

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

CITY COUNCIL AGENDA
REGULAR MEETING

Monday, July 17, 2023 – 6:00 PM

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.

Agenda-related documents provided to a majority of the City Council after distribution of the City Council agenda packet (GC §54957.5) will be made available for public inspection at the meeting. Such documents will also be available at the City Clerk's office, 3191 Katella Ave., Los Alamitos, CA 90720.

In compliance with the Americans with Disabilities Act, Assistive Listening headphones are available and can be checked out from the City Clerk. If you need special assistance to participate in this meeting, please contact the City Clerk at (562) 431-3538, ext. 220. Notification at least 42 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102.35.104 ADA Title II]. Language translation services are available for this meeting by calling the City Clerk's Office least 42 hours in advance

If you are unable to attend this meeting in person, 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 "COUNCIL PUBLIC COMMENT". Comments received by 3:00 p.m. the day of the meeting 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. You may also view the meeting live on local cable channel 3.

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. PRESENTATIONS

- A. Presentation of a Plaque to Senator Janet Nguyen in Recognition of Being Named Legislator of the Year**
- B. Presentation of Certificates to the Women of Distinction from the State Senate, District 36**
- C. Presentation of a Certificate to Theresa Murphy, Executive Director of Precious Life Shelter in Recognition of Being Featured in the Mayor's Business Spotlight**
- D. Presentation of an Award to Clarissa Graves in Recognition of Being Named the Los Alamitos Police Department's Citizen of the Year**
- E. Presentation of an Award to Corporal DeAngelo Gossett in Recognition of Being Named the Los Alamitos Police Department's Officer of the Year**
- F. Badge Pinning Ceremony for Officer Jesse Lopez**
- G. Badge Pinning Ceremony for Corporal Daniel Kim**
- H. Badge Pinning Ceremony for Corporal DeAngelo Gossett**

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. UPDATES FROM THE MAYOR

At this time, the Mayor may report on items not specifically described on the Agenda that are of interest to the community, provided no action or discussion is taken.

8. UPDATES FROM THE CITY STAFF

At this time, City Staff 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.

9. WARRANTS

A. Warrants (Finance)

The attached Warrant Register contains checks and electronic funds transfers for the period from June 1, 2023 to June 30, 2023.

Recommendation: Ratify the Warrants for the period June 1, 2023 to June 30, 2023 in the amount of \$1,550,347.65.

Roll Call

Mayor Doby

Mayor Pro Tem Nefulda

Council Member Hasselbrink
Council Member Hibard
Council Member Murphy

10. **CONSENT CALENDAR**

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

A. Approval of Minutes (Administration)

Approve the City Council Regular Minutes of June 20, 2023.

B. Award of Janitorial Services Agreement to Base Hill Inc., for Janitorial Services at City Facilities (Development Services)

On May 22, 2023, staff received and reviewed bids to the City's Request for Proposals (RFP) 2023-02 for janitorial services for specified City facilities including City Hall 1, City Hall 2, the Council Chamber, the Public Works Garage, the Public Works break room, Community Center, Youth Center, and the Preschool Building. This item seeks award to Base Hill, Inc., in accordance with the fee schedule noted herein.

Recommendation:

1. Award the bid for RFP 2023-02; and,
2. Authorize the Mayor to execute the Janitorial Services Agreement with Base Hill, Inc. for janitorial services in an amount not to exceed \$69,719.88 annually, for an initial term of two (2) years.

C. Designation of Voting Delegate and Alternate for the League of California Cities' 2023 Annual Conference & Expo (Administration)

The League of California Cities Annual Conference & Expo will be held in Sacramento, California from September 20-22, 2023. The League is requesting City Council designation of a Voting Delegate to the Annual Business Meeting. This item is for Council designation of a Voting Delegate and Alternate.

Recommendation:

1. Appoint Mayor Tanya Doby to serve as the City's Voting Delegate for the League of California Cities 2023 Annual Business Meeting; and,
2. Appoint a Mayor Pro Tem Jordan Nefulda to serve as the City's Alternate Voting Delegate in the event of the Voting Delegate's absence.

11. **PUBLIC HEARING**

A. Annual Appropriations Limit for Fiscal Year 2023-24 (Finance)

Article XIII B of the California Constitution specifies the amount of allowable revenue the City of Los Alamitos can appropriate from the proceeds of taxes.

Recommendation: Adopt Resolution No. 2023-19, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA,

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APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2023-24.”

B. Study Session Item: Airport Land Use Commission’s Determination of Inconsistency related to the City’s 6th Cycle Housing Element Update and the Airport Environs Land Use Plan for Joint Forces Training Base Los Alamitos (Development Services)

On January 19, 2023, the Orange County Airport Land Use Commission (ALUC) found the City’s 6th Cycle (2021-2029) Housing Element Update to be inconsistent with the 2017 Joint Forces Training Base Los Alamitos Airport Environs Land Use Plan.

The City Council will conduct a Study Session in order to review information related to the ALUC’s finding of inconsistency. While no vote will take place at this meeting, it is important to note that should the City Council determine to override ALUC’s advisory opinion at a future meeting, it will require a four-fifths affirmative vote of the City Council.

Recommendation:

1. Receive information related to the Study Session Item; and,
2. Open the public hearing, receive public testimony, and continue the public hearing to a date certain for consideration of a resolution overruling the ALUC determination.

12. DISCUSSION ITEM

A. Pine StrEATs Grant Program (Development Services)

This item for Council’s consideration is an Economic Development driven grant program, Pine strEATs. This program is a supplementary feature to the highly anticipated citywide special event, Celebrate Los Al.

Recommendation:

1. Review the Pine strEATs Grant Program; and,
2. Authorize Staff to launch the Pine strEATs Grant Program in conjunction with the Celebrate Los Al event; and,
3. Appropriate funding in the amount of \$110,000 from the American Rescue Plan Act (ARPA) funds towards the Pine strEATs Grant Program.

13. 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.

14. 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.

A handwritten signature in blue ink, appearing to read 'Windmera Quintanar', written in a cursive style.

Windmera Quintanar, MMC, City Clerk
Dated: July 13, 2023

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: July 17, 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 June 1, 2023 to June 30, 2023.

RECOMMENDATION

Ratify the Warrants for the period June 1, 2023 to June 30, 2023 in the amount of \$1,550,347.65.

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 \$1,550,347.65 represents checks and electronic fund transfers for the period June 1, 2023 to June 30, 2023.

Attachment: 1. Warrants - July 17, 2023

CITY OF LOS ALAMITOS
A/P Warrants
JULY 17, 2023

To Ratify

Pages:

1-6	\$404,985.72	Warrant	06/14/2023
7	10,029.18	Advanced Warrant	06/15/2023
8	5,000.00	Advanced Warrant	06/19/2023
9-12	41,026.20	Cal-Card	06/21/2023
13-18	306,386.05	Warrant	06/28/2023
19	8,596.68	June Retirees	06/01/2023
20	192,750.83	Payroll	06/09/2023
21	180,277.69	Benefits & Withholdings	06/09/2023
22	254,689.57	Payroll	06/23/2023
23	146,605.73	Benefits & Withholdings	06/23/2023
Grand Total	<u>\$ 1,550,347.65</u>		

The attached Warrant Register containing checks and electronic funds transfers for the period from June 1, 2023 to June 30, 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 5th day of July, 2023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
4IMPRINT, INC.	ARPA GIVEAWAY - GMLA	AMERICAN RESCUE PL	NON - DEPARTMENTAL	960.29
			TOTAL:	960.29
ALL CITY MANAGEMENT SERVICES	CROSSING GUARDS 4/30-5/13	GENERAL FUND	TRAFFIC	5,824.36
			TOTAL:	5,824.36
AMBERWICK CORPORATION	USED OIL RECYCLE	GARAGE FUND	GARAGE	1,905.00
			TOTAL:	1,905.00
AMERICAN RENTALS	TRAILER CONCRETE (DRUM)	GENERAL FUND	STREET MAINTENANCE	356.14
			TOTAL:	356.14
ANGELUS PACIFIC L.L.C.	LARGE HANGERS PARKING PERM	GENERAL FUND	RECORDS	316.57
			TOTAL:	316.57
ARAMARK UNIFORM & CAREER APPAREL GROUP	PW CREW UNIFORM	GENERAL FUND	STREET MAINTENANCE	33.79
	PW CREW UNIFORM	GENERAL FUND	STREET MAINTENANCE	33.79
			TOTAL:	67.58
ASSOCIATION OF CALIFORNIA CITIES	2023-24 CITY MEMBERSHIP FE	GENERAL FUND	CITY COUNCIL	5,969.28
			TOTAL:	5,969.28
BAMBI RUTH STUBBE	CLAIM SETTLEMENT	SELF INSURANCE TRU	INSURANCE	28.24
			TOTAL:	28.24
BIG TOP RENTALS	GMLA - TENT RENTAL	AMERICAN RESCUE PL	NON - DEPARTMENTAL	4,998.80
			TOTAL:	4,998.80
BORDIN SEMMER, LLP	BORDIN SEMMER, LLP	SELF INSURANCE TRU	INSURANCE	3,013.50
			TOTAL:	3,013.50
CALIFORNIA POLICE CHIEFS ASSOCIATION	CPCA MEMBERSHIP GALLAUGHER	GENERAL FUND	POLICE ADMINISTRATION	155.00
	CPCA MEMBERSHIP SOUTH	GENERAL FUND	POLICE ADMINISTRATION	155.00
			TOTAL:	310.00
JHM SUPPLY, INC.	IRRIGATION SUPPLIES FOR RE	GENERAL FUND	PARK MAINTENANCE	118.90
	PARK MNTC SUPPLIES	GENERAL FUND	PARK MAINTENANCE	274.08
			TOTAL:	392.98
CITY OF LONG BEACH	2ND QTR SVCS 10/22-12/22	GENERAL FUND	FINANCE	21,158.00
			TOTAL:	21,158.00
COUNTY OF ORANGE TREASURER-TAX	PARKING VIOLATIONS APR23	GENERAL FUND	NON-DEPARTMENTAL	1,507.00
	PARKING VIOLATIONS FEB23	GENERAL FUND	NON-DEPARTMENTAL	1,892.00
	PARKING VIOLATIONS JAN23	GENERAL FUND	NON-DEPARTMENTAL	2,664.00
	PARKING VIOLATIONS MAR23	GENERAL FUND	NON-DEPARTMENTAL	1,985.00
			TOTAL:	8,048.00
L.N. CURTIS AND SONS	UNIFORMS CAPTAIN GALLAUGHE	GENERAL FUND	POLICE ADMINISTRATION	1,943.05
			TOTAL:	1,943.05
DATA TICKET, INC.	MAY 2023 CITATIONS	GENERAL FUND	TRAFFIC	625.82
			TOTAL:	625.82
DELL MARKETING L.P.		TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	9,281.33
	DELL COMPUTER EQUIPMENT	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	14,754.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	24,035.33
EUGENIO GONZALEZ	GILDAN T'S ADULT SHIRTS	GENERAL FUND	COMMUNITY DEVEL ADMIN	2,714.86
			TOTAL:	2,714.86
INTEGRITY NEWSPAPER INC.	PH BUDGET ADOPTION	GENERAL FUND	CITY COUNCIL	140.00
			TOTAL:	140.00
FACILITRON INC	ADULT SOCCER WINTER/SUMMER	GENERAL FUND	SPORTS	8,536.49
	YOUTH BASKETBALL LEE ELEM	GENERAL FUND	SPORTS	175.71
	YOUTH TRACK AND FIELD USE	GENERAL FUND	SPORTS	500.04
	YOUTH BASKETBALL MCAULIFFE	GENERAL FUND	SPORTS	175.71
	YOUTH BASKETBALL LOS ALAMI	GENERAL FUND	SPORTS	175.71
			TOTAL:	9,563.66
GALLS / QUARTERMASTER	UNIFORMS FOR ORTIZ	GENERAL FUND	RECORDS	89.30
			TOTAL:	89.30
GEORGE HILLS COMPANY, INC.	ADMIN & CLAIMS FEES MAY 20	GENERAL FUND	NON-DEPARTMENTAL	1,250.00
			TOTAL:	1,250.00
GM PLUMBING CORPORATION	PLUMBING FOR CC	GENERAL FUND	BUILDING MAINTENANCE	4,318.58
	PLUMBING WORK PW	GENERAL FUND	BUILDING MAINTENANCE	1,256.31
	PLUMBING WORK PD	GENERAL FUND	BUILDING MAINTENANCE	827.24
			TOTAL:	6,402.13
GOLDEN STATE WATER COMPANY	4320 FARQUHAR	GENERAL FUND	STREET MAINTENANCE	88.90
	4772 KATELLA	GENERAL FUND	STREET MAINTENANCE	113.78
	4820 KATELLA	GENERAL FUND	STREET MAINTENANCE	16.96
	10703 LOS ALAMITOS	GENERAL FUND	STREET MAINTENANCE	95.81
	11175 LOS ALAMITOS	GENERAL FUND	STREET MAINTENANCE	8.48
	11442 LOS ALAMITOS	GENERAL FUND	STREET MAINTENANCE	4.24
	11642 LOS ALAMITOS	GENERAL FUND	STREET MAINTENANCE	9.52
	11752 LOS ALAMITOS	GENERAL FUND	STREET MAINTENANCE	360.29
	10786 REAGAN	GENERAL FUND	STREET MAINTENANCE	4.23
	3461 ROSSMOOR WAY	GENERAL FUND	STREET MAINTENANCE	18.89
	3701 TOLAND	GENERAL FUND	PARK MAINTENANCE	59.17
	10750 BLOOMFIELD	GENERAL FUND	PARK MAINTENANCE	1,826.25
	10911 OAK	GENERAL FUND	BUILDING MAINTENANCE	408.12
			TOTAL:	3,014.64
HIRSCH & ASSOCIATES, INC.	STERNS PARK PROJECT	GENERAL FUND	CAPITAL PROJECTS	5,990.00
			TOTAL:	5,990.00
JOHNATHAN KROK	KROK TUITION REIMBURSEMENT	GENERAL FUND	PATROL	3,000.00
			TOTAL:	3,000.00
KARCHER ENVIRONMENTAL INC.	REMOVAL OF HAZARDOUS	BUILDING IMPROVEME	CAPITAL PROJECTS	30,965.00
	REMOVAL OF FURNITURE	BUILDING IMPROVEME	CAPITAL PROJECTS	7,800.00
			TOTAL:	38,765.00
KESTER CORPORATION	PARK MNTC - SEED TURF	GENERAL FUND	PARK MAINTENANCE	111.88
	GENERATOR MNTC	GENERAL FUND	PARK MAINTENANCE	58.36
			TOTAL:	170.24
KONICA MINOLTA BUSINESS SOLUTIONS	COPIER LEASE ADMIN SVCS	GENERAL FUND	FINANCE	189.74

VENDOR SORT KEY		DESCRIPTION	FUND	DEPARTMENT	AMOUNT
TOTAL:					189.74
KONICA MINOLTA PREMIER		COPIER LEASE-ADMIN FRONT O	GENERAL FUND	FINANCE	576.46
		COPIER LEASE-FINANCE	GENERAL FUND	FINANCE	472.00
TOTAL:					1,048.46
JOSE MARTINEZ DBA LA HERRADURA MOBIL D		CAR WASH FOR PD	GARAGE FUND	GARAGE	405.00
		CAR WASH FOR CODE ENFORCEM	GARAGE FUND	GARAGE	90.00
		CAR WASH FOR PW	GARAGE FUND	GARAGE	45.00
		CAR WASH FOR DS	GARAGE FUND	GARAGE	45.00
TOTAL:					585.00
THOMAS LASSER		EMCEE FOR 3RD OF JULY 2023	GENERAL FUND	SPECIAL EVENTS	300.00
TOTAL:					300.00
LONG BEACH SOCCER REFEREE ASSOCIATION		ADULT SOCCER REF WINTER 20	GENERAL FUND	SPORTS	933.00
TOTAL:					933.00
MISC. VENDOR	MICHAEL CLABORN	TRAVEL EXPENSES - WASHINTO	GENERAL FUND	POLICE ADMINISTRATION	555.75
	MICHAEL CLABORN	REIMBURSEMENT CAL-CARD	GENERAL FUND	POLICE ADMINISTRATION	221.49
	KEVIN STEINHAUSER	KEVIN STEINHAUSER:REFUND	GENERAL FUND	PATROL	1,620.00
	IRVING MONTENEGRO JR	TUITION REIMBURSEMENT	GENERAL FUND	COMMUNITY DEVEL ADMIN	2,082.00
TOTAL:					4,479.24
MV CHENG ASSOCIATES, INC.		ACCOUNTING SVCS-MAY 2023	GENERAL FUND	ADMINISTRATION	3,240.00
		ACCOUNTING SVCS-MAY 2023	GENERAL FUND	FINANCE	6,032.50
TOTAL:					9,272.50
NORM'S AUTOMOTIVE CENTER, INC.		2022 TOYOTA TACOMA MNTC	GARAGE FUND	GARAGE	54.95
		2021 DODGE DURANGO MNTC	GARAGE FUND	GARAGE	645.94
TOTAL:					700.89
NORTH STAR LAND CARE		JULY 2022 LANDSCAPE MNTC	GENERAL FUND	PARK MAINTENANCE	7,079.66
TOTAL:					7,079.66
OCTA		TRAFFIC SYNCHRONIZATION	MEASURE M	CAPITAL PROJECTS	100,000.00
TOTAL:					100,000.00
ORIGINAL WATERMEN, INC.		AQUATICS UNIFORMS	GENERAL FUND	AQUATICS	153.47
TOTAL:					153.47
PAPER RECYCLING SPECIALISTS		SHREDDING SVCS 5/22/23	GENERAL FUND	FINANCE	92.00
TOTAL:					92.00
PENINSULA SEPTIC SERVICE, INC.		PUMP SEPTIC TANK COTTONWOOD	GENERAL FUND	STREET MAINTENANCE	580.00
TOTAL:					580.00
PINNACLE HEALTHCARE MEDICAL GROUP		PRE-EMPLOYMENT-PINTO	GENERAL FUND	NON-DEPARTMENTAL	50.00
		PRE-EMPLOYMENT-HAYGOOD, SEM	GENERAL FUND	NON-DEPARTMENTAL	140.00
		PRE-EMPLOYMENT-BARBER, GOMB	GENERAL FUND	NON-DEPARTMENTAL	140.00
		PRE-EMPLOYMENT-GOSSETT	GENERAL FUND	NON-DEPARTMENTAL	50.00
		PRE-EMPLOYMENT-DIMICELI	GENERAL FUND	NON-DEPARTMENTAL	70.00
TOTAL:					450.00
PRINTMASTERS		VIP'S TRI-FOLD	GENERAL FUND	COMMUNITY OUTREACH	71.01
		AQUATICS SIGNAGE	GENERAL FUND	AQUATICS	442.46

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	43.70
	SUMMER DAY CAMP SIGNAGE	GENERAL FUND	DAY CAMP	65.55
	3RD OF JULY SIGNAGE	GENERAL FUND	SPECIAL EVENTS	529.86
			TOTAL:	1,152.58
SUSAN SAXE-CLIFFORD, PH.D.	PSYCHOLOGICAL EVALUATION L	GENERAL FUND	NON-DEPARTMENTAL	450.00
			TOTAL:	450.00
SC FUELS	GASOLINE BARRELS IN YARD	GARAGE FUND	GARAGE	1,318.96
	GASOLINE BARRELS IN YARD	GARAGE FUND	GARAGE	2,140.60
	GASOLINE BARRELS IN YARD	GARAGE FUND	GARAGE	1,252.52
			TOTAL:	4,712.08
SCI CONSULTING GROUP	QUIMBY LAND DEDICATION	GENERAL FUND	PLANNING	13,999.00
			TOTAL:	13,999.00
MCLEAN ENTERPRISES, INC.	SLOW DOWN SIGNS	GENERAL FUND	STREET MAINTENANCE	198.03
	PLANNING POSTERS GMLA	AMERICAN RESCUE PL	NON - DEPARTMENTAL	361.40
	POSTERS GMLA	AMERICAN RESCUE PL	NON - DEPARTMENTAL	429.22
			TOTAL:	988.65
SITEONE LANDSCAPE SUPPLY HOLDING, LLC	BLENDED SOIL-PARK MNTC	GENERAL FUND	PARK MAINTENANCE	59.46
			TOTAL:	59.46
SOCAL AUTO & TRUCK PARTS INC.	REC VEHICLE-AUTO PARTS	GARAGE FUND	GARAGE	378.37
			TOTAL:	378.37
SPARKLETT'S DRINKING WATER	SPARKLETT'S DRINKING WATER	GENERAL FUND	BUILDING MAINTENANCE	54.16
			TOTAL:	54.16
TACO SURF CANTINA INC	3RD OF JULY STAFF FOOD	GENERAL FUND	SPECIAL EVENTS	983.25
			TOTAL:	983.25
NANCY K. BOHL INCORPORATED	CONTRACT SVCS MAY 2023	GENERAL FUND	POLICE ADMINISTRATION	1,100.00
			TOTAL:	1,100.00
THE WALKING MAN INC	PARKLET DOORHANGERS	AMERICAN RESCUE PL	NON - DEPARTMENTAL	775.00
	GMLA DOORHANGERS	AMERICAN RESCUE PL	NON - DEPARTMENTAL	775.00
			TOTAL:	1,550.00
TIME WARNER CABLE	FIBER INTERNET MAY 2023	GENERAL FUND	ADMINISTRATION	1,734.00
			TOTAL:	1,734.00
TRACY MILLER CONSULTING, INC.	COMM CONSULT SVCS MAY23	GENERAL FUND	ADMINISTRATION	4,900.00
			TOTAL:	4,900.00
TRAXX CONSTRUCTION INC	BALL DIAMOND MNTC LAUREL	GENERAL FUND	PARK MAINTENANCE	20,800.00
			TOTAL:	20,800.00
TYLER TECHNOLOGIES	ACCTING SYSTEM MNTC	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE		23,284.74
	CENTRAL CASH COLLECTION	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE		1,765.46
	ANNUAL FEES POSITIVE PAY	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE		2,707.40
	SUPPORT SVCS	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE		1,152.95
	ACUCORP ACUSERVER	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE		2,346.23
			TOTAL:	31,256.78

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
UNITED STORM WATER INC	RETENTION	GENERAL FUND	NON-DEPARTMENTAL	4,129.92
			TOTAL:	4,129.92
VERIZON WIRELESS	CHIEFS EQPMNT CHARGE 5/11-	GENERAL FUND	POLICE ADMINISTRATION	1,681.54
	MDC 1-8 5/11-6/10	GENERAL FUND	PATROL	306.08
	PD JETPACK 1 & 2 5/11-6/10	GENERAL FUND	PATROL	76.02
	20 OFFICER MO CELL 5/11-6/	GENERAL FUND	PATROL	832.80
	MOBILE ID READERS 5/11-6/	GENERAL FUND	PATROL	124.17
	2 POLICE 4GLTE SIM 5/11-6/	GENERAL FUND	PATROL	90.04
	3 DETECTIVE BUREAU MO5/11-	GENERAL FUND	INVESTIGATION	124.17
	CLO MO CHARGE 5/11-6/10	GENERAL FUND	COMMUNITY OUTREACH	41.39
	EOC2	GENERAL FUND	EMERGENCY PREPAREDNESS	41.39
	EOC3	GENERAL FUND	EMERGENCY PREPAREDNESS	41.39
	EOC1	GENERAL FUND	EMERGENCY PREPAREDNESS	41.39
	EOC4	GENERAL FUND	EMERGENCY PREPAREDNESS	41.39
	2 CITY NODA 5/11-6/10	GENERAL FUND	COMMUNITY DEVEL ADMIN	103.00
	RENE CARMODY	GENERAL FUND	COMMUNITY DEVEL ADMIN	41.39
	ANTHONY ROSE	GENERAL FUND	COMMUNITY DEVEL ADMIN	45.02
	ANTHONY ROSE	GENERAL FUND	COMMUNITY DEVEL ADMIN	45.02
	ANTHONY ROSE	GENERAL FUND	COMMUNITY DEVEL ADMIN	45.02
	ANTHONY ROSE	GENERAL FUND	COMMUNITY DEVEL ADMIN	45.02
	NEW IPAD	GENERAL FUND	COMMUNITY DEVEL ADMIN	45.02
	RON NODA	GENERAL FUND	COMMUNITY DEVEL ADMIN	40.01
	RILEY HILL	GENERAL FUND	NEIGHBORHOOD PRESERVAT	41.39
	CODE ENFORCEMENT IPAD AIR	GENERAL FUND	NEIGHBORHOOD PRESERVAT	40.01
	PW EMPLOYEE 1	GENERAL FUND	STREET MAINTENANCE	41.39
	PW EMPLOYEE 2	GENERAL FUND	STREET MAINTENANCE	41.39
	JOSE MENDOZA	GENERAL FUND	STREET MAINTENANCE	41.39
	ANTHONY VAZQUEZ	GENERAL FUND	STREET MAINTENANCE	41.39
	VICTOR DE LA TORRE	GENERAL FUND	STREET MAINTENANCE	41.39
	MIGUEL DE LA TORRE	GENERAL FUND	STREET MAINTENANCE	41.39
	DANNY BARNETT	GENERAL FUND	STREET MAINTENANCE	41.39
	CHRIS DEATON	GENERAL FUND	STREET MAINTENANCE	41.39
			TOTAL:	4,263.79
WAXIE'S ENTERPRISES INC.	BLDG MNTC - KLEENLINE GEN	GENERAL FUND	BUILDING MAINTENANCE	2,943.77
			TOTAL:	2,943.77
WEST COAST ARBORISTS, INC.	22-23 REMOVAL/REPLACEMENT	GENERAL FUND	PARK MAINTENANCE	1,508.00
			TOTAL:	1,508.00
WOODRUFF & SMART, APC	GENERAL ADVISORY APR23	GENERAL FUND	CITY ATTORNEY	16,096.00
	LITIGATION SVCS APR23	GENERAL FUND	CITY ATTORNEY	11,256.79
	PROSECUTOR SVCS APR23	GENERAL FUND	CITY ATTORNEY	3,581.40
			TOTAL:	30,934.19
JONATHAN KIM	CLAIM SETTLEMENT	SELF INSURANCE TRU INSURANCE		170.99
			TOTAL:	170.99

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
===== FUND TOTALS =====				
10	GENERAL FUND	191,134.83		
25	BUILDING IMPROVEMENT	38,765.00		
26	MEASURE M	100,000.00		
50	GARAGE FUND	8,281.34		
53	TECHNOLOGY REPLACEMENT	55,292.11		
54	SELF INSURANCE TRUST	3,212.73		
56	AMERICAN RESCUE PLAN ACT	8,299.71		

	GRAND TOTAL:	404,985.72		

ADVANCED WARRANT 06/15/2023

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
STANFORD SOUND AND STAGE	STAGE AND TRUSS RENTAL 6/1	GENERAL FUND	SPECIAL EVENTS	1,671.53
	STAGE AND TRUSS RENTAL 6/2	GENERAL FUND	SPECIAL EVENTS	1,671.53
	STAGE AND TRUSS RENTAL 6/2	GENERAL FUND	SPECIAL EVENTS	1,671.53
	STAGE AND TRUSS RENTAL 7/1	GENERAL FUND	SPECIAL EVENTS	1,671.53
	STAGE AND TRUSS RENTAL 7/2	GENERAL FUND	SPECIAL EVENTS	1,671.53
	STAGE AND TRUSS RENTAL 8/1	GENERAL FUND	SPECIAL EVENTS	1,671.53
			TOTAL:	10,029.18

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

10	GENERAL FUND	10,029.18

	GRAND TOTAL:	10,029.18

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MISC. VENDOR	LOS ALAMITOS RACE COUR	LOS ALAMITOS RACE COURSE:P GENERAL FUND	LOS ALAMITOS TV	5,000.00
			TOTAL:	5,000.00

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

10	GENERAL FUND	5,000.00
GRAND TOTAL:		5,000.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
U.S. BANK	DINE & DOUGH SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	68.73
	DINE & DOUGH SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	38.05
	DINE & DOUGH SANTA FE IMPO	GENERAL FUND	NON-DEPARTMENTAL	189.11
	DINE & DOUGH HOUSE 4/24	GENERAL FUND	NON-DEPARTMENTAL	212.27
	SENIOR PROM FOOD	GENERAL FUND	NON-DEPARTMENTAL	476.80
	SENIOR PROM PLATES	GENERAL FUND	NON-DEPARTMENTAL	16.73
	DINE & DOUGH HOUSE	GENERAL FUND	NON-DEPARTMENTAL	12.08
	DINE & DOUGH HOUSE	GENERAL FUND	NON-DEPARTMENTAL	151.31
	SENIOR PROM	GENERAL FUND	NON-DEPARTMENTAL	32.76
	SENIOR PROM	GENERAL FUND	NON-DEPARTMENTAL	33.84
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	43.22
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	247.52
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	94.45
	SENIOR PROM	GENERAL FUND	NON-DEPARTMENTAL	29.99
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	57.33
	SENIOR PROM	GENERAL FUND	NON-DEPARTMENTAL	99.50
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	211.90
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	110.00
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	149.00
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	24.06
	IPAD CASES	GENERAL FUND	NON-DEPARTMENTAL	371.00
	DINE & DOUGH SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	328.71
	DINE & DOUGH SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	21.16
	SWAG ITEMS	GENERAL FUND	CITY COUNCIL	1,113.06
	A TASTE OF PRECIOUS LIFE-T	GENERAL FUND	CITY COUNCIL	66.95
	OC REGISTER DIGITAL SUBSCR	GENERAL FUND	CITY COUNCIL	9.00
	A TASTE OF PRECIOUS LIFE-H	GENERAL FUND	CITY COUNCIL	66.95
	A TASTE OF PRECIOUS LIFE-H	GENERAL FUND	CITY COUNCIL	66.95
	ART APPETIZER TICKES REGIS	GENERAL FUND	CITY COUNCIL	40.00
	CASA YOUTH SHELTERB REGIST	GENERAL FUND	CITY COUNCIL	1,210.00
	TABLE CLOTH CLEANING	GENERAL FUND	CITY COUNCIL	10.00
	STOCK UP ON COUNCIL DRINKS	GENERAL FUND	CITY COUNCIL	22.19
	COUNCIL MEETING MEAL 5/15/	GENERAL FUND	CITY COUNCIL	137.15
	WOMEN'S PHILANTHROPY FUND	GENERAL FUND	CITY COUNCIL	300.00
	PLAQUES TO MAJOR OFFICERS	GENERAL FUND	CITY COUNCIL	85.50
	MON. SUB ILLUSTRATOR & ACR	GENERAL FUND	ADMINISTRATION	52.98
	MONTH SUB OC REGISTER CONT	GENERAL FUND	ADMINISTRATION	26.00
	EMPLOYEE WELLNESS STICKERS	GENERAL FUND	ADMINISTRATION	109.25
	COSTCO ANNUEL MEMBERSHIP	GENERAL FUND	ADMINISTRATION	120.00
	EMPLOYEE WELLNESS STRESS B	GENERAL FUND	ADMINISTRATION	126.29
	STAFF MEETING BREAKFAST	GENERAL FUND	ADMINISTRATION	43.69
	EMPLOYEE WELLNESS HOT/COLD	GENERAL FUND	ADMINISTRATION	212.70
	PATHWAYS FOR WOMEN CONF 20	GENERAL FUND	ADMINISTRATION	199.00
	SUPPLIES	GENERAL FUND	ADMINISTRATION	53.71
	SUPPLIES	GENERAL FUND	ADMINISTRATION	137.54
	DEPUTY CITY CLERK JOB POST	GENERAL FUND	ADMINISTRATION	200.00
	IIMC ANNUAL DUES (QUINTANA	GENERAL FUND	ADMINISTRATION	185.00
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	28.38
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	17.92
	AUTHORIZE.NET	GENERAL FUND	FINANCE	10.00
	GFOA GUIDE	GENERAL FUND	FINANCE	78.63
	HOTEL WASHINGTON DC	GENERAL FUND	POLICE ADMINISTRATION	472.41
	EMPLOYEE PLAQUE	GENERAL FUND	POLICE ADMINISTRATION	139.00
	AIRFARE WASHINGTON DC	GENERAL FUND	POLICE ADMINISTRATION	557.80
	PD MUGS	GENERAL FUND	POLICE ADMINISTRATION	23.68
	PD MUGS	GENERAL FUND	POLICE ADMINISTRATION	31.23

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	123.31
	SUPPLIES COUNCIL RECEPTION	GENERAL FUND	POLICE ADMINISTRATION	43.94
	LUNCH MEETING	GENERAL FUND	POLICE ADMINISTRATION	98.20
	CANCELLATION FEE CONF HOTE	GENERAL FUND	POLICE ADMINISTRATION	186.86
	PELTON SUBSCRIPTION	GENERAL FUND	POLICE ADMINISTRATION	44.00
	AMMO	GENERAL FUND	PATROL	708.42
	OFFICE SUPPLIES	GENERAL FUND	PATROL	36.56
	OFFICE SUPPLIES	GENERAL FUND	PATROL	91.74
	USPS CERTIFIED MAIL	GENERAL FUND	INVESTIGATION	17.60
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	60.38
	MONTHLY SUBSCRIPTION MSFT	GENERAL FUND	RECORDS	8.70
	SPECIAL OLYMPICS LETR SHIR	GENERAL FUND	COMMUNITY OUTREACH	850.00
	OFFICE SUPPLIES	GENERAL FUND	TRAFFIC	92.23
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	46.94
	NEW CELLPHONE PROTECTORS	GENERAL FUND	COMMUNITY DEVEL ADMIN	38.90
	SENIOR PROM RAFFLE	GENERAL FUND	COMMUNITY DEVEL ADMIN	80.26
	SENIOR PROM RAFFLE	GENERAL FUND	COMMUNITY DEVEL ADMIN	111.41
	SENIOR PROM RAFFLE	GENERAL FUND	COMMUNITY DEVEL ADMIN	111.41-
	YOUTUBE TV APRIL 2023	GENERAL FUND	COMMUNITY DEVEL ADMIN	72.99
	FILE CABINET PUBLIC WORKS	GENERAL FUND	COMMUNITY DEVEL ADMIN	733.26
	DESKS FOR CITY HALL	GENERAL FUND	COMMUNITY DEVEL ADMIN	688.16
	SUPPLIES FOR COMMDEV	GENERAL FUND	COMMUNITY DEVEL ADMIN	94.66
	COFFEE PODS PUBLIC WORKS	GENERAL FUND	COMMUNITY DEVEL ADMIN	39.99
	WHEELCHAIR ACCESS MATS	GENERAL FUND	COMMUNITY DEVEL ADMIN	820.00
	PANEL LUNCHEON	GENERAL FUND	COMMUNITY DEVEL ADMIN	67.68
	ARBOR DAY SUPPLIED REFUND	GENERAL FUND	COMMUNITY DEVEL ADMIN	15.14-
	ARBOR DAY TREE GIVEAWAY	GENERAL FUND	COMMUNITY DEVEL ADMIN	36.99
	CEAOC TRAINING LUNCHEON	GENERAL FUND	COMMUNITY DEVEL ADMIN	150.00
	PHONE HOLSTER &KEYBOARD	GENERAL FUND	COMMUNITY DEVEL ADMIN	44.23
	INK PW PRINTER & TAPE COMM	GENERAL FUND	COMMUNITY DEVEL ADMIN	227.15
	PW SNACKS/DRINKS MAY 2023	GENERAL FUND	COMMUNITY DEVEL ADMIN	242.54
	COMM DEV SNACKS/DRINKS MAY	GENERAL FUND	COMMUNITY DEVEL ADMIN	232.28
	SUPLIES	GENERAL FUND	PLANNING	19.99
	SHOR TERM RENTAL SURVEY	GENERAL FUND	PLANNING	99.00
	SHORT TERM RENTAL SURVEY	GENERAL FUND	PLANNING	369.00
	STOP LIGHTS BARRICADE #694	GENERAL FUND	STREET MAINTENANCE	194.75
	SUPPLIES	GENERAL FUND	STREET MAINTENANCE	104.87
	SUPPLIES	GENERAL FUND	STREET MAINTENANCE	83.01
	IPHONE CASES	GENERAL FUND	STREET MAINTENANCE	269.84
	DRINKING FOUNTAIN PART LAU	GENERAL FUND	PARK MAINTENANCE	112.95
	PD BASE BOARD	GENERAL FUND	BUILDING MAINTENANCE	196.43
	CHANGE ORDER PD FLOORING	GENERAL FUND	BUILDING MAINTENANCE	780.00
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	62.27
	DIRECT TV EOC	GENERAL FUND	RECREATION ADMINISTRAT	60.99
	CPRS BANQUET	GENERAL FUND	RECREATION ADMINISTRAT	1,368.18
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	335.22
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	246.32
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	46.33
	AQUATICS SAFETY TRAINING	GENERAL FUND	RECREATION ADMINISTRAT	240.00
	CPRS BROCHURE EXCHANGE REG	GENERAL FUND	RECREATION ADMINISTRAT	15.00
	WATER SAFETY TRAINING	GENERAL FUND	RECREATION ADMINISTRAT	240.00
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	24.68
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	46.74
	AQUATICS SAFETY TRAINING	GENERAL FUND	RECREATION ADMINISTRAT	240.00
	AQUATICS SAFETY TRAINING	GENERAL FUND	RECREATION ADMINISTRAT	240.00
	AQUATICS SAFETY TRAINING	GENERAL FUND	RECREATION ADMINISTRAT	240.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	STAFF CARDS	GENERAL FUND	RECREATION ADMINISTRAT	9.05
	FENCE CUPS AT LAUREL PARK	GENERAL FUND	RECREATION ADMINISTRAT	396.00
	TRAVEL & ENTERTAINING	GENERAL FUND	RECREATION ADMINISTRAT	64.63
	APPLE STORAGE	GENERAL FUND	RECREATION ADMINISTRAT	9.99
	APPLE VIDEO MAKER	GENERAL FUND	RECREATION ADMINISTRAT	89.99
	A TASTE OF PRECIOUS LIFE	GENERAL FUND	RECREATION ADMINISTRAT	66.95
	CHAMBER BREAKFAST	GENERAL FUND	RECREATION ADMINISTRAT	25.00
	TRAVEL & TRAINING	GENERAL FUND	RECREATION ADMINISTRAT	88.82
	TRAVEL & TRAINING	GENERAL FUND	RECREATION ADMINISTRAT	352.18
	AQUATICS PROGRAM SUPPLIES	GENERAL FUND	AQUATICS	159.85
	AQUATICS PROGRAM SUPPLIES	GENERAL FUND	AQUATICS	70.90
	AQUATICS PROGRAM SUPPLIES	GENERAL FUND	AQUATICS	96.26
	AQUATICS PROGRAM SUPPLIES	GENERAL FUND	AQUATICS	1,038.87
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	489.78
	SUMMER DAY CAMP EXCURSION	GENERAL FUND	DAY CAMP	320.00
	SUMMER DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	6.99
	SUMMER DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	91.55
	SUMMER DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	460.69
	SUMMER DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	20.75
	SUMMER DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	86.84
	SUMMER DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	13.54
	SUMMER DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	9.82
	PARKS EXCURSION	GENERAL FUND	PLAYGROUNDS	411.75
	PARKS EXCURSION	GENERAL FUND	PLAYGROUNDS	150.00
	YOUTH TRACK FIELD MEDALS	GENERAL FUND	SPORTS	260.74
	YOUTH BASKETBALL OAK MIDL	GENERAL FUND	SPORTS	181.86
	REPLACEMENT TABLES	GENERAL FUND	SPORTS	1,102.28
	SUMMER 2023 TEAM MGR GIFT	GENERAL FUND	SPORTS	443.56
	SUMMER 2023 TEAM SUPPLIES	GENERAL FUND	SPORTS	9.75
	SUMMER 2023 TEAM SUPPLIES	GENERAL FUND	SPORTS	13.18
	YOUTH SOCCER TROPHIES	GENERAL FUND	SPORTS	443.65
	PRESCHOOL PROGRAM	GENERAL FUND	SPECIAL CLASSES	30.58
	PRESCHOOL PROGRAM	GENERAL FUND	SPECIAL CLASSES	9.84
	PRESCHOOL PAMPHLET	GENERAL FUND	SPECIAL CLASSES	40.00
	PRESCHOOL FIELDTROP PKG	GENERAL FUND	SPECIAL CLASSES	8.00
	PRESCHOOL FIELDTROP PKG	GENERAL FUND	SPECIAL CLASSES	8.00
	PRESCHOOL PARENT APPRECIAT	GENERAL FUND	SPECIAL CLASSES	48.97
	PRESCHOOL PARENT PAMPHLET	GENERAL FUND	SPECIAL CLASSES	13.10
	PRESCHOOL YEARBOOK	GENERAL FUND	SPECIAL CLASSES	227.33
	PRESCHOOL FIRST AID	GENERAL FUND	SPECIAL CLASSES	91.93
	TEEN EXPO DRY CLEANING	GENERAL FUND	SPECIAL EVENTS	224.00
	SENIOR PROM DRY CLEANING	GENERAL FUND	SPECIAL EVENTS	192.00
	DONATION DRIVE SUPPLM PURC	GENERAL FUND	SPECIAL EVENTS	488.71
	DONATION DRIVE SUPPLM PURC	GENERAL FUND	SPECIAL EVENTS	241.32
	GMLA SUPPLIES	GENERAL FUND	SPECIAL EVENTS	57.60
	GMLA SUPPLIES	GENERAL FUND	SPECIAL EVENTS	23.15
	GMLA SUPPLIES	GENERAL FUND	SPECIAL EVENTS	91.74
	3RD OF JULY VIP AREA	GENERAL FUND	SPECIAL EVENTS	92.85
	GMLA SUPPLIES	GENERAL FUND	SPECIAL EVENTS	31.01
	3RD OF JULY VIP AREA	GENERAL FUND	SPECIAL EVENTS	163.87
	GMLA SUPPLIES	GENERAL FUND	SPECIAL EVENTS	91.35
	3RD OF JULY VIP AREA	GENERAL FUND	SPECIAL EVENTS	282.86
	3RD OF JULY VIP AREA	GENERAL FUND	SPECIAL EVENTS	26.09
	TRUCK KEYS BATTERIES	GARAGE FUND	GARAGE	5.64
	PRO ACCESS POINT	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	187.25
	ARPA PARKLET FRIDAY NIGHT	AMERICAN RESCUE PL NON -	DEPARTMENTAL	139.73

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	GMLA GIVEAWAY	AMERICAN RESCUE PL NON -	DEPARTMENTAL	202.66
	OUTREACH ROSSMOOR LIVING	AMERICAN RESCUE PL NON -	DEPARTMENTAL	825.00
	ARPA GMLA GIVEAWAY	AMERICAN RESCUE PL NON -	DEPARTMENTAL	20.76
	ARPA PARKLET FRIDAY NIGHT	AMERICAN RESCUE PL NON -	DEPARTMENTAL	592.25
	ARPA PARKLET	AMERICAN RESCUE PL NON -	DEPARTMENTAL	139.73
	ARPA PARKLET	AMERICAN RESCUE PL NON -	DEPARTMENTAL	139.73
	ARPA GMLA DECOR	AMERICAN RESCUE PL NON -	DEPARTMENTAL	136.57
	ARPA PARKLET OUTREACH	AMERICAN RESCUE PL NON -	DEPARTMENTAL	150.00
	ARPA PARKLET FRIDAY NIGHT	AMERICAN RESCUE PL NON -	DEPARTMENTAL	365.00
	GMLA OUTREACH	AMERICAN RESCUE PL NON -	DEPARTMENTAL	18.00
	GMLA OUTREACH	AMERICAN RESCUE PL NON -	DEPARTMENTAL	18.00
	ARPA GIVEAWAY	AMERICAN RESCUE PL NON -	DEPARTMENTAL	2,219.34
	ARPA GIVEAWAY	AMERICAN RESCUE PL NON -	DEPARTMENTAL	960.29
	REMAIN BAL PARKLET STAGE	AMERICAN RESCUE PL NON -	DEPARTMENTAL	1,305.46
	PARKLET LIGHTS - ARPA	AMERICAN RESCUE PL NON -	DEPARTMENTAL	219.72
	PARKLETT CONCESSIONS	AMERICAN RESCUE PL NON -	DEPARTMENTAL	170.19
	PARKLET CONCERTS BAND MEAL	AMERICAN RESCUE PL NON -	DEPARTMENTAL	108.82
	PARKLET CONCERTS BAND MEAL	AMERICAN RESCUE PL NON -	DEPARTMENTAL	19.67
	PARKLET CONCESSION	AMERICAN RESCUE PL NON -	DEPARTMENTAL	22.88
	PARKLET CONCESSION RESTOCK	AMERICAN RESCUE PL NON -	DEPARTMENTAL	147.92
	1/2 DEPOSIT PARKLET STG 12	AMERICAN RESCUE PL NON -	DEPARTMENTAL	767.26
	2 1/2 DEP PARKLET STG 1295	AMERICAN RESCUE PL NON -	DEPARTMENTAL	1,305 ⁷ 6.74 ⁶ 26
	LS AL SUPPLIED	AMERICAN RESCUE PL NON -	DEPARTMENTAL	18.11
	LS AL WATER BOTTLE	AMERICAN RESCUE PL NON -	DEPARTMENTAL	13.10
	1/2 CHRG PARKLET STG 12958	AMERICAN RESCUE PL NON -	DEPARTMENTAL	
			TOTAL:	41,026.20

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

10	GENERAL FUND	30,040.40
50	GARAGE FUND	5.64
53	TECHNOLOGY REPLACEMENT	187.25
56	AMERICAN RESCUE PLAN ACT	10,792.91

GRAND TOTAL:	41,026.20
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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT_
ADMINSURE	WORKERS COMP CLAIMS ADM 06	GENERAL FUND	NON-DEPARTMENTAL	411.82
			TOTAL:	411.82
ANIMAL PEST MANAGEMENT SERVICES	PEST CONTROL MAY 2023	GENERAL FUND	PARK MAINTENANCE	490.00
			TOTAL:	490.00
BARBARA BANNERMAN	YOGA BARBARA 04/29/23	GENERAL FUND	SPECIAL CLASSES	9.75
	YOGA WITH BARBARA	GENERAL FUND	SPECIAL CLASSES	403.00
	YOGA WITH BARBARA	GENERAL FUND	SPECIAL CLASSES	204.75
			TOTAL:	617.50
BRENT ARNOLD	BRENT ARNOLD	GENERAL FUND	INVESTIGATION	16.61
			TOTAL:	16.61
CARD INTEGRATORS CORPORATION	CITY-WIDE ID CARDS	GENERAL FUND	CITY COUNCIL	823.00
			TOTAL:	823.00
CASA YOUTH SHELTER	SAPPHIRE NIGHTS TICKETS	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,800.00
			TOTAL:	1,800.00
CINTAS CORPORATION NO. 2	FIRST AID CHECK&REFILL MAY	GENERAL FUND	BUILDING MAINTENANCE	1,534.71
			TOTAL:	1,534.71
COSTAR REALTY INFORMATION, INC.	COSTAR REALITY JUNE 2023	GENERAL FUND	ADMINISTRATION	795.00
			TOTAL:	795.00
CROSSTOWN ELECTRICAL & DATA, INC.	PREVENTIVE MAINT MAY 2023	GENERAL FUND	STREET MAINTENANCE	1,470.00
			TOTAL:	1,470.00
DARSHINI AITHAL	DRAWING AND SKETCHING	GENERAL FUND	SPECIAL CLASSES	249.60
	WATERCOLOR PAINT MONDAY	GENERAL FUND	SPECIAL CLASSES	471.25
	GENTLE YOGA	GENERAL FUND	SPECIAL CLASSES	29.90
			TOTAL:	750.75
DATA TICKET, INC.	CITATION PROCESSING APRIL	GENERAL FUND	NEIGHBORHOOD PRESERVAT	250.00
			TOTAL:	250.00
ECOFERT, INC.	LANDSCAPE MAINT PARK MAY 2	GENERAL FUND	PARK MAINTENANCE	630.00
			TOTAL:	630.00
ENTERPRISE FM TRUST	MONTHLY LEASE JUNE 2023	GARAGE FUND	GARAGE	8,872.02
			TOTAL:	8,872.02
INTEGRITY NEWSPAPER INC.	#130159 RFP 2023-02	GENERAL FUND	COMMUNITY DEVEL ADMIN	390.00
	SHORT TERM RENTAL 06/21-06	GENERAL FUND	PLANNING	600.00
			TOTAL:	990.00
EWING	LANDSCAPE SUPPLIES	GENERAL FUND	PARK MAINTENANCE	633.68
			TOTAL:	633.68
CARRI FOX	LINE DANCE 04/26/23	GENERAL FUND	SPECIAL CLASSES	37.80
	LINE DANCE 05/10/23	GENERAL FUND	SPECIAL CLASSES	42.00
	LINE DANCE 05/17/23	GENERAL FUND	SPECIAL CLASSES	21.00
	LINE DANCE 05/24/23	GENERAL FUND	SPECIAL CLASSES	37.80
	LINE DANCE 05/31/23	GENERAL FUND	SPECIAL CLASSES	50.40
			TOTAL:	189.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
FRANCHISE TAX BOARD	WAGE GARNISH- CRUZ, CHRIST	POOL CLEARING FUND	NON-DEPARTMENTAL	1,300.89
			TOTAL:	1,300.89
GANAHL LUMBER COMPANY	LANDSCAPE RAKE	GENERAL FUND	PARK MAINTENANCE	64.45
			TOTAL:	64.45
GMC PEST CONTROL INC	BLDG MAINT. RATS TREATMENT	GENERAL FUND	BUILDING MAINTENANCE	475.00
			TOTAL:	475.00
GRANICUS LLC	DISCLOSURE DOCS ANNUAL SUB	GENERAL FUND	ADMINISTRATION	3,283.84
			TOTAL:	3,283.84
JARED E. LLOYD	HCE DROP IN 4/25	GENERAL FUND	SPORTS	176.00
	HCE DROP IN 4/30	GENERAL FUND	SPORTS	16.00
	HCE DROP IN 4/27	GENERAL FUND	SPORTS	240.00
	HCE DROP IN 5/7	GENERAL FUND	SPORTS	32.00
	HCE DROP IN 5/7	GENERAL FUND	SPORTS	80.00
	HCE DROP IN 5/11	GENERAL FUND	SPORTS	160.00
	HCE DROP IN 5/16	GENERAL FUND	SPORTS	64.00
	HCE DROP IN 4/21	GENERAL FUND	SPORTS	16.00
	HCE DROP IN 5/18	GENERAL FUND	SPORTS	80.00
	HCE DROP IN 5/23	GENERAL FUND	SPORTS	128.00
	HCE DROP IN 5/28	GENERAL FUND	SPORTS	48.00
	HCE DROP IN 5/25	GENERAL FUND	SPORTS	192.00
	HCE DROP IN 5/30	GENERAL FUND	SPORTS	80.00
	HCE SHOOTING STARS AND BAL	GENERAL FUND	SPORTS	712.00
	HCE ATTACK	GENERAL FUND	SPORTS	108.00
	HCE TRAVEL	GENERAL FUND	SPORTS	4,425.60
			TOTAL:	6,557.60
KEVIN & VICKY GARRETT TENNIS, INC.	YOUTH BEG. TUESDAY	GENERAL FUND	SPECIAL CLASSES	458.25
	YOUTH BEG. WEDNESDAY	GENERAL FUND	SPECIAL CLASSES	474.50
	ADULT BEG WEDNESDAY	GENERAL FUND	SPECIAL CLASSES	286.00
	PEE WEE THURSDAY	GENERAL FUND	SPECIAL CLASSES	152.75
	YOUTH INTER THURSDAY	GENERAL FUND	SPECIAL CLASSES	425.75
	PEE WEE SATURDAY	GENERAL FUND	SPECIAL CLASSES	347.75
	YOUTH BEG. SATURDAY	GENERAL FUND	SPECIAL CLASSES	474.50
	YOUTH INTER WEDNESDAY	GENERAL FUND	SPECIAL CLASSES	474.50
			TOTAL:	3,094.00
KIMBERLY ESMOND	PRINCESS BALLET	GENERAL FUND	SPECIAL CLASSES	539.50
	"FROZEN" PRINCESS BALLET	GENERAL FUND	SPECIAL CLASSES	929.50
	HIP HOP DANCE	GENERAL FUND	SPECIAL CLASSES	504.40
	BEGINNING BALLET	GENERAL FUND	SPECIAL CLASSES	157.30
	ALL IN ONE DANCE	GENERAL FUND	SPECIAL CLASSES	375.70
	POP STAR HIP HOP DANCE	GENERAL FUND	SPECIAL CLASSES	308.75
			TOTAL:	2,815.15
JOSE MARTINEZ DBA LA HERRADURA MOBIL D	CAR WASH FOR PD	GARAGE FUND	GARAGE	685.00
	CAR WASH FOR POLICE DEPT	GARAGE FUND	GARAGE	405.00
	CAR WASH FOR CODE ENFORCEM	GARAGE FUND	GARAGE	45.00
	CAR WASH FOR PUB WORKS	GARAGE FUND	GARAGE	90.00
	CAR WASH FOR REC DEPT	GARAGE FUND	GARAGE	55.00
	CAR WASH FOR PD	GARAGE FUND	GARAGE	600.00
			TOTAL:	1,880.00

VENDOR SORT KEY		DESCRIPTION	FUND	DEPARTMENT	AMOUNT
LAURA COLE		MONTHLY CONTRACT FEE JUN '23	GENERAL FUND	NON-DEPARTMENTAL	3,000.00
				TOTAL:	3,000.00
LIEBERT CASSIDY WHITMORE		ERC MEMBERSHIP	GENERAL FUND	ADMINISTRATION	3,900.00
				TOTAL:	3,900.00
YING LIU		PORTRAIT WRKSHP 04/29/23	GENERAL FUND	SPECIAL CLASSES	48.75
		PORTRAIT WRKSHP 05/13/23	GENERAL FUND	SPECIAL CLASSES	58.50
		PORTRAIT WRKSHP 05/20/2023	GENERAL FUND	SPECIAL CLASSES	97.50
				TOTAL:	204.75
LOS ALAMITOS AREA CHAMBER OF COMMERCE		CC BREAKFAST JUNE MURPHY	GENERAL FUND	CITY COUNCIL	25.00
		CC BREAKFAST JUNE BOOTHE	AMERICAN RESCUE PL	NON - DEPARTMENTAL	25.00
				TOTAL:	50.00
LOS ALTOS TROPHY		NAME PLATES FOR DEPTS	GENERAL FUND	COMMUNITY DEVEL ADMIN	312.02
				TOTAL:	312.02
M&N COASTLINE AUTO & TIRE SERVICE		VEH MAINT PD 2018 CHEV	GARAGE FUND	GARAGE	140.00
				TOTAL:	140.00
MAIN STREET MATERIALS		AQUAPATCH & FREIGHT CHARGE	GENERAL FUND	STREET MAINTENANCE	1,801.77
				TOTAL:	1,801.77
MANHATTAN STITCHING COMPANY, INC.		AQUATICS SHIRTS	GENERAL FUND	AQUATICS	442.85
				TOTAL:	442.85
MICHELLE MULLER		TUITION REIMBURSEMENT	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,665.00
				TOTAL:	1,665.00
MISC. VENDOR	ISIS TORRES	DEPOSIT FOR FACILITY RENTA	GENERAL FUND	NON-DEPARTMENTAL	250.00
	DEBRA FELSENTHAL	DEBRA FELSENTHAL:REFUND	GENERAL FUND	NON-DEPARTMENTAL	50.00
	EMI KAMIYA	EMI KAMIYA:REFUND	GENERAL FUND	NON-DEPARTMENTAL	10.00
	CINTHYA ARCOS HERNANDE	CINTHYA ARCOS HERNANDEZ:RE	GENERAL FUND	NON-DEPARTMENTAL	20.00
	MIREYA MORENO	TRANSFER FEE RFND	GENERAL FUND	NON-DEPARTMENTAL	10.00
	KRISTI HERNANDEZ	BALL DIAMOND FLOODING	GENERAL FUND	NON-DEPARTMENTAL	12.00
	SALINA CHAHAL	XTRA EXCURSION PURCHASE	GENERAL FUND	NON-DEPARTMENTAL	15.00
	EMILY HIBARD	MI. REIMBURSE OC SAN DISTR	GENERAL FUND	CITY COUNCIL	13.82
	EMILY HIBARD	MI. REIMBURSE LAHS GRADUAT	GENERAL FUND	CITY COUNCIL	10.09
	DANIEL KIM	EQUIPMENT DMG IN DUTY	GENERAL FUND	PATROL	882.20
				TOTAL:	1,273.11
NEWPORT EXTERMINATING		EXT. TREAT GEN. PEST CONTR	GENERAL FUND	BUILDING MAINTENANCE	175.00
		RODENT CONTROL BAIT REFILL	GENERAL FUND	BUILDING MAINTENANCE	60.00
		RODENT CTRL BAIT REFILL (2	GENERAL FUND	BUILDING MAINTENANCE	60.00
				TOTAL:	295.00
NORM'S AUTOMOTIVE CENTER, INC.		2017 DODGE DURA VEHICLE MA	GARAGE FUND	GARAGE	149.45
				TOTAL:	149.45
NORTH STAR LAND CARE		LANDSCAPE MAINT. MAY 2023	GENERAL FUND	PARK MAINTENANCE	9,505.66
				TOTAL:	9,505.66
OC YOUTH SPORTS, LLC		8 MULTI SPRT SPRTBALL	GENERAL FUND	SPECIAL CLASSES	641.55
		9 MULIT SPORT W/ SPORT BAL	GENERAL FUND	SPECIAL CLASSES	1,257.10
				TOTAL:	1,898.65

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ORANGE COUNTY JUMPERS LLC	BOUNCE HOUSES FOR SUM CONC	GENERAL FUND	SPECIAL EVENTS	800.00
	BOUNCE HOUSES SUMMER CONCE	GENERAL FUND	SPECIAL EVENTS	800.00
	TOTAL:			1,600.00
ORKIN SERVICES OF CALIFORNIA, INC.	BLDG MAINT COMM CENTE MAY	GENERAL FUND	BUILDING MAINTENANCE	120.00
	TOTAL:			120.00
OUR LOS AL	MANAGEMENT SVCS JUNE 2023	GENERAL FUND	NON-DEPARTMENTAL	2,083.33
	TOTAL:			2,083.33
PENINSULA SEPTIC SERVICE, INC.	PUMP SEPTIC TANK- PARK	GENERAL FUND	PARK MAINTENANCE	580.00
	TOTAL:			580.00
DIANA C. PEREZ	LEARN AND GROW PLAYGROUP	GENERAL FUND	SPECIAL CLASSES	575.25
	SHAPING UP ABC'S AND 123'S	GENERAL FUND	SPECIAL CLASSES	620.75
	SUNSHINE TODDLER WRKSHP	GENERAL FUND	SPECIAL CLASSES	276.90
	TOTAL:			1,472.90
PINNACLE HEALTHCARE MEDICAL GROUP	VERDUZCO, OSCAR	GENERAL FUND	NON-DEPARTMENTAL	50.00
	BARELA, FRANK	GENERAL FUND	NON-DEPARTMENTAL	50.00
	RIPPLE, CRAIG	GENERAL FUND	NON-DEPARTMENTAL	50.00
	TOTAL:			150.00
PRINTMASTERS	DONATION DRIVE BANNER	GENERAL FUND	SPECIAL EVENTS	158.41
	TOTAL:			158.41
MCKENZIE RICKS	SUGAR COOKIE DECORATING	GENERAL FUND	SPECIAL CLASSES	375.70
	TOTAL:			375.70
SUZANNE ROADY-ROSS	T'AI CHI BEG/INTER	GENERAL FUND	SPECIAL CLASSES	240.50
	TOTAL:			240.50
ROSSMOOR/LOS AL AREA SEWER	APR/MAY/JUNE '23 PKG RENT	GENERAL FUND	POLICE ADMINISTRATION	1,500.00
	TOTAL:			1,500.00
SC FUELS	GASOLINE BARRELS IN YARD	GARAGE FUND	GARAGE	1,779.21
	TOTAL:			1,779.21
CHERYL J. SCHNITZER	LINE DANCE 05/01/23	GENERAL FUND	SPECIAL CLASSES	9.75
	LINE DANCE 05/08/23	GENERAL FUND	SPECIAL CLASSES	9.75
	LINE DANCE 05/15/23	GENERAL FUND	SPECIAL CLASSES	19.50
	LINE DANCE BEG/INTER	GENERAL FUND	SPECIAL CLASSES	1,134.25
	TOTAL:			1,173.25
SDI PRESENCE LLC	SENTINEL ONE CONTROL MAY 2	GENERAL FUND	FINANCE	362.70
	IT SERVICES MAY 23	GENERAL FUND	FINANCE	292.32
	IT SERVICES MAY 23	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE		5,871.00
	IT SVCS IRONSACLE 8.33% MA	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE		441.96
	IT SVCS IRON SCALES MAY 23	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE		441.96
	T&M IT SUPPORT SERVICE MAY	TECHNOLOGY REPLACE ADMINISTRATIVE SERVICE		8,977.50
	TOTAL:			16,387.44
SHAWN WALTOWER - GUAVA GROOVE	GUAVE GROOVE UKULELE BEGIN	GENERAL FUND	SPECIAL CLASSES	269.75
	GUAVE GROOVE UKULELE INTER	GENERAL FUND	SPECIAL CLASSES	161.85
	KULA A'O UKULELE HOKULANI	GENERAL FUND	SPECIAL CLASSES	982.80
	TOTAL:			1,414.40

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MCLEAN ENTERPRISES, INC.	BUS CARDS LORRY&VANDINE	GENERAL FUND	COMMUNITY DEVEL ADMIN	102.87
	BUS CARD FOR BLDG&SAFETY	GENERAL FUND	BUILDING INSPECTION	113.79
	PARKLET DOOR HANGERS	AMERICAN RESCUE PL	NON - DEPARTMENTAL	480.79
	PARKLET SERIES RETRACT BAN	AMERICAN RESCUE PL	NON - DEPARTMENTAL	202.29
	WAKE UP LA CLEAN UP POSTAG	AMERICAN RESCUE PL	NON - DEPARTMENTAL	2,399.53
			TOTAL:	3,299.27
TIFFANY R DAVILA	FACE PAINTING JULY 4	GENERAL FUND	SPECIAL EVENTS	1,000.00
			TOTAL:	1,000.00
TIME WARNER CABLE	SPECTRUM TV 06/16-07/15/23	GENERAL FUND	ADMINISTRATION	70.62
	PHONE SERVICE (#6265)	GENERAL FUND	ADMINISTRATION	39.99
			TOTAL:	110.61
UNDERGROUND SERVICE ALERT OF SO CAL	LSA01 DATABASE MAINT FEE	GENERAL FUND	STREET MAINTENANCE	46.75
			TOTAL:	46.75
UNITED PAVING CO	RETENTION	GENERAL FUND	NON-DEPARTMENTAL	7,330.60-
	NEW DUTCH HAVEN IMPROV SB	GAS TAX	CAPITAL PROJECTS	146,611.99
			TOTAL:	139,281.39
VOYAGER FLEET SYSTEMS, INC.	FUEL	GARAGE FUND	GARAGE	9,477.86
			TOTAL:	9,477.86
WEST COAST ARBORISTS, INC.	PLANT BOX (3)	MEASURE M	CAPITAL PROJECTS	762.00
			TOTAL:	762.00
WILLDAN ENGINEERING	TRAFFIC ENGINEER	GENERAL FUND	CITY ENGINEER	1,120.00
	TRAFFIC PLAN CHECK	GENERAL FUND	CITY ENGINEER	470.00
	INTERIM PUBLIC WORKS MANAG	GENERAL FUND	CITY ENGINEER	17,737.50
	CITY ENGINEER	GENERAL FUND	CITY ENGINEER	8,400.00
	PLAN CHECKING	GENERAL FUND	CITY ENGINEER	7,359.50
	EMERGENCY EXIT SIGN	GENERAL FUND	CITY ENGINEER	4,862.00
	TRAFFIC ENGINEER	GENERAL FUND	CITY ENGINEER	2,380.00
	TRAFFIC PLAN CHECK	GENERAL FUND	CITY ENGINEER	2,987.25
	2021-22 STREET IMPROVEMENT	GENERAL FUND	CAPITAL PROJECTS	3,002.00
	2021-22 STREET IMPROVEMENT	GENERAL FUND	CAPITAL PROJECTS	120.00
	2022-23 STREET IMPROVEMENT	GENERAL FUND	CAPITAL PROJECTS	5,991.50
	NEW DUTCH HAVEN	GAS TAX	CAPITAL PROJECTS	1,230.00
	BLOOMFIELD PMRF	GAS TAX	CAPITAL PROJECTS	3,330.00
			TOTAL:	58,989.75

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
===== FUND TOTALS =====				
10	GENERAL FUND	112,012.60		
20	GAS TAX	151,171.99		
26	MEASURE M	762.00		
50	GARAGE FUND	22,298.54		
53	TECHNOLOGY REPLACEMENT	15,732.42		
56	AMERICAN RESCUE PLAN ACT	3,107.61		
99	POOL CLEARING FUND	1,300.89		

	GRAND TOTAL:	306,386.05		

Retirees Medical Reimbursement

Date: June 01, 2023

Number of Transactions: 15

Total Batch: \$8596.68

Payroll 6/09/2023

-----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	36.50	13.40	873.30	
10-511 City Manager/ City Clerk	23,027.59	16,668.99	0.00	819.60	5,539.00	2,893.03	3,966.38	16,168.18	
10-512 Finance	8,765.20	7,485.80	0.00	0.00	1,279.40	713.40	1115.00	6,936.80	
10-521 Police Administration	22,182.00	18,385.50	0.00	0.00	3,796.50	2,514.48	4,515.91	15,151.61	
10-522 Police- Patrol	77,815.64	51,740.15	11,914.22	5,407.86	8,753.41	13,127.01	13,025.18	51,663.45	
10-523 Police- Investigation	13,870.52	11,704.10	0.00	501.90	1,664.52	4,312.40	1,555.59	8,002.53	
10-524 Police- Records	9,700.97	5,818.31	0.00	151.35	3,731.31	611.36	1,259.37	7,830.24	
10-526 Police- Community Outreach	1,642.68	0.00	0.00	0.00	1,642.68	61.60	88.64	1,492.44	
10-527 Police-Youth Programs	5,880.17	3,186.40	2011.69	0.00	682.08	818.33	937.92	4,123.92	
10-528 Police- Traffic	2,973.71	0.00	0.00	0.00	2,973.71	111.52	80.35	2,781.84	
10-531 Development Services- Administration	22,336.53	15,941.90	0.00	578.80	5,815.83	2,448.04	3,794.16	16,094.33	
10-532 Development Services- Planning	3,332.40	2,229.12	0.00	660.48	442.80	510.12	611.66	2,210.62	
10-533 Development Services- Neighborhood Preservation	4,204.12	2,089.44	0.00	0.00	2,114.68	248.23	517.44	3,438.45	
10-542 Development Services- Street Maintenance	7,195.32	5,095.80	0.00	1,205.62	893.90	1,387.50	421.45	5,386.37	
10-543 Development Services- Park Maintenance	995.00	0.00	0.00	0.00	995.00	37.31	69.37	888.32	
10-544 Development Services- Facility Maintenance	2,135.40	1,688.32	0.00	211.04	236.04	351.74	27.94	1,755.72	
10-545 Economic Development	2,891.61	2,235.63	0.00	268.28	387.70	194.09	137.95	2,559.57	
10-551 Recreation Administration	32,296.71	22,176.65	180.36	2,984.15	6,955.55	4,668.74	4,142.67	23,485.30	
10-556 Recreation- Sports	24,210.26	0.00	0.00	206.33	24,003.93	907.88	1,394.54	21,907.84	
TOTALS	\$266,379.03	\$167,369.31	\$14,106.27	\$12,995.41	\$71,908.04	\$35,953.28	\$37,674.92	\$192,750.83	

REGULAR INPUT: 123 MANUAL INPUT: 0 CHECK STUB COUNT: 3 DIRECT DEPOSIT STUB COUNT: 120

BENEFITS & WITHHOLDINGS

		Employee	Employer
Fed Taxes	Employee/ Employer (Medicare)	\$32,424.12	\$28,669.08
State Taxes	Employee	\$9,005.84	
ICMA	Employee	\$3,649.06	
PD Association	Employee	\$1,475.51	
Local Employees Assoc	Employee	\$240.00	
Nationwide - Full Time	Employee	\$840.00	
Nationwide - FT	Employee/ Employer	\$2,951.60	\$1,475.80
PERS Deferred Comp	Employee	\$1,455.98	
PERS	Employee/ Employer	\$47,762.29	\$19,255.06
AFLAC	Employee	\$123.30	
PERS Medical	Employee/ Employer	\$72,523.55	
Delta Dental PPO	Employee	\$4,275.90	
Delta Dental HMO	Employee	\$376.14	
VSP Vision	Employee	\$979.58	
Standard Self Admin	Employee/ Employer	\$1,834.17	
Standard Life Optional	Employee	\$360.65	
TOTALS		\$180,277.69	\$49,399.94
			\$33,738.07

DEDUCTION GRAND TOTALS

-----EARNINGS-----			-----DEDUCTIONS-----			-----TAXES-----				
DESC	HRS	AMOUNT	CD	ABRV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
WCSM	80.00	\$4,015.20	125	I-125		\$770.05	FED W/H	\$228,598.24	\$24,914.04	
REG	3,940.76	\$167,369.31	129	I-129		\$192.31	ST WH CA	\$228,598.24	\$9,005.84	
PTRG	1,901.50	\$35,537.58	AFP	AFLEPT		\$25.93	MEDI	\$258,964.82	\$3,755.04	\$3,755.04
PHEO	78.67	\$2,322.51	DCI	DCIOM		\$3,117.60				
HOL	346.00	\$15,676.37	DCM	DCIOM						
OT	4.50	\$180.36	DCM	DCMW		\$840.00				
OTS	163.53	\$13,775.28	DCP	DCPRS		\$1,375.76				
CTOT	2.00	\$150.63	DD1	DPPO1			\$247.50			
CAR	0.00	\$1,100.00	DD2	DPPO2			\$211.50			
CELL	0.00	\$940.00	DD3	DPPO3			\$697.95			
PPHC	0.00	\$469.68	DD4	DDMO1			\$23.13			
MEDR	0.00	\$5,950.00	DD5	DDMO2			\$13.89			
SPAS	0.00	\$1,462.64	DD6	DDMO3			\$102.75			
SPSK	0.00	\$124.72	DI%	DCI%		\$93.92				
UNIF	0.00	\$75.00	DIS	DISAF		\$15.74				
UNI2	0.00	\$75.00	DLI	DCLIC		\$87.54				
FTO	0.00	\$297.50	DLP	DCLPE		\$80.22				
RTRO	0.00	\$230.49	LEA	LAEBAD		\$240.00				
ADML	18.50	\$840.72	LIF	LIFE		\$186.31				
COMP	12.33	\$618.84	LTD	A LTD		\$102.37				
EAU	12.00	\$572.22	MED	MDINS		\$6,618.23	\$23,395.05			
EAA	72.00	\$0.00	PBB	PRSB8		\$481.97				
COMA	74.02	\$0.00	PN1	PEPME		\$3,716.72				
FLHO	59.01	\$3,002.24	PN2	PEPMR			\$4,113.16			
SICK	65.58	\$1,979.60	PN3	PEPSE		\$6,922.06				
VAC	111.07	\$5,587.67	PN4	PEPSR			\$6,804.93			
POST2	0.00	\$191.28	POA	POA		\$120.00				
POST5	0.00	\$200.00	POS	POAS		\$1,355.51				
POST6	0.00	\$450.00	PRO	PRMS		\$1,955.46				
POST7	0.00	\$2,585.07	PR2	PRSMR			\$7,422.70			
POVA	11.08	\$394.12	PR4	PRSSR			\$10,166.44			
BLII	0.00	\$150.00	PR5	PRSB4		\$965.33				
HOT	\$0.00	\$55.00	PR6	PRSAF		\$2,201.42				
			PR7	PRMB4		\$928.54				
			PR8	PRMAF		\$1,348.47				
			PR9	PRSCC		\$685.80				
			RTP	RT-PT		1475.8	1475.8			
			SUR	SURVI		\$50.22				
			VS1	VIS1			\$74.48			
			VS2	VIS2			\$53.41			
			VS3	VIS3			\$164.64			
Totals	6,952.55	\$ 266,379.03			\$35,953.28	\$55,317.33			\$ 37,674.92	\$3,755.04

Payroll 6/23/2023

-----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	36.50	13.40	873.30	
10-511 City Manager/ City Clerk	22,593.59	19,492.70	0.00	494.26	2,606.63	2,884.81	3,854.48	15,854.30	
10-512 Finance	8,705.20	8,555.20	0.00	0.00	150.00	713.40	1104.88	6,886.92	
10-521 Police Administration	34,572.00	25,988.80	0.00	5,304.60	3,278.60	5,513.32	7,144.50	21,914.18	
10-522 Police- Patrol	144,988.25	51,577.09	20,000.76	64,814.75	8,595.65	20,863.21	29,496.39	94,628.65	
10-523 Police- Investigation	20,026.43	6,827.07	3,168.71	9,160.41	870.24	3,744.62	3,858.86	12,422.95	
10-524 Police- Records	9,646.73	6,729.58	0.00	59.57	2,857.58	612.70	1,222.46	7,811.57	
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	4,376.59	3,004.32	521.55	318.64	532.08	816.59	453.07	3,106.93	
10-528 Police- Traffic	3,046.37	0.00	0.00	0.00	3,046.37	114.25	95.06	2,837.06	
10-531 Development Services- Administration	25,059.05	20,350.10	0.00	977.10	3,731.85	2,735.80	4,205.52	18,117.73	
10-532 Development Services- Planning	3,302.40	1,300.32	0.00	2002.08	0.00	510.12	601.56	2,190.72	
10-533 Development Services- Neighborhood Preservation	4,240.83	2,321.60	130.59	0.00	1,788.64	244.71	546.18	3,449.94	
10-542 Development Services- Street Maintenance	9,235.20	5,992.47	0.00	2,582.73	660.00	1,815.50	607.08	6,812.62	
10-543 Development Services- Park Maintenance	965.00	0.00	0.00	0.00	965.00	36.19	65.36	863.45	
10-544 Development Services- Facility Maintenance	2,135.40	2,110.40	0.00	0.00	25.00	351.74	27.94	1,755.72	
10-545 Economic Development	2,861.60	2,325.05	0.00	536.55	0.00	194.09	132.58	2,534.93	
10-551 Recreation Administration	31,879.97	26,505.85	0.00	2,296.12	3,078.00	4,666.72	4,032.24	23,181.01	
10-556 Recreation- Sports	30,961.60	0.00	0.00	688.71	30,272.89	1161.06	1,878.68	27,921.86	
TOTALS	\$361,204.21	\$184,003.75	\$23,821.61	\$89,235.52	\$64,143.33	\$47,078.51	\$59,436.13	\$254,689.57	

REGULAR INPUT: 127 MANUAL INPUT: 0 CHECK STUB COUNT: 2 DIRECT DEPOSIT STUB COUNT: 125

BENEFITS & WITHHOLDINGS

		Employee	Employer
Fed Taxes	Employee/ Employer (Medicare)	\$50,243.47	\$45,125.65
State Taxes	Employee	\$14,310.48	
ICGA	Employee	\$3,642.51	
PD Association	Employee	\$1,475.51	
Local Employees Assoc	Employee	\$280.00	
Nationwide - Full Time	Employee	\$1,540.00	
Nationwide - PT	Employee/ Employer	\$3,470.46	\$1,735.23
PERS Deferred Comp	Employee	\$1,455.98	
PERS	Employee/ Employer	\$70,187.32	\$27,726.05
AFLAC	Employee		
PERS Medical	Employee/ Employer		
Delta Dental PPO	Employer		
Delta Dental HMO	Employer		
VSP Vision	Employer		
Standard Self Admin	Employee/ Employer		
Standard Life Optional	Employee		
TOTALS		\$146,605.73	\$74,586.93

DEDUCTION GRAND TOTALS

-----EARNINGS-----				-----DEDUCTIONS-----		-----TAXES-----				
DESC	HRS	AMOUNT	CD	ABRV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
WCSM	80.00	\$4,015.20	125	I-125		\$770.05	FED W/H	\$313,160.88	\$40,007.83	
REG	4,269.08	\$184,003.75	129	I-129		\$192.31	ST WH CA	\$313,160.88	\$14,310.48	
PTRG	2,304.75	\$42,288.62	AFP	AFLEPT		\$25.93	MEDI	\$352,950.40	\$5,117.82	\$5,117.82
PHEO	79.78	\$2,354.47	DCI	DCICM		\$3,117.60				
INJY	10.00	\$478.20	DCM	DCICM						
OT	3.00	\$130.59	DCN	DCSW		\$1,540.00				
OTS	256.66	\$21,280.08	DCP	DCPRS		\$1,375.76				
CTOT	29.25	\$2,410.94	DD1	DPPO1			\$247.50			
MOT	0.00	\$301.00	DD2	DPPO2			\$211.50			
CAR	0.00	\$1,100.00	DD3	DPPO3			\$697.95			
CELL	0.00	\$30.00	DD4	DDMO1			\$23.13			
PFHC	0.00	\$469.68	DD5	DDMO2			\$27.78			
MEDR	0.00	\$5,950.00	DD6	DDMO3			\$123.30			
SPAS	0.00	\$1,213.20	DI%	DCI%		\$87.37				
SPSK	0.00	\$124.72	DIS	DISAF		\$15.74				
OCWD	0.00	\$250.00	DLI	DCLIC		\$87.54				
OCWE	0.00	\$160.00	DLP	DCLPE		\$80.22				
UNIF	0.00	\$125.00	LEA	LAEAD		\$280.00				
UNI2	0.00	\$75.00	LIF	LIFE		\$186.31				
FTO	0.00	\$288.74	LTD	A LTD		\$102.37				
RTRO	0.00	\$1,445.19	MED	MDINS		\$6,979.63	\$24,839.05			
ADML	20.00	\$812.25	PBB	PRSB		\$481.97				
COMP	80.00	\$3,208.04	PN1	PEPME		\$4,021.22				
EAU	72.00	\$3,713.88	PN2	PEPMR			\$4,450.13			
EAA	12.00	\$0.00	PN3	PEPSE		\$11,710.33				
COMA	27.38	\$0.00	PN4	PEPSR			\$11,512.14			
FLHO	18.00	\$708.14	POA	POA		\$120.00				
SICK	188.92	\$5,158.34	POS	POAS		\$1,355.51				
VAC	69.25	\$2,777.35	PRO	PROR		\$1,955.46				
HOLF	1384.00	\$72,857.52	PR2	PRSMR			\$7,422.70			
POST2	0.00	\$191.28	PR4	PRSSR			\$19,076.30			
POST7	0.00	\$2,335.63	PR5	PRSB		\$2,088.53				
BERV	\$30.00	\$947.40	PR6	PRSAF		\$4,454.58				
			PR7	PRMB		\$928.54				
			PR8	PRMAF		\$1,348.47				
			PR9	PRSCC		\$685.80				
			RTP	RT-PT		1735.23	1735.23			
			SUR	SURVI		\$51.15				
			VS1	VIS1			\$74.48			
			VS2	VIS2			\$61.04			
			VS3	VIS3			\$178.36			
			WG5	WAGAR		\$1,300.89				
Totals	8,934.07	\$ 361,204.21			\$47,078.51	\$71,030.59		\$ 59,436.13		\$5,117.82

MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

REGULAR MEETING Tuesday, June 20, 2023

1. CALL TO ORDER

The City Council met in Regular Session at 6:05 p.m., Tuesday, June 20, 2023, in the Council Chamber located at 3191 Katella Ave., Los Alamitos, CA 90720, Mayor Doby presiding.

2. ROLL CALL

Present: Council Members: Hasselbrink, Hibard, Murphy
Mayor Pro Tem Nefulda, Mayor Doby

Absent: Council Members: None

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

3. PLEDGE OF ALLEGIANCE

Mayor Doby led the Pledge of Allegiance.

4. INVOCATION

Mayor Pro Tem Nefulda gave the Invocation.

Chief Claborn requested a moment of silence in recognition of Eric Wilson and requested the meeting be adjourned in his honor.

5. PRESENTATIONS

Mayor Doby and the City Council presented the listed items.

A. Badge Pinning Ceremony Honoring Captain Kain Gallagher

B. Presentation of a Plaque to Officer Marc Navarro for Being Awarded the Attorney General's Award for Distinguished Service in Community Policing

- C. **Presentation to Community Partners in Recognition of Supporting the 40th Infantry Division at the Joint Forces Training Base**
- D. **Presentation of a Certificate to Garage Pilates in Recognition of Being Featured in the Mayor's Business Spotlight**
- E. **Presentation of a Proclamation to the Parks, Recreation, and Cultural Arts Commission Recognizing Parks Make Life Better Month**
- F. **Presentation by Marilynn Poe, Board President, Providing an Update Regarding the Los Alamitos Museum Association**
Board President Poe gave a brief overview of the Los Alamitos Museum Association.
- G. **Presentation by Police Sergeant Krogman Regarding an Update on E-Bike Safety**
Sergeant Krogman gave a brief update of the E-Bike Safety Program.

6. **ORAL COMMUNICATIONS**

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

Mayor Doby opened Oral Communications.

Elizabeth Hansberg spoke in favor of the City's certified housing Element.

Randy Hill, resident, spoke regarding sidewalk width and light poles within the Highlands neighborhood.

Helen spoke in opposition to the City's Housing Element and the City's financial documents.

Maggie Marchese, resident, spoke if favor of the work being done by the City and urged Council to continue to keep the residents best interest in mind.

Tom Almazar, resident, spoke in opposition to the Lampson project.

Mayor Doby closed Oral Communications.

7. **UPDATES FROM THE MAYOR**

At this time, the Mayor may report on items not specifically described on the Agenda that are of interest to the community, provided no action or discussion is taken.

Mayor Doby encouraged residents to fact check information they here in public

and to reach out to Staff and Council with questions and concerns. She shared Fireworks Safety Tips and spoke briefly about the Los Alamitos Aquatics program.

8. UPDATES FROM CITY STAFF

At this time, City Staff may report on items not specifically described on the Agenda that are of interest to the community, provided no action or discussion is taken.

Recreation and Community Services Director Noda spoke regarding the upcoming 3rd of July event.

Chief Claborn spoke regarding the upcoming Torch Run and Tip-A-Cop event to help raise funds for the Special Olympics.

Nicole Criste, Terra Nova, spoke regarding the Housing Element and explained the Housing Element demonstrates the City's ability to provide housing and does not guarantee future developments.

9. WARRANTS

A. Warrants (Finance)

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

Motion/Second: Hasselbrink/Hibard

Unanimously Carried: The City Council ratified the Warrants for the period from May 1, 2023 to May 31, 2023 in the amount of \$1,524,160.27.

Roll Call

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

10. CONSENT CALENDAR

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

Council Member Hibard pulled items 10B, E, F, G, I J, and L and requested individual reports for each item.

Motion/Second: Hibard/Nefulda

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

A. Approval of Minutes (Administration)

City Council approved the City Council Regular Meeting Minutes of May 15, 2023.

C. Los Alamitos Museum Association: Proposed Schedule, Yearly Recap, and Budget (Administration)

The Los Alamitos Museum Association's proposed schedule, yearly recap, and budget for the 2023-2024 fiscal year are being provided to the City Council for approval.

The City Council:

1. Approved the Los Alamitos Museum Association's proposed schedule, activity plan, and budget for Fiscal Year 2023-2024; and,
2. Authorized the City Manager and/or his designee to approve any change to the schedule, activity plan, and budget.

D. Resolution 2023-18 - Approving the Fiscal Year 2023-2024 Project List for SB-1 Funds in the estimated amount of \$294,072 towards the Carrier Row Street Improvement Project (Development Services)

The City of Los Alamitos receives transportation funding from the State in the form of grants or direct allocation of Motor Vehicle Fuel Tax (Gas Tax) through the Highway Users Tax Account (HUTA). The Road Repair and Accountability Act of 2017 (SB-1) provides funding for the maintenance and repair of local streets and roads through a Road Maintenance and Rehabilitation Account (RMRA). To be eligible for funding, the City must submit a proposed project list to the California Transportation Commission along with a resolution documenting the approval of the City's amended Capital Improvement budget to include the project to receive RMRA funding. Staff recommends the use of the RMRA funding for road improvements for the Carrier Row Street Improvement Project FY 22-23 in the estimated amount of \$294,072.

The City Council:

1. Determined that the action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because it will not result in a physical change to the environment, directly or indirectly; and,
2. Adopted Resolution No. 2023-18, entitled, "A RESOLUTION OF THE CITY COUNCIL OF LOS ALAMITOS, CALIFORNIA, TO ADOPT A LIST OF PROJECTS FOR FISCAL YEAR 2023-24 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 TOWARDS THE CARRIER ROW NEIGHBORHOOD

STREET IMPROVEMENT PROJECT FY 23-24."

H. Approval of Street Curb Address Painting Services for the 2023 Cycle with Canning Hunger (Development Services)

In November of 2003, City Council adopted Resolution No. 1939 allowing non-profit organizations located outside of the City to benefit from the administration of a street address painting contract within the City. The City's process requires that the interested non-profit organization(s) apply bi-annually for City Council approval.

The City Council:

1. Authorized street curb address painting services for 2023 on a strictly donation basis, with Canning Hunger; and,
2. Authorized the City Manager to issue a no-fee solicitor's permit and no-fee encroachment permit.

K. Approval of the Request for Proposals (RFP) 2023-03 and Authorization to Bid for Concrete Shaving Remediation Services (CIP No. 22/23-08) (Development Services)

This item recommends action to solicit bids that will facilitate concrete shaving remediation services throughout the City.

The City Council:

1. Approved the Request for Proposals (RFP) 2023-03 for concrete shaving remediation services throughout the City; and,
2. Authorized Staff to advertise and solicit bid proposals.

M. Community Development Block Grant (CDBG) Program Cooperative Agreement – Amendment for Fiscal Years July 1, 2024 – June 30, 2027 (Development Services)

The County of Orange is currently in the process of re-qualifying for entitlement status as an Urban County. This entitlement status and the number of cities participating in the Urban County are part of determining Community Development Block Grant (CDBG) funding for an Urban County. Consistent with the Department of Housing and Urban Development (HUD) regulations, they sent existing participating cities notification of the current Cooperation Agreement and new Amendment. The agreement requires signatures from the Los Alamitos City Council to renew automatically (for July 1, 2024 – June 30, 2027) unless the City notifies the County and HUD in writing of its intent to terminate the agreement at the end of the current qualification period (June 30, 2023).

The City Council authorized the City Manager to execute Amendment No. 6 to the Cooperative Agreement between the County of Orange and the City of Los Alamitos for participation in the Urban County Program to utilize Community Development Block Grant (CDBG) program funds for Fiscal Years July 1, 2024 – June 30, 2027.

End of Consent Calendar

Items Pulled from Consent Calendar

B. Approval of the Request for Bids (RFB) 2023-03 and Authorization to Bid for Community Center Divider Wall Replacement Project (Development Services)

This item authorized the solicitation of bids for the installation and/or upgrade of an existing divider wall in the Los Alamitos Community Center.

City Manager Simmons introduced the item. Development Services Director Noda summarized the Staff report.

Council Member Hibard and Staff discussed that the roof replacement would not affect the divider wall and the minimum sound transmission rating.

Motion/Second: Hasselbrink/Hibard

Unanimously Carried: The City Council:

1. Approved the Request for Bids (RFB) 2023-03 for the installation/upgrade to the Community Center Divider Wall Replacement Project; and,
2. Authorize Staff to advertise and solicit bid proposals.

E. Amendment No. 1 with Fuscoe Engineering, Inc. for Consulting Services (Development Services)

This item provides a basis for continuing consulting services with Fuscoe Engineering, Inc. regarding the annual preparation of the City's Program Effectiveness Assessment (PEA) Report for two (2) additional years for an annual cost of \$15,000, resulting in a total cost of \$30,000. The current Consulting Services Agreement (CSA) will expire on June 21, 2023, and includes two (2) permissible two- year extensions.

City Manager Simmons introduced the item.

Council Member Hibard received clarification regarding the term of the contract.

Motion/Second: Hasselbrink/Nefulda

Unanimously Carried: The City Council authorized the Mayor to execute Amendment No. 1 to the Consulting Services Agreement (CSA) with Fuscoe Engineering, Inc. for a two-year contract extension ending on June 21, 2025 for an annual amount of \$15,000 and a total two-year amount of \$30,000.

F. Amendment No. 1 with Crosstown Electrical & Data Inc. for Traffic Signal Maintenance Services (Development Services)

This item provides a basis for continuing services with Crosstown Electrical & Data Inc., to provide citywide traffic signal maintenance services for one additional year. The current Professional Services Agreement (PSA) will expire on June 21, 2023, but the parties can agree to utilize the first of three (3) allowable one-year extensions.

City Manager Simmons summarized the Staff report.

Council Member Hibard received clarification regarding the term of the contract.

Motion/Second: Hasselbrink/Hibard

Unanimously Carried: The City Council authorized the Mayor to execute Amendment No. 1 to the Professional Services Agreement (PSA) with Crosstown Electrical & Data Inc. for a one-year contract extension ending on June 21, 2024 in the amount of \$14,742 for routine inspections and an additional amount of \$30,000 for emergency services for a maximum contract amount totaling \$44,742 annually.

G. Measure M2 Seven Year Capital Improvement Program (Development Services)

Annual submittal of Measure M2 eligibility documentation to the Orange County Transportation Authority (OCTA) is required in order to remain eligible to receive Measure M2 sales tax revenue funds. The submittal documentation this year requires City Council approval of an updated Measure M2 Seven Year Capital Improvement Program, adoption of a resolution attesting to the County's Master Plan of Arterial Highways Circulation Element and Mitigation Fee Program, adoption of a resolution attesting to the Pavement Management Plan, and adoption of a resolution attesting to the update to the Local Signal Synchronization Plan (LSSP).

City Manager Simmons summarized the Staff report.

Council Member Hibard referred to several clerical discrepancies between this report and the City's proposed budget. City Manager Simmons and Development Services Director Noda advised those clerical issues would be corrected on the draft form before the document is finalized.

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

1. Approve and authorize Staff to submit to the Orange County Transportation Authority the Measure M2 Seven-Year Capital Improvement Program for Fiscal Years 2023/24 through 2029/30, to comply with Measure M2 eligibility criteria; and,
2. Adopt Resolution No. 2023-13, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, CONCERNING THE STATUS AND UPDATE OF THE CIRCULATION ELEMENT, AND MITIGATION FEE PROGRAM FOR THE MEASURE M (M2) PROGRAM"; and,
3. Adopt Resolution No. 2023-14, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, CONCERNING THE STATUS AND UPDATE OF THE PAVEMENT MANAGEMENT PLAN FOR THE MEASURE M2 (M2) PROGRAM"; and,
4. Adopt Resolution No. 2023-15, entitled, "A RESOLUTION OF THE CITY COUNCIL OF LOS ALAMITOS CONCERNING THE UPDATE OF THE LOCAL SIGNAL SYNCHRONIZATION PLAN FOR THE MEASURE M (M2) PROGRAM".

I. Notice of Completion (NOC) for the Street Improvements on Various Streets FY 2021-2022 Project (CIP No. 21/22-03) (Development Services)

The City of Los Alamitos hired a roadway contractor for street improvements related to grind and overlay of various residential streets throughout the City as part of the City's ongoing pavement management program. Staff is recommending that City Council accept the work as completed, direct filing of the Notice of Completion, and authorize retention release as prescribed by the Public Contracts Codes.

City Manager Simmons summarized the Staff report.

Council Member Hibard and Staff discussed ongoing resident complaints in the Highlands, the project being covered by warranty should additional work be required, and acceptance of the Notice of Completion would not alleviate the contract of its obligation to perform satisfactory work.

Council Member Murphy called for a point of privilege and requested the Chamber door be closed.

Motion/Second: Hasselbrink/Nefulda

Motion Carried 3/2 (Hibard and Murphy voted no): The City Council:

1. Accepted as complete the construction by RJ Noble Company for the Street Improvements on Various Streets FY 2021-2022 Project (CIP No. 21/22-03); and,
2. Directed the City Clerk to record the Notice of Completion/Final Report with the County Recorder's Office; and,
3. Authorized Staff to release the 5% retention to the contractor, in the amount of \$72,201.35, thirty-five (35) days after recordation of the Notice of Completion.

J. Approval of Plans and Specifications and Authorization to Bid for the Bloomfield Neighborhood Street Rehabilitation Project (CIP No. 22/23-06) (Development Services)

The City of Los Alamitos is being awarded \$200,000 in federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) funding through the 2021 Pavement Management Relief Funding (PMRF) Program.

This item seeks approval to facilitate the solicitation of bids to begin the Bloomfield Neighborhood Street Rehabilitation Project (CIP No. 22/23-06) and City Manager authorization to sign the Master Agreement(s) with Caltrans to facilitate the funding.

City Manager Simmons summarized the Staff report.

Council Member Hibard referred to several clerical errors within the report.

Development Services Director Noda advised those would be corrected before the document was released.

Motion/Second: Hasselbrink/Nefulda

Unanimously Carried: The City Council:

1. Approved the plans and specifications for the Bloomfield Neighborhood Street Rehabilitation Project (CIP No. 22/23-06); and,
2. Authorized Staff to advertise and solicit bid proposal; and,
3. Adopted Resolution No. 2023-12, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS AUTHORIZING THE CITY MANAGER TO EXECUTE ALL AGREEMENTS RELATED TO CLAIMING FUNDS FOR THE

BLOOMFIELD NEIGHBORHOOD STREET REHABILITATION
PROJECT (CIP NO. 22/23-06) FROM THE CALIFORNIA
DEPARTMENT OF TRANSPORTATION.”

L. Annual Comprehensive Financial Report (ACFR) (Finance)

For City Council consideration is the receipt of the fiscal year 2021-22 audit reports.

City Manager Simmons summarized the Staff report.

City Council and Staff discussed the following:

- Peer review includes review of the figures and verbiage of the audit without source documents
- Previous audit firm has been released from duty
- Necessary adjustments in regard to GASB 72, Fair Value Measurement and Application
- Calculations regarding investment income and investment earnings
- Concerns pension liability is not held within a trust
- Pension liability could be discussed during Council goal setting
- Prior Council's preference to paying down unfunded liabilities
- Reference to typographical errors

City Manager Simmons stated in the interest of ensuring transparency he would like to pull the item from Council consideration. He stated Staff would review the document for numerical and typographical issues with the City's new auditors.

11. PUBLIC HEARING

A. Annual Operating and Capital Improvement Program Budget Adoption for Fiscal Year 2023-24 (Finance)

City Charter Sections 1201-1205 govern the development and adoption of the City's Annual Budget. Section 1203 requires a public hearing for public input on the proposed budget. Thereafter, the City Council shall consider adoption of the budget with revisions, if any; establish estimated revenues, expenditure appropriations, and transfers of funds of the City.

City Manager Simmons introduced the item.

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

Mayor Doby opened the Public Hearing for comments.

Dan Brandt spoke regarding the following: shared community resources (i.e.

school district, dispatch, sports, etc.); support for allocating money towards employees compensation and benefits as opposed to capital improvement projects; ineffectiveness of retention bonuses; workforce constraints of a small Police department; need to stay competitive in the workforce; and, spoke in favor of appropriately compensating employees.

Carol Churchill spoke regarding Chief Claborn's advocacy for the Police Department and inaccurate reporting within the City's financial documents related to investment income earnings.

Mayor Doby Closed the Public Hearing for comments.

Council Member Hibard requested each recommendation be considered separately indicating it would likely change the way she voted.

Motion/Second: Hibard/Murphy

Motion Failed 2/3 (Doby, Hasselbrink, and Nefulda voted no): Request for Council to consider each recommendation as a separate action.

Council Member Murphy asked the following questions and received answers from Staff:

- p. 687 – Reference to the adopted Resolution number will be corrected
- p. 750 – Bloomfield project includes funding from two sources
- p. 773 – Accounts will be corrected to reflect funding from all sources
- p. 752 – Examples of funds spent from the Supplemental Law Enforcement Fund (SLEF) will be provided at a later date
- p. 753 – Possibility to use AQMD funds towards LED light replacement

Note: Page numbers refer to the page of the entire June 20, 2023 PDF agenda packet

City Manager Simmons advised a complete breakdown of each Capital Improvement Project (CIP) including funding sources could be provided to Council at a later date if required as Staff did not have access to supporting data during a Council meeting.

Council Member Hasselbrink questioned if correctly noting the funding sources would change the overall budgeted amounts. City Manager Simmons stated it would not.

Council Member Murphy stated her concern was inaccurate information. She indicated her background was in assets management and believed these numerical errors would change the overall balance of funds. She stated opposition to approving an incorrect budget.

Council Member Hibard stated support for delaying approval and inquired if

she should present her questions at this time.

City Manager Simmons proposed adopting the Budget as a complete package and possibly holding a special meeting at a later date to review any perceived discrepancies within the CIP Budget.

Council Member Hasselbrink questioned the repercussions of not adopting a budget by July 1, 2023. City Manager Simmons stated the City would be in violation of its Charter, operations would continue to be funded at their 2022/23 funding levels, which would cause the City to default on payments and disable the City from early making payments towards the pension obligation which would save on interest.

Council Member Hibard advised she had concerns. City Manager Simmons stated Staff would take notes and provide answers at a later date.

Council Member Hibard provided the following statements:

- p. 688 and p. 773 reflect different totals for:
 - Gas Tax and Measure M funds
 - General Fund expenditure and CIP expenditure
- p. 711 reflects outdated objectives for Administration
- Received an overview of the Backup Generator Project, including how the estimated cost was formulated and clarification on the approval process coming before Council at a later date
- Demolition of the LATV building
- Urged caution in proceeding with the adoption of budget

Motion/Second: Hasselbrink/Nefulda

Passed 3/2 by a Roll Call Vote: The City Council:

1. Reviewed, received, and filed the department overviews for Fiscal Year 2023-24; and,
2. Conducted a Public Hearing on the Proposed Annual Operating and Capital Improvement Program Budget; and,
3. Adopted Resolution No. 2023-16, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING THE ANNUAL OPERATING AND CAPITAL IMPROVEMENT PROGRAM BUDGET FOR FISCAL YEAR 2023-24"; and,
4. Authorized the City Manager to enter into the Side Letter Agreement with the Teamsters; and,
5. Authorized the City Manager to enter into the Side Letter Agreement with

the Police Officers Association (POA); and,

6. Adopted Resolution No. 2023-17, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING RESOLUTION NUMBER 2023-09, THE SALARY AND BENEFIT RESOLUTION FOR NON- REPRESENTED EMPLOYEES"

Roll Call

Mayor Doby	Aye
Mayor Pro Tem Nefulda	Aye
Council Member Hasselbrink	Aye
Council Member Hibard	No
Council Member Murphy	No

12. COUNCIL ANNOUNCEMENTS

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

Council Member Murphy spoke regarding the following: attendance at the 40th Infantry Deployment Ceremony; clarification on her background in Asset Management and Finance; performing her due diligence in understanding the budget and ensuring fiscal discipline; stated she would not approve an inaccurate budget; and, and stated opposition to Council proceeding with adoption of the budget.

Council Member Hibard spoke regarding the following: attendance at the Memorial Day Parade hosted at Cottonwood Church; toured the Casa Youth Shelter facility; attendance at the Orange County Library Board meeting; registered to participate in the Race Los Al; attendance at the Orange County Sanitation District Board meeting; and, celebrated the 79th Anniversary of D-Day.

Mayor Pro Tem Nefulda stated he had nothing to report.

Council Member Hasselbrink stated she had nothing to report.

Mayor Doby spoke regarding attendance at the Orange County Mosquito and Vector Control District Board meeting; City Selection Committee meeting; Good Morning Los Al; St. Isidore Art and Appetizers; tour of the Orange County Sanitation District; Sunset Saturday's Night Market on Pine Street; Sunburst Youth Academy Graduation; met with representatives from the Governor's office; League of California Cities event regarding surplus land; and, the Los Alamitos High School Graduation.

13. ADJOURNMENT

The City Council adjourned at 9:35 p.m. in memory of Eric Wilson.

Tanya Doby, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: July 17, 2023

ITEM NUMBER: 10B

To: Mayor Tanya Doby & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Award of Janitorial Services Agreement to Base Hill Inc., for Janitorial Services at City Facilities

SUMMARY

On May 22, 2023, staff received and reviewed bids to the City's Request for Proposals (RFP) 2023-02 for janitorial services for specified City facilities including City Hall 1, City Hall 2, the Council Chamber, the Public Works Garage, the Public Works break room, Community Center, Youth Center, and the Preschool Building. This item seeks award to Base Hill, Inc., in accordance with the fee schedule noted herein.

RECOMMENDATION

1. Award the bid for RFP 2023-02; and,
2. Authorize the Mayor to execute the Janitorial Services Agreement with Base Hill, Inc. for janitorial services in an amount not to exceed \$69,719.88 annually, for an initial term of two (2) years.

BACKGROUND

In an effort to maintain the health and safety of the public and City staff, the City is responsible for cleaning and sanitizing various City facilities. Certain city facilities are currently serviced by the City's contracted janitorial services team. Those facilities include City Hall 1, City Hall 2, Council Chamber, Public Works Garage, Public Works break room, Community Center, Youth Center and the Preschool building. There is one dedicated City staff member who is assigned to night-time cleaning of the Police Department due to security concerns, as well as park restrooms and the Los Alamitos Museum.

Professional cleaning services include many benefits, including a safer and healthier work and visiting environment, a positive and professional appearance, and long-term cost savings. The current contract for Janitorial Services with Joncowest is set to expire on August 31, 2023. In anticipation of this cessation, City Council considered and approved the release of Request for Proposals (RFP) 2023-02 to solicit bids for janitorial services during the April 2023 meeting.

DISCUSSION

On April 17, 2023, RFP 2023-02 was released and advertised in the newspaper on April 26, 2023, May 4, 2023, and May 11, 2023.

The scope for monthly maintenance services includes but is not limited to the following:

- Clean restrooms, disinfect and replenish supplies
- Clean all floors, dust mop and wet mop floors
- Clean all horizontal surfaces, shelves, desks, cabinets, etc.
- Vacuum all carpets
- Take out trash and replace liners
- Monthly high surface dusting in all buildings
- Indoor window cleaning
- Cleaning glass doors daily
- Restocking of paper towels, toilet paper, hand soap, toilet seat covers and deodorants
- Cleaning of kitchen areas including sinks, wiping down the refrigerator exteriors, counter tops, and walls adjacent to prep areas/sink areas
- Monthly deep cleaning of the large kitchen in the Community Center
- As prescribed, this agreement will provide janitorial services five (5) days a week for all the noted facilities, with the exception of the Community Center. As a result of its heavy and daily usage for classes, community events, and rentals, the Community Center is slated to receive seven (7) day a week service. This schedule is aimed at meeting the demand for services based on the usage of City facilities.

Of the 14 bids received, seven were deemed unresponsive as a result of not meeting the specifications prescribed in the RFP. The seven qualifying bid results for monthly janitorial service costs are provided below:

COMPANY	MONTHLY BID AMOUNT
Base Hill, Inc.	\$5,809.99
Kleaning Krew Co.	\$6,346.00
Coastal Building Services, Inc.	\$6,770.00
Premier Property Preservation, LLC	\$6,849.99
Commercial Building Management	\$8,011.00
Sanbarra Cleaning Services, Inc.	\$10,660.00
New Dawn Cleaning Solutions, LLC	\$52,000.00

As identified in the table above, in addition to being the lowest responsible bidder, staff determined that Base Hill, Inc. is the most qualified contractor to perform the services requested based on: (1) Document Organization and Completeness, (2) Project Team & Resumes, (3) Related Experience and Capabilities, (4) Demonstrated Knowledge/Experience of Public Agencies, (5) References, and (6) Proposed Rates.

This agreement proposes an initial term of two (2) years with the option to extend services at the sole discretion of the City, for a maximum of two (2) – one (1) year extensions.

FISCAL IMPACT

The total monthly cost for this service is \$5,809.99, establishing a maximum annual amount of \$69,719.88. The total two-year contract cost is \$139,439.76. Funding for this contracted

service will be expended out of Account No. 10-541-5260.

- Attachment:
1. Janitorial Services Agreement - Base Hill
 2. Exhibit A - Base Hill Response
 3. RFP 2023-02 - Janitorial Services

JANITORIAL SERVICES AGREEMENT
Janitorial Services (RFP) 2023-02
[Base Hill, Inc.]

THIS JANITORIAL SERVICES AGREEMENT (“Agreement”) is made and entered into, to be effective this day of September 1, 2023 (“Effective Date”), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, (“City”) and BASE HILL, INC. (“Contractor”) a, California Corporation. 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 Janitorial Services including the daily cleaning of specified City offices, buildings, and restrooms.

B. In response to City’s formal Request for Proposals No. 2023-02 (RFP), dated April 17, 2023, Contractor submitted to City a written proposal, dated May 19, 2023, to provide the desired services.

C. City desires to engage Contractor 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 CONTRACTOR

1.1 Scope of Services and Standard of Performance. Contractor shall provide those services set forth in the Janitorial Services Proposal, dated May 19, 2023, 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, subcontractors and subconsultants 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. 2023-02, dated April 17, 2023; 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.

12 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.

13 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.

14 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.

15 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.

16 Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other Contractors, consultants, individuals, 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 rates and charges set forth in the Scope of Services. In no event shall the total compensation and costs payable to Contractor under this Agreement exceed the sum of Sixty-Nine Thousand Seven Hundred Nineteen Dollars and Eighty-Eight Cents (\$69,719.88) annually. 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/her 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.

34 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 an initial period of two (2) years, ending on August 31, 2025, with an option to extend on the same terms and conditions, exercisable at the sole discretion of City, for up to two (2) additional one (1) year periods, ending on August 31, 2027.

4. COORDINATION OF PROJECT SERVICES

41 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: Sunny Kim. 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.

42 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.

43 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.

45 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.)

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.

56 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.

57 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.

58 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.

59 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.

83 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.

84 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.

85 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.

86 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 – Charles Abbott Associates, Inc.

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 & Smart
555 Anton Blvd., Suite 1200
Costa Mesa, CA 92626
mdaudt@wss-law.com

To Contractor:

Sunny Kim
President and CEO
11823 E. Slauson Avenue Suite 3
Santa Fe Springs, CA 90670
sunnykim@basehill.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

By: _____

Tanya Doby
Mayor

APPROVED AS TO FORM.

ATTEST:

Woodruff & Smart, APC

By: _____

Michael S. Daudt
City Attorney

By: _____

Windmera Quintanar, MMC
City Clerk

“Contractor”

Base Hill, Inc.

By: _____

Sunny Kim
President and CEO
sunnykim@basehill.com

By: _____

Kay Van
Treasurer
kayvan@basehill.com

EXHIBIT “A”

1277023.1

BASE HILL

Response to RFP-2023-02 for Janitorial Services for the City of Los Alamitos

Presented to:

Ron Noda
Development Services Director
City of Los Alamitos
rnoda@cityoflosalamitos.org
562-431-3538, ext. 500

Presented by:

Sunny Kim
President and CEO
Base Hill Inc.
sunnykim@basehill.com
213-425-3070 (Office)
213-425-3071 (Fax)

Base Hill, Inc.

Building Maintenance Services

11823 E. Slauson Ave. Suite 3, Santa Fe Springs, CA 90670

(Submitted on 4/6/2023)

BASE HILL

May 19, 2023

Ron Noda
Development Services Director
City of Los Alamitos

Dear Mr. Noda:

Thank you for allowing us to present our formal proposal submitted on behalf of Base Hill Building Maintenance Services in response to the RFP-2023-02 for Janitorial Services for the City of Los Alamitos. We are very pleased to take part in this opportunity to offer our services.

We hereby state that no exceptions are taken to any specification requirements or contract terms and conditions of the RFP-2023-02 for Janitorial Services for the City of Los Alamitos. This proposal is valid for a term of 90 days from the due date of the proposal of May 22, 2023.

We are committed to providing our clients with the highest standards of quality of service. We strive to exceed expectations through our integrity, ethical values and commitment to client satisfaction.

All of us at Base Hill are committed to the execution and success of this proposal if Base Hill is selected as the vendor of your choice.

Please do not hesitate to contact me directly if you should have any question and/or concerns regarding the attached proposal.

In closing, I would like to thank you again for your time and consideration.

Respectfully,



Sunny Kim
President and CEO
11823 E. Slauson Ave. Suite 3 Santa Fe Springs, CA 90670
Cell: 213-235-7722
Fax: 213-425-3071
sunnykim@basehill.com
www.basehill.com

BASE HILL

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BASE HILL

Letter of Transmittal

May 19, 2023

Ron Noda
Development Services Director
City of Los Alamitos

Dear Mr. Noda:

For over 20 years Base Hill has been providing outstanding building and property maintenance services for private properties, commercial facilities, federal, and local governments. The properties we maintain range from large high-rise buildings to smaller private office spaces. Our highly skilled workforce services approximately 2 million square feet every year.

Base Hill is an SBA 8(a), Disadvantaged Business Enterprise (DBE) certified company with many years of management and operation experience, our management team and our company has continued to grow both in size and reputation. We take particular pride in our ability to exceed the highest expectations of our clients.

The company started in September 1982, by the President of Base Hill, Sunny Kim's father Mr. Hong Kim. The company was based out of Long Beach, CA and called Kim's Building Maintenance. In the summer of 2000, Mr. Kim retired. Sunny Kim acquired his father's maintenance company, he named the new company KBM-Jan Point. In the following years Sunny continued to grow the company. The company was incorporated in June 2005 as Base Hill, Inc. with two office locations in Santa Fe Springs and Pomona. Base Hill operates in Southern and Northern California, with a team of 10 office staff and over 50 full and part-time cleaning crews and affiliates.

We believe that we stand above many of the other qualified companies to take on this project for the City of Los Alamitos because we learned from our experience that our hard work can only be elevated by utilizing an excellent method of communication. We constantly strive to have a clear communication to be on the same page with our client that when the service is performed, it will not only be satisfactory to the clients, but it goes beyond their expectation. Thank you for your time to ready this letter in consideration to hire us and work alongside us.

Respectfully,



Sunny Kim
President and CEO

11823 E. Slauson Ave. Suite 3 Santa Fe Springs, CA 90670
Cell: 213-235-7722
Fax: 213-425-3071
sunnykim@basehill.com
www.basehill.com

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Contractor Data

1. Official firm name and address. – Base Hill, Inc., 11823 E. Slauson Ave. Suite 3 Santa Fe Springs, CA 90670
2. Name, address, telephone number and email address of the Proposer's point of contact. – Chase Woo, 11823 E. Slauson Ave. Suite 3 Santa Fe Springs, CA 90670, 714-514-2182, chasewoo@basehill.com
3. Indicate what type of entity (corporation, Contractor, joint venture, etc.). Please enclose a copy of the Joint Venture Agreement if entity is a joint venture. – Corporation
4. Federal Employer I.D. Number. - 20-3390644
5. The address, telephone numbers, and fax numbers of each of your firm's locations. - 11823 E. Slauson Ave. Suite 3 Santa Fe Springs, CA 90670, 213-425-3070, 213-425-3071 (fax)
6. A detailed statement indicating whether Proposer is entirely or partially owned by another business organization or individual. – N/A
7. Number of years Proposer has been in business under the present business name. – 23 years
8. All comparable contracts currently in effect. – City of Pomona, Yorba Linda Water District, City of Highland, City of Westlake Village, US Army 63rd Region 5
9. Please describe areas of specialization provided by the Proposer. – Janitorial services including floor care and all aspects related to facility maintenance services
10. Any failures or refusals to complete a contract and explanation. - None
11. Financial interests in other lines of business. – None aside from janitorial services
12. Known conflicts of interest. - None

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Approach of Delivering Services

Methodology

Base Hill prioritizes communication because we believe anyone can do the work, but if it is to be done in an efficient way and to the client satisfaction, not only initial communication establishment is important, but also constant flowing channel of communication needs to take the place throughout and until the project completion.

Our company will clearly present to our crew what needs to be done at what time. Each crew members will be led by the supervisors assigned to them. The project manager will oversee each supervisors and crew members and become the direct channel for communication for our client, and in this case, the City of Los Alamitos.

Once we are awarded the contract, Base Hill will dedicate a team of supervisors and crew members. There will be back up supervisors and crew members, as well. They have been notified already of what may be assigned to them in the near future, so that they may prepare to clean if the bidding is successful. Additionally, there will be support from the headquarters, especially from the project manager, Chase Woo, for immediate response to any circumstances.

Base Hill is always prepared for ensuring coverage in the event of staff absences (i.e. illness, vacations, and / or terminations). We have a number of supervisors and crew members available to be reallocated into different projects, when the need arises. As you may have observed from the team organizational chart, above, we have back up crews ready at all times.

Our project manager will be aware of the schedules in communication with the City of Los Alamitos, and will arrange, accordingly, so that all gaps will be filled with our manpower to cover for any event or even emergencies. Also, in the case of emergencies, the project managers will be available via cell phone to immediately address the issue on hand.

Furthermore, please, read the documents in the Additional Data section for disinfect and sanitizing specifically for COVID-19, as well as for other sample products. Our company has already been providing a variety of disinfecting and sanitizing service for COVID-19 to many clients as we always challenge ourselves to meet the need of others when it comes to our industry services, not to mention them being part of our regular cleaning performance.

Base Hill Quality Control Manager and Supervisor/Crew Leader will ensure that all cleaning standards are up to par with City of Los Alamitos. Before the contract start date, the Project Manager and Quality Control Manager will lead a meeting with all site staff to ensure that everyone knows what is type of quality is expected and what is expected from the different

BASE HILL

levels of services. The Site Supervisor will be collecting weekly/monthly QC reports to Project Manager for any follow-ups and rectifications.

All Base Hill personnel undergo extensive training in the use of equipment, product safety, and security measure. Employees undergo training based on the Worker Occupational Safety and Health Training and Education Program (WOSHTEP). Under the Commission on Health and Safety and Worker's Compensation of the State of California. In addition to WOSHTEP safety standards and OSHA safety standards.

Training Covers:

- Correct use of cleaning products.
- Correct use of cleaning machines/equipment.
- Carpet care and cleaning.
- Hard floor surface care and cleaning.
- Toilet/Restroom cleaning practices.
- Hygiene and infection control.
- Identifying potential hazardous issues.
- Dust control.
- Utility conservation.
- Waste management.
- Use of Personal Protective Equipment (PPE).

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Service Delivery

As we perform our duties, we understand that there are some things that needs more attention than others. Thus, we will do our best to emphasize to the crew, the following:

Base Hill cleaning crew will be supervised to make reports on a monthly basis on the status of the supplies to make sure that we can refill all necessary products such as soap, toilet paper, feminine products, etc.

When removing trash, recycling bins through the buildings will be identified to be properly collected and removed to a designated disposal area. Same will be done for the solid waste collection. We will not empty personal recycle containers at workstations, while emptying out large trash and recycling containers from all areas.

Wood Paneling shall be located to make sure that they are free of dirt, dust, streaks, and spots. All the metals surfaces will be polished to maintain a lustrous appearance. Our company has the full capacity to do the annual, biannual, and quarterly periodic work including the windows, floor strip/wax, and carpet shampoo cleaning.

We have provided the cleaning products sample, and as you can see, we use products that are environmentally friendly. We, also, will emphasize disinfecting the facilities, as we would like to take greater caution to prevent COVID-19.

Our staff will wear uniforms/vests with logo at all times. Also, they will take all precautions to be least possible disruptive to the public, tenants and/or City of Los Alamitos employees.

When there are any malfunctions, the crew will be trained to report the issues to Facility Supervisor/Manager, immediately. We value communication as one of the top priority values in our company, thus, we will be in constant communication via the project manager. Whenever, there is a need, we will be there for it. Furthermore, to help our staff even more, we have distributed the provided work of scope in advance.

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Contractor Profile

Profile of Firm

For over 20 years Base Hill has been providing outstanding building and property maintenance services for private properties, commercial facilities, federal, and local governments. The properties we maintain range from large high-rise buildings to smaller private office spaces. Our highly skilled workforce services approximately 2 million square feet every year.

Base Hill is an SBA 8(a), Disadvantaged Business Enterprise (DBE) certified company with many years of management and operation experience, our management team and our company has continued to grow both in size and reputation. We take particular pride in our ability to exceed the highest expectations of our clients.

Brief History

The company started in September 1982, by the President of Base Hill, Sunny Kim's father Mr. Hong Kim. The company was based out of Long Beach, CA and called Kim's Building Maintenance. In the summer of 2000, Mr. Kim retired. Sunny Kim acquired his father's maintenance company, he named the new company KBM-Jan Point. In the following years Sunny continued to grow the company. The company was incorporated in June 2005 as Base Hill, Inc. with two office locations in Santa Fe Springs and Pomona. Base Hill operates in Southern and Northern California, with a team of 10 office staff and over 50 full and part-time cleaning crews and affiliates.

Mission Statement

Base Hill is dedicated to the highest ideal of customer satisfaction by providing an outstanding service product to not only meet but exceed our client's expectation of a clean and healthy work environment.

Vision Statement

We are constantly working to establish ourselves as the most respected and sought-after cleaning company. We seek to build a partnership philosophy based on solid and trusting relationships with our clients.

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Values

- **Respect** - we hold our clients and employees in the highest regard. We value our employees as our most important client, so they will treat each company they service as their most important customer.
- **Integrity** - the foundation and philosophy our company is built upon.
- **Responsibility** - your satisfaction is our satisfaction. We strive for openness and do what we say we will do.

Staffing

All Base Hill personnel are thoroughly screened, trained, and qualified. All personnel undergo criminal background checks and are screened for any health issues and concerns. We will adjust manpower according to the need, as the evaluations are made.

Training

Base Hill employees are trained in providing top tier cleaning service. Employees are trained from hire on cleaning practices, methods, and efficiency. During training and pre-performance meetings, employees go through a step-by-step process of defining and detailing each task associated with their responsibility. Re-fresher training course is applied to employees yearly and when deficiencies arise. All janitorial crew members will be cross-trained to ensure availability of crew member to compensate for any time-off, vacation, and medical leave.

Security

All Base Hill will abide by the agency's standard for background check, especially for security sensitive areas. All staff will be wearing company vests for easy identification in the midst of a group of people or in an open environment. Furthermore, the name badges will be worn for specific needs of an individual's identity.

Finance and Stability

Base Hill's revenue has been always growing in spite of even the difficulties of Covid-19 era. Thus, our company also has sufficient capacity and resources to take on this project successfully. Base Hill has no lawsuit, litigation, or conflict of interest in last five years. Also, our company does not have a project where claims or settlements were paid by us or the insurers.

BASE HILL

Daily Verification, Inspection, and Management

The supervisor will be responsible for having all the checklist ready, which will be reflected on the weekly and monthly QC report. Aside from the regular reports, the project managers and the QC managers will be making random visits to make sure the supervisors and the crew members are continually performing at their best in all kinds of circumstances.

Periodic Service Scheduling and Quality Control

The periodic service will be scheduled by the project manager with the City of Los Alamitos. Once the date is set for a specific service on a specific location, the project manager will be in communication with the supervisor and the crew members to perform the task. For each completion, pictures and videos will be taken by the supervisors and sent to the project managers and the City of Los Alamitos for verification of quality.

Location of Principal Office

11823 E. Slauson Ave. Suite 3 Santa Fe Springs, CA 90670

BASE HILL

Professional Qualifications and Resumes

Sunny Kim

11823 Slauson Avenue, Suite 3, Santa Fe Springs, CA 90670 | 213-425-3070 | sunnykim@basehill.com

President and CEO

Number of Years in Classification: 25, Number of Years with Firm: 20

Brief Summary of Professional Experience

Providing janitorial services for private companies and governments including carpet shampoo, floor care, window cleanings, and day porter services in overall building care.

Education

B.A | DEC, 1998 | CALIFORNIA STATE UNIVERSITY, LONG BEACH

- Bachelor in Business Administration, concentration on Finance

Skills & Abilities

CERTIFICATIONS

- 8(a) Certificate – Issued by US SBA for Disadvantaged Minority Business (June 2014-Current) Firm ID#: 306291
- DBE Certificate – Issued by California State, Disadvantaged Business Enterprise (Dec. 2017-Current) Firm ID#: 44399, California Unified Certification Program (CUCP).
- Janitorial Service Training Certificates area issued by Stover & Associates, Inc.
 - Understanding the request for proposal, 3/8/2017
 - How to Qualify for the GSA Schedule, 3/22/2017
 - Developing the Technical & Past Performance, 3/13/2017
 - Federal Contract Basics, 3/9/2017

Experience

- US Air Force Base, Fairbanks, Alaska – Janitorial Service, Contract ID # FA500418C004 \$617,564/5Yrs (April 2018-Current)
- FAA, Air Traffic Control Tower, Klamath Falls, Oregon – Janitorial Service, Contract ID #: DTFASA17C00343, \$44,100/5Yrs Current
- United States Army Recruiting Office, Berkeley, California – Janitorial Service, Contract ID #: W9123818P0031, \$5,520/Yrs (April 2018 – Current)
- DOT, Cal Trans, Los Angeles, California – Janitorial Service, Contract ID #: 0713000013, \$4,920/Year (Oct. 2014 – Current)

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Sang Woo (Chase Woo)

11823 Slauson Ave., Suite 3, Santa Fe Springs, CA 90670 | 213-425-3070 | chasewoo@basehill.com

Project Manager

Number of Years in Classification: 3, Number of Years with Firm: 3

Brief Summary of Professional Experience

02'-13' Executive Assistant (Cru)

13'-17' Executive Assistant (Datassential)

19'-Present' Project Manager (Base Hill)

Education

B.S. | JUNE, 01' | UNIVERSITY OF CALIFORNIA, IRVINE

- Bachelor in Information and Computer Science
- Minor in Japanese

Experience

- 2019 – Present, Base Hill, Project Manager
 - Responsible for securing contracts over \$500k+
 - Manage client base in private sector, local and federal government contracts
 - Develop B2B relationships
- 2013 – 2017, Datassential, Los Angeles CA, Executive Assistant to the Executive Chairman
 - Project management (Website development, mobile app development, building purchase, tech event, political event, etc.)
 - Administrative management (Filing and organizing executive documents, digitizing documents especially for the Board of Directors, etc.)
 - Executive schedule management (Contacting and scheduling clients and prospects, coordinating with the Chairman to execute each schedule, etc.)
 - Team management (Sales report audit, executive communication to managers, etc.)
 - Building management (Executive office in Los Angeles)
 - IT support (Resolving hardware/software/networking issues related to the Chairman's needs)
- 2002 – 2013, Cru, Los Angeles CA, Executive Assistant to the National Director
 - Executive / Operation director of annual conference (coordinating for 3,000+ attendee)
 - Editor-in-Chief for annual conference publication (English and Korean)
 - Public relations director of annual conference
 - Staff training executive director (GCTC)
 - Overseas summer project director

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Examples of Services and References

City of Pomona

Period of performance: 10/01/2022 – 09/30/2025

Total Value: \$445,600.42

Description of services: Full janitorial services for police department, public works, transit center, etc..

Matthew Sampson
Facilities Maintenance Supervisor
505 South Garey Ave.
Pomona, CA 91766
909-620-2311
Matthew.Sampson@pomona.gov

City of Highland

Period of performance: April 2019 – Current

Total Value: \$87,690

Description of services: Full janitorial services for city hall, police department, public works, city parks, etc..

Jim Richardson
Public Works Manager
City of Highland
27215 Baseline St
Highland, CA 92346-312
909-863-0284 x101
jrichardson@cityofhighland.org

Yorba Linda Water District

Contract: 01/04/2020 – 01/03/2023; 01/04/2023 – 01/03/2026

Total value: \$127,152; \$221,133

Description of services: Full Janitorial Services including carpet shampoo, strip & wax floors, and window services.

Freddie Ojeda
1717 E. Miraloma Ave.
Placentia, CA 92870
714-231-0264
fojeda@ylwd.com

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City of Westlake Village

Contract: 11/01/2020 – 11/01/2023

Total value: \$ 286,340.76

Description of services: Full Janitorial Services including carpet shampoo, strip & wax floors, and window services.

Tim Iverson

31200 Oak Crest Dr.

Westlake Village, CA 91361

818-706-1613

tim@wlv.org

US ARMY 63RD READINESS DIVISION REGION 5 JANITORIAL

Contract: W9127S-19-Q-0045 (01/01/2020 – 12/31/2022)

Total Value: \$7,500,000.00

Area: Approximately 1,209,200 Sqft

Description of services: Managing and providing full janitorial services and floor care for US Army Base facilities located throughout Southern CA.

Matthew Buretz

714-428-7250

matthew.m.buretz.civ@mail.mil

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Cost Proposal

Exhibit A

SECTION F PROPOSAL SCHEDULE

REQUEST FOR PROPOSAL (RFP) 2023-02 JANITORIAL SERVICES FOR CITY FACILITIES IN THE CITY OF LOS ALAMITOS, CALIFORNIA

Schedule A

LOCATION	SQUARE FOOTAGE	FREQUENCY PER WEEK	MONTHLY RATE
City Hall 1	2,280	5	\$600.35
City Hall 2	2,256	5	\$600.35
Council Chamber	1,920	5	\$397.48
Community Center	8,956	7	\$2,088.06
The Youth Center	3,419	5	\$735.60
Public Works Breakroom	1,800	5	\$329.86
Public Works Garage Offices	1,600	5	\$296.05
Preschool Building	1,100	5	\$262.24
TOTAL			\$5,309.99

The Company 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 A Total: \$ 5,309.99

Schedule B

LOCATION	FREQUENCY	MONTHLY RATE
Community Center – Large Kitchen Deep Cleaning	Once a month	\$500
TOTAL		\$500

The Company 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 B Total: \$ 500

BASE HILL

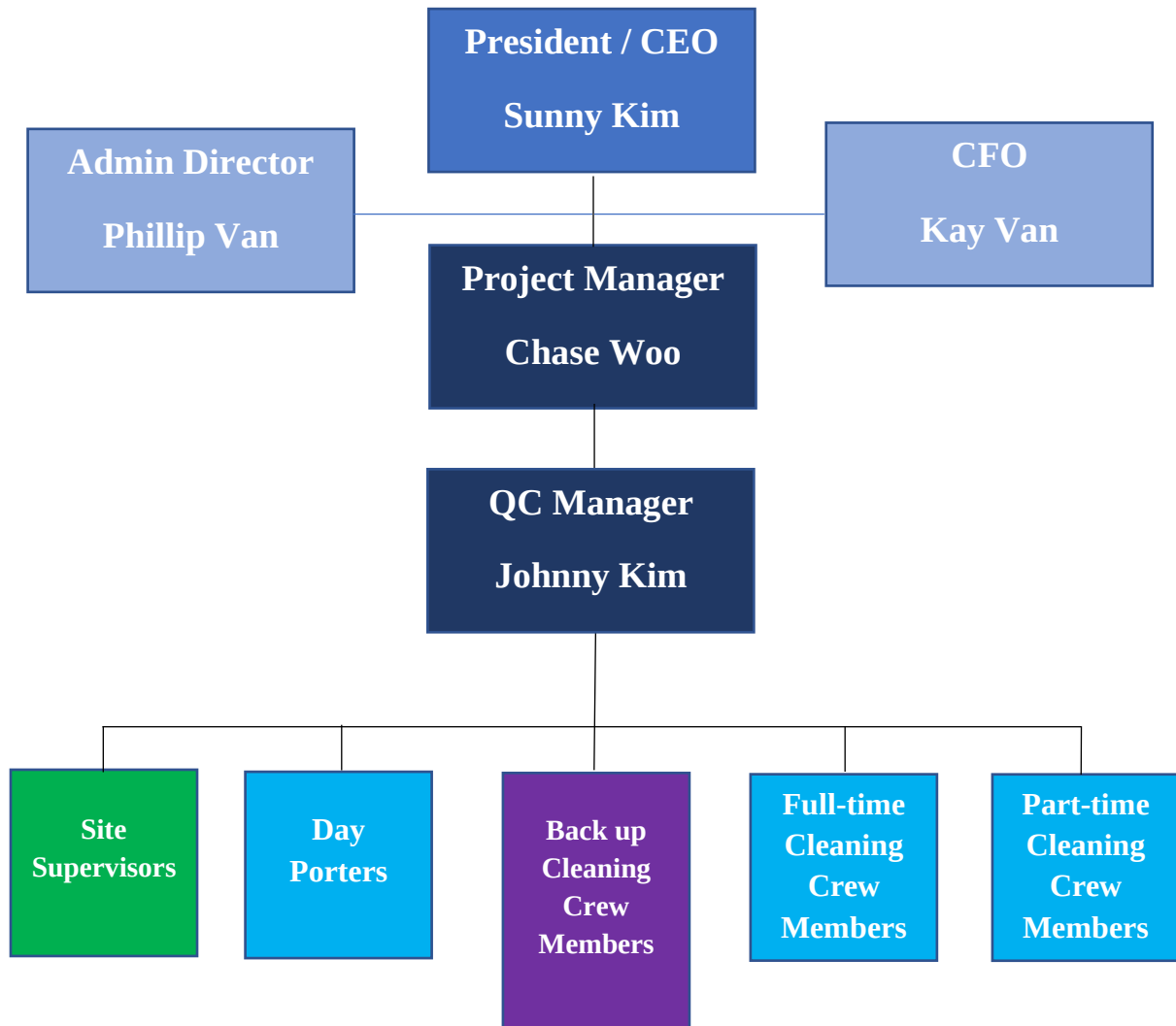
Proposal Schedule A & B Total (in word): Five Thousand Eight Hundred Nine Dollars
And Ninety Nine Cents

Base Hill, Inc., Sunny Kim 05/19/2022
Company Name of Proposer **Date**

BASE HILL

List of Personnel

Team Organizational Chart



Point of Contact

- President and CEO – Sunny Kim (cell: 213-235-7722, sunnykim@basehill.com)
- Project Manager – Chase Woo (cell: 714-514-2182, chasewoo@basehill.com)

BASE HILL

Additional Data

Base Hill, Inc. 11823 Slauson Ave., Suite 3, Santa Fe Springs, CA Tel: (213) 425-3070 Fax: (213) 425-3071

COVID-19 Disinfectant Cleaning Guide

At Base Hill , our highest priority is to serve people with our best. That is why our standard and goal for cleaning services are beyond expectation. Also, that is the reason why we have taken some meticulous steps to respond to COVID-19.

We observed the COVID-19 situation, closely, and followed CDC and WHO guidelines and recommendations on what actions can be taken to prevent the spread of the virus.

To be more specific, we utilize Sodium Hypochlorite, under the recommendation of both CDC and WHO, to help prevent the infiltration of COVID-19, not to mention the usage of all the other products at our disposal for disinfecting purposes.

We can assure you that all cleaning staff have been thoroughly and properly instructed to take extra precaution and disinfect all areas, especially focusing on the high traffic and touch sensitive areas: Including office areas, admin areas, class rooms, restrooms, kitchen area, breakroom areas, etc..

We also emphasized to the staff to include all furniture, countertops, and fixtures (e.g., partitions, hand railings, light fixtures, grills, ledges, sills, walls, doors, glass in partitions and doors, telephones, miscellaneous hardware, and bright metal work). We will reach up to a maximum height of 7 feet above the floor level and more if special needs are in the scope.

Cleaning staff wear disposable gloves and other applicable PPE for all tasks in the cleaning process including trash handling.

As you may have noticed by now, Base Hill will continue to do our best to maintain our client's environment clean and safe, until and after the COVID-19 situation will subside.



Sunny Kim
President

Base Hill, Inc.
11823 E. Slauson Ave. Suite 3
Santa Fe Springs, CA 90670
Tel: 213-425-3070



BASE HILL

Base Hill, Inc. 11823 Slauson Ave., Suite 3, Santa Fe Springs, CA Tel: (213) 425-3070 Fax: (213) 425-3071

COVID-19 Disinfection Work Scope

At Base Hill, our highest priority is to serve people with our best. That is why our standard and goal for cleaning services are beyond expectation. Also, that is the reason why we have taken some meticulous steps to respond to COVID-19. We observed the COVID-19 situation, closely, and followed CDC and WHO guidelines and recommendations on what actions can be taken to prevent the spread of the virus.

Here are some of the major areas that we focus on:

Touch-sensitive Areas

- Door knobs
- Door handles
- Door glasses
- Horizontal surfaces
- Telephone
- Keyboard
- Mouse
- Sink faucets
 - Inside of breakrooms
 - Inside of kitchnettes
 - Inside of restrooms
- Dispensers
 - Soap dispensers
 - Paper towel dispensers
 - Toilet paper dispensers
- Tables or desks

- Chairs
- Counter tops
- Vending machines
- Drinking fountain handle
- Summary: Any area that human touch may be applied

Hard-to-reach Areas*

- Under the chairs, desk, etc.
- Corners
- Walls

External Surface*

- Building
- Trailer
- Other kinds of vehicles

*We use Air Jet Sprayer to cover hard-to-reach areas and external surfaces, when our clients choose the option for increased price.

We look forward to serving you by helping to make your work or designated location(s) a safer place.

Sunny Kim
President

Base Hill, Inc.
11823 E. Slauson Ave. Suite 3
Santa Fe Springs, CA 90670
Tel: 213-425-3070

BASE HILL

Sample ID Badge



Equipment and Uniform



BASE HILL

Statement Regarding Insurance

Base Hill has and will provide the insurance proof of coverage when the contract is awarded.

Transition Period

The project manager dedicated to the City of Los Alamitos is Chase Woo. His workload will be adjusted accordingly once we are awarded the contract from the City of Los Alamitos. Other staff such as supervisors and the crew members will be fully dedicated to the hours for this project once confirmed. We prepare ourselves to always have supervisors and crew members available for times of emergency and times when there are needs for back up manpower.

Once the award letter is received, Base Hill will schedule a meeting with the staff member in the City of Los Alamitos to do a thorough walkthrough of the site, this time with the supervisor and the crew members. Then, our team will go through the scope and the schedule in a meeting.

When the supervisor leads the crew to clean on site, the project manager and the QC manager will keep a close watch to make sure that there is a smooth transition during the first month. Even when things are set and possible complaints from the client are all taken care of, the project manager will continue to communicate proactively with the staff members to make sure that the cleaning is above and beyond the standard.

As you may hear from our other clients through the reference checking process, we are quick to respond when issues arise, even non-emergency cases. And we will always do our best to make sure a constant and clear communication is present throughout the period where the contract is in effect.

BASE HILL

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City of Los Alamitos



**Request for Proposal (RFP) 2023-02
Janitorial Services for City Facilities
FOR**

Development Services Department

Attn: Ron Noda
Development Services Director
3191 Katella Avenue
Los Alamitos, California 90720
(562) 431-3538, extension 500
(562) 493-1255 Fax
Email: rnoda@cityoflosalamitos.org

DATED: April 17, 2023

Deadline/Bid Opening Date:
Must be received by 10:00am
Thursday, May 18, 2023
RFP Available at <http://www.cityoflosalamitos.org>

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SECTION A
NOTICE INVITING SEALED BIDS

JANITORIAL SERVICES FOR CITY FACILITIES
REQUEST FOR PROPOSAL (RFP) 2023-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

**NOTICE INVITING PROPOSALS
CITY OF LOS ALAMITOS
Development Services Department**



NOTICE OF REQUEST FOR PROPOSALS 2023-02

Sealed proposals will be received at the office of the City Clerk of the City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, California 90720 until 10:00 AM on Thursday, May 18, 2023.

JANITORIAL SERVICES FOR CITY FACILITIES PROPOSAL

Proposals must be submitted on the City's Request for Proposal Forms and submitted in sealed envelopes marked on the outside, **"SEALED PROPOSAL FOR JANITORIAL SERVICES FOR CITY FACILITIES RFP 2023-02. DO NOT OPEN WITH REGULAR MAIL."**

The contract will consist of janitorial services for specified City facilities, as described in the scope of work herein.

City of Los Alamitos
Ron Noda
*Deputy City Manager/Development Services
Director*
3191 Katella Avenue
Los Alamitos, CA 90720

*Request for Proposal 2023-02
Janitorial Services
City of Los Alamitos*

**SECTION B
PROPOSAL RESPONSE REQUIREMENTS**

**JANITORIAL SERVICES
REQUEST FOR PROPOSAL (RFP) 2023-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

**JANITORIAL SERVICES
REQUEST FOR PROPOSAL (RFP) 2023-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

SECTION I – PROPOSAL REQUIREMENTS

Proposal Response Requirements

The purpose of this Request for Proposal (RFP) is to solicit and select contractor(s) to provide contract janitorial services for certain City facilities to include: City Hall 1, City Hall 2, Council Chamber, Community Center, Youth Center, Public Works breakroom, Public Works garage offices and the Preschool building. Please note, this will exclude the Police Department building. Under the direction of the Development Services Department, the selected contractor would serve in the described capacity.

All services provided by the Contractor(s) shall be performed by individuals that meet the qualification, standards, and requirements for the position. The successful Contractor(s) shall also have the resources to provide effective and timely services including providing customer service to the City of Los Alamitos.

Proposers are required to complete a job walk site visit with City staff prior to the submittal deadline (appointment required). Job walks can be scheduled to take place between Monday, April 24, 2023 through Monday, May 8, 2023. To schedule a time and date, please contact Management Analyst Michelle Muller via email at mmuller@cityoflosalamitos.org.

Responses must conform with the requirements of this RFP. The City reserve the right to waive any irregularity, informality or error in any proposal or in the RFP process or to reject any proposal, which does not comply with this RFP. All services provided by the Contractor shall be performed by individuals, who meet the qualification, standards, and requirements for the position. The successful Contractor(s) shall also have the resources to provide effective and timely services including providing customer service to the City of Los Alamitos.

Proposers shall submit Proposal on or before the Submittal Deadline. If discrepancies are found between the copies, or between the original and copy or copies, the “ORIGINAL” will provide the basis for resolving such discrepancies. If no document can be identified as original bearing original signatures, Proposer's Proposal may be rejected at the discretion of the City.

Please submit two (2) originals and one (1) Microsoft Word or PDF digital version on a flash drive of the Proposal, in a sealed envelope and submitted to the following address:

**City of Los Alamitos
Attn: Ron Noda
Deputy City Manager/Development Services Director**

*Request for Proposal 2023-02
Janitorial Services
City of Los Alamitos*

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3191 Katella Avenue
Los Alamitos, CA 90720

Proposals must be prepared in conformance with the *Section I – Proposals Requirements*, and submitted in a sealed and plainly marked envelope on the outside:

**“SEALED PROPOSALS FOR REQUESTS FOR PROPOSALS (RFP) 2023-02
JANITORIAL SERVICES FOR CITY FACILITIES. DO NOT OPEN WITH
REGULAR MAIL.”**

Proposals sent by telephone, e-mail or facsimile, will not be accepted. It is the sole responsibility of each proposer to ensure that its proposal reaches the City by the time and date specified. Once opened, all responses become public record and will be available to the public for review. Cost incurred by the Proposer in the preparation of the response to this RFP, is the sole responsibility of the respondent, and will not be reimbursed by the City.

It is imperative that all Contractor(s) responding to the RFP comply exactly and completely with the instructions set forth herein. Proposals must be concise but with sufficient detail to allow accurate evaluation and comparative analysis. Proposals should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the proposal. Proposal should be concise and be able to properly convey all information.

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from the proposers. The City reserves the right to waive any irregularity, informality or error in any proposal or in the RFP process, or to reject any proposal, which does not comply with this RFP. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

All requests for information (RFI's) shall be submitted to the City no later than Wednesday, May 10, 2023 at 10 a.m.

Withdrawal of proposals shall not be permitted for a period of sixty (60) days after the date set for the opening thereof. The City reserves the right to reject any and all proposals.

Section II – Additional Proposal Response Requirements

A: Letter of Transmittal

Please include a brief introduction and history of your firm. Be sure to state why you believe that your firm is the best qualified to provide such services to the City of Los Alamitos.

B: Contractor Data

*Request for Proposal 2023-02
Janitorial Services
City of Los Alamitos*

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Please submit the following information:

1. Official firm name and address.
2. Name, address, telephone number and email address of the Proposer's point of contact.
3. Indicate what type of entity (corporation, Contractor, joint venture, etc.). Please enclose a copy of the Joint Venture Agreement if entity is a joint venture.
4. Federal Employer I.D. Number.
5. The address, telephone numbers, and fax numbers of each of your firm's locations.
6. A detailed statement indicating whether Proposer is entirely or partially owned by another business organization or individual.
7. Number of years Proposer has been in business under the present business name.
8. All comparable contracts currently in effect.
9. Please describe areas of specialization provided by the Proposer.
10. Any failures or refusals to complete a contract and explanation.
11. Financial interests in other lines of business.
12. Known conflicts of interest.

C: Proposal

The proposal shall clearly address all of the information requested herein. To achieve a uniform review process and obtain the maximum degree of comparability, it is required for the proposal to be organized, and contain all information as specified below:

1. Letter of Introduction, to include an understanding of the scope of services.
2. The firm's approach to delivering the scope of services.
3. Brief Contractor profile and number of years the firm has been in business.
4. Location of principal office that will be responsible for the implementation of any contracts.
5. Description of the professional qualifications of the personnel who will be assigned to work in the City of Los Alamitos. While the Contractor(s) may propose any staffing scenario to effectively perform the services, the proposal shall identify the key personnel who will be assigned to perform the services and how, where, and when those services will be provided.
6. Provide the name, title, experience, qualifications, discipline and resume of the personnel who will be assigned to the City, including any sub-Contractors. Indicate the number of persons for each position, including their availability and time commitment and other resources proposed to provide services to the City of Los Alamitos, to fulfill the desired level of services reflected in the Scope of Services.

7. Provide examples of services or projects that the firm/Contractor and Staffing Team Members are successfully working on or have completed, with preference to those assignments that have been completed within the past 5 years.
8. Five references to include: entity name, contact name, address and phone number of the organization, length of time services were provided, and a description of the services provided.
9. Cost Proposal (including hourly rate) for Services. The method of payment upon negotiation of an agreement shall be monthly payments based upon satisfactory process and the submission of requests for payments. This should include hourly billable costs of each team member; project manager, associate and various titles.
10. Accurate list of all personnel who have any relationship to work performed within the scope of this Agreement. List data shall indicate personnel by building(s) in which they are assigned to work, and must include full names.
11. Any other information, which should be considered, such as any special services or construction management philosophy, which define your firm's practices.
12. If contracted in the future, the firm will be required to have commercial general liability insurance including liability at a minimum of one million per occurrence, automobile liability insurance, and worker's compensation. The proposal shall state whether the firm could provide such insurance proof of coverage at time of any contract execution.
13. The firm will be required to have and provide proof of insurance and indemnify the City in accordance with the City's insurance requirements. **The proposal shall state that such insurances will be in force at time of contract execution.**
14. Examples of Work – Provide examples of services or projects that the firm/Contractor and the Staffing team members are successfully working on or have completed, with preference to those assignments that have been completed within the past 5 years.
15. Provide a list of five (5) reference who may be contacted to discuss their experience working with the firm/Contractor on similar services. Please provide contact information including Organization, Name, Title, Address, Phone Number, E-mail, Description of Services Provided and Date of Completion.
16. Proposer shall describe the steps to be taken during the transition period from the existing provider prior to the start of the contract period. The Proposer should provide examples where the Contractor has made a similar transition from another contract provider and the methods that the Contractor utilized in achieving this transition.

The City of Los Alamitos reserves the right to accept or reject any and all proposals, or any portion of any proposal, or to waive any irregularities or informalities in the proposal or in the proposal process, or to make the award on the basis of that item or combination or items which, in its opinion, serves the best interest of the City. Services shall not commence until the Janitorial Services Agreement is executed by the City. Responses to this Request for Proposal become the

property of the City.

Section III - General Conditions

3.1 Authorized Signatures

Every Proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the City, any agent submitting a Proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the Proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the Proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the Proposal, the Proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation.

3.2 Award of Proposal

Award will be made to the Proposers offering the most advantageous Proposal after consideration of all criteria set forth in this RFP. The criteria are not listed in any order of preferences. An Evaluation Committee will be established by the City. The Committee will evaluate all Proposals received in accordance with the Evaluation Criteria. The City reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and evaluation scores will not be released until after award of Request for Proposal. The City shall not be obligated to accept the lowest priced Proposal but will make an award in the best interests of the City after all factors have been evaluated.

Discussions may, at the City's option, be conducted with responsible Proposers who submit Proposals determined to be potentially selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of Proposals. In conducting discussions, the City will not disclose information derived from Proposals submitted by competing Proposers.

3.3 Cancellation of Solicitation

The City may cancel this solicitation at any time.

3.4 Compliance with Laws

All Proposals shall comply with current federal, state, and other laws relative thereto.

3.5 Contract Documents, Examination Of

It is the responsibility of the Proposer to thoroughly examine and be familiar with these RFP documents, general conditions, all forms, specifications, and addenda (if any), referred

to as Contract Documents. Proposer shall be satisfied as to the character, quantity, and quality of work to be performed and materials, labor, supervision, necessary to perform the work as specified by the Contract Documents. The failure or neglect of the Proposer to examine the Contract Documents shall in no way relieve them from any obligations with respect to the solicitation or contract. The submission of a Proposal shall constitute an acknowledgment upon which the City may rely that the Proposer has thoroughly examined and is familiar with the Contract Documents. The failure or neglect of a Proposer to receive or examine any of the Contract Documents shall in no way relieve them from any obligations with respect to the Proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

3.6 Costs

The City is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the Proposal or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. No reimbursable cost may be incurred in anticipation of award.

3.7 Disqualification of Proposer

If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider Proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one Proposal for the same work unless alternate Proposals are called for. Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider Proposals from participants in such collusion. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.

3.8 Interpretation of Request for Proposals

City reserves the right to make corrections or clarifications of the information provided in this RFP. If any person is in doubt as to the true meaning of any part of the specifications or any contract documents, or finds discrepancies or omissions in the specifications, he or she may submit to the City a written request for an interpretation or correction. The written request for clarifications shall be submitted no later than Monday, May 01, 2023 at 10 a.m. Oral statement(s) interpretations or clarifications concerning meaning or intent of the contents of this RFP by any person are unauthorized and invalid.

Requests for Interpretations (RFI's) shall be made in writing and delivered to the Development Services Department via email at mmuller@cityoflosalamitos.org. The requesting party is responsible for prompt delivery of any requests.

When the City considers interpretations necessary, interpretations will be in the form of an addendum to the Contract Documents, and when issued, will be sent as promptly as is

practical to all parties recorded by the City as having received Contract Documents. All such addenda shall become a part of the contract. It is the responsibility of each Proposer to ensure the City has their correct business name and address on file. Any prospective Proposer who obtained a set of Contract Documents is responsible for advising the City that they have a set of Contract Documents and wish to receive subsequent addenda.

3.9 Irregularities

City reserves the right to waive non-material irregularities if such would be in the best interest of the City as determined by the City Council.

3.10 Pre-Contract Costs

The City shall not be responsible or liable for any pre-contract costs incurred by the firm responding to this RFP and/or participating in the selection process.

3.11 Non-Exclusive Contract

The successful Proposer will enter into a non-exclusive contract and the City reserves the right to enter into agreements with other firms for services.

3.12 No Obligation

The release of this RFP does not obligate nor compel the City to enter into a contract or agreement.

3.13 Offers of More Than One Price

Proposers are NOT allowed to submit more than one Proposal.

3.14 Proposal, Rejection Of

The City reserves the right to reject any or all Proposals or any part of a Proposal. The City reserves the right to reject the Proposal of any Proposer who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due the City.

3.15 Proprietary Information

Proposal must **NOT** be marked as confidential or proprietary. City may refuse to consider a Proposal so marked. Information in Proposals shall become public information and is subject to disclosure laws.

3.16 Severability

If any provisions or portion of any provision, of a contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

3.17 Sub-Contractor Information

If the Proposal includes the use of Sub-Contractors, Proposer must identify Sub-

Contractors and the specific requirements of this RFP for which each proposed Sub-Contractors would perform services.

3.18 Sub-Contractor References

For all Sub-Contractors that will be used on this project, Proposers must provide a minimum of three references from similar projects performed for any local government clients within the last three years. Information provided shall include:

A. Client name

A. Project description

B. Dates (starting and ending)

C. Technical environment

D. Staff assigned to reference engagement that will be designated for work per this RFP

E. Client project manager's name and telephone number.

3.19 Terms of An Offer

The City reserves the right to negotiate final contract terms with any selected Proposer. The City's standard form Janitorial Services Agreement shall be used, and includes other provisions not described here. A standard Janitorial Services Agreement is attached for reference. Please review this very carefully and note in the body of your response any exceptions or alterations to the agreement. Alterations or changes to the agreement which were not in the Contractor's proposal will not be made after the selection of the Contractors. This includes alterations, exceptions, or changes to the insurance and indemnity provisions. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: any executed contract, the RFP, any modifications and clarifications to the awarded Proposer's Proposal, and the awarded Proposer's Proposal. Specific exceptions to this general rule may be noted in an executed contract. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the Proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the Proposal.

3.20 Withdrawal of Proposal

Proposers' authorized representative may withdraw Proposals only by written request received by the City Manager before the Proposal Submittal Deadline.

SECTION C
BACKGROUND AND PROJECT EXPECTATIONS

JANITORIAL SERVICES
REQUEST FOR PROPOSAL (RFP) 2023-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

**JANITORIAL SERVICES
REQUEST FOR PROPOSAL (RFP) 2023-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

4.0 BACKGROUND AND PROJECT EXPECTATIONS

The City is requesting the services of a janitorial Contractor, which specializes in providing cleaning services for various facilities owned and operated by the City of Los Alamitos. The objectives of the City are to secure a timely, consistent, and cost-effective janitorial service agreement, to ensure clean and safe office facilities for employees and customers doing business with the City.

The City has eight City buildings, which require routine cleaning of offices and restrooms, including carpet vacuuming, window cleaning, dusting, moping, trash take-out and replace liners and the replenishing of toiletries daily. Those building include the following:

City Hall 1, City Hall 2, Council Chamber, Community Center, Youth Center, Public Works breakroom, Public Works garage offices and the Preschool building.

The work covered in these specifications includes furnishing all labor, equipment, some supplies and supervision necessary for complete janitorial services. It shall be understood that in addition to these services, all tasks incidental to cleaning functions not specifically listed but normally included in the general janitorial practices will be provided.

The City supports the use of non-hazardous cleaning agents and other safety and environmentally conscious practices. The City will consider innovative solutions and alternatives that will best accomplish the desired outcome.

The Contractor shall provide an equipment inventory list, identifying all equipment by age and condition to provide the services required by this contract. Contractor shall furnish and keep in good working order all necessary tools, equipment and supplies, including, but not limited to, carpet cleaners, stripper and waxes, soaps, cleaners, mops, brooms, buffers, ladders, hoses, HEPA vacuum cleaners, trash liners, cleaning rags, and all other cleaning equipment. The City reserves the right to inspect equipment to be used to perform this contract. Any equipment determined to be in poor condition must be replaced immediately, at the contractor's expense. Failure to provide suitable equipment for carrying out all requirements of this contract may be grounds for termination.

The contractor shall render the City facilities clean, defined as "free of dirt, pure, spotless, sanitary, sterile, and uncontaminated." This includes timely removal of trash, dirt, dust, cobwebs and other waste.

The selected Contractor will be required to have well-trained staff throughout the term of this Agreement, and must have all their employees cleaning City property/buildings undergo a recently completed background check provided by the employer – the City may request copies of the background checks conducted at its discretion, and shall be made available within 30 days of the request. Requests not fulfilled within the specified period are subject to liquidated damages.

Changes in the areas serviced and/or specifications may be necessary during the term of this agreement. Changes in the contract and corresponding changes in compensation may be implemented upon mutual written agreement of the City and the Contractor. The City reserves the right to add or delete services at any time with 30 days written notice to vendor. If services are requested, the vendor is required to provide a cost estimate detailing them as an attachment to the proposal along with prices, where applicable, which may be offered as an addendum for the term of this contract agreement.

City reserves the right to deduct from the payments due or to become due to the Contractor for deficient performance. The amount of such deductions will be based on the value and extent of the unsatisfactory work. A copy of the City inspection record for the facility, with associated deduction calculation will be furnished to the Contractor prior to a deduction being made. All work determined by the City to be defective or deficient in any of the requirements shall be remedied by the Contractor at the Contractor's expense and in a manner acceptable to the City.

The Contractor shall adhere to all currently applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by CAL-OSHA, California Department of Industrial Relations, the California State Department of Health Services, FED-OSHA, EPA and the Material safety Data Sheets (MSDS) standards.

Security: Contractor's personnel shall not be allowed in the City facilities outside of normal contractor's work hours unless they are performing work for the Contractor. All Contractor personnel are required to provide proof of identity when requested to do so by City personnel. Keys shall not be left in the door locks. The Contractor shall be responsible for securing/locking the interior and exterior portions of the building during hours specified by the City. All workspaces shall be locked and the lights turned off when cleaning in each area has been completed. Security lights (as directed) shall be turned on prior to leaving the facility. Keys required by the Contractor will be furnished by the City to the designated Contractor employee and shall be returned to the City on demand. All exit doors are to remain locked while the Contractor is in the space. The Contractor is not to block open occupant or exterior doors for any reason. The Contractor is not to assist entry of anyone except Contractor, employees or Police/Fire personnel. Contractor's personnel shall immediately report to their supervisor and City personnel, problems dealing with unauthorized or suspicious persons, conditions indicating theft, break-in or vandalism, and building system failures (if applicable). The Contractor's employees shall report to emergency personnel situations such as: fire, smoke, unusual odors, broken pipes or floods, and take appropriate safety measures.

Keys: The Contractor shall be issued building keys, where applicable, for the performance of services as specified herein. Should a lost or stolen key jeopardize the security of the particular City facility, the contractor shall be solely responsible for all costs incurred by the City in re-keying the lock system. No keys shall be duplicated.

Damages: The Contractor will be responsible for damages to the facility or contents caused by the Contractor or their staff during the performance of their duties.

Protection & Restoration: The Contractor shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the City, at the

Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects, unless otherwise is approved by the City.

Energy Conservation: Contractor shall instruct all employees performing work within the facility to utilize methods which will maximize energy conservation. This shall include the turning on of light fixture only in the areas where work is in progress and turning off all lights when work is completed.

4.1 USE OF SUB-CONTRACTORS

The City is committed to selecting an excellent team that will produce a high-quality work product, and deliver a high level of customer service. Should the use of sub-Contractors be proposed by the proposing firm, they shall be clearly identified and included as part of the proposal in response to this RFP.

4.2 PROPOSAL REVIEW PROCESS & SCHEDULE

The City of Los Alamitos will review all proposals received by the submittal deadline indicated in this RFP. Proposals that do not meet the minimum requirements of this RFP will be rejected. The City reserves the right to select the firm that best meets the overall needs and offers the best overall value to the City based on a variety of criteria, including but not limited to, experience of the team, quality of work product, customer service delivery, and not solely on the lowest cost of services.

The following is the anticipated scheduled for the awarding of this RFP:

Milestone	Deadline*
Requests for Proposals Made Available	Tuesday, April 18, 2023
Mandatory Site Visit	Monday, April 24, 2023 through Monday, May 8, 2023**
Requests for Inquiries (RFI's) Due	Wednesday, May 10, 2023 at 10 a.m.
Proposal Due at City Hall	Thursday, May 18, 2023 at 10 a.m.
City Review of Proposals	Monday, May 22, 2023 to Thursday, June 1, 2023
City Council Consideration for Awarding	Monday, June 19, 2023

**Dates subject to change at the sole discretion of the City.*

****Mandatory Site Visit**

To schedule a time and date, please contact Management Analyst Michelle Muller via email at mmuller@cityoflosalamitos.org.

All inquiries, questions, and requests for information related to this RFP should be directed to Management Analyst Michelle Müller, via email at mmuller@cityoflosalamitos.org and will only be accepted until Monday, May 10, 2023 at 10 a.m.

Changes in the contract and corresponding changes in compensation may be implemented upon mutual written agreement of the City and the Contractor. The City reserves the right to add or delete services at any time with 30 days written notice to Contractor. If additional services are requested, the Contractor is required to provide a cost estimate detailing them as an attachment to

the proposal along with prices, where applicable, which may be offered as an addendum for the term of this contract agreement.

All work determined by the City to be defective or deficient in any of the requirements shall be remedied by the Contractor at the Contractor's expense and in a manner acceptable to the City. City reserves the right to deduct from the payments due or to become due to the Contractor for deficient performance. The amount of such deductions will be based on the value and extent of the unsatisfactory work. A copy of the City inspection record for the project, with associated deduction calculation will be furnished to the Contractor prior to a deduction being made.

The Contractor shall adhere to all currently applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by CAL-OSHA, California Department of Industrial Relations, the California State Department of Health Services, FED-OSHA, EPA and the Material safety Data Sheets (MSDS) standards.

It is the intent of the City to award a contract for janitorial services for City facilities, in form approved by the City Attorney. The City reserves the right to further negotiate the terms and conditions of the Agreement. The City shall preserve the right to reject any proposal for noncompliance with Agreement requirements and provisions, or to not award an agreement because of unforeseen circumstances or if it is determined to be in the best interest of the City. This project will be awarded based on demonstrated ability and performance providing similar services at a fair and reasonable cost. This Agreement may not be awarded to the lowest respondent. The City Council will approve, as part of the annual City budget, with a specified project budget.

A. Definitions

Where "as directed", "as required", "as permitted", "approve", "acceptance", or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance by the City of Los Alamitos is intended unless otherwise stated. As used herein, "provide" shall be understood to mean "provide complete", in total. The word "facility" as used hereinafter shall be understood to mean the location receiving the service. The use of the words "Contractor" shall be held to mean the Contractor and/or any person employed by them and working under the agreement to the awarded Contractor.

**SECTION D
SCOPE OF SERVICES**

**JANITORIAL SERVICES
REQUEST FOR PROPOSAL (RFP) 2023-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

5.0 SCOPE OF SERVICES

The following Scope of Services represents the services and responsibilities the successful proposer will be expected to provide and perform. Please indicate the skills, ability, and or/services which distinguish the Contractor(s) to make it the best choice for the City. Additional services or tasks which, in your opinion, should be included must be clearly identified.

The purpose of this Request for Proposal (RFP) is to solicit and select Contractor(s) for janitorial services of City facilities, as provided in the specifications and in accordance with the tasks and frequencies identified in the RFP.

Unless otherwise specified herein, the Contractor shall provide all supplies, parts, personnel, equipment, tools, materials, supervision, and other items or services necessary to perform the janitorial services as described in this RFP.

The City of Los Alamitos (hereinafter referred to as City) invites written proposals for Janitorial Services. The services involve daily cleaning of City offices, buildings, and restrooms. The selected firm must always have personal wear ID badges and uniforms and must have the resources and abilities to maintain a full staff during the term of this Agreement.

The contract will include but not limited to the following:

- Clean restrooms, disinfect and replenish supplies
 - Clean all floors, dust mop and wet mop floors
 - Clean all horizontal surfaces, shelves, desks, cabinets, etc.
 - Vacuum all carpets and rugs
 - Take trash out and replace liners
 - Monthly high surface dusting in all buildings
 - Indoor and outdoor window cleaning
 - Cleaning glass door daily
 - Restock paper towels, toilet paper, hand soap and deodorants as needed, and toilet seat covers
 - Clean kitchen areas including sinks, wiping down refrigerator exterior, counter tops, and walls adjacent to prep areas/sink areas
- A. The Contractor(s) shall provide cleaning services for six (6) nights a week Sunday through Saturday during the term of the Agreement.
- B. The Contractor(s) shall provide adequate personnel for each of the five working nights and maintain a professional appearance while on site.
- C. The Contractor(s) shall make sure all doors to City buildings are closed and locked when leaving the building.

- D. The Contractor(s) shall provide its own cleaners and disinfectant sprays such as Windex and degreasers. The City will provide toilet paper, paper towels, toilet seat covers, hand soap and deodorant when needed.
- E. The Contractor(s) shall maintain a stock of common cleaning equipment such as but not limited to the following: vacuum, cleaning towels, brooms, mop with bucket and duster.
- F. In times of emergency situations, the Contractor(s) shall provide full cooperation with the California Highway Patrol (CHP), the Los Alamitos Police Department, and City representatives.
- G. The Contractor(s) will not represent the City in matter of policy or procedures under this contract, and shall refer all questions or inquiries from the public regarding the term, conditions, policies or procedures to the Director or his designee.

5.1 ROUTINE CLEANING

The selected firm will be required to maintain a high level of cleaning services to all City facilities and restrooms as listed in this RFP.

5.2 MONTHLY CLEANING

The selected Contractor must maintain a monthly cleaning schedule on all high reach areas such as but not limited to light fixtures, windows, ceiling fans, and cabinets.

5.3 ADDITIONAL WORK

- A. The Contractor shall perform additional cleaning duties if requested in advance by the City Manager or his designee. Additional duties are as such but not limited to the following: carpet cleaning, floor stripping and waxing, pressure washing, air duct cleaning and post construction cleaning. All such work will be considered as Additional Work and shall be performed to the satisfaction of the City.
- B. No additional work shall be commenced or undertaken by the Contractor(s) unless and until the work is authorized in writing by the City Manager or his designee. This work shall be performed within a time limit established by the City representative and for a mutual agreed upon price prior to commencement of work.
- C. City shall retain the right to perform any additional work by use of City forces, by negotiated contract, or to advertise such work for bid.

5.3 MEETINGS

The Contractor(s) janitorial services supervisor assigned to the City along with the management team, must be available to meet with the City Manager or his designee on a quarterly basis at the Los Alamitos City Hall or where and when specified by the City to review the previous performance periods. This is to occur at a quarterly basis or as deemed necessary by the City.

5.4 SERVICE CHANGES

In the event that additional services are deemed necessary by the City, at its sole discretion, the City may increase the Contractor(s) service requirements at the affected premises to provide for such additional services. If said additional services and costs related thereto are not otherwise provided for, the Contractor shall be compensated for the added work, based upon the Contractor price provided for herein as said payment is applied on a unit cost as specified in the Contractor(s) proposal.

5.5 DAMAGE CAUSED BY THE CONTRACTOR (LIQUIDATED DAMAGES)

All damages to any City property caused by the Contractor shall be repaired or replaced at the Contractor's sole expense. All such repairs or replacements shall be completed within the time limits specified by the City.

Once the work has commenced, should the contractor fail to perform, as specified, the services required and agreed to, the City will have been damaged by that lack of performance. Since it is difficult to define the amount of damage caused, contractor shall agree to the following liquidated damages:

1. Should trained personnel not report to provide the services required by the contract, the City will incur damages; and liquidated damages of Two Hundred Fifty and no/100 Dollars (\$250.00) per occurrence will be deducted from payments due the on the Contract or Contractor will be notified of the assessment of liquidated damages in writing within twenty-four (24) hours of failure to report.
2. Should Contractor fail to perform under the terms of the contract, the City will incur damages. Contractor will be notified in writing within twenty-four (24) hours of the failure to perform, and performance shall be required within twenty-four (24) hours after receipt of such notice. If the performance failure is not corrected within twenty-four (24) hours of receipt of notice, the City will incur damages; and liquidated damages of Two Hundred Fifty Dollars (\$250.00) per occurrence will be deducted from payments due the Contractor.
3. Liquidated damages of Two Hundred Fifty Dollars (\$250.00) per occurrence will continue to be deducted from payments due the Contractor until the performance failure is remedied.

Liquidated Damages: Failure of the Contractor to respond to problems referred to them by the City within the time limits established above shall result in the following deductions from invoiced payments:

1. Major problems not responded to within the established time limits will result in a deduction of 5% of the monthly cost of cleaning the entire building;
2. Minor problems not responded to within the established time limits will result in a deduction of one (1) day's cost of cleaning for the entire building experiencing the problem (the formula to arrive at the deduction is: facility monthly cost divided by workdays in month = per day cost of cleaning that location);

3. Nonperformance deductions shall be equal to 100% of the monthly charge for the missed facility;
4. Continued reporting of major and minor compliance failures of 5 or more for any month will result in a 10% deduction of the total monthly contract cost;
5. Inspection reports (completed by City staff) for a one-month period will be reviewed at the first meeting of the following month. Should these inspection reports indicate an overall unsatisfactory rating for the prior month; the City will impose a 10% deduction of the total monthly contract cost on the next payment. (Inspection reports will be discussed weekly between the Contractor and the City such that the Contractor will be informed by the City of the aforementioned process.

These liquidated damages are intended to act as an incentive for the Contractor to perform in full compliance with the specifications.

5.6 HOURS AND DAYS OF JANITORIAL SERVICES

Work hours are the following:

A. From 6:00 p.m. to 3:00 a.m., Sunday through Thursday for routine janitorial services

1. City Hall 1
2. City Hall 2
3. Council Chamber
4. Public Works Garage Offices
5. Public Works Break Room
6. The Preschool building
7. Youth Center building

B. From 6:00 p.m. to 3:00 a.m., Sunday through Saturday for routine janitorial services

1. Community Center

C. From 6:00 p.m. to 3:00 a.m., on the last Friday of each month

1. Deep cleaning of the large kitchen in the Community Center

Services are to be completed as specified, unless otherwise agreed upon between the City and the Contractor. The Contractor shall perform work at such times as to minimize disturbance or interference to City employees. Examples are vacuuming, dusting, etc. schedules identifying staff scheduled to work, shall be submitted on a monthly basis – should any changes occur, the City is to be notified via email only.

The Contractor(s) shall perform work in accordance with pre-approved scheduled during City business or non-business hours, depending on the needs of the facility where work is performed. Changes in schedule by the City may be made with five (5) business days advance written notice to the Contractor(s). The Contractor(s) must notify the City's representative(s) of any problems or service

interruptions within a minimum of seventy-two (72) hours. Unavoidable service disruptions may be made up subject to the sole discretion of the City's representative(s). Costs associated with services that cannot be made up shall be subject to action provided for herein. Repeated service interruptions without justification or approval of the City's representative(s) shall be subject to action provided herein.

The Contractor(s) shall provide adequate staffing to perform the required services during the prescribed times. Any changes in the days and hours of service heretofore prescribed shall be subject to approval by the City.

The basis daily hours of maintenance service shall be:

Saturday through Sunday: 6:00 p.m. to 3:00 a.m.

Certain maintenance tasks may have time restrictions or extended time requirements.

5.7 TERM OF THE AGREEMENT

The term of the Agreement is expected to commence on September 1, 2023. The initial contract/agreement will be for two (2) years with the option to extend services at the sole discretion of the City, for a maximum of two (2) – one (1) year extensions. Any changes to service levels will be mutually agreed upon before any extension is authorized. As part of the agreement, the City of Los Alamitos will reserve the right to select or reject employees and sub-contractors providing services.

A. Termination

Repeated failure to adhere to the provisions of this Agreement may be deemed a material default in performance by the Contractor and ground for termination of the Agreement.

B. Material Default

The following shall be determined to be a material default by the Contractor:

1. Failure to perform its obligations in strict accordance with the Agreement.
2. Financial insolvency or other inability to perform under this Agreement.
3. Making or attempting to make any assignment or transfers of its rights under this Agreement in violation of this Agreement.
4. Failing to provide or maintain in full force and effect the insurance coverage required by this Agreement.
5. Failing to provide or maintain in full force and effect any permit, license or other approval necessary under this Agreement.
6. Any fraud or deceit upon the City or upon persons to whom the Contractor provides services, as determined by a court of law.

7. Violating any order or ruling of any regulatory body having jurisdiction over Contractor relative to its business, except during such time that Contractor is contesting such order or ruling by appropriate proceedings conducted in good faith.

C. Obligations Following Termination or Expiration of Agreement

1. Notice of Termination – Timing

If the City elects to terminate this Agreement for breach, the City shall provide Contractor written notice of termination. Contractor shall have thirty (30) calendar days from receipt of such notice to cure the breach, or such longer time as may be set forth in the City's notice; otherwise, the Agreement shall be considered terminated for breach on that date. Notwithstanding the foregoing, if the City determines, in its sole and absolute discretion, that the public health, safety or general welfare requires a shorter notification period, Contractor shall cure such breach in such time required by the City in order to avoid termination for breach. If this Agreement is terminated for breach, the City may supply the services hereunder with its own forces or may enter into a new agreement with another party.

5.8 SERVICE SCHEDULES

The Contractor(s) shall, within ten (10) working days after the effective date of the Contract, submit a work schedule to the City's representative(s) for review and approval. Said work shall be based on a twelve-month calendar identifying and delineating the time frames for the required work by the day of the week, morning or afternoon.

The Contractor(s) shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the City's representative(s) for review, and if appropriate, approval, within five (5) working days prior to the scheduled time for work.

5.9 COMPANY STAFF

It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

- A. The Contractor agrees that once assigned to work under this contract, key personnel shall not be removed or replaced without writer notice to the City.
- B. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

- C. The City may, at any time, give the Contractor notice to the effect that the conduct or action of a designated employee of Contractor is, in the reasonable belief of the City, detrimental to the interest of the City. The Contractor shall meet with representatives of the City to consider the appropriate course of action with respect to such matter and the Contractor shall take reasonable measures under the circumstances to assure the City that the conduct and activities of the Contractor's employee(s) will not be detrimental to the interest of the City.
- D. If key personnel are not available for work under this contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
- E. The Contractor shall provide qualified English-speaking supervision in all areas of operations. The Supervisor shall be accessible to City staff via email, phone or in-person as necessary. The Contractor shall furnish only employees who are authorized, competent and skilled for work under this contract. Should it be determined by the City that the quality of work provided is substandard, at its discretion, the City may request the presence of a Supervisor during business hours.
- F. The Supervisor shall work with the City in planning and scheduling work for completion of tasks and shall be accessible to the City staff via email, phone or in-person as necessary.
- G. The Contractor(s) shall provide sufficient staffing to perform all work in accordance with the specifications set forth herein.

5.10 DRESS CODE AND APPEARANCE

All the Contractor(s) personnel shall wear uniforms bearing the Company name while performing work on this contract. sufficient changes of clothing shall be provided to present a neat and clean appearance of personnel at all times. The uniform shall consist of a shirt and jacket with the company name. Shirts, jackets, and caps used as uniforms shall bear the Contractor's identification logo. Shirts shall be worn at all times, and shall be buttoned and tucked in. No caps with insignias or designs other than the company's logo may be worn, and no caps shall be worn backwards.

The Contractor(s) must require each of its employees to adhere to basic standards of working ethics, and attire, including full uniforms, proper shoes and other gear required by State Safety Regulations, and proper wearing of clothing. Employee pants, shirts, jackets, and sweatshirts must be uniform.

The City shall approve the company's uniform. The selected Contractor(s) must provide the City with images of the Company's uniform prior to the start date.

The Contractor shall establish an identification system for personnel assigned to the facilities,

which clearly indicates to City employees and to the public, the name of the Contractor. The identification system shall be furnished at the Contractor's expense and may include appropriate attire and name badges as specified by the City.

5.11 CONTRACTOR(S) PERSONNEL CONDUCT

The Contractor shall direct their employees against the unauthorized reading and disclosing of materials and documents available in the facilities of the City and against unauthorized use of City and personal property, such as: telephones, radios, copy machines, computers, fax machines, etc.

5.12 QUALIFICATIONS OF CONTRACTORS

Contractor(s) shall be fully qualified by ability, knowledge and experience to satisfactorily perform the work required in these specifications, and shall be engaged in the business of providing fleet maintenance services by the use of its own trained and qualified employees and equipment, material, facilities and supplies, except as specified in these specifications. Contractor shall be fully licensed to perform the services required under this Contract.

5.13 ENVIRONMENTAL REQUIREMENTS

Contractor shall conduct all aspects of its operation in compliance with all state and federal laws and regulations. Contractor shall immediately inform the City of any investigation, citation or legal action by any state or federal agency related to Contractor's obligations under this contract, and shall defend, indemnify and hold the City, its officials and employees harmless from any loss including, but not limited to fines, penalties and corrective measures the City may sustain by reason of Contractor's failure to comply with any state or federal law, regulation or rule.

- A. Storm Water Quality Best Management Practices (BMP's) & Self-Certification Form. The selected firm shall be responsible for reading, understanding and abiding by the BMP's attached as part of the award package and signing the self-certification statement at the end of the BMP list. The selected firm will not be permitted to commence work until the Self-Certification statement at the end of the BMP list has been signed and approved by the Development Services Department.

The selected firm must contain all water within the limits of the work-site and shall not allow water run-off to enter the City's storm drain system.

5.14 CONTRACT ENFORCEMENT

The City reserves the right to perform inspections at any time for the purpose of monitoring performance. The Contractor shall cooperate with the City, State, and Federal representative(s) in the review and monitoring of Contractor's performance, records and procedures. At the request of the City, the Contractor, or its appropriate representative, shall attend meetings and training sessions, as deemed necessary by the City, for the purposes of orientation, information, amendments to the Contract and description of City policies and procedures. In the event the City commences legal proceedings for the enforcement of the Contract, and is the prevailing party, the City shall be entitled to an award of attorney's fees and costs incurred in the action.

The Contractor(s) or its authorized representative shall meet on the site quarterly, or more, at the discretion and convenience of the City, with an authorized representative of the City for a walk-through inspection and to address any problems or other issues. All scheduled and periodic cleaning

functions shall be completed prior to this meeting.

5.15 CONTRACTOR'S PERFORMANCE

- A. The Contractor will complete all assigned work per the City's standards, to ensure that each assigned facility per this Agreement is maintained to the satisfaction of the City.
- B. The Contractor shall complete a service checklist of work performed for each and all dates of work and submit within five (5) working days of the end of each billing period.
- C. All calls and similar (electronic mail) requests from the City shall be responded to by Contractor within 24-hour of dissemination, with subsequent timeline acceptable by the City for resolution of the subject matter.
- D. As needed, the City's representative and the Contractor shall meet for the purpose of discussing specific service problems. The Contractor shall notify and report to the City all vandalism, potential health and safety hazards, and anything that could be deemed an inconvenience to the general public within a 24-hour period. Such information shall be reported to the Development Services Department via electronic mail.
- E. If the Contractor's conduct, performance, or work does not meet the City's standards, they will be notified in writing and given 24-hours to take any required corrective action. If for any reason the Contractor is unable or unwilling to comply with the demand, the City may take the necessary steps to invoke liquidated damages. Any costs incurred by the City to rectify the deficiency(ies), will be deducted from the Contractor's monthly invoice.

5.16 ADDITIONS/DELETIONS TO SPECIFICATIONS

The City reserves the right to make additions, deletions, revisions and/or otherwise modify the Specifications for this RFP.

SECTION E
PROPOSAL SCHEDULE

REQUEST FOR PROPOSAL (RFP) 2023-02
JANITORIAL SERVICES FOR CITY FACILITIES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

**SECTION F
PROPOSAL SCHEDULE**

**REQUEST FOR PROPOSAL (RFP) 2023-02
JANITORIAL SERVICES FOR CITY FACILITIES
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

Schedule A

LOCATION	SQUARE FOOTAGE	FREQUENCY PER WEEK	MONTHLY RATE
City Hall 1	2,280	5	
City Hall 2	2,256	5	
Council Chamber	1,920	5	
Community Center	8,956	6	
The Youth Center	3,419	5	
Public Works Breakroom	1,800	5	
Public Works Garage Offices	1,600	5	
Preschool Building	1,100	5	
		TOTAL	

The Company 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 A Total: \$ _____

Schedule B

LOCATION	FREQUENCY	MONTHLY RATE
Community Center – Large Kitchen	Once a month	
	TOTAL	

The Company 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 B Total: \$ _____

Proposal Schedule A & B Total (in word): _____

Company Name of Proposer	Date

SECTION E

**JANITORIAL SERVICES AGREEMENT FOR CITY FACILITIES
REQUEST FOR PROPOSAL (RFP) 2023-02
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

**JANITORIAL FOR CITY FACILITIES
REQUESTS FOR PROPOSALS (RFP) 2023-02
[Enter name of Contractor]**

THIS AGREEMENT FOR JANITORIAL SERVICES FOR CITY FACILITIES (“Agreement”) is made and entered into, to be effective this ___th day of _____ 2023 (“Effective Date”), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, (“City”) and _____, (“Contractor”) a, _____. 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 janitorial services for certain City facilities to include: City Hall 1, City Hall 2, Council Chamber, Community Center, Youth Center, Public Works breakroom, Public Works garage offices and the Preschool building.

B. In response to City’s formal Request for Proposals No. 2 0 2 3 - 0 2 (RFP), dated April 17, 2023, Contractor has submitted to City a written proposal, dated _____, 2023, to provide the desired services.

C. City desires to engage Contractor 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 CONTRACTOR

1.1 Scope of Services and Standard of Performance. Contractor shall provide those services set forth in the _____ Proposal, dated _____, 2023, 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, subcontractors and subconsultants 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) RPF No. 2 0 2 3 - 0 2, dated April 17, 2023; 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; (2nd) the RFP, and (3rd) Contractor's Proposal.

12 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.

13 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.

14 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.

15 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.

16 Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other contractors, subcontractors, subconsultants, 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 _____ Dollars (\$____). 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 April 17, 2025. Notwithstanding the foregoing, the City may, at its sole discretion, extend the term of this Agreement for up to two (2) additional one-year periods. .

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, subcontractors 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, subcontractors 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 subcontractors or subconsultants, Contractor shall defend,

indemnify, and hold harmless City from and against all such financial obligations.

45 PERS Eligibility Indemnification.

4.5.1 In the event that Contractor or any officer, employee, representative, agent, subcontractor or subconsultant 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, subcontractors or subconsultant, 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, subcontractors or subconsultant 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 subcontractors and subconsultants, 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.

53 Acceptability of Insurers. Insurance required by this section shall be issued by a licensed Contractor 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.

54 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 subcontractors or subconsultants.

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.)

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.

56 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 Contractor or companies meeting all requirements of this Agreement.

57 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.

58 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.

59 Insurance for Subcontractors. Contractor shall either: (1) include all subcontractors or subconsultants 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 subcontractors or subconsultants 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 subcontractor or subconsultants to commence any work or services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subcontractor or subconsultants 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 subcontractors and s subconsultants, 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 subcontractors and subconsultants, 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, subcontractors, subconsultants, 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, subcontractors, subconsultants 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 subcontractors and subconsultants 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, subcontractors, subconsultants 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.

84 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.

85 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.

86 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.

87 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:

Name of Contractor
Street
City, State, Zip Code
Email

102 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.

103 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.

104 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

105 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.

106 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.

107 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.

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

[SIGNATURES ON NEXT PAGE]

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

“City”

City of Los Alamitos

By: _____
Shelley Hasselbrink
Mayor

APPROVED AS TO FORM.

Woodruff, Spradlin & Smart, APC

ATTEST:

By: _____
Michael S. Daudt
City Attorney

By: _____
Windmera Quintanar, MMC
City Clerk

“Contractor”

Name of Contractor

By: _____
Name
Title
Email

By: _____
Name
Title
Email

EXHIBIT “A”

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: July 17, 2023

ITEM NUMBER: 10C

To: Mayor Tanya Doby & Members of the City Council

Presented By: Windmera Quintanar, City Clerk

Subject: Designation of Voting Delegate and Alternate for the League of California Cities' 2023 Annual Conference & Expo

SUMMARY

The League of California Cities Annual Conference & Expo will be held in Sacramento, California from September 20-22, 2023. The League is requesting City Council designation of a Voting Delegate to the Annual Business Meeting. This item is for Council designation of a Voting Delegate and Alternate.

RECOMMENDATION

1. Appoint Mayor Tanya Doby to serve as the City's Voting Delegate for the League of California Cities 2023 Annual Business Meeting; and,
2. Appoint a Mayor Pro Tem Jordan Nefulda to serve as the City's Alternate Voting Delegate in the event of the Voting Delegate's absence.

BACKGROUND

The League of California Cities (League) 2023 Annual Conference & Expo is scheduled for Wednesday, September 20, 2023, through Friday, September 22, 2023, and will be held in person at the SAFE Credit Union Convention Center in Sacramento, CA.

One aspect of the Annual Conference is the Annual Business Meeting where the membership considers and takes action on Conference Resolutions. These Resolutions guide cities and the League in efforts to improve the quality and responsiveness of local governments throughout California. The Annual Business Meeting is currently scheduled to take place during the General Assembly on Friday, September 22, 2023 from 8:30 a.m. to 10:30 a.m. The schedule is subject to change.

DISCUSSION

In order to facilitate the conduct of business at the Annual Business Meeting, each participating city must designate a Voting Delegate and may designate up to two Alternates. Designation of the Delegates is consistent with the League's bylaws. The Voting Delegate and Alternate must be registered to attend the conference. At least one must be present at the Annual Business Meeting and in possession of a voting delegate card in order to cast a vote.

Accordingly, this item has been placed on the agenda for City Council consideration. The

League has requested notification of the City's Voting Delegate and Alternate(s), if appointed, no later than August 28, 2023. Historically, it has been the Council's practice to delegate the Mayor and Mayor Pro Tem as the City's voting delegates. Mayor Doby has advised she is available to attend the Annual Business meeting on Friday, September 20, 2023.

FISCAL IMPACT

There is no cost associated with the designation of a Voting Delegate and Alternate; however, there are associated conference fees per attendee. There are sufficient funds available in the City Council Travel and Training budget, account number 10-510-5207 for Fiscal Year 2023-24.

Attachment: 1. 2023 Voting Delegate Packet

Council Action Advised by August 28, 2023

DATE: Wednesday, June 21, 2023

TO: Mayors, Council Members, City Clerks, and City Managers

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Sept. 20-22, 2023,
Sacramento SAFE Credit Union Convention Center**

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Sept. 22, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Please complete the attached voting delegate form and email it to Cal Cities office no later than Monday, August 28.

New this year, we will host a pre-conference information session for voting delegates to explain their role. Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council.

Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.



Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the [Cal Cities](https://calcities.org) website.

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the SAFE Credit Union Convention Center in Sacramento, will be open at the following times: Wednesday, Sept. 20, 8:00 a.m.- 6:00 p.m. and Thursday, Sept. 21, 7:30 a.m.- 4:00 p.m. On Friday, Sept. 22, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to Cal Cities office by Monday, Aug. 28. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Voting Delegate/Alternate Form
- Information Sheet: Cal Cities Resolutions and the General Assembly

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.



CITY: _____

2023 ANNUAL CONFERENCE VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to Cal Cities office by Monday, August 28, 2023. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the General Assembly, voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the General Assembly. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the voting delegate desk.

1. VOTING DELEGATE

Name: _____

Email: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

Email: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

Email: _____

ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ Email: _____

Mayor or City Clerk: _____ Date: _____ Phone: _____
(circle one) (signature)

Please complete and email this form to votingdelegates@calcities.org by Monday, August 28, 2023.

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure that we are representing California cities with one voice. These policies directly guide Cal Cities advocacy to promote local decision-making, and lobby against statewide policy that erodes local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how Resolutions and the General Assembly works.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved¹ by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.²

General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates — one from every member city.

Seven **Policy Committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, municipal department, as well as individuals appointed by the Cal Cities president.

What's new in 2023?



- Voting delegates will receive increased communications to prepare them for their role during the General Assembly.
- The General Assembly will take place earlier to allow more time for debate and discussion.
- Improvements to the General Assembly process will make it easier for voting delegates to discuss and debate resolutions.

¹ The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

² Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: July 17, 2023

ITEM NUMBER: 11A

To: Mayor Tanya Doby & Members of the City Council

Presented By: Craig Koehler, Director of Finance

Subject: Annual Appropriations Limit for Fiscal Year 2023-24

SUMMARY

Article XIII B of the California Constitution specifies the amount of allowable revenue the City of Los Alamitos can appropriate from the proceeds of taxes.

RECOMMENDATION

Adopt Resolution No. 2023-19, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2023-24."

BACKGROUND

Article XIII B of the California Constitution was added by the November 1979 passage of the Gann Initiative. For State and local governments, this legislation mandated that the total annual appropriations are subject to limitations and shall not exceed the prior year Appropriations Limit, adjusted for the change in cost of living and population, except as otherwise provided in that article. The Gann Initiative is implemented by Section 7900 et. seq. of the California Government Code. Section 7910 provides that the governing body of each jurisdiction shall annually establish its Appropriations Limit by resolution.

DISCUSSION

The Appropriations Limit is calculated by determining appropriations financed by proceeds of taxes in the 1978/79 base year and adjusting the limit each subsequent year for changes in the cost of living and population. This Appropriation Limit is the maximum limit of proceeds from taxes the City may collect or spend each year. Appropriations financed by proceeds of taxes are limited to actual revenues collected if they are lower than the limit. The Appropriations Limit may be amended at any time during the fiscal year to reflect new data.

The cost of living adjustment may be based upon the changes in the California per capita personal income or the percentage change in the local assessment roll from the preceding year due to the addition of local nonresidential new construction. The population adjustment may be based on the changes in the City population or population growth within the County.

Staff has calculated the Fiscal Year 2023-24 Appropriations Limit utilizing the percentage growth in the California Per Capita Income and the change in the County of Orange's population. The Fiscal Year 2023-24 Appropriations Limit is calculated to be \$25,536,239. The

projected proceeds from taxes for Fiscal Year 2023-24 are \$19,319,748, which is \$6,216,491 or 24% below the appropriations limitation.

FISCAL IMPACT

None.

- Attachment:
1. Resolution 2023-19 - FY23-24 Appropriations Limit
 2. Exhibit A - State of California Price and Population Letter May 2023
 3. FY23-24 Appropriations Limit Calculations

RESOLUTION NO. 2023-19

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING AND
ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR
FISCAL YEAR 2023-24**

WHEREAS, on November 6, 1979, the voters of California added Article XIII to the State Constitution placing limitations on the appropriations of State and local government; and,

WHEREAS, Article XIII B was amended by the voters in November 1990 through the passage of Proposition 111; and,

WHEREAS, Article XIII B requires the City Council to select population and inflation factors for the year's appropriation limit calculation.

**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 Fiscal Year 2023-24 appropriation limitation shall be \$25,536,239 as documented in Exhibit A.

SECTION 3. The inflation factor being utilized to determine the 2023-24 appropriation limit is the percentage change in California per capita personal income.

SECTION 4. The population factor being utilized to calculate the 2023-24 appropriation limit is the County of Orange population growth.

SECTION 5. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 17th day of July, 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 17th day of July, 2023, by the following vote to wit:

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

Windmera Quintanar, MMC, City Clerk



DEPARTMENT OF
FINANCE
OFFICE OF THE DIRECTOR

May 2023

Gavin Newsom ■ Governor

1021 O Street, Suite 3110 ■ Sacramento CA 95814 ■ www.dof.ca.gov

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit

California Revenue and Taxation Code section 2227 requires the Department of Finance (Finance) to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2023, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2023-24. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2023-24 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2023.**

Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

JOE SPEPHENSHAW

Director

By:

Erika Li

Chief Deputy Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2023-24 appropriation limit is:

Per Capita Personal Income	
Fiscal Year (FY)	Percentage change over prior year
2023-24	4.44

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2023-24 appropriation limit.

2023-24:

Per Capita Cost of Living Change = 4.44 percent
Population Change = -0.35 percent

Per Capita Cost of Living converted to a ratio: $\frac{4.44 + 100}{100} = 1.0444$

Population converted to a ratio: $\frac{-0.35 + 100}{100} = 0.9965$

Calculation of factor for FY 2023-24: $1.0444 \times 0.9965 = 1.0407$

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2022 to January 1, 2023 and Total Population, January 1, 2023

County City	Percent Change 2022-2023	--- Population Minus Exclusions ---		Total Population
		1-1-22	1-1-23	1-1-2023
Orange				
Aliso Viejo	-0.49	51,016	50,766	50,766
Anaheim	-2.19	335,929	328,563	328,580
Brea	2.63	46,947	48,184	48,184
Buena Park	0.19	83,359	83,517	83,517
Costa Mesa	-0.42	111,649	111,183	111,183
Cypress	-0.12	49,877	49,818	49,818
Dana Point	0.44	33,009	33,155	33,155
Fountain Valley	0.02	56,976	56,987	56,987
Fullerton	-0.10	143,013	142,873	142,873
Garden Grove	-0.01	171,195	171,183	171,183
Huntington Beach	-0.38	196,469	195,714	195,714
Irvine	-0.86	305,688	303,051	303,051
Laguna Beach	-0.27	22,506	22,445	22,445
Laguna Hills	-0.46	30,667	30,525	30,525
Laguna Niguel	-0.47	65,010	64,702	64,702
Laguna Woods	-0.49	17,536	17,450	17,450
La Habra	-0.33	62,037	61,835	61,835
Lake Forest	0.59	86,614	87,127	87,127
La Palma	-0.45	15,402	15,332	15,332
Los Alamitos	1.98	11,894	12,129	12,129
Mission Viejo	-0.30	92,118	91,846	91,846
Newport Beach	-0.29	83,653	83,411	83,411
Orange	0.66	138,155	139,063	139,063
Placentia	2.30	51,327	52,507	52,507
Rancho Santa Margarita	-0.49	47,300	47,066	47,066
San Clemente	-0.31	63,431	63,237	63,237
San Juan Capistrano	0.63	34,869	35,089	35,089
Santa Ana	-1.52	304,258	299,630	299,630
Seal Beach	0.72	24,247	24,422	24,647
Stanton	0.25	38,986	39,084	39,084
Tustin	-0.17	79,696	79,558	79,558
Villa Park	-0.02	5,791	5,790	5,790
Westminster	-0.18	90,660	90,498	90,498
Yorba Linda	-0.32	67,284	67,068	67,068
Unincorporated	-0.47	132,737	132,114	132,114
County Total	-0.46	3,151,305	3,136,922	3,137,164

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

APPROPRIATIONS LIMIT CALCUALTION FISCAL YEAR 2023-24

Previous Appropriations Limit (2022-23)	\$24,445,791
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Adjustment Factors:

Change in Population - County	1.0002
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Change in Per Capita Income	1.0444
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Total Adjustment Factor	1.0446
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Appropriations Limit for Fiscal Year 2023-24	\$25,536,239
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Proceeds from Taxes	\$19,319,748
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Minus Exclusions	-
------------------	---

Appropriations Subject to Limit	\$19,319,748
---------------------------------	--------------

Appropriations Over (Under) Limit	<u>(\$6,216,491)</u>
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2023-24 Proceeds from Taxes

Property Taxes	\$5,085,144
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Sales and Use Taxes	3,937,304
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Measure Y Local Sales taxes	6,593,000
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Other Taxes	2,329,000
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Business Licenses	1,075,300
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Interest	300,000
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Total	<u>\$19,319,748</u>
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City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: July 17, 2023

ITEM NUMBER: 11B

To: Mayor Tanya Doby & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Study Session Item: Airport Land Use Commission's Determination of Inconsistency related to the City's 6th Cycle Housing Element Update and the Airport Environs Land Use Plan for Joint Forces Training Base Los Alamitos

SUMMARY

On January 19, 2023, the Orange County Airport Land Use Commission (ALUC) found the City's 6th Cycle (2021-2029) Housing Element Update to be inconsistent with the 2017 Joint Forces Training Base Los Alamitos Airport Environs Land Use Plan.

The City Council will conduct a Study Session in order to review information related to the ALUC's finding of inconsistency. While no vote will take place at this meeting, it is important to note that should the City Council determine to override ALUC's advisory opinion at a future meeting, it will require a four-fifths affirmative vote of the City Council.

RECOMMENDATION

1. Receive information related to the Study Session Item; and,
2. Open the public hearing, receive public testimony, and continue the public hearing to a date certain for consideration of a resolution overruling the ALUC determination.

BACKGROUND

The Orange County Airport Land Use Commission ("ALUC") is an advisory committee established by State Law in 1969. (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. For Los Alamitos, ALUC adopted a land use compatibility plan, known as the 2017 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.

Public Utilities Code ("PUC") Section 21676(b) requires the City to submit General Plans and General Plan amendments to the ALUC for an advisory consistency determination. In December, 2022, the City submitted the Housing Element to ALUC for review. On January 19, 2023, the ALUC determined that the Housing Element was "inconsistent" with the AELUP due to the following two reasons:

1. The ALUC asserted that noise levels in the 60 to 65 dBA range at Sites 6 (4655 Lampson Avenue) and 10 (5030-5084 Katella) were too high for residential development.
2. The ALUC asserted that Site 7 (Laurel Park) was adjacent to the Accident Potential Zone or Clear Zone for the airport.

The ALUC's January 19, 2023 agenda report is included as Attachment 1.

On February 21, 2023, the City Council adopted Resolution 2023-04, a Notice of Intent to Overrule the Airport Land Use Commission (ALUC) for Orange County Finding of Housing Element Inconsistency (Attachment 2). As described in that staff report and Resolution, the City made draft findings, based on additional facts and research, that the ALUC's determination was not appropriate, because the noise levels at Sites 6 and 10 are consistent with acceptable noise levels throughout the City for residential land uses; and because Site 7 is one mile from the nearest safety zone boundary for JFTB.

City staff sent the Notice of Intent to Overrule Resolution to both the ALUC and the California Department of Transportation Aeronautics Division (Caltrans), as required by PUC Section 21676(b), and provided them an opportunity to comment. Both ALUC and Caltrans provided comments, which are advisory only and are included in this report as Attachments 3 and 4.

On May 1, 2023, the California Department of Housing and Community Development ("HCD") certified the City's Housing Element, finding the adopted housing element to be in substantial compliance with State Housing Element Law and capable of accommodating the City's Regional Housing Needs Allocation ("RHNA") (Attachment 5).

DISCUSSION

The following discussion provides additional information stemming from additional research, which has been ongoing since February. This has been undertaken in consultation with the City's Housing Element consultant, a certified noise engineer with Rincon Consultants, Inc., (who provided a technical report attached as Attachment 6), staff with the State's Department of Housing and Community Development, and the Executive Officer of the Orange County Airport Land Use Commission.

As described above and in the background materials attached to this staff report, the ALUC determined the City's Housing Element was inconsistent based on two issues: noise compatibility and safety. Each of these issues is discussed individually below.

Noise

In order to regulate the impacts of noise throughout the City, as indicated in the staff report of February 21 (Attachment 2), the City relies on its General Plan policies and the Building Code, which are all consistent with ALUC's Land Use Plan. Specifically, the City allows residential development in areas where the noise levels are 65 dBA or less, based on Growth Management Element Policy 3.5; and requires that interior noise levels be 45 dBA consistent with the California Building Code. In order to assure that the City's policies were not resulting in a negative impact to residents, the City consulted with a noise engineer

(Attachment 6), and considered other scientific sources of information that describe noise levels and their impacts on people.

Basics of Noise

Some basic information about noise levels frames the determination of significance relating to noise:

- Noise can be made by stationary sources (air conditioning units) or moving sources (street traffic).
- Noise levels are reduced by distance, and obstructions, such as buildings, berms or walls.
- Noise can be measured in several ways, but the most common measurement for noise levels in cities' general plans is the Community Noise Equivalent Level (CNEL), which is the average noise level over a 24 hour period, which is weighted to account for the quieter noise environment which occurs in the evening and night time.
- The City's acceptable exterior noise standard for residential uses is 65 dBA CNEL, or an average of 65 dBA over a 24 hour period.
- For comparison, typical conversation is about 60 dBA; a blender is 80-90 dBA; a leaf blower is 110 dBA; and a jet engine taking off is 150 dBA.
- Continued exposure to high noise levels can damage people's hearing and health.

ALUC Noise Standard

Although ALUC's AELUP considers residential uses to be "Conditionally Consistent" in Zone 2, in which Sites 6 and 10 are located, it nevertheless finds the Housing Element inconsistent with its own policies. Based on ALUC's analysis, the potential hazard is associated with interior noise levels, which must be 45 dBA CNEL in order to be acceptable. As described below, a reduction to 45 dBA CNEL is required and already established in the City of Los Alamitos by the City's Building Code.

The ALUC standard is also consistent with the City's, which already allows residential uses to occur in areas up to 65 dBA exterior, and 45 dBA interior. There is no evidence that the occasional overflights from JFTB result in excessive and incompatible noise levels, since by ALUC's own findings, the sites occur in a Conditionally Consistent zone and do not exceed 65 dBA.

In addition, as pointed out in the Rincon letter (Attachment 6), other ALUCs have not included restrictions at all for the 60 to 65 dBA zone for smaller airports, such as the Torrance and Hawthorne Municipal Airports in Los Angeles County, and the Oxnard Airport in Ventura County.

Current Noise Environment in the City

Because of its urban environment, the City has high noise levels. Based on noise studies conducted for the General Plan, noise levels next to City streets where residential units already occur are higher than 60 to 65 dBA CNEL, as shown in the Table below.

City of Los Alamitos Ambient Noise Levels

<u>Roadway</u>	<u>Segment</u>	<u>Noise Level (CNEL)</u>
Los Alamitos Boulevard	Farquhar Avenue to Orangewood Avenue	76.1
Katella Avenue	I-605 to Los Alamitos Boulevard	78.3
Cerritos Avenue	Los Alamitos Boulevard to Bloomfield Street	71.1
Source: Los Alamitos 2015.		

These are not the only areas where noise levels are higher than 60 to 65 dBA. For example, the area around Site 10 is fully developed with residential units, homes along Bloomfield, north of Cerritos have noise levels of 68.6 dBA CNEL, and homes along Los Alamitos south of Katella have noise levels of 76.0 dBA CNEL.

As previously noted, these noise levels are reduced by distance and obstructions, such as walls, landscaping and homes, so that the living environment in back yards, and within the homes themselves, are lower. These and other locations in the City experience higher noise levels than either Site 6 or 10 will experience, which ALUC predicts will be between 60 and 65 DBA, prior to mitigation such as walls, landscaping or building construction.

Noise Reduction

As described above, the City's noise standard is that residential uses should not be located in areas where the noise levels are over 65 dBA, unless these higher noise levels can be reduced. These reductions can be made by using setbacks and walls, which can reduce noise by 5 dBA. Standard home construction will reduce noise levels by 10 dBA with windows open, and 20 dBA with windows closed. So a home which is adjacent to a street that generates a noise level of 70 dBA would reduce its outdoor noise to 65 dBA by building a 6 foot solid wall, and its interior noise level to 45 dBA by building with standard construction which includes air conditioning, allowing windows to stay closed.

Attachment 6 also provides a list, on its page 8, of a number of mitigation measures which are available to assure that noise levels are reduced.

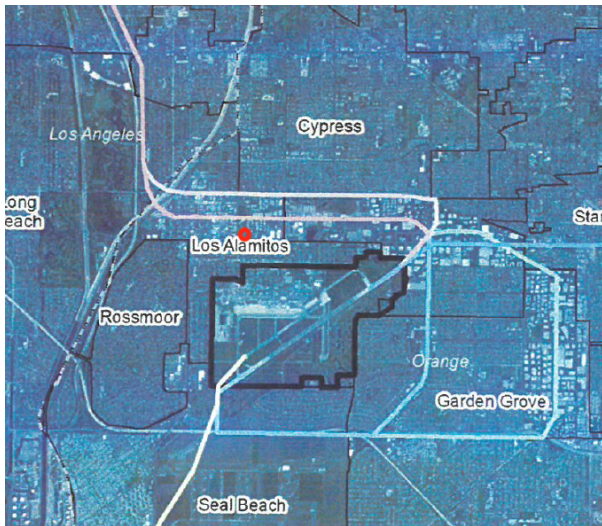
The City requires the preparation of noise impact analyses for all residential projects which are located in noisy environments, to demonstrate that noise levels can be reduced to 65 dBA CNEL exterior, and 45 dBA CNEL interior. As described above, these studies can reduce higher noise levels through mitigation to meet these requirements, and would need to be prepared for Sites 6 and 10 as part of any entitlement process. Therefore, the City already has mechanisms in place to assure that any development, including development at Sites 6 and 10, will have an acceptable noise environment for residents who move into potential projects at these sites.

Noise Summary

The City's already adopted noise standards and requirements for mitigation assure that the impacts of noise associated with airport operations will remain consistent with both the ALUC's and the City's noise standards. As such the ALUC's finding of inconsistency with the Airport Land Use Plan is not supported and the findings for overrule can be made.

Safety

With regard to safety, the only Housing Element Site identified by ALUC as having a safety hazard was Site 7 (Laurel Park). The ALUC identified it as being adjacent to the north departure path of JFTB. In its response of March 28, the ALUC further stated that Site 7 is under the flight path ("pink line") for the airport.



These assertions or findings, however, are incorrect. Site 7 is located north of the accident safety zone for JFTB, which occurs entirely within the airport boundary. Furthermore, it is not located under the flight path, denoted by the pink line, as shown in the graphic (also see Attachment 7 for a larger version of this graphic), where the park is identified by the red dot.

The ALUC determined that Site 7 was inconsistent because it represented a safety hazard – because it was adjacent to a Clear Zone in its January agenda report (Attachment 1), and because it was below a flight path in its March response to the City's Notice (Attachment 3). In both instances, as shown above, the findings are incorrect; Site 7, the only Site identified by ALUC as having a safety hazard, is neither in the accident safety zone nor under the flight path for the JFTB.

Therefore, the ALUC's determination of incompatibility based on protecting the public from safety hazards is not supported and findings overruling ALUC's determination can be made.

Conclusion

As described above, the Orange County ALUC based its determination that the City's Housing Element was inconsistent with the AELUP on faulty assumptions. The City has provided extensive background and facts to support a determination of consistency with the

ALUC Land Use Plan as it relates to both noise and safety.

It is also important to note that several issues arise if the City does not overrule the ALUC:

1. The Department of Housing and Community Development (“HCD”) could de-certify the City’s approved Housing Element, because without the ability to effectively process and consider development proposals for Sites 6, 7 and 10, it can be demonstrated that the City has not identified sufficient sites to meet its RHNA. This could result in a number of undesirable consequences, such as:

A. If de-certified, the City would not be able to prevent the development of high-density affordable housing projects even if the proposed developments are inconsistent with the City’s Zoning Code under the so called “Builder’s Remedy” provisions of the Housing Accountability Act. This would not be limited to the sites identified in the Housing Element, but to any site in the City.

B. The City would need to find alternative locations for the 396 units assigned to Sites 6, 7 and 10. This would effectively upzoning other areas of the City for higher residential density that have already absorbed the remaining units that have been assigned to the City through the RHNA process.

2. Pursuant to PUC Section 21676.5, the City would be required to submit to all land use actions, regulations, and permits to ALUC for review and approval. This authorization extends beyond the Sites identified in the Housing Element and would substantially delay City processing of any land use entitlements or building permits. In effect, the City would be delegating its authority to make land use determinations to an outside body (see July 12, 2023 correspondence from ALUC, Attachment 8).

The Cities of Newport Beach, Irvine, Costa Mesa, and Seal Beach recently overruled the ALUC related to John Wayne Airport and JFTB respectively after the ALUC issued similar findings of inconsistency. An action overruling the ALUC inconsistency determination would allow the City to oversee local land use development to the maximum extent possible while retaining its Housing Element certification from the HCD. Failure to do so is likely to result in de-certification of the Housing Element, and in the loss of state grant funding, exposure to increased legal challenges, and loss of local control over land use decisions and building permits.

FISCAL IMPACT

None.

Attachment:	1.	ALUC Staff Report, January 19, 2023
	2.	City Council Staff Report, February 21, 2023
	3.	ALUC Response, March 28, 2023
	4.	Caltrans Response, March 29, 2023
	5.	Housing and Community Development Housing Element Compliance Letter, May 1, 2023
	6.	Rincon Consultants, June 26, 2023
	7.	Site 7 Location Map
	8.	ALUC Correspondance, July 12, 2023

Regular City Council Agenda - July 17, 2023
Item 11B

ATTACHMENT 1



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 site 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 (AEUP) 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 *AEUP 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 AEUP 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 (AEUP) 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 AEUP. Figure 6 shows the 60 and 65 dBA CNEL noise contours from the AEUP.”

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 *AELUP 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,

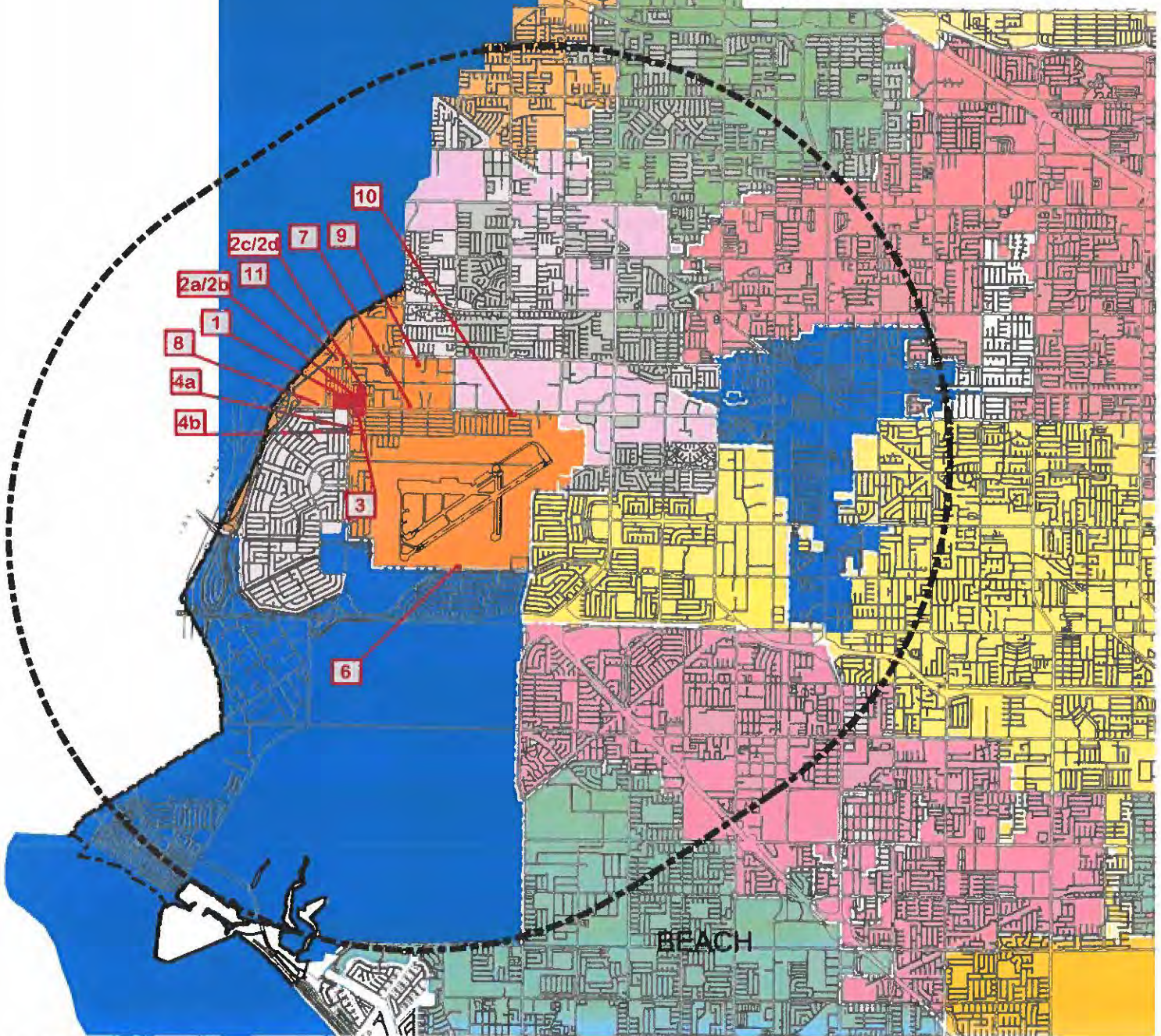


Lea U. Choum
Executive Officer

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

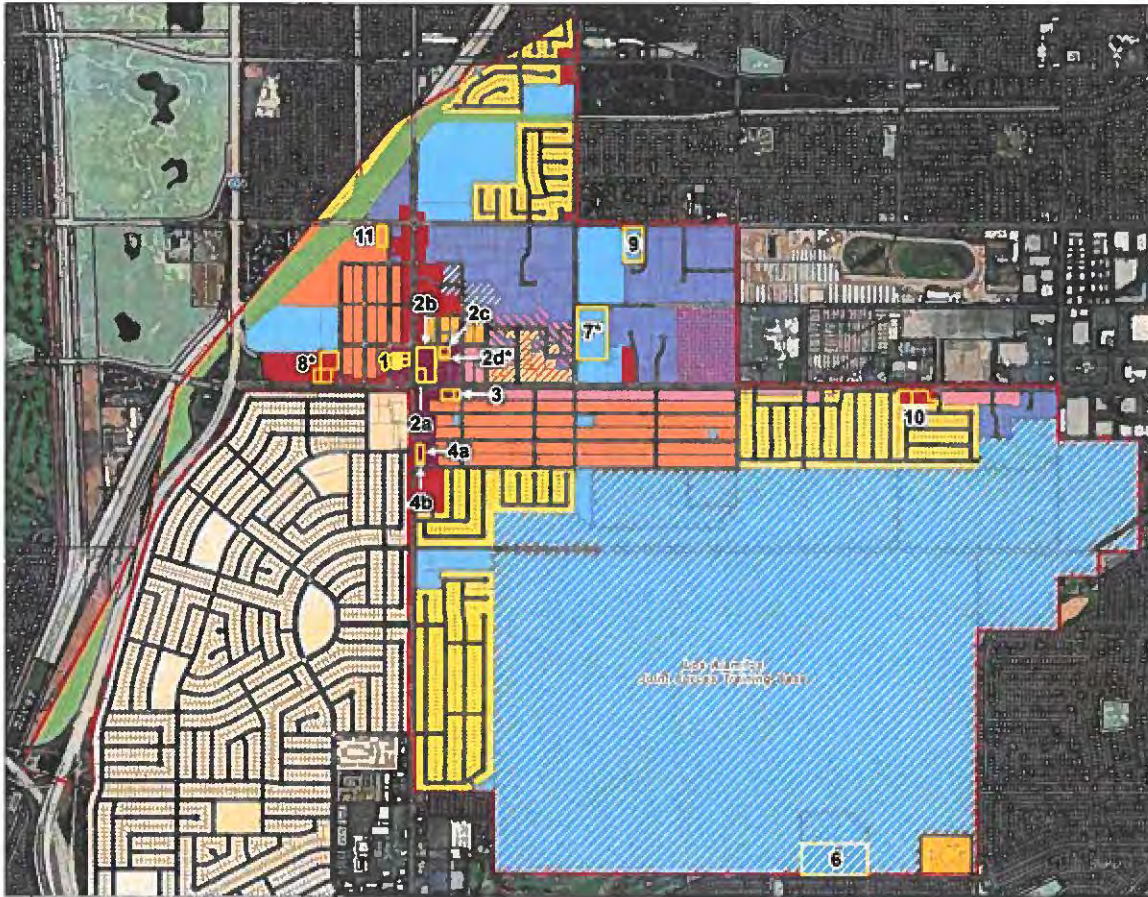
City

Lea Choum, Executive Officer

Date



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

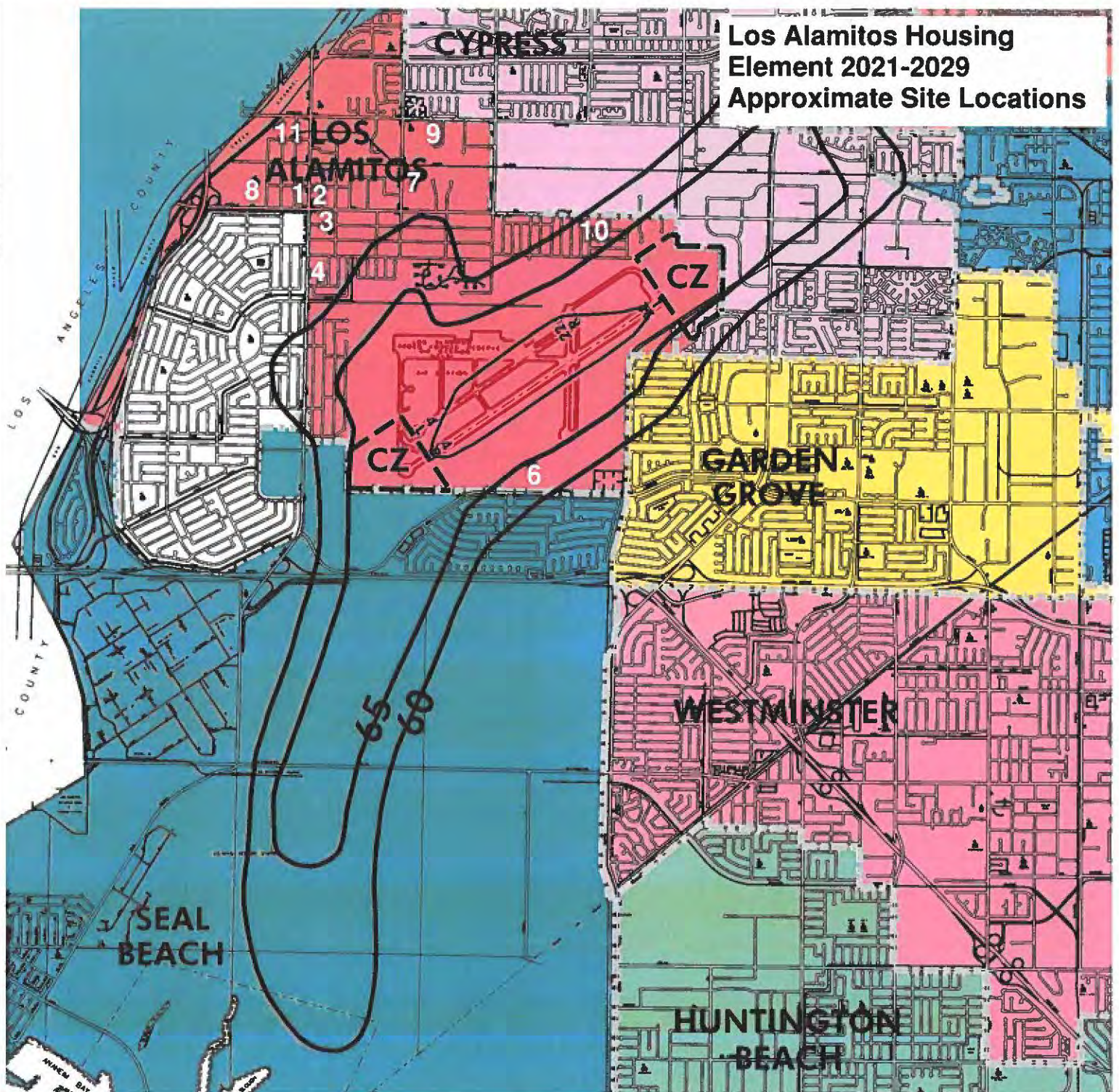
Sites Description

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



0 100 200 300 400 500
Scale in Feet

LEGEND

- 60— CNEL CONTOUR
- — — — RUNWAY PROTECTION ZONE
- · — · — CITY BOUNDARIES

Adopted

ATTACHMENT 3

County

Kari Rigoni Executive Officer

Date

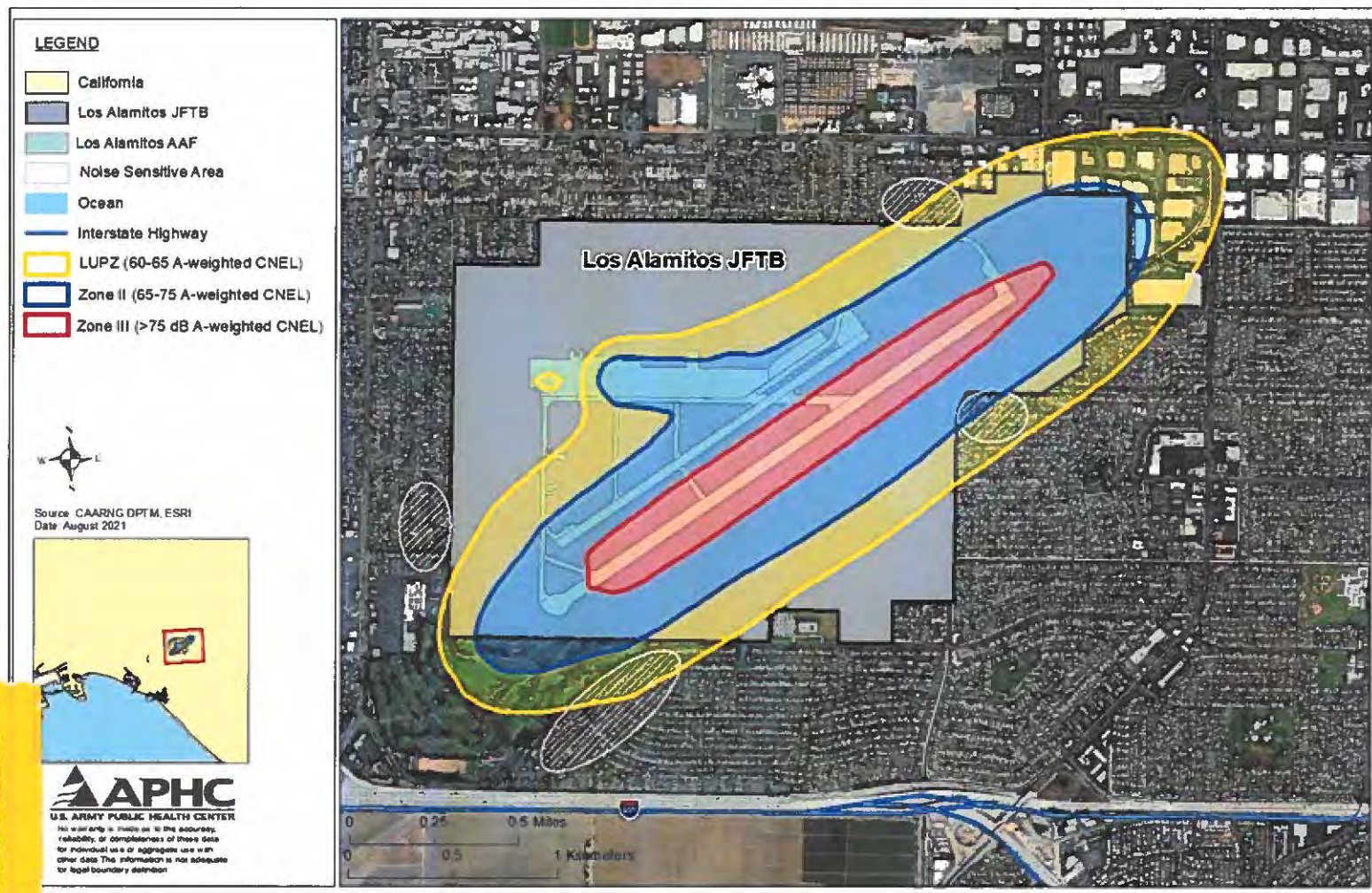


Figure 4-3 Los Alamitos JFTB Aircraft Noise Zones (A-weighted CNEL)

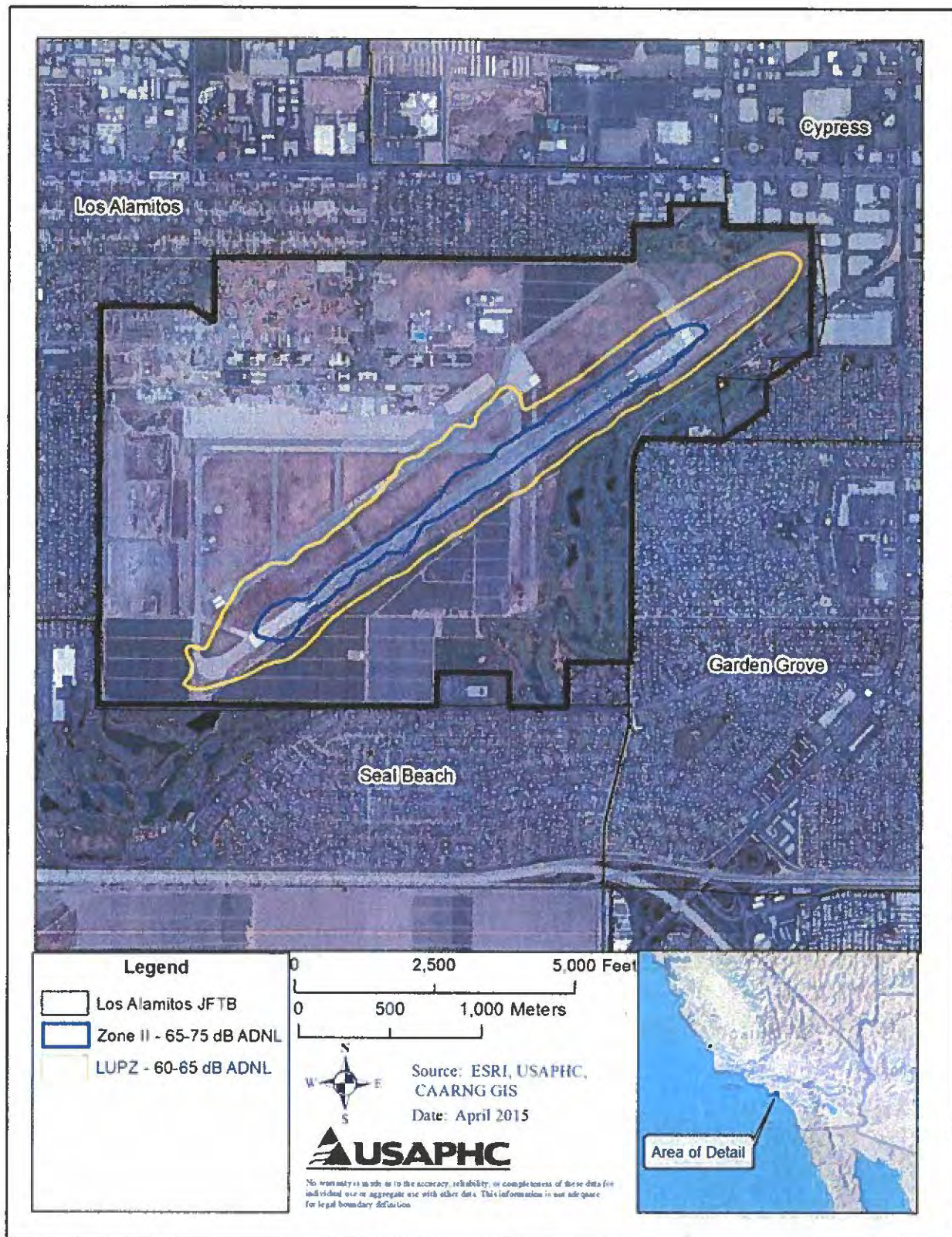
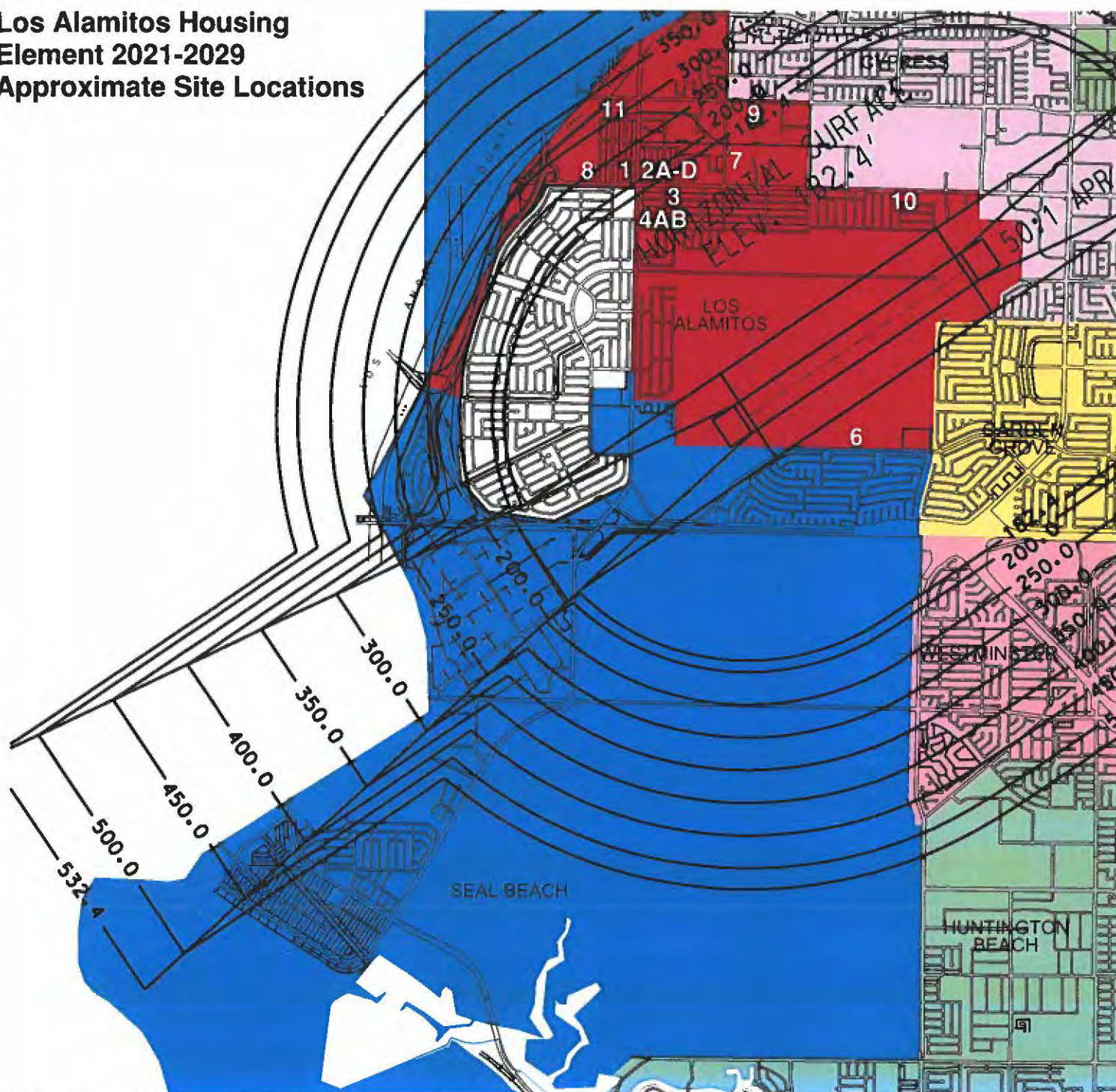


Figure 7-5. LAAAF Aircraft ADNL Noise Zones

ATTACHMENT 5

Los Alamitos Housing Element 2021-2029 Approximate Site Locations



 20,000' Radius
 CITY BOUNDARIES

ATTACHMENT 6

Community

Date _____

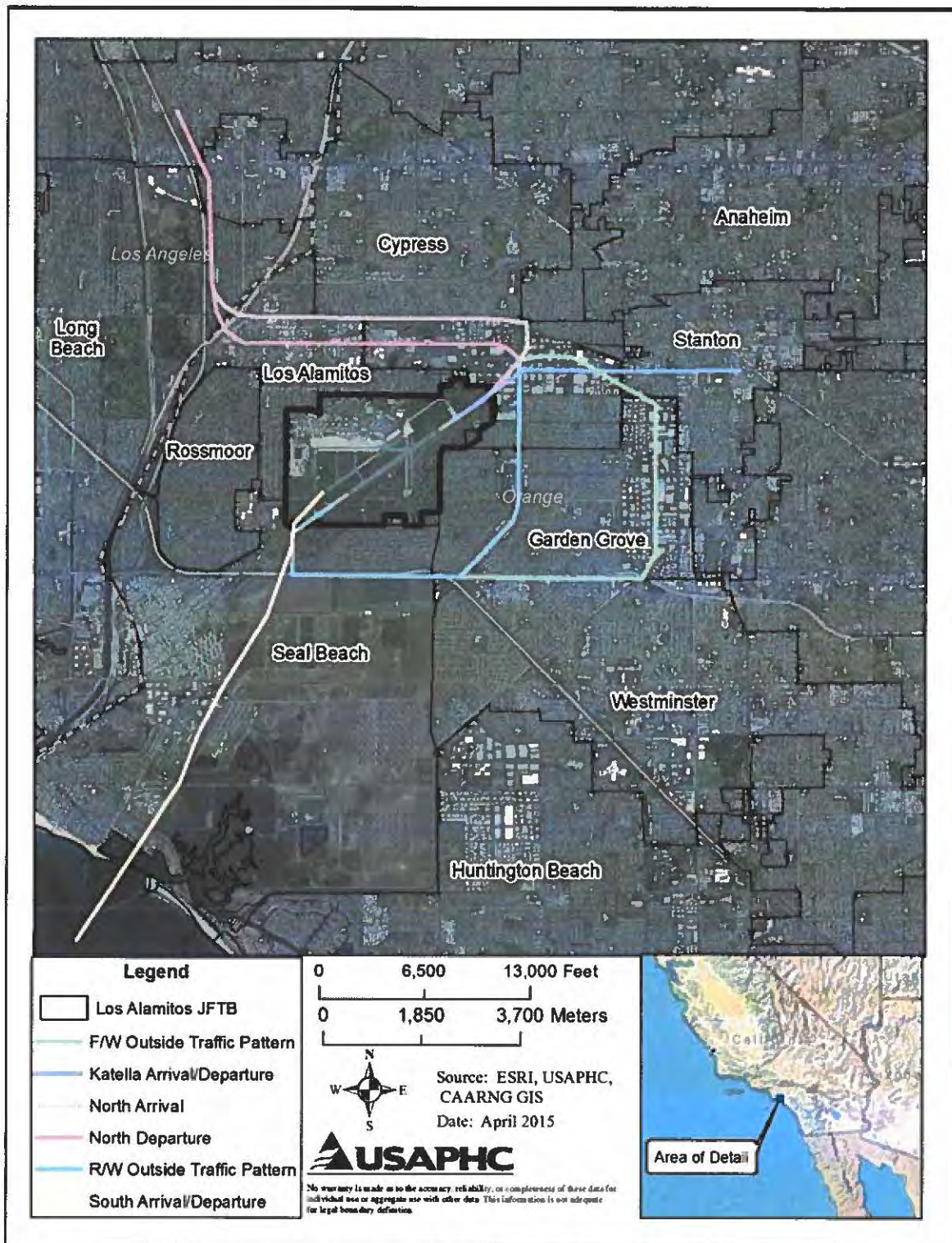


Figure 3-1. JFTB Los Alamitos Flight Routes

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 agendaing. 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

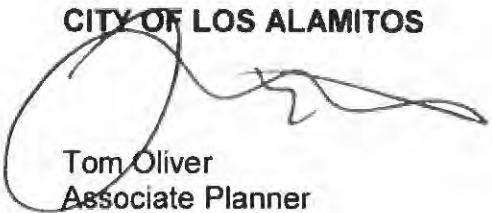
Hi Lea,

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*

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.

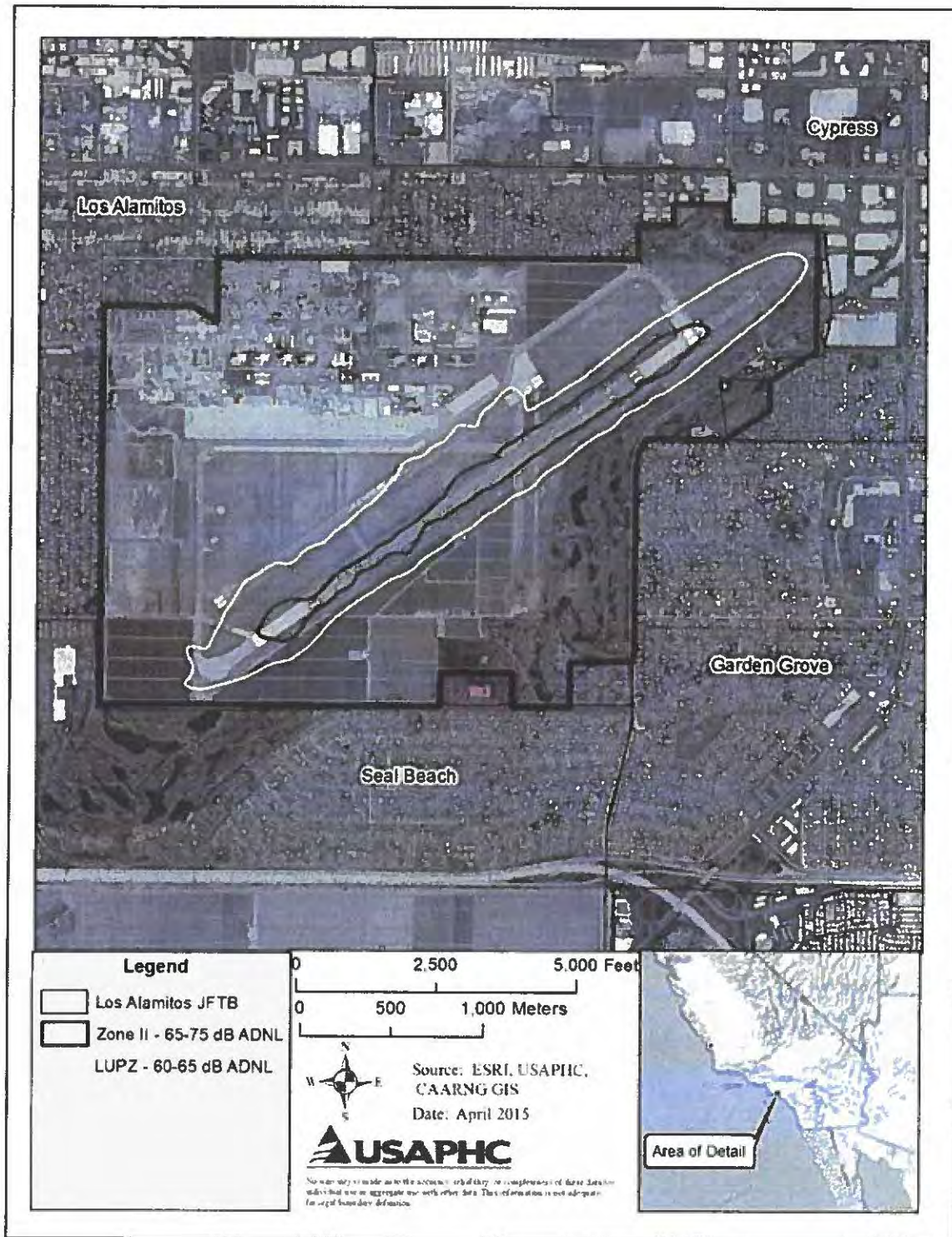


Figure 7-5. LAAAF Aircraft ADNL Noise Zones

JFTB NOISE ASSESSMENT

Environmental Health Sciences, Environmental Noise Consultation Update No. S.0064236b-20,
1 June 2020

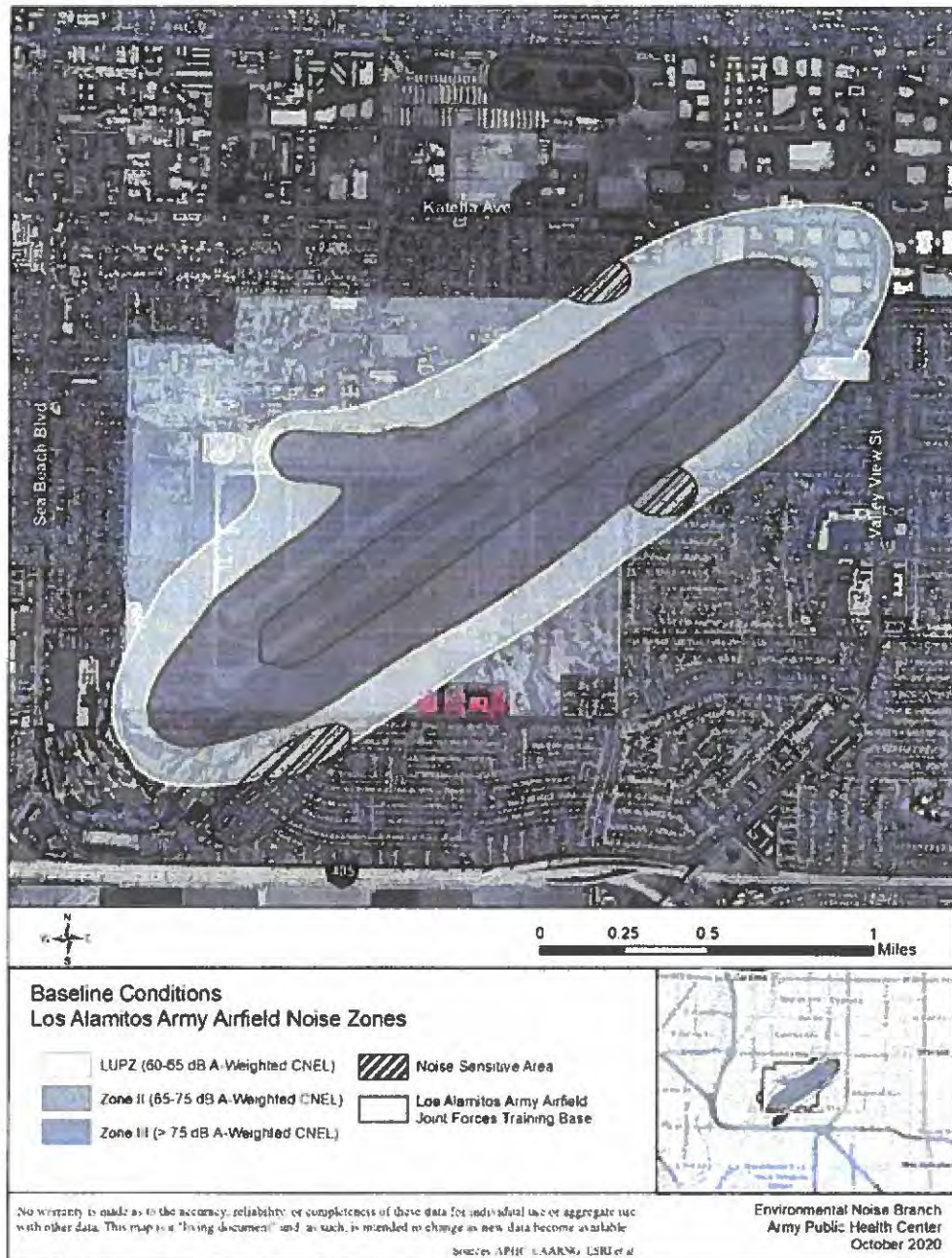


Figure 1. Baseline Los Alamitos Army Airfield Noise Zones

JFTB NOISE ASSESSMENT

Environmental Health Sciences, Environmental Noise Consultation Update No. S.0064236b-20,
1 June 2020

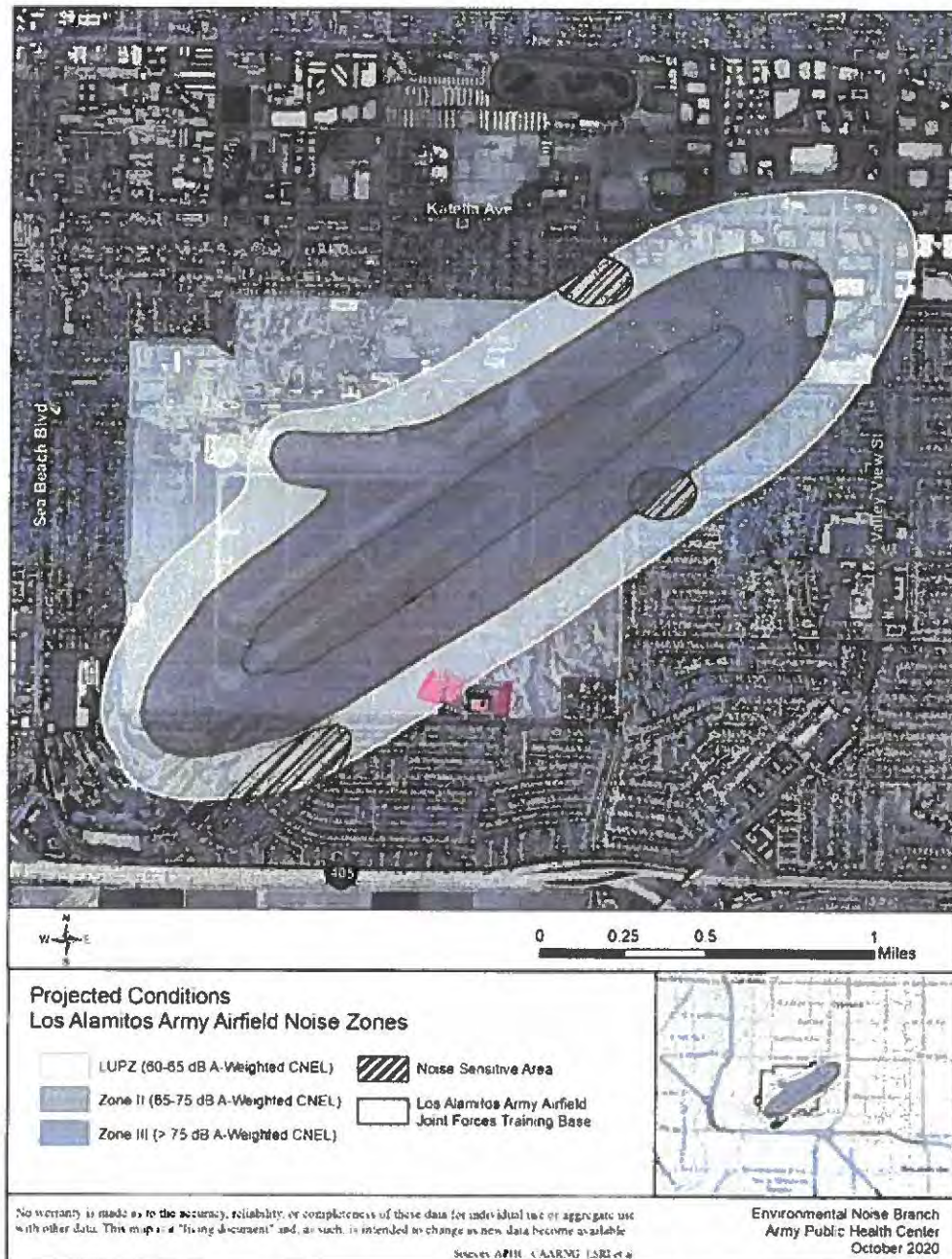


Figure 2. Projected Los Alamitos Army Airfield Noise Zones

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 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 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 Sites 5a-5b and 6 to meet RHNA per 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. The City has seen a significant interest in the redevelopment of these 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



SRe 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 Carritos 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 Carritos 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

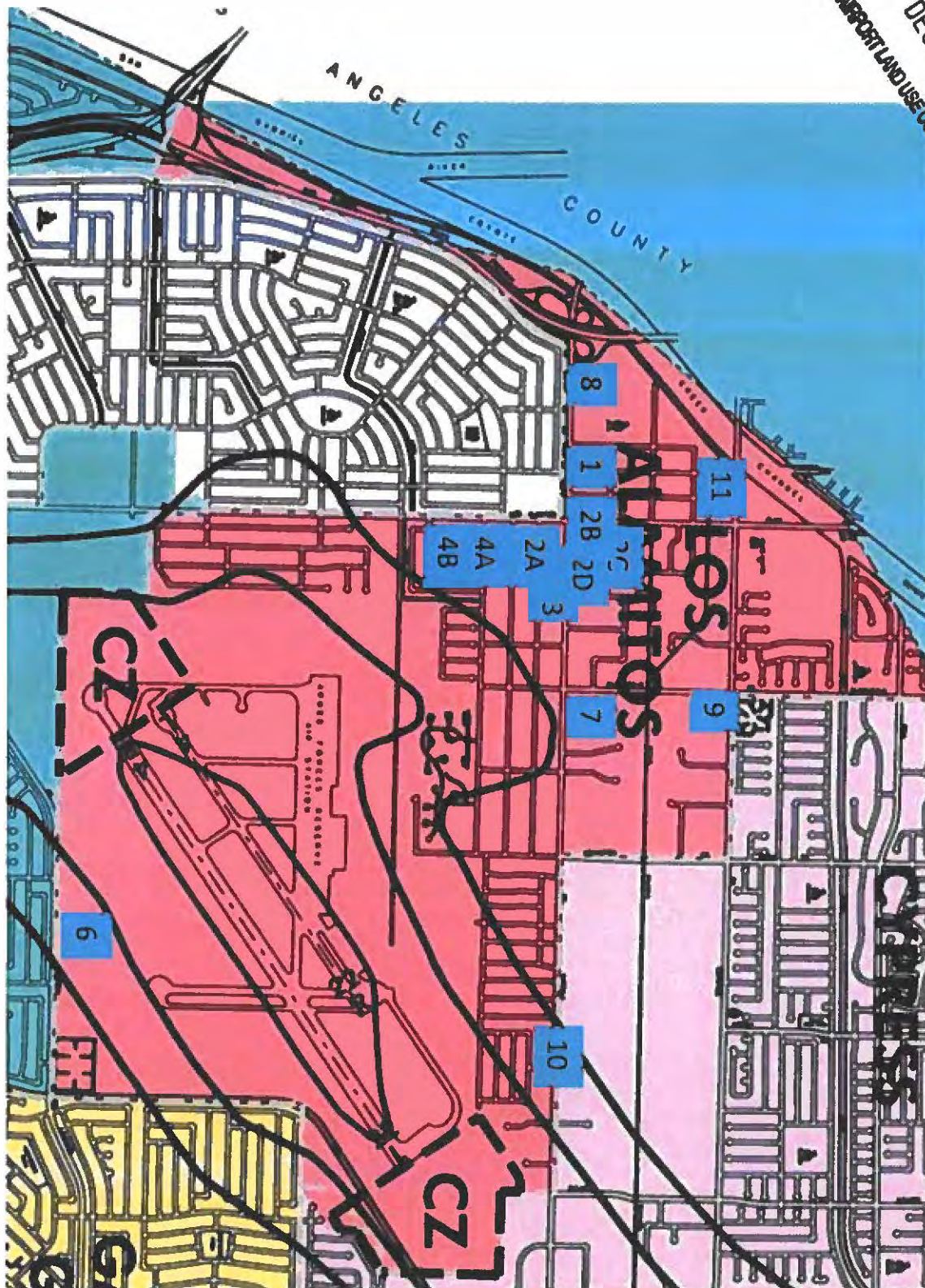
GENERAL PLAN

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.

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DEC 27 2022
AIRPORT LAND USE COMMISSION



Regular City Council Agenda - July 17, 2023
Item 11B

ATTACHMENT 2

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,

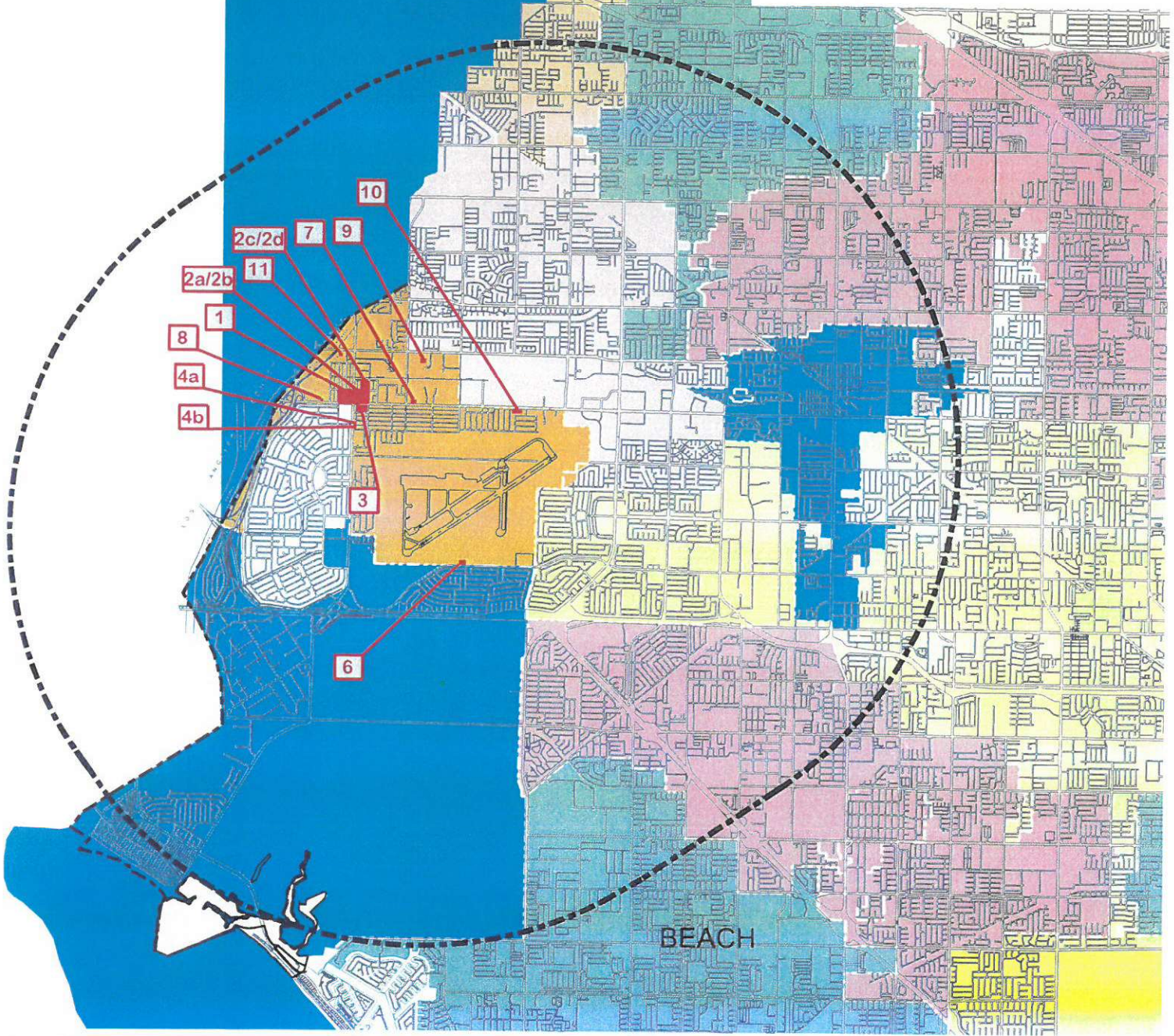


Lea U. Choum
Executive Officer

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

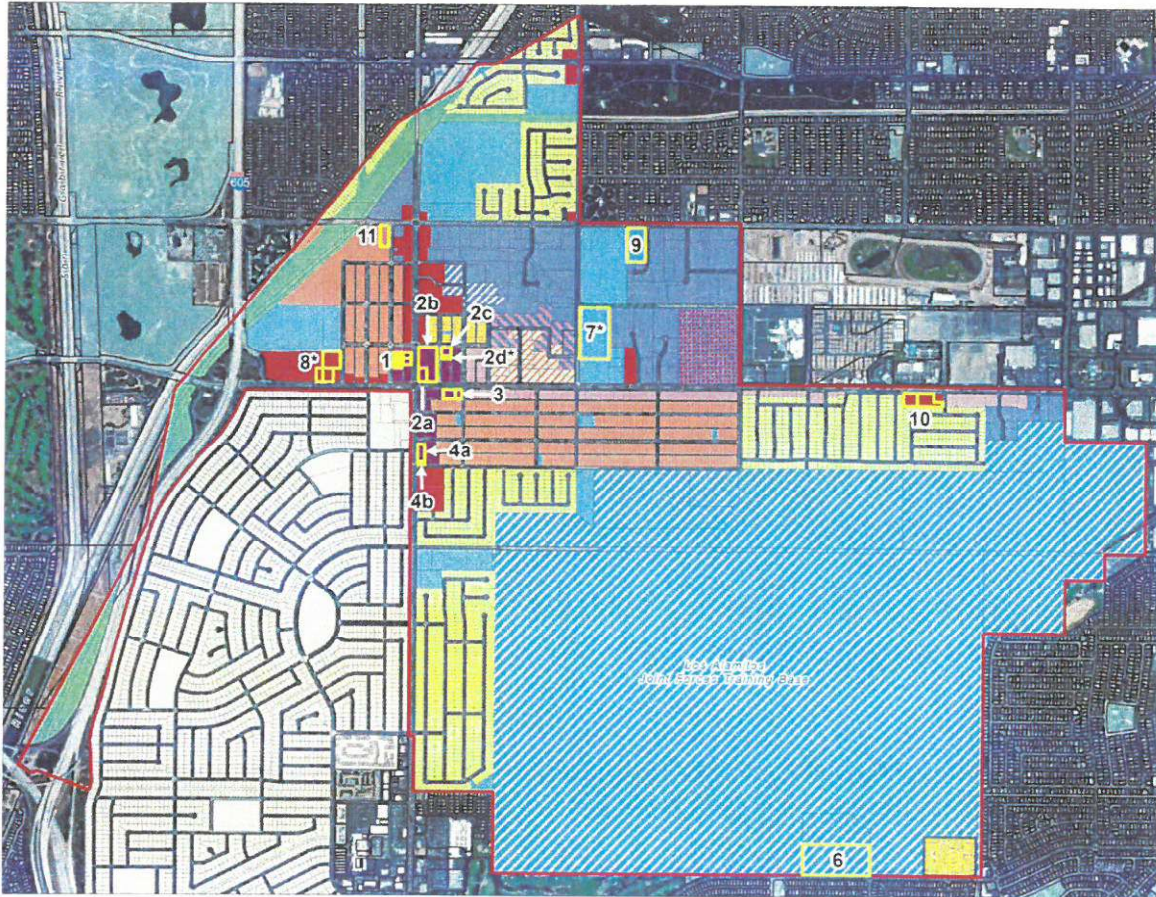
City

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

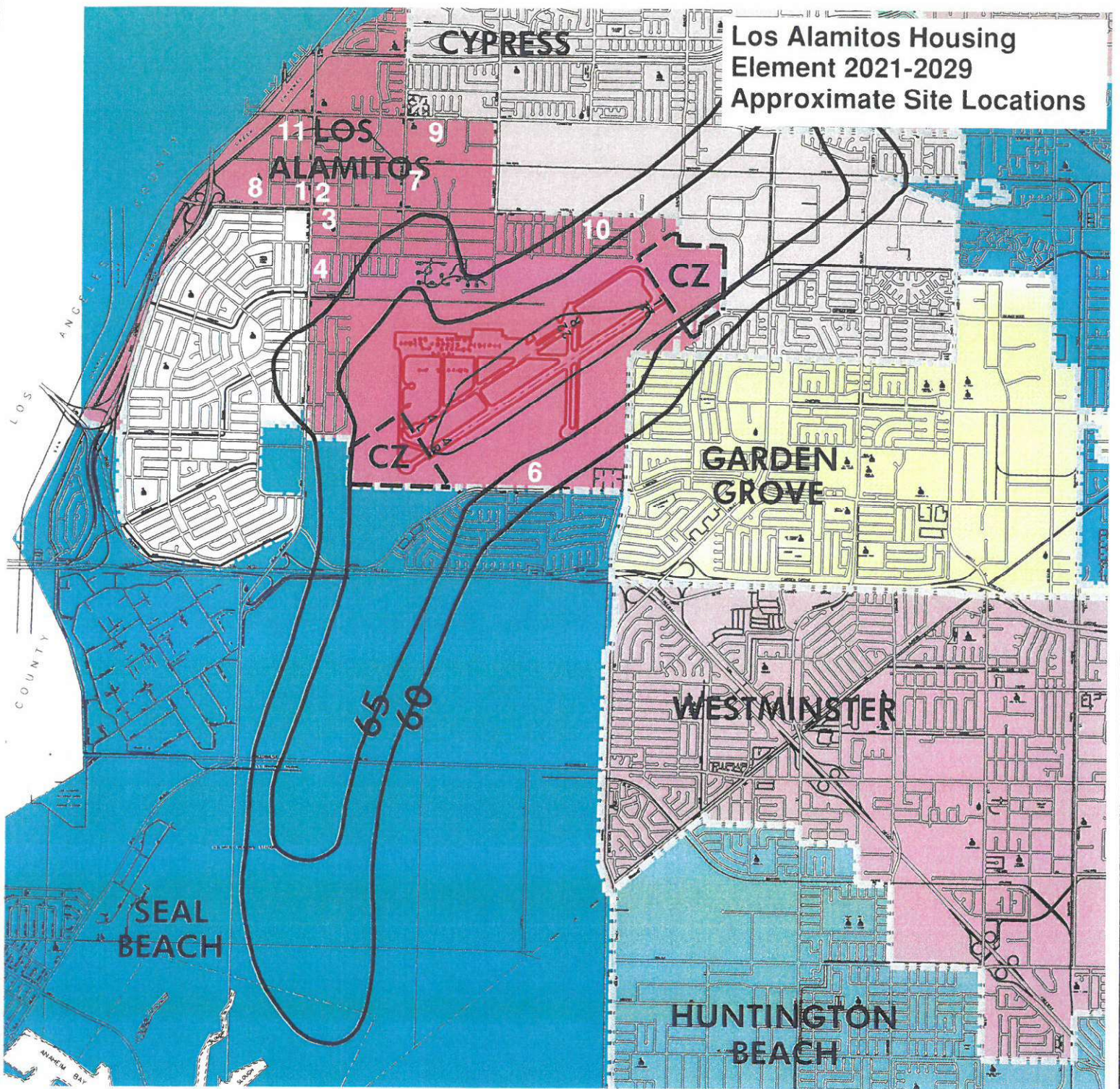
Sites Description

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



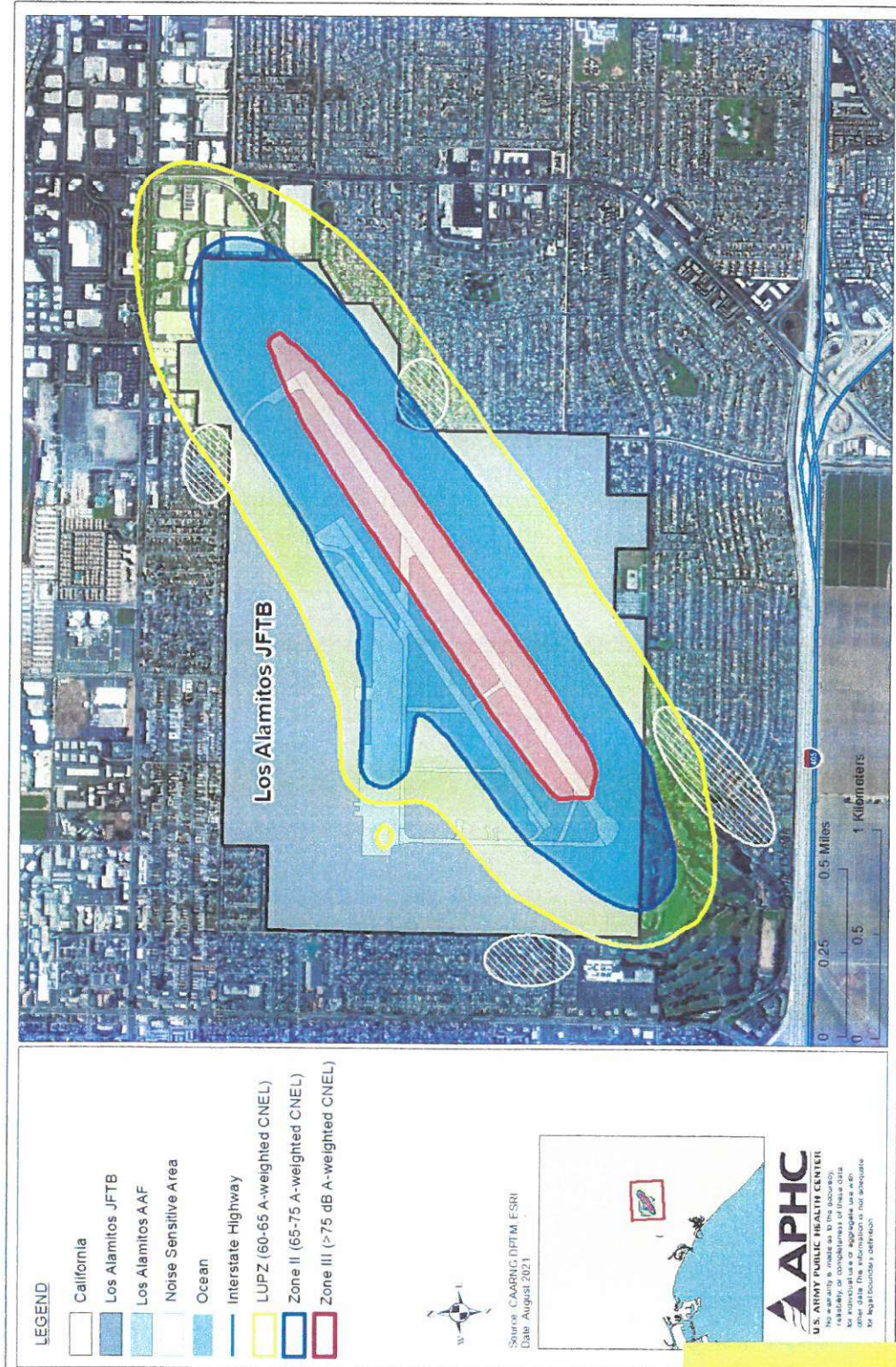
Adopted

ATTACHMENT 3

County

Kari Rigoni Executive Officer

Date
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e 4-3 Los Alamitos JFTB Aircraft Noise Zones (A-weighted CNEL)

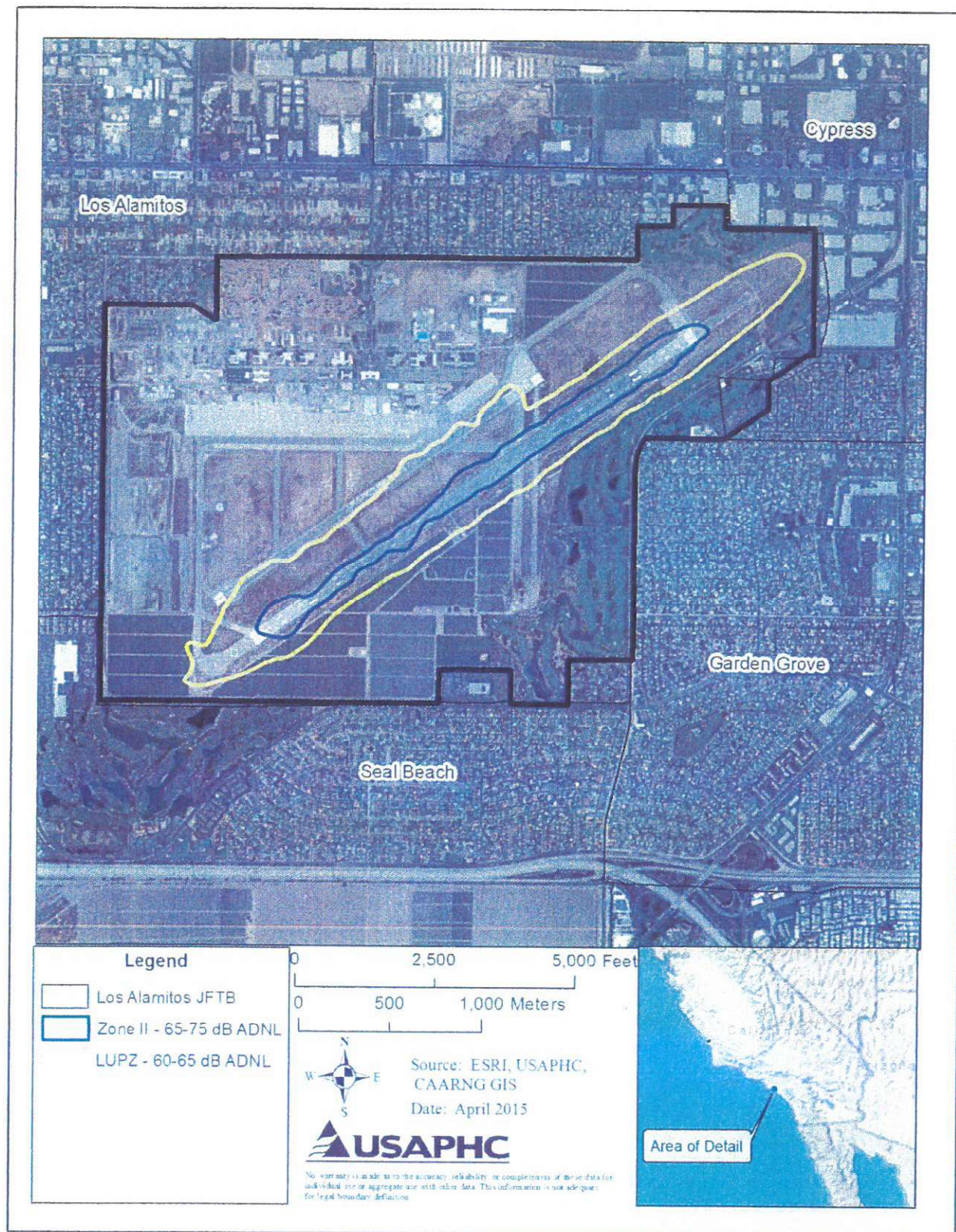
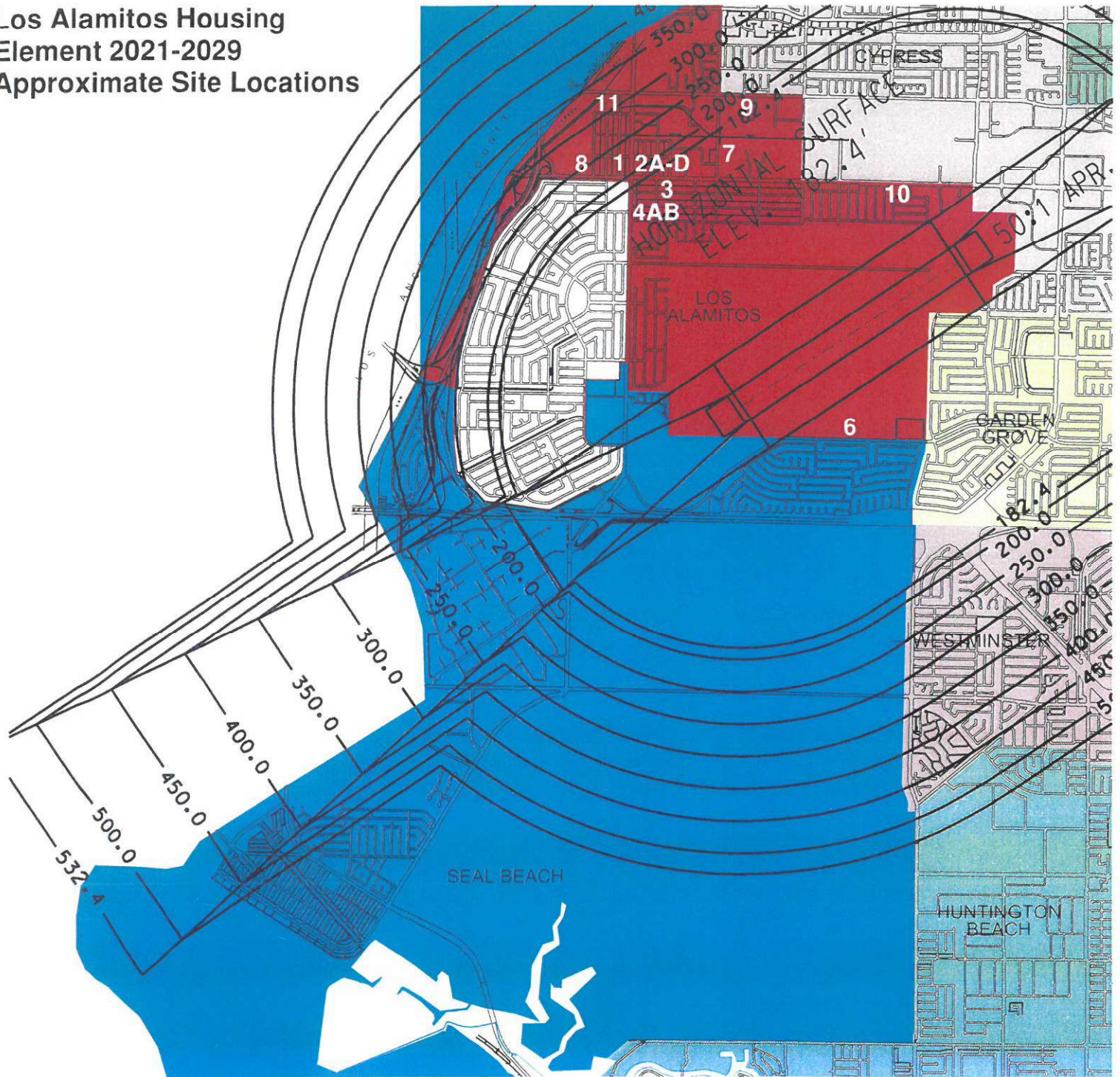


Figure 7-5. LAAAF Aircraft ADNL Noise Zones

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
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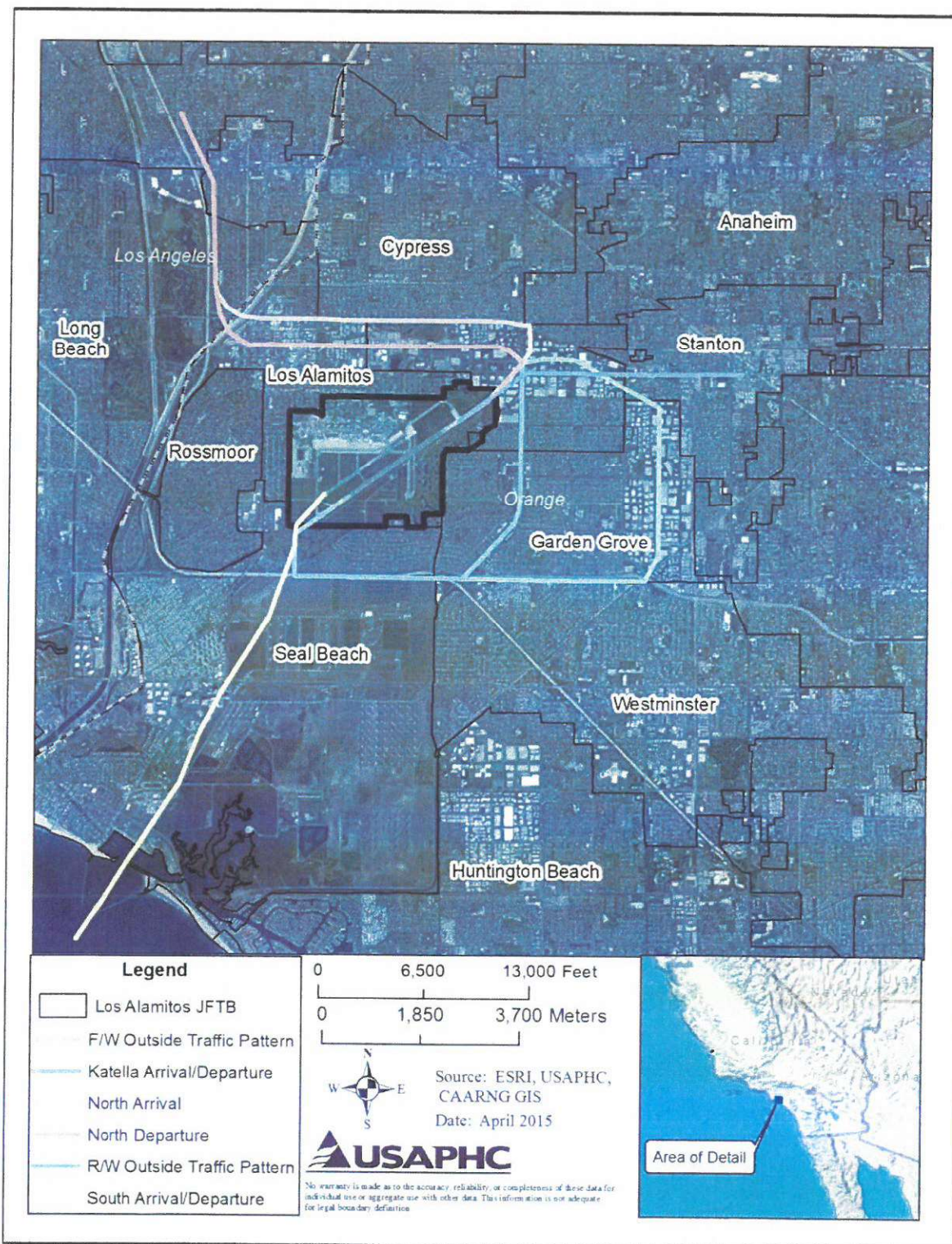


Figure 3-1. JFTB Los Alamitos Flight Routes

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 agendaing. 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

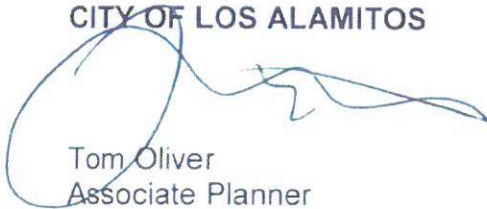
Hi Lea,

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.

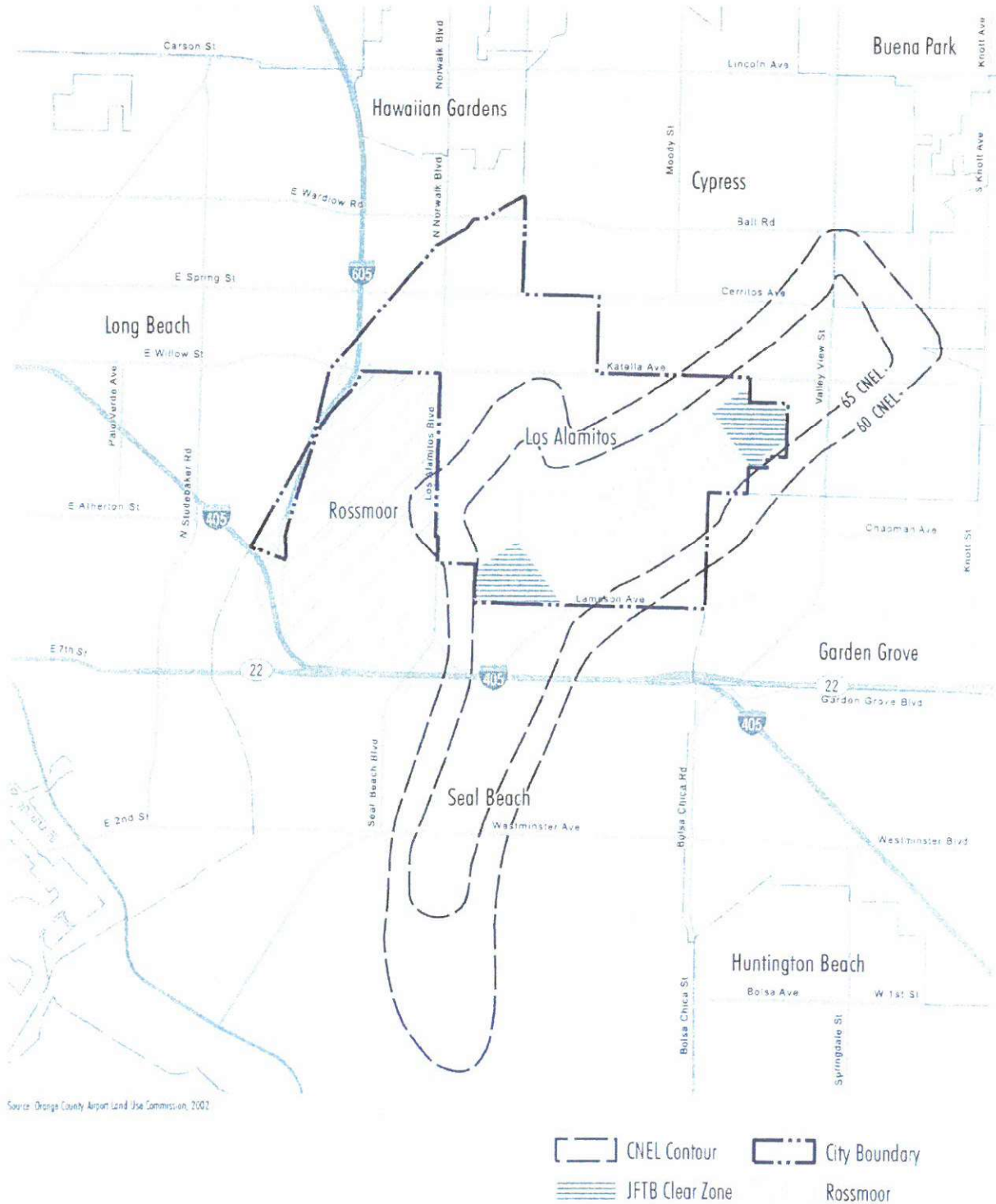
*For airport planning/notification areas, noise contours, safety zones and obstruction imaginary surfaces see Appendix D of the applicable Airport Environs Land Use Plan (AELUP) at:
<https://www.ocair.com/about/administration/airport-governance/commissions/airport-land-use-commission/>

*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



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.

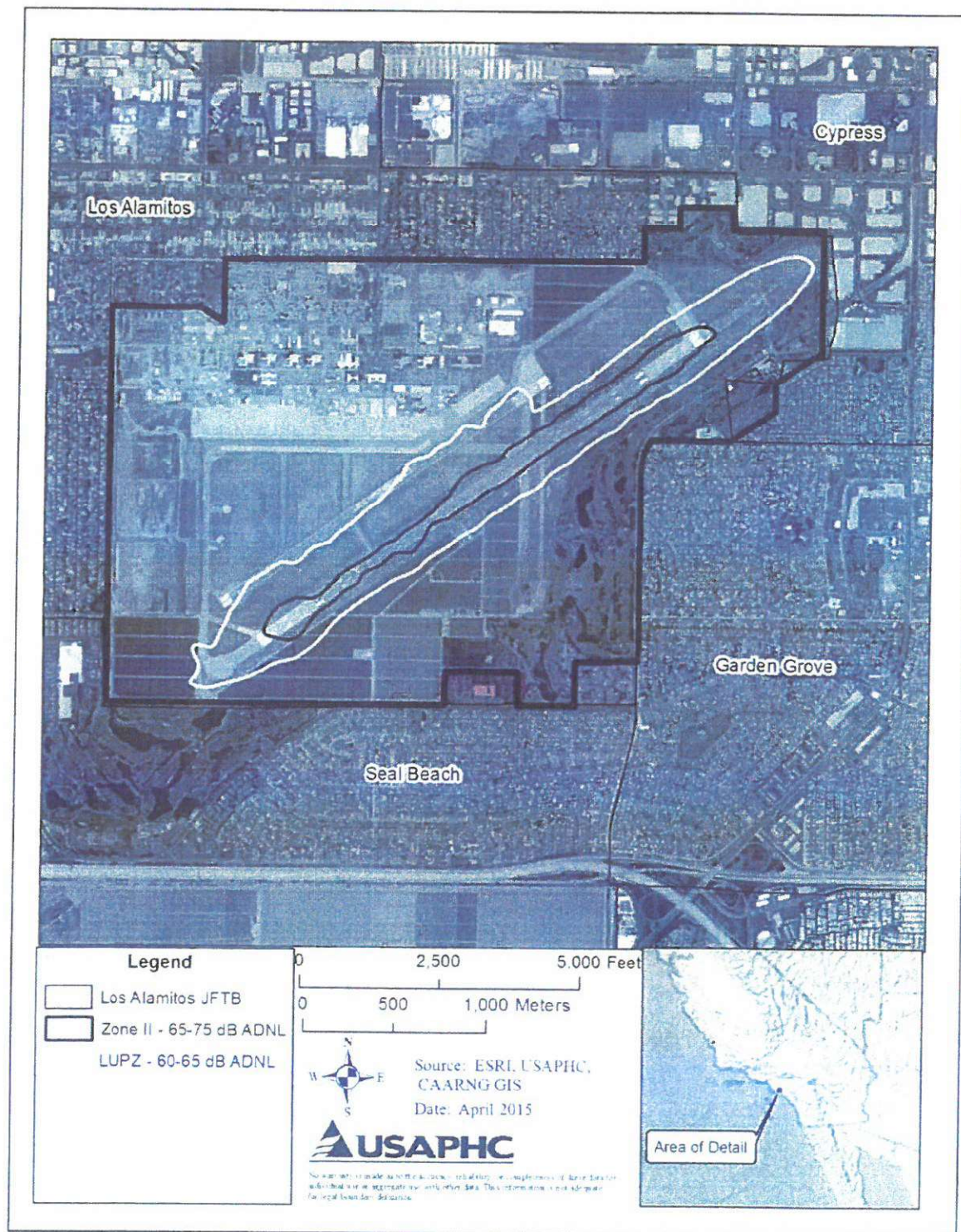


Figure 7-5. LAAAF Aircraft ADNL Noise Zones

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 slated for renewal/upgrade. 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 potential 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

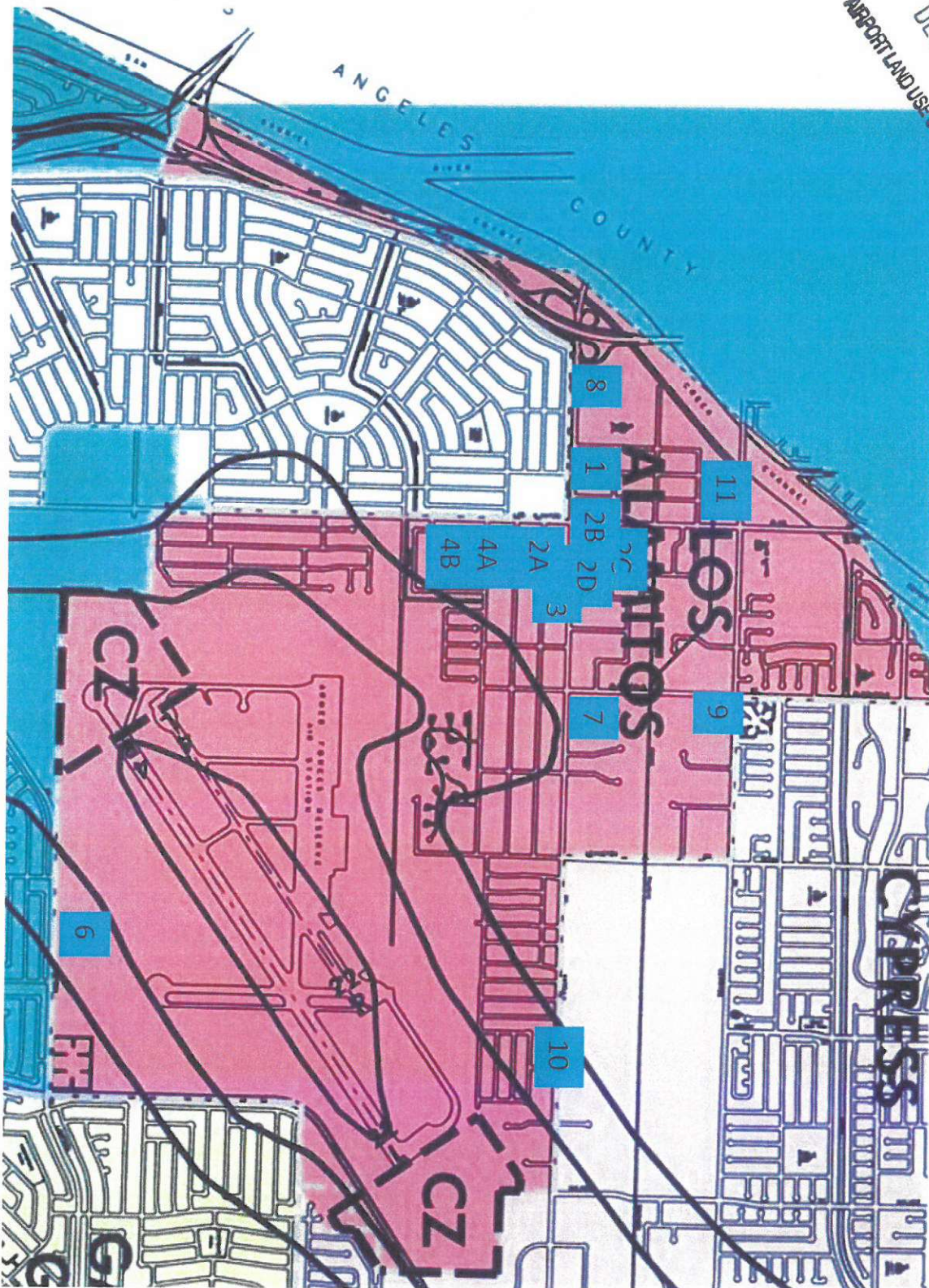
GENERAL PLAN

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.

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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

Regular City Council Agenda - July 17, 2023
Item 11B

ATTACHMENT 3



AIRPORT LAND USE COMMISSION

FOR ORANGE COUNTY

3160 Airway Avenue • Costa Mesa, California 92626 • 949.252.5170 fax: 949.252.6012

March 28, 2023

Ron Noda, Development Services Director
City of Los Alamitos
3191 Katella Ave.
Los Alamitos, CA 90720

Subject: Response to Notice of Intent to Overrule the Airport Land Use Commission
Determination for Los Alamitos General Plan 2021-2029 Housing Element Update

Dear Mr. Noda:

We are in receipt of your March 1, 2023 email letter notifying the Airport Land Use Commission (ALUC) for Orange County of the City's intent to overrule the ALUC's inconsistency determination on its General Plan Amendment for its 2021-2029 Housing Element Update. City Council Resolution No. 2023-04 was attached. In accordance with Section 21676 of the Public Utilities Code, the ALUC submits the following comments addressing the proposed overrule findings for the above-referenced project. This letter is advisory to the City and must be included in the public record of any final decision to overrule the ALUC, which may only be adopted by a two-thirds vote of the City's governing body.

Please be advised that California Public Utilities Code (PUC) Section 21678 states: "With respect to a publicly owned airport that a public agency does not operate, if the public agency pursuant to Section 21676, 21676.5, or 21677 overrules a commission's action or recommendation, the operator of the airport shall be immune from liability for damages to property or personal injury caused by or resulting directly or indirectly from the public agency's decision to overrule the commission's action or recommendation."

Background

On January 19, 2023, the ALUC for Orange County found the Los Alamitos Housing Element Update to be inconsistent with the *Airport Environs Land Use Plan (AELUP) for Joint Forces Training Base Los Alamitos (JFTB Los Alamitos)* on a 5-1 vote. The inconsistent finding was based on AELUP Sections 2.1.1 and 3.2.1 and PUC Sections 21674(a) and 21674(b).

While the City referred the proposed Housing Element Update to ALUC prior to approval by the City Council, the City approved its General Plan Amendment on February 21, 2023, prior to completing the overrule process in accordance with the PUC Section 21676(b).

ALUC has the following comments regarding the findings of facts included in Resolution 2023-04:

Response to Finding “a” Regarding Protection of the Public from Adverse Effects:

As noted in the City’s finding, the AELUP for JFTB Los Alamitos 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. However, proposed housing Sites 6 and 10 are located in close proximity to JFTB Los Alamitos. As stated in Section 2.2 of the *AELUP for JFTB Los Alamitos*, “[t]he Commission may consider the utilization of criteria for protecting aircraft traffic patterns at this airport which may differ from those contained in FAR Part 77, should evidence of health, welfare, or safety surface sufficient to justify such an action.”

Response to Findings “b” and “c” Regarding Noise Standards:

The ALUC inconsistency determination was based in part on AELUP Section 2.1.1 which states “aircraft noise emanating from airports may be incompatible with the general welfare of the inhabitants within the vicinity of an airport,” and partly on General Land Use Policies in Section 3.2.1 which states that “within the boundaries of the AELUP, any 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.” The ALUC believes that the proposed new locations for residential units would be highly affected by airport noise due to the close proximity to the airport and that the past and current land use designations of “Community and Institutional” and “Retail Business” are the appropriate designations for these sites to not concentrate people in this area which is susceptible to aircraft accidents. The proposed Housing Element Update would allow for the introduction of residential uses which are not suitable and would subject the future residents to excessive noise and safety risks.

Response to Finding “d” Regarding Safety:

While none of the proposed opportunity sites are located within the Accident Potential Zones or Clear Zones, the ALUC considers the broader definition of “safety” as stated above and in Section 3.2.1 of the *AELUP for JFTB Los Alamitos*. The north departure path close to the Laurel Park (Site 7) is shown in Attachment 7 of the ALUC Staff Report (entire staff report is attached to this letter). It is the pink line in Figure 3-1: JFTB Los Alamitos Flight Routes and the blue line in Figure 4-2 from the 2022 CARNG ICUZ. Allowing residential uses adjacent to the flight tracks would concentrate people in an area susceptible to aircraft accidents and is not recommended.

Response to Finding “e” Regarding Purpose and Intent of the AELUP

The City states that the “proposed project is consistent with the purpose and intent of the AELUP and will not result in incompatible land uses adjacent to JFTB Los Alamitos.” By virtue of being clearly stated in *AELUP for JFTB Los Alamitos* Sections 1.2 “Purpose and Scope” and 2.0 “Planning Guidelines,” the ALUC understands the complex legal charge to protect public

airports from encroachment by incompatible land use development, while simultaneously protecting the health, safety and welfare of citizens who work and live in the airport's environs. To this end, and as also statutorily required, ALUC proceedings are benefited by several members having expertise in aviation. Based upon careful consideration of all information provided, and input from ALUC members with expertise in aviation, the ALUC found the Housing Element Update to be Inconsistent with the *AELUP for JFTB Los Alamitos*.

We urge the City Council to take ALUC's concerns into consideration in its deliberations prior to deciding whether to overrule ALUC. Thank you for the opportunity to provide these comments.

Sincerely,

Lea Choum for

Gerald A. Bresnahan
Chairman

Attachment: January 19, 2023 ALUC Staff Report

cc: Members of Airport Land Use Commission for Orange County
Gabrielle Sefranek, Caltrans/Division of Aeronautics



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 (AEUP) 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 *AEUP 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 AEUP 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 (AEUP) 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 AEUP. Figure 6 shows the 60 and 65 dBA CNEL noise contours from the AEUP.”

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 *AELUP 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,

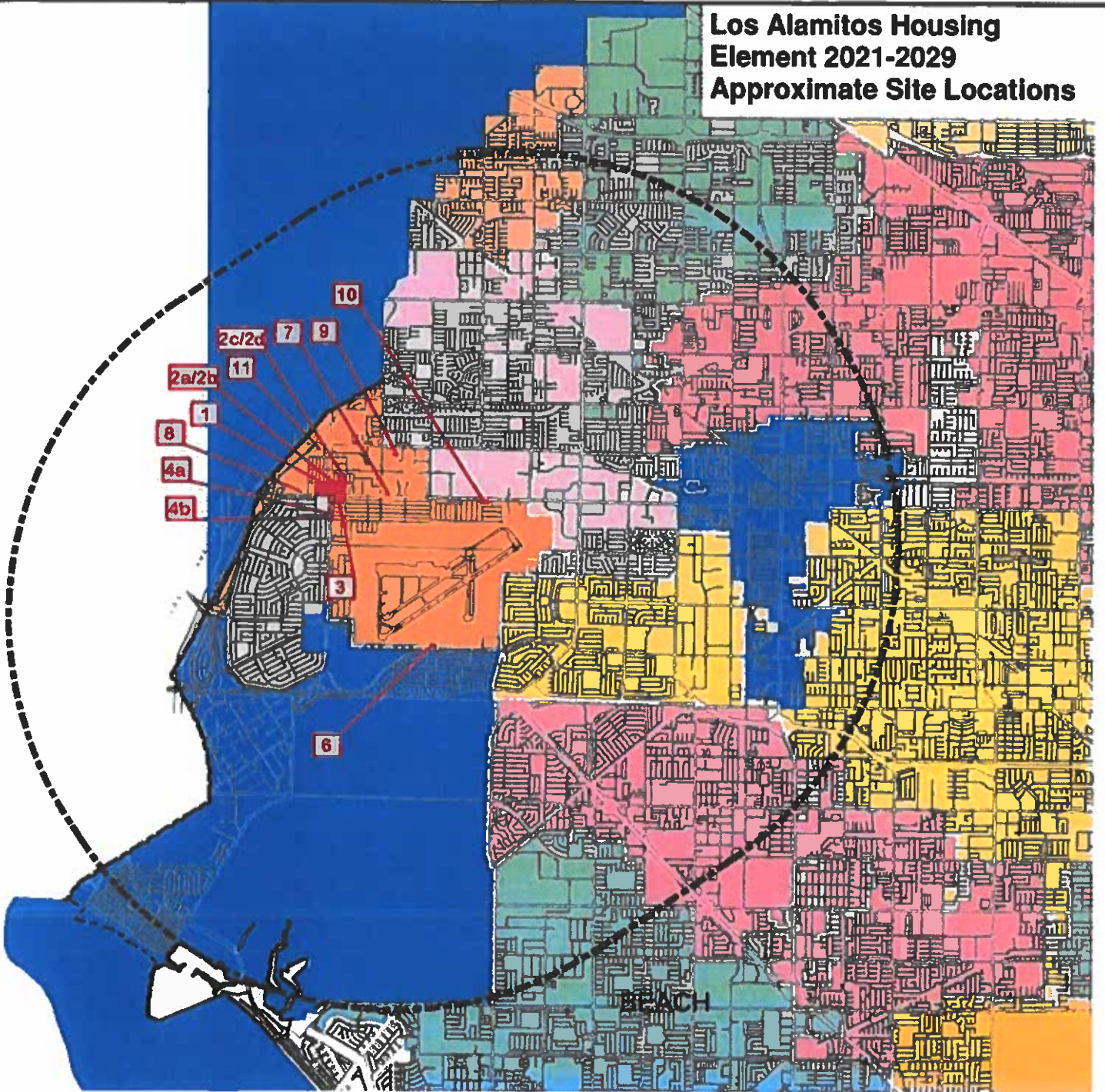


Lea U. Choum
Executive Officer

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

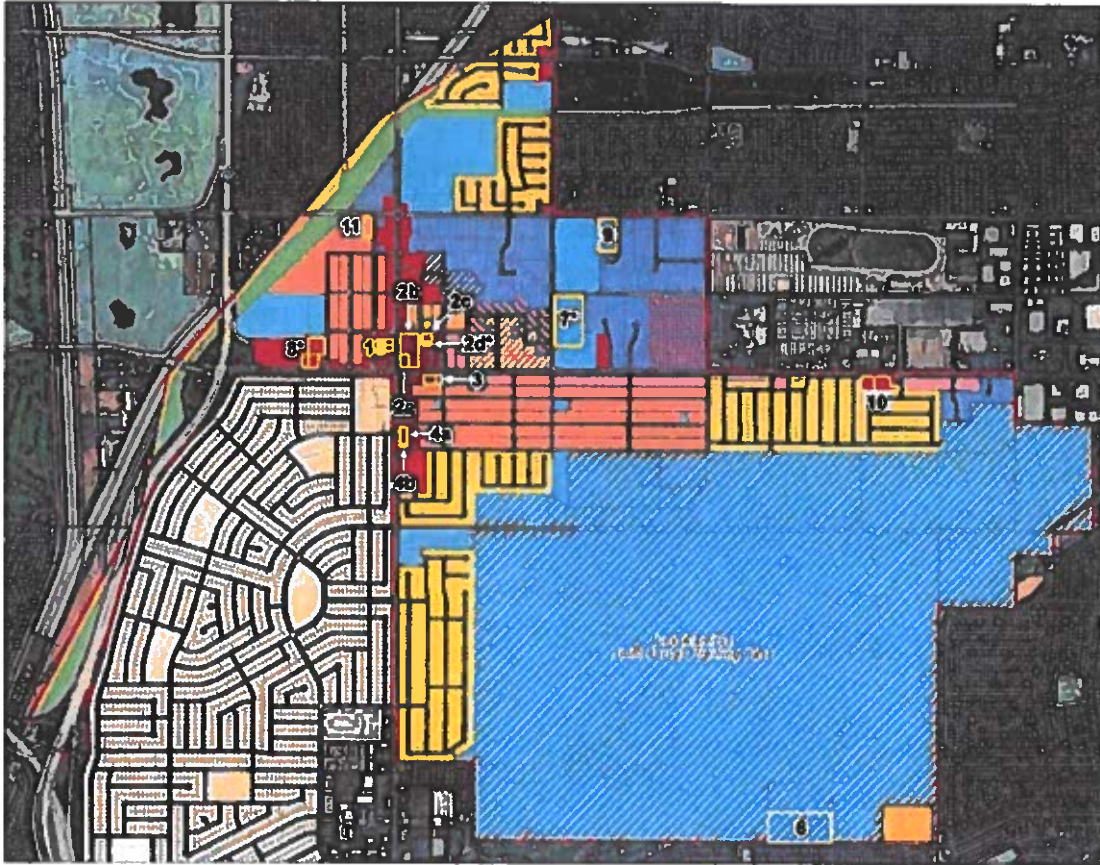
City

Lea Choum, Executive Officer

Date



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

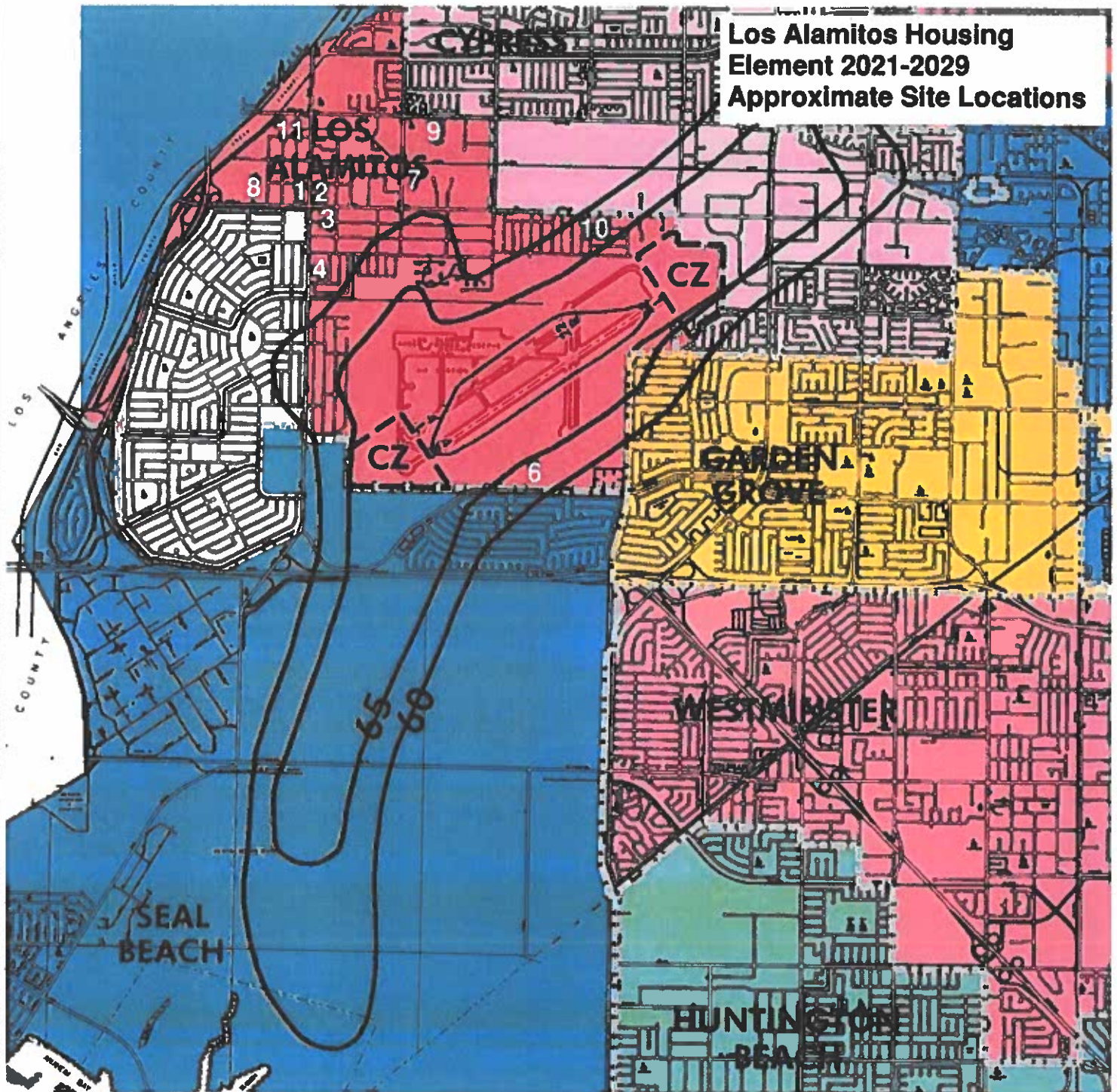
Site ID	APN	Address	Acres	Existing GP	Existing Zoning	Proposed Zoning	Projected Density	Max# Units
1	242-203-27	10909 Los Alamitos Blvd	0.85	Mixed Use	TCMU	TCMU	60	86
	242-203-28	10877 Los Alamitos Blvd	0.58	Mixed Use	TCMU	TCMU	60	
2a	242-171-02	10956 Los Alamitos Blvd	0.68	Mixed Use	TCMU	TCMU	60	41
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-I	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

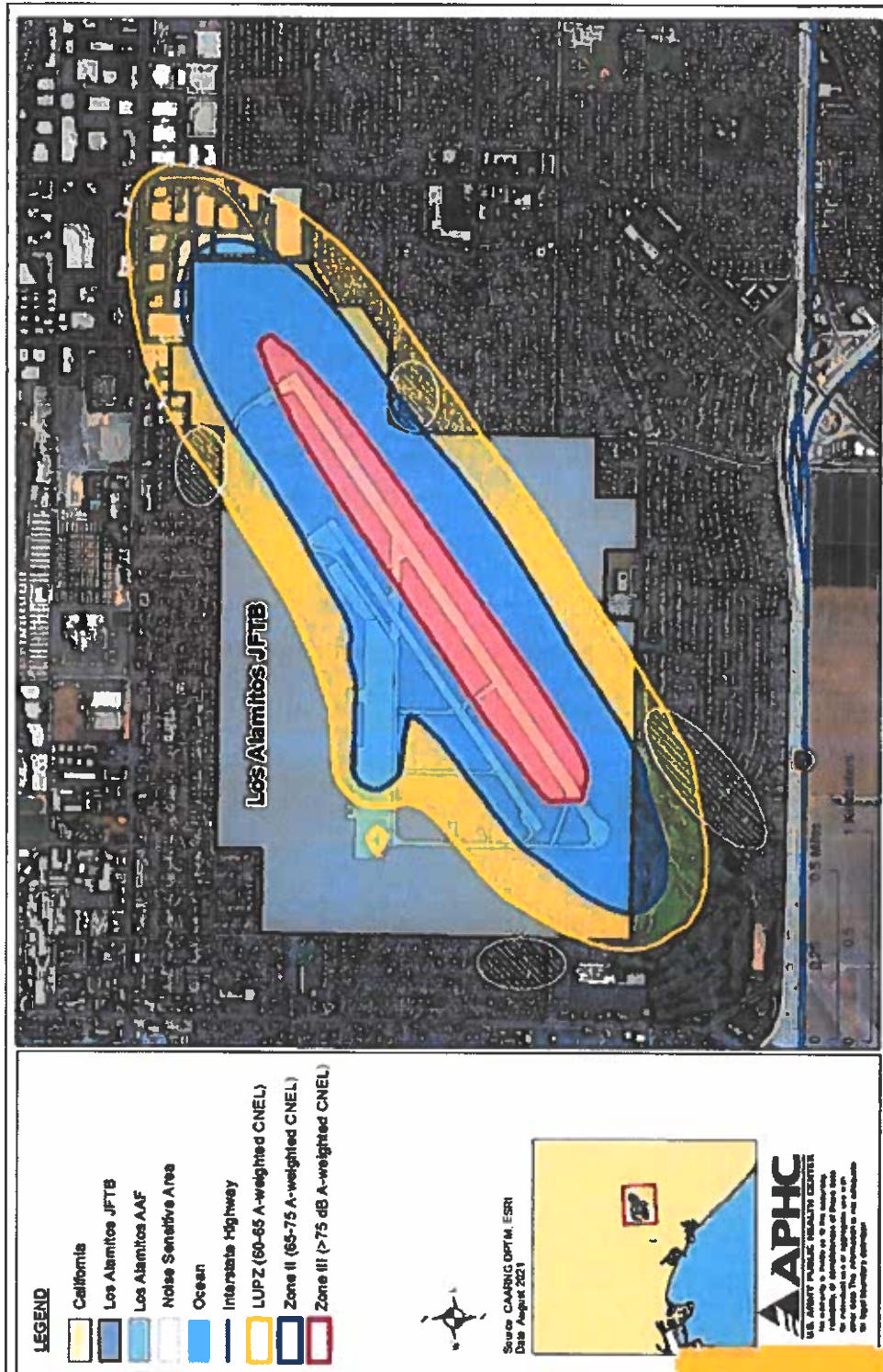
Adopted

ATTACHMENT 3

County

Kari Rigoni Executive Officer

Date



c-4-3 Los Alamitos JFTB Aircraft Noise Zones (A-weighted CNEL)

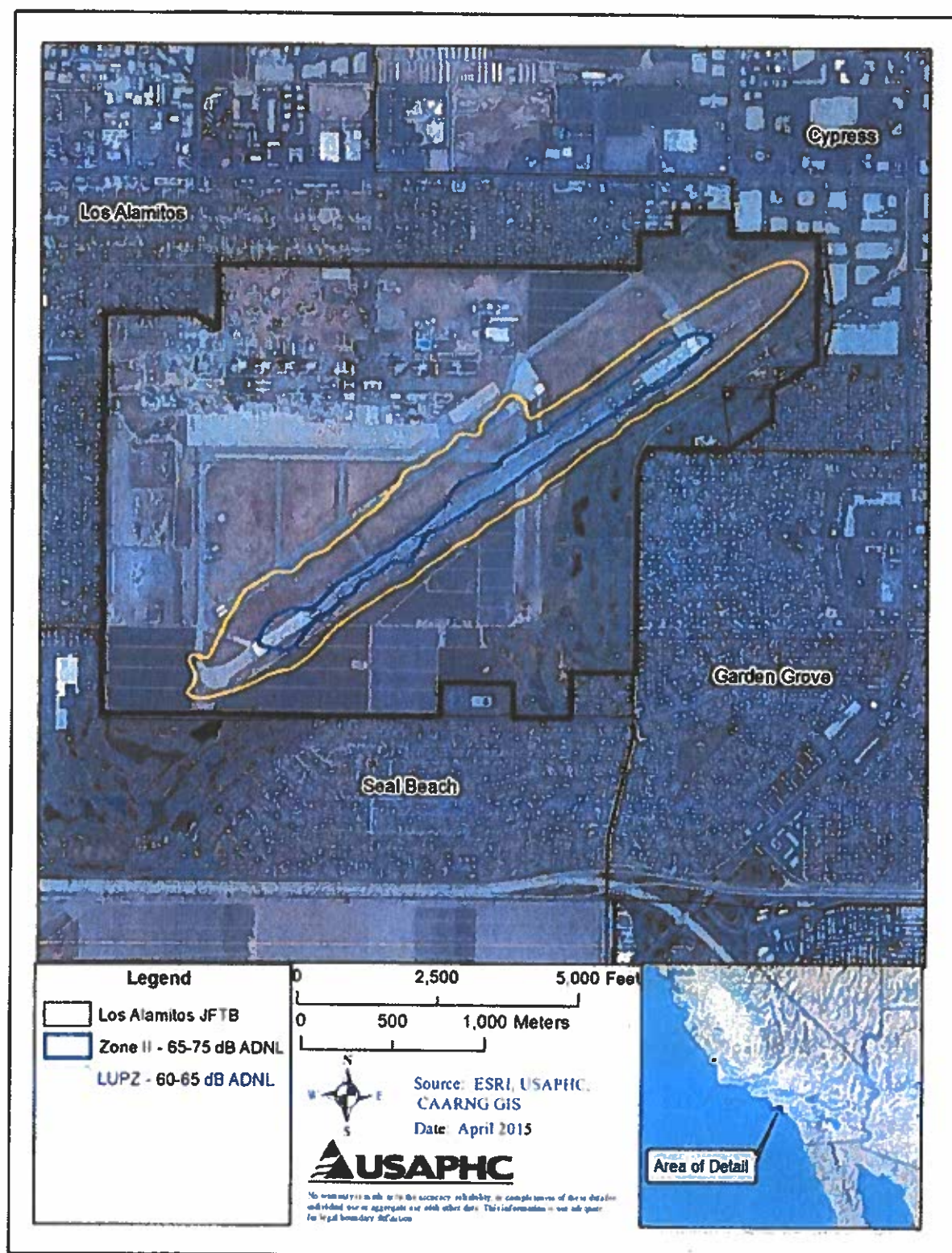
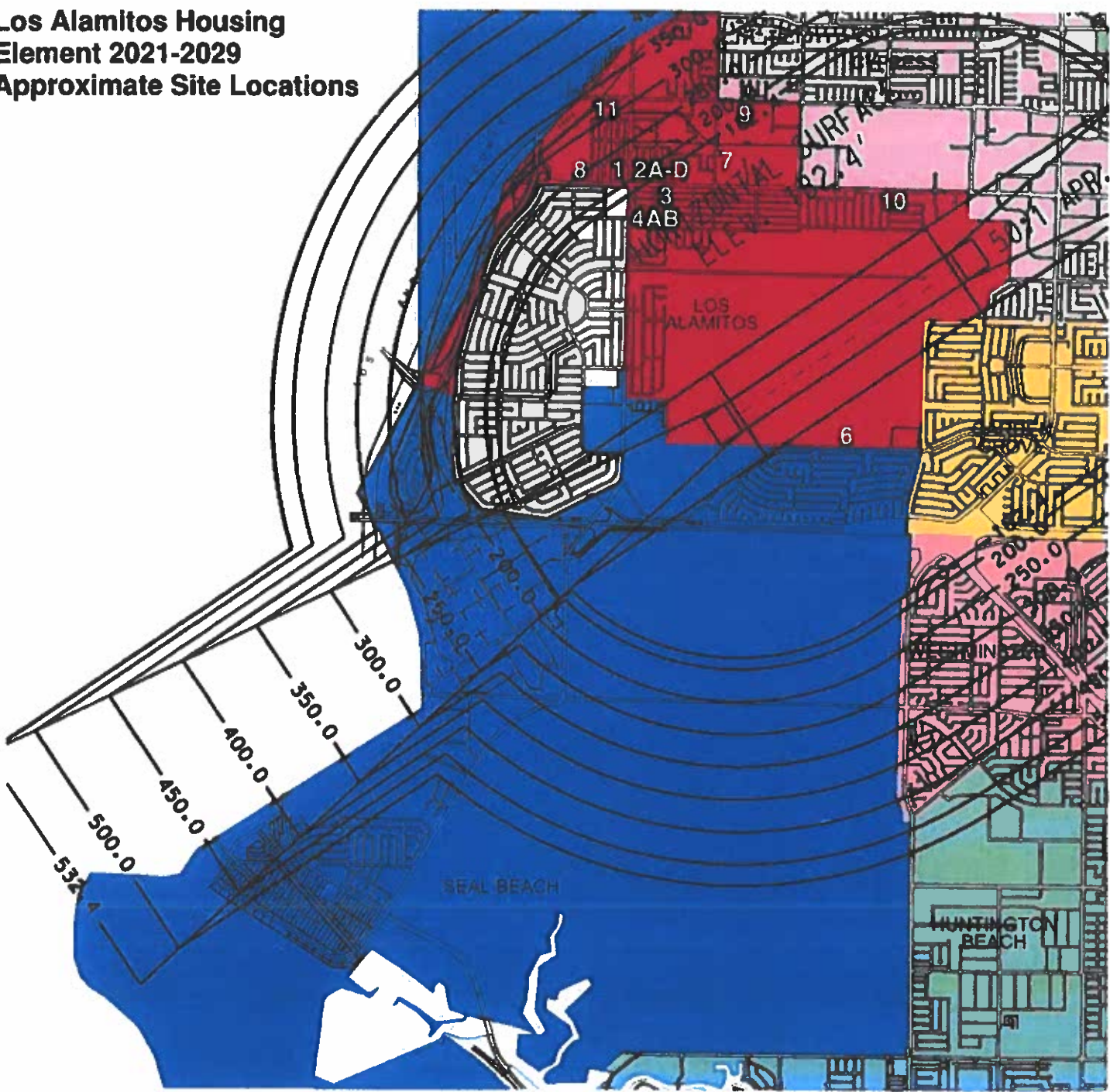


Figure 7-5. LAAAF Aircraft ADNL Noise Zones

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

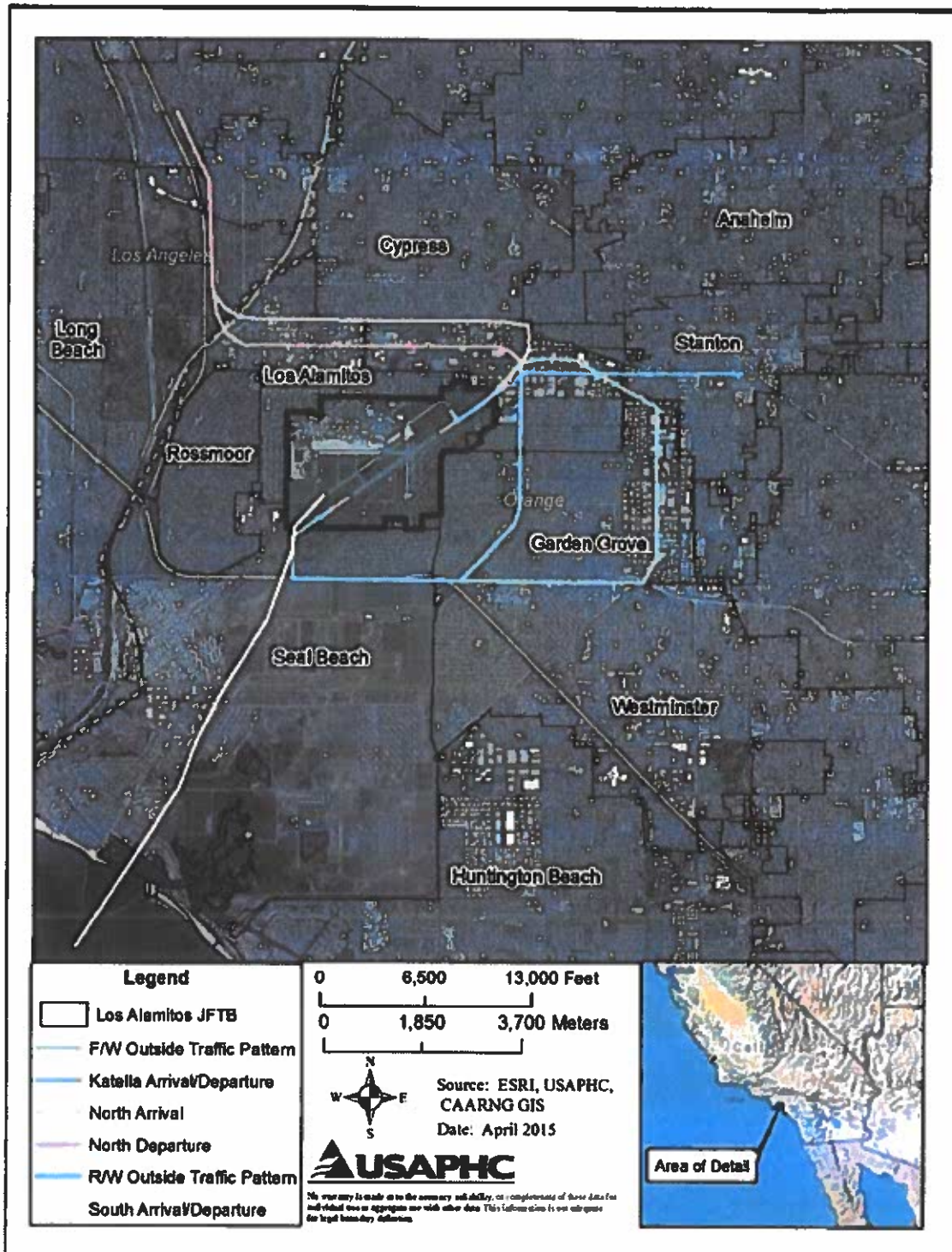


Figure 3-1. JFTB Los Alamitos Flight Routes

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 Kalella 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**

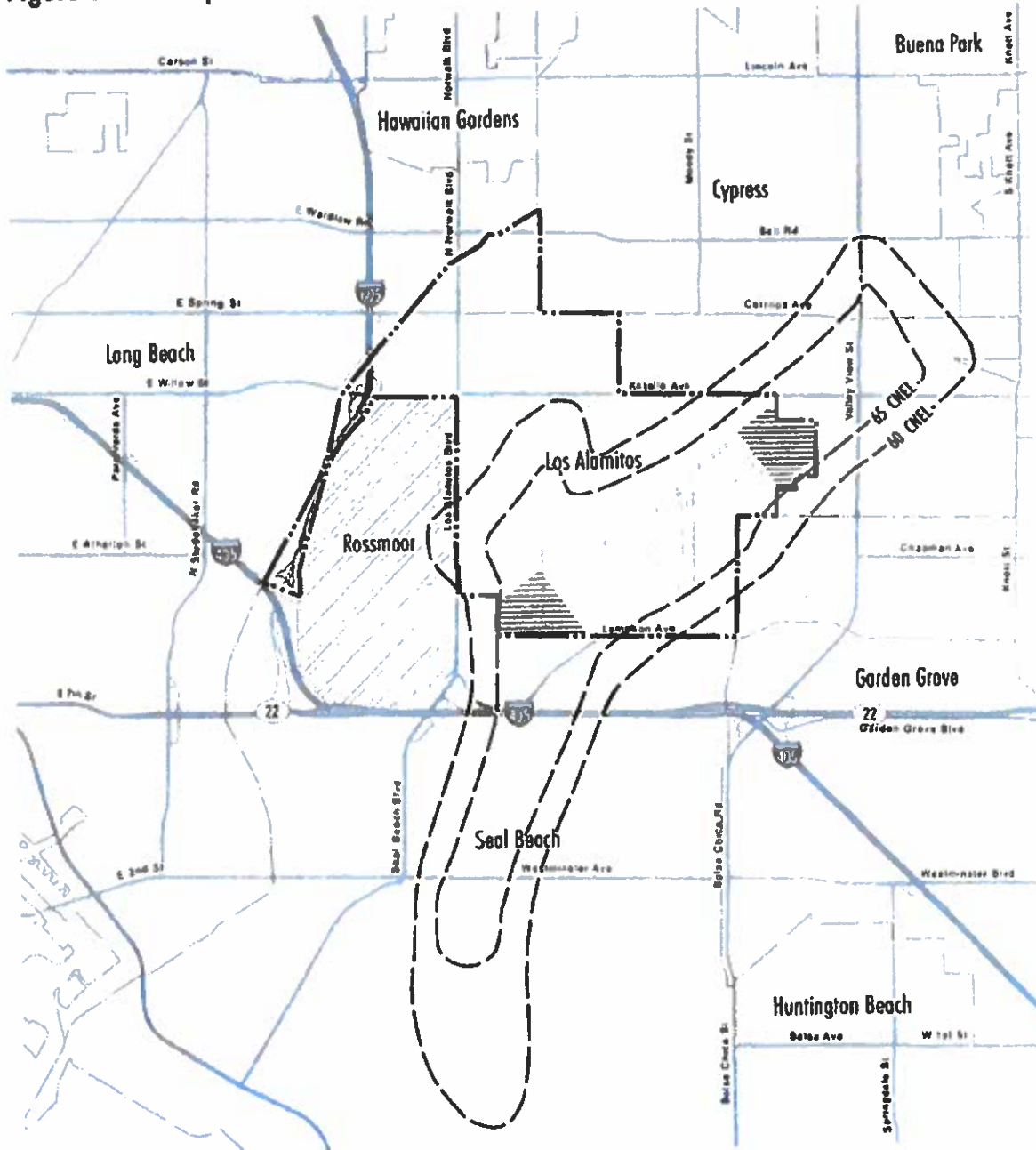
ALUCinfo@ocair.com

12/08/21

GENERAL PLAN

Public Facilities and Safety Element

Figure 6 JFTB Impact Zones



Source: Orange County Airport Land Use Commission, 2007

 CNEL Contour City Boundary
 JFTB Clear Zone Rossmore


LOS ALAMITOS
GENERAL PLAN

0 0.5 1 Mile

 **PLACEWORKS**

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.

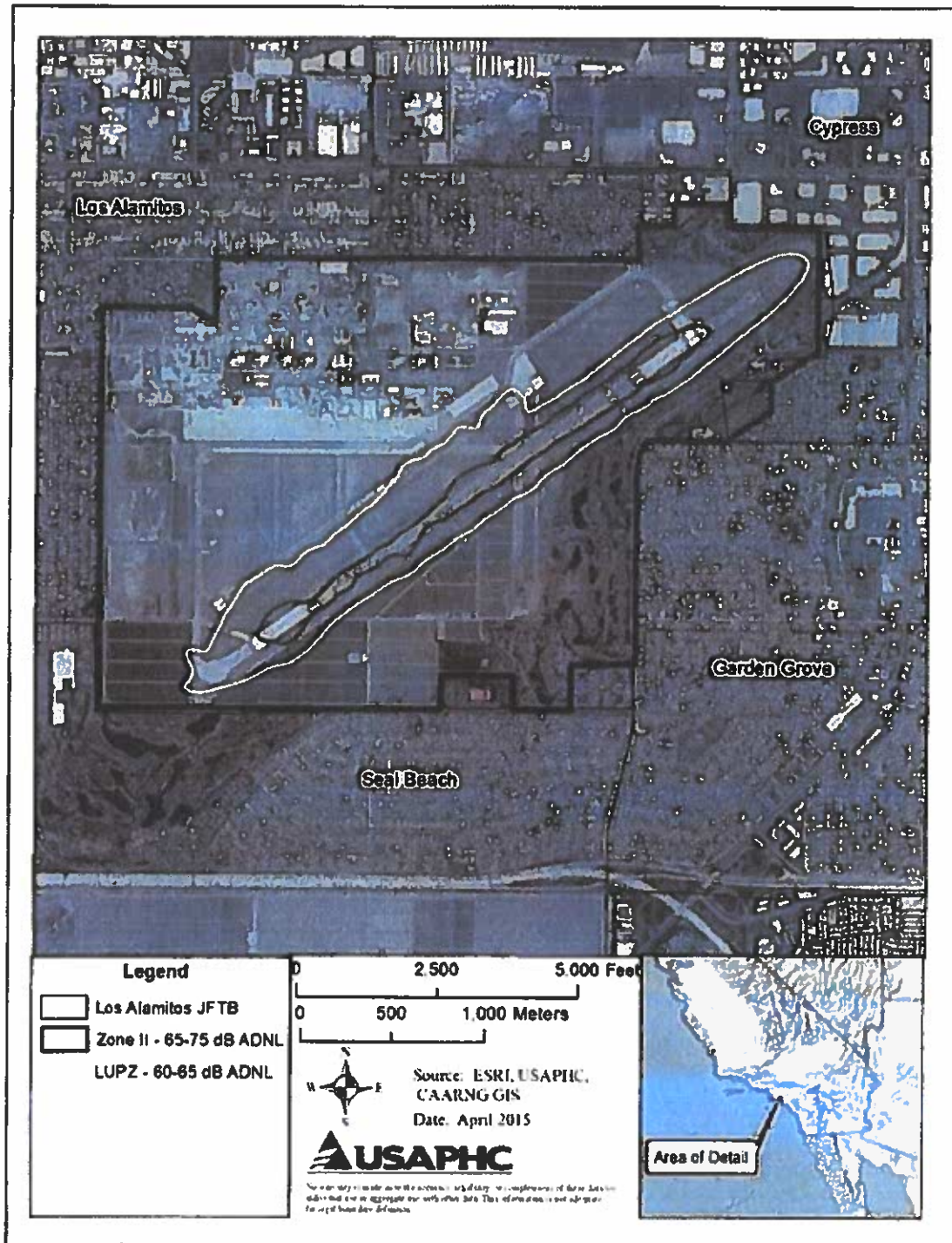


Figure 7-5. LAAAF Aircraft ADNL Noise Zones

JFTB NOISE ASSESSMENT

Environmental Health Sciences, Environmental Noise Consultation Update No. S.0064236b-20,
1 June 2020

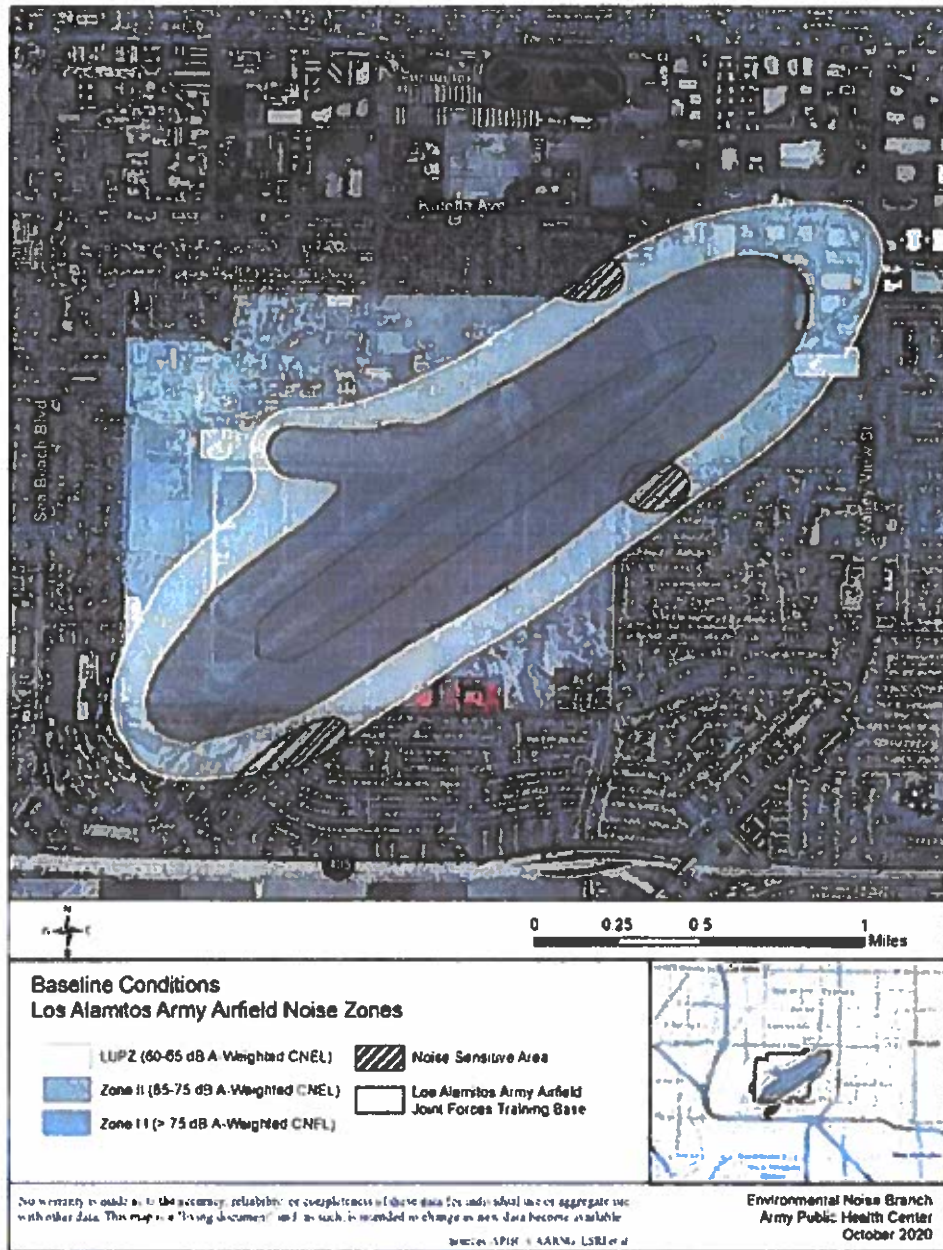


Figure 1. Baseline Los Alamitos Army Airfield Noise Zones

JFTB NOISE ASSESSMENT

Environmental Health Sciences, Environmental Noise Consultation Update No. S.0064236b-20,
1 June 2020

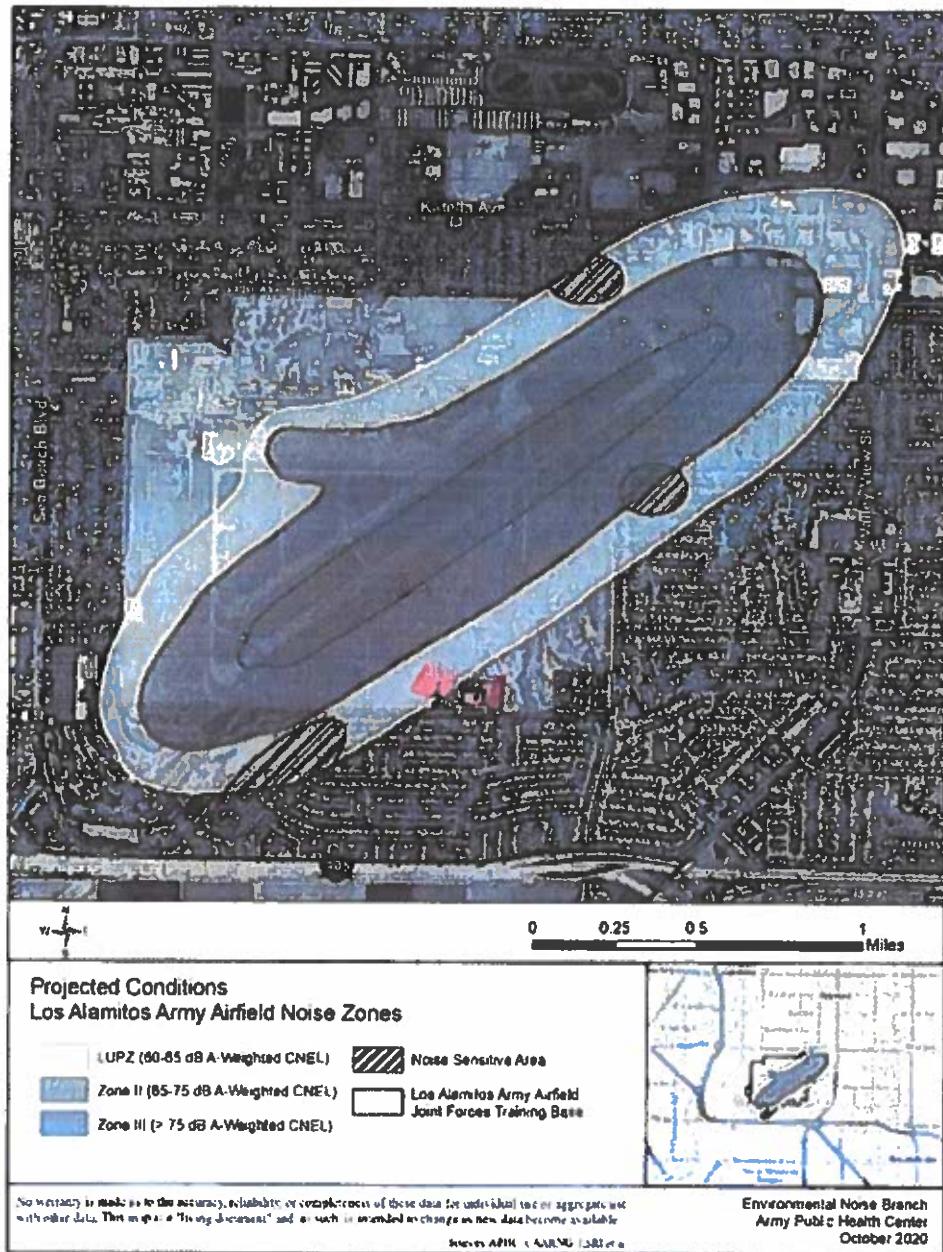


Figure 2. Projected Los Alamitos Army Airfield Noise Zones

Housing Element



Housing Element Residential Land Resources

AB
2000

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 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 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 Sites 5a-5b and 6 to meet RHNA per 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. The City has seen a significant interest in the redevelopment of these 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 Carritos 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 Carritos Ave	1.2	Multi-Family	R3	R4	30

Projected Units

Site ID	Medium 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

Growth Management Element

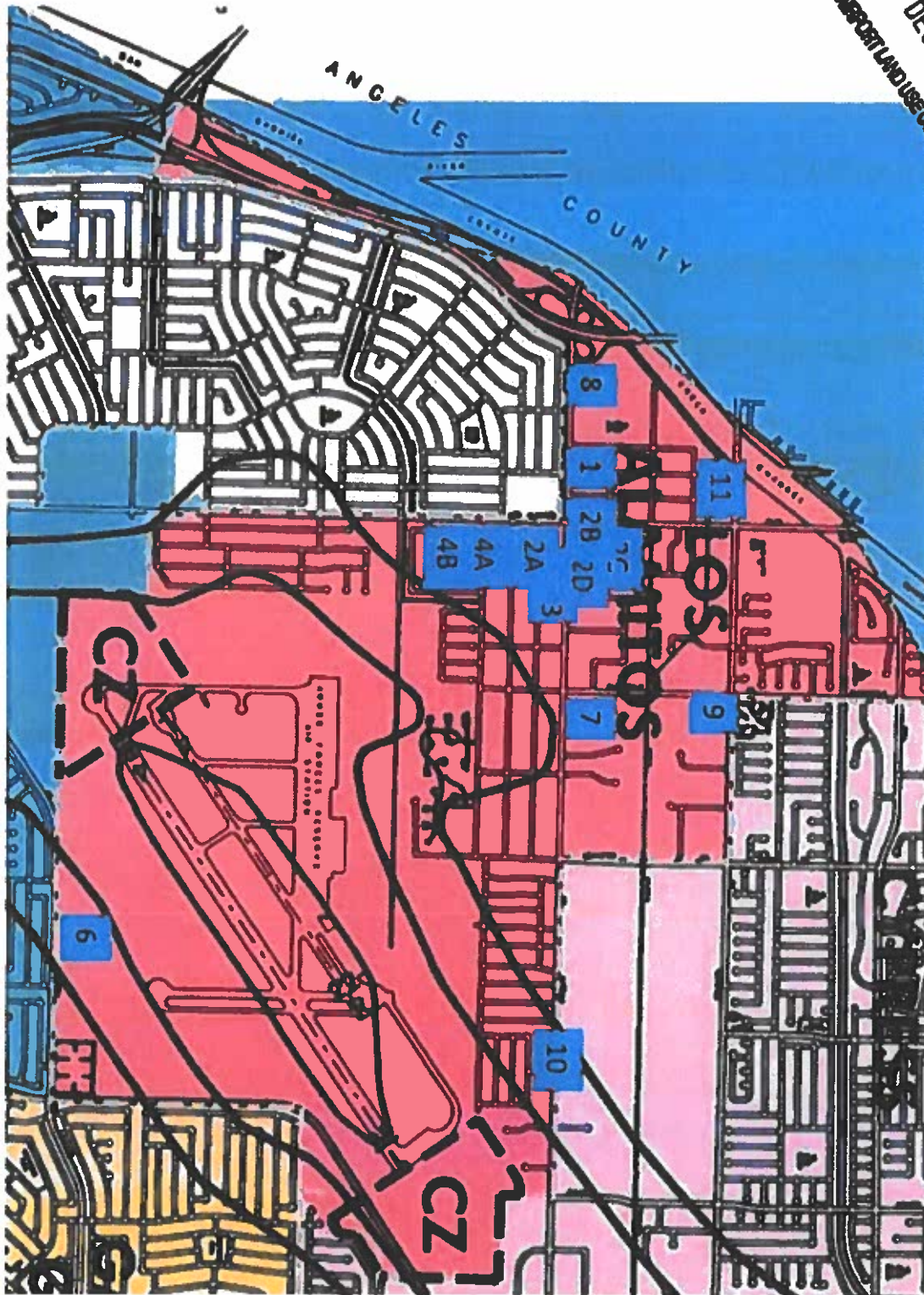
March 2015

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.

HEGEMAN
DEC 27 2022
AIRPORT LAND USE COMMISSION



Regular City Council Agenda - July 17, 2023
Item 11B

ATTACHMENT 4

California Department of Transportation

DIVISION OF AERONAUTICS
P.O. BOX 942874, MS-40 | SACRAMENTO, CA 94274
(916) 654-4959 | FAX (916) 653-9531 TTY 711
www.dot.ca.gov



March 29, 2023

Mr. Ron Noda
City of Los Alamitos
RNoda@cityoflosalamitos.org
3191 Katella Ave,
Los Alamitos, CA 90720

Electronically Sent

Dear Mr. Noda,

Thank you for notifying the California Department of Transportation, Division of Aeronautics (Division), of the proposed overrule by the City of Los Alamitos (City). The Division has reviewed the proposed findings provided by the City and has **determined the findings are insufficient to warrant this proposed overrule.**

Specifically, the findings are inconsistent with the purposes of the statutes set forth in the California Public Utilities Code (PUC) section 21670. These findings do not provide substantial evidence that the proposed Project will meet the requirements of PUC statutes set forth in PUC section 21670. These findings do not provide substantial evidence that the proposed Project will meet the requirements of PUC, section 21670(a) (1) and (2).

The Division received an email notification that included City Resolution 2023-04 and draft findings, declaring an intent to consider overruling the Airport Land Use Commission's (ALUC) inconsistency determination of the City's Draft 2021-2029 Housing Element Update. The City presented a number of findings to demonstrate substantive compliance with the Joint Forces Training Base Los Alamitos Airport Environs Land Use Plan. The Division concurs with the ALUC's determination that the Draft 2021-2029 Housing Element Update is inconsistent with the Airport Environs Land Use Plan.

The Division recognizes that the city is facing affordable housing supply shortages and is looking for new areas to accommodate residential developments. However, environmental justice and equity concerns should also be reviewed for consistency with goals identified in the California Transportation Plan of 2050 and the California Aviation System Plan of 2020. The Division notes that new laws regarding the provision of housing do not supersede existing laws, including Section 21670 of the California Public Utilities Code, which requires counties to establish ALUCs and compatibility plans to protect public health, safety, and welfare.

In addition, Section 21675.1(f) provides: If a city or county overrules the commission pursuant to subdivision(d) with respect to a publicly owned airport that the city or county does not operate, the operator of the airport is not liable for damages to

property or personal injury resulting from the city's or county's decision to proceed with the action, regulation, or permit.

Please note: The Division comments are to be included in the public record of any decision to overrule the ALUC. If you have questions or if we may be of further assistance, please contact me by email at jonathan.huff@dot.ca.gov or call (916) 879-6528

Sincerely,

Originally signed by

Jonathan Huff
Associate Transportation Planner
Division of Aeronautics

c: Julie Fitch, Land Use Manager, John Wayne Airport, Orange County,
JFitch@ocair.com

Matt Friedman, Chief, Office of Aviation Planning, Division of Aeronautics
Matthew.friedman@dot.ca.gov

Attachment: ALUC Comments on Los Alamitos NOI Overrule.pdf



AIRPORT LAND USE COMMISSION

FOR ORANGE COUNTY

3160 Airway Avenue • Costa Mesa, California 92626 • 949.252.5170 fax: 949.252.6012

March 28, 2023

Ron Noda, Development Services Director
City of Los Alamitos
3191 Katella Ave.
Los Alamitos, CA 90720

Subject: Response to Notice of Intent to Overrule the Airport Land Use Commission
Determination for Los Alamitos General Plan 2021-2029 Housing Element Update

Dear Mr. Noda:

We are in receipt of your March 1, 2023 email letter notifying the Airport Land Use Commission (ALUC) for Orange County of the City's intent to overrule the ALUC's inconsistency determination on its General Plan Amendment for its 2021-2029 Housing Element Update. City Council Resolution No. 2023-04 was attached. In accordance with Section 21676 of the Public Utilities Code, the ALUC submits the following comments addressing the proposed overrule findings for the above-referenced project. This letter is advisory to the City and must be included in the public record of any final decision to overrule the ALUC, which may only be adopted by a two-thirds vote of the City's governing body.

Please be advised that California Public Utilities Code (PUC) Section 21678 states: "With respect to a publicly owned airport that a public agency does not operate, if the public agency pursuant to Section 21676, 21676.5, or 21677 overrules a commission's action or recommendation, the operator of the airport shall be immune from liability for damages to property or personal injury caused by or resulting directly or indirectly from the public agency's decision to overrule the commission's action or recommendation."

Background

On January 19, 2023, the ALUC for Orange County found the Los Alamitos Housing Element Update to be inconsistent with the *Airport Environs Land Use Plan (AELUP) for Joint Forces Training Base Los Alamitos (JFTB Los Alamitos)* on a 5-1 vote. The inconsistent finding was based on AELUP Sections 2.1.1 and 3.2.1 and PUC Sections 21674(a) and 21674(b).

While the City referred the proposed Housing Element Update to ALUC prior to approval by the City Council, the City approved its General Plan Amendment on February 21, 2023, prior to completing the overrule process in accordance with the PUC Section 21676(b).

ALUC has the following comments regarding the findings of facts included in Resolution 2023-04:

Response to Finding “a” Regarding Protection of the Public from Adverse Effects:

As noted in the City’s finding, the AELUP for JFTB Los Alamitos 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. However, proposed housing Sites 6 and 10 are located in close proximity to JFTB Los Alamitos. As stated in Section 2.2 of the *AELUP for JFTB Los Alamitos*, “[t]he Commission may consider the utilization of criteria for protecting aircraft traffic patterns at this airport which may differ from those contained in FAR Part 77, should evidence of health, welfare, or safety surface sufficient to justify such an action.”

Response to Findings “b” and “c” Regarding Noise Standards:

The ALUC inconsistency determination was based in part on AELUP Section 2.1.1 which states “aircraft noise emanating from airports may be incompatible with the general welfare of the inhabitants within the vicinity of an airport,” and partly on General Land Use Policies in Section 3.2.1 which states that “within the boundaries of the AELUP, any 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.” The ALUC believes that the proposed new locations for residential units would be highly affected by airport noise due to the close proximity to the airport and that the past and current land use designations of “Community and Institutional” and “Retail Business” are the appropriate designations for these sites to not concentrate people in this area which is susceptible to aircraft accidents. The proposed Housing Element Update would allow for the introduction of residential uses which are not suitable and would subject the future residents to excessive noise and safety risks.

Response to Finding “d” Regarding Safety:

While none of the proposed opportunity sites are located within the Accident Potential Zones or Clear Zones, the ALUC considers the broader definition of “safety” as stated above and in Section 3.2.1 of the *AELUP for JFTB Los Alamitos*. The north departure path close to the Laurel Park (Site 7) is shown in Attachment 7 of the ALUC Staff Report (entire staff report is attached to this letter). It is the pink line in Figure 3-1: JFTB Los Alamitos Flight Routes and the blue line in Figure 4-2 from the 2022 CARNG ICUZ. Allowing residential uses adjacent to the flight tracks would concentrate people in an area susceptible to aircraft accidents and is not recommended.

Response to Finding “e” Regarding Purpose and Intent of the AELUP

The City states that the “proposed project is consistent with the purpose and intent of the AELUP and will not result in incompatible land uses adjacent to JFTB Los Alamitos.” By virtue of being clearly stated in *AELUP for JFTB Los Alamitos* Sections 1.2 “Purpose and Scope” and 2.0 “Planning Guidelines,” the ALUC understands the complex legal charge to protect public

airports from encroachment by incompatible land use development, while simultaneously protecting the health, safety and welfare of citizens who work and live in the airport's environs. To this end, and as also statutorily required, ALUC proceedings are benefited by several members having expertise in aviation. Based upon careful consideration of all information provided, and input from ALUC members with expertise in aviation, the ALUC found the Housing Element Update to be Inconsistent with the *AELUP for JFTB Los Alamitos*.

We urge the City Council to take ALUC's concerns into consideration in its deliberations prior to deciding whether to overrule ALUC. Thank you for the opportunity to provide these comments.

Sincerely,

Lea Choum for

Gerald A. Bresnahan
Chairman

Attachment: January 19, 2023 ALUC Staff Report

cc: Members of Airport Land Use Commission for Orange County
Gabrielle Sefranek, Caltrans/Division of Aeronautics



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 (AEUP) 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 *AEUP 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 AEUP 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 (AEUP) 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 AEUP. Figure 6 shows the 60 and 65 dBA CNEL noise contours from the AEUP.”

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 *AELUP 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,

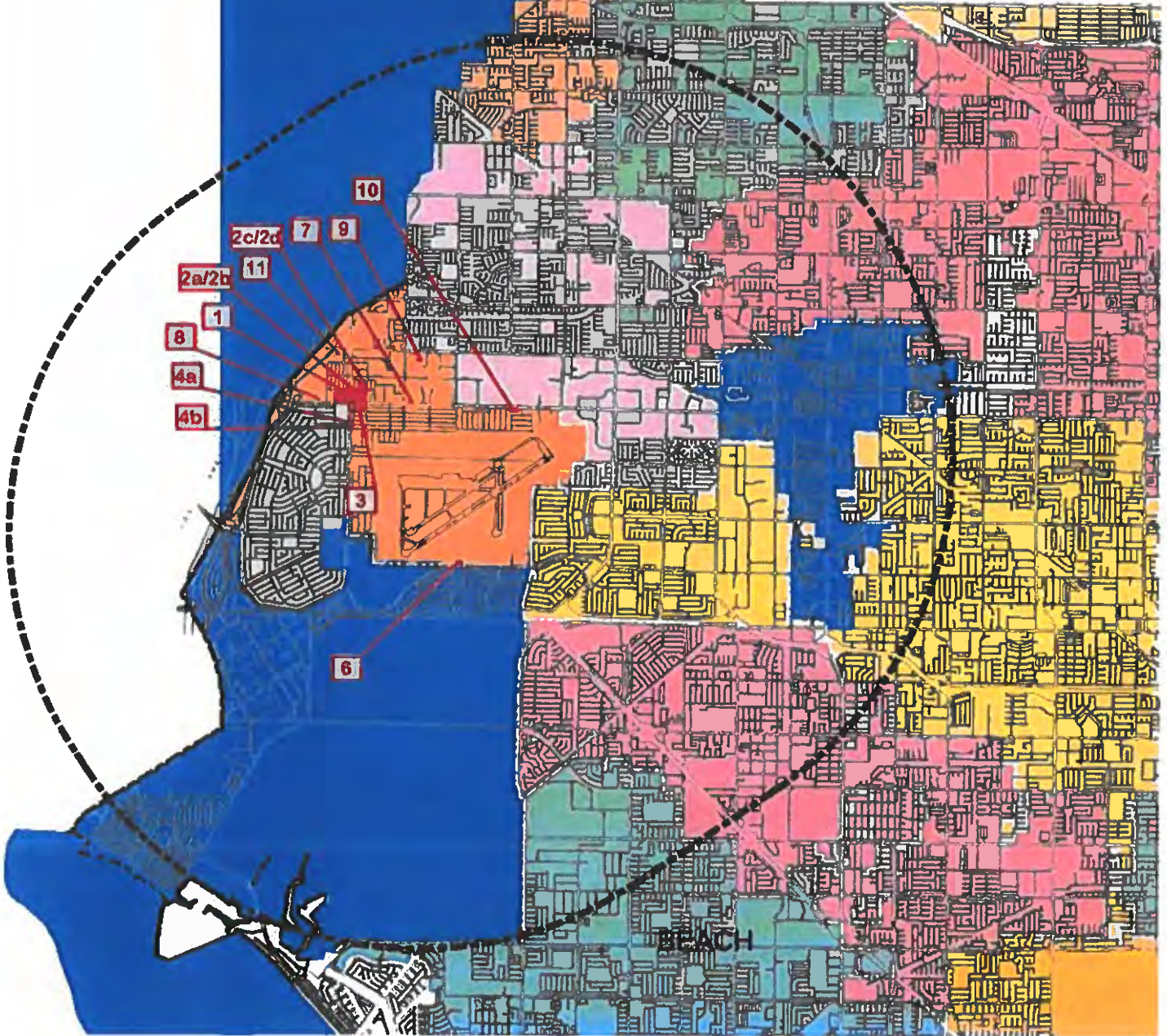


Lea U. Choum
Executive Officer

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

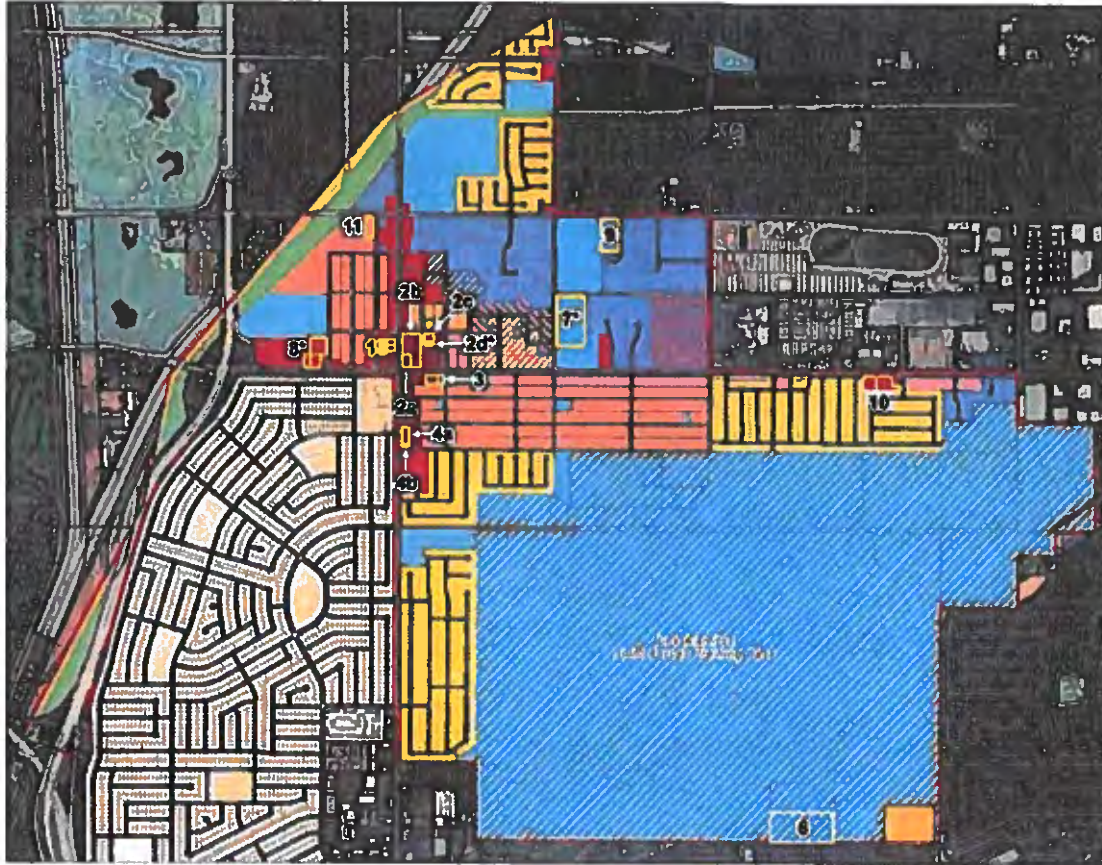
City

Lea Choum, Executive Officer

Date



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

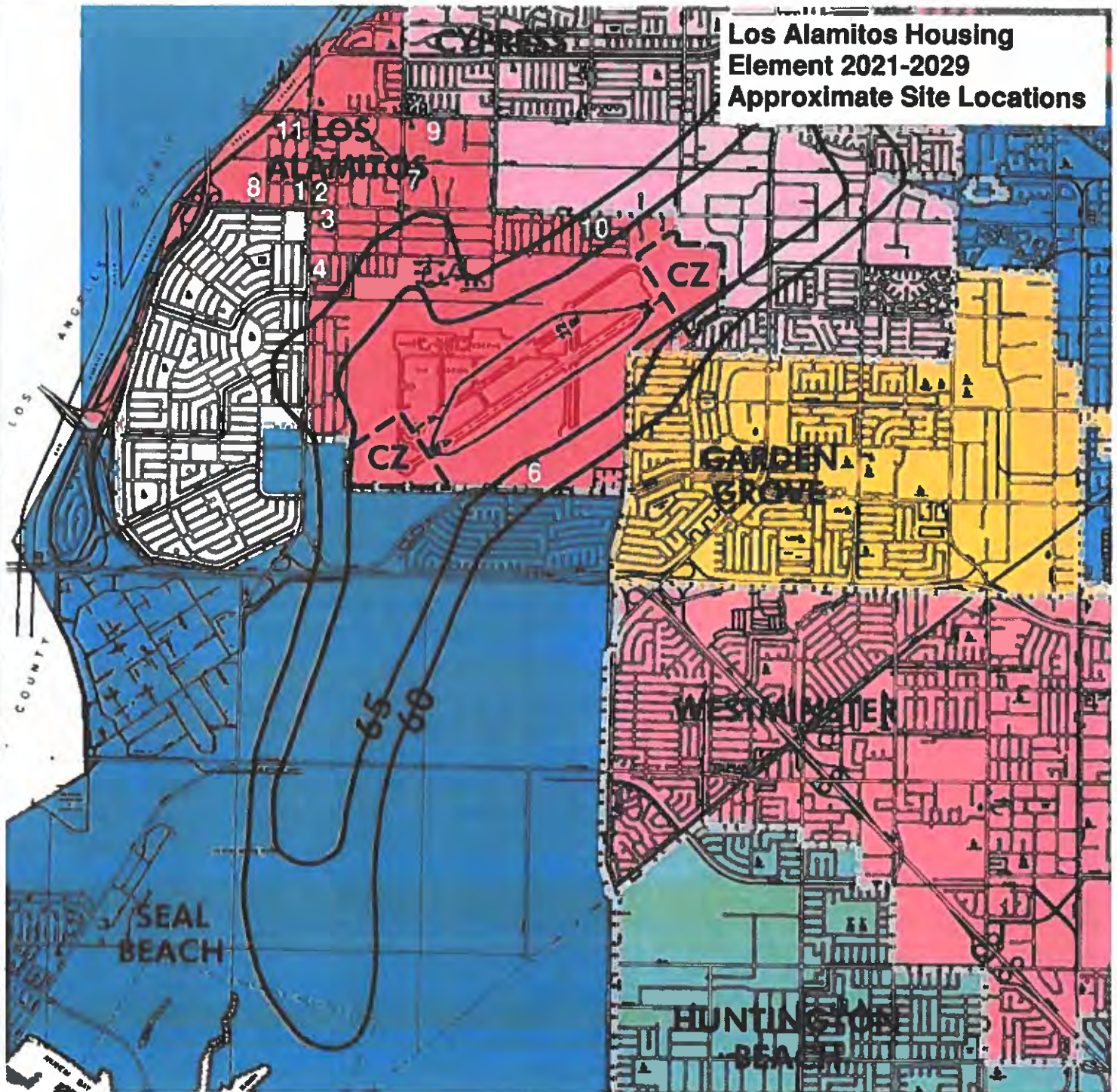
Site ID	APN	Address	Acres	Existing GP	Existing Zoning	Proposed Zoning	Projected Density	Max# Units
1	242-203-27	10909 Los Alamitos Blvd	0.85	Mixed Use	TCMU	TCMU	60	86
	242-203-28	10877 Los Alamitos Blvd	0.58	Mixed Use	TCMU	TCMU	60	
2a	242-171-02	10956 Los Alamitos Blvd	0.68	Mixed Use	TCMU	TCMU	60	41
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-I	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/>



**Los Alamitos Housing
Element 2021-2029
Approximate Site Locations**

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



Figure 4-3 Los Alamitos JFTB Aircraft Noise Zones (A-weighted CNEL)

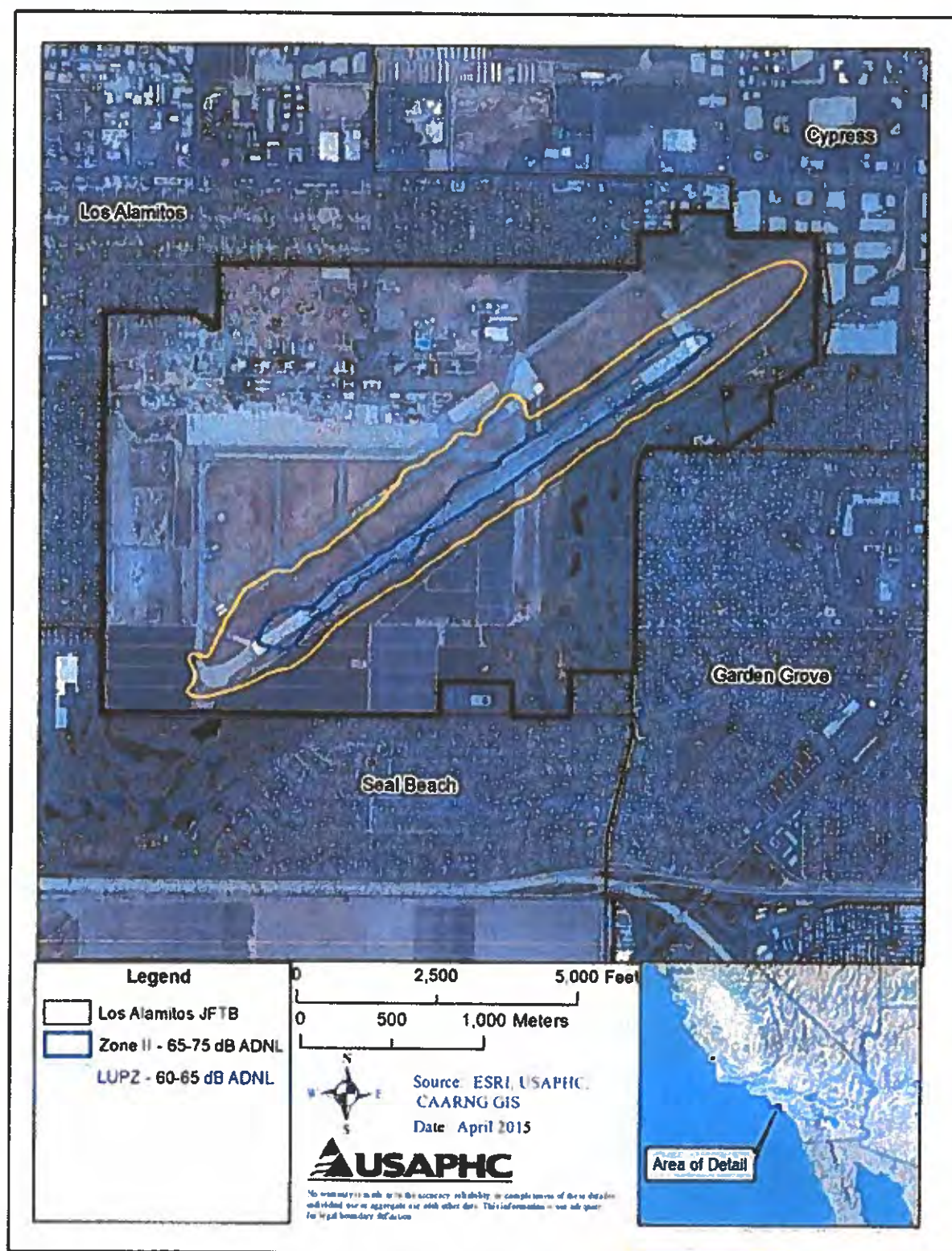
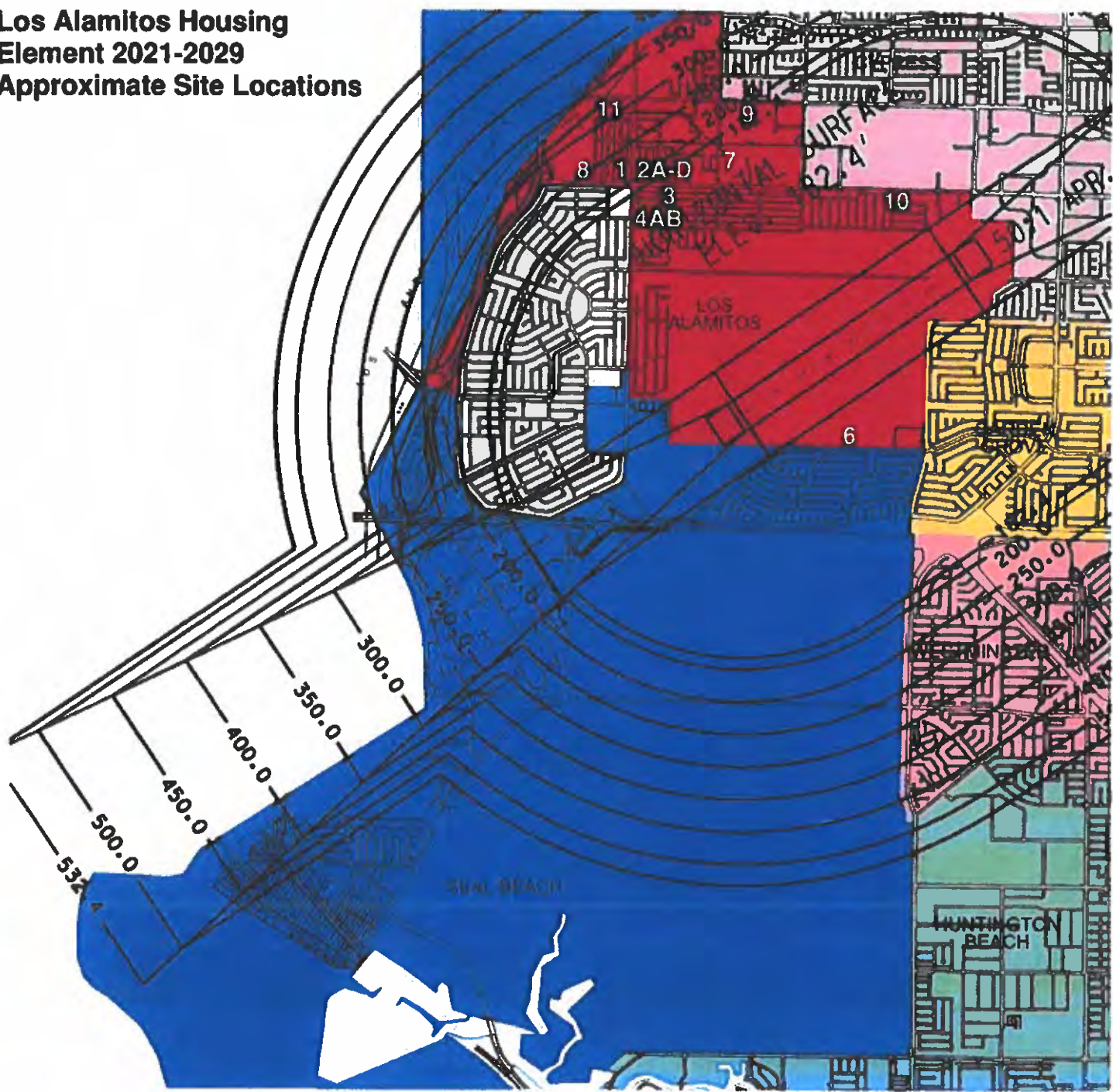


Figure 7-5. LAAAF Aircraft ADNL Noise Zones

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

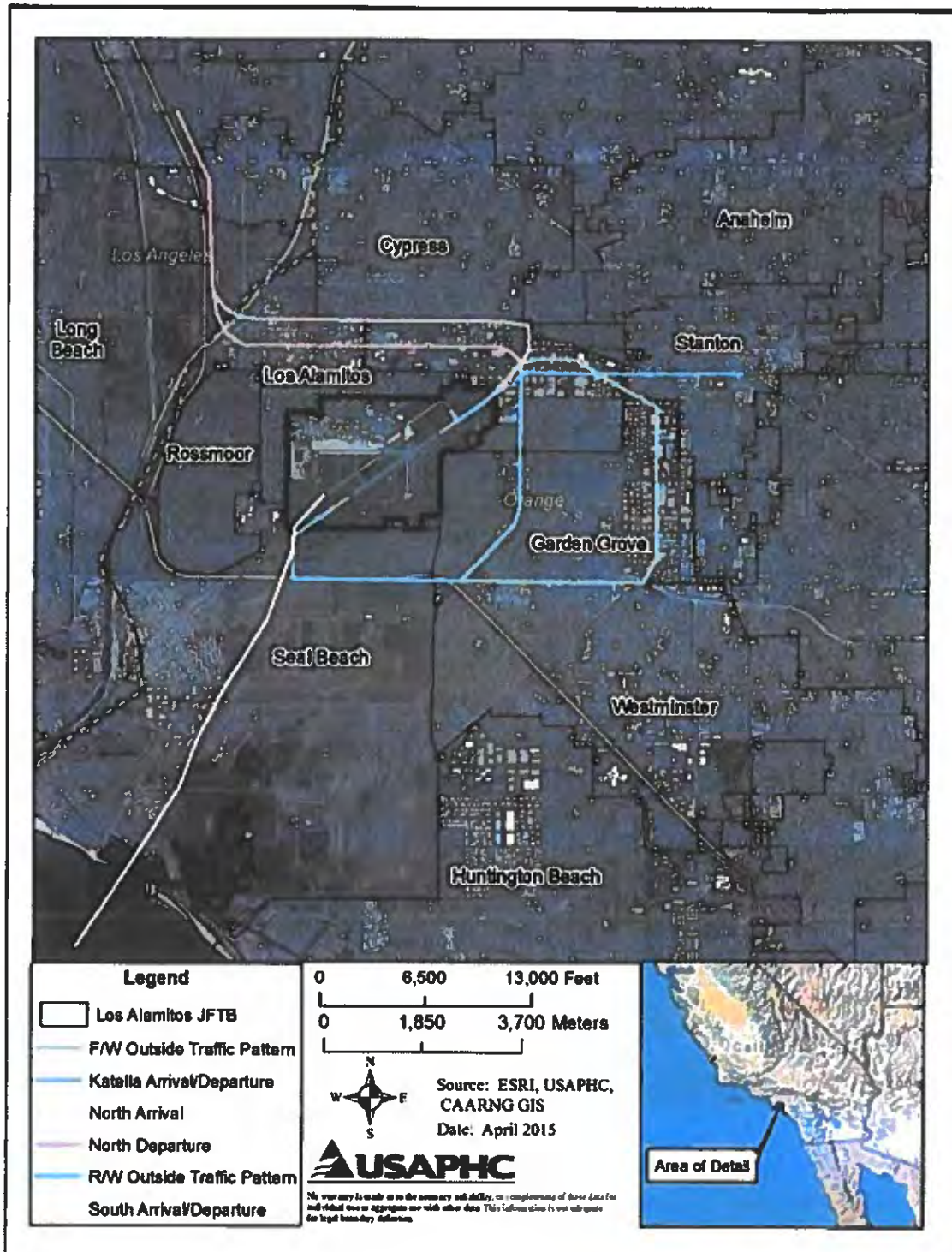


Figure 3-1. JFTB Los Alamitos Flight Routes

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 Kalella 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**

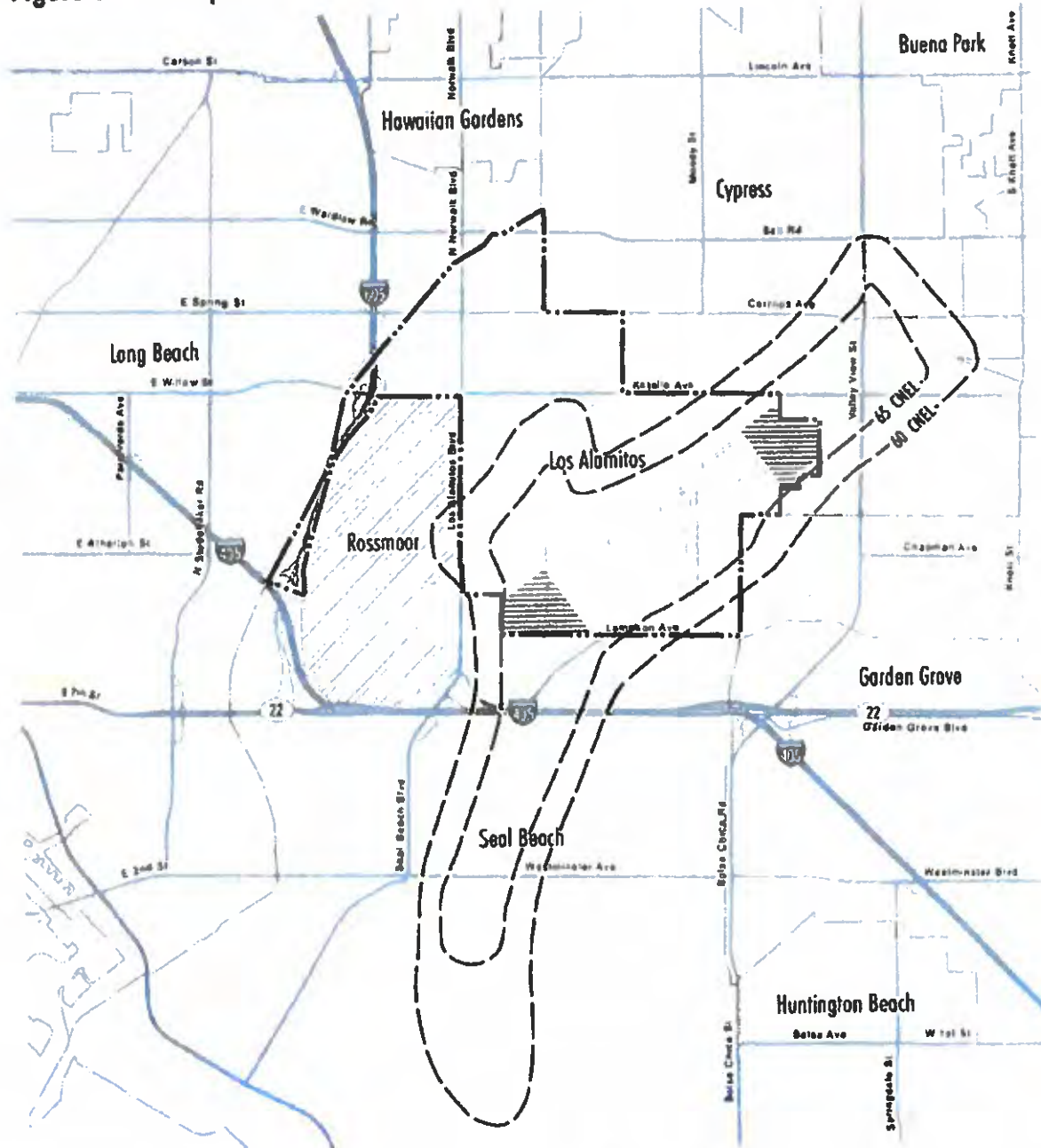
ALUCinfo@ocair.com

12/08/21

GENERAL PLAN

Public Facilities and Safety Element

Figure 6 JFTB Impact Zones



Source: Orange County Airport Land Use Commission, 2007

[---] CNEL Contour [---] City Boundary
 [///] JFTB Clear Zone [---] Rossmore

LOS ALAMITOS
 GENERAL PLAN

0 0.5 1 Mile

PLACEWORKS

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.

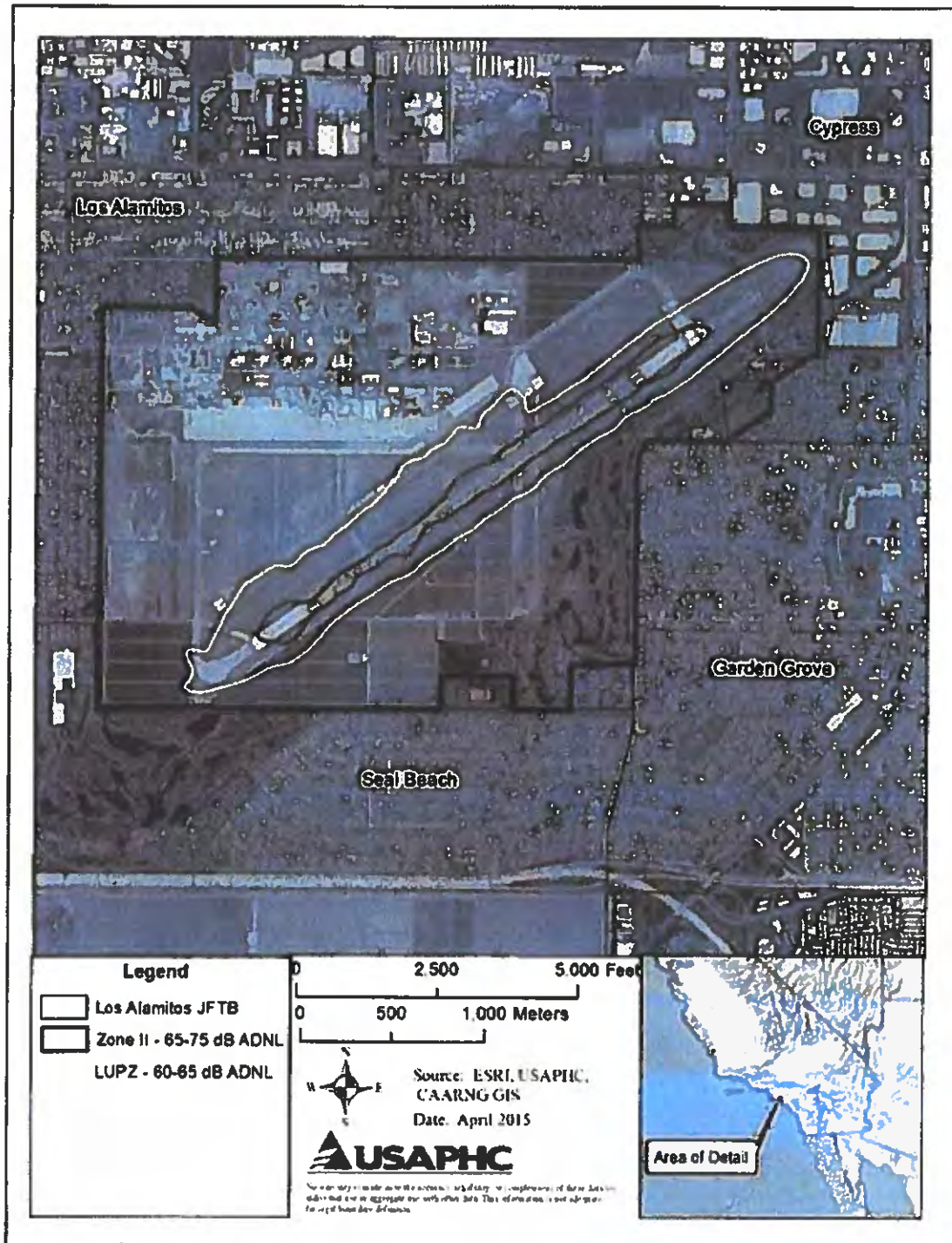


Figure 7-5. LAAAF Aircraft ADNL Noise Zones

JFTB NOISE ASSESSMENT

Environmental Health Sciences, Environmental Noise Consultation Update No. S.0064236b-20,
1 June 2020

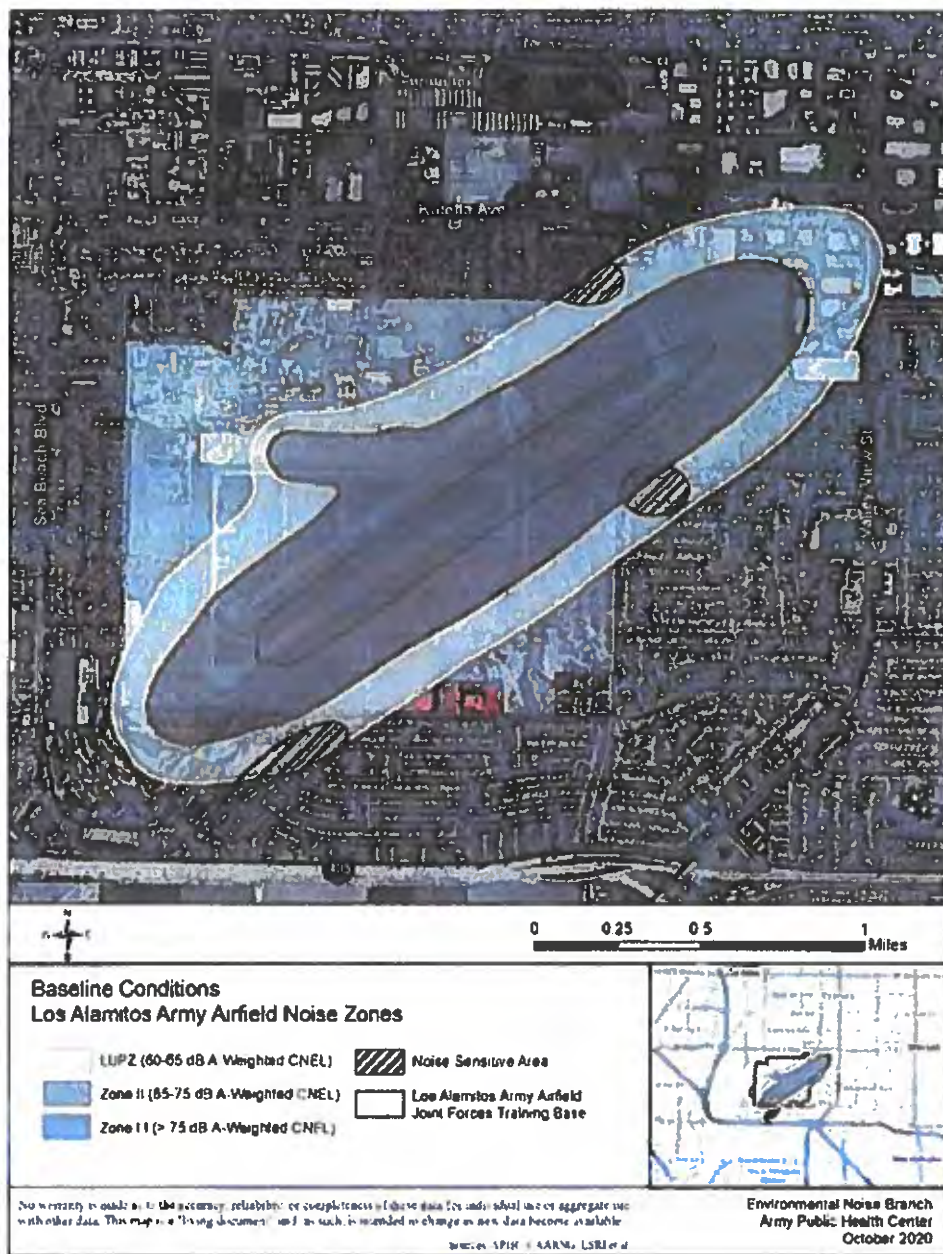


Figure 1. Baseline Los Alamitos Army Airfield Noise Zones

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 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 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 Sites 5a-5b and 6 to meet RHNA per 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. The City has a significant interest in the redevelopment of these 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 Carritos 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 Carritos Ave	1.2	Multi-Family	R3	R4	30

Projected Units

Site ID	Medium 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

AB-6

City of Los Alamitos
Administrative Draft 2021-2029

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

Growth Management Element

March 2015

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.

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Item 11B

ATTACHMENT 5

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



May 1, 2023

Chet Simmons, City Manager
City of Los Alamitos
3191 Katella Ave.
Los Alamitos, CA, 90720

Dear Chet Simmons:

RE: City of Los Alamitos' 6th Cycle (2021-2029) Adopted Housing Element

Thank you for submitting the City of Los Alamitos' housing element that was adopted February 21, 2023 and received for review on March 6, 2023. Pursuant to Government Code section 65585, subdivision (h), the California Department of Housing and Community Development (HCD) is reporting the results of its review. In addition, HCD considered comments from Carol A. Churchill pursuant to Government Code section 65585, subdivision (c).

HCD is pleased to find the adopted housing element in substantial compliance with State Housing Element Law (Article 10.6 of the Gov. Code). The adopted element was found to be substantially the same as the revised draft element that HCD's November 23, 2022 review determined met statutory requirements. HCD's finding was based on, among other reasons, a completed rezone (Ordinance 2023-01) to accommodate the City's Regional Housing Needs Allocation (RHNA).

Additionally, the City must continue timely and effective implementation of all programs including but not limited to the following:

- *Policy Action 1.3 (Rehabilitation of Multifamily Dwellings)*: This program commits, by December 2022, to establish an incentive package to encourage the acquisition and rehabilitation of multifamily units.
- *Policy Action 3.1 (Housing for Persons with Special Needs)*: This program commits, by June 30, 2023, to develop and publish a menu of incentives to support the development of housing for persons with special housing needs.
- *Policy Action 3.5 (Residential Care Facilities for Seven or More Persons)*: This program commits, by December 2022, to remove the conditional use permit requirement for residential care facilities in the R-3 zone and include another zone for by-right approval.
- *Policy Action 4.1 (Incentives for Development of Housing)*: This program commits, by June 30, 2023, to provide incentive information to developers,

annually meet with property owners to discuss available incentives, and identify development opportunities.

- *Policy Action 4.4 (Create R-4 Zoning and Rezoning to Allow Higher Density)*: This program committed, by October 15, 2022, to create the R-4 zone and rezone all properties designated in Table B-2.
- *Policy Action 4.5 (Modify TCMU Zoning to Allow Higher Density)*: This program committed, by October 15, 2022, to modify the TCMU zone to allow up to 60 dwelling units per acre.
- *Policy Action 4.9 (City-owned Parcels)*: This program commits to issue a request for proposals and secure contracts for City-Owned parcels.
- *Policy Action 4.11 (Multifamily Parking Requirements)*: The program commits to reduce parking requirements by 2024.

The City must monitor and report on the results of this and other programs through the annual progress report, required pursuant to Government Code section 65400. Please be aware, Government Code section 65585, subdivision (i) grants HCD authority to review any action or failure to act by a local government that it determines is inconsistent with an adopted housing element or housing element law. This includes failure to implement program actions included in the housing element. HCD may revoke housing element compliance if the local government's actions do not comply with state law.

Several federal, state, and regional funding programs consider housing element compliance as an eligibility or ranking criteria. For example, the CalTrans Senate Bill (SB) 1 Sustainable Communities grant; the Strategic Growth Council and HCD's Affordable Housing and Sustainable Communities programs; and HCD's Permanent Local Housing Allocation consider housing element compliance and/or annual reporting requirements pursuant to Government Code section 65400. With a compliant housing element, the City now meets housing element requirements for these and other funding sources.

HCD appreciates the hard work and responsiveness the City's housing element team provided throughout the housing element update and review. HCD wishes the City success in implementing its housing element and looks forward to following its progress through the General Plan annual progress reports pursuant to Government Code section 65400. If HCD can provide assistance in implementing the housing element, please contact Jose Ayala, of our staff, at Jose.Ayala@hcd.ca.gov.

Sincerely,



Paul McDougall
Senior Program Manager

Regular City Council Agenda - July 17, 2023
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ATTACHMENT 6



Rincon Consultants, Inc.

250 East 1st Street, Suite 1400
Los Angeles, California 90012

213 788 4842

info@rinconconsultants.com
www.rinconconsultants.com

June 26, 2023
Project No: 23-14681

Nicole Sauviat Criste
Principal
Terra Nova Planning & Research
42635 Melanie Place, Ste. 101
Palm Desert, CA 92211
760-341-4800
Via email: ncriste@terranovalplanning.com

Subject: Los Alamitos Housing Element Aircraft Noise Study, Los Alamitos, California

Dear Nicole:

Rincon Consultants, Inc. (Rincon) has prepared this technical memorandum to provide noise background and evaluation of potential aircraft noise exposure from the Joint Forces Training Base (JFTB) to future residents with implementation of the Los Alamitos 2021 – 2029 Housing Element (herein referred to as “proposed project” or “project”) in the City of Los Alamitos (City).

Description of Project

The 2021 – 2029 Housing Element Update identifies and analyzes the City’s existing and projected housing needs and contains goals, policies, objectives, and programs to address those needs. The Housing Element is one of 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 Assessments (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 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 Draft Housing Element includes fourteen sites which are assigned 817 units to meet the City’s RHNA.

Fundamentals of Noise

Sound is a vibratory disturbance created by a moving or vibrating source, which is capable of being detected by the hearing organs. Noise is defined as sound that is loud, unpleasant, unexpected, or undesired and may therefore be classified as a more specific group of sounds. The effects of noise on people can include general annoyance, interference with speech communication, sleep disturbance, and, in the extreme, hearing impairment (California Department of Transportation [Caltrans] 2013).

Human Perception of Sound

Noise levels are commonly measured in decibels (dB) using the A-weighted sound pressure level (dBA). The A-weighting scale is an adjustment to the actual sound pressure levels so that they are consistent with the human hearing response. Decibels are measured on a logarithmic scale that quantifies sound intensity in a manner similar to the Richter scale used to measure earthquake magnitudes. A doubling of the energy of a noise source, such as doubling of traffic volume, would increase the noise level by 3 dB; dividing the energy in half would result in a 3 dB decrease (Caltrans 2013).

Human perception of noise has no simple correlation with sound energy: the perception of sound is not linear in terms of dBA or in terms of sound energy. Two sources do not “sound twice as loud” as one source. It is widely accepted that the average healthy ear can barely perceive changes of 3 dBA, whether an increase or decrease (i.e., twice the sound energy); that a change of 5 dBA is readily perceptible; and that an increase (or decrease) of 10 dBA sounds twice (half) as loud (Caltrans 2013).

Sound Propagation and Shielding

Sound changes in both level and frequency spectrum as it travels from the source to the receiver. The most obvious change is the decrease in the noise level as the distance from the source increases. The manner by which noise reduces with distance depends on factors such as the type of sources (e.g., point or line), the path the sound will travel, site conditions, and obstructions.

Sound levels are described as either a “sound power level” or a “sound pressure level,” which are two distinct characteristics of sound. Both share the same unit of measurement, the dB. However, sound power (expressed as L_{pw}) is the energy converted into sound by the source. As sound energy travels through the air, it creates a sound wave that exerts pressure on receivers, such as an eardrum or microphone, which is the sound pressure level. Sound measurement instruments only measure sound pressure, and noise level limits are typically expressed as sound pressure levels.

Noise levels from a point source (e.g., construction, industrial machinery, air conditioning units) typically attenuate, or drop off, at a rate of 6 dBA per doubling of distance. Noise from a line source (e.g., roadway, pipeline, railroad) typically attenuates at about 3 dBA per doubling of distance (Caltrans 2013). Noise levels may also be reduced by intervening structures; the amount of attenuation provided by this “shielding” depends on the size of the object and the frequencies of the noise levels. Natural terrain features, such as hills and dense woods, and man-made features, such as buildings and walls, can significantly alter noise levels. Generally, any large structure blocking the line of sight will provide at least a 5-dBA reduction in source noise levels at the receiver (Federal Highway Administration [FHWA] 2011). Structures can substantially reduce exposure to noise as well. The FHWA’s guidance indicates that modern building construction generally provides an exterior-to-interior noise level reduction of 10 dBA with open windows and an exterior-to-interior noise level reduction of 20 to 35 dBA with closed windows (FHWA 2011).

Descriptors

The impact of noise is not a function of loudness alone. The time of day when noise occurs and the duration of the noise are also important factors of project noise impact. Most noise that lasts for more than a few seconds is variable in its intensity. Consequently, a variety of noise descriptors have been developed. The noise descriptors used for this study are the equivalent noise level (L_{eq}), Day-Night Average Level (DNL; may also be symbolized as L_{dn}), and the community noise equivalent level (CNEL; may also be symbolized as L_{den}).

L_{eq} is one of the most frequently used noise metrics; it considers both duration and sound power level. The L_{eq} is defined as the single steady-state A-weighted sound level equal to the average sound energy over a time period. When no time period is specified, a 1-hour period is assumed. The L_{max} is the highest noise level within the sampling period, and the L_{min} is the lowest noise level within the measuring period. Normal conversational levels are in the 60 to 65-dBA L_{eq} range; ambient noise levels greater than 65 dBA L_{eq} can interrupt conversations (Federal Transit Administration [FTA] 2018).

Noise that occurs at night tends to be more disturbing than that occurring during the day. Community noise is usually measured using Day-Night Average Level (L_{dn}), which is the 24-hour average noise level with a +10 dBA penalty for noise occurring during nighttime hours (10:00 p.m. to 7:00 a.m.). Community noise can also be measured using Community Noise Equivalent Level (CNEL or L_{DEN}), which is the 24-hour average noise level with a +5 dBA penalty for noise occurring from 7:00 p.m. to 10:00 p.m. and a +10 dBA penalty for noise occurring from 10:00 p.m. to 7:00 a.m. (Caltrans 2013).¹ The relationship between the peak-hour L_{eq} value and the L_{dn} /CNEL depends on the distribution of noise during the day, evening, and night; however noise levels described by L_{dn} and CNEL usually differ by 1 dBA or less. Quiet suburban areas typically have CNEL noise levels in the range of 40 to 50 CNEL, while areas near arterial streets are in the 50 to 60+ CNEL range (FTA 2018).

Sensitive Receptors

Sensitive land uses are uses that have associated human activities that may be subject to stress or significant interference from noise, such as residences, schools, childcare facilities, religious institutions, hospitals, libraries, parks and recreational facilities, health care facilities, convalescent centers, and retirement homes. Various standards have been developed to address the compatibility of land uses with noise levels. The standards place special emphasis on land uses that are considered sensitive to high noise levels. Sensitive land uses in the City of Los Alamitos includes residential, churches, hospitals, institutional and recreational uses, and open space areas. Two housing sites of the Housing Element, Site 6 at 4655 Lampson Avenue and Site 10 at 5030 – 5084 Katella Avenue, are within the JFTB 60 CNEL contour according to the Airport Land Use Commission (ALUC) Airport Environs Land Use Plan (i.e., the ambient noise environment is 60 to 64 CNEL), as shown in Figure 1.

¹ Because L_{dn} and CNEL are typically used to assess human exposure to noise, the use of A-weighted sound pressure level (dBA) is implicit. Therefore, when expressing noise levels in terms of L_{dn} or CNEL, the dBA unit is not needed.

Figure 1 Joint Forces Training Base Noise Contours and Housing Sites 6 and 10



Imagery provided by ESRI and its licensors © 2023.

23-14681.EPS
Fig X JFTB Noise Contours

Regulatory Setting

City of Los Alamitos

The City's General Plan Public Facilities and Safety Element contains the following goals and policies which are relevant to the project:

- **Policy 4.1 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 for the JFTB.
- **Policy 4.6 Aircraft noise** - Work with the JFTB and the Long Beach Airport (LGB) to minimize the noise impact of small aircraft and helicopters on residential neighborhoods.

For the purposes of assessing the compatibility of noise-sensitive land uses and their surrounding noise environment, the City uses the Land Use and Noise Compatibility Matrix from the General Plan, which shows that residential uses are Normally Compatible up to 65 CNEL (Los Alamitos 2015). In this area, new construction or development should be undertaken only after detailed analysis of the noise reduction requirements are made and needed noise insulation features in the design are determined.

Orange County Airport Land Use Commission

The Orange County Airport Land Use Commission (ALUC) Airport Environs Land Use Plan for Joint Forces Training Base Los Alamitos contains noise standards pursuant to the suitability of noise-sensitive land uses exposed to aircraft noise. Table 1 shows the ALUC noise standards.

Table 1 ALUC Noise Standards

LAND USE CATEGORY	COMMUNITY NOISE EQUIVALENT LEVEL dB						
	55	60	65	70	75	80	
Residential (all types): Single and Multi-Family Residences							
Community Facilities: Churches, Libraries, Schools, Preschools, Day-Care Centers, Hospitals, Nursing/Convalescent Homes, & Other noise sensitive uses							
Commercial: Retail, Office							
Industrial:							



NORMALLY CONSISTENT

Conventional construction methods used. No special noise reduction requirements.



CONDITIONALLY CONSISTENT

Must use sound attenuation as required by the California Noise Insulation Standards, Title 25, California Code of Regulations. Residential use sound attenuation required to ensure that the interior CNEL does not exceed 45 dB. Commercial and industrial structures shall be sound attenuated to meet Noise Impact Zone “1” criteria (refer to Section 3.2.3).



NORMALLY INCONSISTENT

All residential units are inconsistent unless sound attenuated to ensure that the interior CNEL does not exceed 45 dB, and that all units are indoor oriented so as to preclude noise impingement on outdoor living areas.

As show in Table 1, residential uses are considered Conditionally Consistent up to 65 CNEL and must use sound attenuation to meet the State interior noise requirement of 45 CNEL.

California Building Code

California Code of Regulations Title 24, Building Standards Administrative Code, Part 2, Chapter 12, and the California Building Code codify the State noise insulation standards. These noise standards apply to new construction in California to control interior noise levels as they are affected by exterior noise sources and interior noise sources from separate areas. The regulations specify that interior noise levels shall not exceed 45 CNEL in any habitable room.

Existing Noise Setting

The Los Alamitos JFTB is an active military installation and airfield that provides support and training facilities for military units and other national, state, and local organizations, including emergency operations. The Los Alamitos JFTB is home to an Army Aviation Support Facility and the California Army National Guard, as well as other units not related to aviation. The Los Alamitos JFTB may cause occasional noise intrusion from military aircraft at proposed Housing Sites 6 and 10. As discussed above, Housing Sites 6 and 10 are within the JFTB 60 CNEL contour. For comparison, existing noise levels along major roadways in the city are shown in Table 2. In all three cases, residential units are located on these roadways, and are experiencing noise levels substantially higher than the 60 – 64 CNEL identified by ALUC.

Table 2 City of Los Alamitos Ambient Noise Levels

Roadway	Segment	Noise Level (CNEL)
Los Alamitos Boulevard	Farquhar Avenue to Orangewood Avenue	76.1
Katella Avenue	I-605 to Los Alamitos Boulevard	78.3
Cerritos Avenue	Los Alamitos Boulevard to Bloomfield Street	71.1

Source: Los Alamitos 2015.

In addition, based on a noise survey conducted for the General Plan where aircraft overflights were present, short-term noise measurements indicate that at approximately 1,300 feet from the JFTB runway, noise levels were 52 dBA L_{eq} and up to 70.3 dBA L_{max} (Los Alamitos 2014). At another site approximately 1,400 feet from the JFTB runway, noise levels were 48.3 dBA L_{eq} and up to 61.2 dBA L_{max} . For perspective, Housing Sites 6 and 10 are approximately 1,825 feet and 1,650 feet from the nearest runway, respectively.

As discussed, Housing Sites 6 and 10 are within the JFTB 60 CNEL contour, according to the ALUC Airport Environs Land Use Plan. Therefore, future residential development in these areas would be considered Normally Compatible by the City and Conditionally Consistent by the ALUC. It is worth noting that existing noise levels along major roadways in the City, as shown in Table 2, are substantially greater than noise levels expected at future residences of Housing Sites 6 and 10 of up to 64 CNEL due to aircraft noise. It should also be noted that there are already existing residences located closer to the JFTB south of proposed Housing Site 10, which are exposed to higher aircraft noise levels than would be experienced at Housing Site 10. It is also worth noting that some smaller airports do not include 60 CNEL in their noise contour maps; they begin with 65 CNEL (e.g., Torrance Municipal Airport, Hawthorne Municipal Airport, and Oxnard Airport). The City is not aware of extensive aircraft noise complaints and, “the current activities of the base generally do not disturb the surrounding civilian areas” (Los Alamitos 2015). While JFTB activity and related noise may increase on the weekends, individual overflight events are intermittent and, according to the ALUC Airport Environs Land Use Plan for Joint Forces Training Base Los Alamitos, current and projected airfield operations at the JFTB are less than 10 jets or 25 propeller-driven aircraft on an average busy day (ALUC 2017). Therefore, aircraft noise exposure at Housing Sites 6 and 10 would be periodic and intermittent in nature, and future residents would not be exposed to constant aircraft overflight noise. Finally, it is worth noting that both the 2022 and 2015 JFTB noise contour figures (Attachments 4 and 5 to the City of Los Alamitos Request for Consideration of Draft Housing Element Update (2021 – 2029) from January 19, 2023, by the ALUC), appear to show that neither Housing Site 6 nor Housing Site 10 are located within the 60 CNEL contour, with the contours from 2022 being more recent than those contained in the ALUC Airport Environs Land Use Plan from 2017.

Aircraft Noise Mitigation

Since Housing Sites 6 and 10 would be considered Normally Compatible by the City and Conditionally Consistent by the ALUC, a design-level acoustical study should be prepared for any future residential development at these sites to demonstrate that interior noise levels do not exceed 45 CNEL in habitable rooms. However, based on the noise attenuation described above, a reduction of 20 to 35 dBA with

windows closed would mean that interior noise levels on Sites 6 and 10 would be expected to reduce interior noise levels below 45 CNEL if the following design considerations are implemented:

1. Provide mechanical ventilation so that windows may be left closed by occupants. This can be achieved passively with z-ducts, fresh air ducts, or an approved equal.
2. Exterior walls shall meet a Sound Transmission Class (STC) rating of at least 46. One method to achieve this would be standard exterior walls with 6-inch studs, R-13 insulation or thicker, a minimum 7/8-inch exterior surface stucco plaster, and interior finish with 5/8-inch drywall.
3. All windows shall be rated STC 26 (assumed to be standard dual-pane windows required per Title 24 energy standards) or higher.
4. All exterior balcony doors shall be rated STC 26 or higher.
5. All entry doors shall be insulated against weather and sound with nonporous seals. Caulk entry door thresholds as they are placed.
6. Use permanently nonhardening sealant around perimeters of window frames.
7. Window assemblies shall be constructed with effective nonporous gaskets or weatherstripping to minimize air infiltration and sound leakage.
8. Provide airtight construction at all exterior walls with acoustical or other nonhardening sealant at floor plates.
9. Use door jamb and head gasketing and door bottom gasketing at entry doors to seal the solid core doors against weather and sound.

The acoustical study shall also specify any additional roof construction material specifications beyond standard roofing, truss or joists, insulation and gypsum board that may be necessary to ensure an interior noise environment of 45 CNEL or less.

Finally, it is recommended that future tenants and prospective buyers at Housing Sites 6 and 10 be notified in the rental, lease, or purchase agreement and disclosures that the area may be subject to elevated aircraft noise levels at times and that it is within the 60 CNEL contour of the JFTB.

* * *

This concludes our findings of aircraft-related noise from the JFTB affecting proposed Housing Sites 6 and 10 and our recommendations for aircraft noise mitigation at future housing developments in these areas. Please do not hesitate to let us know if you have any questions about the findings of this letter report.

Sincerely,
Rincon Consultants, Inc.



Josh Carman, INCE-USA
Director

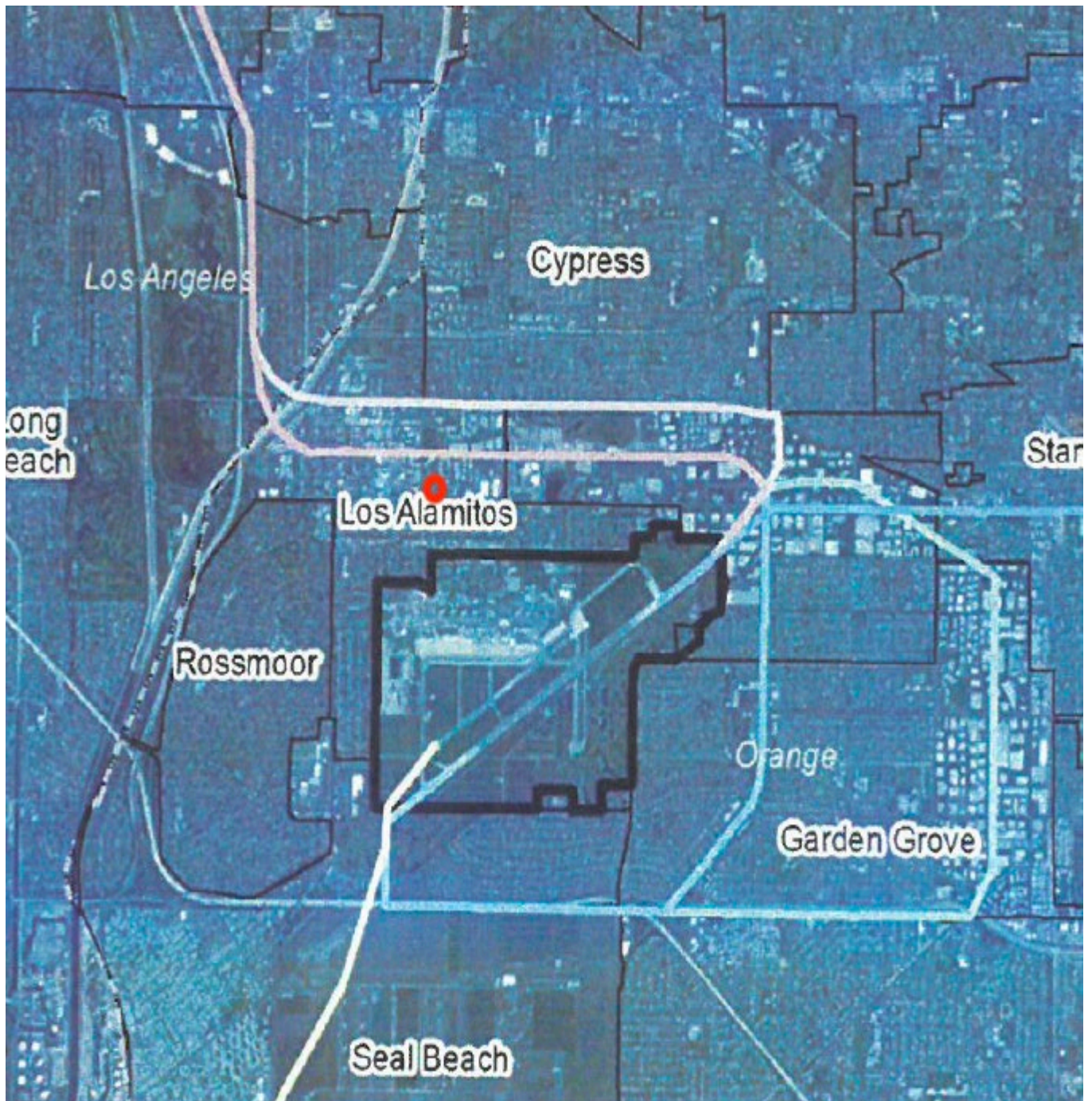
References

- California Department of Transportation (Caltrans). 2013. Technical Noise Supplement to the Traffic Noise Analysis Protocol. (CT-HWANP-RT-13-069.25.2).
- Federal Highway Administration (FHWA). 2011. Highway Traffic Noise: Analysis and Abatement Guidance (FHWA-HEP-10-025).
- Federal Transit Administration (FTA). 2018. Transit Noise and Vibration Impact Assessment Manual.
- Los Alamitos, City of. 2014. Los Alamitos General Plan Update Draft EIR.
- Los Alamitos, City of. 2015. Los Alamitos General Plan.
- Orange County Airport Land Use Commission. 2017. Airport Environs Land Use Plan for Joint Forces Training Base Los Alamitos.
- United States Environmental Protection Agency. 1974. Information on levels of environmental noise requisite to protect public health and welfare with an adequate margin of safety. Report No. 550/9-74-004 March 1974.

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ATTACHMENT 7

**Site 7 Location
Relationship to Flight Paths**



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ATTACHMENT 8



AIRPORT LAND USE COMMISSION

FOR ORANGE COUNTY

3160 Airway Avenue • Costa Mesa, California 92626 • 949.252.5170 fax: 949.252.6012

July 12, 2023

City Council Members
City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720-5600

Subject: City Council Study Session regarding ALUC Inconsistency Determination

Dear City Council Members:

On January 19, 2023, the City of Los Alamitos submitted the 6th Cycle Housing Element Update 2021-2029 to the Airport Land Use Commission (ALUC) for Orange County for a consistency review. The ALUC found the proposed Housing Element Update inconsistent with the Airport Environs Land Use Plan (AELUP) for Joint Forces Training Base (JFTB) Los Alamitos.

Per Section 4.11 of the AELUP for JFTB Los Alamitos, when the ALUC determines that a submittal is inconsistent with the AELUP, the ALUC shall promptly notify the affected local agency. The local agency may modify the submitted project so as to be consistent with the AELUP and resubmit the project to the ALUC for a determination of consistency; or the local agency may instead choose to overrule the ALUC by following the procedure established in Public Utilities Code (PUC) Sections 21676 and 21676.5.

On March 1, 2023, the ALUC and Caltrans Division of Aeronautics were notified of the City's intent to overrule and in response, provided comments on the findings of facts included in Resolution No. 2023-04 adopted by the City Council on February 21, 2023. At your study session we encourage the City Council to consider these response letters which are attached for your review.

In the event that a local agency does not revise its plan or overrule the ALUC, the ALUC may impose compliance requirements on the local agency. Public Utilities Code Section 21676.5, entitled "Local agency plan revisions; overruling of commission by local agency; further review," states in pertinent part:

"If the commission finds that a local agency has not revised its general plan or specific plan or overruled the commission by a two-thirds vote of its governing body after making specific findings that the proposed action is consistent with the purposes of this article as stated in Section 21670, the commission may require

that the local agency submit all subsequent actions, regulations, and permits to the commission for review until its general plan or specific plan is revised or the specific findings are made.”

Moreover, if a local agency does not overrule an airport land use commission’s inconsistency finding, it cannot adopt its proposed general (or specific) plan amendment. As the court succinctly stated in *Muzzy Ranch Co. v. Solano County Airport Land Use Com.* (2007) 41 Cal.4th 372, 385:

“Any local agency seeking to amend its general plan in a way that affects an area governed by an airport land use compatibility plan must first refer its proposed action to the responsible commission for a determination whether the proposed action is consistent with the airport land use plan. If the commission determines the amendment is not consistent, the agency may not enact it unless a two-thirds supermajority of the agency's governing body votes to override the commission's disapproval and the agency makes specific findings that its proposed action is consistent with the purposes of the State Aeronautics Act. (Pub.Util.Code, § 21676, subd. (b).)”

Please let me know if I can assist with any general inquiries regarding ALUC. I can be reached at (949) 252-5170 or at alucinfo@ocair.com. However, if you have questions regarding legal procedures or controlling statutes for airport land use commissions, you should consult with your City Attorney.

Sincerely,



Lea Choum
Executive Officer

Attachments:

Letter from ALUC for Orange County dated March 28, 2023

Letter from Caltrans Division of Aeronautics dated March 29, 2023

cc: Chet Simmons, City Manager
Airport Land Use Commission for Orange County



AIRPORT LAND USE COMMISSION

FOR ORANGE COUNTY

3160 Airway Avenue • Costa Mesa, California 92626 • 949.252.5170 fax: 949.252.6012

March 28, 2023

Ron Noda, Development Services Director
City of Los Alamitos
3191 Katella Ave.
Los Alamitos, CA 90720

Subject: Response to Notice of Intent to Overrule the Airport Land Use Commission
Determination for Los Alamitos General Plan 2021-2029 Housing Element Update

Dear Mr. Noda:

We are in receipt of your March 1, 2023 email letter notifying the Airport Land Use Commission (ALUC) for Orange County of the City's intent to overrule the ALUC's inconsistency determination on its General Plan Amendment for its 2021-2029 Housing Element Update. City Council Resolution No. 2023-04 was attached. In accordance with Section 21676 of the Public Utilities Code, the ALUC submits the following comments addressing the proposed overrule findings for the above-referenced project. This letter is advisory to the City and must be included in the public record of any final decision to overrule the ALUC, which may only be adopted by a two-thirds vote of the City's governing body.

Please be advised that California Public Utilities Code (PUC) Section 21678 states: "With respect to a publicly owned airport that a public agency does not operate, if the public agency pursuant to Section 21676, 21676.5, or 21677 overrules a commission's action or recommendation, the operator of the airport shall be immune from liability for damages to property or personal injury caused by or resulting directly or indirectly from the public agency's decision to overrule the commission's action or recommendation."

Background

On January 19, 2023, the ALUC for Orange County found the Los Alamitos Housing Element Update to be inconsistent with the *Airport Environs Land Use Plan (AELUP) for Joint Forces Training Base Los Alamitos (JFTB Los Alamitos)* on a 5-1 vote. The inconsistent finding was based on AELUP Sections 2.1.1 and 3.2.1 and PUC Sections 21674(a) and 21674(b).

While the City referred the proposed Housing Element Update to ALUC prior to approval by the City Council, the City approved its General Plan Amendment on February 21, 2023, prior to completing the overrule process in accordance with the PUC Section 21676(b).

ALUC has the following comments regarding the findings of facts included in Resolution 2023-04:

Response to Finding “a” Regarding Protection of the Public from Adverse Effects:

As noted in the City’s finding, the AELUP for JFTB Los Alamitos 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. However, proposed housing Sites 6 and 10 are located in close proximity to JFTB Los Alamitos. As stated in Section 2.2 of the *AELUP for JFTB Los Alamitos*, “[t]he Commission may consider the utilization of criteria for protecting aircraft traffic patterns at this airport which may differ from those contained in FAR Part 77, should evidence of health, welfare, or safety surface sufficient to justify such an action.”

Response to Findings “b” and “c” Regarding Noise Standards:

The ALUC inconsistency determination was based in part on AELUP Section 2.1.1 which states “aircraft noise emanating from airports may be incompatible with the general welfare of the inhabitants within the vicinity of an airport,” and partly on General Land Use Policies in Section 3.2.1 which states that “within the boundaries of the AELUP, any 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.” The ALUC believes that the proposed new locations for residential units would be highly affected by airport noise due to the close proximity to the airport and that the past and current land use designations of “Community and Institutional” and “Retail Business” are the appropriate designations for these sites to not concentrate people in this area which is susceptible to aircraft accidents. The proposed Housing Element Update would allow for the introduction of residential uses which are not suitable and would subject the future residents to excessive noise and safety risks.

Response to Finding “d” Regarding Safety:

While none of the proposed opportunity sites are located within the Accident Potential Zones or Clear Zones, the ALUC considers the broader definition of “safety” as stated above and in Section 3.2.1 of the *AELUP for JFTB Los Alamitos*. The north departure path close to the Laurel Park (Site 7) is shown in Attachment 7 of the ALUC Staff Report (entire staff report is attached to this letter). It is the pink line in Figure 3-1: JFTB Los Alamitos Flight Routes and the blue line in Figure 4-2 from the 2022 CARNG ICUZ. Allowing residential uses adjacent to the flight tracks would concentrate people in an area susceptible to aircraft accidents and is not recommended.

Response to Finding “e” Regarding Purpose and Intent of the AELUP

The City states that the “proposed project is consistent with the purpose and intent of the AELUP and will not result in incompatible land uses adjacent to JFTB Los Alamitos.” By virtue of being clearly stated in *AELUP for JFTB Los Alamitos* Sections 1.2 “Purpose and Scope” and 2.0 “Planning Guidelines,” the ALUC understands the complex legal charge to protect public

airports from encroachment by incompatible land use development, while simultaneously protecting the health, safety and welfare of citizens who work and live in the airport's environs. To this end, and as also statutorily required, ALUC proceedings are benefited by several members having expertise in aviation. Based upon careful consideration of all information provided, and input from ALUC members with expertise in aviation, the ALUC found the Housing Element Update to be Inconsistent with the *AELUP for JFTB Los Alamitos*.

We urge the City Council to take ALUC's concerns into consideration in its deliberations prior to deciding whether to overrule ALUC. Thank you for the opportunity to provide these comments.

Sincerely,

Lea Choum for

Gerald A. Bresnahan
Chairman

Attachment: January 19, 2023 ALUC Staff Report

cc: Members of Airport Land Use Commission for Orange County
Gabrielle Sefranek, Caltrans/Division of Aeronautics



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

AELUP 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 *AELUP 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,

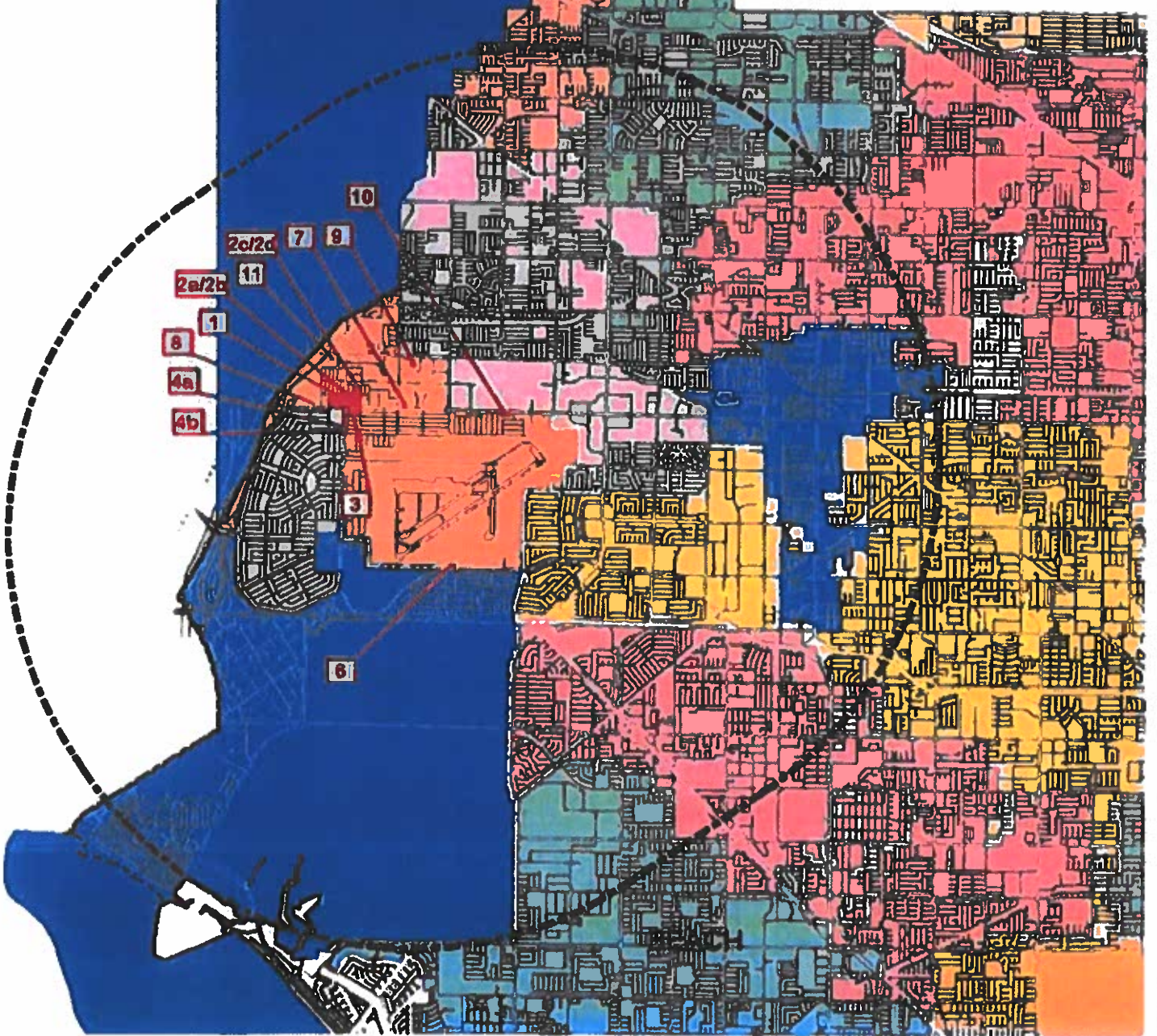


Lea U. Choum
Executive Officer

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

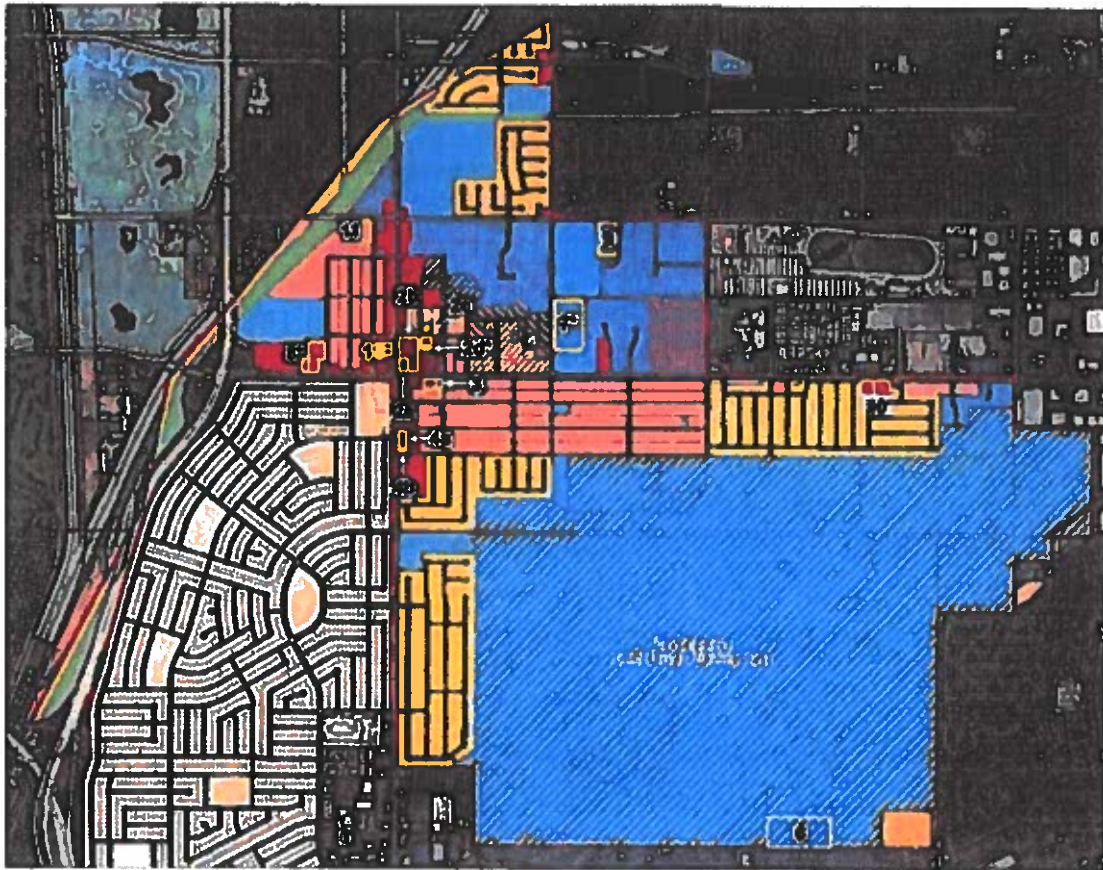
City

Lea Choum, Executive Officer

Date



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**

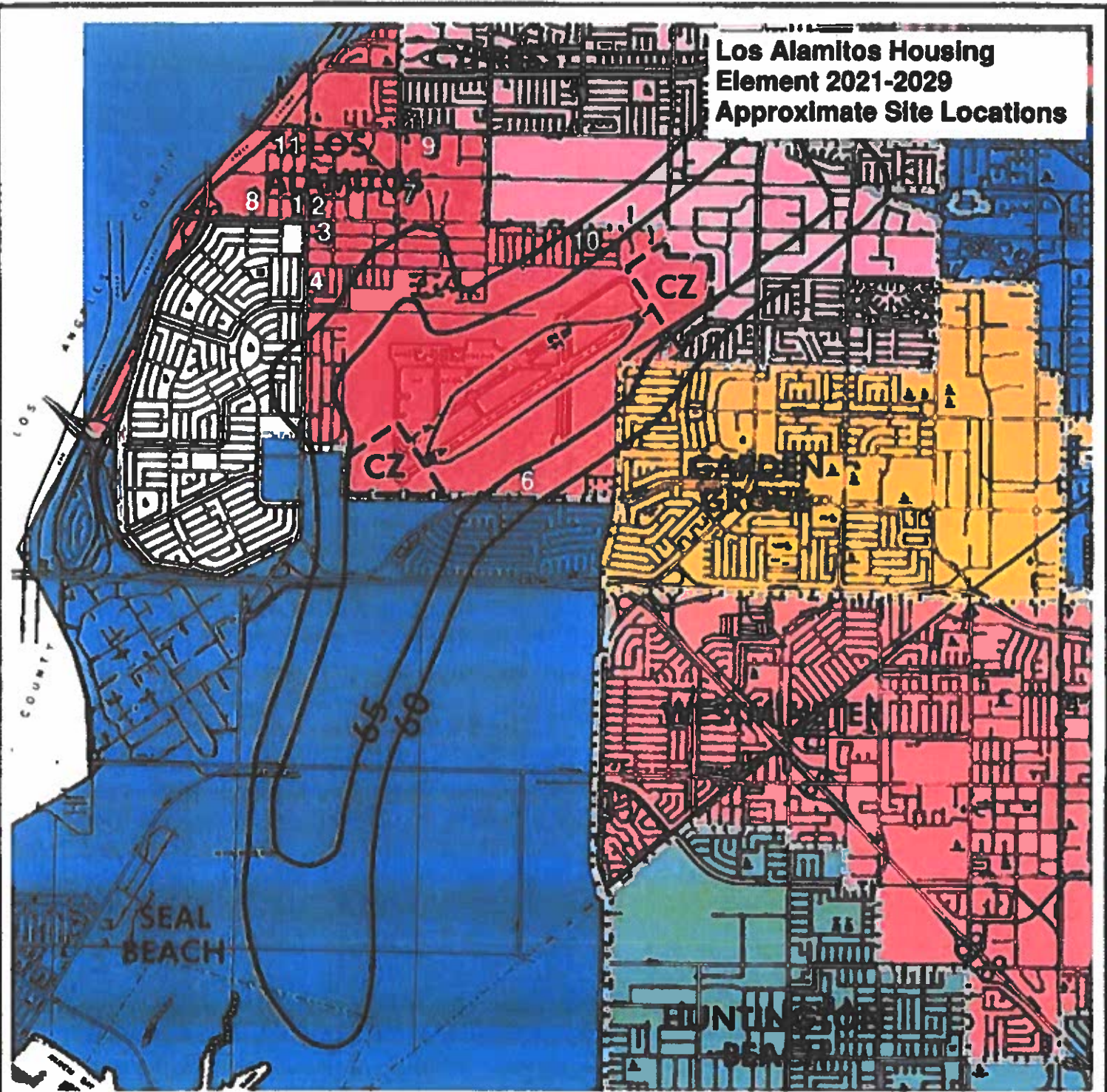
Sites Description

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/>



**Los Alamitos Housing
Element 2021-2029
Approximate Site Locations**

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

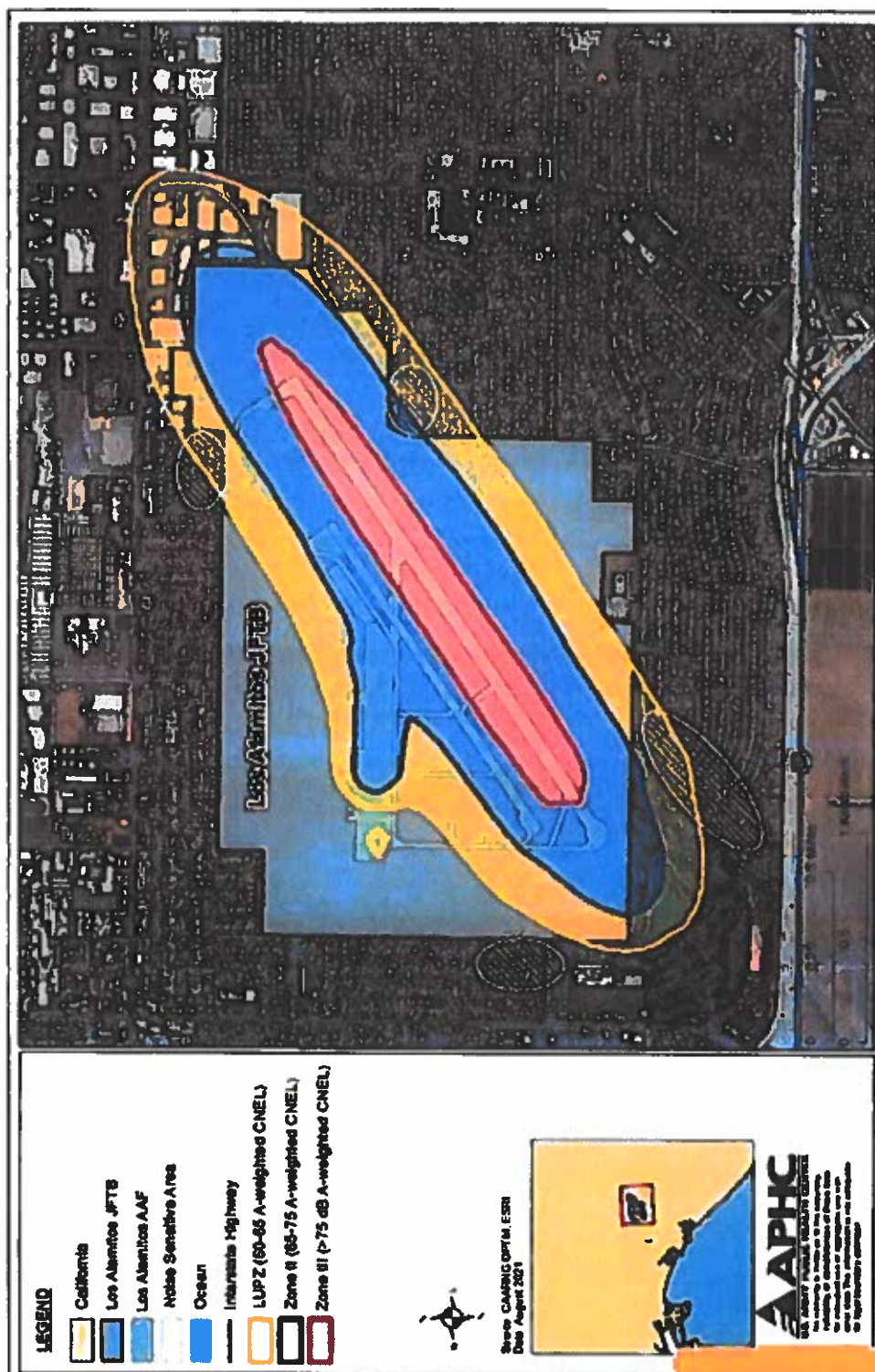


Figure 4-3 Los Alamitos JFTB Aircraft Noise Zones (A-weighted CNEL)

ATTACHMENT 4

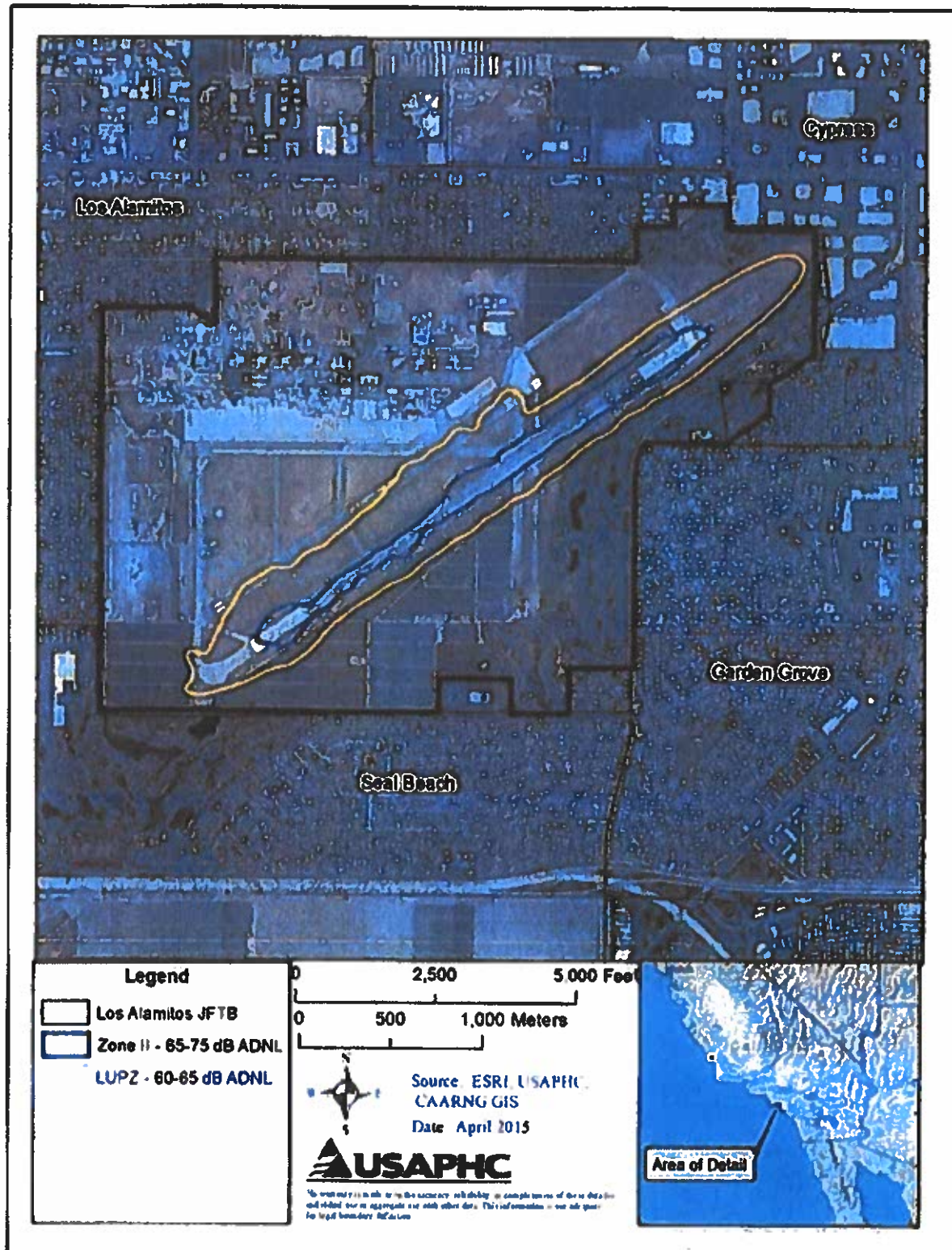
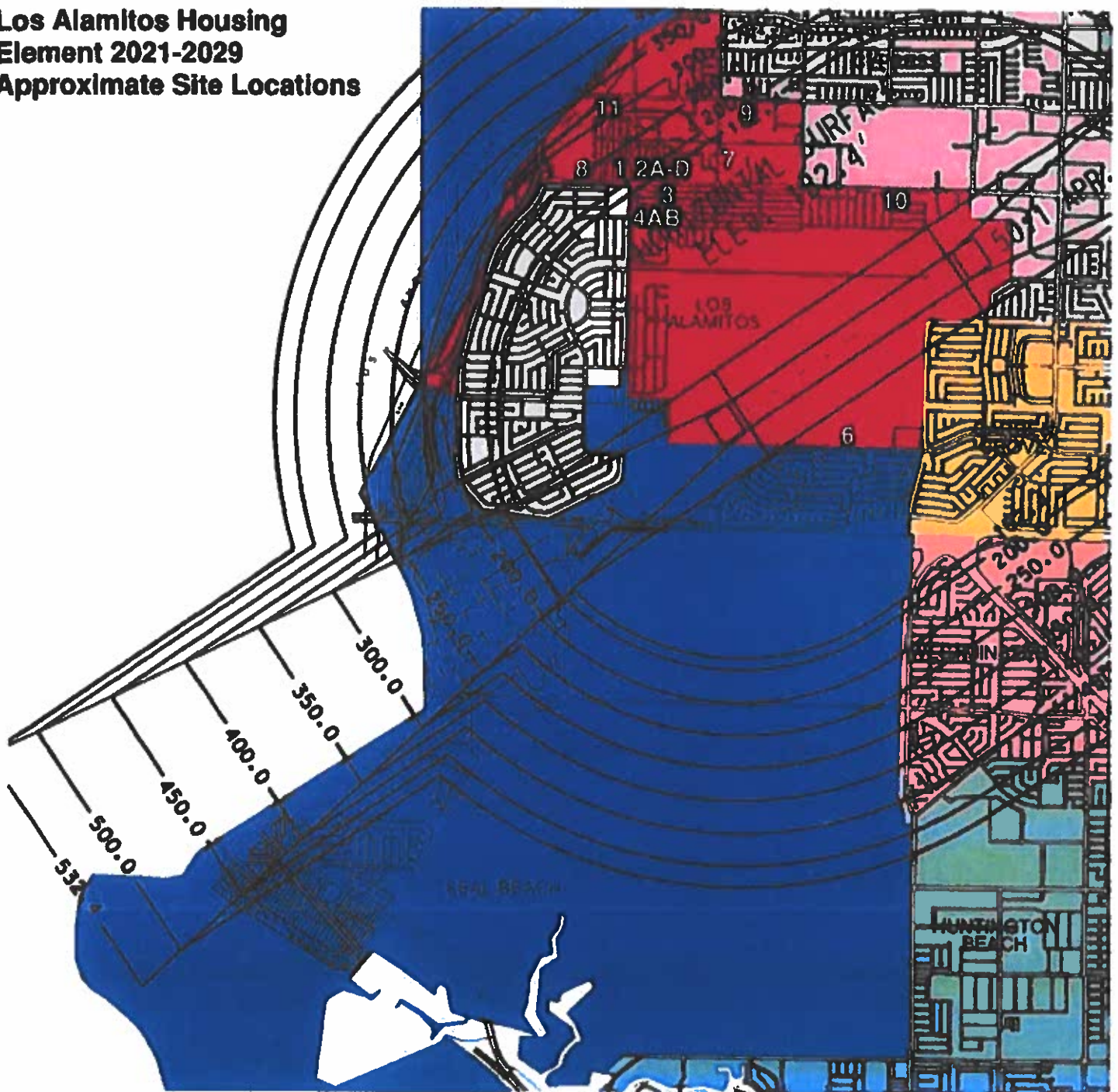


Figure 7-5. LAAAF Aircraft ADNL Noise Zones

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

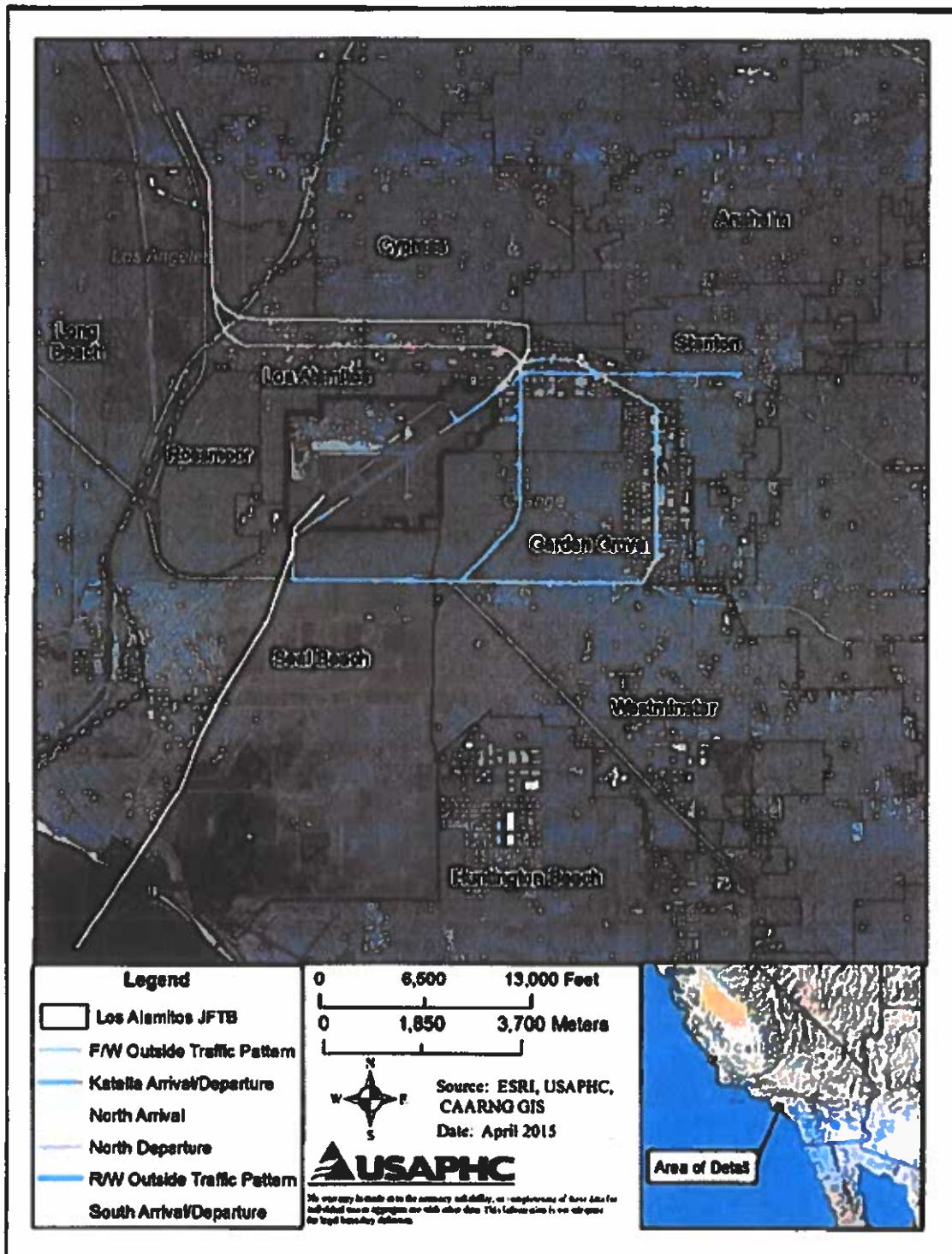


Figure 3-1. JFTB Los Alamitos Flight Routes

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 Kalella 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/>

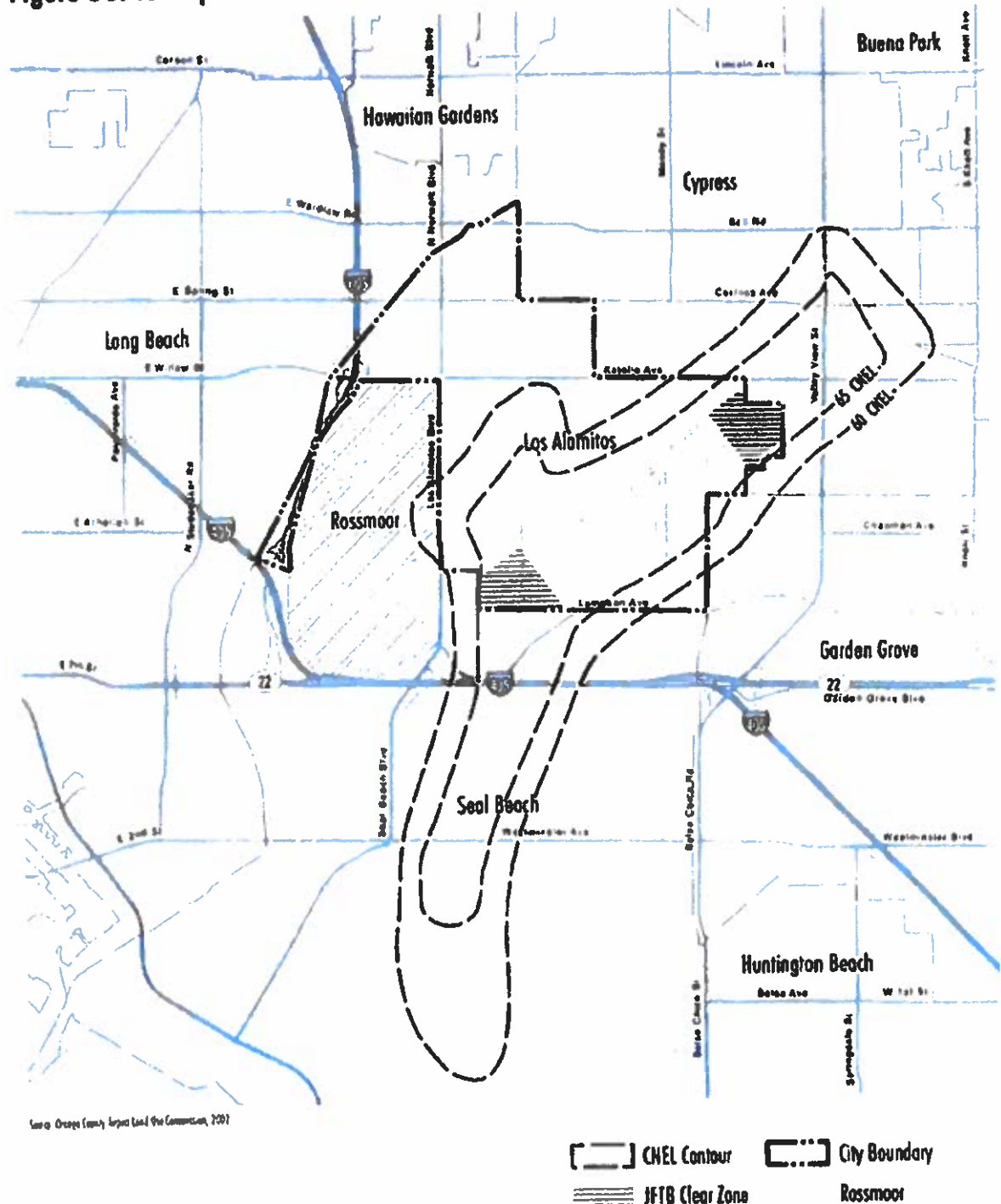
***Mail or Email Submittal Form, Checklist and attachments to: Airport Land Use Commission for Orange County,
 Attn: Executive Officer, 3160 Airway Avenue, Costa Mesa, CA 92626 / Phone: (949) 252-5170
ALUCinfo@ocair.com***

12 00 21

GENERAL PLAN

Public Facilities and Safety Element

Figure 6 JFTB Impact Zones



LOS ALAMITOS
GENERAL PLAN



PLACEWORKS

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.

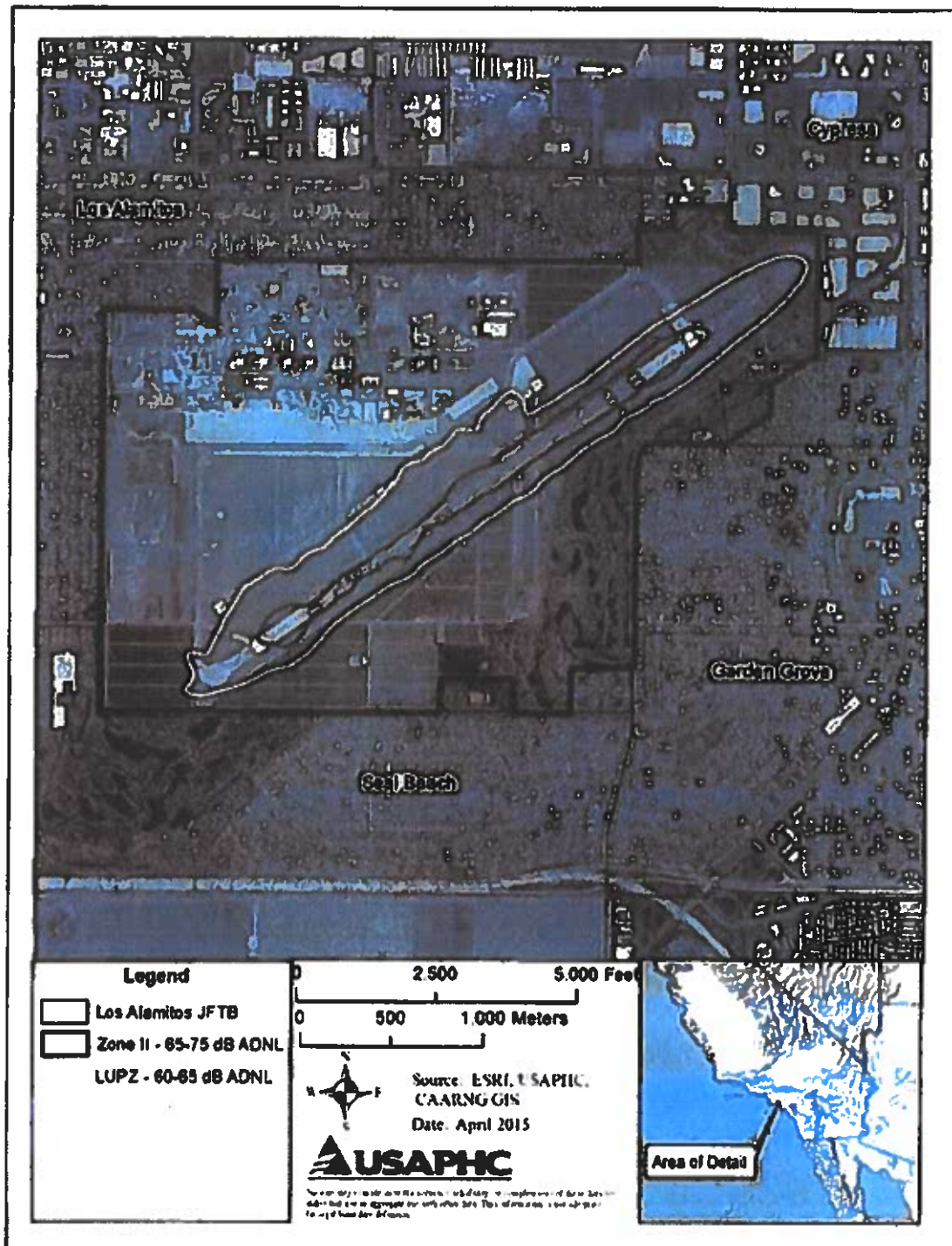


Figure 7-5. LAAAF Aircraft ADNL Noise Zones

JFTB NOISE ASSESSMENT

Environmental Health Sciences, Environmental Noise Consultation Update No. S.0064236b-20,
1 June 2020

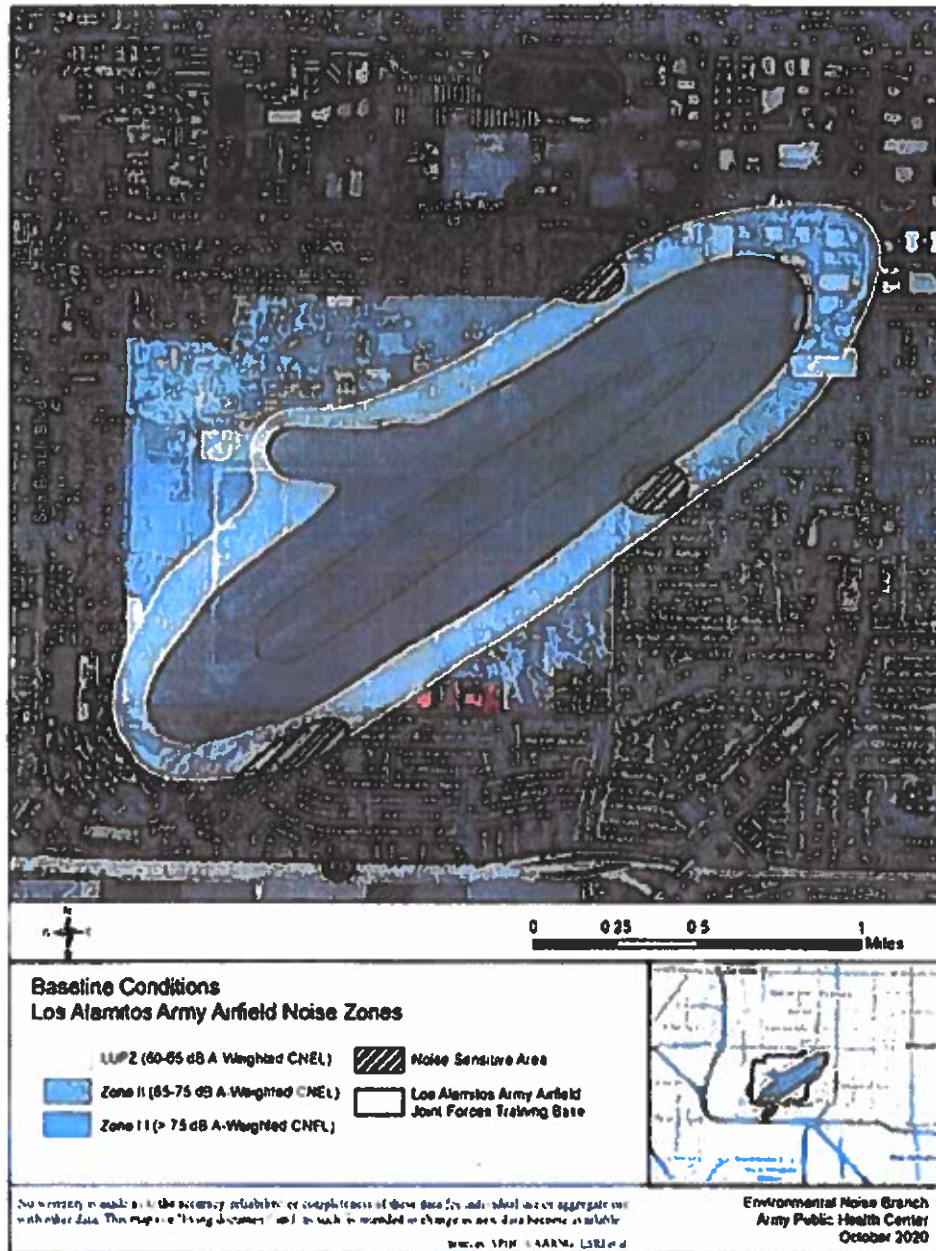


Figure 1. Baseline Los Alamitos Army Airfield Noise Zones

Environmental Health Sciences, Environmental Noise Consultation Update No. S.0064236b-20,
1 June 2020

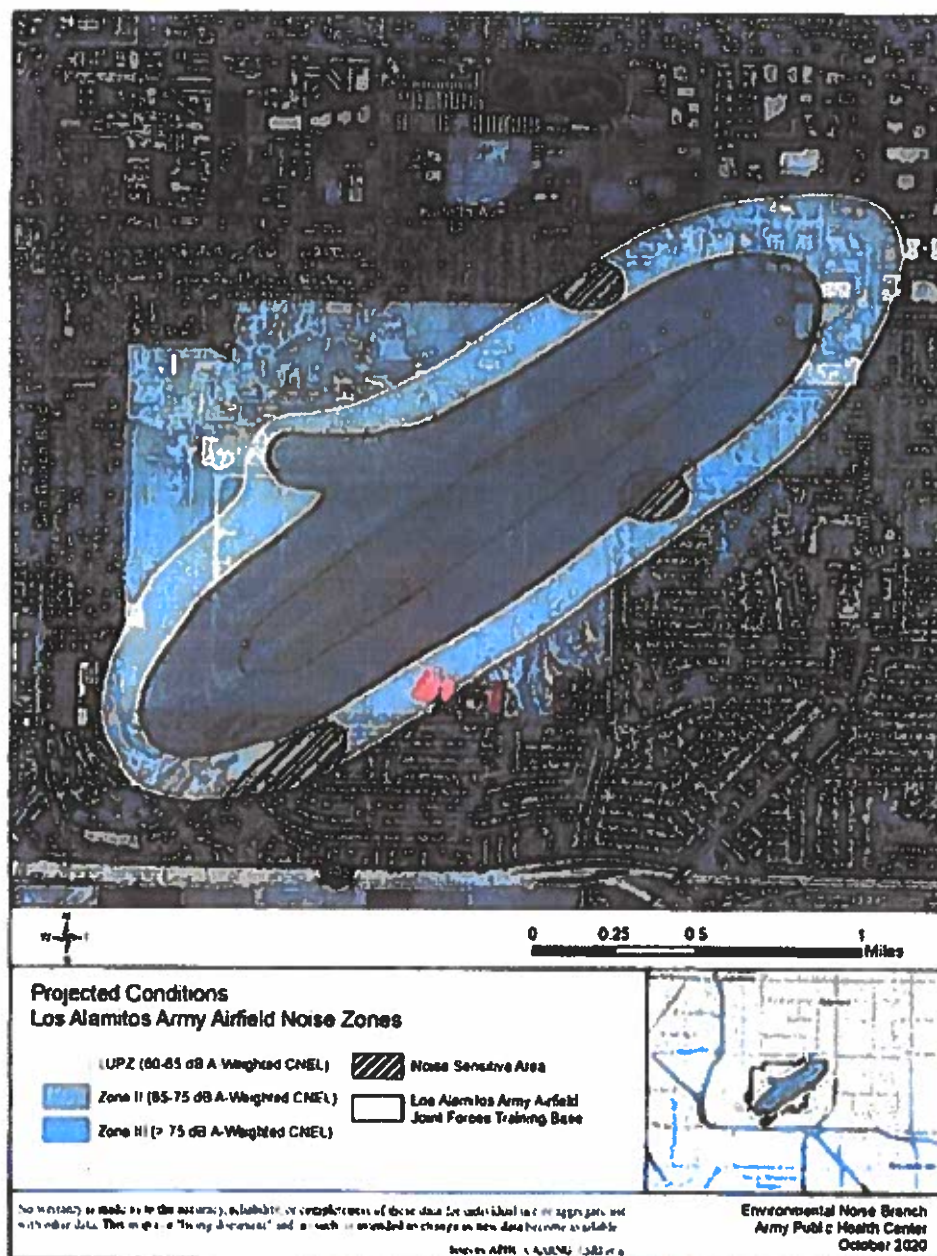


Figure 2. Projected Los Alamitos Army Airfield Noise Zones

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 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 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 Sites 5a-5b and 6 to meet RHNA per 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. The City has seen a significant interest in the redevelopment of these 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	9.1	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 Lampeon 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/Chy Hall	3.2	Retail Business	C-G	R4	30
9	241-251-14	4141 Carritos 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 Carritos 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

AB-6

City of Los Alamitos
Administrative Draft 2021-2029

DRAFT HOUSING ELEMENT



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

Growth Management Element

March 2015

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

Growth Management Element

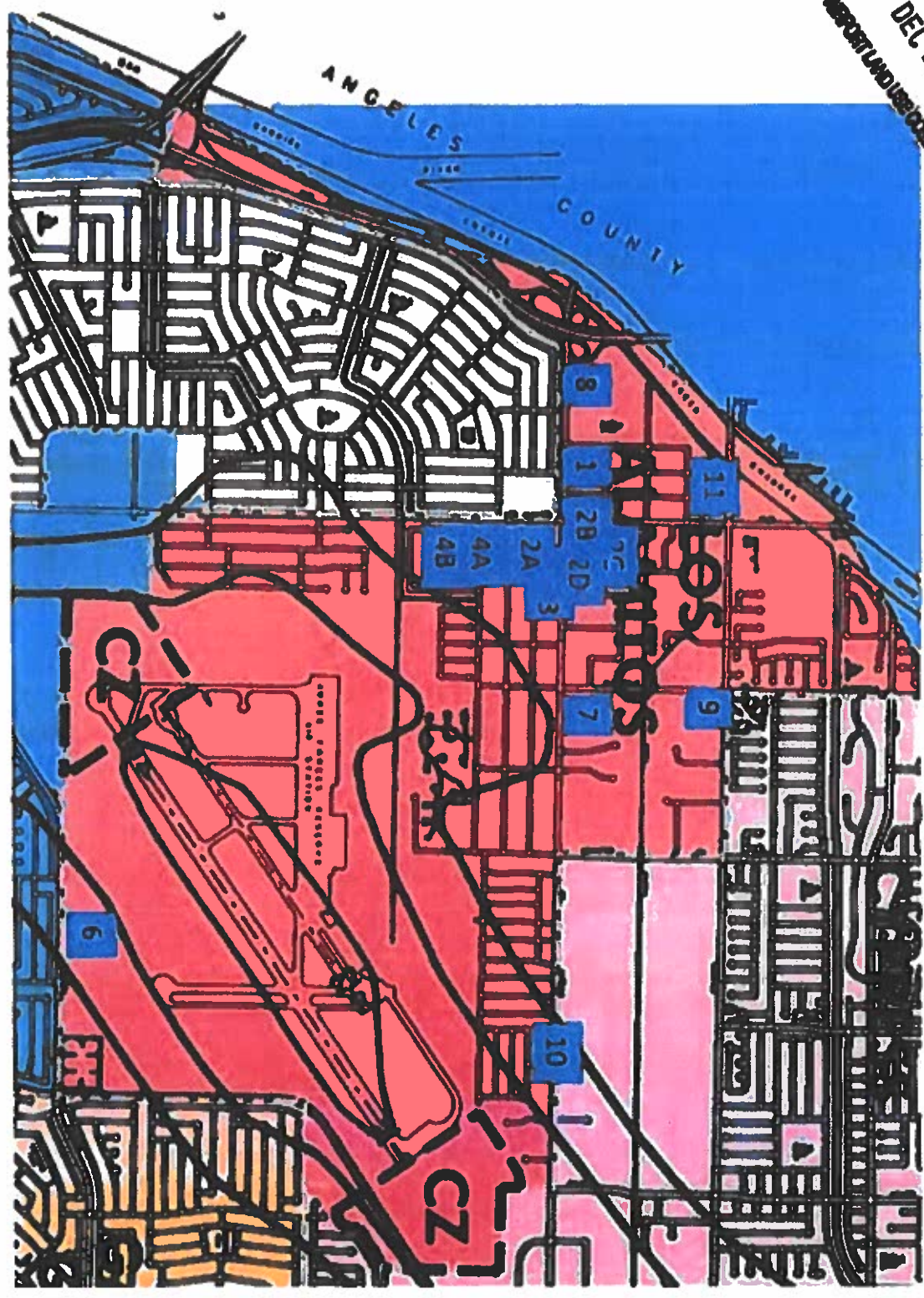
March 2015

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.

HEC
DEC 27 2022
APPROPRIATELY



California Department of Transportation

DIVISION OF AERONAUTICS
P.O. BOX 942874, MS-40 | SACRAMENTO, CA 94274
(916) 654-4959 | FAX (916) 653-9531 TTY 711
www.dot.ca.gov



March 29, 2023

Mr. Ron Noda
City of Los Alamitos
RNoda@cityoflosalamitos.org
3191 Katella Ave,
Los Alamitos, CA 90720

Electronically Sent

Dear Mr. Noda,

Thank you for notifying the California Department of Transportation, Division of Aeronautics (Division), of the proposed overrule by the City of Los Alamitos (City). The Division has reviewed the proposed findings provided by the City and has **determined the findings are insufficient to warrant this proposed overrule.**

Specifically, the findings are inconsistent with the purposes of the statutes set forth in the California Public Utilities Code (PUC) section 21670. These findings do not provide substantial evidence that the proposed Project will meet the requirements of PUC statutes set forth in PUC section 21670. These findings do not provide substantial evidence that the proposed Project will meet the requirements of PUC, section 21670(a) (1) and (2).

The Division received an email notification that included City Resolution 2023-04 and draft findings, declaring an intent to consider overruling the Airport Land Use Commission's (ALUC) inconsistency determination of the City's Draft 2021-2029 Housing Element Update. The City presented a number of findings to demonstrate substantive compliance with the Joint Forces Training Base Los Alamitos Airport Environs Land Use Plan. The Division concurs with the ALUC's determination that the Draft 2021-2029 Housing Element Update is inconsistent with the Airport Environs Land Use Plan.

The Division recognizes that the city is facing affordable housing supply shortages and is looking for new areas to accommodate residential developments. However, environmental justice and equity concerns should also be reviewed for consistency with goals identified in the California Transportation Plan of 2050 and the California Aviation System Plan of 2020. The Division notes that new laws regarding the provision of housing do not supersede existing laws, including Section 21670 of the California Public Utilities Code, which requires counties to establish ALUCs and compatibility plans to protect public health, safety, and welfare.

In addition, Section 21675.1(f) provides: If a city or county overrules the commission pursuant to subdivision(d) with respect to a publicly owned airport that the city or county does not operate, the operator of the airport is not liable for damages to

"Provide a safe and reliable transportation network that serves all people and respects the environment"

Mr. Ron Noda
March 29, 2023
Page 2

property or personal injury resulting from the city's or county's decision to proceed with the action, regulation, or permit.

Please note: The Division comments are to be included in the public record of any decision to overrule the ALUC. If you have questions or if we may be of further assistance, please contact me by email at jonathan.huff@dot.ca.gov or call (916) 879-6528

Sincerely,

Originally signed by

Jonathan Huff
Associate Transportation Planner
Division of Aeronautics

c: Julie Fitch, Land Use Manager, John Wayne Airport, Orange County,
JFitch@ocair.com

Matt Friedman, Chief, Office of Aviation Planning, Division of Aeronautics
Matthew.friedman@dot.ca.gov

Attachment: ALUC Comments on Los Alamitos NOI Overrule.pdf

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: July 17, 2023

ITEM NUMBER: 12A

To: Mayor Tanya Doby & Members of the City Council

Presented By: Irving Montenegro Jr., Manager

Subject: Pine StrEATs Grant Program

SUMMARY

This item for Council's consideration is an Economic Development driven grant program, Pine strEATs. This program is a supplementary feature to the highly anticipated citywide special event, Celebrate Los Al.

RECOMMENDATION

1. Review the Pine strEATs Grant Program; and,
2. Authorize Staff to launch the Pine strEATs Grant Program in conjunction with the Celebrate Los Al event; and,
3. Appropriate funding in the amount of \$110,000 from the American Rescue Plan Act (ARPA) funds towards the Pine strEATs Grant Program.

BACKGROUND

The City of Los Alamitos is set to launch the MemorialCare Miller's Children's & Women's Hospital, Long Beach Celebrate Los Al event on Saturday, September 16, 2023. This event includes a multitude of features including Serve Los Al, Universal Waste Systems (UWS) Race Los Al, My City My Los Al Street Fair, a public safety fair, and Pine strEATs.

As a component of this event, the Pine strEATs program is aimed at promoting Los Alamitos' local restaurants. Each participating restaurant will be allotted a serving station/booth in order to offer sample tastings to the public and promote their restaurant to those in attendance. The Pine strEATs Grant Program will provide assistance to 20 City-based restaurants to cover the cost of participating in the event, such as food, labor, and promotional materials.

DISCUSSION

The Pine strEATs Grant Program is intended to promote local restaurants and create new ways for them to connect with the Los Alamitos community. As proposed, the program will cover reimbursable costs of up to \$5,000 for expenses related to personnel, supply costs, and promotional materials necessary for participation in the event. The program is designed to assist up to 20 restaurants. Eligible Los Alamitos-based restaurants interested in participating in the program are required to complete the Pine strEATs Grant Application.

Each restaurant will receive a copy of the grant program's guidelines, which explain in detail the specific criteria for reimbursable costs and the participation guidelines. Below are some of the program's guidelines:

- Restaurant must hold an active Los Alamitos Business License with no outstanding code violations.
- Restaurant must be a permanent establishment in the City of Los Alamitos and under the five main categorical restaurant types: quick service, fast casual, catering, casual dining, and fine dining. Home-based food related businesses are encouraged to apply and may be considered for approval. Examples of home-based food related businesses may consist of gourmet cookies, cake pops, and Charcuterie service.
- Restaurant must be available for the entirety of the event, including set-up and tear down.
- Participating restaurants will have a specific allotted time period, before the date of the event and after the event, to submit Reimbursement Forms for all appropriate expenses, along with the sales report or receipts with line items. The described items must be submitted during the allotted time period to secure reimbursement.
- Restaurants are able to submit the required documentation for reimbursement at three different phases during the grant program. Restaurants with appropriate documentation may receive partial reimbursement prior to and after the event. If requested, a restaurant may request reimbursement up front to cover the initial purchase of food supplies. Draft program information has been provided for the Council's review as attachments. Program documentation will be finalized after the Council's discussion this evening.

The grant's goal is to provide Los Alamitos-based restaurants with an opportunity to market their businesses directly to the thousands of event attendees. The tickets or wristbands will be sold at a minimal charge to event attendees so they may sample the variety of food options, similar to the City's past practice with the Los Alamitos' Bites and Bikes program. The money collected from ticket sales will benefit the Los Alamitos Community Foundation.

FISCAL IMPACT

The maximum number of eligible restaurants will be twenty (20) and each may receive up to \$5,000 in reimbursable expenses for a total projected cost of \$100,000. Outreach, marketing, event related equipment at the City's expense outside the grant monies is estimated to be an additional \$10,000 for a total of \$110,000. The City is in receipt of funding from the American Rescue Plan Act (ARPA), which will be utilized for the Pine strEATs Grant Program.

Attachment:	1.	PinestrEATs Grant Application (Draft)
	2.	Pine strEATS Grant Program Guidelines (Draft)
	3.	Pine StrEATS Grant Reimbursable Form (Draft)

Pine strEATs Grant Application

September 16, 2023



The City of Los Alamitos' Economic Development Division is offering Los Alamitos based businesses a grant opportunity of up to \$5,000 for participation in Pine strEATs program as part of Celebrate Los Al event. Grant funding may be used to cover event related personnel and supply costs, including marketing expenses to help promote participating businesses at the event. The objective is to showcase some of the hidden gems in Los Alamitos for all in attendance and encourage residents to sample each of the participating businesses' selected food items.

Applications will be accepted beginning

Tuesday, July 18, 2023, at 8:00 a.m. through Thursday, September 7, 2023, by 5:00 p.m.

APPLICANT/BUSINESS OWNER

Name of Applicant _____
Street _____
City _____ State _____ ZIP _____
Phone Number _____ Email Address _____

BUSINESS

Name of Business _____
Street _____
City _____ Zip _____ Cell Phone # _____
Business Phone # _____ Email Address _____
Website _____

EXHIBITOR REQUIREMENTS

Exhibitor is required to operate throughout the entire program of the event which will consist of arrival/set up time beginning at 2:00 p.m., ready for business from 4:30p.m. through 8:30p.m., tear down from 8:30p.m. through 10:00p.m. Booths are limited. Exhibitor may not sell any items at any time during the event. Exhibitor is strongly encouraged to bring flyers, menus, coupons, awards, business cards, banners, and pictures which may help attendees decide to visit their restaurant after the event. Must be a permanent establishment in the City of Los Alamitos with an active Business License and under the five main categorical restaurant types: quick service, fast casual, catering, casual dining, and fine dining. Home-based, food related business may apply (examples of such businesses may consist of gourmet cookies, cake pops, charcuterie service, etc.). Subject to staff discretion. Must be clear of any active code violations.

BOOTH SPACE

Booth will consist of one (1) 10' x 10' private canopy with lights, one (1) 6' table, table linen, and two (2) chairs.

Pine strEATs Grant Application

September 16, 2023

If an additional 6' table is needed, you must make the request in writing via email to ebooth@cityoflosalamitos.org no later than 5:00 p.m., September 7, 2023. Additional equipment will not be provided the day of the event.

Exhibitor will be provided with a map and booth number prior to the event date. The space contracted for is to be used solely for the name that appears on the application and it is agreed that no portion will be sublet or used by any other organization or business. Exhibitors and their exhibits are limited to their assigned booth space. Marketing displays and material cannot block or interfere with booth space of other Exhibitors.

Exhibitor agrees to indemnify, defend and hold harmless the City of Los Alamitos from any liability that arises as a result of operation of said booth. Exhibitor guarantees payment to the City of Los Alamitos for the replacement cost of unreturned and/or damaged rental items.

ELECTRICITY

An electricity outlet is available for a very limited number of booths and is limited to 15 amps only. Electricity must be requested by 5:00 p.m. on September 7, 2023. No extension cords will be provided. All extension cords used must be in safe, operable working condition.

SET-UP AND TEAR DOWN

Pine StrEATs is open to the public from 5:30 p.m. – 8:30 p.m. Every exhibitor booth must be staffed and operational during the entire duration of this event. Exhibitors will not be allowed to leave before the end of event.

Exhibitors will have access to the area starting at 2:00 p.m. There will be no early check-in. Carts, hand trucks and dollies are not supplied by the City of Los Alamitos and will not be available for exhibitor use for set-up and tear down. Exhibitor booth must be completely set up and ready to serve the public no later than 4:30p.m.

FOOD AND BEVERAGES

Food exhibitors will need to provide plates, napkins, and utensils. Exhibitors will need to provide staff and table decorations for their space and their selected taste serving menu item(s) in advance for City approval by the application deadline. This is intended to avoid duplicate taste serving menu item(s) by multiple food exhibitors. Exhibitor agrees to provide taste size servings of an item(s) from your menu for approximately 3,000 people. This number is subject to change. A “taste” is defined as a serving of approximately 3 ounces and/or small enough to be placed in one’s mouth whole. Attendees may return for additional servings, but each serving should be no more than a “taste”.

Open flames or other devices emitting flame, fire, or heat or any flammable or combustible liquids, gas, charcoal, or other cooking devices or any other unapproved devices shall not be permitted inside or located within 20’ of the tent or membrane structure while open to the public. Food warmers will be permitted in the canopies. If there is a need for a BBQ, grill, hibachi, or other form of cooking on site, the request must be made by 5:00 p.m. on September 7, 2023, to provide logistical arrangements. The request is not guaranteed due to limited space.

PUBLICITY

Exhibitor name and/or logo will be included on select event advertising, which may include website, flyers, email blasts, social media advertising, posters, etc. Exhibitors are strongly encouraged to apply early for maximum publicity. The name for advertising will be what was completed on the application and the City will not be responsible for producing replacement advertising materials.

Pine strEATs Grant Application

September 16, 2023

ACKNOWLEDGMENT, AGREEMENT AND CERTIFICATION

Acknowledgment: I/We understand that this grant is being provided by the City of Los Alamitos based solely upon the information that I/we have provided in this application. I am also verifying that there are no outstanding tax liens or legal judgments against the business.

By signing below, I/we certify that the above information and statements are true and correct to the best of my/our knowledge. I/we understand that a false statement may disqualify me/us from benefits.

Owner Signature _____

Owner Printed Name _____

Date _____

Co-Owner Signature _____

Co-Owner Printed Name _____

Date _____



PINE STREETS GRANT PROGRAM GUIDELINES

In a continued effort to support our City of Los Alamitos based restaurants, the City of Los Alamitos' Economic Development Division will be offering a grant up to \$5,000 per participating restaurant for their commitment at the upcoming Celebrate Los Al event on Saturday, September 16, 2023, at Pine Street.

The conditions of appropriate event related expenses and approval for their awarded grant will be contingent on the following eligibility guidelines:

Event Related Expenses

- **Personnel costs** with verification of employment and detailed labor hours dedicated for the event only. Exclusions will be anything unrelated to the event.
- **Supply costs** includes any of the following:
 - Food supplies with a "taste" from the menu serving a minimum of 3,000 people. A "taste" is defined as a serving of approximately 3 ounces and/or small enough to be placed in one's mouth whole.
 - Additional food supplies must include sufficient quantities of plates, napkins, and utensils.
- **Marketing Costs** includes any of the following intended to be used at the event:
 - Vinyl banners with 2' x 10' dimensions for canopy display with bronze grommets at each corner.
 - Business cards, flyers, menu, coupons, and pop-up banners.

Grant will not cover any additional items and all purchases are subject to City Staff approval.

Participation Guidelines

- Must hold an active City of Los Alamitos Business License with no outstanding code violations.
- Must be a permanent establishment in the City of Los Alamitos under the following categorical restaurant types: quick service, fast casual, catering, casual dining, and fine dining. Home-based, food related business may apply (examples of such businesses may consist of gourmet cookies, cake pops, charcuterie service, etc.). Subject to staff discretion.
- Must submit the Grant Application in order to become a participant of the program.
- Participating restaurants will have a designated time period before the date of the event and after the event to submit Reimbursement Forms for all appropriate expenses, along with the sales report or receipts with line items. The described items must be submitted during the allotted time period to secure reimbursement.
- Must be available for the entirety of the event, including set-up and tear down.
- Minors must be accompanied by an adult and only restaurant staff may be in the space provided.
- Additional guidelines may be found on the Pine strEATs Grant Application.



Date

Business Name

Address

RE: PINE STREETS GRANT PROGRAM – REIMBURSEMENT FORM

The City of Los Alamitos announces its inaugural Pine strEATs Grant Program. Participating restaurants will be eligible for a grant up to \$5,000 for their commitment to be present at the City's Celebrate Los Al event. Each restaurant will be reimbursed for event related expenses such as personnel costs, supply expenses including food supplies and marketing materials, all of which are directly used for the event. Additional conditions may apply and may be found in the Pine strEATs Grant Program Guidelines.

To process reimbursements, please fill out the attached form with a sales report or receipts with line items. The described items must be submitted during the allotted time period of Monday, July 24, 2023 through October 16, 2023, to secure reimbursement. The reimbursement of purchases will only be made in three payment cycles during this period. All labor related expenses must be presented with detailed representation of hours worked and verification of employment with the restaurant. Failure to present all required documentation may result in non-reimbursable action.

The City's Finance staff will process reimbursement and mail a check to the name and mailing address provided on the application. Please allow up to three weeks of reimbursement to occur from the moment the form was submitted to City Hall. City Hall operating hours are Monday through Thursday from 7:30 a.m. to 5:30 p.m. (exception of Federal Holidays). City Hall is closed on Fridays.

The City of Los Alamitos thanks you for your interest and participation.

Sincerely,

CITY OF LOS ALAMITOS

NAME

Pine strEATS Reimbursement Form



Please fill out the form completely and attach all associated receipts.

**Attn: Development Services Department
Los Alamitos City Hall
3191 Katella Avenue
Los Alamitos, CA 90720**

Submitted by (print) _____

Phone Number _____

Email _____

Check will be made out to the applicant name and mailed to the address provided on the Original Application.

Business Name as Listed on Application: _____

Business Address _____

Signature

Date

****REMEMBER TO ATTACH A COPY OF THE RECEIPTS OR A SALES REPORT***