8 Thomas	Irvine	CA	92618	Steven Moreno	(949) 552-2729	smoreno@families-forward.org
ORANGE COUNTY	Flo Engineering Inc.		657 Sherwood Cir	MONTEREY PARK	CA	91754	Kristin Flores	(310) 753-3542	Flo.engineering.2020@gmail.com
ORANGE COUNTY	Green Development Company	X	251 S Lake Ave #320	Pasadena	CA	91105	Andrew Slocum	(310) 467-9329	Andrew@greendev.co
ORANGE COUNTY	Housing Innovation Partners		5151 Murphy Canyon Rd. #120	San Diego	CA	92123	Jon Walters	(619) 417-5361	jon@hipsandiego.org
ORANGE COUNTY	Integrity Housing		4 Venture, Suite 295	Irvine	CA	92618	Paul Carroll	(949) 727-3656	paul@integrityhousing.org
ORANGE COUNTY	Irvine Community Land Trust		930 Roosevelt, Suite 106	Irvine	CA	92620	Mark Asturias	(949) 565-3547	mark@irvinect.org
ORANGE COUNTY	Olives Foundation		328 E. Commonwealth Ave	Fullerton	CA	92832	Rubina Chaudhary	(562) 972-2786	rubina@olives.org
ORANGE COUNTY	The Kennedy Commission		17701 Cowan Ave. #200	Irvine	CA	92614	Cesar Covarrubias	(949) 250-0908	cesarcovarrubias@kennedycommission.org
ORANGE COUNTY	Universal Standard Housing		350 S Grand Avenue, Suite 3050	Los Angeles	CA	90071	Eduardo Santana	(213) 320-3554	esantana@ush.us
ORANGE COUNTY	USA Properties Fund, Inc.		3200 Douglas Blvd Ste 200	Roseville	CA	95661	Gabriel Gardner	(916) 239-8458	ggardner@usapropfund.com
ORANGE COUNTY	ZMCO Inc.		5660 Panorama Dr	Whittier	CA	90601	William Dobrenen	(562) 858-5856	billdobrenen@aol.com
LOS ANGELES	Southern California Association of Non-Profit Housing		340 E 2nd St., Suite 406	Los Angeles	CA	90012		(213) 480-1249	info@scannph.org
ORANGE COUNTY	Innovative Housing Development Corporation		501 N. Golden Circle Drive, Suite 100	Santa Ana	CA	92705		(949) 863-9740	info@innovativehousing.com
ORANGE COUNTY	Jamboree Housing Corporation		17701 Cowan Ave, Suite 200	Irvine	CA	92614	Liz Tracey	(916) 545-2444	businessdevelopment@jamboreehousing.com

OUTREACH ADDRESSES FOR WORKSHOP

Nick Zamvakellis
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nicktechwise@gmail.com

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eddie@eddiekesky.com

John Reekstin, Senior Vice-President, Community Development
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Seal Beach, CA 90740-2751
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Scott Felix, Executive Vice President of Hutton Development Company
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Office of Real Property Utilization & Disposal
Public Buildings Service
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Mark Reader, PE
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Orange, CA 92868
Mark.Reader@kimley-horn.com

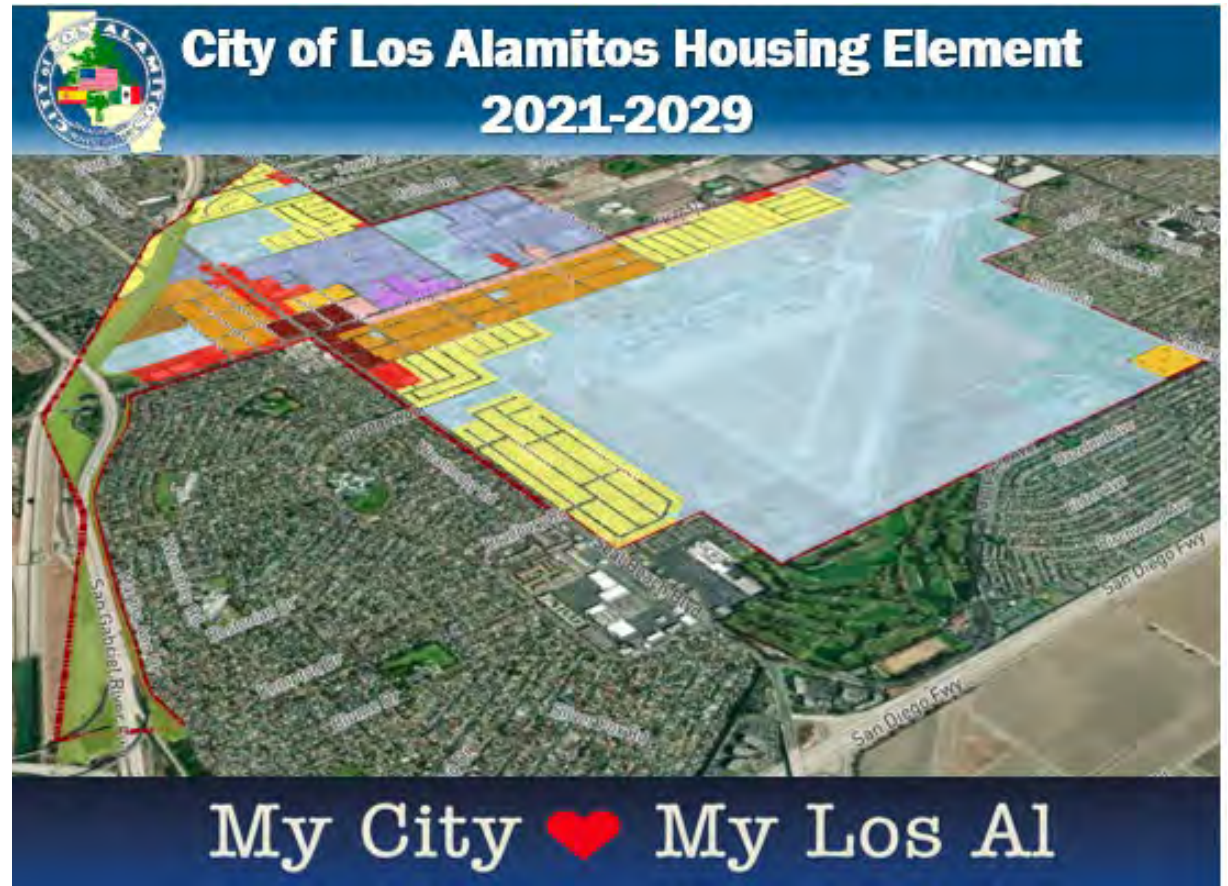
Bac Tran
West Coast Hotel and Management, LLC
bactran92887@yahoo.com

Jonathan Scott Kaplan
JBL Holdings, LLC
jkap516@icloud.com

Jonathan Mills
Director, Property & Facilities Management
WestEd
jmills@wested.org

Habitat for Humanity Orange County
2200 Ritchey Street
Santa Ana, CA 92705
info@habitatoc.org

Community
Workshop
August 25,
2021



Background and Requirements

- The Housing Element is one of the Elements required in our General Plan
- It is the only Element that must be updated on a regular schedule.
- The Housing Element must be reviewed and “certified” by the State.
- The purpose of the Housing Element is to assure that the City facilitates the development of housing for all economic and social segments within the community.

Demographics

■ Population

- 2021 population is 11,538, or 89 more than in 2010.
- SCAG projects 2045 population will be 12,300, or 762 more residents.

■ Age

- 40.8% of residents are 25-54
- 30.3% are 55 or older (fastest growing segment)

■ Employment

- 5,532 residents work (48%)
- 6.3% unemployment (April 2021)
- Labor force has shrunk from 6,500± in 2010 to 5,300± in 2021

■ Income

- County Median: \$98,086
- City Median: \$88,729

Demographics

- **Housing Units**

- 4,437 units
 - 4,291 occupied (3.3% vacancy – consistently low)

- **Households**

- 4,092 households in 2019 (0.8% higher than 2010)
- 2.63 people per household

- **Owners/Renters**

- 1,739 owner-occupied (42.5% vs. County at 57%)
- 2,353 renter-occupied (57.5% vs. County at 43%)

- **Housing Value (2019)**

- Los Alamitos: \$761,200
- Orange County: \$679,300

- **Median Rents (2019)**

- \$1,289 (1 bedroom) to \$2,938 (4 bedroom)

Housing Needs

- **Overpayment**

- 48% of renters spend more than 30% of their income on housing
- 26% of owners spend more than 30% of their income on housing

- **Overcrowding**

- 134 renter-occupied units are overcrowded (6% of rental units)
- 33 owner-occupied units are overcrowded (19.3% of owner units)

- **Seniors**

- 1,165 senior households: 67% of seniors own, 33% rent
- Median income: \$60,250
 - 21% make less than \$25,000
 - 39% make \$25,000-\$74,999

- **Special Needs**

- 18% of female-headed households live below poverty level.
- 1,039 disabled residents, 486 of whom are seniors.
- 575 extremely low income households

Regional Housing Needs Allocation

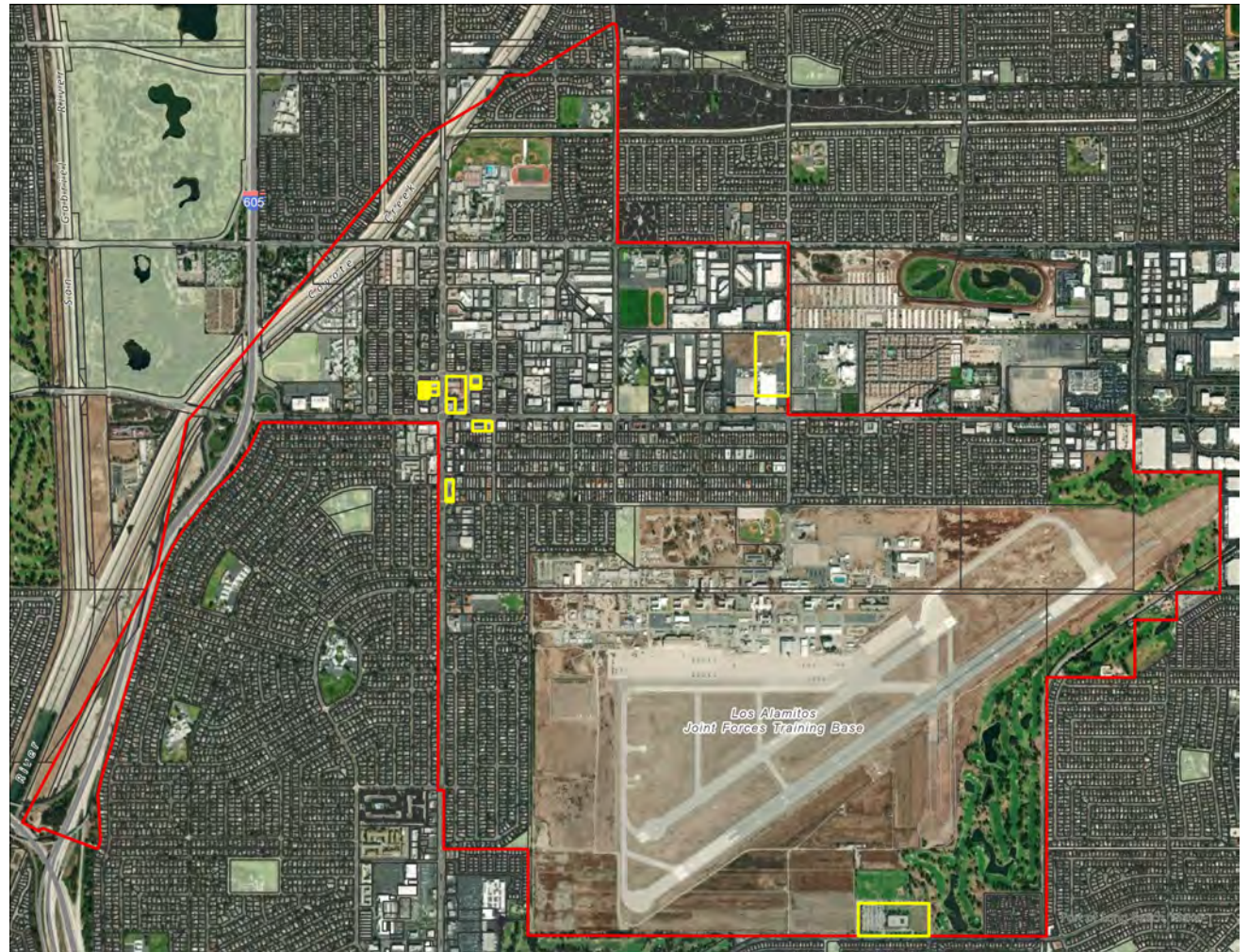
- Statewide need established by the California Department of Housing & Community Development
- Regional need distributed by the Southern California Association of Governments
- Based on population growth, employment, proximity to transit.

Los Alamitos Regional Housing Needs Allocation 2021–2029						
	Extremely Low Income	Very-low Income ¹	Low Income	Moderate Income	Above- Moderate Income	Total Allocation
Housing Units	97	97	119	145	311	769
Notes: ¹ Although not provided in the RHNA state law requires cities to plan for units to accommodate extremely low income, which can be estimated at 50% of very-low income, or 97 units.						
Source: Based on SCAG's 6th cycle Final RHNA Allocation, adopted March 2021.						

Housing Inventory

City of Los Alamitos Housing Element Update Inventory of Available Sites									
Address	Site ID	Acres	Very Low	Low	Moderate	Above Moderate	Total Units	Zoning	Density (du/ac)
4655 Lampson Ave	Lampson	12.4	78	48	60	186	372	C-F to R4	30
11021 Reagan Street	Town Center	0.35	1	2	1		4	TCMU	60
3636 Katella Avenue	Town Center	0.7	2	2	3		7	TCMU	60
11182 Los Alamitos Blvd	Town Center	0.74	2	3	2		7	TCMU	60
11182 Los Alamitos Blvd	Town Center	0.13	1		1		2	TCMU	60
4411 Katella Avenue	Arrowhead	11	78	48	57	147	330	P-L-I to R4	30
10956 Los Alamitos Blvd	Town Center	0.68	2	2	2		6	TCMU	60
10900 Los Alamitos Blvd	Town Center	3.1	10	9	9		28	TCMU	60
10900 Pine Street	Town Center	0.48	11	8	9		28	TCMU	60
10902 Pine Street	Town Center	0.17	4	3	3		10	TCMU	60
10909 Los Alamitos Blvd	Town Center	0.17	1		1		2	TCMU	60
10909 Los Alamitos Blvd	Town Center	0.17	1	1			2	TCMU	60
10909 Los Alamitos Blvd	Town Center	0.17	1		1		2	TCMU	60
10909 Los Alamitos Blvd	Town Center	0.17	1	1			2	TCMU	60
10909 Los Alamitos Blvd	Town Center	0.17	1		1		2	TCMU	60
10909 Los Alamitos Blvd	Town Center	0.29	1	1	1		3	TCMU	60
10909 Los Alamitos Blvd	Town Center	0.29	1	1	1		3	TCMU	60
Total		31.18	196	129	152	333	810		

Housing Inventory Sites



Policy Direction

- No substantial change in City's Policy framework.
- Updates to Zoning Ordinance to comply with State law changes.
- Create an R-4 Zone that allows 30-36 units per acre (applies to sites 4 and 7)
- Town Center: Allow 60 units per acre, and assign limited number of affordable units to many parcels (inclusionary requirement)
- Promote Accessory Dwelling Units and Junior Accessory Dwelling Units

Next Steps

- Provide the Draft Element for 2-week public comment period
- Submittal to HCD for 60 day review
- Prepare and circulate CEQA documentation
- Amendments and resubmittal to HCD
- Planning Commission hearing
- City Council hearing

From: City of Los Alamitos <agonzalezlecumberri@cityoflosalamitos.org>

Sent: Friday, October 1, 2021 12:00 PM

To: Ron Noda <RNoda@cityoflosalamitos.org>

Subject: Los Al Weekly E-Newsletter!



Weekly E-Newsletter

The City of Los Alamitos is committed to creating quality of life for Los Alamitos residents. City staff remain hard at work all year long to continually provide essential services for the community and make it a priority to keep you informed.

My City ❤️ My Los Al

This Week's Highlights!

50
MemorialCare™
Miller Children's & Women's
Hospital Long Beach

Los Alamitos
Recreation & Community Services
Creating Quality of Life

TRUNK-OR-TREAT

FREE ADMISSION!

A FUN, SAFE HALLOWEEN EVENT FOR FAMILIES

SATURDAY, OCTOBER 23

5:00 - 7:30 PM

LITTLE COTTONWOOD PARK

4000 FARQUHAR AVE, LOS ALAMITOS

ADDITIONAL EVENT INFORMATION WILL BE POSTED AT A LATER DATE

Event subject to change or cancellation due to COVID-19 guidelines
and restrictions in place at the time of the event.

www.cityoflosalamitos.org/recreation

Mark your calendars for the upcoming MemorialCare Miller Children's and Women's Hospital Long Beach Trunk or Treat on Saturday, October 23! The event will take place at Little Cottonwood Park (4000 Farquhar Avenue, Los Alamitos) from 5:00 p.m. to 7:30 p.m. Come enjoy a night of safe trick or treating, carnival games, music, food, costume contests, and take home your very own pumpkin for free from the Financial Partners Credit Union Pumpkin Patch!

Limited supply on pumpkins from Financial Partners.

THE CITY OF LOS ALAMITOS
IS PLEASED TO PRESENT

2021 SHRED EVENT



A CERTIFIED MOBILE SHRED TRUCK WILL
IMMEDIATELY SHRED DOCUMENTS
PROVIDED IN PERSON



PLACE

10911 OAK STREET
LOS ALAMITOS, CA

INFO

MON. OCT. 11, 2021
11 A.M. TO 2 P.M.
OR UNTIL TRUCK IS FULL

My City ♥ My Los Al

Limit of 4 banker boxes per car. Excluded
items include binders, electronic media,
x-rays, and plastic/trash.

Staff will be available to assist with your
boxes. Please remain in your vehicle.

QUESTIONS? CONTACT THE CITY CLERK'S OFFICE
(562) 431-3538, EXT. 220

Now is the time to get rid of all the that extra paper you cleared out during your
Spring Cleaning. If you haven't organized yet, now is your chance!

Join the City of Los Alamitos for a FREE Annual Shred Event on October 11, 2021 at
the Community Center! (10911 Oak St.) We hope to see you there.

**DECORATE
YOUR HOME**

Los Alamitos

Recreation & Community Services

Creating Quality of Life

HALLOWEEN DECORATING CONTEST



TUESDAY, OCTOBER 26

6 PM TO 8 PM

My City ♥ My Los Al

If you live in Los Alamitos now is the time to start decorating your house for the annual Halloween Decorating Contest! On Tuesday, October 26th a group of judges will be driving around the different Los Alamitos neighborhoods and picking the spookiest houses they see! Be on the lookout for the judges between 6 p.m. and 8 p.m.! There will be a first and second place house selected for each neighborhood and winners will be announced the next day on Wednesday, October 27th via

[Facebook](#) and [Instagram](#) @losalrecreation.

Los Alamitos
Recreation & Community Services
Creating Quality of Life



My City ♥ My Los Al

Lunch will be served at 11:30 a.m. every **Tuesday** and **Thursday**. Pre-registration is recommended. Please call at (562) 430-1073 a minimum of 48 hours in advance to register. **\$5.00 Fee Requirement. Ages 50+ No Refunds. Menu Subject to Change.**

The Los Alamitos Recreation & Community Services Department has a dine-in lunch experience with restaurant style menu options from local eateries.



The Dough House is open Tuesday and Thursday from 8:00 a.m. to 11:15 a.m. and offers pastries and bread from local restaurants upon availability at a suggested donation. Join us for a morning cup of coffee.

OCTOBER LUNCH MENU

Tuesday, October 5

Vons

- Soup
- Salad
- Bread

Thursday, October 7

Paul's Place

- Club Sandwich
- Pasta Salad
- Chips



Tuesday, October 12

California Cocina

- Chicken Tacos
- Beans

Thursday, October 14

Chick Fil-A

- Chicken Sandwich
- Fruit
- Chips

Tuesday, October 19

Flame Broiler

- Beef
- Rice
- Veggies

Thursday, October 21

Costco

- Cheese Pizza
- Salad

Tuesday, October 26

El Pollo Loco

- Grilled Chicken
- Mashed Potatoes
- Corn

Thursday, October 28

Ameci Pizza & Pasta

- Alfredo Pasta
- Garlic Bread
- Apple Pie



10909 Oak Street Los Alamitos, CA 90720

Program subject to change or cancellation due to COVID-19 restrictions

Have you heard of Los Al's Dine-in & Dough House? If not, check out the City of Los Alamitos Recreation's dine-in lunch experience with a restaurant style menu options from local eateries.

For additional questions, please call Los Alamitos Community Center at

ESCAPE LOS AL



THE ORIGINAL ESCAPE ROOM

A REAL-LIFE ESCAPE ROOM ADVENTURE
CITYOFLOSALAMITOS.ORG/RECREATION

STARTS
Sept. 6th
through
Nov. 24th

3 People
\$40 / person

4 People
\$35 / Person

5 People
\$30 / Person

6 People
\$25 / Person

No Refunds



Do you think you can take on the challenge of the Los Alamitos "Shipwreck" Escape Room? If so, registration is open! To register, you can come in person to the Los Alamitos Community Center (10911 Oak St. Los Alamitos, CA 90720) or email khoward@cityoflosalamitos.org. For additional questions, please call the Los Alamitos Community Center at (562) 430-1073.

The 2021-2029 General Plan Housing Element sets strategies for the City of Los Alamitos housing decisions. A draft will be circulated for a 16-day public review & comment period beginning on October 11 through October 27, 2021.

Please mail comments to:

City of Los Alamitos Development Services Department
Attention: Tom Oliver, Associate Planner
3191 Katella Avenue
Los Alamitos, CA 90720

Or email to: Toliver@cityoflosalamitos.org

The Planning Commission will provide a public hearing for the General Plan Housing Element on Wednesday, October 27, 2021 at 7:00pm in the Los Alamitos City Council Chambers located at 3191 Katella Avenue. A review draft will be available to view at www.cityoflosalamitos.org/2035-general-plan

and the following locations:

- Los Alamitos-Rossmoor Library: 12700 Montecito Road, Seal Beach
- Los Alamitos City Hall: 3191 Katella Avenue, Los Alamitos
- Los Alamitos Community Center: 10911 Oak Street, Los Alamitos





CONSTRUCTION IS COMING!

Los Alamitos Trunk Sewer Project

The Los Alamitos Trunk Sewer Project is starting in October 2021.

This project will make improvements to the regional sewer lines and manholes in the cities of Seal Beach and Los Alamitos.

(See reverse for additional information)

Stay informed on the latest construction news by signing up for text alerts and email notifications.



To sign up for text alerts use your smartphone to scan or snap a picture of this QR code or text "Los Alamitos" to 74121.

For email alerts sign up at www.ocsan.gov/LosAlamitos

Contact the **Construction Hotline 714.378.2965** or **ConstructionHotline@ocsan.gov** if you have any questions.

Connect with us @OCSanDistrict



Orange County Sanitation District (OC San) is the public agency that provides wastewater collection, treatment, and recycling services for approximately 2.6 million people in central and northwest Orange County.



Please join me in welcoming Brandi Villegas to the City of Los Alamitos. Brandi was recruited for the Accountant position in the Finance Department. Brandi has a Bachelor's Degree in Business Administration from Cal State University of Los Angeles. She has seven years of accounting experience, three of which were in the public sector. Brandi resides in Orange County with her husband and their two



COMING SOON: CURB PAINTING SERVICES

CITY COUNCIL APPROVAL:

ON JUNE 21, 2021, THE LOS ALAMITOS CITY COUNCIL AUTHORIZED STREET CURB ADDRESS PAINTING SERVICES FOR THE 2021 CALENDAR YEAR, ON A STRICTLY DONATION BASIS WITH CANNING HUNGER.

APPROVED CURB DESIGN:



EACH WORKER WILL:



- HAVE A COPY OF THE PUBLIC WORKS PERMIT



- HAVE A PERSONAL ID BADGE



- BE WEARING AN ORANGE/WHITE CANNING HUNGER SHIRT

ONCE THE WORK IS COMPLETED, WHAT HAPPENS NEXT?

ONCE EACH ADDRESS HAS BEEN CHECKED FOR QUALITY AND ACCURACY, A REPRESENTATIVE WILL STOP BY TO OFFER A TAX-DEDUCTIBLE RECEIPT TO EVERY RESIDENT WHO CHOOSES TO MAKE A **DONATION** FOR THE SERVICE.

HAVE QUESTIONS?

- **CONTACT GREG WITH CANNING HUNGER AT 1-888-354-FOOD(3663)**
- **TO CONTACT THE PUBLIC WORKS DIVISION, PLEASE CALL (562) 431-3538 EXTENSION 301**

My City ♥ My Los Al

Upcoming Curb Address Painting Services: On June 21, 2021, the Los Alamitos City Council authorized street curb address painting services for the 2021 calendar year with Canning Hunger. For the duration of 7 weeks, commencing at the end of September, the Canning Hunger team will be out completing street curb painting.

Workers will have a copy of the City's Public Works permit, a personal ID badge, and will wear an orange/white shirt. Donations are optional, not required. Have questions? Please feel free to contact the Public Works Division at (562) 431-3538 extension 301.

For additional information, make sure to follow all City departments below on social media.

City of Los Alamitos Recreation and Community Services Department:

[Facebook](#), [Twitter](#), [Nextdoor](#), [Youtube](#), [Instagram](#) @losalrecreation

Los Alamitos Police Department:

[Facebook](#), [Instagram](#), [Twitter](#), [Nextdoor](#)

City of Los Alamitos Administration:

[Facebook](#) , [Nextdoor](#)

For questions regarding the content in this email please visit https://link.edgepilot.com/s/482951d1/FJ0pTXzD4EaF_FmTIC-qTQ?u=http://www.cityoflosalamitos.org/ or email Recreation Coordinator, Alejandro Gonzalez Lecumberri , at Agonzalezlecumberri@cityoflosalamitos.org. To add a subscriber to this mailing list, please email the additional email address to Agonzalezlecumberri@cityoflosalamitos.org.

For more information, please visit
[https://link.edgepilot.com/s/482951d1/FJ0pTXzD4EaF_FmTIC-qTQ?
u=http://www.cityoflosalamitos.org/](https://link.edgepilot.com/s/482951d1/FJ0pTXzD4EaF_FmTIC-qTQ?u=http://www.cityoflosalamitos.org/) .

My City  My Los Al

We encourage you to visit the City of Los Alamitos website
for more information regarding City resources.
Cityoflosalamitos.org

This email was sent to moda@cityoflosalamitos.org
[why did I get this?](#) [unsubscribe from this list](#) [update subscription preferences](#)
City of Los Alamitos · 10911 Oak St · Los Alamitos, CA 90720-2315 · USA

Links contained in this email have been replaced. If you click on a link in the email above, the link will be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.

The 2021-2029 General Plan Housing Element sets strategies for the City of Los Alamitos housing decisions. A draft will be circulated for a 16-day public review & comment period beginning on October 11 through October 27, 2021. Please mail comments to:

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Attention: Tom Oliver, Associate Planner
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Los Alamitos, CA 90720

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- Los Alamitos-Rossmoor Library: 12700 Montecito Road, Seal Beach
- Los Alamitos City Hall: 3191 Katella Avenue, Los Alamitos
- Los Alamitos Community Center: 10911 Oak Street, Los Alamitos

City of Los Alamitos
Housing Element
2021-2029



My City ♥ My Los Al

SHIVANAND R POLE , POLE SUMA
11395 HARRISBURG RD
LOS ALAMITOS CA 907203915

JAMES THOMAS KILLEEN & BUFFY ANNE
KILLEEN
11405 HARRISBURG RD
LOS ALAMITOS CA 907203917

SUONG MY NGUYEN
11407 HARRISBURG RD
LOS ALAMITOS CA 907203917

ANNE E FAMILY LIVING TR NIETO
5191 CANTERBURY DR
CYPRESS CA 906303605

SUTIDA BERGQUIST
3911 SAN JOAQUIN AVE
LOS ALAMITOS CA 907202262

LIDIA ZIEDINS
4780 S UPHAM CT
LITTLETON CO 801236303

ALFRED LITTLE LIMITED PARTNERSHIP
5081 MARCELLA AVE
CYPRESS CA 906304418

SWUN SI THE JKS
6245 ARUBA CT
CYPRESS CA 906305333

SHIRLINE TRUST, STACEY LACAYO
DAUGAARD TRUST
4191 FARQUHAR AVE
LOS ALAMITOS CA 907203761

SHAW JOU BYPASS CHENG
4149 BIRCHWOOD AVE
SEAL BEACH CA 907402808

ASDGHIG DADERIAN
4507 FAIRFIELD DR
CORONA DEL MAR CA 926253108

MARIAN VILLEGAS
3608 FENLEY DR
LOS ALAMITOS CA 907202210

ROY PORTER , PORTER KATHY
4181 FARQUHAR AVE
LOS ALAMITOS CA 907203716

PETER PANSER , WALTER FLEMMING
3771 GREEN AVE
LOS ALAMITOS CA 907203222

JOHN R NICHOLS
11297 BARBI LN
LOS ALAMITOS CA 907203931

DELBERT L STANDIFER SR
4096 DAWKINS FARM DR
OLIVE BRANCH MS 386546481

EZZAT TADROS ABDELMALEK
24952 BEACHWALK WAY
DANA POINT CA 926291911

TERRY S TAMBLE , TR PALMERO
2224 CORAL AVE
MORRO BAY CA 934421590

STRASMANN FAMILY TRUST, LOPEZ LIVING
TRUST
900 BLUE HERON
SEAL BEACH CA 907405610

ARAM S ARTEEN & SHNORIK S ARTEEN
1201 SEAL WAY #C
SEAL BEACH CA 907406442

BLACKBURN J & T LIVING TRUST
1717 ASPENWOOD LN
HUNTINGTON BEACH CA 926482714

WEBB FAMILY HOLDINGS B LLC
2120 HARBOR BLVD
COSTA MESA CA 926278513

VINCENT A LIVING TR LEONE
3224 BLUME DR
LOS ALAMITOS CA 907204813

PETER Y LEE
2266 SPARTA DR
RANCHO PALOS VERDES CA 902756535

SGV VILLAGE LLC
2275 HUNTINGTON DR #758
SAN MARINO CA 911082640

SGV VILLAGE LLC
2275 HUNTINGTON DR #758
SAN MARINO CA 911082640

ELENA V TUTTLE
4665 CANDLEBERRY AVE
SEAL BEACH CA 907403033

JAMES TAI
3740 WISERIA ST
SEAL BEACH CA 90740

JAMES G FAMILY TR DAY
1939 TRADEWINDS LN
NEWPORT BEACH CA 926603813

CATHRYN M MADRID
4142 HOWARD AVE
LOS ALAMITOS CA 907203705

JANNET M SERRANO
3522 THOR AVE
LOS ALAMITOS CA 907203969

RICKER DEBRA R THE 2015 D R RICKER TR
3572 THOR AVE
LOS ALAMITOS CA 907203969

HOWES FAMILY TRUST
3591 THOR AVE
LOS ALAMITOS CA 907203928

MARVIN D MOON & MOON RENU
3571 THOR AVE
LOS ALAMITOS CA 907203928

WILLIAM A KRALL & NATALIE
SAMODOUROFF
11512 DAVENPORT RD
LOS ALAMITOS CA 907203832

SCOTT RODGER FL R & K SCOTT 2015 TR
36345 PROVENCE DR
MURRIETA CA 925628441

VICTORIA MENDOZA
4091 FARQUHAR AVE
LOS ALAMITOS CA 907203797

COTTON PARK VIEW LLC
10841 BLOOMFIELD ST
LOS ALAMITOS CA 907202504

DANIEL R LIMP , JILL R BROWN
4373 DINA CT
CYPRESS CA 906304114

STL FAMILY LIMITED PARTNERSHIP
LONG BEACH CA 90815

JOHN KENNETH CHRISTENSEN
4072 HOWARD AVE
LOS ALAMITOS CA 907203703

ALFRED DENNISON
256 BENNETT AVE
LONG BEACH CA 908031528

KEVIN S K S SEP PPTY TR FALSKEN
909 ELECTRIC AVE #214
SEAL BEACH CA 907408900

CHERYL RATAJCZAK
3621 THOR AVE
LOS ALAMITOS CA 907203929

GEORGE M KARAHALIOS
6542 BLUE HERON DR
HUNTINGTON BEACH CA 926482650

ANDREW G CHAPRALIS
11264 JAMAICA ST
CYPRESS CA 906305316

ELVERE R E R BUESELI TR BEUSELINCK
4071 HOWARD AVE
LOS ALAMITOS CA 907203702

DA SILVA JOSE M ALVES
26953 PARADISE MEADOW LN
VALLEY CENTER CA 920827414

FRANK SINATRA , MARIA SINATRA
4165 CANDLEBERRY AVE
SEAL BEACH CA 907402822

VANESSA BARTSCH
3542 THOR AVE
LOS ALAMITOS CA 907203969

VICKI SUZANNE WONG
11372 KELLY LN
LOS ALAMITOS CA 907203940

DON R CARRUTH & KARLEA E CARRUTH
11362 KELLY LN
LOS ALAMITOS CA 907203940

ERIN FERNANDES
17032 COUNTRYPARK LN
HACIENDA HEIGHTS CA 917453801

ROBERTA J PARKES
11342 KELLY LN
LOS ALAMITOS CA 907203940

JEANIE G BARRERA
11322 KELLY LN
LOS ALAMITOS CA 907203940

POE T F & S L LIVING TRUST
11061 ESSEX DR
LOS ALAMITOS CA 907202605

JOSEPH NIEBLAS , ELENA ZHABINA
3952 DENWOOD AVE
LOS ALAMITOS CA 907203936

SEVERSON BENJAMIN SHOE
3942 DENWOOD AVE
LOS ALAMITOS CA 907203936

GARY DEAN PAINTER & PATRICIA LYNN
PAINTER
11350 MAPLE ST
LOS ALAMITOS CA 907203947

ALLEN STORIE , ANGELA STORIE
11321 KELLY LN
LOS ALAMITOS CA 907203939

BARB J NEWMAN & AKRAM A ZIADA
11311 KELLY LN
LOS ALAMITOS CA 907203939

JANET L PETERSON
11340 MAPLE ST
LOS ALAMITOS CA 907203947

KEVIN S KILPATRICK , SILVIA LORENA
KILPATRICK
11310 MAPLE ST
LOS ALAMITOS CA 907203947

RICHARD P HAMLIN JR & SHERRY E HAMLIN
11302 KELLY LN
LOS ALAMITOS CA 907203940

JAMES A CONTRERAS
11272 KELLY LN
LOS ALAMITOS CA 907203938

MICHAEL CARL OLSON
11252 KELLY LN
LOS ALAMITOS CA 907203938

ORANGE COUNTY FLOOD CONTROL
DISTRICT
300 N FLOWER ST #6TH
SANTA ANA CA 927035001

JOESPH GOTTI , DANIELLE GOTTI
11301 KELLY LN
LOS ALAMITOS CA 907203939

ROBERT T LITTLE
11281 KELLY LN
LOS ALAMITOS CA 907203938

JOSEPH E WOKAL
11300 MAPLE ST
LOS ALAMITOS CA 907203947

MEYER-MOKE FAMILY TRUST
11280 MAPLE ST
LOS ALAMITOS CA 907203945

JAN A COPELAND
11250 MAPLE ST
LOS ALAMITOS CA 907203945

STAPAKIS OLYMPIA TRUST
2821 TUCKER LN
LOS ALAMITOS CA 907204763

FARQUHAR ASSOCIATES LLC
6571 E EL ROBLE ST
LONG BEACH CA 908154620

MAIDA INJEYAN
233 S MICHILLINDA AVE
PASADENA CA 911074933

JUDY M NG
PO BOX 3412
ALHAMBRA CA 918030412

JENTZSCH FAMILY LIVING TRUST
12162 REAGAN ST
LOS ALAMITOS CA 907204136

CZAR VENTURES LLC
110 OCEAN AVE
SEAL BEACH CA 907406027

ZAREH ADOURIAN
11531 VIENNA WAY
LOS ANGELES CA 900662113

KARE INVESTMENTS LLC
4865 DOGWOOD AVE
SEAL BEACH CA 907403046

JONATHAN C SUTHERLIN
8092 REDFORD LN
LA PALMA CA 906231966

LINDA E PATOW
10251 KINGS ST
LOS ALAMITOS CA 907202230

JESSE D J D MANN & P A REVOC LIVING TR
MANN
3728 LOOMIS ST
LAKEWOOD CA 907123546

HOWARD MANAGEMENT LLC
623 W DUARTE RD #A
ARCADIA CA 910077337

PACIFIC RIM EDUCATIO OPCOLRB L
427 COLLEGE BLVD #I
OCEANSIDE CA 920575441

BRIAN KEITH MILLER
4644 KATELLA AVE
LOS ALAMITOS CA 907202626

PETER L SHEN
15671 SUNBURST LN
HUNTINGTON BEACH CA 926472944

SARKISIAN FAMILY TRUST
4265 DOGWOOD AVE
SEAL BEACH CA 907402850

SANDRA L GALLAGHER
11151 DONNIS RD
LOS ALAMITOS CA 907202904

SAMEH S SHENOUDA & ENAS S SHENOUDA
11931 WEMBLEY RD
LOS ALAMITOS CA 907204437

STACY L MCLAUGHLIN
8200 E TULA ST
LONG BEACH CA 908083358

JOHN LUYBEN , CHRISTINA LUYBEN
12340 SEAL BEACH BLVD #B-369
SEAL BEACH CA 907402792

JOAN M J M TR POLITTE
3931 FARQUHAR AVE #A
LOS ALAMITOS CA 907202022

TONOLLA INVESTMENTS LLC
11611 GLEN COVE DR
GARDEN GROVE CA 928432719

CHIN KUO FAN
126 S LAKEVIEW AVE
ANAHEIM CA 928073606

ROBIN T R T LIVING TR GRIFFITH
4662 KATELLA AVE
LOS ALAMITOS CA 907202654

G & R PARK LLC
4543 E ANAHEIM ST
LONG BEACH CA 908043119

G & R PARK LLC
4543 E ANAHEIM ST
LONG BEACH CA 908043119

SARA THOMPSON
2117 EL DORADO ST
LOS OSOS CA 934022309

NORMAN STEVEN JUNIO
1801 NAGLEE AVE
SAN JOSE CA 951261933

MARY LOU SMITH
3515 KNOXVILLE AVE
LONG BEACH CA 908082914

KENNETH E HUSS
2861 COAST CIR #C
HUNTINGTON BEACH CA 926491816

SHAW JOU CHENG
4149 BIRCHWOOD AVE
SEAL BEACH CA 907402808

3MIS LLC
4100 BIRCH ST #100
NEWPORT BEACH CA 926602216

KATHRYN C MITCHELL
17211 SANDRA LEE LN
HUNTINGTON BEACH CA 926494354

NANCY ANN HERTZOG
4225 GREEN AVE
LOS ALAMITOS CA 907203569

JAMES R CAZARES
3171 RUTH ELAINE DR
LOS ALAMITOS CA 907202950

HEATHER E H E REVOC TR BAKER
53 SAN SIMEON
LAGUNA NIGUEL CA 926777951

TOWN SQUARE PROPERTIES
PO BOX 15928
BEVERLY HILLS CA 902091928

RANCHO LOS ALAMITOS LLC
4181 GREEN AVE
LOS ALAMITOS CA 907203403

TOWN SQUARE PROPERTIES
PO BOX 15928
BEVERLY HILLS CA 902091928

RANCHO LOS ALAMITOS LLC
4181 GREEN AVE
LOS ALAMITOS CA 907203403

RANCHO LOS ALAMITOS LLC
4181 GREEN AVE
LOS ALAMITOS CA 907203403

PAMELA JO P J REVOC TR WALLACE
4131 GREEN AVE
LOS ALAMITOS CA 907203403

LOS ALAMITOS BUSINESS CENTER LLC
5001 BIRCH ST
NEWPORT BEACH CA 926602116

PEACE 33 LLC
12340 SEAL BEACH BLVD #B413
SEAL BEACH CA 907402792

HORVATH PROPERTIES LLC
629 BAYSIDE DR
SEAL BEACH CA 907405701

RICHARD G 2012 TR PRICE
610 TERRAINE AVE
LONG BEACH CA 908141947

SHAW JOU BYPASS TR CHENG
4149 BIRCHWOOD AVE
SEAL BEACH CA 907402808

FRANK THSAI-TEN LIN
6821 SCENIC BAY DR
HUNTINGTON BEACH CA 926482619

THOMAS TAT-SHIU TAM
PO BOX 50163
LONG BEACH CA 908156163

CITY OF LOS ALIMITOS
3191 KATELLA AVE
LOS ALAMITOS CA 907202335

JAUNETTA A STROHMYER
6329 DOMINICA AVE
CYPRESS CA 906305312

4012 KATELLA AVE LLC
4470 KATELLA AVE
LOS ALAMITOS CA 907203515

LONG BEACH DG LLC
2370 GRAND AVE
LONG BEACH CA 908151761

MICHAEL LAACK
11380 HARRISBURG RD
LOS ALAMITOS CA 907203916

KTLA PROPERTIES LTD PARTNERSHIP
1107 HAZELTINE BLVD #200
CHASKA MN 553181070

PAUL V FLEMING LIVIN TR KLEIN
81307 JASMINE CT
LA QUINTA CA 922538196

BARBARA G ROTH , FAMILY ROTH
3911 GREEN AVE
LOS ALAMITOS CA 907203334

KTLA PROPERTIES LTD PARTNERSHIP
1107 HAZELTINE BLVD #200
CHASKA MN 553181070

DANIEL F LIVING PRADO , D F PRADO
3932 DENWOOD AVE
LOS ALAMITOS CA 907203936

JOSEPH A LEON JR & PATRICIA L LEON
11349 MAPLE ST
LOS ALAMITOS CA 907203946

DONALD J WISSUCHEK
3912 DENWOOD AVE
LOS ALAMITOS CA 907203936

THERESA M BECKMAN
11348 BARBI LN
LOS ALAMITOS CA 907203933

LARRY WATKINS & ANNETTE WATKINS
11339 MAPLE ST
LOS ALAMITOS CA 907203946

SHAHROKH GHODSI
11309 MAPLE ST
LOS ALAMITOS CA 907203946

RENALD R LA PIERRE , A K LIVING TR LA
PIERRE
11338 BARBI LN
LOS ALAMITOS CA 907203933

GARY S TREADWELL & TREADWELL
POWERS
11318 BARBI LN
LOS ALAMITOS CA 907203933

POTJARIN S VILES
3882 DENWOOD AVE
LOS ALAMITOS CA 907203935

ARTHUR FAMILY TR DEBOLT
3862 DENWOOD AVE
LOS ALAMITOS CA 907203935

WALTER R CRUZ
11347 BARBI LN
LOS ALAMITOS CA 907203932

BRYAN W BELL & JENNIFER L BELL
PO BOX 978
LOS ALAMITOS CA 907200978

ADAM LEITER
11307 BARBI LN
LOS ALAMITOS CA 907203932

LA DORA G LESTER
11299 MAPLE ST
LOS ALAMITOS CA 907203944

KONRAD R SUMMERS
29221 AVENIDA AVILA
VALENCIA CA 913541582

PHILIP J SEYMOUR
11298 BARBI LN
LOS ALAMITOS CA 907203931

DANIEL BERNAL
11278 BARBI LN
LOS ALAMITOS CA 907203931

ERIC J HOLDAWAY
11249 MAPLE ST
LOS ALAMITOS CA 907203944

ORANGE COUNTY FLOOD CONTROL
DISTRICT
300 N FLOWER ST #6TH
SANTA ANA CA 927035001

ABISHEK RIZAL , DESPINA RIZAL
11248 BARBI LN
LOS ALAMITOS CA 907203931

ROY H FAMILY TR HORIO
11277 BARBI LN
LOS ALAMITOS CA 907203931

THOMAS L SCHIADA
11267 BARBI LN
LOS ALAMITOS CA 907203931

BILLIE J D F GARNER , B J 2005 TR GARNER
3842 DENWOOD AVE
LOS ALAMITOS CA 907203935

TRUDY LISA H L GEER , T L TR GEER
3832 DENWOOD AVE
LOS ALAMITOS CA 907203935

MARSHAL KENT GREGORY & LISA S
GREGORY
3822 DENWOOD AVE
LOS ALAMITOS CA 907203935

LESLEE T MARTIN
3812 DENWOOD AVE
LOS ALAMITOS CA 907203935

STANLEY K APPEL
11345 LINDA WAY
LOS ALAMITOS CA 907203942

GARY BRAUN , NICKI L BRAUN
11316 LINDA WAY
LOS ALAMITOS CA 907203943

MARC PICARD , KATHLEEN M PICARD
11306 LINDA WAY
LOS ALAMITOS CA 907203943

JEFFREY ARREDONDO , ALLISON
ARREDONDO
11315 LINDA WAY
LOS ALAMITOS CA 907203942

BROSSOIT D A & S A TRUST
11305 LINDA WAY
LOS ALAMITOS CA 907203942

MARVIN R JEMPSA
11344 ROCHELLE ST
LOS ALAMITOS CA 907203951

MANUEL VARELA , LETICIA R VARELA
3792 DENWOOD AVE
LOS ALAMITOS CA 907203934

JAMES A MAIN
11334 ROCHELLE ST
LOS ALAMITOS CA 907203951

WILLIAM H AUSTIN III
11304 ROCHELLE ST
LOS ALAMITOS CA 907203951

TOWNS-MAN PARTNERS
205 AVENUE B
REDONDO BEACH CA 902774708

JO ANN H BURRIS
11266 LINDA WAY
LOS ALAMITOS CA 907203918

EMERSON D S & B A FAM TRUST
11409 CARSON ST
LAKEWOOD CA 907152512

DALE A OLSON
11265 LINDA WAY
LOS ALAMITOS CA 907203918

DAVID WARD
11246 LINDA WAY
LOS ALAMITOS CA 907203918

ORANGE COUNTY FLOOD CONTROL
DISTRICT
300 N FLOWER ST #6TH
SANTA ANA CA 927035001

MARK DE LELLIS
11294 ROCHELLE ST
LOS ALAMITOS CA 907203949

FLORITA I CAJAYON
11274 ROCHELLE ST
LOS ALAMITOS CA 907203949

KERI GONZALEZ
11244 ROCHELLE ST
LOS ALAMITOS CA 907203949

BARKER PAMELA J LIVING TRUST
5172 CANTERBURY DR
CYPRESS CA 906303648

LUPE FAMILY TR DE LEON
3652 THOR AVE
LOS ALAMITOS CA 907203930

CITY OF LOS ALAMITOS
3191 KATELLA AVE
LOS ALAMITOS CA 907202335

ARTHUR DE BOLT
3862 DENWOOD AVE
LOS ALAMITOS CA 907203935

ROBERT W CHESNUT
3161 TUCKER LN
LOS ALAMITOS CA 907204821

FRANK TR RATAJCZAK
3621 THOR AVE
LOS ALAMITOS CA 907203929

QUAN S & P FAMILY TRUST
PO BOX 2222
LOS ALAMITOS CA 907207222

MARVIN M ZAVATSKY
2803 MONOGRAM AVE
LONG BEACH CA 908151537

KARL ALBERT KRAMER
16441 NE 19TH ST
BELLEVUE WA 980082601

5523 ATLANTIC APARTMENTS LLC
PO BOX 41238
LONG BEACH CA 908531238

JESSE THOMPSON
2117 EL DORADO ST
LOS OSOS CA 934022309

KENNETH E HUSS
2861 COAST CIR #C
HUNTINGTON BEACH CA 926491816

HOWARD EAST LLC
6571 E EL ROBLE ST
LONG BEACH CA 908154620

MARIA ROGERS
11388 HARRISBURG RD
LOS ALAMITOS CA 907203916

MAMIE M M M REVOC TR WONG
11392 HARRISBURG RD
LOS ALAMITOS CA 907203916

ELAINE W HUTCHISON
4543 E ANAHEIM ST
LONG BEACH CA 908043119

DON R JOHNSTON
13224 BARLIN AVE
DOWNEY CA 902425104

VAG HOWARD PROP LLC
4543 E ANAHEIM ST
LONG BEACH CA 908043119

ARTHUR A ORSTER OSTER , S RUBIN OSTER
3111 QUAIL RUN RD
LOS ALAMITOS CA 907202920

PAUL D BAKER
2037 W 16TH ST
LONG BEACH CA 908131007

SWUN SI THE JKS TR
6245 ARUBA CT
CYPRESS CA 906305333

PAUL V FLEMING LIVIN TR KLEIN
81307 JASMINE CT
LA QUINTA CA 922538196

QUAN S & P FAMILY TRUST
PO BOX 2222
LOS ALAMITOS CA 907207222

SANDER ROGOFF
1710 EMERALD COVE WAY
SEAL BEACH CA 907406226

MARIA ROGERS
11388 HARRISBURG RD
LOS ALAMITOS CA 907203916

SAGE HILL THE
1 VIA LUNA ST
DANA POINT CA 926294086

HEATHER STOTLANDTR RAPHAEL
3822 GREEN AVE
LOS ALAMITOS CA 907203306

KESKY L E & D J 2016 TRUST
3292 WENDY WAY
LOS ALAMITOS CA 907204341

KEVIN S FALSKEN
909 ELECTRIC AVE #214
SEAL BEACH CA 907408900

L L BELL BELL
5601 STANFORD AVE
GARDEN GROVE CA 928452436

CINDY W S FAMILY TR LOUIE
17795 MONTEZUMA CIR
FOUNTAIN VALLEY CA 927085218

LISA SPRING DAYAN-KEYLON
9658 RAVEN CIR
FOUNTAIN VALLEY CA 927086614

MARINA ORIS
62 SCARLET BLOOM
IRVINE CA 926188808

KEANG H KHO , JANE S KHO
11363 ROCHELLE ST
LOS ALAMITOS CA 907203950

KENNETH M BRANDBERRY
12856 MARTHA ANN DR
LOS ALAMITOS CA 907204963

LAWHON LYNNE C LIVING TRUST
11352 CHERRY ST
LOS ALAMITOS CA 907203912

TAKEMOTO & KWAN FAMILY TRUST
11343 ROCHELLE ST
LOS ALAMITOS CA 907203950

KERRAN M LAKIN
11333 ROCHELLE ST
LOS ALAMITOS CA 907203950

BRUCE HITCHMAN
120 TUSTIN AVE #C
NEWPORT BEACH CA 926634729

GARY S MATSUBARA
11382 PINE ST
LOS ALAMITOS CA 907203922

C & M REALTY INVESTMENTS LLC
11332 CHERRY ST
LOS ALAMITOS CA 907203912

PAUL N GRIECO JR
11302 CHERRY ST
LOS ALAMITOS CA 907203912

CHRISTOPHER S SIPES , KAORI N SIPES
11361 CHERRY ST
LOS ALAMITOS CA 907203911

SAM HARP , ELIZABETH HARP
11351 CHERRY ST
LOS ALAMITOS CA 907203911

ALICE Z A Z LIVING TR HOBBS
2992 SALMON DR
LOS ALAMITOS CA 907204655

DAVID R LUDWIG & KRISTIN A LUDWIG
11311 CHERRY ST
LOS ALAMITOS CA 907203911

MILAN STEPHEN ANDRUS
11293 ROCHELLE ST
LOS ALAMITOS CA 907203948

MARY HARDWICK BOLTON
11273 ROCHELLE ST
LOS ALAMITOS CA 907203948

CAMMISO JOSEPH LIVING TRUST
11292 CHERRY ST
LOS ALAMITOS CA 907203910

MARTIN FAMILY TRUST
11272 CHERRY ST
LOS ALAMITOS CA 907203910

RYAN LEITNER , ELZBIETA LEITNER
11262 CHERRY ST
LOS ALAMITOS CA 907203910

ORANGE COUNTY FLOOD CONTROL
DISTRICT
300 N FLOWER ST #6TH
SANTA ANA CA 927035001

ISAIAS LUGO HERNANDEZ
11242 CHERRY ST
LOS ALAMITOS CA 907203910

JOE RIPLEY
11271 CHERRY ST
LOS ALAMITOS CA 907203909

JOSEPH NAPOLITANO
11261 CHERRY ST
LOS ALAMITOS CA 907203909

JOHN P LAURAIN & CHARLOTTE E LAURAIN
11362 REAGAN ST
LOS ALAMITOS CA 907203925

SOUTH COUNTY ESTATES INC
24881 ALICIA PKWY #227
LAGUNA HILLS CA 926534617

ANDREW S FEINOUR , SHEILA FEINOUR
11342 REAGAN ST
LOS ALAMITOS CA 907203925

JANET LEE HALE
11351 REAGAN ST
LOS ALAMITOS CA 907203908

TIMOTHY PLAYTER , KELLIE PLAYTER
11341 REAGAN ST
LOS ALAMITOS CA 907203908

GAIL C FRANK
11312 REAGAN ST
LOS ALAMITOS CA 907203925

SUZANNE M CONDON
11302 REAGAN ST
LOS ALAMITOS CA 907203925

JUSTINO JIMENEZ
11311 REAGAN ST
LOS ALAMITOS CA 907203908

ROBERT DAVID MAGIE & MELANIE R MAGIE
11301 REAGAN ST
LOS ALAMITOS CA 907203908

HOBERT FAMILY TRUST
11362 PINE ST
LOS ALAMITOS CA 907203922

GERALD L LAYTON
11342 PINE ST
LOS ALAMITOS CA 907203922

MELODY L M TR LIZAK
11332 PINE ST
LOS ALAMITOS CA 907203922

MICHAEL A ROBERTS & KELLEY A ROBERTS
11302 PINE ST
LOS ALAMITOS CA 907203922

THOMAS R NIGRO
100 PACIFICA #220
IRVINE CA 926187441

TOUPHIE N TORN , SIM KEO
11262 REAGAN ST
LOS ALAMITOS CA 907203924

VIVIAN AFANA
11291 REAGAN ST
LOS ALAMITOS CA 907203923

BILLY T HART
11271 REAGAN ST
LOS ALAMITOS CA 907203923

CRAIG MATTHEW HOUCK
11242 REAGAN ST
LOS ALAMITOS CA 907203924

DONIELLE L SILVERA
11241 REAGAN ST
LOS ALAMITOS CA 907203923

DAVID M WALL , JANET V WALL
3001 E OCEAN BLVD
LONG BEACH CA 908032537

JAMES L FAMILY TR BELL
3252 ORANGEWOOD AVE
LOS ALAMITOS CA 907203830

PLATO ENTS LLC
3742 KATELLA AVE #400
LOS ALAMITOS CA 907203172

JIMMY NOCON , CYNTHIA NOCON
11391 HARRISBURG RD
LOS ALAMITOS CA 907203915

DUANE L LEE
3541 THOR AVE
LOS ALAMITOS CA 907203928

KENNETH E D E DECLAR TR HUSS
2861 COAST CIR #C
HUNTINGTON BEACH CA 926491816

RICHARD W GOLDSMITH
11401 HARRISBURG RD
LOS ALAMITOS CA 907203917

MARGARET MARY DAU
3709 FARQUHAR AVE
LOS ALAMITOS CA 907203954

WAHL HERBERT W LIVING TRUST
3695 FARQUHAR AVE
LOS ALAMITOS CA 907203987

ESTHER KE HSU
876 VIA DEL MONTE
PALOS VERDES ESTATES CA 902741664

LEE PAUL LING THE LEE FAMILY TR
13011 BAHIA DR
CERRITOS CA 907037310

BAKER J SPECIAL NEEDS TRUST
1 VIA LUNA ST
DANA POINT CA 926294086

BILL R WADDLE
6466 SAN ANDRES AVE
CYPRESS CA 906305324

BRUCE E SEATON
4338 VIA LARGO
CYPRESS CA 906303452

FIRST DONALD MICHAEL
230 SAVONA WALK
LONG BEACH CA 908035026

GREEN ENTERPRISES
13337 SOUTH ST #683
CERRITOS CA 907037308

QUAN DANIEL & RITA FAM TRUST
12286 BRIDGEWATER WAY
SEAL BEACH CA 907402775

JAMES YUAN LONG GER
6260 MAJORCA CIR
LONG BEACH CA 908034813

TONY H KALE & TRANG T T NGUYEN
11404 HARRISBURG RD
LOS ALAMITOS CA 907203971

NAOMI S COHEN
34 SIDNEY BAY DR
NEWPORT COAST CA 926572105

SASAN FARAJIAN , TARA FARAJIAN
2782 KEMPTON DR
LOS ALAMITOS CA 907204618

MICKIE J M J REVOC TR PARKHOUSE
6475 E PACIFIC COAST HWY
LONG BEACH CA 908034201

SHIH LIN LUE
PO BOX 595
LOS ALAMITOS CA 907200595

VANNEL PRAK
3676 HOWARD AVE
LOS ALAMITOS CA 907203651

JEFFREY R FREDERICKSON
15 CAMEO CRST
LAGUNA NIGUEL CA 926779211

BRIAN B GORMAN
3351 KENILWORTH DR
LOS ALAMITOS CA 907203839

JAGDEEP SINGH
11418 KNOTT ST
GARDEN GROVE CA 928411425

FARQUHAR INVESTMENTSL 3611
3552 GREEN AVE #201
LOS ALAMITOS CA 907203250

SLIMMER L & D LIVING TRUST
PO BOX 715
LOS ALAMITOS CA 907200715

EDWARD ZOHRABIAN
101 VISTA DEL GOLFO
LONG BEACH CA 908034158

KATHRYN C MITCHELL
17211 SANDRA LEE LN
HUNTINGTON BEACH CA 926494354

PAULA L CURTISS
3672 GREEN AVE
LOS ALAMITOS CA 907203238

FIRST DONALD MICHAEL
230 SAVONA WALK
LONG BEACH CA 908035026

FIVE BY FIVE INVESTORS
3532 KATELLA AVE #111
LOS ALAMITOS CA 907203144

FIVE BY FIVE INVESTORS
3532 KATELLA AVE #111
LOS ALAMITOS CA 907203144

ORANGE COUNTY FIRE AUTHORITY
1 FIRE AUTHORITY RD
IRVINE CA 926020125

ESTRELLITA ARMS LLC
100 WILSHIRE BLVD #2000
SANTA MONICA CA 904011116

STEVEN J GERSCHULTZ
3602 COURTSIDE CIR
HUNTINGTON BEACH CA 926492912

WUESTHOFF FAMILY TRUST
320 COVINA AVE
LONG BEACH CA 908031906

TONY H KALE & TRANG T T NGUYEN
11404 HARRISBURG RD
LOS ALAMITOS CA 907203971

LINDA E PATOW
10251 KINGS ST
LOS ALAMITOS CA 907202230

TIMOTHY D BONNEY
4403 FAIRWAY DR
LAKEWOOD CA 907123761

ALICIA HASTRUP
10434 CASANES AVE
DOWNEY CA 902412911

GERALDINE A WUESTHOFF
320 COVINA AVE
LONG BEACH CA 908031906

KLISTOFF LLC
16935 EDGEWATER LN
HUNTINGTON BEACH CA 926494205

DEDOLA FAMILY LLC
3822 KATELLA AVE
LOS ALAMITOS CA 907203302

STEPHEN S ASAKI
3791 GREEN AVE
LOS ALAMITOS CA 907203207

GEORGES F ELKHOURY & REBECCA L
ELKHOURY
PO BOX 91865
LONG BEACH CA 908091865

KALE MARY A C TRUST
362 REDONDO AVE #8
LONG BEACH CA 908144672

KATELLA LLC
3810 KATELLA AVE
LOS ALAMITOS CA 907203302

DALE L COOPER & DOROTHY E COOPER
11406 HARRISBURG RD
LOS ALAMITOS CA 907203971

BLACKBURN J & T LIVING TRUST
1717 ASPENWOOD LN
HUNTINGTON BEACH CA 926482714

THE LEMARA GROUP LLC
640 E ARMANDO DR
LONG BEACH CA 908073503

GREEN AVE LLC
3862 DENWOOD AVE
LOS ALAMITOS CA 907203935

K DEAN ZITKO
18566 CALERA LN
HUNTINGTON BEACH CA 926486832

WILLIAM GERALD BERTRAM
2543 LADOGA AVE
LONG BEACH CA 908152308

ANDRE B T DUONG
2470 IRVINE COVE CRES
LAGUNA BEACH CA 926511036

DAVID L C CHIU
937 N GRANADA AVE
ALHAMBRA CA 918011129

CROWN PROFESSIONAL
40 N INTERSTATE 35 #7B2
AUSTIN TX 787014358

CROWN PROFESSIONAL
40 N INTERSTATE 35 #7B2
AUSTIN TX 787014358

REAGAN PROPERTIES LTD
3532 KATELLA AVE #111
LOS ALAMITOS CA 907203144

MERBERT HSU & SANDY HSU
21 FRESCO
IRVINE CA 926034103

D & L LIGHTNER PROPERTIES LLC
237 CANAL ST
NEWPORT BEACH CA 926631843

STEVEN J GERSCHULTZ
3602 COURTSIDE CIR
HUNTINGTON BEACH CA 926492912

HELEN M LACASTO
11361 PINE ST
LOS ALAMITOS CA 907203921

CELERINO ARMENTA
11341 PINE ST
LOS ALAMITOS CA 907203921

ASHLEY D NICHOLLS & AMELIA L A
NICHOLLS
11331 PINE ST
LOS ALAMITOS CA 907203921

DANIEL MARK COOKSEY
39 RADIANCE LN
RANCHO SANTA MARGARITA CA 926888718

SAFEWAY INC
1371 OAKLAND BLVD #200
WALNUT CREEK CA 945968408

HINDS INVESTMENT
505 LOMAS SANTA FE DR #170
SOLANA BEACH CA 920751333

CINDY ROBIN TISDALE VANN , MATTHEW W
VANN
11291 PINE ST
LOS ALAMITOS CA 907203919

TRACY J JARVIS
11271 PINE ST
LOS ALAMITOS CA 907203919

WINNIE KWAN
11241 PINE ST
LOS ALAMITOS CA 907203919

HINDS INVESTMENT
505 LOMAS SANTA FE DR #170
SOLANA BEACH CA 920751333

HINDS INVESTMENT
505 LOMAS SANTA FE DR #170
SOLANA BEACH CA 920751333

SBMC RETAIL PORTFOLIO LLC
433 N CAMDEN DR #800
BEVERLY HILLS CA 902104412

HINDS 2019 FAMILY TRUST
18903 BRITTANY PL
ROWLAND HEIGHTS CA 917484961

YAVITZ I LLC JACK IN THE BOX INC
9330 BALBOA AVE
SAN DIEGO CA 921231516

WEBB FAMILY HOLDINGS B LLC
2120 HARBOR BLVD
COSTA MESA CA 926278513

WANG DENNIS LIVING TRUST
1155 S GRAND AVE #2010
LOS ANGELES CA 900152275

FARQUHAR INVESTMENT GROUP
PO BOX 1013
LOS ALAMITOS CA 907201013

ISABELLA M TR A DUGAN
12691 ABBOTT ST
GARDEN GROVE CA 928414901

PAUL V FLEMING LIVIN TR KLEIN
81307 JASMINE CT
LA QUINTA CA 922538196

RICHARD G HUNNICUTT , NANCY L
HUNNICUTT
6590 EAGLE RIDGE CT
GILROY CA 950203020

FARQUHAR INVESTMENT GROUP
6621 E PACIFIC COAST HWY #255
LONG BEACH CA 908034241

ROBERT MICHAEL GOUGH
3562 HOWARD AVE
LOS ALAMITOS CA 907203689

HOWARD STREET PARTNERS
5167 E VISTA HERMOSA ST
LONG BEACH CA 908153933

SOMMER STAPLE INC
3532 KATELLA AVE #111
LOS ALAMITOS CA 907203144

PAUL E KENTISH
3510 LAKE AVE
NEWPORT BEACH CA 926633148

DENNIS R GERBER
5860 SPINNAKER BAY DR
LONG BEACH CA 908036818

GREEN AVENUE PARTNERS LLC
608 SILVER SPUR RD #360
ROLLING HILLS ESTATES CA 902743723

GREEN AVENUE PARTNERS LLC
608 SILVER SPUR RD #360
ROLLING HILLS ESTATES CA 902743723

PEREZ HELEN THE PEREZ FAMILY TR
5728 PINE CT
CYPRESS CA 906303816

3611 FARQUHAR INVESTMENTS LLC
3552 GREEN AVE
LOS ALAMITOS CA 907203243

11110 LOS ALAMITOS LLC
11110 LOS ALAMITOS BLVD #208
LOS ALAMITOS CA 907203602

SPOT INVESTMENTS
3638 SAGE CANYON DR
ENCINITAS CA 920247917

RICHARD T AHN
16811 BOLERO LN
HUNTINGTON BEACH CA 926493027

OLDE LAS BUILDING LLC
3129 THE STRAND
HERMOSA BEACH CA 902542356

11110 LOS ALAMITOS LLC
11110 LOS ALAMITOS BLVD #208
LOS ALAMITOS CA 907203602

HB INVESTMENT GROUP LLC
3722 E BROADWAY
LONG BEACH CA 908036105

GARY L KRAMER
2010 N TUSTIN AVE
SANTA ANA CA 927057827

LAURA C OCONNOR
2224 LOMINA AVE
LONG BEACH CA 908152117

MC DONALDS CORP
4431 CORPORATE CENTER DR #121
LOS ALAMITOS CA 907208520

KARL JOSEPH TURNER
361 NEW HAMPSHIRE WAY
PLACENTIA CA 928705023

KAWAI PROPERTY TRUST
2025 W 231ST ST
TORRANCE CA 905015407

KAWAI PROPERTY TRUST
2025 W 231ST ST
TORRANCE CA 905015407

CITY OF LOS ALAMITOS
3191 KATELLA AVE
LOS ALAMITOS CA 907202335

BANK JPMORGAN CHASE NA
PO BOX 8265
WICHITA FALLS TX 763078265

WOLFGANG EBNER
8202 ALONDRA BLVD
PARAMOUNT CA 907234402

JOEL A FRUEHAN
PO BOX 3411
SEAL BEACH CA 907402411

MICHELE SUE DUVALL
9081 COLLIER LN
WESTMINSTER CA 926836466

EDWIN RAY GEIGER
17702 IRVINE BLVD #100
TUSTIN CA 927803236

LINDA L RUSSELL
4451 FARQUHAR AVE
LOS ALAMITOS CA 907203719

THOMAS H BOSWELL
11832 KENSINGTON RD
LOS ALAMITOS CA 907204419

WANG 2020 FAMILY TRUST
19018 FIKSE LN
CERRITOS CA 907038201

BILL FAMILY TR BENNETT
21901 OCEANVIEW LN
HUNTINGTON BEACH CA 926468218

JOHN F ESPINOZA
268 BUSH ST #3728
SAN FRANCISCO CA 941043503

STEVEN MARINOFF JR
12661 SILVER FOX RD
LOS ALAMITOS CA 907205261

PETER K WONG
4391 FARQUHAR AVE
LOS ALAMITOS CA 907203718

ERIC KOHN , MARY EMLN
PO BOX 891
LONG BEACH CA 908010891

KWON H FAMILY TR FAM TR LEE
12335 ROSE ST
CERRITOS CA 907038125

MESHKINPOUR & MEHRI-MESH TRUST
PO BOX 733
LOS ALAMITOS CA 907200733

DUANE MELVIN LYNCH
4421 HOWARD AVE
LOS ALAMITOS CA 907203738

VINCENT B CISNEROS , KATHARINE A
CISNEROS
11421 SNARK ST
LOS ALAMITOS CA 907203926

RICHARD A MALLEY
3561 HOWARD AVE
LOS ALAMITOS CA 907205307

ALICIA J A ARIAS , A FAMILY TR ARIAS
11441 SNARK ST
LOS ALAMITOS CA 907203926

MELEIKA MAHA
8855 E CLOUDVIEW WAY
ANAHEIM CA 928081679

JOHN D MC DONNELL
18160 COTTONWOOD RD #760
SUNRIVER OR 977079317

DH GREEN PROPERTIES LLC
4439 WHITNEY DR
EL MONTE CA 917311533

YOSHIO NARAHARA
7212 EMERSON AVE
WESTMINSTER CA 926836106

RICHARD R R R VERDUGO , B D REVOC TR
VERDUGO
1230 GUNSMOKE RD
NORCO CA 928603877

BYRD DAVID N TR 2013 BYRD FAMILY TR
21 ACORN DR
SUMMIT NJ 079014103

JAMES A SPINA & CAMILLE A SPINA
28 VIA CORSICA
DANA POINT CA 926293357

BRADLEY C FAMILY LIV TR HAND
3971 MARION AVE
LOS ALAMITOS CA 907202241

DONNA L SHALBEY , D 2010 BYPASS TR
SHALBEY
11151 LOCH LOMOND RD
LOS ALAMITOS CA 907202910

DENNIS D LAMBERT
5712 EBERLE ST
LAKEWOOD CA 907131839

BELLA VITA ESTATES LLC
3292 WENDY WAY
LOS ALAMITOS CA 907204341

VIVIAN J V CRITTENDEN , J CRITTENDEN
4312 HOWARD AVE
LOS ALAMITOS CA 907203709

HERMAN BARIN & ALEXANDRINA BARIN
4302 HOWARD AVE
LOS ALAMITOS CA 907203764

RAYMOND DE MOTTA , BOBBIE JEAN DE
MOTTA
4361 HOWARD AVE
LOS ALAMITOS CA 907203708

GEORGE K SYRENGELAS
18278 MOUNT STEWART CIR
FOUNTAIN VALLEY CA 927086444

JOHN F MARTINEZ
PO BOX 892080
TEMECULA CA 925892080

JOHN F MARTINEZ
PO BOX 892080
TEMECULA CA 925892080

SHAGENA M S SEPARATE PRO TRUST
PO BOX 135
LOS ALAMITOS CA 907200135

ENTRUST ADMIN, NARENDA VASANT RAU
IRA
16682 ROBERT LN
HUNTINGTON BEACH CA 926474241

MARIA I VELA
4322 GREEN AVE #4
LOS ALAMITOS CA 907203543

HELEN BRASTOFF
1131 E MAIN ST #107
TUSTIN CA 927804400

CRYAN J SEPARATE PROP TRUST
2861 COAST CIR #C
HUNTINGTON BEACH CA 926491816

AMADO PETE RODRIGUEZ
5796 STRATMORE AVE
CYPRESS CA 906304622

ROBERT DUANE LESTER
4292 HOWARD AVE
LOS ALAMITOS CA 907203766

ELEPHANTS EAR 1031 LLC
12340 SEAL BEACH BLVD #B413
SEAL BEACH CA 907402792

ROBERT H BARNES
4262 HOWARD AVE #A
LOS ALAMITOS CA 907203724

SWUN SI THE JKS TR
6245 ARUBA CT
CYPRESS CA 906305333

SHOKOOHI MEHDI THE SHOKOOHI LIVING
TR
910 S JAY CIR
ANAHEIM CA 928082105

JERRY L JONES
4540 CHANTRY CT
CYPRESS CA 906303501

MAY YEE R R PACE , M Y TR PACE
6443 BIXBY TERRACE DR
LONG BEACH CA 908154700

DIANE J GARMAN
4291 HOWARD AVE
LOS ALAMITOS CA 907203768

DIANE J WASKO
4281 HOWARD AVE
LOS ALAMITOS CA 907203768

JACK C ROWAN & MARY T ROWAN
545 ORLENA AVE
LONG BEACH CA 908141854

JASON HICKOX
4292 GREEN AVE
LOS ALAMITOS CA 907203554

MIR M MADANI
1344 VIA CORONEL
PALOS VERDES ESTATES CA 902741938

LAWRENCE J EWASKA
11 COVINGTON DR
PALM DESERT CA 922600607

JOIE D J D NOWKA
4252 GREEN AVE
LOS ALAMITOS CA 907203554

JUDY KOONG J K LIVIN TR DENNIS
19856 MERRIBROOK DR
SARATOGA CA 950705460

FORDHAM GREEN LLC
3061 INVERNESS DR
LOS ALAMITOS CA 907204208

WEAVER JUDY LYNN TR J L WEAVER REAL
ESTATE TR
16052 MELODY LN
HUNTINGTON BEACH CA 926492354

DONALD SQUILLACE , KATARINA
SQUILLACE
PO BOX 2325
SEAL BEACH CA 907401325

BETTY M CLAYTON
4405 GREEN AVE #1
LOS ALAMITOS CA 907203529

MELINDA A FRIZZELL , DONALD C FRIZZELL
6485 E SURREY DR
LONG BEACH CA 908154744

ANDREW G CHAPRALIS
11264 JAMAICA ST
CYPRESS CA 906305316

SWUN SI THE JKS TR
6245 ARUBA CT
CYPRESS CA 906305333

EITAN BARAZANI
3332 CORTESE DR
LOS ALAMITOS CA 907204306

FORDHAM GREEN LLC
3061 INVERNESS DR
LOS ALAMITOS CA 907204208

HENRY Y OTA
5801 IRIS CIR
LA PALMA CA 906231856

VASILIOS K SYRENGELAS
8852 SEASPRAY DR
HUNTINGTON BEACH CA 926462652

JOHN T J LIVING TR BIERMAN
6283 E RIO GRANDE DR
ANAHEIM CA 928074041

ANNE V NGUYEN , TUAN M TRAN
9701 CENTRAL AVE
GARDEN GROVE CA 928442401

TUESDAY COWS LLC
1305 HOFFER DR
ALHAMBRA CA 918012856

LORINDA SMOCK
3118 NE BARRINGTON CT
BEND OR 977017601

W PRESLEY I PARTNERSHIP
4185 PORTE DE MERANO #155
SAN DIEGO CA 921221946

TOWN SQUARE PROPERTIES
PO BOX 15928
BEVERLY HILLS CA 902091928

BRENT D JAFFE & AYREEN H JAFFE
11452 CHERRY ST
LOS ALAMITOS CA 907203914

JUANA L GONZALES
3682 THOR AVE
LOS ALAMITOS CA 907203930

JULIE E PFEIFER
3672 THOR AVE
LOS ALAMITOS CA 907203930

ROBERT E R E REVOC TR MCGREGOR
11422 CHERRY ST
LOS ALAMITOS CA 907203914

DONALD L AGOLD & LAURA L AGOLD
191 ENCHANTED DR
ENCHANTED OAKS TX 751569002

ARIAS FAMILY LIVING TRUST
11382 CHERRY ST
LOS ALAMITOS CA 907203912

VU NGUYEN & NGOC LAM
3681 THOR AVE
LOS ALAMITOS CA 907203929

CLYDE E FOSS
3671 THOR AVE
LOS ALAMITOS CA 907203929

RUBEN M RAMIREZ
11409 HARRISBURG RD
LOS ALAMITOS CA 907203917

JOHN W BANTLE
11381 CHERRY ST
LOS ALAMITOS CA 907203911

WILLIAM T COMBS III & DANIELLE A COMBS
3642 THOR AVE
LOS ALAMITOS CA 907203930

GAKNERAS ALBERT TRUST
3612 THOR AVE
LOS ALAMITOS CA 907203930

XIMING WANG , DONGWEN CHEN
3602 THOR AVE
LOS ALAMITOS CA 907203930

HOWARD HARRISON HAYUNGS
3651 THOR AVE
LOS ALAMITOS CA 907203929

JOHN J BENAVIDES & J 2015 TR BENAVIDES
3641 THOR AVE
LOS ALAMITOS CA 907203929

BRIAN L MORGAN & JANELLE D MORGAN
11372 HARRISBURG RD
LOS ALAMITOS CA 907203916

GREGORY A KAUTZ
11392 REAGAN ST
LOS ALAMITOS CA 907203925

BAKER J SPECIAL NEEDS TRUST
1 VIA LUNA ST
DANA POINT CA 926294086

SHASHA JOSEPH & AMY 2021 TRUST
11381 REAGAN ST
LOS ALAMITOS CA 907203908

MARILYN A DELCOURSE
2717 MONTECITO DR
FALLBROOK CA 920288164

BOB G BLOOM
5232 HOWARD AVE
LOS ALAMITOS CA 907202720

JOHN C FALLAN
5212 HOWARD AVE
LOS ALAMITOS CA 907202720

SHARON R TOOMEY
5202 HOWARD AVE
LOS ALAMITOS CA 907202720

DAVID D D QUINN & S LIVING TR QUINN
5172 HOWARD AVE
LOS ALAMITOS CA 907202718

DANIEL WEBBER , KIMBERLY WEBBER
5162 HOWARD AVE
LOS ALAMITOS CA 907202718

JACKIE HARRIS
16672 CHARLES LN
HUNTINGTON BEACH CA 926474604

ARUNKUMAR MUTHALAMPET , SARITHA
GOPALAKRISHNAN
5132 HOWARD AVE
LOS ALAMITOS CA 907202718

AARON M ADKINSON , CRYSTELA A
JACINTO
5102 HOWARD AVE
LOS ALAMITOS CA 907202718

STACI M GONZALEZ & EDUARDO
GONZALEZ
5092 HOWARD AVE
LOS ALAMITOS CA 907202716

PETER M KELLY
5072 HOWARD AVE
LOS ALAMITOS CA 907202716

FRANK W FORMAN
5052 HOWARD AVE
LOS ALAMITOS CA 907202716

GARABET MUTAFYAN
5032 HOWARD AVE
LOS ALAMITOS CA 907202716

FRED S LOPEZ & KAREN M LOPEZ
5022 HOWARD AVE
LOS ALAMITOS CA 907202716

GLEN M VITUG & JUDY TAYAG VITUG
4992 HOWARD AVE
LOS ALAMITOS CA 907202714

JUNE K MATSUO
11054 COBBLESTONE DR
RANCHO CORDOVA CA 956704275

GERALD E CAMPAGNA
4962 HOWARD AVE
LOS ALAMITOS CA 907202714

HOWARD L KNUCHELL
11151 ENTERPRISE DR
LOS ALAMITOS CA 907202603

JOSEPH D HASTIE & JENNIFER E HASTIE
4922 HOWARD AVE
LOS ALAMITOS CA 907202714

JAMES LOREN MELCHER , 2014 J MELCHER
4902 HOWARD AVE
LOS ALAMITOS CA 907202714

PATRICIA A LARSON
4882 HOWARD AVE
LOS ALAMITOS CA 907202641

NEUBAUER ELECTRIC INC
11072 VIA EL MERCADO
LOS ALAMITOS CA 907202812

WINNERS CIRCLE INVESTMENTS LLC
11132 WINNERS CIR #103
LOS ALAMITOS CA 907202885

WINNERS CIRCLE AUTO GROUP
3441 SAUSALITO ST
LOS ALAMITOS CA 907202123

ALLIED CAPITAL DEVELOPMENT LLC
10851 BLOOMFIELD ST
LOS ALAMITOS CA 907202504

LEE WALTER CRANE
11061 WINNERS CIR
LOS ALAMITOS CA 907202813

MATILDE D SPURGEON
11222 MINDORA ST
LOS ALAMITOS CA 907202731

ANNA T CHRISTENSEN & DENNIS G
CHRISTENSEN
11192 MINDORA ST
LOS ALAMITOS CA 907202729

PAUL A FASSOTH JR, JENNIFER R FASSOTH
11182 MINDORA ST
LOS ALAMITOS CA 907202729

BRADEN GARY A LIVING TRUST
11320 MAPLE ST
LOS ALAMITOS CA 907203947

WALTER J YESENOSKY
11221 MINDORA ST
LOS ALAMITOS CA 907202730

WILLIAM A CORBIN
5181 HOWARD AVE
LOS ALAMITOS CA 907202717

DANNETTE PEREZ
5182 TRIPOLI AVE
LOS ALAMITOS CA 907202739

KYUNG M PARK
11161 MINDORA ST
LOS ALAMITOS CA 907202741

JANG BOCK J B PARK & S S REVOC LIVING
TR PARK
11151 MINDORA ST
LOS ALAMITOS CA 907202741

JOE BETTENCOURT
17918 ARLINE AVE
ARTESIA CA 907014105

GEORGE E TOWNSHEND & LINDA
TOWNSHEND
11132 MINDORA ST
LOS ALAMITOS CA 907202729

JOHN D DIGNAN
11112 MINDORA ST
LOS ALAMITOS CA 907202729

HUGH D MACINNES & KAYOKO T MACINNES
11102 MINDORA ST
LOS ALAMITOS CA 907202729

JOHN F ELLINGER
11141 MINDORA ST
LOS ALAMITOS CA 907202741

STANLEY & MARYLS DAVIDSO TRUST
11111 MINDORA ST
LOS ALAMITOS CA 907202740

DANIEL P BALDAUF & JANE S BALDAUF
5181 KEARSARGE AVE
LOS ALAMITOS CA 907202724

MARK R LINDHOLM
11101 MINDORA ST
LOS ALAMITOS CA 907202740

ROUSE 1999 TRUST
4148 S FORK RD
CODY WY 824148010

RICHARD H LUBAN
PO BOX 260650
ENCINO CA 914260650

KATELLA PROPERTIES
5420 KATELLA AVE
LOS ALAMITOS CA 907202810

JAMES P JACKSON
13421 MILAN ST
WESTMINSTER CA 926831703

LEE PROPERTIES CO
13620 LINCOLN WAY #300
AUBURN CA 956033264

BWOLFF PROPERTIES LLC
3771 KATELLA AVE #300
LOS ALAMITOS CA 907203115

MHS INVESTMENTS LLC
18766 JEFFREY AVE
CERRITOS CA 907036170

BARBARA A E CAVANAUGH , B 2013 TR
CAVANAUGH
11082 MINDORA ST
LOS ALAMITOS CA 907202727

MARC MYERS , KRISTIN MYERS
5211 ANTIETAM AVE
LOS ALAMITOS CA 907202701

JOHN MULLIS
5191 ANTIETAM AVE
LOS ALAMITOS CA 907202704

NARONG SUREDECHAKUL
700 SEA BREEZE DR
SEAL BEACH CA 907405749

LOS ALAMITOS LTD PARTNERSHIP
2025 NEWPORT BLVD #200
COSTA MESA CA 926279544

DAVID SHAWAN LIOU
5171 HOWARD AVE
LOS ALAMITOS CA 907202717

GUIZADO LIVING TRUST
5161 HOWARD AVE
LOS ALAMITOS CA 907202717

RONALD W LOOFBOURROW & R W
LOOFBOURROW
5162 TRIPOLI AVE
LOS ALAMITOS CA 907202739

MICHAEL F MCGOUGAN & TERESITA R
MCGOUGAN
5151 HOWARD AVE
LOS ALAMITOS CA 907202717

MARTIN IRA KENIGSBERG
5152 TRIPOLI AVE
LOS ALAMITOS CA 907202739

CHRISTOPHER M CAUDANA & BARBARA A
CAUDANA
5132 TRIPOLI AVE
LOS ALAMITOS CA 907202739

JAY ALAN DOERRER
5161 TRIPOLI AVE
LOS ALAMITOS CA 907202738

PAUL KUBIATKO & JUNE E GEE
5151 TRIPOLI AVE
LOS ALAMITOS CA 907202738

RUSSELL HINES , LINDSAY ORTON
5121 HOWARD AVE
LOS ALAMITOS CA 907202717

ERIC FAMILY TR ARROYO
5122 TRIPOLI AVE
LOS ALAMITOS CA 907202739

LEWIS FAMILY TRUST
5082 HOWARD AVE
LOS ALAMITOS CA 907202716

ALISSA N YEE , ROBERT R VIRGA
5112 TRIPOLI AVE
LOS ALAMITOS CA 907202739

JUNG-HOON SHIN , HWA-YOUNG JEONG
5121 TRIPOLI AVE
LOS ALAMITOS CA 907202738

MICHAEL ANDREW KAAE
5111 TRIPOLI AVE
LOS ALAMITOS CA 907202738

LORENA J L J LIVING TR BARTLETT
5172 KEARSARGE AVE
LOS ALAMITOS CA 907202725

BUSTER FAMILY TR BLAN
5162 KEARSARGE AVE
LOS ALAMITOS CA 907202725

CATHY S JONES
5161 KEARSARGE AVE
LOS ALAMITOS CA 907202724

KWAN YONG JUNG , EUNHA RYU
5152 KEARSARGE AVE
LOS ALAMITOS CA 907202725

JEFFREY L HOGAN
3261 TIGERTAIL DR
LOS ALAMITOS CA 907204835

FELIX GONZALEZ
5131 KEARSARGE AVE
LOS ALAMITOS CA 907202724

ELLIOT WILLIAMS , WILLIAMS ELLECIA
5162 ANTIETAM AVE
LOS ALAMITOS CA 907202705

STEVEN G ROSSO
5152 ANTIETAM AVE
LOS ALAMITOS CA 907202705

TIMOTHY D BROWN
5122 KEARSARGE AVE
LOS ALAMITOS CA 907202725

JONGSMA K & J FAM TRUST
5121 KEARSARGE AVE
LOS ALAMITOS CA 907202724

CAROL O JOHNSON
5092 KEARSARGE AVE
LOS ALAMITOS CA 907202723

MARILYN S TRM SAILORS
5111 KEARSARGE AVE
LOS ALAMITOS CA 907202724

JOSEPH B CUSEO
5122 ANTIETAM AVE
LOS ALAMITOS CA 907202705

FOUNTAIN LIVING TRUST
5112 ANTIETAM AVE
LOS ALAMITOS CA 907202705

KEITH M JONES
5081 HOWARD AVE
LOS ALAMITOS CA 907202715

HUALI TONG
5071 HOWARD AVE
LOS ALAMITOS CA 907202715

KAZUTADA YOKOI , PHYLLIS N YOKOI
5072 TRIPOLI AVE
LOS ALAMITOS CA 907202737

WILLIAM H LIGHT
5061 HOWARD AVE
LOS ALAMITOS CA 907202715

JAMES P COYNE & LINDA K COYNE
5062 TRIPOLI AVE
LOS ALAMITOS CA 907202737

KENNETH CARL PARKER & KIMBERLY
KAYE PARKER
5052 TRIPOLI AVE
LOS ALAMITOS CA 907202737

SHEILA J WILLEY
5071 TRIPOLI AVE
LOS ALAMITOS CA 907202736

GERALD E MARTES
5061 TRIPOLI AVE
LOS ALAMITOS CA 907202736

CAROLYN WOODRUFF
5031 HOWARD AVE
LOS ALAMITOS CA 907202715

SANDRA M GRIFFIN
5032 TRIPOLI AVE
LOS ALAMITOS CA 907202737

TIMOTHY RUTLEDGE HALL
11212 BENNINGTON ST
LOS ALAMITOS CA 907202744

FLORENCE L SOUTHARD
4902 BELLE AVE
CYPRESS CA 906303519

ROBERT W FELDMAN
11162 BENNINGTON ST
LOS ALAMITOS CA 907202742

KHODABUX S KADIMI
1275 BLUE SKY DR
CARDIFF BY THE SEA CA 920071004

TINGLE RAYMOND H THE
5072 KEARSARGE AVE
LOS ALAMITOS CA 907202723

CAROLYN T C E SYLVIA , C T 1995 REVOC
SYLVIA
5081 KEARSARGE AVE
LOS ALAMITOS CA 907202722

DAVID G VAN WINKLE
5062 KEARSARGE AVE
LOS ALAMITOS CA 907202723

FRANCISCO PEÑA
5052 KEARSARGE AVE
LOS ALAMITOS CA 907202723

KRISTIN ANN WOITOVICH
1233 BEAULIEU CT
SAN JOSE CA 951255912

JOHNNIE SUE J S LIVI TR BRUCE
5082 ANTIETAM AVE
LOS ALAMITOS CA 907202703

RICK DIFFEE & VALLI S DOUKAS-DIFFEE
5062 ANTIETAM AVE
LOS ALAMITOS CA 907202703

MARIANNE Z FOUST
5052 ANTIETAM AVE
LOS ALAMITOS CA 907202703

DEAN KELLY V TRUST
5031 KEARSARGE AVE
LOS ALAMITOS CA 907202722

CLAUSEN FAMILY TRUST
11142 BENNINGTON ST
LOS ALAMITOS CA 907202742

DOMINGO F LEON
3605 LONG BEACH BLVD #235
LONG BEACH CA 908074024

SHANA PRECHTI
11102 BENNINGTON ST
LOS ALAMITOS CA 907202709

DOROTHY M PHILLIPS
5928 CANTALOUPE AVE
VAN NUYS CA 914014312

JONATHAN BROWN
11221 BENNINGTON ST #1
LOS ALAMITOS CA 907202745

JAN BURBA
11211 BENNINGTON ST
LOS ALAMITOS CA 907202745

MATHEW SORENSON
11182 BUNKER HILL DR
LOS ALAMITOS CA 907202713

CAMELIA E WEIGEL-JOLLY
11201 BENNINGTON ST
LOS ALAMITOS CA 907202745

LOUIS E HOFFMAN
11171 BENNINGTON ST
LOS ALAMITOS CA 907202708

DELMER HUFFMAN
11161 BENNINGTON ST
LOS ALAMITOS CA 907202708

JAMES LEE FUNK & RUTH ANN FUNK
11152 BUNKER HILL DR
LOS ALAMITOS CA 907202713

THOMAS SYLVESTER SAWYER
11142 BUNKER HILL DR
LOS ALAMITOS CA 907202713

JIMENEZ TRUST
8051 E DAMAR ST
LONG BEACH CA 908083232

LAFATA FAMILY TRUST
11161 BUNKER HILL DR
LOS ALAMITOS CA 907202712

DANNIE BOSLER
11141 BUNKER HILL DR
LOS ALAMITOS CA 907202712

ROBERT J STEVENS
11131 BUNKER HILL DR
LOS ALAMITOS CA 907202712

W J KOBATA
271 NEWPORT AVE #C
LONG BEACH CA 908035990

CHARLES LESTON GALL
11121 BENNINGTON ST
LOS ALAMITOS CA 907202708

DUFF J & J 2020 FAM TRUST
11122 BUNKER HILL DR
LOS ALAMITOS CA 907202713

APRIL CATRINA LEIVAS
11112 BUNKER HILL DR
LOS ALAMITOS CA 907202713

TONY FAMILY TR MIHATOV
11792 PASEO BONITA
LOS ALAMITOS CA 907204172

ALAN CASTILLO
16 BRYNWOOD LN
LADERA RANCH CA 926940530

ERNEST J ORTIZ SR & JOANNE LYNN ORTIZ
11092 BUNKER HILL DR
LOS ALAMITOS CA 907202711

CLYDE E MAILES
11082 BUNKER HILL DR
LOS ALAMITOS CA 907202711

ROBERT G KIZANIS & VELOMY N KIZANIS
11121 BUNKER HILL DR
LOS ALAMITOS CA 907202712

DAVID BRUCE THOMPSON , D B THOMPSON
11111 BUNKER HILL DR
LOS ALAMITOS CA 907202712

FRANKLIN M HELDMAN & JULIE A
HELDMAN
11091 BUNKER HILL DR
LOS ALAMITOS CA 907202710

SHEPHERD AHLM , MARGARET AHLM
11081 BUNKER HILL DR
LOS ALAMITOS CA 907202710

JANE M EUGE
11192 TARAWA DR
LOS ALAMITOS CA 907202735

EDWARD W FAMILY LIVI TR BRAAT
11182 TARAWA DR
LOS ALAMITOS CA 907202735

TALBOT J JAEGER
11152 TARAWA DR
LOS ALAMITOS CA 907202735

MAROLYN B BRIESE
11142 TARAWA DR
LOS ALAMITOS CA 907202735

URSULA A RHEE
11191 TARAWA DR
LOS ALAMITOS CA 907202734

RICHARD A MAGDAUG
11181 TARAWA DR
LOS ALAMITOS CA 907202734

GRADY L LIVING TR BRYANT
2954 PUNTA DEL ESTE DR
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DOUGLAS A MAYWALD & SHELLEY M
MAYWALD
11842 AMETHYST ST
GARDEN GROVE CA 928451203

NICHOLE COSGROVE OUDYK
11141 TARAWA DR
LOS ALAMITOS CA 907202734

ABOLSON M & ABOULHOSN S TRUST
11131 TARAWA DR
LOS ALAMITOS CA 907202734

JOSEPH E NAPOLES & JEANNETTE NAPOLES
11152 RANGER DR
LOS ALAMITOS CA 907202649

WILLIAM PATRICK W P TR JENNINGS
11142 RANGER DR
LOS ALAMITOS CA 907202649

JEFFREY A CASE
11122 TARAWA DR
LOS ALAMITOS CA 907202735

ROBERT E BINGHAM , CELIA BINGHAM
11112 TARAWA DR
LOS ALAMITOS CA 907202735

MARGARET EVELYN DECHKO
11092 TARAWA DR
CYPRESS CA 907202733

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11082 TARAWA DR
LOS ALAMITOS CA 907202733

JAMES P KADLAC
11121 TARAWA DR
LOS ALAMITOS CA 907202734

RONALD P SMITH & DONNA M SMITH
11111 TARAWA DR
LOS ALAMITOS CA 907202734

RENNAN QUIJANO , QUIJANO ANGELI
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11122 RANGER DR
LOS ALAMITOS CA 907202649

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11112 RANGER DR
LOS ALAMITOS CA 907202649

WESLEY R SAWYERS
11091 TARAWA DR
LOS ALAMITOS CA 907202732

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11092 RANGER DR
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11082 RANGER DR
LOS ALAMITOS CA 907202647

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NEWPORT BEACH CA 926607619

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5121 ANTIETAM AVE
LOS ALAMITOS CA 907202704

H & S ENERGY LLC
2860 N SANTIAGO BLVD #2ND
ORANGE CA 928671722

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5081 ANTIETAM AVE
LOS ALAMITOS CA 907202702

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11081 BENNINGTON ST
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187 WOODDUCK LN
CAVE JUNCTION OR 975239727

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11011 BUNKER HILL DR
LOS ALAMITOS CA 907202710

RICHARD D R D TR LEITNER
3272 QUAIL RUN RD
LOS ALAMITOS CA 907203048

DONN E FAMILYTR LOE
109 PRINCETON CIR
SEAL BEACH CA 907402515

GILLIAN P LEE
11022 TARAWA DR
LOS ALAMITOS CA 907202733

SUSAN S REVOC TR FORSTER
11061 TARAWA DR
LOS ALAMITOS CA 907202732

RALPH S DORWIN JR
11051 TARAWA DR
LOS ALAMITOS CA 907202732

RICHARD W MACIEL MACIEL JR
11021 TARAWA DR
LOS ALAMITOS CA 907202732

TIMOTHY ANDREW MOORE
11062 RANGER DR
LOS ALAMITOS CA 907202647

SANDRA BAKER
11042 RANGER DR
LOS ALAMITOS CA 907202647

TIMOTHY POWERS & ANGELA POWERS
11022 RANGER DR
LOS ALAMITOS CA 907202647

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11012 RANGER DR
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MARK GRAMENZ & GRAMENZ SCHERI
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ROBERT H MOORE JR & PATRICIA A MOORE
4752 HOWARD AVE
LOS ALAMITOS CA 907202622

ESPINOZA MADELINE THE ESPINOZA
FAMILY TR
4742 HOWARD AVE
LOS ALAMITOS CA 907202622

KAREN E THOMAS A ROMANO , K E LIVING
TR ROMANO
4712 HOWARD AVE
LOS ALAMITOS CA 907202622

TALBOT J J JAEGER , D JAEGER
4702 HOWARD AVE
LOS ALAMITOS CA 907202622

CHARLES ELKIND , ROKAMA ELKIND
11181 RANGER DR
LOS ALAMITOS CA 907202648

RIEDBERGER PAMELA THE P RIEDBERGER
FAMILY TR
11192 TICONDEROGA DR
LOS ALAMITOS CA 907202653

TIMOTHY D HOSTETLER
11161 RANGER DR
LOS ALAMITOS CA 907202648

JOE R VALDIVIA , LAURA A VALDIVIA
11151 RANGER DR
LOS ALAMITOS CA 907202648

SUZANNE FERGUSON
313 14TH ST
SEAL BEACH CA 907406508

ROBERT LEE TORRES
11152 TICONDEROGA DR
LOS ALAMITOS CA 907202653

CLINT A MOSLEY
11191 TICONDEROGA DR
LOS ALAMITOS CA 907202652

JEFFREY L TOMLIN & WENDY ANN TOMLIN
11181 TICONDEROGA DR
LOS ALAMITOS CA 907202652

LAURA CHRISTENSEN
11151 TICONDEROGA DR
LOS ALAMITOS CA 907202652

CATHERINE ANN C A RE TR DRISCOLL
11141 TICONDEROGA DR
LOS ALAMITOS CA 907202652

JOHN KHOA DO , NGAN K TRAN
11121 RANGER DR
LOS ALAMITOS CA 907202648

PETER W GRANDIA
11111 RANGER DR
LOS ALAMITOS CA 907202648

MICHAEL G AWAD
11132 TICONDEROGA DR
LOS ALAMITOS CA 907202653

SANCHEZ LIVING TRUST
11122 TICONDEROGA DR
LOS ALAMITOS CA 907202653

HEATHER VAN VOLKINBURG
11102 TICONDEROGA DR
LOS ALAMITOS CA 907202653

MARGENE T WARD
11091 RANGER DR
LOS ALAMITOS CA 907202646

CHET DAPHNE L WEBSTE TRUST CORBIN
11061 RANGER DR
LOS ALAMITOS CA 907202646

LOIS T WADDLE
11092 TICONDEROGA DR
LOS ALAMITOS CA 907202651

STEVEN ASCHOFF
11062 TICONDEROGA DR
LOS ALAMITOS CA 907202651

SHERI L WARREN
11131 TICONDEROGA DR
LOS ALAMITOS CA 907202652

WILLIAM J PUHL
11111 TICONDEROGA DR
LOS ALAMITOS CA 907202652

BARYE HABIB
11101 TICONDEROGA DR
LOS ALAMITOS CA 907202652

THOMAS A GIDDINGS , NORMA N GIDDINGS
11061 TICONDEROGA DR
LOS ALAMITOS CA 907202650

OROZCO FAMILY TRUST
4751 HOWARD AVE
LOS ALAMITOS CA 907202661

JASON PATTERSON , JENNIFER IM
11182 MIDWAY DR
LOS ALAMITOS CA 907202634

CHRISTINE C ZAMARRIP TR AAKER
11172 MIDWAY DR
LOS ALAMITOS CA 907202634

JOSE CUELLAR , LUZMILA HERNANDEZ
4721 HOWARD AVE
LOS ALAMITOS CA 907202661

GREGORY D BOHNET
11201 MIDWAY DR
LOS ALAMITOS CA 907202635

JAMES CROOKS
20451 ALISA LN
HUNTINGTON BEACH CA 926465301

HUBERT FAMILY LIVING TRUST
11181 MIDWAY DR
LOS ALAMITOS CA 907202633

RONALD KOELLER , CONNIE KOELLER
11151 MIDWAY DR
LOS ALAMITOS CA 907202633

BRYAN CARLSON , KELLY CARLSON
11182 ENTERPRISE DR
LOS ALAMITOS CA 907202604

JOSE VELASCO , SOVINA VELASCO
11152 ENTERPRISE DR
LOS ALAMITOS CA 907202604

LINDA LOU RUSSELL
4451 FARQUHAR AVE
LOS ALAMITOS CA 907203719

JAMES BOWER & DEENA BOWER
11112 MIDWAY DR
LOS ALAMITOS CA 907202634

BELL DAVID & TAWNY TRUST
11121 MIDWAY DR
LOS ALAMITOS CA 907202633

EDWARD GALLEGOS & PATRICIA Z
GALLEGOS
11102 MIDWAY DR
LOS ALAMITOS CA 907202634

N PETER HUGHES JR
11082 MIDWAY DR
LOS ALAMITOS CA 907202632

EDWARD A E CUNNINGHAM & LV 2013 TR
CUNNINGHAM
11101 MIDWAY DR
LOS ALAMITOS CA 907202633

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THUY NGUYEN
11140 MIDWAY DR
LOS ALAMITOS CA 90720

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6114 CORSICA CIR
LONG BEACH CA 908034855

KLAUS FAMILY TR WOJAK
11102 ENTERPRISE DR
LOS ALAMITOS CA 907202604

LARRY L PAUSTELL
11092 ENTERPRISE DR
LOS ALAMITOS CA 907202602

GEORGIANNA M LEONARD
11072 ENTERPRISE DR
LOS ALAMITOS CA 907202602

PAUL FAMILY TR STEVENS
4682 HOWARD AVE
LOS ALAMITOS CA 907202620

KYLE S OI
4652 HOWARD AVE
LOS ALAMITOS CA 907202620

VENEGAS T M SEPARATE PRO TRUST
10415 BROOKSHIRE AVE
DOWNEY CA 902412608

CARMEN DE LEON
4612 HOWARD AVE
LOS ALAMITOS CA 907202620

VECCHIO REAL ESTATE CORP, HOWARD
TRUST 4602
10485 BROADVIEW PL
SANTA ANA CA 927051466

LARRY OLSEN & JILL OLSEN
4562 HOWARD AVE
LOS ALAMITOS CA 907202618

BYRON FOWLER & JACQUELINE FOWLER
4552 HOWARD AVE
LOS ALAMITOS CA 907202618

MULLINS FAM YEAR 2021 L OF TRUST
4681 HOWARD AVE
LOS ALAMITOS CA 907202660

AAVO MIHKELSON
11191 ENTERPRISE DR
LOS ALAMITOS CA 907202603

ALLIANCE TRUST COMPANY TR
11192 ESSEX DR
LOS ALAMITOS CA 907202608

DUSTIN M IVES
11181 ENTERPRISE DR
LOS ALAMITOS CA 907202603

HOWARD L KNUCHELL
11151 ENTERPRISE DR
LOS ALAMITOS CA 907202603

CHAD DONVITO , LAURA DONVITO
11182 ESSEX DR
LOS ALAMITOS CA 907202608

RUBIN JOY FAMILY TRUST
11154 ESSEX DR
LOS ALAMITOS CA 907202608

KEVIN A JONES & EVA JONES
11211 ESSEX DR
LOS ALAMITOS CA 907202609

ANTONIO TRUJILLO , VANESSA CHICAS
11181 ESSEX DR
LOS ALAMITOS CA 907202607

MARINA A LECOUC
11161 ESSEX DR
LOS ALAMITOS CA 907202607

THOMAS R OLSZEWSKI , CYNTHIA
OLSZEWSKI
11131 ENTERPRISE DR
LOS ALAMITOS CA 907202603

PINTHUY TIM & RAOTANA C TIM
11121 ENTERPRISE DR
LOS ALAMITOS CA 907202603

DAVID S DE KONING , CHERYL D DE
KONING
11132 ESSEX DR
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GRUETTER
821 RODEO RD
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CYNTHIA WOKAL , GERALD WOKAL
11091 ENTERPRISE DR
LOS ALAMITOS CA 907202601

HOWARD SERENA M TRUST
11081 ENTERPRISE DR
LOS ALAMITOS CA 907202601

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LOS ALAMITOS CA 907202606

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LUTZ ROANA L TRUST
11121 ESSEX DR
LOS ALAMITOS CA 907202607

GREGG KESSLER & JOAN KESSLER
11091 ESSEX DR
LOS ALAMITOS CA 907202605

JILL SHARON RISBON ABUSHAM
11081 ESSEX DR
LOS ALAMITOS CA 907202605

BENJAMIN F CANON , KAREN Y CANON
4611 HOWARD AVE
LOS ALAMITOS CA 907202619

MICHAEL E PIERCE & CHRISTY A PIERCE
11192 LANGLEY DR
LOS ALAMITOS CA 907202630

FRANK J DESTRA & MANDI D DESTRA
11162 LANGLEY DR
LOS ALAMITOS CA 907202630

MANUEL MADLA & HEATHER MADLA
11152 LANGLEY DR
LOS ALAMITOS CA 907202630

ALTON V COROTAN , CAROLEE B COROTAN
11161 LANGLEY DR
LOS ALAMITOS CA 907202629

EDWIN C PAUL
4561 HOWARD AVE
LOS ALAMITOS CA 907202659

EDDIE R MANFRO , JEANINE Y MANFRO
4551 HOWARD AVE
LOS ALAMITOS CA 907202659

CARNEGIE W S & S L 2006 TRUST, CARNEGIE
W S & S L 2006 TRUST
16371 ARDSLEY CIR
HUNTINGTON BEACH CA 926492113

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3571 THOR AVE
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11162 SARATOGA DR
LOS ALAMITOS CA 907202640

HARRIETTE A FARAGI
11132 LANGLEY DR
LOS ALAMITOS CA 907202630

CARLOS M MENDIGOCHIA & NICOLE
BRANDT
11122 LANGLEY DR
LOS ALAMITOS CA 907202630

HOBBS JOEL D THE JOEL HOBBS TR
11092 LANGLEY DR
LOS ALAMITOS CA 907202628

OCTAVIO LANDEROS & YADIRA LANDEROS
11082 LANGLEY DR
LOS ALAMITOS CA 907202628

LOUELLA M L M LIVING TR FAIRCHILD
11131 LANGLEY DR
LOS ALAMITOS CA 907202629

TRACIE M CASTILLO
11121 LANGLEY DR
LOS ALAMITOS CA 907202629

NATALIE BLAND
11132 SARATOGA DR
LOS ALAMITOS CA 907202640

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11092 SARATOGA DR
LOS ALAMITOS CA 907202636

LARRY A DE MATTEO , LAWRENCE
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11051 RANGER DR
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11031 TICONDEROGA DR
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WILLIAM C POE FAMILY TR POE
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LOS ALAMITOS CA 907202615

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ANNETTE P HILLARY
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4622 KATELLA AVE
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OELKERS 2016 FAMILY TRUST
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HOWARD H HUBERT , P REVOC LIVING TR
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11181 SARATOGA DR
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11161 SARATOGA DR
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ALEXANDROS G VARONOS & VARONOS
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11182 LEXINGTON DR
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11162 LEXINGTON DR
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BUHLER LIVING TRUST
3692 KEMPTON DR
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3672 KEMPTON DR
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LOS ALAMITOS CA 907204164

MICHELLE LEAH SOMOANO
11951 PINE ST
LOS ALAMITOS CA 907204164

MATTHEW GINOCCHIO & MONIQUE
GINOCCHIO
12012 PASEO BONITA
LOS ALAMITOS CA 907204118

COASTAL FAMILY PROPERTIES LLC
12002 PASEO BONITA
LOS ALAMITOS CA 907204118

SABA F FATTALEH , DIANA MENTAS
11962 PASEO BONITA
LOS ALAMITOS CA 907204157

ARDAVAN MEHDIZADEH , CORINNE M
KAVENY
11952 PASEO BONITA
LOS ALAMITOS CA 907204157

VIRGINIA AGNELLI
11931 PINE ST
LOS ALAMITOS CA 907204164

DARRENN L PLATT & JENNIFER A PLATT
28620 BRUSH CANYON DR
YORBA LINDA CA 928876404

MARK D BALIAN
11901 PINE ST
LOS ALAMITOS CA 907204164

RONALD R MCKEEVER
11891 PINE ST
LOS ALAMITOS CA 907204162

VARDKES SEVANTSIAN
11871 PINE ST
LOS ALAMITOS CA 907204162

THOMAS J SPOTSKEY
11932 PASEO BONITA
LOS ALAMITOS CA 907204157

HIBARD EMILY 2020 TRUST
11912 PASEO BONITA
LOS ALAMITOS CA 907204157

PAUL E IRVIN
11902 PASEO BONITA
LOS ALAMITOS CA 907204157

WAYNE HENRIKSEN
11882 PASEO BONITA
LOS ALAMITOS CA 907204155

NANCY C LUEBBEN
11872 PASEO BONITA
LOS ALAMITOS CA 907204155

PATRICIA A ALDRIDGE
12001 PASEO BONITA
LOS ALAMITOS CA 907204168

DENNIS DALRYMPLE & GINA DALRYMPLE
11971 PASEO BONITA
LOS ALAMITOS CA 907204156

RALPH GONZALEZ
11951 PASEO BONITA
LOS ALAMITOS CA 907204156

CAROL D FRANK FARRAR , W FARRAR
11941 PASEO BONITA
LOS ALAMITOS CA 907204156

JOEL H FAMILY REVOC TR ROJAS
11921 PASEO BONITA
LOS ALAMITOS CA 907204156

GEORGE R FAMILY TR SAGEN
11911 PASEO BONITA
LOS ALAMITOS CA 907204156

JOHN D PIBURN & WENDY G PIBURN
11891 PASEO BONITA
LOS ALAMITOS CA 907204154

KAY MAITLEN
11881 PASEO BONITA
LOS ALAMITOS CA 907204154

NEYLAN PATRICK & LINDA TRUST
13633 ROSECRANS AVE
SANTA FE SPRINGS CA 906705024

SCOTT L MORRELL
925 N LIONBRIDGE PL
EAGLE ID 836161608

FRANCES C ROBERTS
11831 PINE ST
LOS ALAMITOS CA 907204162

DUBB BETTY F TRUST
11821 PINE ST
LOS ALAMITOS CA 907204162

SETSUKEN IWAKOSHI
11801 PINE ST
LOS ALAMITOS CA 907204162

RICARDO J ORTIZ
11852 PASEO BONITA
LOS ALAMITOS CA 907204155

ANDREW BROWNELL , KRISTIN BROWNELL
11842 PASEO BONITA
LOS ALAMITOS CA 907204155

DAVID R CARDONA & ELIZABETH A
CARDONA
11832 PASEO BONITA
LOS ALAMITOS CA 907204155

BRANDON GODFREY
11812 PASEO BONITA
LOS ALAMITOS CA 907204155

STADLER MICHAEL J THE STADLER REVOC
LIVING TR
11802 PASEO BONITA
LOS ALAMITOS CA 907204155

DEVIN MICHAEL SHATSKY , ELIZABETH
ANNE SHATSKY
11771 PINE ST
LOS ALAMITOS CA 907204160

JAN E LEMON , J K LEMON
11761 PINE ST
LOS ALAMITOS CA 907204160

MATTHEW SCOTT FAGAN , CANDICE LEIGH
FAGAN
11721 PINE ST
LOS ALAMITOS CA 907204174

CHRISTI A PETERSON
3070 MARNA AVE
LONG BEACH CA 908084401

JOHN ROBERT TRSURVIVORS MC DANIEL
11772 PASEO BONITA
LOS ALAMITOS CA 907204172

MARK D BELMAR & JANET BELMAR
11762 PASEO BONITA
LOS ALAMITOS CA 907204172

GUSTAVO ALVARADO , LINDA M
ALVARADO
3541 ROSSMOOR WAY
LOS ALAMITOS CA 907204166

PATRICIA MURPHY HUNTER
11712 PASEO BONITA
LOS ALAMITOS CA 907204153

RICARDO J ORTIZ
11852 PASEO BONITA
LOS ALAMITOS CA 907204155

MARY M STARKSEN
11841 PASEO BONITA
LOS ALAMITOS CA 907204154

JANET E DAGOSTINO
11821 PASEO BONITA
LOS ALAMITOS CA 907204154

BARBARA ANN ROSENBERGER
11811 PASEO BONITA
LOS ALAMITOS CA 907204154

SPIRO LAMBRAKIS
11771 PASEO BONITA
LOS ALAMITOS CA 907204152

GARY E STEWART
11761 PASEO BONITA
LOS ALAMITOS CA 907204152

PEDRO CARVAJAL , YURIKO CARVAJAL
3521 ROSSMOOR WAY
LOS ALAMITOS CA 907204176

JENNIE M COLE
11711 PASEO BONITA
LOS ALAMITOS CA 907204173

LIZANNE GIERCZAK
11701 PINE ST
LOS ALAMITOS CA 907204174

AKER FAMILY TRUST
11671 PINE ST
LOS ALAMITOS CA 907204158

GORDON M CRANE
11661 PINE ST
LOS ALAMITOS CA 907204158

DARREL R COX , ANNE LE BLANC
11641 PINE ST
LOS ALAMITOS CA 907204158

PAUL W CLARK
11631 PINE ST
LOS ALAMITOS CA 907204158

MARY ANNE M M A FAMI TRUST CUILTY
11682 PASEO BONITA
LOS ALAMITOS CA 907204151

JAY ERNEST SCHWANTES
11672 PASEO BONITA
LOS ALAMITOS CA 907204151

LEONARD LOPEZ & HOLLY LOPEZ
11652 PASEO BONITA
LOS ALAMITOS CA 907204151

KENNETH D WARNER
11642 PASEO BONITA
LOS ALAMITOS CA 907204151

ALEJANDRO M TOVARES JR & MARIA
TOVARES
3601 LA COLMENA WAY
LOS ALAMITOS CA 907204146

JEFFREY R HURT , DONNA HURT
3591 LA COLMENA WAY
LOS ALAMITOS CA 907204145

MICHAEL F HANSARD & TERESA L
HANSARD
11701 PASEO BONITA
LOS ALAMITOS CA 907204173

DALRYMPLE FAMILY TRUST
11681 PASEO BONITA
LOS ALAMITOS CA 907204150

MILDRED E NICOLINI
11661 PASEO BONITA
LOS ALAMITOS CA 907204150

DEAN A HILL , FABIOLA L HILL
11651 PASEO BONITA
LOS ALAMITOS CA 907204150

SAINT HEDWIG CHURCH
13280 CHAPMAN AVE
GARDEN GROVE CA 928404414

SCHOOL LOS ALAMITOS UNIFIED DISTRICT
10652 REAGAN ST
LOS ALAMITOS CA 907202429

SCHOOL LOS ALAMITOS UNIFIED DISTRICT
10652 REAGAN ST
LOS ALAMITOS CA 907202429

JOHN SURVIVORS TR MERLE
8702 ACACIA DR
CYPRESS CA 906302196

JOHN SURVIVORS TR MERLE
8702 ACACIA DR
CYPRESS CA 906302196

ROSSMORE_ LOS ALIMITOS AREA SEWER
DISTRICT
PO BOX 542
LOS ALAMITOS CA 907200542

CITY OF LOS ALAMITOS
3191 KATELLA AVE
LOS ALAMITOS CA 907202335

CITY OF LOS ALAMITOS
3191 KATELLA AVE
LOS ALAMITOS CA 907202335

CITY OF LOS ALAMITOS
3191 KATELLA AVE
LOS ALAMITOS CA 907202335

KATELLA PROPERTY OWNER LLC
500 N STATE COLLEGE BLVD #730
ORANGE CA 928686619

CHESTNUT SIX PROPERTIES LLC
9550 JONQUIL AVE
WESTMINSTER CA 926836921

CHURCH COTTONWOOD
PO BOX 1207
LOS ALAMITOS CA 907201207

SCHOOL LOS ALAMITOS UNIFIED DISTRICT
10293 BLOOMFIELD ST
LOS ALAMITOS CA 907202264

CHURCH COTTONWOOD
PO BOX 1207
LOS ALAMITOS CA 907201207

SCHOOL LOS ALAMITOS UNIFIED DISTRICT
10293 BLOOMFIELD ST
LOS ALAMITOS CA 907202264

LOS ALAMITOS APG LLC
100 BAYVIEW CIR #310
NEWPORT BEACH CA 926608910

J B & COPPERSMITH A FAM TRUST
3031 BURNEY PL
LOS ALAMITOS CA 907204007

INSTITUTE OF ELECTRICAL & ELECTRONICS
ENGS INC
10662 LOS VAQUEROS CIR
LOS ALAMITOS CA 907202513

INSTITUTE OF ELECTRICAL & ELECTRONIC
ENGINEERS INC
10622 LOS VAQUEROS CIR
LOS ALAMITOS CA 90720

TWOMEY HOLDINGS
10551 HUMBOLT ST
LOS ALAMITOS CA 907205411

G & G RYAN LLC
401 EVENING STAR LN
NEWPORT BEACH CA 926605706

VDAP PROPERTIES
26440 LA ALAMEDA #270
MISSION VIEJO CA 926918307

SCHOOL LOS ALAMITOS UNIFIED DISTRICT
3191 KATELLA AVE
LOS ALAMITOS CA 907202335

SCHOOL LAUREL DISTRICT
PO BOX 217
LOS ALAMITOS CA 907200217

WESTPOINT INVESTMENT LLC
739 LORRAINE BLVD #B01
LOS ANGELES CA 900056201

BENNETT INVESTMENTS LLC
6082 IRONGATE CIR
HUNTINGTON BEACH CA 926481014

EDMOND G THOMPSON , JUDITH A
THOMPSON
573 VIA DEL MONTE
PALOS VERDES ESTATES CA 902741205

JEHOICH BROTHERS LLC
10813 LOS VAQUEROS CIR
LOS ALAMITOS CA 907202517

LOS VAQUEROS LLC
PO BOX 5306
LOS ALAMITOS CA 907215306

SCHOOL LOS ALAMITOS UNIFIED DISTRICT
10652 REAGAN ST
LOS ALAMITOS CA 907202429

THE CHURCH OF JESUS, CHRIST OF LATTER-
DAY SAINTS
36 S STATE ST #1900
SALT LAKE CITY UT 841111478

JCB INC TINICUM CORP
4411 KATELLA AVE
LOS ALAMITOS CA 907203514

JCB INC TINICUM CORP
4411 KATELLA AVE
LOS ALAMITOS CA 907203514

LOS ALAMITOS APG LLC
100 BAYVIEW CIR #310
NEWPORT BEACH CA 926608910

LOS ALAMITOS APG LLC
100 BAYVIEW CIR #310
NEWPORT BEACH CA 926608910

LOS ALAMITOS APG LLC
100 BAYVIEW CIR #310
NEWPORT BEACH CA 926608910

LOS ALAMITOS APG LLC
100 BAYVIEW CIR #310
NEWPORT BEACH CA 926608910

LOS ALAMITOS APG LLC
100 BAYVIEW CIR #310
NEWPORT BEACH CA 926608910

LOS ALAMITOS APG LLC
100 BAYVIEW CIR #310
NEWPORT BEACH CA 926608910

LOS ALAMITOS APG LLC
100 BAYVIEW CIR #310
NEWPORT BEACH CA 926608910

LOS ALAMITOS APG LLC
100 BAYVIEW CIR #310
NEWPORT BEACH CA 926608910

LOS ALAMITOS APG LLC
100 BAYVIEW CIR #310
NEWPORT BEACH CA 926608910

LOS ALAMITOS APG LLC
100 BAYVIEW CIR #310
NEWPORT BEACH CA 926608910

LOS ALAMITOS APG LLC
100 BAYVIEW CIR #310
NEWPORT BEACH CA 926608910

LOS ALAMITOS APG LLC
100 BAYVIEW CIR #310
NEWPORT BEACH CA 926608910

LOS ALAMITOS OFFICE LLC
100 BAYVIEW CIR #310
NEWPORT BEACH CA 926608910

CGM KATELLA LLC
414 WALNUT AVE
HUNTINGTON BEACH CA 926485158

CGM KATELLA LLC
414 WALNUT AVE
HUNTINGTON BEACH CA 926485158

ANN M A M SEP PPTY TR BURGE
10630 HUMBOLT ST
LOS ALAMITOS CA 907202448

CHB INVESTMENT CO
2240 STANLEY AVE #10
SIGNAL HILL CA 907553934

G & W PROPERTIES LLC
3575 LONG BEACH BLVD
LONG BEACH CA 908073904

CHURCH COMMUNITY, CONGREGATIONAL
OF LOS
4111 KATELLA AVE
LOS ALAMITOS CA 907203406

CHURCH COMMUNITY, CONGREGATIONAL
OF LOS
4111 KATELLA AVE
LOS ALAMITOS CA 907203406

LOS ALAMITOS RHF HOUSING INC
911 N STUDEBAKER RD
LONG BEACH CA 908154900

JCB INC TINICUM CORP
4411 KATELLA AVE
LOS ALAMITOS CA 907203514

JCB INC TINICUM CORP
4411 KATELLA AVE
LOS ALAMITOS CA 907203514

CGM KATELLA LLC
414 WALNUT AVE
HUNTINGTON BEACH CA 926485158

CGM KATELLA LLC
414 WALNUT AVE
HUNTINGTON BEACH CA 926485158

ANN M A M PPTY TR BURGE
3101 OAK KNOLL DR
ROSSMOOR CA 907204502

SEVERSON GROUP INC
PO BOX 3601
LOS ALAMITOS CA 907200399

PAUL ROHDENBURG
1605 CRESTVIEW AVE
SEAL BEACH CA 907405725

TAORMINA FAMILY CAPITAL FUND LLC
PO BOX 820
ANAHEIM CA 928150820

COLONY ASSET MANAGEMENT
PO BOX 820
ANAHEIM CA 928150820

GANAHL LUMBER COMPANY
1220 E BALL RD
ANAHEIM CA 928055921

XIANG TIAN LOS ALAMITOS LLC
5670 WILSHIRE BLVD #1740
LOS ANGELES CA 900365656

SUKIMA HOSPITALITY GROUP LLC
16027 BROOKHURST ST #G328
FOUNTAIN VALLEY CA 927081551

SCHWEITZ FAMILY TRUST
397 S TRACY LN
ORANGE CA 928694653

TUBAFOR COUNTRY LLC
PO BOX 105
LOS ALAMITOS CA 907200105

KENNETH L TIPTON
10560 LOS ALAMITOS BLVD
LOS ALAMITOS CA 907202114

JOSEPH M PLECNIK , ANNE MARIE PLECNIK
1880 SAN ANSELIN AVE
LONG BEACH CA 908153114

KENNETH L TIPTON
10560 LOS ALAMITOS BLVD
LOS ALAMITOS CA 907202114

CLJ COMPANY
5737 KANAN RD #439
AGOURA HILLS CA 913011601

W K S LAND CORP
2735 CARSON ST #200
LAKEWOOD CA 907124036

TUBAFOR COUNTRY LLC
10608 LOS ALAMITOS BLVD
LOS ALAMITOS CA 907202116

WAVELL SHOWCASE & FIXTURE INC
PO BOX 727
LOS ALAMITOS CA 907200727

SOLT CATALINA LLC
PO BOX 69637
WEST HOLLYWOOD CA 900690637

SOLT CATALINA LLC
PO BOX 69637
WEST HOLLYWOOD CA 900690637

BIMBO BAKERIES USA INC
7301 SOUTH FWY
FORT WORTH TX 761344004

LOS ALAMITOS LLC
10630 HUMBOLT ST
LOS ALAMITOS CA 907202448

LOS ALAMITOS LLC
10630 HUMBOLT ST
LOS ALAMITOS CA 907202448

LOS ALAMITOS LLC
10630 HUMBOLT ST
LOS ALAMITOS CA 907202448

BLOOMFIELD STREET PROPERTY LLC
10701 BLOOMFIELD ST
LOS ALAMITOS CA 907202503

BLOOMFIELD INDUSTRIAL PARK
122 N HARBOR BLVD #200
FULLERTON CA 928321845

BURKE-ALAMITOS BUSINESS CENTER LLC
260 BAKER ST #100
COSTA MESA CA 926264579

LOS ALAMITOS LLC
10630 HUMBOLT ST
LOS ALAMITOS CA 907202448

DON WILSON STAPLES LLC
23705 CRENSHAW BLVD #200
TORRANCE CA 905055298

DON WILSON STAPLES LLC
23705 CRENSHAW BLVD #200
TORRANCE CA 905055298

MICHAEL DIDONNA
3152 SHAKESPEARE DR
LOS ALAMITOS CA 907203817

DEBORAH JOHN JOSEPH TRUST MURRAY
40173 CALLE EBANO
INDIO CA 922037534

LOS ALAMITOS LLC
10630 HUMBOLT ST
LOS ALAMITOS CA 907202448

SAMUEL F SHON & WANDA L SHON
10602 HUMBOLT ST
LOS ALAMITOS CA 907202448

LOS ALAMITOS DEVELOPMENT CO
1303 AVOCADO AVE #220
NEWPORT BEACH CA 926607841

MAYFIELD FAMILY TRUST
4581 CRESCENT AVE
CYPRESS CA 906302152

SAMUEL F SHON & WANDA L SHON
10602 HUMBOLT ST
LOS ALAMITOS CA 907202448

MAYFIELD FAMILY TRUST
4581 CRESCENT AVE
CYPRESS CA 906302152

BLUEWATER ASSOCIATES LLC
10552 HUMBOLT ST
LOS ALAMITOS CA 907202439

BLUEWATER ASSOCIATES LLC
10552 HUMBOLT ST
LOS ALAMITOS CA 907202439

LOS ALAMITOS LLC
10630 HUMBOLT ST
LOS ALAMITOS CA 907202448

BLUEWATER ASSOCIATES LLC
10552 HUMBOLT ST
LOS ALAMITOS CA 907202439

MARK P MULLIGAN
7242 WALNUT AVE
BUENA PARK CA 906201758

MARK P MULLIGAN
7242 WALNUT AVE
BUENA PARK CA 906201758

CHESTNUT EIGHT PROPERTIES LLC
10761 CHESTNUT ST
LOS ALAMITOS CA 907202388

THOMAS E BAU
21 KELLY LN
LADERA RANCH CA 926941463

DON WILSON STAPLES LLC
23705 CRENSHAW BLVD #200
TORRANCE CA 905055298

CHERRY AVE HOLDINGS LLC
1008 WINDSOR DR
LAFAYETTE CA 945494126

DON WILSON STAPLES LLC
23705 CRENSHAW BLVD #200
TORRANCE CA 905055298

DANIEL V F TWOMEY
10551 HUMBOLT ST
LOS ALAMITOS CA 907205411

BLOOMFIELD INDUSTRIAL PARK
122 N HARBOR BLVD #200
FULLERTON CA 928321845

ROBERT J HAMRA & RAMZA HAMRA
9862 LARSON CIR
VILLA PARK CA 928611303

ROBERT J HAMRA & RAMZA HAMRA
9862 LARSON CIR
VILLA PARK CA 928611303

ROBERT J HAMRA & RAMZA HAMRA
9862 LARSON CIR
VILLA PARK CA 928611303

ROBERT J HAMRA & RAMZA HAMRA
9862 LARSON CIR
VILLA PARK CA 928611303

CAROL ELECTRIC CO
3822 CERRITOS AVE
LOS ALAMITOS CA 907202420

RAUN FAMILY TRUST
6 MARBLE CREEK LN
COTO DE CAZA CA 926795146

GRATING PACIFIC INC
3651 SAUSALITO ST
LOS ALAMITOS CA 907202436

CHRYSTEEN FAMILY TR BRAUN
6 MARBLE CREEK LN
TRABUCO CANYON CA 926795146

STORAGE EQUITIES INC
PO BOX 25025
GLENDALE CA 912215025

CHERRY AVE HOLDINGS LLC
1008 WINDSOR DR
LAFAYETTE CA 945494126

GANAHL LUMBER COMPANY
1220 E BALL RD
ANAHEIM CA 928055921

GANAHL LUMBER COMPANY
1220 E BALL RD
ANAHEIM CA 928055921

CHERRY AVE HOLDINGS LLC
1008 WINDSOR DR
LAFAYETTE CA 945494126

BARRY C BINDER
10791 LOS ALAMITOS BLVD
LOS ALAMITOS CA 907202309

SCHOOL LOS ALAMITOS DISTRICT
10652 REAGAN ST
LOS ALAMITOS CA 907202429

UNITED STATES POSTAL SERVICE
10650 REAGAN ST
LOS ALAMITOS CA 907208800

MIRA MAR HOLDINGS LLC
1008 WINDSOR DR
LAFAYETTE CA 945494126

SOLT CERRITOS LLC
PO BOX 69637
WEST HOLLYWOOD CA 900690637

SOLT CERRITOS LLC
PO BOX 69637
WEST HOLLYWOOD CA 900690637

DENNIS M ZIMMERMAN
5583 RIVIERA WALK
LONG BEACH CA 908033949

GRATING PACIFIC INC
3651 SAUSALITO ST
LOS ALAMITOS CA 907202436

COMBWAGON LLC
3712 CERRITOS AVE
LOS ALAMITOS CA 907202419

RONALD T MOBLEY
7209 MONROE AVE
BUENA PARK CA 906203827

SCSLM PRPERTY LLC
3626 CERRITOS AVE
LOS ALAMITOS CA 907202417

SCSLM PROPERTY LLC
6444 E SPRING ST #280
LONG BEACH CA 908151553

EXTRA SPACE PROPERTIES 132 LLC
PO BOX 320099
ALEXANDRIA VA 223204099

PANOS A KEFALLINOS
3652 CERRITOS AVE
LOS ALAMITOS CA 907202417

US BANK NATIONAL ASSOC
2800 E LAKE ST
MINNEAPOLIS MN 554061930

CALIFORNIA INTERSCHOLASTIC,
FEDERATION
10922 PINE ST
LOS ALAMITOS CA 90720

CALIFORNIA INTERSCHOLASTIC,
FEDERATION
10932 PINE ST
LOS ALAMITOS CA 907202428

N S P S LTD HOFS HUT RESTAURANTS INC
PO BOX 15928
BEVERLY HILLS CA 902091928

10956 LOS ALAMITOS KATELLA LLC
12550 WHITTIER BLVD
WHITTIER CA 906021042

CITY OF LOS ALAMITOS
3191 KATELLA AVE
LOS ALAMITOS CA 907202335

N S P S LTD HOFS HUT RESTAURANTS INC
830 S HILL ST #371
LOS ANGELES CA 900143144

HUNG HOANG
8663 GARDEN GROVE BLVD
GARDEN GROVE CA 928441209

ANGELITA P MARISCAL
10842 PINE ST
LOS ALAMITOS CA 907202427

5 STAR REALTY LLC
PO BOX 256
TUSTIN CA 927810256

SHIRLEY SABO
9607 OAKMORE RD
LOS ANGELES CA 900354021

BARIN FAMILY TRUST
4250 AVENIDA SEVILLA
CYPRESS CA 906303416

CITY OF LOS ALAMITOS
PO BOX 147
LOS ALAMITOS CA 907200147

DANIEL D FAMILY TR AGUILAR
10812 PINE ST
LOS ALAMITOS CA 907202427

BENJAMIN P AVALOS , FAMILY AVALOS
10802 PINE ST
LOS ALAMITOS CA 907202427

DE LEON LUPE THE DE LEON FAMILY TR
3652 THOR AVE
LOS ALAMITOS CA 907203930

MARTIN MANOR LLC
9506 VILLA ISLE DR
VILLA PARK CA 928612323

ROBERT E BACON
11 RUE SAINT CLOUD
NEWPORT BEACH CA 926605909

MANUEL E FLORES
10821 PINE ST
LOS ALAMITOS CA 907202426

LEWIS J R SPECIAL NEEDS TRUST
140 LANDERS ST #1
SAN FRANCISCO CA 941141744

YOSHIO GST EXEMPT TR NARAHARA
7212 EMERSON AVE
WESTMINSTER CA 926836106

MICHAEL DAVID THAXTO TR SCHKLOVEN
2802 IROQUOIS AVE
LONG BEACH CA 908151508

MICHAEL DAVID THAXTO TR SCHKLOVEN
2802 IROQUOIS AVE
LONG BEACH CA 908151508

HALLOCK DERICKSON DAVIS
363 VISTA BAYA
NEWPORT BEACH CA 926603635

VCA REAL PROPERTY ACQUISITON CORP
12401 W OLYMPIC BLVD
LOS ANGELES CA 900641022

VCA REAL PROPERTY ACQUISITON CORP
12401 W OLYMPIC BLVD
LOS ANGELES CA 900641022

VCA REAL PROPERTY ACQUISITON CORP
12401 W OLYMPIC BLVD
LOS ANGELES CA 900641022

DOUGLAS W WILLEY
3344 KALLIN AVE
LONG BEACH CA 908084207

DOUGLAS W WILLEY
3344 KALLIN AVE
LONG BEACH CA 908084207

ALYENE MCNALLY
6703 E PREMIUM ST
LONG BEACH CA 908084136

JIRAYR BARIN & MARIYA BARIN
10 VILLAGER
IRVINE CA 926022460

BLOOM REAL ESTATE LLC
PO BOX 4556
KETCHUM ID 833404601

LOS ALAMITOS MEDICAL CENTER
1000 S FREMONT AVE #18
ALHAMBRA CA 918038861

LOS ALAMITOS MEDICAL CENTER, NHP
3394 CARMEL MOUNTAIN RD #200
SAN DIEGO CA 921211073

DANIEL V TWOMEY
212 5TH ST
SEAL BEACH CA 907406115

LOS ALAMITOS MEDICAL CENTER INC
1000 S FREMONT AVE #18
ALHAMBRA CA 918038861

LOS ALAMITOS MEDICAL CENTER INC, PDP
LOS ALAMITOS DEV LLC
3394 CARMEL MOUNTAIN RD #200
SAN DIEGO CA 921211073

THURBER LLC
PO BOX 1127
LOS ALAMITOS CA 907201127

TIMOTHY J DE WEESE
5310 E EL PRADO AVE
LONG BEACH CA 908153909

ANNE E FAMILY LIVING TR NIETO
5191 CANTERBURY DR
CYPRESS CA 906303605

RICHARD P ROSE
3662 FENLEY DR
LOS ALAMITOS CA 907202210

DANIEL V TWOMEY
212 5TH ST
SEAL BEACH CA 907406115

TENET HEALTHSYSTEM HOSPITALS INC
1000 S FREMONT AVE #18
ALHAMBRA CA 918038800

DANIEL V TWOMEY
212 5TH ST
SEAL BEACH CA 907406115

LEEK LLC
10841 BLOOMFIELD ST
LOS ALAMITOS CA 907202504

WAVELL SHOWCASE & FIXTURE INC
PO BOX 727
LOS ALAMITOS CA 907200727

FUBAR PROPERTIES LLC
10821 BLOOMFIELD ST #C
LOS ALAMITOS CA 907206769

KYLE STREET PROPERTY JW LLC
5528 AZURE WAY
LONG BEACH CA 908034823

LOS ALAMITOS MEDICAL CENTER INC
1000 S FREMONT AVE #18
ALHAMBRA CA 918038861

LOS ALAMITOS MEDICAL CENTER INC, PDP
LOS ALAMITOS DEV LLC
3394 CARMEL MOUNTAIN RD #200
SAN DIEGO CA 921211073

LOS ALAMITOS MEDICAL CENTER
1000 S FREMONT AVE #18
ALHAMBRA CA 918038800

LOS ALAMITOS MEDICAL CENTER, NHP
3394 CARMEL MOUNTAIN RD #200
SAN DIEGO CA 921211073

LOS ALAMITOS MEDICAL CENTER
1000 S FREMONT AVE #18
ALHAMBRA CA 918038800

LOS ALAMITOS MEDICAL CENTER, NHP
3394 CARMEL MOUNTAIN RD #200
SAN DIEGO CA 921211073

LOS ALAMITOS MEDICAL CENTER
1000 S FREMONT AVE #18
ALHAMBRA CA 918038800

LOS ALAMITOS MEDICAL CENTER, NHP
3394 CARMEL MOUNTAIN RD #200
SAN DIEGO CA 921211073

LOS ALAMITOS MEDICAL CENTER,
WINDROSE LOS ALAMITOS
550 HERITAGE DR #200
JUPITER FL 334583030

LOS ALAMITOS MEDICAL CENTER
1000 S FREMONT AVE #18
ALHAMBRA CA 918038861

DOUGLAS D LINDOW
10891 KYLE ST
LOS ALAMITOS CA 907202410

MARK BRODERSEN
10871 KYLE ST
LOS ALAMITOS CA 907202410

JUDITH L GALLO
13471 SHOOTING STAR CIR
WESTMINSTER CA 926832657

LOS ALAMITOS MEDICAL CENTER
1000 S FREMONT AVE #18
ALHAMBRA CA 918038800

LOS ALAMITOS MEDICAL CENTER, NHP
3394 CARMEL MOUNTAIN RD #200
SAN DIEGO CA 921211073

LOS ALAMITOS MEDICAL CENTER
1000 S FREMONT AVE #18
ALHAMBRA CA 918038800

LOS ALAMITOS MEDICAL CENTER, NHP
3394 CARMEL MOUNTAIN RD #200
SAN DIEGO CA 921211073

LOS ALAMITOS MEDICAL CENTER
1000 S FREMONT AVE #18
ALHAMBRA CA 918038800

LOS ALAMITOS MEDICAL CENTER, NHP
3394 CARMEL MOUNTAIN RD #200
SAN DIEGO CA 921211073

TENET HEALTHSYSTEM HOSPITALS INC
100 S FREMONT AVE #18
ALHAMBRA CA 918013018

LOS ALAMITOS MEDICAL CENTER
1000 S FREMONT AVE #18
ALHAMBRA CA 918038800

LOS ALAMITOS MEDICAL CENTER, NHP
3394 CARMEL MOUNTAIN RD #200
SAN DIEGO CA 921211073

TENET HEALTHSYSTEM HOSPITALS INC
100 S FREMONT AVE #18
ALHAMBRA CA 918013018

DON WILSON STAPLES LLC
23705 CRENSHAW BLVD #200
TORRANCE CA 905055298

DON WILSON STAPLES LLC
23705 CRENSHAW BLVD #200
TORRANCE CA 905055298

ALLAN M FAMILY REVOC TR SOTO
7960 MCFADDEN AVE
WESTMINSTER CA 926837162

LOS ALAMITOS MEDICAL CENTER
1000 S FREMONT AVE #18
ALHAMBRA CA 918038800

CHESTNUT SIX PROPERTIES LLC
9550 JONQUIL AVE
WESTMINSTER CA 926836921

TENET HEALTHSYSTEM HOSPITALS INC
1000 S FREMONT AVE #18
ALHAMBRA CA 918038861

TENET HEALTHSYSTEM HOSPITALS INC
1000 S FREMONT AVE #18
ALHAMBRA CA 918038861

JUDITH L GALLO
13471 SHOOTING STAR CIR
WESTMINSTER CA 926832657

CHARLES W DURNIN
6010 LIDO LN
LONG BEACH CA 908034105

DON WILSON STAPLES LLC
23705 CRENSHAW BLVD #200
TORRANCE CA 905055298

AJP REAL ESTATE LLC
10951 CHERRY ST
LOS ALAMITOS CA 907202401

BETSIE L GARCIA
8901 STILWELL DR
HUNTINGTON BEACH CA 926467110

CHERRY STREET M O B LLC
10931 CHERRY ST
LOS ALAMITOS CA 907202496

ABG PROPERTY 1 LLC
2392 S BATEMAN AVE
IRWINDALE CA 91010

WYSON LLC
10911 CHERRY ST
LOS ALAMITOS CA 907202468

SHARON YAMANAKA
10771 LOS ALAMITOS BLVD
LOS ALAMITOS CA 907202309

10952 REAGAN ST LLC
10952 REAGAN ST
LOS ALAMITOS CA 907202400

DAVID M WALL & JANET V WALL
3001 E OCEAN BLVD
LONG BEACH CA 908032537

ABG PROPERTY 1 LLC
2392 S BATEMAN AVE
IRWINDALE CA 91010

REGAN STREET LLC
16591 CAROUSEL LN
HUNTINGTON BEACH CA 926492115

ST ISIDORE HISTORICAL PLZ INC
PO BOX 1434
LOS ALAMITOS CA 907201434

YOUTH SHELTER CASA
10911 REAGAN ST
LOS ALAMITOS CA 907202434

YOUTH SHELTER CASA
10911 REAGAN ST
LOS ALAMITOS CA 907202434

PRECIOUS LIFE SHELTER INC
10901-10905 REAGAN ST
LOS ALAMITOS CA 907202434

JVA CAPITAL GROUP LLC
10761 LOS ALAMITOS BLVD
LOS ALAMITOS CA 907202309

JUN HYANG SEOB TR 2015 H S JUN TR
13336 E FERN PINE CIR
CERRITOS CA 90701

LOAN T TRAN
10845 CHERRY ST
LOS ALAMITOS CA 907202443

PRECIOUS LIFE SHELTER INC
PO BOX 414
LOS ALAMITOS CA 907200414

DON WILSON STAPLES LLC
23705 CRENSHAW BLVD #200
TORRANCE CA 905055298

DON WILSON STAPLES LLC
23705 CRENSHAW BLVD #200
TORRANCE CA 905055298

JETTON & MILLER PROPERTIES
192 SUMMERFIELD CT #102
ROANOKE VA 240194581

JETTON & MILLER PROP
192 SUMMERFIELD CT #102
ROANOKE VA 240194581

JETTON & MILLER PROPERTIES
192 SUMMERFIELD CT #102
ROANOKE VA 240194581

ALFRED V HERNANDEZ
629 S SHIELDS DR
ANAHEIM CA 928043280

MARC W DRUCKER
3981 SAN BONITO AVE
LOS ALAMITOS CA 907202246

ANTONIA P HOMERES
20932 CALLAWAY AVE
LAKEWOOD CA 907151904

FRANK MARTINEZ
10842 REAGAN ST
LOS ALAMITOS CA 907202433

HELEN BEATRICE PORRAS
10832 REAGAN ST
LOS ALAMITOS CA 907202433

PRECIOUS LIFE SHELTER INC
PO BOX 414
LOS ALAMITOS CA 907200414

PRECIOUS LIFE SHELTER INC
PO BOX 414
LOS ALAMITOS CA 907200414

PRECIOUS LIFE SHELTER INC
PO BOX 414
LOS ALAMITOS CA 907200414

KARL K KAISER & D FAMILY TR KAISER
2872 TIGERTAIL DR
LOS ALAMITOS CA 907204933

CLEMENT CHENG , YING ZHASNG
4522 KATELLA AVE #200
LOS ALAMITOS CA 907202624

DONALD B MIKAMI
3480 WINDSOR CT
COSTA MESA CA 926261626

REX T WANG
1339 CARHART CIR
FULLERTON CA 928332359

HAGOP A YANIKIAN
10822 REAGAN ST
LOS ALAMITOS CA 907202433

REGECE FAMILY TRUST
10812 REAGAN ST
LOS ALAMITOS CA 907202433

MATTAZARO TERESA THE
3466 ARMOURDALE AVE
LONG BEACH CA 908083131

CHUN YEN CHEN , HAN HESTER YESHUN
3862 GREEN AVE
LOS ALAMITOS CA 907203306

MATT HERRICK
11801 NORGROVE LN
LOS ALAMITOS CA 907204220

SHU-MING CHEN
12427 PATRICIA DR
CERRITOS CA 907037140

ALAN KATO , NANCY KATO
10811 REAGAN ST
LOS ALAMITOS CA 907202432

ALAN KATO & NANCY KATO
10811 REAGAN ST
LOS ALAMITOS CA 907202432

ANGELA SORIANO
10801 REAGAN ST
LOS ALAMITOS CA 907202432

RAYMOND J MC HUGH , PAMELA M MC
HUGH
312 COLLEGE PARK DR
SEAL BEACH CA 907402506

SHAMILA SENANAYAKE , SENANAYAKE
CHANAKA
8352 GAY ST
CYPRESS CA 906302043

ORHYS LLC
10771 REAGAN ST
LOS ALAMITOS CA 907202430

APEX BCD LLC
11618 JERRY ST
CERRITOS CA 907037419

APEX BCD INC
11618 JERRY ST
CERRITOS CA 907037419

CHEN FAMILY BYPASS TRUST
11632 MARTHA ANN DR
LOS ALAMITOS CA 907204042

CHEN FAMILY BYPASS TRUST
11632 MARTHA ANN DR
LOS ALAMITOS CA 907204042

ALAMITOS DEVELOPMENT LLC
10934 PORTAL DR
LOS ALAMITOS CA 907202519

TESORO SOUTH COAST COMPANY LLC
PO BOX 592809
SAN ANTONIO TX 782590190

NORTH WEST KATELLA LLC GARFIELD
BEACH CVS LLC
1 CVS DR
WOONSOCKET RI 028956146

JACK ERNANDES , PATRICIA A ERNANDES
350 REDONDO AVE
LONG BEACH CA 908142617

JACK ERNANDES , PATRICIA A ERNANDES
350 REDONDO AVE
LONG BEACH CA 908142617

BARTON A KUBELKA
6552 HAVENWOOD CIR
HUNTINGTON BEACH CA 926486642

EDMUND A KENDZIERSKI
4048 MISTRAL DR
HUNTINGTON BEACH CA 926492140

HUANG FAMILY TRUST
3332 ROSSMOOR WAY
LOS ALAMITOS CA 907204345

THOMAS P INGRAM
10931 CHESTNUT ST
LOS ALAMITOS CA 907202385

DAVID M WALL
3001 E OCEAN BLVD
LONG BEACH CA 908032537

JOHN LOPEZ
24192 HOLLYOAK #B
ALISO VIEJO CA 926566971

HIDAYAT LLC
517 1_2 FERNLEAF AVE
CORONA DEL MAR CA 926252197

JAIME CHAVEZ
10762 OAK ST
LOS ALAMITOS CA 907202355

JRG PROPERTIES LLC
315 S VIOLET LN
ORANGE CA 928694760

HOPE FAMILY TR ARMENTA
11341 PINE ST
LOS ALAMITOS CA 907203921

KACIN K CELIK & J 2019 TR CELIK
10472 DEL NORTE WAY
LOS ALAMITOS CA 907202202

ESTHER MEJIA
10951 WALNUT ST
LOS ALAMITOS CA 907202345

R JOSEPH DECKER
231 16TH ST
SEAL BEACH CA 907406514

RICHARD A MAURER
7544 E SADDLEHILL TRL
ORANGE CA 928692311

BENJAMIN B RIOS
10923 WALNUT ST
LOS ALAMITOS CA 907202345

JOSEPH T RAMIREZ
10911 WALNUT ST
LOS ALAMITOS CA 907202345

KOUNG Y CHEN
3131 COLERIDGE DR
LOS ALAMITOS CA 907204018

COASTAL COMMERCIAL INVESTMENT
HOLDINGS LLC
11061 LOS ALAMITOS BLVD
LOS ALAMITOS CA 907203201

JAMES CURRAN
1211 BENNINGTON DR
SANTA ANA CA 927052331

ALDA DEL PRETE
5371 HUNTLEY AVE
GARDEN GROVE CA 928451925

JEFFREY RIPPE , LISA ANN RIPPE
10832 WALNUT ST
LOS ALAMITOS CA 907202320

DE MEIRE FAMILY LIVING TRUST
100 OCEAN AVE
SEAL BEACH CA 907406027

DANNETTE PEREZ , MICHELE BASHIR
5182 TRIPOLI AVE
LOS ALAMITOS CA 907202739

JAMES E HIATT
PO BOX 860
LOS ALAMITOS CA 907200860

DAVID W W LIVING TR LIAO
PO BOX 595
LOS ALAMITOS CA 907200595

PETRA FAMILY TR RAMIREZ
10872 WALNUT ST
LOS ALAMITOS CA 907202358

CHESTNUT SIX PROPERTIES LLC
9550 JONQUIL AVE
WESTMINSTER CA 926836921

MIRHOSSEINI MOHSEN , ELAHE AMANI
6490 E EL JARDIN ST
LONG BEACH CA 908154631

LUCY GOMEZ L G REVOC TR MEYER
10891 WALNUT ST
LOS ALAMITOS CA 907202359

PAUL R HESSE
7 PRESTON
IRVINE CA 926184044

ANTONIO GUARDADO
10791 WALNUT ST
LOS ALAMITOS CA 907202364

WILLIAM J RUZGIS
PO BOX 2354
SEAL BEACH CA 907401354

JEFFREY R VARGAS
10851 WALNUT ST
LOS ALAMITOS CA 907202319

GUTIERREZ FAMILY TRUST
10845 WALNUT ST
LOS ALAMITOS CA 907202319

DAVID WALL , JANET WALL
3001 E OCEAN BLVD
LONG BEACH CA 908032537

KASUMI NO 2
3591 SUNFLOWER CIR
SEAL BEACH CA 907403134

LOS ALAMITOS POST NO, 716AMERICAN
LEGION
3252 FLORISTA ST
LOS ALAMITOS CA 907202306

VINCENT M FAMILY TR ROA
10852 OAK ST
LOS ALAMITOS CA 907202314

FROMDAHL DENNIS A THE FROMDAHL
FAMILY TR
4640 LUNA CT
CYPRESS CA 907204070

JAMES A HARBIN , CBANNA S HARBIN
6347 STANFORD CT
CYPRESS CA 906304000

WJB PROPERTY HOLDINGS LLC
1607 E MCFADDEN AVE #B
SANTA ANA CA 927054315

KACIN K CELIK & J 2019 TR CELIK
10472 DEL NORTE WAY
LOS ALAMITOS CA 907202202

MICHAEL MC ALISTER
PO BOX 697
NEW YORK NY 100280044

ANTONIO GUARDADO
10791 WALNUT ST
LOS ALAMITOS CA 907202364

MARTIN R BEYER & CARRIE BEYER
10781 WALNUT ST
LOS ALAMITOS CA 907202357

NAOMI RAINEY
374 BAYSIDE DR N
LONG BEACH CA 908031942

FRANCES BRAITHWAITE
10814 OAK ST
LOS ALAMITOS CA 907202314

CAITLYN E MARSH , TARA M MARSH
10802 OAK ST
LOS ALAMITOS CA 907202343

JAMES HARBIN & CHANNA HARBIN
PO BOX 15926
LONG BEACH CA 908150926

MELVIN E BRUNETTI
645 13TH ST
MANHATTAN BEACH CA 902664832

MATTHEW HERRICK , AUTUMN C FORD
3071 WALKER LEE DR
LOS ALAMITOS CA 907205246

JAIME CHAVEZ
10764 OAK ST
LOS ALAMITOS CA 907202355

ALAMITOS CO LLC
PO BOX 2465
LOS ALAMITOS CA 907207465

THOMAS B RITCHIE & PATRICIA RITCHIE
8050 E RING ST
LONG BEACH CA 90808

DEBORAH CENDEJAS
403 E AVALON CT
UPLAND CA 917842075

DANNY L CHRISTENSEN , ELIZABETH ANN
CHRISTENSEN
250 MIRA MAR AVE
LONG BEACH CA 908036126

DAVID JESSUP
10712 CHESTNUT ST
LOS ALAMITOS CA 907202324

SOUTHLAND CIVIC CREDIT UNION
8545 FLORENCE AVE
DOWNEY CA 902404014

RICHARD T ANDERSON & ANNA M
ANDERSON
10671 LOS ALAMITOS BLVD
LOS ALAMITOS CA 907202137

HARTY FAMILY TRUST
10702 CHESTNUT ST
LOS ALAMITOS CA 907202324

SEAN SCOTT LEWIS
11294 JAMAICA ST
CYPRESS CA 906305316

DAVID WALL , JANET WALL
3001 E OCEAN BLVD
LONG BEACH CA 908032537

DAVID WALL , JANET WALL
3001 E OCEAN BLVD
LONG BEACH CA 908032537

KENNETH L TIPTON
10560 LOS ALAMITOS BLVD
LOS ALAMITOS CA 907202114

RAYMOND E LE COMPTE
3272 ROWENA DR
ROSSMOOR CA 907205232

ANDREW G ZANDSTRA
16602 AMBERWOOD WAY
CERRITOS CA 907031150

KOUNG Y CHEN
3131 COLERIDGE DR
LOS ALAMITOS CA 907204018

JESSICA MEE J REVOC TR KO
3155 SAINT ALBANS DR
LOS ALAMITOS CA 907204504

DK & J INC
412 MARINA DR
SEAL BEACH CA 907406025

PAUL R HESSE
7 PRESTON
IRVINE CA 926184044

SARKIS MANOUKIAN
3441 SAUSALITO ST
LOS ALAMITOS CA 907202123

NEW BLOOD LLC
10571 LOS ALAMITOS BLVD
LOS ALAMITOS CA 907202113

GOVIND INVESTMENTS INC
10591 LOS ALAMITOS BLVD
LOS ALAMITOS CA 907202113

SARKIS MANOUKIAN
3441 SAUSALITO ST
LOS ALAMITOS CA 907202123

ADRIANNE J CHAVEZ-ROBLES
10762 WALNUT ST
LOS ALAMITOS CA 907202356

CHARLES D CLIFTON
12730 ROSE AVE
LOS ANGELES CA 900661731

MEE HING Y M CHU , M H REVOC TR CHU
127 TUBEFLOWER
IRVINE CA 926180870

THOMAS RAY SWINGLE
1750 BIDWELL AVE
CHICO CA 959269670

REX LEE CHENG
8 CALLE ANACAPA
SAN CLEMENTE CA 926736867

RONALD MARIN
10711 CHESTNUT ST
LOS ALAMITOS CA 907202323

OLYMPIA O REVOC TR STAPAKIS
2821 TUCKER LN
LOS ALAMITOS CA 907204763

ANGELINA YUBERO
1598 DARLING ST
OGDEN UT 844030445

THERESA LOPEZ
3425 LAMA AVE
LONG BEACH CA 908083115

MATTHEW HERRICK
10701 CHESTNUT ST
LOS ALAMITOS CA 907202323

LIU SIMON & KARINA FAM TRUST
11 PARMA
IRVINE CA 926021656

JUDITH L SWAALEY
10683 CHESTNUT ST
LOS ALAMITOS CA 907202143

KUNG PIN CHEN & SUE J CHEN
375 FREMONT AVE
LOS ALTOS CA 940244000

PAUL T TR MU
PO BOX 8377
ANAHEIM CA 928120377

GEORGE IDF72 TR YOUDEEM
12011 BROWNING AVE
SANTA ANA CA 927053303

DANNETTE PEREZ , MICHELE BASHIR
5182 TRIPOLI AVE
LOS ALAMITOS CA 907202739

THAHELD FAMILY TRUST
48125 TWIN PINES RD
BANNING CA 922209662

CITY OF LOS ALAMITOS
PO BOX 3147
LOS ALAMITOS CA 90720

EVERETT MACKEY & TRACY MACKEY
10661 CHESTNUT ST
LOS ALAMITOS CA 907202143

EDMUND LIVING TR HO
10651 CHESTNUT ST
LOS ALAMITOS CA 907202143

NAOMI RAINEY
374 BAYSIDE DR N
LONG BEACH CA 908031942

JEREMY RATAJCZAK
3621 THOR AVE
LOS ALAMITOS CA 907203929

HAKANSON ENTERPRISES LLC
4865 DOGWOOD AVE
SEAL BEACH CA 907403046

HANORA E FERRIS
11971 PINE ST
LOS ALAMITOS CA 907204164

ROBERT D KESSLEER
12748 WRIGHT AVE
CHINO CA 917103259

DON F KING
7947 PAINTER AVE
WHITTIER CA 906022414

JOHN MARINO & MAUREEN MARINO
10632 WALNUT ST
LOS ALAMITOS CA 907202139

EUGENE W LASSERS
4420 FAIRWAY DR
LAKEWOOD CA 907123762

ESTHER CERVANTES
10741 WALNUT ST
LOS ALAMITOS CA 907202357

PATRICK N MOOREHEAD
3350 E SAINT FRANCIS PL
LONG BEACH CA 908053854

PATRICK N MOOREHEAD
3350 E SAINT FRANCIS PL
LONG BEACH CA 908053854

JEFFREY M GLASS
3532 KATELLA AVE #111
LOS ALAMITOS CA 907203144

JONATHAN INTERNATIONAL LLC
4883 CORSICA DR
CYPRESS CA 906303577

GEORGE RALPH BLACK
78980 MONTEGO BAY CIR
BERMUDA DUNES CA 922031572

ZUHRAB GHAZARIAN
1701 CRESTVIEW AVE
SEAL BEACH CA 907405727

RICHARD J ALVARADO
10742 OAK ST
LOS ALAMITOS CA 907202355

ARSAK KAZANCI
12162 PINE ST
LOS ALAMITOS CA 907204124

SUZANNE S FARDETTE
4445 AVENIDA CARMEL
CYPRESS CA 906303479

RICHARD LOPEZ & EILEEN LOPEZ
10702 OAK ST
LOS ALAMITOS CA 907202366

10692 OAK STREET LLC
10692 OAK ST
LOS ALAMITOS CA 907202138

REINHARD HANS BRAUNSTEIN & SHIRLEY
BRAUNSTEIN
36725 PALOMINO LN
RANCHO MIRAGE CA 922702335

GRACE M DWYER , G FAMILY TR DWYER
7910 E BERNER ST
LONG BEACH CA 908084418

YAH-YING ANN LU
PO BOX 595
LOS ALAMITOS CA 907200595

PETER S PSPDBP TR PHAM
3122 HILLROSE DR
LOS ALAMITOS CA 907205220

MARY JANE JMJF FAMIL TR FREIRE
2005 PALO VERDE AVE #140
LONG BEACH CA 908153322

POWELL HOWARD F THE POWELL FAMILY
TR
960 245TH ST
HARBOR CITY CA 907101835

GRECH FAMILY PROPERTIES LLC
10683 MAPLE ST
CYPRESS CA 906304978

SHAW JOU BYPASS CHENG
4149 BIRCHWOOD AVE
SEAL BEACH CA 907402808

13 DA F PRESERVATION TRUST
909 ELECTRIC AVE #214
SEAL BEACH CA 907408900

MARVIN H FIELDS
356 1ST ST
SEAL BEACH CA 907405992

LOUIS CHIH YANG TUNG
19428 AMHURST CT
CERRITOS CA 907036787

RICHARD PHILLIP PUNA TR DENVER
10572 CHESTNUT ST
LOS ALAMITOS CA 907202150

DOUGLASS FAMILY LLC
25071 CALLE MADERA
LAKE FOREST CA 926302146

LOS ALAMITOS LUXURY APARTMENTS LLC
2520 N SANTIAGO BLVD
ORANGE CA 928671831

CURTIS W Q LEE
12309 PROVINCETOWN ST
SEAL BEACH CA 907402784

SANDRA SALAS
3527 W SAVANNA ST #1
ANAHEIM CA 928043664

PAUL NIKOLAU
10387 LOS ALAMITOS BLVD
LOS ALAMITOS CA 907202110

JACK ERNANDES , PATRICIA A ERNANDES
350 REDONDO AVE
LONG BEACH CA 908142617

JACK ERNANDES , PATRICIA A ERNANDES
350 REDONDO AVE
LONG BEACH CA 908142617

JACK ERNANDES , PATRICIA A ERNANDES
350 REDONDO AVE
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PAUL NIKOLAU
10387 LOS ALAMITOS BLVD
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LONG BEACH CA 908142617

JACK ERNANDES , PATRICIA A ERNANDES
350 REDONDO AVE
LONG BEACH CA 908142617

ABIGAIL A LIVING TR RODRIGUEZ
5870 OLIVE AVE
LONG BEACH CA 908054113

WILLIAM POE FAMILY TR POE
4761 GREEN AVE
LOS ALAMITOS CA 907202615

SAMUEL K AHN
10847 LOS ALAMITOS BLVD
LOS ALAMITOS CA 907202332

WILLIAM C POE FAMILY TR POE
4761 GREEN AVE
LOS ALAMITOS CA 907202615

10820 LOS AL PROPERTIES LLC
9550 JONQUIL AVE
WESTMINSTER CA 926836921

ROBERT A VILLEGAS , MARIAN L VILLEGAS 3608 FENLEY DR LOS ALAMITOS CA 907202210	LOS ANGELES COUNTY FLOOD CONTROL DISTRICT 900 S FREMONT AVE ALHAMBRA CA 918031331	BANK U S 2800 E LAKE ST MINNEAPOLIS MN 554061930
DAVID SCHAMES , JOANNA R SCHEMES 3992 TOLAND CIR LOS ALAMITOS CA 907202261	JAMES I NAKAO 3982 TOLAND CIR LOS ALAMITOS CA 907202261	ROBERT LEE SCHMEER 3972 TOLAND CIR LOS ALAMITOS CA 907202261
BANK U S 2800 E LAKE ST MINNEAPOLIS MN 554061930	GREGORY R PACKARD 3994 TOLAND CIR LOS ALAMITOS CA 907202261	GREG SHELLENBERGAR & CHERYL D SHELLENBERGAR 3993 TOLAND CIR LOS ALAMITOS CA 907202261
VIRILIO U NAFARRETE 3991 TOLAND CIR LOS ALAMITOS CA 907202261	MARY ANN CUNNEEN 3981 TOLAND CIR LOS ALAMITOS CA 907202261	DONNA SIEGEL 3971 TOLAND CIR LOS ALAMITOS CA 907202261
NICHOLAS SALCIDO & SUSANNE SALCIDO 9952 KYLE ST LOS ALAMITOS CA 907202237	PECOS PROPERTIES LIMITED PARTNERSHIP PO BOX 8265 WICHITA FALLS TX 763078265	JOHN W RILEY , SHELBY C RILEY 3952 KINMOUNT ST LOS ALAMITOS CA 907202235
GUIDO J PROVENGHI 9912 FARNHAM AVE LOS ALAMITOS CA 907202267	JOHN J REVOC TR YOUDEEM 3635 W 227TH ST TORRANCE CA 905052522	FRANK C GROTE 9902 FARNHAM AVE LOS ALAMITOS CA 907202267
MICHAEL HARDY , ELIZABETH HARDY 9882 FARNHAM AVE LOS ALAMITOS CA 907202266	HAN MU , YU MU 9872 FARNHAM AVE LOS ALAMITOS CA 907202266	RENDOL PROPERTIES LLC 5372 GOLDENROD CIR HUNTINGTON BEACH CA 926494579
PERRY A ANDERSON & CYNTHIA B ANDERSON 10926 FAIRMONT LN ELLCOTT CITY MD 210422470	LAUREN HAY-LAVITT 9942 KYLE ST LOS ALAMITOS CA 907202237	JEAN A WALKER 9932 KYLE ST LOS ALAMITOS CA 907202237
RALPH L BUCHANAN , ROBIN L BUCHANAN 9922 KYLE ST LOS ALAMITOS CA 907202237	SOUPOS FAMILY TRUST 5217 SOWMA WAY CYPRESS CA 906302924	RIMOUN SOLIMAN SELIM GHALY 2436 W RAINBOW AVE ANAHEIM CA 928013205
MARIO A CARILLO & ROSALBA R CARILLO 3921 KINMOUNT ST LOS ALAMITOS CA 907202234	THEODORE R WHEELER & LORI A WHEELER 3911 KINMOUNT ST LOS ALAMITOS CA 907202234	YOUNGANG FANG , HUIWEN CHEN 9862 FARNHAM AVE LOS ALAMITOS CA 907202266

SCOTT G HALBERG & RACHEL H HALBERG
9861 FARNHAM AVE
LOS ALAMITOS CA 907202268

DEREK C SMITH & FANNIE M SMITH
12752 CHRISTY LN
LOS ALAMITOS CA 907204941

SCHOOL LOS ALAMITOS UNIFIED DISTRICT
11591 MONTECITO RD
LOS ALAMITOS CA 907204045

ANDREAS J GOLDSCHMIDT
3962 TOLAND CIR
LOS ALAMITOS CA 907202261

NORMAN G FAMILY TRUTE
3952 TOLAND CIR
LOS ALAMITOS CA 907202261

ZAMBRANO T & D C FAM TRUST
3942 TOLAND CIR
LOS ALAMITOS CA 907202261

JAMES F KOBLENSKY
3932 TOLAND CIR
LOS ALAMITOS CA 907202261

JANE W TING
10022 KAYLOR AVE
LOS ALAMITOS CA 907202228

ROBERT L BRAYTON
3961 TOLAND CIR
LOS ALAMITOS CA 907202261

KATHLEEN JANICE BLANKENSHIP
3951 TOLAND CIR
LOS ALAMITOS CA 907202261

DOUG C CHAMBERS
3941 TOLAND CIR
LOS ALAMITOS CA 907202261

HOANG FAMILY TRUST
9951 KYLE ST
LOS ALAMITOS CA 907202236

EDWIN R NELSON & VAN NELSON
9952 MAPLE ST
LOS ALAMITOS CA 907202270

LARSON ERIC & JAMIE 2017 TRUST
3922 TOLAND CIR
LOS ALAMITOS CA 907202261

DAVID A HAINLEY
3931 TOLAND CIR
LOS ALAMITOS CA 907202261

AKIKO MASHBURN
3921 TOLAND CIR
LOS ALAMITOS CA 907202261

LISA HERAN PERLES
3912 TOLAND CIR
LOS ALAMITOS CA 907202261

STEPHEN R KOLSTAD , TERESA S KOLSTAD
3902 TOLAND CIR
LOS ALAMITOS CA 907202261

MARCO K WONG , EDNA CREUS-WONG
3911 TOLAND CIR
LOS ALAMITOS CA 907202261

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9573 AUGUSTA CT
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10081 KAYLOR AVE
LOS ALAMITOS CA 907202227

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10071 KAYLOR AVE
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3861 FENLEY DR
LOS ALAMITOS CA 907202213

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10021 KAYLOR AVE
LOS ALAMITOS CA 907202227

RAGHU R NANDAN , S FAMILY TR NANDAN
3841 FENLEY DR
LOS ALAMITOS CA 907202213

SCOTT C S C EMMONS , L A LIVING TR
EMMONS
3822 HOLDEN CIR
LOS ALAMITOS CA 907202218

RICHARD M FAMILY TR LUNDE
3832 HOLDEN CIR
LOS ALAMITOS CA 907202218

MARTIN F OBERACKER
3821 FENLEY DR
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LOS ALAMITOS CA 907202218

DAVID MAY 2013 D WOODS & P FAMILY TR
WOODS
3802 HOLDEN CIR
LOS ALAMITOS CA 907202218

HO JUNG LEE
3831 HOLDEN CIR
LOS ALAMITOS CA 907202217

OWENS FAMILY TRUST
3821 HOLDEN CIR
LOS ALAMITOS CA 907202217

ISSAM NASRALLAH & RAGHIDA
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3811 HOLDEN CIR
LOS ALAMITOS CA 907202217

JOSEPH K HAMAI , JANIE HAMAI
3801 HOLDEN CIR
LOS ALAMITOS CA 907202217

DAMIEN MURPHY , TRISHA MURPHY
3901 TOLAND CIR
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10011 KAYLOR AVE
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3862 TOLAND AVE
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ARMSTRONG LYNDA K TRUST
3842 TOLAND AVE
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JAY J KIM
3821 TOLAND AVE
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3702 HOLDEN CIR
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3718 HOLDEN CIR
LOS ALAMITOS CA 907202216

CRAIG R HALKER
3791 HOLDEN CIR
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3781 HOLDEN CIR
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CHHOUR-CHAN FAMILY TRUST
3721 HOLDEN CIR
LOS ALAMITOS CA 907202215

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BRUNTER 2021 TRUST
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WILLIAM W B FAMILY TR YEE
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10462 SIERRA CIR
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LUCIEN R FAMILY REVO TR MAUGE
10491 SIERRA CIR
LOS ALAMITOS CA 907202254

DAGMAR O BARKER
10471 SIERRA CIR
LOS ALAMITOS CA 907202254

WENDY LAMBERT
3994 SAN MATEO AVE
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TERESA L LATCHEM
10452 SIERRA CIR
LOS ALAMITOS CA 907202254

MATTHEW J TRICANO , TRICANO SARETH
10442 SIERRA CIR
LOS ALAMITOS CA 907202254

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3993 SAN MATEO AVE
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MALCOLM P TOM & TOM DARIELLE
3991 SAN MATEO AVE
LOS ALAMITOS CA 907202250

JOSEPH W SOLDANO
3981 SAN MATEO AVE
LOS ALAMITOS CA 907202250

CONRAD PAUL F TR 2016 CONRAD FAMILY
TR
3992 MARION AVE
LOS ALAMITOS CA 907202241

NANCY YANDEL
10451 SIERRA CIR
LOS ALAMITOS CA 907202254

MICHAEL A LEHMAN & DIANA M LEHMAN
10461 SIERRA CIR
LOS ALAMITOS CA 907202254

WENDELL RODNEY GRIGGS
3962 SAN MATEO AVE
LOS ALAMITOS CA 907202251

JOHN F BALESTRACCI
3971 SAN MATEO AVE
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CHARLES F LANDON
3961 SAN MATEO AVE
LOS ALAMITOS CA 907202250

LLB LIVING TRUST
3972 MARION AVE
LOS ALAMITOS CA 907202241

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6031 JASONWOOD DR
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3962 MARION AVE
LOS ALAMITOS CA 907202241

MASATAKA FUJIWARA & EILEEN Y
FUJIWARA
3995 MARION AVE
LOS ALAMITOS CA 907202241

ARNOLD SCOTT & VICKI FAM TRUST
3993 MARION AVE
LOS ALAMITOS CA 907202241

WAYNE G SETINEK
3994 SHASTA AVE
LOS ALAMITOS CA 907202252

MICHAEL HARPER , JOHANNA LOZANO
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LOS ALAMITOS CA 907202252

ERSIN SELCUK UNAL
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LOS ALAMITOS CA 907202252

LI ZHANG & JENNIFER ZHANG
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INGEBRIGT B HANSON
3981 MARION AVE
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LOS ALAMITOS CA 907202241

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3972 SHASTA AVE
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LOS ALAMITOS CA 907202230

JOHN R LIVING TR SISK
10231 KINGS ST
LOS ALAMITOS CA 907202230

TONY LIU
10252 HUMBOLT ST
LOS ALAMITOS CA 907202222

GAOYI PENG , SUILING HU
10242 HUMBOLT ST
LOS ALAMITOS CA 907202222

LLOYD HARTLEY L H KOCH , M J FAMILY TR
KOCH
10362 LASSEN ST
LOS ALAMITOS CA 907202239

JACOB C BRUMMEL , ANDREA N BRUMMEL
10352 LASSEN ST
LOS ALAMITOS CA 907202239

DARREN THOMAS MCLACHLAN , JAMIE
SPENCER MCLACHLAN
10332 LASSEN ST
LOS ALAMITOS CA 907202239

JUNG BIN CHOI , SUJIN CHOI
10322 LASSEN ST
LOS ALAMITOS CA 907202239

SIDNEY CARL STAXRUD JR
10311 HUMBOLT ST
LOS ALAMITOS CA 907202223

DOROTHY P KAVANAU
10312 LASSEN ST
LOS ALAMITOS CA 907202239

JOHN H BOWEN
10361 LASSEN ST
LOS ALAMITOS CA 907202238

BUDDY L MERRIMAN , CHRISTINA JEAN
MERRIMAN
10341 LASSEN ST
LOS ALAMITOS CA 907202238

MICHAEL RAY SHAW , JILL MARIE SHAW
10462 DEL NORTE WAY
LOS ALAMITOS CA 907202202

ROBERT M BARKER
10442 DEL NORTE WAY
LOS ALAMITOS CA 907202202

SPIRO CHRIS KYRIAKOS
10432 DEL NORTE WAY
LOS ALAMITOS CA 907202202

MICHAEL D FOOTE , MELISSA M FOOTE
10331 LASSEN ST
LOS ALAMITOS CA 907202238

JOHN FRANCIS REYES
10321 LASSEN ST
LOS ALAMITOS CA 907202238

BRIAN NELSON & SHANA EYA NELSON
10422 DEL NORTE WAY
LOS ALAMITOS CA 907202202

ALICE B ROLFING
10291 HUMBOLT ST
LOS ALAMITOS CA 907202221

ARMEN ALEXANDER AVAKIAN ,
JACQUELYNN MONIQUE AVAKIAN
10281 HUMBOLT ST
LOS ALAMITOS CA 907202221

RICHARD J FISLER
10261 HUMBOLT ST
LOS ALAMITOS CA 907202221

JOHN H CHANDLER & CHRISTINE S
CHANDLER
10251 HUMBOLT ST
LOS ALAMITOS CA 907202221

DIANNE M D M IRREVOC TR BECK
10241 HUMBOLT ST
LOS ALAMITOS CA 907202221

DONALD E ERICKSON
3952 SAN BONITO AVE
LOS ALAMITOS CA 907202247

T & L INVESTMENT LLC
3972 MARION AVE
LOS ALAMITOS CA 907202241

CLARENCE A ERDMANN & MARY A
ERDMANN
3941 SAN BONITO AVE
LOS ALAMITOS CA 907202246

KIGHT BRIAN & ALISA 2013 TRUST
3952 MYRA AVE
LOS ALAMITOS CA 907202245

DANIEL C BUTLER , CHARLOTTA S BUTLER
3942 MYRA AVE
LOS ALAMITOS CA 907202245

PETER TASSOS PELONIS , AGATHA PELONIS
10211 KINGS ST
LOS ALAMITOS CA 907202230

GENEVIEVE M CAMERON , BRAD J
CAMERON
10201 KINGS ST
LOS ALAMITOS CA 907202230

ROBERT L HIRST
10212 HUMBOLT ST
LOS ALAMITOS CA 907202222

ROBERT C GROFF
10202 HUMBOLT ST
LOS ALAMITOS CA 907202222

VINCE AZA-BISETTI TR AZA
10181 KINGS ST
LOS ALAMITOS CA 907202229

BATES FAMILY TRUST
10171 KINGS ST
LOS ALAMITOS CA 907202229

ANH TRONG NGUYEN
10192 HUMBOLT ST
LOS ALAMITOS CA 907202220

ARTHUR TAMP HULSEY
10172 HUMBOLT ST
LOS ALAMITOS CA 907202220

NANCY T YOUNG
3951 MYRA AVE
LOS ALAMITOS CA 907202244

ROBERT P WAHLSTROM
3931 MYRA AVE
LOS ALAMITOS CA 907202244

REYNOLDS PATTY D 2003 TRUST
3921 MYRA AVE
LOS ALAMITOS CA 907202244

TERRY LYNN T DAVISON
3901 MYRA AVE
LOS ALAMITOS CA 907202244

GARY JULIAN LOE
3891 MYRA AVE
LOS ALAMITOS CA 907202242

JAMES L PHILLIPS , YVONNE M PHILLIPS
10221 HUMBOLT ST
LOS ALAMITOS CA 907202221

WILLIAM R KONEGNI & ROBIN D KONEGNI
10201 HUMBOLT ST
LOS ALAMITOS CA 907202221

CLIFFORD E WELLS
10191 HUMBOLT ST
LOS ALAMITOS CA 907202219

BENJAMIN JAE SUNG KIM
10171 HUMBOLT ST
LOS ALAMITOS CA 907202219

CHAD C KURZ , KELLY W KURZ
10151 HUMBOLT ST
LOS ALAMITOS CA 907202219

LUIS MARIO VAZQUEZ JR & GLORIA ALICIA
VAZQUEZ
3892 FENLEY DR
LOS ALAMITOS CA 907202214

SUSAN GUTHRIE ALVAREZ
3882 FENLEY DR
LOS ALAMITOS CA 907202214

MAFI EUGENE THE E & G MAFI LIVING TR
3862 FENLEY DR
LOS ALAMITOS CA 907202214

CHARLES FAMILY TR HOHERD
3842 FENLEY DR
LOS ALAMITOS CA 907202214

MICHAEL A LUEVANO
3762 FENLEY DR
LOS ALAMITOS CA 907202212

ARTHUR A CLOSE
10463 DEL NORTE WAY
LOS ALAMITOS CA 907202201

CAROL L LIVING TR WALL
10453 DEL NORTE WAY
LOS ALAMITOS CA 907202201

CHIEN S LO , BIH L L LO
10431 DEL NORTE WAY
LOS ALAMITOS CA 907202201

KEVIN D MC KINNEY
10462 EL DORADO WAY
LOS ALAMITOS CA 907202203

RICHARD A MALLEY
10452 EL DORADO WAY
LOS ALAMITOS CA 907202203

CURTIS A CLUFF & ANN MARIE CLUFF
10432 EL DORADO WAY
LOS ALAMITOS CA 907202203

CHUN-SING LAU
10421 DEL NORTE WAY
LOS ALAMITOS CA 907202201

DORENE L HORNER
10411 DEL NORTE WAY
LOS ALAMITOS CA 907202201

MIKE M PAEK & J 2006 REVOC LIVING TR
PAEK
10422 EL DORADO WAY
LOS ALAMITOS CA 907202203

BARRY C BINDER
10461 EL DORADO WAY
LOS ALAMITOS CA 907202203

BRANDON B SEEDORF , A LIVING TR
SEEDORF
10451 EL DORADO WAY
LOS ALAMITOS CA 907202203

BATEMAN LINDA K TRUST
10441 EL DORADO WAY
LOS ALAMITOS CA 907202203

FREDERICK S HOWARD
10402 EL DORADO WAY
LOS ALAMITOS CA 907202203

KAZUO MURAI
10421 EL DORADO WAY
LOS ALAMITOS CA 907202203

SCHOOL LOS ALAMITOS, UNIFIED DISTRICT
OF
10652 REAGAN ST
LOS ALAMITOS CA 907202429

JOSE SOTO & ANGELA SOTO
3782 FENLEY DR
LOS ALAMITOS CA 907202212

RANDALL J GALISKY
3742 FENLEY DR
LOS ALAMITOS CA 907202212

THOMAS C HEYDORFF
3722 FENLEY DR
LOS ALAMITOS CA 907202212

JOHN B ORR
1647 SKYCREST DR #29
WALNUT CREEK CA 945954522

BETTY M B M FAMILY TR FAIRBANKS
3682 FENLEY DR
LOS ALAMITOS CA 907202210

GILES E ORDINARIO & MICHELLE E
ORDINARIO
3672 FENLEY DR
LOS ALAMITOS CA 907202210

DE BEAURECUEIL PHILIPPE SAVE
3652 FENLEY DR
LOS ALAMITOS CA 907202210

PAUL JAMES PADOVA
3642 FENLEY DR
LOS ALAMITOS CA 907202210

RICHARD D VARDEMAN
3622 FENLEY DR
LOS ALAMITOS CA 907202210

CITY OF LOS ALAMITOS
CITY HALL
LOS ALAMITOS CA 90720

SCHOOL LOS ALAMITOS, UNIFIED DISTRICT
OF
10652 REAGAN ST
LOS ALAMITOS CA 907202429

LOS ANGELES COUNTY FLOOD CONTROL
DISTRICT
900 S FREMONT AVE
ALHAMBRA CA 918031331

CITY OF LOS ALAMITOS
3191 KATELLA AVE
LOS ALAMITOS CA 907202335

JOANN WAHL
PO BOX 30665
LONG BEACH CA 908530665

BAYPORT LOS ALAMITOS ASSOCIATES
3090 PULLMAN ST
COSTA MESA CA 926265901

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT 900 S FREMONT AVE ALHAMBRA CA 918031331	DANIEL EARLES & ERIN P EARLES 3110 LILLY AVE LONG BEACH CA 908083259	JOSEPH GUZMAN & LUZ GUZMAN 3060 MARNA AVE LONG BEACH CA 908084401
JOSEPH GUZMAN & LUZ GUZMAN 3060 MARNA AVE LONG BEACH CA 908084401	JOSEPH GUZMAN & LUZ GUZMAN 3060 MARNA AVE LONG BEACH CA 908084401	JOSEPH GUZMAN & LUZ GUZMAN 3060 MARNA AVE LONG BEACH CA 908084401
KIMBERLY BAUER & GRANT BAUER 3082 MARNA AVE ORANGE CA 90720	JOSEPH GUZMAN & LUZ GUZMAN 3060 MARNA AVE LONG BEACH CA 908084401	WILLIAM R SHAFTON 3050 MARNA AVE LONG BEACH CA 908084401
PAUL A RABIN , CHERYL R RABIN 3100 LILLY AVE LONG BEACH CA 908083259	KEVIN J ENGEL , TRACI ENGEL 3102 LILLY AVE LONG BEACH CA 908083259	PAUL A RABIN , CHERYL R RABIN 3100 LILLY AVE LONG BEACH CA 908083259
LOMBARDI FAMILY TRUST 3136 LILLY AVE LONG BEACH CA 908083259	ERWIN G LEIVA , CLARISSA Y LEIVA 3190 LILLY AVE LONG BEACH CA 908083259	RAYMOND WASHINGTON SR 3170 LILLY AVE LONG BEACH CA 908083259
GARUMUNI DE SILVA 3160 LILLY AVE LONG BEACH CA 908083259	JOHN PASSANISI 3120 LILLY AVE LONG BEACH CA 908083259	SUKCHAN KIM , KIM YONG-SON 3126 LILLY AVE LOS ALAMITOS CA 90720
HARRY H LOWENSTEIN , E FAMILY TR LOWENSTEIN 3130 LILLY AVE LONG BEACH CA 908083259	MYRON J M J BLOOM , P H REVOC TR BLOOM 3192 LILLY AVE LONG BEACH CA 908083259	JOSEPH GUZMAN & LUZ GUZMAN 3060 MARNA AVE LONG BEACH CA 908084401
JOSEPH GUZMAN & LUZ GUZMAN 3060 MARNA AVE LONG BEACH CA 908084401	KEVIN D SCHROCK 3016 MARNA AVE LONG BEACH CA 908084401	ROBERT L SHUMAN 3010 MARNA AVE LONG BEACH CA 908084401
OSCAR R TRIGOSO & SILVIA TRIGOSO 3002 MARNA AVE LONG BEACH CA 908084401	MICHAEL BURWELL 3046 MARNA AVE LOS ALAMITOS CA 90720	BUNGALOWS MAINTENANCE CORP 3010 OLD RANCH PKWY #250 SEAL BEACH CA 907402760
JOSEPH GUZMAN & LUZ GUZMAN 3060 MARNA AVE LONG BEACH CA 908084401	JOSEPH GUZMAN & LUZ GUZMAN 3060 MARNA AVE LONG BEACH CA 908084401	KENNETH T MCKERNAN 3040 MARNA AVE LONG BEACH CA 908084401

TOMI A GOSSER-SUTTON
12461 SATELLITE DR
LOS ALAMITOS CA 907205115

ALFRED A HAUPTMANN & R HAUPTMANN
5171 CARLSBAD CIR
LOS ALAMITOS CA 907205103

LMM OHANA LLC
2972 ACECA DR
LOS ALAMITOS CA 907204202

TAMARA MADISON
5151 CARLSBAD CIR
LOS ALAMITOS CA 907205103

PHYLLIS QUILLEN
12351 SATELLITE DR
LOS ALAMITOS CA 907205114

JON DRINDAK & DRINDAK KAYO
5172 CARLSBAD CIR
LOS ALAMITOS CA 907205104

ASHEENA LEE
5162 CARLSBAD CIR
LOS ALAMITOS CA 907205104

SIMONS M SEPARATE PROP TRUST
5141 CARLSBAD CIR
LOS ALAMITOS CA 907205103

PAUL V TRANI
5152 CARLSBAD CIR
LOS ALAMITOS CA 907205104

JOHN WARREN KUGA LANG
5142 CARLSBAD CIR
LOS ALAMITOS CA 907205104

NA SULKYUNG
12462 INTERIOR CIR
LOS ALAMITOS CA 907205107

ALAN W SEAMAN
12452 INTERIOR CIR
LOS ALAMITOS CA 907205107

DAVAR SAEED
3700 E 7TH ST
LONG BEACH CA 908045301

STEEL Z & B FAM TRUST
12451 INTERIOR CIR
LOS ALAMITOS CA 907205106

SHIRLEY J S J FAMILY TR BARD
12441 INTERIOR CIR
LOS ALAMITOS CA 907205106

IRA E ISENBERGER
5131 CARLSBAD CIR
LOS ALAMITOS CA 907205103

JONATHAN KLUTNICK
5267 WARNER AVE #325
HUNTINGTON BEACH CA 926494079

MARIAN V SOWA
12075 PALMS BLVD
LOS ANGELES CA 900661923

BONNIE JO B J REVOC TR CONNER
12362 VICKSBURG CIR
LOS ALAMITOS CA 907205117

JOHN E ARFWEDSON & CHRISTINE A
ARFWEDSON
12381 VICKSBURG CIR
LOS ALAMITOS CA 907205116

HAYHURST ADELE F TRUST
12431 INTERIOR CIR
LOS ALAMITOS CA 907205106

PARKEWOOD LOS ALAMITOS
HOMEOWNERS ASSN
12442 INTERIOR CIR
LOS ALAMITOS CA 907205107

JOHN ARTHUR JACOBS
12371 VICKSBURG CIR
LOS ALAMITOS CA 907205116

ROLANDO OCHOA , MICHELLE ORDONEZ-
OCHOA
12361 VICKSBURG CIR
LOS ALAMITOS CA 907205116

YVES J BOURDAA
4181 CANDLEBERRY AVE
SEAL BEACH CA 907402822

BARBARA J POLLOCK
12452 RAINIER CIR
LOS ALAMITOS CA 907205113

LONDON LIVING TRUST
12442 RAINIER CIR
LOS ALAMITOS CA 907205113

MATTHEW B HOLBROOK & MEGAN M
HOLBROOK
5565 RUNNING SPRING WAY
YORBA LINDA CA 928876420

ESTELLE L EDWARDS
12461 RAINIER CIR
LOS ALAMITOS CA 907205112

ANDREA DJ SUNSHINE L TR STEBEL
12431 RAINIER CIR
LOS ALAMITOS CA 907205112

CRAIG A CHANDLER
101 NAOMI AVE
PISMO BEACH CA 934491709

PHYLLIS BENOWITZ
5042 APOLLO CIR
LOS ALAMITOS CA 907205102

RUDY DUANE VAN PELT
12372 GLACIER CIR
LOS ALAMITOS CA 907205136

LAURA DIANE KWAN GUERRERO
12362 GLACIER CIR
LOS ALAMITOS CA 907205136

PRASHANTH SUTRAVE , SAMEEKSHA PREM
12382 GLACIER CIR
LOS ALAMITOS CA 907205136

PETER JIUNN SHYAN LAU , TAM MING
TRACY
12381 GLACIER CIR
LOS ALAMITOS CA 907205105

LILY L FAMILY TR MARTINEZ
5052 APOLLO CIR
LOS ALAMITOS CA 907205102

WILDER ROBERT E LIVING TRUST
5051 APOLLO CIR
LOS ALAMITOS CA 907205101

ALBA INVESTMENTS LLC
1336 W GAYLORD ST
LONG BEACH CA 908131321

ALISA M KLINK
12361 GLACIER CIR
LOS ALAMITOS CA 907205105

VICKI L ANDREWS
10855 CHURCH ST #201
RANCHO CUCAMONGA CA 917306634

JOE V MARTINO
12351 VICKSBURG CIR
LOS ALAMITOS CA 907205116

MARTHA S PROWELL
10181 SALTAIR DR
CYPRESS CA 906304619

PAUL E CECHNER & SANDRA F CECHNER
12351 GLACIER CIR
LOS ALAMITOS CA 907205105

JOSEPH LI-MING LEE
7142 E COLUMBUS DR
ANAHEIM CA 928074528

THOMAS J ALMANZAN
5022 APOLLO CIR
LOS ALAMITOS CA 907205102

RICHARD V PAAP
12462 LUNAR DR
LOS ALAMITOS CA 907205138

BRENT FAMILY TR WONG
5012 APOLLO CIR
LOS ALAMITOS CA 907205102

JODY JENSEN
5031 APOLLO CIR
LOS ALAMITOS CA 907205101

PAUL H KAYLOR & SUSAN E KAYLOR
5021 APOLLO CIR
LOS ALAMITOS CA 907205101

COOPER NICOLE TRUST
5002 APOLLO CIR
LOS ALAMITOS CA 907205102

MARY C MOON
5001 APOLLO CIR
LOS ALAMITOS CA 907205101

KEVIN K HUBBARD & K FAMILY TR
HUBBARD
5011 APOLLO CIR
LOS ALAMITOS CA 907205101

DARREN D SEMMEN
12352 LUNAR DR
LOS ALAMITOS CA 907205109

UNITED STATES OF AMERICA
300 N LOS ANGELES ST #7516
LOS ANGELES CA 900123341

UNITED STATES OF AMERICA

The 2021-2029 **General Plan Housing Element** sets strategies for the City's housing decisions. A draft will be circulated for a **16-day public review & comment, October 11-27, 2021**. Please mail comments to the City of Los Alamitos Development Services Department, Attn: Tom Oliver, 3191 Katella Ave., Los Alamitos, CA 90720, or email to: toliver@cityoflosalamitos.org

The Planning Commission will provide a **public hearing** for the Housing Element at 7:00pm, Wednesday, October 27th in the City Council Chamber at 3191 Katella Ave.

A review draft will be available at:

www.cityoflosalamitos.org/2035-general-plan

And the following locations:

Los Alamitos-Rossmoor Library - 12700 Montecito Rd., Seal Beach - Tues-Thur, 11:00am - 7:00pm, & Friday-Sat, 9:00am-5:00pm

City Hall - 3191 Katella Ave. - Mon-Thur: 7:30am - 5:30pm

Community Center - 10911 Oak St. Mon-Thur 7:30am - 5:30pm





GOOD MORNING,

Los Alamitos!

My City ♥ My Los Al

Wednesday, March 9, 2022

10911 Oak Street 8:15 am - 9:15 am

Good Morning, Los Alamitos! is an event to create community connectivity by bringing residents, the business community, and the City together. The City of Los Alamitos is building a culture of meaningful engagement that is inclusive, consistent and transparent for our community. Please join City Manager, Chet Simmons and City Staff on Wednesday, March 9 from 8:15 am to 9:15 am at the Los Alamitos Community Center. This is an informal opportunity to meet and converse with City leaders and Staff to ask questions, chat with your fellow residents, the business community, and to learn more about what's happening in Los Al.

- ★ Good Morning, Los Alamitos! will be held biannually and is open to the public. All are encouraged to attend.
- ★ Registration will be \$10 per person and will include a light breakfast. All proceeds will benefit the Los Alamitos Recreation & Community Services Scholarship Fund.

To register please visit, <https://www.eventbrite.com/e/good-morning-los-alamitos-tickets-262233275787>. For more information, please call the Development Services Department at (562) 431-3538.

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City of Los Alamitos Housing Element 2021-2029



My City ♥ My Los Al

The 2021-2029 General Plan Housing Element sets strategies for the City of Los Alamitos housing decisions. Another 20-day comment period begins on March 3 through March 23, 2022. A review draft will be available to view at www.cityoflosalamitos.org/2035-general-plan

Please mail comments to:

City of Los Alamitos Development
Services Department

Attention: Tom Oliver, Associate Planner

3191 Katella Avenue

Los Alamitos, CA 90720

Or email to: Toliver@cityoflosalamitos.org

At the end of this comment period, the Planning Commission will provide an open public discussion for the General Plan Housing Element on Wednesday, March 23, 2022 at 7:00pm in the Los Alamitos City Council Chambers located at 3191 Katella Avenue.

Subject: City of Los Alamitos Housing Element Update Public Review Notice

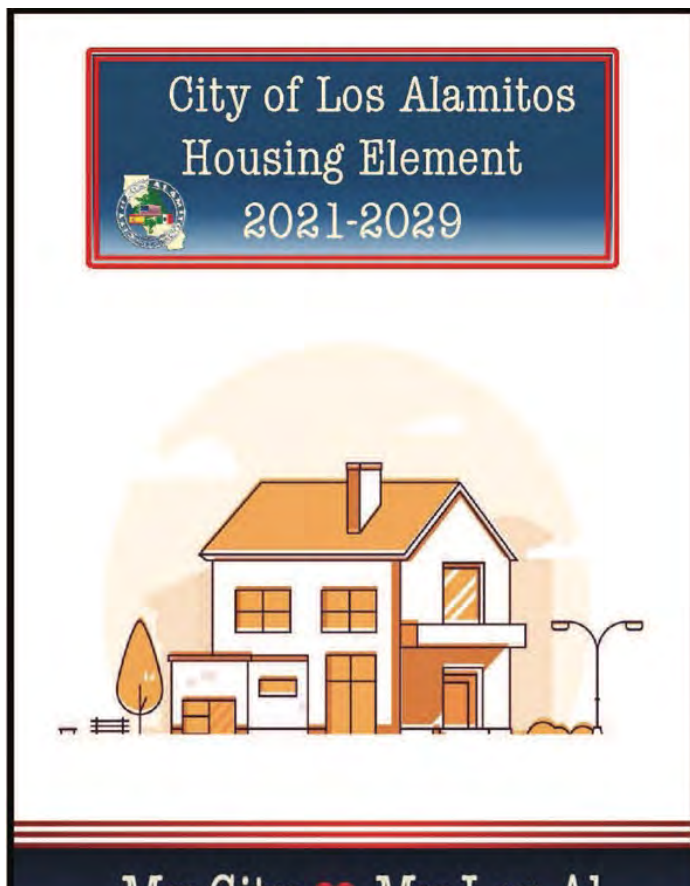
Date: Wednesday, March 2, 2022 at 3:20:19 PM Pacific Standard Time

From: Terra Nova Planning & Research

CC: Tom Oliver, Nicole Criste, Bitian Chen, Brandy Webb

BCC: clyde.stauff@colliers.com, info@habitatoc.org, SFelix@huttoncompanies.com, dmyers@icre.com, cathy.williams@irr.com, jkap516@icloud.com, cesarc@kennedycommission.org, Mark.Reader@kimley-horn.com, kowatkin@uci.edu, jordan.salisbury@lennar.com, matthew.wenzel@marcusmillichap.com, jreekstin@theolsonco.com, john.dugan@gsa.gov, bactran92887@yahoo.com, jmills@wested.org, dave@seesdev.com, eddie@eddiekesky.com, jingallagher@cox.net, nicktechwise@gmail.com, mrisdon@acof.org, affordablehomestead@gmail.com, Riaz@marrscorp.com, apreedge@cityventures.com, mdiacos@cypressequity.com, smoreno@families-forward.org, Flo.engineering.2020@gmail.com, Andrew@greendev.co, jon@hipsandiego.org, paul@integrityhousing.org, mark@irvineclt.org, rubina@olivecs.org, esantana@ush.us, ggardner@usapropfund.com, billdobrenen@aol.com, info@scanph.org, info@innovativehousing.com, businessdevelopment@jamboreehousing.com, bshull@fairhousingfoundation.com, mlowry@capoc.org, brodriguez@affordable-housing.org, ajay.nayar@aofpacific.com, sbradley@metahousing.com, bill.vanderschans@housingpartners.com, jae@milestonehousing.com, maimola@msapcg.com, todd@c-cdev.com, jkerze@rcocdd.com, kencomlt33@gmail.com, cesarc@kennedycommission.org, larchuleta@jamboreehousing.com, sharon@habitatoc.org, shauna@glenwoodhousing.org, occhc@occhc.org, mrefowitz@ochca.com, info@ochp.org, shelly@talleyassoc.com, info@fairhousingoc.org

Attachments: image001.jpg



The 2021-2029 General Plan Housing sets strategies for the City of Los Alamitos housing decisions. Another 20-day comment period begins on March 3 through March 31, 2022. A review draft will be available at www.cityoflosalamitos.org/2035-general-plan-housing

Please mail comments to:
City of Los Alamitos Development
Services Department
Attention: Tom Oliver, Associate Planner
3191 Katella Avenue
Los Alamitos, CA 90720

Or email to: Toliver@cityoflosalamitos.org
At the end of this comment period, the Housing Element Commission will provide an opportunity for public discussion for the General Plan Housing Element on Wednesday, March 23, 2022 at 7:00 PM at the Los Alamitos City Council Chamber.

ent of the family and
the vision of Rudolph and Daphne Munzer.”

for nearly 40 years, says John Bishop, chief executive officer, Long up to our purpose of caring for infants, kids, adults and grandparents

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Care!

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City of Los Alamitos
Housing Element
2021-2029



My City ♥ My Los Al

The 2021-2029 General Plan Housing Element sets strategies for the City of Los Alamitos housing decisions. Another 20-day comment period begins on March 3 through March 23, 2022. A review draft will be available to view at <https://cityoflosalamitos.org/375/housing-element>

Please mail comments to:
City of Los Alamitos Development
Services Department
Attention: Tom Oliver, Associate Planner
3191 Katella Avenue
Los Alamitos, CA 90720

Or email to: Toliver@cityoflosalamitos.org

At the end of this comment period, the Planning Commission will provide an open public discussion for the General Plan Housing Element on Wednesday, March 23, 2022 at 7:00pm in the Los Alamitos City Council Chambers located at 3191 Katella Avenue.

ASSISTANCE LEAGUE® HUNTINGTON BEACH
presents

PC RESOLUTION NO. 2022-13

**A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF LOS ALAMITOS, CALIFORNIA,
RESCINDING PLANNING COMMISSION RESOLUTION
NO. 2022-07 AND RECOMMENDING THAT THE CITY
COUNCIL ADOPT A NEGATIVE DECLARATION, AND
APPROVE GENERAL PLAN AMENDMENT 21-01,
UPDATING THE LOS ALAMITOS HOUSING ELEMENT
(2021-2029)**

WHEREAS, the State Housing Element Law, Article 10.6 of the California Government Code (Sections 65580 et seq.) requires each local jurisdictions to update its General Plan Housing Element every eight (8) years to reflect new statutory requirements and accommodate its share of the Regional Housing Needs Assessment Allocation (RHNA); and,

WHEREAS, the City of Los Alamitos has prepared an update to the Housing Element for the 2021-2029 period in accordance with the guidelines and requirements of State Housing Element Law; and,

WHEREAS, the City conducted extensive community outreach efforts through social media ads and posts, newspaper advertisements, and mailings to stakeholders; and,

WHEREAS, the Planning Commission conducted a community workshop on August 25, 2021 to solicit public input, and review the 2021-2029 Housing Element and the City's strategy for preserving the community's character while expanding housing opportunities for all household types and income groups; and,

WHEREAS, on October 27, 2021, the Planning Commission conducted a duly noticed public hearing and adopted a resolution recommending that the City Council adopt a negative declaration, and approve General Plan Amendment 21-01, updating the Los Alamitos Housing Element; and,

WHEREAS, the City submitted the Draft Housing Element to the California Department of Housing and Community Development (HCD) for review on November 3, 2021.

WHEREAS, HCD provided formal written comments on December 31, 2021; and,

WHEREAS, the Planning Commission conducted a community workshop on March 23, 2022 to solicit public input, and review the 2021-2029 Housing Element and the City's strategy for preserving the community's character while expanding housing opportunities for all household types and income groups; and,

WHEREAS, the Draft Housing Element was revised to address public input and HCD's comments; and,

WHEREAS, on April 27, 2022, the Planning Commission conducted a duly noticed public hearing and adopted a resolution recommending that the City Council adopt a negative declaration, and approve General Plan Amendment 21-01, updating the Los Alamitos Housing Element; and,

WHEREAS, on July 27, 2022, the Planning Commission conducted a duly noticed public hearing and adopted a resolution recommending that the City Council adopt a negative declaration, and approve General Plan Amendment 21-01, updating the Los Alamitos Housing Element; and,

WHEREAS, on August 15, 2022, the City Council conducted a duly noticed public hearing and adopted a resolution to adopt a negative declaration, and approve General Plan Amendment 21-01, updating the Los Alamitos Housing Element; and,

WHEREAS, the City submitted the Draft Housing Element to the California Department of Housing and Community Development (HCD) for review again on August 15, 2022.

WHEREAS, HCD provided formal written comments on October 1, 2022; and,

WHEREAS, on December 14, 2022, the Planning Commission again conducted a duly noticed public hearing regarding a recommendation to the City Council concerning the adoption of an updated draft of the Housing Element update; and,

WHEREAS, concurrent with the update to the Housing Element, the City prepared a Negative Declaration for the project noted above. The Negative Declaration is based on the finding that, by implementing the General Plan EIR Policies and Implementation Programs, the Project's potential significant adverse impacts are at a less than significant level. The reasons to support such a finding are documented by an Initial Study prepared by the City of Los Alamitos. A copy of the Negative Declaration is attached hereto as Exhibit B; a full copy of documents constituting the entire file on the Negative Declaration is available for review at the City of Los Alamitos Community Development Department, 3191 Katella Avenue, Los Alamitos, California; and,

WHEREAS, all legal prerequisites have occurred prior to the adoption of this Resolution.

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 and are incorporated by reference herein.

SECTION 2. The Planning Commission hereby rescinds Planning Commission Resolution No. 2022-04.

SECTION 3. The Planning Commission hereby recommends that the City Council approve General Plan Amendment 21-01, updating the Housing Element, attached hereto as Exhibit A, for the 6th Cycle Housing Element (2021- 2029).

SECTION 4. The Planning Commission hereby recommends that the City Council adopt a Negative Declaration pursuant to the California Environmental Quality Act (CEQA) (Public Resources Code Sections 21000 et seq.) for the Housing Element, which is attached hereto as Exhibit B.

SECTION 5. The Secretary of the Planning Commission shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 14th day of December 2022.



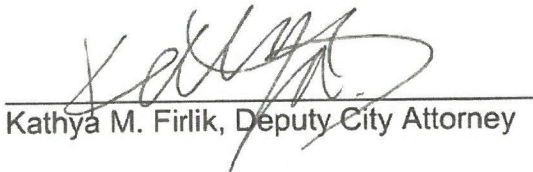
Art DeBolt, Chair

ATTEST:



Ron Noda, Secretary

APPROVED AS TO FORM:



Kathya M. Firlik, Deputy 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 14th day of December 2022, by the following vote, to wit:

AYES:	COMMISSIONERS: DeBolt, Loe, Cuiilty, Grose, Sofelkanik, Zellmer
NOES:	COMMISSIONERS: None.
ABSENT:	COMMISSIONERS: Andrade
ABSTAIN:	COMMISSIONERS: None.



Ron Noda, Secretary

RESOLUTION NO. 2023-TBD

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING GENERAL PLAN AMENDMENT (GPA) 22-02 TO ENSURE THAT THE ZONING CODE UPDATES IN RESOLUTION 2023-TBD WILL MAINTAIN INTERNAL CONSISTENCY WITH THE ACTIONS, GOALS, OBJECTIVES, AND POLICIES OF THE GENERAL PLAN, AND WILL NOT CREATE ANY INCONSISTENCIES THEREIN (CITY INITIATED).

WHEREAS, on December 14, 2022 meeting, the Planning Commission recommended to the City Council approval of this resolution to fulfill Los Alamitos General Plan Housing Element (2021-2029) Policy Actions 4.4 & 4.5; and,

WHEREAS, the draft Los Alamitos General Plan Housing Element (2021-2029) Policy Actions 4.4 & 4.5, shown below, require the recommended changes to the General Plan and the Zoning Code.

Policy Action 4.4: Create R-4 Zoning and Rezoning to Allow Higher Density. The City shall require that at least the minimum number of assigned affordable housing units be built consistent with Table B-2 (*of the Housing Element*) on each parcel so designated. To provide more housing units affordable to lower income levels, the City shall create and adopt an R-4 zone which allows 30 to 36 units per acre as a base, not including density bonus provisions, and apply that designation to those sites so identified in Table B-2. The zoning text shall conform to Government Code section 65583.2(h) (i), requiring a minimum of 20 units per acre and 16 units per site, permitted by right. The City will rezone the Lampson property (Site 6 in Table B-2, Appendix B *of the Housing Element*) to R-3. Project applications for the Lampson site will include both the market rate and affordable housing units, or a Development Agreement will be prepared to assure that both projects are constructed. The City shall require that the assigned affordable housing units be built consistent with Table B-2 and Figure B-1 (*of the Housing Element*) on each parcel so designated. Prior to adoption of the R-4 zone, the City will demonstrate that the assigned units are physically possible on each inventory site under the new development standards.

Policy Action 4.5: Modify TCMU Zoning to Allow Higher Density. To increase affordable housing development in the high resource area of Town Center, the City shall modify the TCMU zone to allow up to 60 units per acre as a base, not including density bonus provisions; and require that the assigned affordable housing units be built consistent with Table B-2 and Figure B-1 (*of the Housing Element*) on each parcel so designated. The zoning text shall conform to Government Code section 65583.2(h) and (i),

requiring a minimum of 16 units per site, permitted by right. Prior to adoption of the TCMU zoning amendment, the City will demonstrate that the assigned units are physically possible on each inventory site under the new development standards.

WHEREAS, the State of California Department of Housing and Community Development (HCD) requires that the above policies will be accomplished before they will give their approval of the City of Los Alamitos's Housing Element (2021-2029); and,

WHEREAS, the City Council opened a duly noticed Public Hearing concerning these proposed General Plan, Zoning Code, and Zoning Map Amendments on January 17, 2023; 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. This approval is based upon the following findings:

A. The proposed amendments ensures and maintain internal consistency with the actions, goals, objectives, and policies of the General Plan, and would not create any inconsistencies with the Zoning Code. These General Plan Amendments are intended to establish uniformity between the General Plan and Municipal Codes as the City proceeds with its current update to the Subdivision Code and Zoning Code.

B. The proposed amendments would not be detrimental to the public convenience, health, interest, safety, or welfare of the city. The creation of these amendments to the code is intended to improve the City through a General Plan that provides a uniform, consistent foundation for the current Zoning Code Update.

C. The proposed Resolution has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the City's environmental review procedures. Prior to this consideration, as a part of the General Plan's Housing Element update, the City prepared an Initial Study to identify the potential effects on the environment from adoption and implementation of these proposed changes and to evaluate the significance of those effects. Based on the environmental analysis, the proposed project would not have a significant adverse effect on the environment. No mitigation measures are necessary. The City Council adopted the Negative Declaration for this project during its August 15, 2022 meeting.

SECTION 3. Pages 17 through 18 of the Land Use element of the General Plan are amended as follows in connection with the adoption of the “Multiple Family Residential – 36” general plan designation:

Table 2. Land Use Designations

Land Use Designation and Density / Intensity Range	Description of Typical Uses
CITY OF LOS ALAMITOS	
Residential	
Single-Family Residential 1-6 du/ac	Single family detached homes on individual lots.
Limited Multiple Family Residential 6–20 du/ac Max office space 500 square feet per unit	Single family detached and attached residences, including small lot subdivisions, townhouses, courtyard homes, duplexes, and triplexes. Live/work uses are also permitted, subject to the uses permitted by the Professional Office designation.
Multiple Family Residential - <u>25</u> 20–25 du/ac	Single family detached and attached residences, including all development permitted in other residential categories as well as stacked flats and other building types with 4 or more units. Other uses such as convalescent hospitals, churches, and mobile home parks are also permitted subject to special procedures.
<u>Multiple Family Residential – 36</u> <u>30–36 du/ac</u>	
Commercial and Employment	
Retail Business Max FAR 1.00	Commercial retail uses that include supermarkets, drugstores, personal services, restaurants, and facilities that offer a variety of retail products. General services such as auto-related sales and repair, nurseries, plumbing outlets, and home appliance stores are permitted subject to special review procedures.
Professional Office Max FAR 1.50	Professional and general office uses such as law, insurance, medical, dental, engineering, and financial services.
Planned Industrial Max FAR 1.50	Light industrial, manufacturing, and office park uses such as research and development, manufacturing, boat building, appliance repair and service, plastic fabrication, and printing plants. Commercial recreation uses are not permitted.
Limited Industrial Max FAR 1.50	All uses permitted in Planned Industrial as well as commercial recreation uses within industrial buildings such as soccer, gymnastics, archery, indoor health/fitness, and batting cages.
Medical Overlay Max FAR 3.0	While the underlying land use remains Planned Industrial, this Overlay encourages and permits medical businesses as primary uses on the north side of the Los Alamitos Medical Center campus.
Retail Overlay Max FAR 1.0 for Retail Max FAR 1.5 for Planned Industrial	While the underlying land use remains Planned Industrial, this Overlay encourages and permits retail businesses as primary uses on the Arrowhead Products site at the time that the property owner determines that industrial uses are no longer desired.

Special Use	
Community & Institutional Max FAR 3.0	Public and quasi-public uses such as the civic center, schools, hospitals, fire stations, parks, churches, utilities, public yards, and other similar uses.
Community & Institutional/JFTB	The Joint Forces Training Base is an active military installation and airfield that provides support and training facilities for military units and other national, state, and local organizations to include emergency operations. Development and activities on the base are governed by the federal government.
Mixed Use Max FAR 2.0 60 du/ac	Vertical or horizontal mix of commercial, office, public/quasi-public, and/or residential uses on the same parcel. Stand-alone (not mixed-use) commercial, office, and public/quasi-public uses are also permitted. For parcels that front Los Alamitos Boulevard or Katella Avenue, the ground floor is required to consist of those uses permitted or conditionally permitted in the General Commercial Zoning District. Within the Town Center Mixed Use (TCMU) Zoning District, cumulative new development shall not exceed 588 residential units.
Specific Plan Max FAR 4.0 30 du/ac	The City may require a specific plan for development with more than 50,000 proposed gross square feet of building, including residential space if a part of a mixed use project. This requirement does not apply to development within the Joint Forces Training Base or development approved under and consistent with an existing specific plan. No specific plan shall deviate from the General Plan without a general plan amendment.
Easement Overlay	Applied to right-of-way areas for trails and open space.
Open Area	Land used for flood control purposes along Coyote Creek and the San Gabriel River. Trails and recreational uses are permitted in coordination with the Orange County Flood Control District
ROSSMOOR / SPHERE OF INFLUENCE	
Suburban Residential 0.5 –18 du/ac	Governed by the latest (2011) Orange County General Plan, which provides the following guidance: - Wide range of housing types, from estates on large lots to attached dwelling units (townhomes, condominiums, and clustered arrangements) - Neighborhood/convenience commercial sites are assumed to be consistent, subject to additional guidelines

SECTION 4. The parcels in the table below are to have the noted General Plan Designation changes made to the Los Alamitos General Plan Figure 3 Land Use Plan as required in this consideration:

Assessor's Parcel Number	Site Address	Existing General Plan Designation	New General Plan Designation
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130-012-35	4655 Lampson Ave.	Community & Institutional	Multiple Residential – 25	Family
241-241-35	Laurel Park	Community & Institutional	Multiple Residential – 36	Family
242-212-11 242-212-08 242-242-10	3191 Katella Avenue/ City Hall	Retail Business	Multiple Residential – 36	Family
241-251-14	4142 Cerritos Avenue	Community & Institutional	Multiple Residential – 36	Family
222-181-01 222-181-02	5030-5084 Katella Avenue	Retail Business	Multiple Residential – 36	Family
242-222-06	3370 Cerritos Avenue	Multiple Family	Multiple Residential – 36	Family

SECTION 6. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this ____ day of ____, 2023.

_____, Mayor

ATTEST:

Windmera Quintanar, CMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, CMC, City Clerk, of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held

on the _____ day of _____, 2023, by the following vote, to wit:

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

Windmera Quintanar, CMC, City Clerk

ORDINANCE NO. 2023-TBD

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING CHAPTERS 17.04, 17.08, AND 17.12 OF THE LOS ALAMITOS MUNICIPAL CODE, AS WELL AS THE LOS ALAMITOS ZONING MAP, CONCERNING THE R-3, R-4, AND TCMU ZONING OF THE CITY OF LOS ALAMITOS (ZOA 22-03) (CITY INITIATED)

WHEREAS, during its December 14, 2022 meeting, the Planning Commission recommended that the City Council approve this ordinance to fulfill Los Alamitos General Plan Housing Element (2021-2029) Policy Actions 4.4 & 4.5; and,

WHEREAS, the Los Alamitos General Plan Housing Element (2021-2029) Policy Actions 4.4 & 4.5, shown below, require the recommended changes to the General Plan and the Zoning Code.

Policy Action 4.4: Create R-4 Zoning and Rezoning to Allow Higher Density. The City shall require that at least the minimum number of assigned affordable housing units be built consistent with Table B-2 (*of the Housing Element*) on each parcel so designated. To provide more housing units affordable to lower income levels, the City shall create and adopt an R-4 zone which allows 30 to 36 units per acre as a base, not including density bonus provisions, and apply that designation to those sites so identified in Table B-2. The zoning text shall conform to Government Code section 65583.2(h) (i), requiring a minimum of 20 units per acre and 16 units per site, permitted by right. The City will rezone the Lampson property (Site 6 in Table B-2, Appendix B *of the Housing Element*) to R-3. Project applications for the Lampson site will include both the market rate and affordable housing units, or a Development Agreement will be prepared to assure that both projects are constructed. The City shall require that the assigned affordable housing units be built consistent with Table B-2 and Figure B-1 (*of the Housing Element*) on each parcel so designated. Prior to adoption of the R-4 zone, the City will demonstrate that the assigned units are physically possible on each inventory site under the new development standards.

Policy Action 4.5: Modify TCMU Zoning to Allow Higher Density. To increase affordable housing development in the high resource area of Town Center, the City shall modify the TCMU zone to allow up to 60 units per acre as a base, not including density bonus provisions; and require that the assigned affordable housing units be built consistent with Table B-2 and Figure B-1 (*of the Housing Element*) on each parcel so designated. The zoning text shall conform to Government Code section 65583.2(h) and (i), requiring a minimum of 16 units per site, permitted by right. Prior to adoption

of the TCMU zoning amendment, the City will demonstrate that the assigned units are physically possible on each inventory site under the new development standards.

WHEREAS, the State of California Department of Housing and Community Development (HCD) requires that these changes be made before approval of the City of Los Alamitos's Housing Element (2021-2029); and,

WHEREAS, the City Council opened a duly noticed Public Hearing concerning these proposed General Plan, Zoning Code, and Zoning Map Amendments on January 17, 2023; 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 map and code amendments:

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.*

These Zoning Code 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. The amendments are intended to fulfill Policy Actions 4.4 and 4.5 of the General Plan's Housing Element (2021-2029). City staff has reviewed the Elements of the General Plan and has determined that these policies provide consistency with them. Further, the City maintains this consistency through the processing of these amendments.

2. *This Ordinance will not be detrimental to the public convenience, health, interest, safety, or welfare of the City.*

These Zoning Code Amendments will enhance the public convenience, health, interest, safety, and welfare of the City by striving to meet the Statewide housing goal of "decent housing and a suitable living environment for every Californian" (Government Code Section 65580).

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.*

Prior to this consideration, as a part of the General Plan's Housing Element update, the City prepared an Initial Study to identify the potential effects on the environment from adoption and implementation of these proposed changes and to evaluate the significance of those effects. Based on the environmental analysis, the proposed project would not have a significant adverse effect on the environment. No mitigation measures are necessary. The City Council adopted the Negative Declaration for this project during its August 15, 2022 meeting.

4. *Additional Finding for Zoning Map Amendments. The site(s) is/are physically suitable (including access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints) for the requested zone and anticipated land use development(s).*

Projects constructed on these sites in the City of Los Alamitos are built in an existing urban environment that has been considered "built-out" for years. Most projects are a reconstruction of another land use and are considered infill. The supplying utility companies have had the expectation that these parcels would be occupied in one form or another. The City requires larger projects to provide "will serve" letters from utilities to confirm this question during the entitlement process.

5. *Additional Finding for Zoning Code Amendments. The proposed amendment is internally consistent with other applicable provisions of this Zoning Code. (Ord. 19-03 § 3, 2019; Ord. 688 § 1, 2006).*

These Zoning Code Amendments were prepared for internal consistency within the Zoning Code and have been reviewed by City Staff.

SECTION 3. Section 17.04.020 (*Zones Established*) of the Los Alamitos Municipal Code is hereby amended to read as follows (new text shown in underline, deletions in ~~strikethrough~~):

17.04.020 Zones Established

The City shall be divided into zones that implement the General Plan land use designations. The zones into which the City is divided are defined in Table 2-01 (Zones and General Plan Designations).

Table 2-01: Zones and General Plan Designations

Zone Symbol	Zone Name	General Plan Land Use Designation
Residential Zones		
R-1	Single Family Residential Zone	Single-Family Residential
R-2	Limited Multi-Family Residential Zone	Limited Multi-Family Residential
R-3	Multi-Family Residential Zone	Multi-Family Residential - 25
<u>R-4</u>	<u>Multi-Family Residential Zone</u>	<u>Multi-Family Residential - 36</u>
M-H	Mobile Home Park Zone	Limited Multi-Family Residential
Commercial and Industrial Zones		
C-O	Commercial/Professional Office Zone	Professional Office
C-G	General Commercial Zone	Retail Business
P-L-I	Planned Light Industrial Zone	Planned Industrial
Mixed Use Zones		
TCMU	Town Center Mixed Use Zone	Mixed Use
Special Purpose Zones		
O-A	Open Area Zone	Open Area/Easement Overlay
C-F	Community Facilities Zone	Community & Institutional and Community & Institutional/JFTB
SP	Specific Plan	Specific Plan
Overlay Zones		
MOZ	Medical Overlay Zone	Medical Overlay
ROZ	Retail Overlay Zone	Retail Overlay
LWOZ	Live/Work Overlay Zone	Limited Multiple Family Residential; Mixed Use

SECTION 4. Section 17.08.010 (*Purpose of Zones*) of the Los Alamitos Municipal Code is hereby amended to read as follows (new text shown in underline):

17.08.010 Purpose of Zones

A. **Generally.** The purpose of the residential zones is to:

1. Provide for a full range of housing types and densities consistent with the General Plan;
2. Preserve, protect, and enhance the character of Los Alamitos' residential neighborhoods and the quality of life of City residents;

3. Ensure adequate light, air, privacy, and open space for each dwelling; and
4. Ensure that the scale and design of new development and alterations to existing structures are compatible with surrounding homes and appropriate to the physical characteristics of the site and the area where the project is proposed.

B. Individual Zones. The purposes of the individual residential zones and the manners in which they are applied are as follows:

1. **Single-Family Residential Zone (R-1).** The R-1 zone identifies lots designed to accommodate single-family dwellings on individual lots and planned-unit developments consisting exclusively of detached single-family dwellings. The maximum permitted density is six dwelling units per net acre. The R-1 zone implements the General Plan Single-Family Residential land use designation.
2. **Limited Multi-Family Residential - 20 Zone (R-2).** The R-2 zone applies to lots providing low-density multi-family housing consisting of more than one detached individual dwelling unit on one lot or attached dwelling units consisting of no more than three units in one structure. The maximum permitted density is 6 to 20 dwelling units per net acre. The R-2 zone implements the General Plan Limited Multi-Family Residential 1 and use designation.
3. **Multi-Family Residential - 25 Zone (R-3).** The R-3 zone applies to lots intended to provide multi-family housing. Housing types permitted include those permitted in the R-1 and R-2 zones, as well as structures containing four or more dwelling units. The maximum permitted density is 20 to 25 dwelling units per net acre. The R-3 zone implements the General Plan Multi-Family Residential land use designation.
4. **Multi-Family Residential - 36 Zone (R-4).** The R-4 zone applies to lots intended to provide multi-family housing. Housing types permitted include those permitted in the R-1, R-2 and R-3 zones, as well as structures containing four or more dwelling units. The maximum permitted density is 30 to 36 dwelling units per net acre. The R-4 zone implements the General Plan Multi-Family Residential-36 land use designation.
5. **Mobile Home Residential Zone (M-H).** The M-H zone is established to accommodate and preserve mobile home park housing developments and subdivisions. The M-H zone implements the General Plan Limited Multi-Family Residential land use designation. (Ord. 19-03 § 3, 2019; Ord. 688 § 1, 2006)

SECTION 5. Section 17.08.020 (*Allowed Uses and Permit Requirements for Residential Zones*) of the Los Alamitos Municipal Code is hereby amended to read as follows (new text shown in underline):

17.08.020 Allowed Uses and Permit Requirements for Residential Zones

A. Use Regulations. This section, and Table 2-02 (Allowed Uses and Permit Requirements for Residential Zones) in particular, identifies the uses of land that may be allowed within each of

the zones established in Section [17.04.020](#) (Zones Established) and indicates whether any special permit is required for each allowable use.

B. Permitted Uses, Use Permits, and Uses Not Allowed.

1. **Permitted Use (“P”).** A permitted use is a use permitted as a matter of right, subject to compliance with applicable provisions of this Zoning Code, including Site Development Permit—Major and Minor (Chapter [17.44](#)) and a building permit or other permit required by the Municipal Code.

2. **Permitted as an Accessory Use (“A”).** Accessory uses are uses clearly incidental to a primary permitted or conditionally permitted use are permitted as a matter of right, subject to the requirements of this Zoning Code, including Section [17.38.030](#) (Accessory Structures/Uses—Residential).

3. **Administrative Use Permit (“AUP”).** Uses that are allowed subject to the approval of an Administrative Use Permit (Chapter [17.32](#)).

4. **Conditional Use Permit (“CUP”).** Uses that are allowed subject to the approval of a Conditional Use Permit (Chapter [17.32](#)).

5. **Temporary Use Permit (“TUP”).** Temporary uses are subject to the approval of a Temporary Use Permit (Chapter [17.46](#)).

6. **Uses Not Allowed (“—”).** Uses with an “—” indication in Table 2-02 are not allowed in the specified zone.

C. Specific Use Regulations. All uses, regardless of the type of permit that may be required, shall comply with applicable provision of this Zoning Code. In addition, if there is a section number in the last column of the Table 2-02 labeled Specific Use Regulations, the use is also subject to the referenced provisions.

D. Zoning Permit Required. For any use permitted as a matter of right, such use shall require approval of a Zoning Permit in compliance with Chapter [17.50](#) (Zoning Consistency Review).

E. Multiple Uses on a Single Site. When a proposed project includes multiple land uses and more than one type of land use permit is required, the most restrictive land use permit shall apply to the entire project application.

F. Director Determination. Land uses are defined in Division 7 (Definitions). In cases where a specific land use or activity is not defined, the Director shall assign the land use or activity to a classification substantially similar in character, pursuant to Section [17.02.020](#) (Rules of Interpretation). Land uses not listed in Table 2-02 or not found to be substantially similar to the land uses, as determined by the Director, are prohibited.

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

Use	Land Use Regulation					Specific Use Regulations
	R-1	R-2	R-3	<u>R-4</u>	M-H	
CANNABIS USES						
Cannabis Delivery	—	—	—	<u>—</u>	—	See Section 17.28.090 (Cannabis Uses)
Commercial Cannabis Activities	—	—	—	<u>—</u>	—	See Section 17.28.090 (Cannabis Uses)
Cultivation, even by Qualified Patients and Caregivers	—	—	—	<u>—</u>	—	See Section 17.28.090 (Cannabis Uses)
RESIDENTIAL USES						
Accessory Dwelling Unit	P	P	P	<u>P</u>	P	See Section 17.28.020
Accessory Structures and Uses	A	A	A	<u>A</u>	A	See Section 17.28.030 (Accessory Structures/Uses—Residential)
Boarding House	—	—	CUP	<u>CUP</u>	—	
Group Home—6 residents or fewer	P			-		
Live/Work Unit	—	AUP	—	<u>—</u>		Subject to the regulations in Section 17.28.180 (Live/Work Units)
Mobile Home Parks	—	CUP	CUP	<u>CUP</u>	CUP	
Multiple-Family Dwelling	—	P	P	<u>P</u>	—	
Resident Manager’s Unit	—	AUP	AUP	<u>AUP</u>	—	
Single-Family Dwelling	P	P	P	<u>P</u>	P	
Senior Housing	—	P	P	<u>P</u>	P	
Supportive Housing	P	P	P	<u>P</u>	P	
Transitional Housing	P	P	P	<u>P</u>	P	
Two-Unit Dwelling (Duplex)	—	P	P	<u>P</u>	—	
PUBLIC ASSEMBLY AND RECREATION USES						

Use	Land Use Regulation					Specific Use Regulations
	R-1	R-2	R-3	R-4	M-H	
Public Assembly Facilities	—	—	CUP	<u>CUP</u>	A	Only associated with a mobile home park
Religious Assembly Facilities	—	—	CUP	<u>CUP</u>	—	
Recreation Facilities, Private—Indoor or Outdoor	A	A	A	<u>A</u>	A	Only associated with the primary permitted use and intended to serve the residents of the associated development
Schools, K-12—Private	—	CUP	CUP	<u>CUP</u>	—	
SERVICE AND CARE USES						
Day Care Centers	—	CUP	CUP	<u>CUP</u>	—	See Section 17.28.130 (Day Care, General)
Family Day Care Homes—Large	P	P	P	<u>P</u>	—	See Section 17.28.140 (Day Care Home—Large Family (9-14 children))
Family Day Care Homes—Small	P	P	P	<u>P</u>		
Residential Care Facilities—7 or more persons	—	—	CUP	<u>CUP</u>	—	
OTHER USES						
Vehicle Charging Facilities	A	A	A	<u>A</u>	A	Only as accessory to a permitted use
Temporary Uses/Activities	TUP	TUP	TUP	<u>TUP</u>	TUP	See Chapter 17.46 (Temporary Use Permits)
Utility Facilities						
Facilities with On-Site Staff	CUP	CUP	CUP	<u>CUP</u>	CUP	Ground-mounted equipment in residential zones shall be screened by landscaping to the satisfaction of the Director
Facilities with No On-Site Staff	AUP	AUP	AUP	<u>AUP</u>	AUP	
Wireless Communication Facilities—Major	—	—	—	<u>—</u>	—	Except as may be pre-empted by Federal law Section 17.28.270(K) (Wireless Communications Facilities)

Use	Land Use Regulation					Specific Use Regulations
	R-1	R-2	R-3	<u>R-4</u>	M-H	
Wireless Communication Facilities—Minor	—	—	—	<u>—</u>	—	Except as may be pre-empted by Federal law Section 17.28.270(L) (Wireless Communications Facilities)
Wireless Telecommunication Facilities, Satellite Dish Antenna	P	P	P	<u>P</u>	P	Subject to size limitations per Section 17.28.270 (Wireless Communications Facilities) and as otherwise regulated by this section

SECTION 6. Section 17.08.030 (*Development Standards in Residential Zones*) of the Los Alamitos Municipal Code is hereby amended to read as follows (new text shown in underline):

17.08.030 Development Standards in Residential Zones

- A. The general property development standards for the R-1, R-2, R-3, R-4 and MH zones shall be as set forth in Table 2-03: Development Standards for Residential Zones.
- B. In the R-2 zone, where a lot has been subdivided for the purpose of establishing one single-family residential unit per lot, the standards for the R-1 zone shall apply, except the minimum lot size shall be 5,000 square feet and the minimum lot width shall be 50 feet.
- C. In addition to the standards set forth in Table 2-03, Section [17.08.045](#) (Design Standards for Multi-Family Housing) shall apply.

Table 2-03: Development Standards in Residential Zones

Development Feature	Requirement by Zone					
	R-1	R-2	R-3	<u>R-4</u>	M-H	Additional Requirements
Lot and Density Standards						
Maximum Density	6 du/ac; 1 du per lot	<u>6-20</u> du/ac	<u>20-25</u> du/ac	<u>30-36</u> <u>du/ac</u>	10 du/ac	In MH zone, minimum lot or space size for individual mobile home is 2,000 sq. ft.
Minimum Lot Size	6,000 sq. ft.	9,000 sq. ft.	7,200 sq. ft.	<u>7,200 sq.</u> <u>ft.</u>	5 acres	

Development Feature	Requirement by Zone					
	R-1	R-2	R-3	<u>R-4</u>	M-H	Additional Requirements
Minimum Lot Width						
Interior Lot	60 ft.	60 ft.	60 ft.	<u>60 ft.</u>	—	See also Title 16 (Subdivisions) regarding dimensions for cul-de-sac and other unusual lots
Corner Lot	60 ft.	70 ft.	70 ft.	<u>70 ft.</u>	—	
Reversed Corner Lot	60 ft.	75 ft.	—		—	
Minimum Lot Depth	100 ft.	135 ft.	100 ft.	<u>100 ft.</u>	—	
Maximum Lot Coverage	50%	60%	50%	<u>60%</u>	—	Excludes swimming pools and any open-sided patio structure
Building Form and Location						
Minimum Dwelling Area	Gross floor area					
Studio	No minimum for R-1 zone	800 sq. ft.	450 sq. ft.	<u>450 sq. ft.</u>	—	Excludes garage area
1 bedroom			650 sq. ft	<u>650 sq. ft</u>		
2+ bedrooms			800 sq. ft.	<u>800 sq. ft.</u>		
Maximum Height	Structures					
Main	30 ft.	35 ft.	35 ft.	<u>40 ft.</u>	20 ft.	See Section 17.16.040 (Height Measurement and Exceptions) 1) <u>Except in the R-4 zone</u> , along an interior side yard lot line, any structure taller than 25 feet shall be set back an additional 5 feet minimum (relative to minimum required setback) for any portion of the building taller than 25 feet

Development Feature	Requirement by Zone					
	R-1	R-2	R-3	<u>R-4</u>	M-H	Additional Requirements
						2) Structures on lots with a common property line with an R-1 zoned property shall not exceed 2 stories and 25 feet in height <u>within 30 feet of the R-1 lot line.</u>
Accessory	15 ft.	15 ft.	15 ft.	<u>15 ft.</u>	15 ft.	Accessory dwelling units shall conform to the setback requirements for the main structure
Minimum Setbacks						See Section 17.28.030 and 17.08.070 regarding setback exceptions
Front Yard	20 ft.	20 ft.	20 ft.	<u>20 ft.</u>	—	
Turn-Around End of a Cul-de-Sac	10 ft.	10 ft.	10 ft.	<u>10 ft.</u>		
Side Yard— Interior	5 ft.	5 ft.	5 ft.	<u>5 ft.</u>	—	
Side Yard— Corner Lot	10 ft.	10 ft.	10 ft.	<u>10 ft.</u>		
Rear Yard	10 ft.	10 ft.	10 ft.	<u>10 ft.</u>	—	
Garage Setback	Applies to garages associated with individual dwelling units				—	
Street (Front)	20 ft.	20 ft.	20 ft.	<u>20 ft.</u>	—	
Alleyway	10 ft.	10 ft.	10 ft.	<u>10 ft.</u>	—	
Street (side yard) (corner lot)	20 ft.	20 ft.	20 ft.	<u>20 ft.</u>	—	
Maximum Rear Yard Coverage by Patio or Accessory Structure	30%	—	—	==	—	Applies to all rear yard area, not just required rear setback area
Distance (minimum) Between Structures on 1 Lot	—	10 ft.	10 ft.	<u>10 ft.</u>	N/A	A minimum of 10 feet between structures shall be free of any eaves or other projections

Development Feature	Requirement by Zone					
	R-1	R-2	R-3	<u>R-4</u>	M-H	Additional Requirements
When Main Structures Face Across a Court	—	15 ft.	15 ft.	<u>15 ft.</u>		
Storage Space in a Garage or Carport (minimum)	N/A	200 cubic ft./unit		<u>200 cubic ft./unit</u>	N/A	Storage space shall be required for new developments only
Outdoor Living Space						
Combination of Private and Common Area	—	400 sq. ft. per unit, with a minimum of 100 sq. ft. of private space per unit	200 sq. ft. per unit of common area, with a minimum of 60 sq. ft. of private space per unit	<u>200 sq. ft. per unit of common area, with a minimum of 50 sq. ft. of private space per unit</u>	200 sq. ft. per unit of private open space adjacent to the unit, plus 50 sq. ft. per unit of common open space	1) For developments with 5 or more units, at least 1 common open space area with minimum dimensions of 20 feet by 20 feet shall be provided 2) For common open space areas, a minimum space of at least 20 feet by 20 feet shall be required. All common open space areas other than swimming pools shall be kept clear of mechanical equipment and other obstructions that would inhibit use of the open areas 3) In the MH zone, common outdoor area shall be at least 125 sq. ft. and accessible to all mobile home park residents 4) Private open space must be clear of mechanical equipment and other obstructions that would inhibit use of area

SECTION 7. Section 17.08.045 (*Design Standards for Multi-Family Housing*) of the Los Alamitos Municipal Code is hereby amended to read as follows (new text shown in underline):

17.08.045 Design Standards for Multi-Family Housing

A. Building Design.

1. Except in the R-4 and TCMU districts, for buildings higher than two stories, the third story shall step back a minimum of five feet from the story below to minimize building bulk and create façade articulation.
2. Building facades shall incorporate details such as window trim, window recesses, cornices, changes in material, color, or other design elements in an integrated composition.
3. Roofs shall be designed to drain away from neighboring properties.
4. On multi-story buildings, windows shall be placed to provide privacy for adjacent properties, such as avoiding having windows directly facing each other across lot lines.
5. Carport roofs visible from the public right-of-way or on-site buildings shall incorporate roof slopes and materials to match adjacent buildings.

B. Pedestrian Access.

1. Clearly marked pedestrian walkways shall be provided from parking areas to building entryways and shall be designed to minimize pedestrian/vehicle conflicts.
2. Interior and exterior pedestrian walkways with access within and to the residential or mixed-use projects shall be defined by landscaping and lighting that are consistent with the scale and architecture of the buildings they serve.

C. Other Design Standards.

1. Transformers shall not be located within any required private open space area.
2. Transformers, other on-site utility equipment, and on-site fire department connections shall be screened from view from public rights-of-way by landscaping or ground-mounted structures/fencing of materials and colors that match on-site architecture.
3. Stormwater retention ponds, where provided, shall be designed as a landscape feature

D. Design Standards Specific to R-4 Zone.

1. Balconies.

- a) No more than 40% of balconies on a project shall extend beyond the facade of the building; and the maximum projection shall be 25% of the balcony's full depth. All other balconies shall be recessed into the building facade.
- b) No balconies shall overhang into the public right-of-way or sidewalk not including the portion of the building setback behind the existing property line.
- c) Balconies can overhang the area of the building setback, behind the property line.

2. Indoor Common Area.

- a) 25 percent of the required Common Area up to a maximum area of 3000 sq ft may be located indoors.
- b) A minimum area of 400 square feet with a minimum dimension of 20 feet in each direction is required to qualify as Indoor Common Area.
- c) Indoor Common Areas shall have a minimum floor to ceiling height of 12 feet.
- d) At least one wall on an Indoor Common Area shall be a glazed building exterior.
- e) Indoor Common Areas shall connect directly to an Outdoor Common Areas.
- f) Indoor Common Areas shall not include spaces used primarily for circulation.

3. Materials.

- a) No more than 60% of the building facade shall be clad with Exterior Insulation and Finish Systems (EIFS) or stucco.

SECTION 8. Chapter 17.12 (*Town Center Mixed-Use Zone*) of the Los Alamitos Municipal Code is hereby amended to read as follows (new text shown in underline, deletions in ~~strikethrough~~):

17.12.010 Purpose of Zone

The Town Center Mixed-Use (TCMU) zone is established to provide opportunities for commercial and residential mixed-use development that takes advantage of easy access to transit and proximity to commerce, and that encourages pedestrian activity. A wide range of integrated commercial and residential uses are appropriate. The Town Center Mixed-Use zone requires the inclusion of a ground-floor, street-frontage commercial or live/work components for all projects. Exclusive residential structures are ~~not allowed~~ permitted as part of horizontal mixed-use developments. This zone implements the General Plan Mixed-Use land use designation and the Town Center Strategic Plan. (Ord. 19-03 § 3, 2019)

17.12.020 Land Uses and Permit Requirements

A. **Use Regulations.** This section, and Table 2-06 (Allowed Uses and Permit Requirements for Town Center Mixed-Use Zone) in particular, identifies the uses of land that may be allowed within the TCMU zone and indicates whether any special permit is required for each allowable use.

B. **Permitted Uses, Use Permits, and Uses Not Allowed.**

1. **Permitted Use (“P”).** A permitted use is a use permitted as a matter of right, subject to compliance with applicable provisions of this Zoning Code, including Site Development Permit—Major and Minor (Chapter 17.44) and a building permit or other permit required by the Municipal Code.

2. **Permitted as an Accessory Use (“A”).** Accessory uses that are clearly incidental to a primary permitted or conditionally permitted use are permitted as a matter of right, subject to the requirements of this Zoning Code, including Section 17.28.035 (Accessory Structures—Nonresidential Zones).

3. **Administrative Use Permit (“AUP”).** Uses that are allowed subject to the approval of an Administrative Use Permit (Chapter 17.32).

4. **Conditional Use Permit (“CUP”).** Uses that are allowed subject to the approval of a Conditional Use Permit (Chapter 17.32).

5. **Temporary Use Permit (“TUP”).** Temporary uses are subject to the approval of a Temporary Use Permit (Chapter 17.46).

6. **Uses Not Allowed (“—”).** Uses with an “—” indication in Table 2-06 are not allowed in the specified zone.

C. **Specific Use Regulations.** All uses, regardless of the type of permit that may be required, shall comply with applicable provision of this Zoning Code. In addition, if there is a section number in the last column of the Table 2-06 labeled Specific Use Regulations, the use is also subject to the referenced provisions.

D. **Zoning Permit Required.** For any use permitted as a matter of right, such use shall require approval of a Zoning Permit in compliance with Chapter 17.50 (Zoning Consistency Review).

E. **Multiple Uses on a Single Site.** When a proposed project includes multiple land uses and more than one type of land use permit is required, the most restrictive land use permit shall apply to the entire project application.

F. **Director Determination.** Land uses are defined in Division 7 (Definitions). In cases where a specific land use or activity is not defined, the Director shall assign the land use or activity to a classification substantially similar in character. Land uses not listed in Table 2-06 or not found to

be substantially similar to the land uses, as determined by the Director, are prohibited.

G. **Prohibited Uses.** The following uses are specifically prohibited in the TCMU zone:

1. All Cannabis Activities, including Cannabis Deliveries, Commercial Cannabis Activities, and Commercial Cultivation, even by Qualified Patients and Caregivers
2. Donation Boxes
3. Freight and/or Truck Terminals
4. Gun and Ammunition Stores
5. Manufacturing—Heavy
6. Recycling, Large Collection
7. Recycling, Processing Facility
8. Salvage Yard
9. Secondhand Stores
10. Swap Meets—Indoor or Outdoor
11. Tobacco and Vape Stores. (Ord. 19-03 § 3, 2019)

17.12.030 Commercial Uses Required along Street Frontages

To maintain an active pedestrian environment in the TCMU zone, commercial uses shall be the predominant along street frontages. At least 75 percent of the ground floor frontage along Katella Avenue and Los Alamitos Boulevard shall be occupied by commercial uses and/or live/work units. At least 75 percent of the ground floor frontage along Pine Street shall be occupied by commercial and/or cultural uses.

Table 2-06: Allowed Uses and Permit Requirements for Town Center Mixed-Use Zone

P: Permitted Use	CUP: Conditional Use Permit
A: Permitted as an Accessory Use	—: Use not allowed
AUP: Administrative Use Permit	TUP: Temporary Use Permit
	UF: Permitted Only on Upper Floor(s)

Land Use	TCMU	Special Use Regulations
BUSINESS, FINANCIAL, AND PROFESSIONAL		
Automated Teller Machines (ATMs)—Drive Up	—	
Business Support Services	P	
Check Cashing and/or Payday Loans	—	
Financial Institutions and Related Services (without drive-through facilities)	P	
Offices—Business, and Professional (but not including Medical and Dental Office)	P	1) In multi-story structures, offices may occupy up to 100 percent of the gross floor area in the second and higher stories, and up to 15 percent of the ground floor upon verification of the square footage by the Director. In no case shall any single office space on the ground floor exceed 3,000 square feet total 2) In single-story structures located in shopping centers, up to 15 percent of the gross floor area of the center is allowed for office uses upon verification of the square footage by the Director. In no case shall any single office space exceed 3,000 square feet total
CANNABIS USES		
Cannabis Deliveries	—	See Section 17.28.090 (Cannabis Uses)
Commercial Cannabis Activities	—	See Section 17.28.090 (Cannabis Uses)
Commercial Cultivation, even by Qualified Patients and Caregivers	—	See Section 17.28.090 (Cannabis Uses)
EATING AND DRINKING ESTABLISHMENTS		
Bars, Lounges, Nightclubs, and Tasting Rooms	CUP	
Restaurant—No Alcohol Sales	P	
Restaurant—Accessory Outside Seating Areas	AUP	See Section 17.28.200 (Outdoor Dining) and Chapter 17.32 (Administrative Use Permits and Conditional Use Permits)
Restaurant—Full or Limited Service with Late Hours (open between midnight and 6:00 a.m.)	CUP	
Restaurant—Full or Limited Service, Serving Alcohol	CUP	See Section 17.28.060 (Alcoholic Beverage Retail Sales)
Restaurant with Drive-Through Facilities	—	

Land Use	TCMU	Special Use Regulations
EDUCATION		
Schools, Private	CUP	
Trade and Vocational Schools	CUP	
Traffic School	CUP	
Tutoring and Education Centers	CUP	
LODGING		
Hotel and Motel	CUP	
Homeless Shelters—up to 20 beds	—	
Homeless Shelters—more than 20 beds	—	
MEDICAL-RELATED AND CARE USES		
Ambulance Services	—	
Clinic and Urgent Care	—	
Day Care Center	CUP	17.28.130 (Day Care, General)
Health Facilities, Therapy and Rehabilitation	CUP	Prohibited on ground floor. No larger than 3,000 sq. ft.
Hospital	—	
Medical and Dental Office	P/CUP	1) CUP required on ground-floor tenant spaces on properties with arterial street frontage 2) In multi-story structures, offices may occupy up to 100 percent of the gross floor area in the second and higher stories, and up to 15 percent of the ground floor upon verification of the square footage by the Director. In no case shall any single office space on the ground floor exceed 3,000 square feet total. These standards shall apply to all office uses, including Professional. Such determination/verification shall occur through the Zoning Permit process 3) In single-story structures located in shopping centers, up to 15 percent of the gross floor area of the center is allowed for office uses upon verification of the square footage by the Director. In no case shall any single office space exceed 3,000 square feet total. These standards shall apply to all office uses, including Professional. Such determination/verification shall occur through the Zoning Permit process
Residential Care Facilities	—	
RECREATION AND		

Land Use	TCMU	Special Use Regulations
ENTERTAINMENT		
Arcade (Electronic Game Center)	CUP	See Section 17.28.070 (Arcades)
Commercial Recreation—Indoors	CUP	
Commercial Recreation—Outdoors	—	
Entertainment, Indoor	CUP	Excludes uses that are regulated under Section 17.28.040 (Adult Businesses)
Health/Fitness Facilities, Small	AUP	
Health/Fitness Facilities, Large	CUP	
RESIDENTIAL		
Live/Work Unit	AUP	
Multi-Family Dwelling	AUP	Required to be integrated into a project as either horizontal or vertical mixed use, but not permitted as a stand-alone use
Senior Residential Housing Projects	P	See Section 17.28.250 (Senior Citizen Housing)
Single-Family Dwelling	—	
Supportive Housing—Housing Type	AUP	
Transitional Housing—Housing Type	AUP	
RETAIL SALES		
Alcohol Beverage Sales		
Alcohol Sales, for Off-Site Consumption	CUP	See Section 17.28.060 (Alcoholic Beverage Retail Sales)
Alcoholic Beverage Sales (for on-site or off-site consumption, in conjunction with an allowed use)	CUP	See Section 17.28.060 (Alcoholic Beverage Retail Sales)
Animal Retail Sales	—	
Building Materials and Services, Indoor	—	
Building Materials and Services, Outdoor	—	
Convenience Store	CUP	
Farmers' Market	TUP	
Outdoor Temporary and/or Seasonal Sales	TUP	
Recreational Equipment Rentals—Indoor Only	P	
Retail—General	P	

Land Use	TCMU	Special Use Regulations
Retail—Restricted	CUP	
Vehicle Sales and Rental	P	Office only; no storage of cars on property.
Large Vehicle, Construction, and Heavy Equipment Sales, Service, and Rental	—	
SERVICE USES		
Animal Boarding/Kennels, Grooming	—	
Cultural Institutions	CUP	
Funeral Parlors and Interment Services	—	
Instructional Services	P	
Maintenance and Repair Services—Indoor	—	
Personal Services, General	P	
Personal Services, Restricted	CUP	
Moving Companies, Storage Allowed	—	
Social Service Facilities	CUP	
Vehicle Repair and Services	—	
Service/Fueling Station	—	
Vehicle Washing/Detailing	—	
Vehicle Service, Major	—	
Veterinary Services, Large Animal	—	
Veterinary Services, Small Animal	CUP	All operations must be conducted completely within a masonry structure. No overnight boarding permitted
TRANSPORTATION, COMMUNICATIONS, AND INFRASTRUCTURE USES		
Car Sharing—Parking	AUP	Car sharing parking spaces may not occupy any space required for another use
Freight/Truck Terminals	—	
Vehicle Charging Stations	A	
Utility Facilities	CUP	
Vehicle Storage	—	
Wireless Telecommunication Facilities—Minor	AUP	See Section 17.28.270 (Wireless Communications Facilities)
Wireless Telecommunication Facilities—Major	CUP	See Section 17.28.270 (K) (Wireless Communications Facilities)
Wireless Telecommunication Facilities, Satellite Dish Antenna	P	See Section 17.28.270 (Wireless Communications Facilities)
OTHER USES		

Land Use	TCMU	Special Use Regulations
Caretaker Quarters	—	
Drive-Through or Drive-Up Facilities	—	
Public Assembly Facilities	CUP	
Religious Assembly Facilities	CUP	
Vending Machine	A	Allowed indoors only accessory to an allowable use

17.12.040 Development Standards for Town Center Mixed-Use Zone

A. **General.** The general property development standards for the TCMU zone shall be as set forth in Table 2-07: General Development Standards for Town Center Mixed-Use Zone.

B. **Calculation of Density and Intensity.**

1. **Horizontal Mixed Use.** For residential and nonresidential uses on the same development site but separate legal lots, the residential density shall be calculated for the lot or lots dedicated solely to residential use. The FAR for the nonresidential use shall be calculated for the lot or lots dedicated solely to the nonresidential use.

2. **Vertical Mixed Use.** For a development project consisting of residential and nonresidential uses in the same building or group of buildings, the residential density and FAR shall be additive, meaning that the development in total shall not exceed the allowed the residential density shall be as calculated for the residential component and plus the maximum the FAR as calculated for nonresidential component.

Table 2-07: General Development Standards for Town Center Mixed-Use Zone

Development Feature	Requirement by Zone	Additional Requirements
	TCMU	
Minimum Lot Area (for new mixed-use development)	10,000 <u>5,000</u> sq. ft.	For new mixed-use development. Single-purpose uses can be constructed on lots smaller than 10,000 <u>5,000</u> sq. ft.
Structure Form and Location Standards		
Residential Density—Maximum	30 <u>60</u> units/acre	<u>The cumulative residential development in the TCMU district shall not exceed 588 total units.</u>
FAR Maximum—Nonresidential Components	2.00	
Storefront Width—Minimum	50% of street frontage lot	

Development Feature	Requirement by Zone	Additional Requirements
	TCMU width	
Minimum Setback		
<u>Fronting Los Alamitos Boulevard and/or Katella Avenue</u>	<u>12 ft. minimum</u>	<u>The setback shall be developed as passable walkway, contiguous with the public sidewalk. Shade trees (species to be required by the City) shall be planted in the first 4 ft. of the setback; the rear 5 ft. of the setback may be used for outdoor dining or other outdoor commercial uses.</u>
<u>Fronting Pine Street</u>	<u>6 ft. minimum</u>	
Front or Adjacent to a Street	0 ft. minimum; 10 ft. maximum	
Side—Interior		
Abutting Nonresidential or Mixed-Use Zone	0 ft. minimum	
Abutting Residential Zone	10 ft. minimum	
Side—Street Side	10 ft. minimum	
Rear		
Abutting Nonresidential Zone	0 ft. minimum	
Abutting Residential Zone	15 ft. minimum	
Height—Maximum	60 ft.	
Open Space for Residential Uses	<u>150</u> 200 sq. ft. per unit combined common and private	

C. **Parking Restricted within Front and/or Street Side Setbacks.** Parking shall only be allowed within required front and/or street side setbacks where the responsible review authority finds that no feasible alternative exists to design a project and further, where such parking can be well integrated into overall project design and can adequately screened.

D. **Minimum Ground Floor Height.** The minimum ground-floor height for structures with commercial uses on the ground floor shall be not less than 12 feet, six inches. (Ord. 19-03 § 3, 2019)

17.12.050 Design Standards

A. **Generally.** All new development shall be designed to achieve the following objectives:

1. Site and building design shall provide for internal compatibility among the different uses in terms of noise, hours of operation, vehicle and pedestrian circulation, access, use of open space, and similar operating characteristics.
2. Potential noise, odors, glare, pedestrian traffic, and other potentially significant impacts on residents shall be minimized to allow a compatible mix of residential and nonresidential uses on the same site.
3. The design of any live/work or mixed-use project shall take into consideration potential impacts, including, but not limited to, noise, odors, and hours of operation, on adjacent properties. The design shall include specific design features to minimize potential impacts.
4. The design of the mixed-use project shall ensure that the residential units are of a residential character and that privacy between residential units and between other uses on the site is maximized.
5. The design of the structures and site planning shall encourage integration of the street pedestrian environment with the nonresidential uses through the use of plazas, paseos, courtyards, and walkways, as well as pedestrian scale amenities and street furniture.
6. Site planning and building design shall be compatible with and enhance the adjacent and surrounding built environment in terms of scale, building design, color, exterior materials, roof styles, lighting, landscaping, and signage.
7. Any mixed-use development in which two-thirds or more of the gross floor area is developed with residential uses, in addition to complying with the design standards set forth in this section, shall comply with the provisions of Section [17.08.045](#) (Design Standards for Multi-Family Housing).

B. Building Orientation, Entrances, and Articulation.

1. **Orientation.** The main building of a development shall be oriented to face a public street. Building frontages shall be generally parallel to streets. For all residential, retail, and office uses, at least one primary entrance to a ground-floor use shall face the adjacent street right-of-way. Ground-related entrances include entrances to ground-floor uses.
2. **Ground Floor Transparency.** At least 65 percent of the exterior walls on the ground floor facing the street shall include windows, doors, or other openings.
3. **Nonresidential Entrances.** Entries shall include clearly defined features of front façades and be of a scale that is in proportion to the size of the building and number of units being accessed. Larger buildings shall have a more prominent building entrance while maintaining a pedestrian scale.
4. **Transitional Space at Residential Entries.** New residential buildings shall provide

transitional spaces in the form of stoops, overhangs, and porches between public areas fronting the primary street(s) and entrances. This type of element or equivalent shall be required for each unit or group of units, but no less than one of this type of element shall be provided.

5. **Building Articulation.** No street frontage wall may run in a continuous plane for more than 25 feet without building openings or offsets, or as approved by the Review Authority if the project is constrained by unusual parcel size, shape, use, or other features that the responsible Review Authority accepts as rendering this requirement infeasible. Offsets shall vary in depth and/or direction of at least 18 inches, or a repeated pattern of offsets, recesses, or projections of similar depth.

6. **Structured Parking.** Structured parking facing public streets shall be fronted or wrapped with actively occupied spaces such as storefronts, live/work units, residential community amenities, and lobbies. Access to parking shall be designed so that it is not prominent and ties into the adjacent architectural style. (Ord. 19-03 § 3, 2019)

C. Stoops are a unique opportunity to engage residential entries with the public realm, creating activation, opportunities for engagement, and safety. Additionally, stoops create a design aesthetic that supports a residential character on appropriate urban streets. All stoops shall conform to the following design standards:

1. Stoops shall be required for ground level residential units on all streets, regardless of typology.
2. Stoops shall be designed to address the street to provide the most direct access path and allow for the greatest amount of landscaping.
- 3.. Stoop or storefront access shall be required for all ground level live-work units, where the street frontage of the building exceeds 100 feet, unless otherwise explicitly approved by the design review authority, provided an alternative accessible path is included.
4. Stoops shall be elevated a maximum of 36 inches above grade or sidewalk.
5. Stoop porches, not including stairs, shall be a minimum of 20 square feet.
6. Stoops shall correspond directly to the building entry and be at least 4 feet wide.
7. Stoops and/or adjacent entry porches shall not be enclosed with solid walls or railings, or vegetation that creates a visual obstruction between the stoop/porch and the public sidewalk in order to maintain a sense of openness.
8. Stoops may have an over-hanging roof or awning no wider than the stoop.
9. Planter or porch walls parallel to the sidewalk and taller than 18 inches shall have an irrigated 18 inch planting bed at its base.

D. Courtyards and Plazas are outdoor rooms designed for public use and are defined by surrounding buildings and/or streets. Primary functions are to encourage a diversity of opportunities for social interaction and activities, to provide relief and relaxation, to expand and reinforce the public realm, and to contribute to the livability and general amenity of the Town Center and adjacent parts of the city. Proposed uses and design should be determined as part of the overall project design process and shall comply with the established design standards:

1. Dimensions

- a. Shall have a minimum area of 1,200 square feet and minimum dimensions of 30 feet by 40 feet.

2. Accessibility

- a. Courtyards and plazas shall be open to a public street and sidewalk, on one or two-sides with an unobstructed opening dimension of 30 feet on any open side. An alley shall not be considered a public street
- b. Security fences, walls, and entry gates shall not obstruct access from the sidewalk.
- c. Raised planters shall not be located along the perimeter and used to privatize publicly accessible open space.
- d. Shall be open and accessible to the public at a minimum from 7am to 10pm.
- e. Signage shall identify the open space as a public amenity and the hours of accessibility.
- f. Vehicular access, loading and parking uses shall be prohibited.

3. Materials.

- a. Courtyards and plazas shall be of high-quality materials. Careful detailing shall include consideration of materials, their durability and appearance. No more than 25% of the area may be paved in standard concrete.

4. Landscaping

- a. At least 25% of the courtyard surface shall be landscaped with live vegetation. Shade trees and gardens are strongly encouraged. All landscaped areas shall contain a combination of low, medium, and tall plant materials as appropriate.
- b. A minimum of one 36-inch box shade tree shall be provided per 600 square feet of publicly accessible open space in a planting area of at least 6 ft x 6 ft x 3 ft deep. At the time of planting, trees shall be at least 12-feet tall with a 2-inch caliper (trunk), 6-inch above the topmost root.
- c. The property owner or agent shall maintain open space and landscaping within the publicly accessible open space.

5. Amenities

- a. Seating at the ratio of one seat per 200 square feet of courtyard/plaza area shall be provided, in addition to any permitted outdoor dining, in dispersed locations throughout the space. Seating shall be either movable chairs, or fixed seats or benches, where such seats shall be 18 lineal inches each. Movable seating is strongly encouraged.
- b. Storefront and unit entries fronting on the open space shall be designed and lighted to address safety and avoid unsafe conditions such as limited visibility, poor illumination, or dark corners.
- c. A majority of the open space should have access to sunlight for the duration of daylight hours. A mix of direct sunlight and shade is encouraged. Freestanding shading devices (single installation on the ground, such as trellis, patio covers, etc) shall be permitted within the open space, provided no more than 50% of the open space is covered.
- d. Permanent building projections, including cantilevered overhangs or balconies, may not project over the open space.
- e. Open space shall be inviting and well-illuminated at night with pedestrian-scaled lighting to address public safety. Fixtures may include low-level lights and overhead lights attached to building walls.
- f. A special feature (public art, water feature, specimen tree, or other such focal point) shall be provided for each publicly accessible open space plaza or courtyard.
- g. Bike racks, scooter parking areas, waste receptacles, and other street furnishings shall be provided.
- h. All publicly accessible open space shall follow the safety standards and considerations as defined by Crime Prevention Through Environmental Design (CPTED).
- i. Lighting shall be pedestrian-scaled and may include low-level bollard lights or overhead wall mounted fixture for a well illuminated area.

E. Paseos are narrow pedestrian passages that serve as mid-block crossings or access to interior courtyards. Their intimate scale and safety from vehicular traffic/noise makes them potentially vibrant destinations. Paseos are common to warm climates, where their sense of enclosure and

relative shade also makes them an attractive alternative to street retail. Paseos should comply with the following design standards:

1. Dimensions

- a. Paseos shall not be more than 30 feet nor less than 20 feet wide. The directly adjacent building walls framing the paseo may not be greater than three times in elevation height than the width of the paseo. The building above this height must be setback a minimum of 20 feet.

2. Accessibility

- a. Paseos shall be physically and visually accessible from the public sidewalk, and must connect a public street with a different public street, alley or interior courtyard.
- b. Paseos must be at the same elevation as the public sidewalk. No security fences, walls or entry gates shall block passage during established hours.
- c. Signage shall identify the paseo as a public amenity.
- d. Vehicular access, loading and parking uses shall be prohibited within the paseo during hours of public accessibility.

3. Materials

- a. Paseos shall feature high quality, durable materials applied in a carefully detailed manner.
- b. Decorative paving compatible with the style of the adjacent structures shall be applied with no more than 25% of the paseo being paved in standard concrete.
- c. Street-level facade standards shall be applied to facades fronting onto the open space.

4. Landscaping

- a. A minimum of 10% of the paseo area shall be landscaped with live landscaping. All landscaped areas shall contain a combination of low, medium, and tall plant materials as appropriate.
- b. A minimum of one 24-inch box shade tree shall be installed per 750 square feet of paseo area.
- c. Planters shall have a minimum soils area of 24 inches by 24 inches by 24 inches (24" x 24" x 24"), except where a tree is required, at which point the area and depth shall be increased to a minimum of 42 inches by 42 inches by 36 inches (42" x 42" x 36").

e. The property owner or agent shall maintain open space and landscaping within the publicly accessible open space.

5. Amenities

a. Seating at the ratio of one seat per 200 square feet of paseo area shall be provided, in addition to any permitted outdoor dining, in dispersed locations throughout the space. Seating shall be either movable chairs, or fixed seats or benches, where such seats shall be construed to be 18 lineal inches each. Movable seating is strongly encouraged.

b. Storefronts, unit entries or stoops shall front onto the paseo when possible and shall be designed and lighted to address safety.

c. A majority of the paseo should have access to sunlight for the duration of daylight hours. A mix of direct sunlight and shade should be provided.

d. Overhead structures, including canopies, awnings, cantilevered overhangs, or balconies, cannot cover greater than 25% of the paseo area. The remaining 75% must be open to the sky, although freestanding shade structures (trellises, patio covers, etc) shall be allowed, but a minimum of 50% of the paseo must remain uncovered.

e. Bike racks, scooter parking areas, waste receptacles, and other street furnishings shall be provided in the paseo.

f. Lighting shall be pedestrian-scaled and may include low-level bollard lights or overhead wall mounted fixtures for a well illuminated area.

17.12.060 Live/Work Standards

All live/work units shall comply with the regulations established in Division 4, Section 17.28.180 (Live/Work Units) of this title. (Ord. 19-03 § 3, 2019)

17.12.070 Open Space Requirements for Residential Uses

A. **Type.** Open space shall be in the form of private or common open space such as balconies, courtyards, at-grade patios (rear and side of the units), rooftop gardens, or terraces. Open standards for the R-3 zone shall apply.

B. **Minimum Dimension.** Balconies that are 30 inches or less in width or depth shall not be counted as open space.

C. **Encroachment.** Balconies that project over a public right-of-way shall be subject to

approval by the City Engineer. (Ord. 19-03 § 3, 2019)

17.12.080 Mixed-Use Lot Consolidation Incentive Program

To encourage the assemblage of smaller lots into larger lots that can be developed more efficiently into a mixed-use project, the following incentives may be provided to a qualifying development at the Director's discretion:

- A. Reduction of planning permit application fees.
- B. Priority in permit processing. (Ord. 19-03 § 3, 2019)

17.12.090 Other Applicable Regulations

New land uses and structures, and alterations to existing land uses and structures, shall be designed, constructed, and/or established in compliance with the requirements in Division 3—Site Planning and General Development Standards and Division 4—Regulations for Specific Land Uses and Activities. (Ord. 19-03 § 3, 2019)

SECTION 6. The Los Alamitos Zoning Map is hereby amended as follows:

Assessor's Parcel Number	Site Address	Existing General Plan Designation	Existing Zoning	Proposed Zoning
130-012-35	4655 Lampson Ave.	Community & Institutional	C-F (Community Facilities)	R-3 (Multiple Family Residential)
241-241-35	Laurel Park	Community & Institutional	C-F	R-4 (Multiple Family Residential – 36)
242-212-11 242-212-08 242-242-10	3191 Katella Avenue/ City Hall	Retail Business	C-G (General Commercial)	R-4
241-251-14	4142 Cerritos Avenue	Community & Institutional	C-F	R-4
222-181-01 222-181-02	5030-5084 Katella Avenue	Retail Business	C-G	R-4
242-222-06	3370 Cerritos Avenue	Multiple Family	R-3	R-4

SECTION 9. Pipeline Projects. Permit applications for properties located within the TCMU zone and the proposed R-4 zone which have been submitted to plan check prior to the adoption of this Ordinance shall be reviewed under the zoning rules and regulations which were in effect on the day prior to adoption of this Ordinance. The foregoing notwithstanding, any applicant may make a request in writing to the Director

of Development Services that his or her application be reviewed under the zoning rules and regulations as amended by this Ordinance.

SECTION 10. 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 11. 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 __ day of ____, 2023.

_____, 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. 2023-TBD was duly introduced and placed upon its first reading at a regular meeting of the City Council on the __ day of ____, 2023 and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the __ day of ____, 2023, 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

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: February 21, 2023

ITEM NUMBER: 13B

To: Mayor Tanya Doby & Members of the City Council

Presented By: Michael Daudt, City Attorney

Subject: Ordinance 2023-02 - State Mandated Update to Accessory Dwelling Unit (ADU) Regulations

SUMMARY

Consideration of an ordinance amending and restating Section 17.28.020 of the Los Alamitos Municipal Code concerning the regulation of Accessory Dwelling Units (ZOA 23-01).

RECOMMENDATION

1. Introduce for first reading, read by title only, and waive further reading of Ordinance No. 2023-02; and,
2. City Attorney Daudt read the title of Ordinance No. 2023-02, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND RESTATING SECTION 17.28.020 OF THE LOS ALAMITOS MUNICIPAL CODE CONCERNING THE REGULATION OF ACCESSORY DWELLING UNITS (ZOA 23-01)."

BACKGROUND

An accessory dwelling unit ("ADU") is an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. An ADU includes permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as a single-family dwelling or multifamily dwelling. A junior accessory dwelling unit ("JADU") is a small residential dwelling unit contained entirely within a single-family residence. A JADU may include separate sanitation facilities, or may share sanitation facilities with the existing single-family residence.

The State Legislature has long considered ADUs as a valuable strategy for addressing opportunities for affordable housing in California. Legislation aimed at making it easier to develop ADUs was initially passed by the Legislature in 2002, with additional supportive legislation in 2016, 2017 and again in 2020. The Los Amamitos Municipal Code (LAMC) was last updated in 2020 to be consistent with then-current State legislation regulating ADUs and JADUs.

During the 2021-2022 legislative session, the California Legislature approved two bills modifying State ADU Law. Senate Bill 897 and Assembly Bill 2221 (collectively, the "2022 revisions to State ADU Law") further streamline the process for approval of ADUs and JADUs and clarify certain provisions to ease development restrictions. These laws became effective on January 1, 2023, and all cities must utilize the new regulations, regardless of consistency

with any local regulations.

DISCUSSION

Section 17.28.020 of the Los Alamitos Municipal Code includes provisions regulating the development of ADUs and JADUs in the City. Section 17.28.020 was last updated in 2020. Since that time, the California Department of Housing and Community Development has issued updated guidance regarding the implementation of the State ADU Law (California Government Code § 65852.2). Further, during its 2021-2022 Regular Session, the State Legislature approved two bills modifying the State ADU Law, Senate Bill 897 and Assembly Bill 221. Both bills took effect on January 1, 2023.

Key changes to the State ADU Law made by Senate Bill 897 and Assembly Bill 2221 are outlined below:

1. Height Limitations. The City must now allow ADUs taller than 16 feet in the following circumstances:

- a. If a detached ADU is on a lot that is within one-half of one mile walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code, the ADU may be up to 18 feet in height, and up to two feet taller (for a maximum of 20 feet) if necessary to align the roof pitch on the ADU to the roof pitch of the primary dwelling.
- b. If a detached ADU is on a lot with an existing or proposed multistory multifamily dwelling, the ADU may be up to 18 feet in height.
- c. An attached ADU may be as tall as 25 feet, or the height limitation of the zoning district applicable to the primary dwelling, whichever is lower. However, the City may still limit the ADU to two stories.

2. Front Yard Setbacks. In general, the City may still impose front yard setback requirements on ADUs; however, Senate Bill 897 and Assembly Bill 2221 clarify that the front yard setback requirements must yield to the extent necessary to allow the construction of an ADU of at least 800 square feet with four-foot side and rear yard setbacks.

3. Objective Standards. The City may impose objective standards on ADUs. Senate Bill 897 and Assembly Bill 2221 define “objective standards” to mean, “...standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal.”

4. JADU Bathroom Access. A JADU may either have its own bathroom or share a bathroom with the single-family residence in which it is located. Senate Bill 897 and Assembly Bill 2221 specify that if a JADU is permitted without its own bathroom, it must have an interior entrance to the primary residence’s main living area.

The proposed Ordinance incorporates amendments to Section 17.28.020 of the Los Alamitos Municipal Code required to comply with the State ADU Law, as modified by Senate Bill 897 and Assembly Bill 2221. The Planning Commission met on January 25, 2023 and approved

Resolution No. 2023-02 recommending City Council approval of the proposed Ordinance. If approved, a copy of the Ordinance must be sent to the California Department of Housing and Community Development (“HCD”) within 60 days. Following its review, the HCD may submit written findings to the City as to whether the Ordinance, in its assessment, complies with California Government Code Section 65852.2.

FISCAL IMPACT

None.

Attachment: 1. Ordinance 2023-02 - Regulation of Accessory Dwelling Units

ORDINANCE NO. 2023-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND RESTATING SECTION 17.28.020 OF THE LOS ALAMITOS MUNICIPAL CODE CONCERNING THE REGULATION OF ACCESSORY DWELLING UNITS (ZOA 23-01)

WHEREAS, an accessory dwelling unit or “ADU” is an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. An accessory dwelling unit includes permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as a single-family dwelling or multifamily dwelling; and,

WHEREAS, a “junior accessory dwelling unit” or “JADU” is a small residential dwelling unit contained entirely within a single-family residence. A Junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing single-family residence; and,

WHEREAS, in 2016, the State Legislature adopted two bills pertaining to accessory dwelling units, Assembly Bill 2299 and Senate Bill 1069, which modified Government Code Section 65852.2; the State Legislature further modified Government Code Section 65852.2 with the adoption of Assembly Bill 494 and Senate Bill 229 in 2017, and again in 2020 with the adoption of Senate Bill 13, Assembly Bill 68, Assembly Bill 881 and Assembly Bill 3182 (Collectively, the “State ADU Law”); and,

WHEREAS, on June 15, 2020, the City Council of the City of Los Alamitos adopted Ordinance No. 2020-04 amending and restating Sections 17.08.020 and 17.28.020 of the Los Alamitos Municipal Code to update and clarify the City’s regulations related to ADUs in accordance with the State ADU Law; and,

WHEREAS, in July 2022, the California Department of Housing and Community Development (HCD) issued an updated Accessory Dwelling Unit Handbook, providing guidance on implementation of the State ADU Law; and,

WHEREAS, during its 2021-2022 Regular Session, the State Legislature approved two bills modifying the State ADU Law, Senate Bill 897 and Assembly Bill 221 (Collectively, the “2022 Revisions to the State ADU Law”); and,

WHEREAS, the 2022 Revisions to the State ADU Law necessitate the amendment and restatement of Section 17.28.020 (Accessory Dwelling Units and Junior Accessory Dwelling Units) of Title 17 (Zoning Regulations) of the Los Alamitos Municipal Code; and,

WHEREAS, the Planning Commission opened a duly noticed Public Hearing concerning this proposed code amendment on January 25, 2023, and recommended City Council approval of this Ordinance; and,

WHEREAS, the City Council opened a duly noticed Public Hearing concerning the proposed code amendment on February 21, 2023; 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:

- 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.*

ZOA 23-01 is consistent with the goals, policies, programs and land uses of applicable elements of the General Plan because the proposed Ordinance clarifies and updates the regulations for Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) in accordance with the requirements of Government Code Section 65852.2, which the Legislature adopted with the intent to streamline local regulations for the construction of new Accessory Dwelling Units. The State has long held that Accessory Dwelling Units are an important source of affordable housing in California. The City's adopted General Plan Housing Element contains policies which support development of Accessory Dwelling Units, and the City's Regional Housing Needs Allocation (RHNA) is supported by the addition of Accessory Dwelling Units to the City's housing stock.

- b) *This Ordinance will not be detrimental to the public convenience, health, interest, safety, or welfare of the City.*

ZOA 23-01 will promote public convenience, health, interest, safety and general welfare and serve the goals and purposes of Title 17 by clarifying and streamlining the regulations applicable to development of new

Accessory Dwelling Units. The proposed Accessory Dwelling Unit regulations require compliance with all applicable building and safety codes to ensure all life safety requirements are met.

- 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.*

The City Council of the City of Los Alamitos determines that this Ordinance is exempt from CEQA per Public Resources Code Section 21080.17 and CEQA Guidelines Section 152(h), which state the adoption of an ordinance regarding second dwelling units (accessory dwelling units) to implement the provisions of Government Code Section 65852.2 are exempt from CEQA; this Ordinance is further exempt from CEQA pursuant to CEQA Guidelines Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) because it has no potential for resulting in a physical change to the environment, directly or indirectly.

SECTION 3. Section 17.28.020 of Article 4 (Regulations for Specific Land Uses and Activities) of Title 17 (Zoning) of the Los Alamitos Municipal Code is hereby amended and restated in its entirety to read as follows:

17.28.020 Accessory Dwelling Units and Junior Accessory Dwelling Units

- A. Purpose.** The purpose of this Section is to provide for and regulate the creation of accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in a manner consistent with California Government Code sections 65852.2 and 65852.22.
- B. Definitions.** The following terms used in this Section shall have the meanings indicated below:

“Accessory dwelling unit”, “accessory structure”, “efficiency unit”, “living area”, “nonconforming zoning condition”, “passageway”, “proposed dwelling”, “public transit”, and “tandem parking” all have the same meaning as that stated in Government Code section 65852.2 as that section may be amended time to time. The terms “accessory dwelling unit” and “ADU” shall have the same meaning.

“Attached ADU” means an ADU, other than a converted ADU, that is physically attached to a primary dwelling.

“Converted ADU” means an ADU that is constructed within all or a portion of the permitted existing interior space of an accessory structure or within a portion of the permitted existing interior space of a dwelling structure, including bedrooms, attached garages, storage areas, or similar uses. A converted ADU also includes an ADU that

is constructed in the same location and to the same dimensions as a permitted existing structure or portion of a permitted existing structure.

“Detached ADU” means an ADU, other than a converted ADU, that is physically separated from, but located on the same lot as, a primary dwelling.

“Director” means the Development Services Director or their designee.

“Junior accessory dwelling unit” has the same meaning as that stated in Government Code section 65852.22(h)(1) as that section may be amended time to time. The terms “junior accessory dwelling unit” and “JADU” shall have the same meaning.

C. Conforming ADUs. An ADU that conforms to this Section shall:

1. Be deemed an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located;
2. Be deemed a residential use that is consistent with the existing General Plan and zoning designation for the lot upon which it is located; and
3. Not be considered in the application of any local ordinance, policy, or program to limit residential growth.

D. Locations Permitted.

1. *Permitted ADU Locations.* ADUs conforming to the provisions of this Section may be located on any lot in the City zoned to allow single-family or multifamily residential uses and that includes a proposed or existing legally developed single-family or multifamily dwelling.
2. *Permitted JADU Locations.* JADUs conforming to the provisions of this Section may be located within a proposed or existing legally developed single-family dwelling on any lot in the City that is zoned to allow single-family residential uses.
3. Notwithstanding the foregoing, no ADU may be constructed in an area in which the development of new residential units or residential additions, the addition of bathrooms, or new or additional connections to the water or sewer system would otherwise be prohibited due to inadequate water or sewer capacity, as determined by reference to objective and generally applicable rules, regulations, or maps adopted and/or maintained by the water service or sewer provider, as applicable.

E. ADU Requirements.

1. *Legal Lot/Residence.* An ADU shall only be allowed on a lot that contains a proposed or legally developed existing single-family or multifamily residence.

2. An ADU shall be either:

- (a) Attached to, or located within, the proposed or existing primary dwelling, including attached garages, storage areas or similar uses, or an accessory structure; or
- (b) Detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling.

3. *Number of Units Per Lot.*

- (a) For lots with a proposed or existing single-family dwelling, no more than one attached, converted or detached ADU and one JADU shall be permitted on the lot. In cases where both a detached ADU and JADU are developed or proposed on a lot, the total floor area of the detached ADU must be 800 square feet or less.
- (b) For lots with an existing multifamily dwelling:
 - i. At least one attached ADU, and up to 25 percent of the number of the existing units may be constructed within portions of the existing multifamily dwelling structure that are not used as livable space (e.g., storage rooms, boiler rooms, passageways, attics, basements, or garages) provided all applicable building code standards are met.
 - ii. Not more than two detached ADUs shall be permitted on the lot.

4. *Unit Size and Height.*

(a) Maximum Size.

- i. Attached ADUs. The total floor area of an attached ADU shall not exceed (i) 850 square feet for a studio or one-bedroom unit and 1,000 square feet for a unit with two or more bedrooms, or (ii) fifty (50) percent of the floor area of the primary dwelling, whichever is less. However, in no case shall this limitation be imposed to require an ADU with a total floor area of less than 800 square feet.
- ii. Detached ADUs. The total floor area of a detached ADU shall not exceed 850 square feet for a studio or one-bedroom unit and 1,000 square feet for a unit with two or more bedrooms.
- iii. Converted ADUs. The maximum size limitations set forth in this Subsection do not apply to converted ADUs that do not increase the existing floor area of a structure. In addition, a converted ADU created within an existing accessory structure may include an expansion of not more than 150 square

feet beyond the same physical dimensions as the existing accessory structure to extent necessary to accommodate ingress and egress.

(b) Minimum Size. The total floor area of an attached or detached ADU shall be at least 150 square feet.

(c) Height

- i. Except as provided below, the height of a detached ADU on a lot with an existing or proposed single-family or multifamily dwelling unit shall not exceed 16 feet.
- ii. The height of a detached ADU located on a lot with an existing or proposed single-family or multifamily dwelling unit that is within one-half of one mile walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code, shall not exceed 18 feet. However, an additional two feet of height, for a maximum of 20 feet, is allowed when necessary to align the roof pitch on the ADU to the roof pitch of the primary dwelling.
- iii. The height of a detached ADU on a lot with an existing or proposed multifamily, multistory dwelling shall not exceed 18 feet.
- iv. The height of an attached ADU shall not exceed the height limitation of the zoning district applicable to the primary dwelling or 25 feet, whichever is lower. In no event shall any such ADU exceed two stories.

5. *Applicability of Development Standards.* Except as otherwise provided in this Section, all ADUs must conform to the development standards set forth in this Title 17 for the zoning district in which they are located. Notwithstanding the foregoing, when the application of a development standard related to floor area ratio, lot coverage, open-space, front setbacks, or minimum lot size would prohibit the construction of an attached or detached ADU of at least 800 square feet with four-foot side and rear yard setbacks, such standard(s) shall be waived to the extent necessary to allow construction of such an ADU.

6. *Setbacks and Spacing.*

- (a) Front Yard Setbacks. New attached and detached ADUs are subject to the same minimum front yard setback requirements applicable to other structures on the lot on which the ADU is located.
- (b) Side and Rear Yard Setbacks. Minimum setbacks of no less than four (4) feet from the side and rear lot lines are required for new attached and detached ADUs.

- (c) **Converted ADUs.** No setbacks are required for converted ADUs, provided the side and rear yard setbacks of the existing converted structure are sufficient for fire and safety, as determined by the City's building official.
- (d) **Spacing.** A minimum distance of ten feet is required between a detached ADU and the primary dwelling, and all other structures, including garages, on the property.

7. *Off-street Parking.*

- (a) One off-street parking space must be provided for an attached or detached ADU. The required parking space may be permitted in setback areas, or through tandem parking on a driveway, unless specific findings are made by the Director that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety concerns.
- (b) When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces are not required to be replaced.
- (c) Off-street parking is not required in the following instances:
 - i. The ADU is located within one-half mile walking distance of public transit, including transit stations and bus stations;
 - ii. The ADU is located within an architecturally and historically significant historic district;
 - iii. The ADU is part of the proposed or existing primary residence or accessory structure (i.e., a converted ADU);
 - iv. When on-street parking permits are required but not offered to the occupant of the ADU; and/or
 - v. When there is a car share vehicle station located within one block of the ADU.

8. *Exterior Access.* An attached or converted ADU must have independent exterior access from the proposed or existing primary dwelling.

9. *Passageway.* No passageway shall be required in conjunction with the construction of an ADU.

F. JADU Requirements.

1. *Footprint.* A JADU may only be constructed within the walls of a proposed or existing single-family residence, including an attached garage.
2. *Size.* A JADU shall not exceed 500 square feet in size.
3. *Separate Entrance.* A JADU located within a proposed or existing single-family residence must include a separate entrance from the main entrance of the residence.
4. *Kitchen Requirements.* A JADU must include an efficiency kitchen, including a cooking facility with appliances, and a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the JADU.
5. *Bathroom Facilities.* A JADU may include separate sanitation facilities or may share sanitation facilities with the proposed or existing single-family residence in which it is located. If a JADU does not include separate sanitation facilities, the JADU must include an interior entrance to the primary dwelling's main living area.
6. *Parking.* No additional off-street parking is required for a JADU beyond that required at the time the existing primary dwelling was constructed. However, when an existing attached garage is converted to a JADU, any required off-street parking spaces for the primary dwelling that are eliminated as a result of the conversion shall be replaced. These replacement parking spaces may be located in any configuration on the same lot, including, but not limited to, as covered spaces, uncovered spaces, or tandem spaces.
7. *Fire Protection.* For purposes of any fire or life protection ordinance or regulation, a JADU shall not be considered a separate new dwelling unit.
8. *Utility Service.* For purposes of providing service for water, sewer, or power, including a connection fee, a JADU shall not be considered a separate or new dwelling unit.
9. *Deed Restriction.* Prior to the issuance of a building permit for a JADU, the owner shall record a deed restriction against the title of the property in the County Recorder's office with a copy filed with the Director. The deed restriction shall run with the land and shall bind all future owners, heirs, successors, or assigns. The form of the deed restriction shall be provided by the City and shall provide that:
 - (a) The property shall include no more than one JADU.
 - (b) The JADU may not be sold, mortgaged, transferred separately from the primary residence; this deed restriction may be enforced against future purchasers.

- (c) The owner of the property shall occupy either the primary residence or the JADU as his or her domicile. In the event owner occupancy of the property ceases, the JADU shall not be used as a separate dwelling unit, and shall not be separately rented or leased for any purpose.
- (d) The JADU may be rented, but may not be rented on a short-term basis of less than 30 consecutive days.
- (e) A restriction on the size and attributes of the junior accessory dwelling unit that conforms with this Section.

The deed restriction may not be modified or terminated without the prior written consent of the Director.

G. Other Requirements.

1. *No Separate Conveyance.* Except as otherwise provided in Government Code section 65852.26 or by other applicable law, an ADU or JADU may be rented separate from the primary residence, but may not be sold or otherwise conveyed separate from the primary residence, and a lot shall not be subdivided in any manner which would authorize such separate sale or ownership.
2. *No Short-Term Rental Permitted.* An ADU or JADU that is rented shall be rented for a term that is longer than thirty (30) days. Short-term rental (i.e., 30 days or less) of an ADU or a JADU is prohibited.
3. *Owner Occupancy Requirements.*
 - (a) ADUs. Owner occupancy of either the primary dwelling or ADU is not required.
 - (b) JADUs. The property owner of the lot upon which a JADU is located must occupy either the JADU or the primary residence as his or her domicile.

H. Permit Application and Review Procedures.

1. *Building Permit Required.* A building permit is required prior to construction of an ADU or JADU. Except as otherwise provided in this Section or by State law, all building, fire, and related code requirements applicable to habitable dwellings apply to ADUs and JADUs. However, fire sprinklers shall not be required if they are not required for the primary dwelling.
2. *Application.* Prior to the issuance of a building permit for an ADU or JADU, the applicant shall submit an application on a form prepared by the City, along with all information and materials proscribed by such form. No application shall be accepted unless it is completed as prescribed and is accompanied by payment for all applicable fees.

3. *Review.* The Director shall consider and approve or deny a complete application for an ADU or JADU ministerially without discretionary review or public hearing within the time prescribed by law. Review is limited to whether the proposed ADU or JADU complies with the requirements of this Section. If an applicant requests a delay, the time period for the City to review of an application shall be tolled for the period of the requested delay. If the application to create an ADU or a JADU unit is submitted with an application to create a new single-family dwelling on the lot, the Director may delay acting on the application for the ADU or the JADU until the City acts on the application to create the new single-family dwelling, but the application to create the ADU or JADU will still be considered ministerially without discretionary review or a hearing.
4. *Zoning Conformity.* The City shall not require, as a condition of approval of a permit application for the creation of an ADU or JADU, the correction of nonconforming zoning conditions.
5. *Demolition Permits.* A demolition permit for a detached garage that is to be replaced with an ADU shall be reviewed with the application for the ADU and issued at the same time.
6. *Conformity with State Law.* The City shall not apply any requirement or development standard provided for in this Section to an ADU or a JADU to the extent prohibited by any provision of State law, including, but not limited to, subdivision (e)(1) of Government Code section 65852.2.

I. Utilities

1. **ADUs.** Unless otherwise mandated by applicable law or the utility provider or determined by the City's Public Works Director to be necessary, an ADU may be served by the same water, sewer, and other utility connections serving the primary dwelling on the property, and the installation of a new or separate utility connection directly between an ADU and a utility is not required. However, separate utility connections and meters for ADUs may be installed at the property owner's option, when permitted by the utility provider, and subject to the payment of all applicable fees.
2. **JADUs.** A JADU shall be served by the same water, sewer, and other utility connections serving the primary single-family dwelling in which it is located, and no separate utility meters shall be permitted for a JADU.

J. Fees.

1. No impact fee is required for an ADU measuring less than 750 square feet. Any impact fees charged for an ADU of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling.
2. Construction of an ADU is subject to any applicable fee adopted under the California Government Code, Title 7, Division 1, Chapter 5 (commencing with § 66000) and Chapter 7 (commencing with § 66012).
3. For purposes of this Subsection, "impact fee" does not include any planning application fee, plan check fee, or building permit fee.

SECTION 4. 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 5. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this ____th day of _____, 2023.

Tanya Doby, Mayor

ATTEST:

Windmera Quintanar, CMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, CMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Ordinance No. 2023-02 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 21st day of February, 2023 and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the ___th day of _____, 2023, by the following roll-call vote, to wit:

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