

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

CITY COUNCIL AGENDA
REGULAR MEETING

Tuesday, January 16, 2024 – 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 Nefulda
Mayor Pro Tem
Hasselbrink Council
Member Doby Council
Member Hibard Council
Member Murphy

3. PLEDGE OF ALLEGIANCE

Mayor Nefulda will lead the Pledge of Allegiance.

4. INVOCATION

Mayor Pro Tem Hasselbrink will give the Invocation.

5. PRESENTATIONS

- A. Presentation by Belinda Roma, Los Alamitos Police Department, Providing an Update regarding the Volunteer in Policing (VIP) Program**
- B. Oath of Office for Los Alamitos Police Officer Renteria**
- C. Community Introduction for the Canine Program**
- D. Presentation of a Certificate to Bernie Martin and David Soto, Starbucks (Katella and Los Alamitos Blvd.), in Recognition of its Partnership with the Los Alamitos Police Department**
- E. Presentation to Craig Koehler, Finance Director, in Recognition of Earning the Government Finance Officer Associations Award of Excellence**

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 December 1, 2023 to December 31, 2023.

Recommendation: Ratify the Warrants from December 1, 2023, to December 31, 2023, for \$1,324,048.35.

Roll Call

Mayor Nefulda
Mayor Pro Tem Hasselbrink
Council Member Doby
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 Special and Regular Meeting Minutes of December 18, 2023.

B. City Council Travel Policy (Administration)

This item updates the Travel Policy specific to City Council and Appointed Officials.

Recommendation: Adopt Revised Administrative Regulation 6.2 - City Council Travel Policy.

C. Personnel Policies and Procedures Manual Update (Administration)

This report seeks approval to update the Personnel Policies and Procedures Manual ("Manual") to comply with current law, clarify and streamline the language, and make the Manual consistent with City practices.

Recommendation: Adopt Resolution No.2024-01, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, REVISING THE CITY'S PERSONNEL POLICIES AND PROCEDURES MANUAL AND REPEALING RESOLUTION NO. 2015-33".

D. 2024 Budget Calendar (Finance)

This report seeks to establish the 2024 budget calendar.

Recommendation: Approve the recommended budget calendar for 2024.

E. Annual Comprehensive Financial Report (ACFR) Fiscal Year 2021-22 (Finance)

For the City Council to receive and file the fiscal year 2021-2022 audit reports.

Recommendation: Receive and file the annual audit reports for fiscal year 2021-2022, including the Annual Comprehensive Financial Report (ACFR), and award of Financial Reporting Achievement issued by the Government Finance Officers Association of the United States (GFOA).

F. Award of Plans and Specifications for the Bloomfield Neighborhood Street Rehabilitation Project (CIP No. 22/23-06) (Development Services)

This item recommends the award of a bid to begin the Bloomfield Neighborhood Street Rehabilitation Project (CIP No. 22/23-06). The City of Los Alamitos proposes to overlay a portion of Bloomfield Street from Katella Avenue to Florista Street. The total project cost is \$330,000.

Recommendation:

1. Award construction for the Bloomfield Neighborhood Street Rehabilitation Project (CIP No. 22/23-06) for \$207,000.00 to Hardy & Harper, Inc.; and,
2. Authorize the Mayor to execute the contract with Hardy & Harper, Inc. for the Bloomfield Neighborhood Street Rehabilitation Project (CIP No. 22/23-06); and,

3. Authorize the City Engineer to add work and execute change orders in an amount not to exceed the contingency reserve of 10% or \$20,700.00.

G. Orange County Transportation Authority (OCTA) Project V: Community-Based Transit/Circulator Application Resolution (Development Services)

This item recommends the adoption of a Resolution authorizing Staff to submit the Fiscal Year 2024/2025 project application with the Orange County Transportation Authority (OCTA).

Recommendation: Adopt Resolution No. 2024-02, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA APPROVING THE CITY'S PARTICIPATION IN THE ORANGE COUNTY TRANSPORTATION AUTHORITY'S (OCTA) COMMUNITY-BASED TRANSIT/CIRCULATORS PROGRAM (PROJECT V UNDER MEASURE M2)".

11. COUNCIL ANNOUNCEMENTS

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

12. CLOSED SESSION

A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: 4370 Barquear Avenue, Los Alamitos, CA 90720

Agency Negotiator: Chet Simmons, City Manager

Negotiating Parties: Joint Forces Training Base and Los Alamitos Youth Baseball

Under Negotiation: Price and terms of payment

13. ADJOURNMENT

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



Windmera Quintanar, MMC, City
Clerk Dated: January 10, 2024

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: January 16, 2024

ITEM NUMBER: 9A

To: Mayor Jordan Nefulda & 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 December 1, 2023 to December 31, 2023.

RECOMMENDATION

Ratify the Warrants from December 1, 2023, to December 31, 2023, for \$1,324,048.35.

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 the availability of monies for payment thereof.

FISCAL IMPACT

The total of \$1,324,048.35 represents checks and electronic fund transfers for the period December 1, 2023, to December 31, 2023.

Attachment: 1. Warrants 01-16-24

CITY OF LOS ALAMITOS
A/P Warrants
January 16, 2024

To Ratify

Pages:

1-6	\$	252,168.44	Warrant	12/13/2023
7-13	\$	279,642.62	Warrant	12/20/2023
14	\$	10,222.09	December Retirees	12/01/2023
15	\$	234,367.52	Payroll	12/08/2023
16	\$	212,878.91	Benefits & Withholdings	12/08/2023
17	\$	218,896.97	Payroll	12/20/2023
18	\$	115,871.80	Benefits & Withholdings	12/20/2023
Grand Total	\$	<u>1,324,048.35</u>		

The attached Warrant Register containing checks and electronic funds transfers for the period from December 1, 2023 to December 31, 2023, is being presented for ratification by the City Council. The expenditures noted within this Warrant Register conform to the budget approved by the City Council. The Director of Finance certifies to the accuracy of the attached register and to the availability of monies for payment thereof.

Statement:

I hereby certify that the claims or demands covered by the forgoing listed warrants have been audited as to accuracy and availability of funds for payment thereof.

Certified by Craig Koehler, Finance Director

Craig Koehler
this 3th day of January, 2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
24/7 EVENT SERVICES, INC.	WINTER WONDERLAND SECURITY	GENERAL FUND	SPECIAL EVENTS	<u>2,280.50</u>
			TOTAL:	2,280.50
ADAMSON POLICE PRODUCTS	DOCKING SWAY PD 48-3	GARAGE FUND	GARAGE	<u>450.00</u>
			TOTAL:	450.00
ADLERHORST INTERNATIONAL LLC	K-9 AGITATOR COURSE	GENERAL FUND	PATROL	<u>700.00</u>
			TOTAL:	700.00
AGILE OCCUPATIONAL MEDICINE PC	PRE-EMPLOYMENT PHYSICAL (5	GENERAL FUND	NON-DEPARTMENTAL	310.00
	PRE-EMPLOYMENT TB TEST	GENERAL FUND	NON-DEPARTMENTAL	20.00
	PRE-EMPLOYMENT PHYSICAL (3	GENERAL FUND	NON-DEPARTMENTAL	190.00
	PRE-EMPLOYMENT (PD)	GENERAL FUND	NON-DEPARTMENTAL	475.00
	PRE-EMPLOYMENT PHYSICAL (3	GENERAL FUND	NON-DEPARTMENTAL	1,710.00
	PRE-EMPLOYMENT PHYSICAL	GENERAL FUND	NON-DEPARTMENTAL	90.00
	PRE-EMPLOYMENT PHYSICAL	GENERAL FUND	NON-DEPARTMENTAL	<u>70.00</u>
			TOTAL:	2,865.00
ALWAYS ADVANCING, LLC	RACE LOS AL MEDALS	GENERAL FUND	SPECIAL EVENTS	<u>5,745.00</u>
			TOTAL:	5,745.00
AON RISK CONSULTANTS, INC.	WORKERS COMP & LIABILITY S	GENERAL FUND	FINANCE	<u>8,500.00</u>
			TOTAL:	8,500.00
ARAMARK UNIFORM & CAREER APPAREL GROUP	PUBLIC WORKS UNIFORMS	GENERAL FUND	STREET MAINTENANCE	<u>301.49</u>
			TOTAL:	301.49
ARCHITAG LLP	LOCKER ROOM PD	GENERAL FUND	NON-DEPARTMENTAL	<u>8,000.00</u>
			TOTAL:	8,000.00
BASE HILL INC	JANITORIAL SERVICES 09/23	GENERAL FUND	BUILDING MAINTENANCE	5,809.99
	JANITORIAL SERVICES 10/23	GENERAL FUND	BUILDING MAINTENANCE	5,809.99
	JANITORIAL SERVICES 11/23	GENERAL FUND	BUILDING MAINTENANCE	<u>5,809.99</u>
			TOTAL:	17,429.97
BIG TOP RENTALS	EQUIPMENT RENTAL	GENERAL FUND	SPECIAL EVENTS	<u>5,456.03</u>
			TOTAL:	5,456.03
BRIGHTLIFE DESIGNS LLC	HOLIDAY DECOR CITYHA	GENERAL FUND	COMMUNITY DEVEL ADMIN	<u>3,735.00</u>
			TOTAL:	3,735.00
CALIFORNIA FORENSIC PHLEBOTOMY, INC.	1 BLOOD DRAWS 11/2023	GENERAL FUND	PATROL	<u>147.00</u>
			TOTAL:	147.00
CARRI FOX	LINE DROP IN 10/18/23	GENERAL FUND	SPECIAL CLASSES	21.00
	LINE DANCE DROP IN 10/25/2	GENERAL FUND	SPECIAL CLASSES	21.00
	LINE DANCE DROP IN 11/1/23	GENERAL FUND	SPECIAL CLASSES	37.80
	LINE DANCE DROP IN 11/08/2	GENERAL FUND	SPECIAL CLASSES	29.40
	LINE DANCE DROP IN 11/15/2	GENERAL FUND	SPECIAL CLASSES	<u>37.80</u>
			TOTAL:	147.00
CHELSEI WILSON	CHELSEI WILSON COMPUTER LOA	GENERAL FUND	NON-DEPARTMENTAL	<u>938.23</u>
			TOTAL:	938.23
CHERYL J. SCHNITZER	BEG/INT LINE DANCE 11/06/2	GENERAL FUND	SPECIAL CLASSES	9.75
	BEG.INT LINE DANCE 11/13/2	GENERAL FUND	SPECIAL CLASSES	9.75

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	LINE DANCE BEG/INT	GENERAL FUND	SPECIAL CLASSES	<u>1,082.90</u>
			TOTAL:	1,102.40
CINTAS CORPORATION NO. 2	11/2023 FIRST AID REFILL	GENERAL FUND	BUILDING MAINTENANCE	<u>1,868.20</u>
			TOTAL:	1,868.20
COUNTY OF ORANGE TREASURER-TAX	OCATS CIRCUIT & SUPPORT NO	GENERAL FUND	COMMUNICATIONS TECHNOL	<u>1,273.33</u>
			TOTAL:	1,273.33
CROSSTOWN ELECTRICAL & DATA, INC.	10/2023 KATELLA & KAYLOR	GENERAL FUND	STREET MAINTENANCE	222.00
	10/2023 CERRITOS & BLOOM	GENERAL FUND	STREET MAINTENANCE	<u>125.51</u>
			TOTAL:	347.51
DARSHINI AITHAL	WATERCOLOR PAINTING	GENERAL FUND	SPECIAL CLASSES	391.95
	WATERCOLOR PAINTING	GENERAL FUND	SPECIAL CLASSES	<u>247.00</u>
			TOTAL:	638.95
DATA TICKET, INC.	OCTOBER 2023 MONTHLY CHARG	GENERAL FUND	TRAFFIC	<u>523.99</u>
			TOTAL:	523.99
DIANA C. PEREZ	LEARN AND GROW PLAYGROUP	GENERAL FUND	SPECIAL CLASSES	481.00
	SHAPING IT UP W/ ABC AND 1	GENERAL FUND	SPECIAL CLASSES	<u>328.25</u>
			TOTAL:	809.25
DONNOE & ASSOCIATES INC	'23 POLICE CORP. PROMOTION	GENERAL FUND	POLICE ADMINISTRATION	<u>355.00</u>
			TOTAL:	355.00
DOOLEY ENTERPRISES, INC.	AMMO PURCHASE	GENERAL FUND	PATROL	<u>4,522.27</u>
			TOTAL:	4,522.27
ECOFERT, INC.	LANDSCAPE MAINTENANCE CITY	GENERAL FUND	PARK MAINTENANCE	<u>630.00</u>
			TOTAL:	630.00
ENTERPRISE FM TRUST	11/2023 MONTHLY VEHICLE LE	GARAGE FUND	GARAGE	<u>8,849.85</u>
			TOTAL:	8,849.85
FIELD TIME TARGET AND TRAINING	RANGE RENTAL 11/21/2023	GENERAL FUND	PATROL	<u>250.00</u>
			TOTAL:	250.00
GALLS / QUARTERMASTER	ACOSTA POLO SHIRT	GENERAL FUND	POLICE ADMINISTRATION	67.91
	JACKET FOR LIZET SALINAS	GENERAL FUND	EMERGENCY PREPAREDNESS	<u>69.75</u>
			TOTAL:	137.66
GANAHL LUMBER COMPANY	BLUE TAPE, SHOVEL, GLOVES	GENERAL FUND	STREET MAINTENANCE	322.22
	BATTERY CHARGER	GENERAL FUND	STREET MAINTENANCE	116.89
	LANDSCAPE MAINTENANCE LAUR	GENERAL FUND	PARK MAINTENANCE	71.53
	SCRAPER BLADES	GENERAL FUND	BUILDING MAINTENANCE	155.31
	BLDG MAINTENANCE MUSEUM	GENERAL FUND	BUILDING MAINTENANCE	624.86
	BLDG MAINTENANCE RESTROOM	GENERAL FUND	BUILDING MAINTENANCE	71.00
	LIGHT BULBS FOR COMMUNITY	GENERAL FUND	BUILDING MAINTENANCE	37.12
	DOOR PLATE SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	4.14
	SCRAPER BLADES	GENERAL FUND	BUILDING MAINTENANCE	<u>16.70</u>
			TOTAL:	1,419.77
GEORGE HILLS COMPANY, INC.	SERVICE FLAT FEE	GENERAL FUND	ADMINISTRATION	<u>1,291.67</u>
			TOTAL:	1,291.67

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
GOVERNMENTJOBS.COM	GOVERNMENTJOBS SUBSCRIPTION	GENERAL FUND	ADMINISTRATION	<u>900.00</u>
			TOTAL:	900.00
HI-WAY SAFETY, INC.	EVENT SIGNAGE FOR NO PARKI	GENERAL FUND	STREET MAINTENANCE	597.47
	TRUCK LIGHT BULBS	GARAGE FUND	GARAGE	213.35
	MESSAGE BOARDS 2	GARAGE FUND	GARAGE	31,156.37
	LIGHTS FOR FORD EXPLORER A	GARAGE FUND	GARAGE	<u>883.26</u>
			TOTAL:	32,850.45
INTEGRITY NEWSPAPER INC.	PUBLIC HEARING 12/11/23 AL	GENERAL FUND	ADMINISTRATION	220.00
	INTRODUCTION ORD 2023-05	GENERAL FUND	ADMINISTRATION	370.00
	ADOPTED ORD 2023-04	GENERAL FUND	ADMINISTRATION	230.00
	135931 PUBLIC NOTICE	GENERAL FUND	PLANNING	<u>320.00</u>
			TOTAL:	1,140.00
J'S AUTO BODY INC	PD DURANGO HOOD RHINO LINI	GARAGE FUND	GARAGE	<u>400.00</u>
			TOTAL:	400.00
JARED E. LLOYD	HCE DROP IN 10/15/23	GENERAL FUND	SPORTS	16.00
	HCE DROP IN 10/17/23	GENERAL FUND	SPORTS	320.00
	HCE DROP IN 10/22/23	GENERAL FUND	SPORTS	32.00
	HCE DROP IN 10/19/23	GENERAL FUND	SPORTS	272.00
	HCE DROP IN 10/26/23	GENERAL FUND	SPORTS	256.00
	HCE DROP IN 10/29/23	GENERAL FUND	SPORTS	16.00
	HCE DROP IN 11/05/23	GENERAL FUND	SPORTS	64.00
	HCE DROP IN 11/02/23	GENERAL FUND	SPORTS	192.00
	HCE DROP IN 11/07/23	GENERAL FUND	SPORTS	192.00
	HCE DROP IN 11/12/23	GENERAL FUND	SPORTS	16.00
	HCE DROP IN 11/14/23	GENERAL FUND	SPORTS	224.00
	HCE DROP IN 11/16/23	GENERAL FUND	SPORTS	144.00
	HCE DROP IN 11/21/23	GENERAL FUND	SPORTS	96.00
	HCE DROP IN 11/19/23	GENERAL FUND	SPORTS	48.00
	HCE BALL HANDLING AND SHOO	GENERAL FUND	SPORTS	328.00
	HCE TRIPLE BUNDLE	GENERAL FUND	SPORTS	232.00
	HCE ATTACK SERIES	GENERAL FUND	SPORTS	812.00
	HCE BALLHANDLING	GENERAL FUND	SPORTS	208.00
	HCE TRAVEL BALL	GENERAL FUND	SPORTS	3,719.20
	HACE DROP IN 10/24/23	GENERAL FUND	SPORTS	<u>272.00</u>
			TOTAL:	7,459.20
KADA CONSULTING LLC	WINTER WONDERLAND BEVERAGE	GENERAL FUND	SPECIAL EVENTS	<u>600.00</u>
			TOTAL:	600.00
KIMBERLY ESMOND	PRINCESS BALLET	GENERAL FUND	SPECIAL CLASSES	700.05
	HIP HOP	GENERAL FUND	SPECIAL CLASSES	324.35
	ALL IN ONE DANCE	GENERAL FUND	SPECIAL CLASSES	372.45
	POP STAR HIP HOP	GENERAL FUND	SPECIAL CLASSES	<u>157.30</u>
			TOTAL:	1,554.15
LOS ALAMITOS AREA CHAMBER OF COMMERCE	MUPRHY LOS AL CHAMBER BREA	GENERAL FUND	CITY COUNCIL	30.00
	ACOSTA LOS AL CHAMBER BREA	GENERAL FUND	POLICE ADMINISTRATION	<u>30.00</u>
			TOTAL:	60.00
LOS ALAMITOS LOCK SERVICE	COMMUNITY CENTER KEYS	GENERAL FUND	BUILDING MAINTENANCE	81.94
	COMMUNITY CENTER KEYS (2)	GENERAL FUND	BUILDING MAINTENANCE	<u>32.78</u>
			TOTAL:	114.72

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT	
MANHATTAN STITCHING COMPANY, INC.	SPECIAL EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	895.82	
			TOTAL:	895.82	
MCLEAN ENTERPRISES, INC.	RETRACTABLE BANNER	GENERAL FUND	PATROL	213.89	
	PARKING SURVEY & DOOR HANG	GENERAL FUND	COMMUNITY DEVEL ADMIN	861.76	
	RETRACTABLE BANNERS GOOD E	GENERAL FUND	COMMUNITY DEVEL ADMIN	2,352.81	
	MY CITY, MY CITY AL METAL	GENERAL FUND	COMMUNITY DEVEL ADMIN	365.99	
	GOOD EVENING LOS AL POSTER	GENERAL FUND	COMMUNITY DEVEL ADMIN	254.91	
	POSTCARDS PERMIT PARK & ST	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,746.11	
	HOLIDAY POLE BANNERS	GENERAL FUND	COMMUNITY DEVEL ADMIN	2,185.00	
	FACILITY CONSTRUCTIO SIGNS	GENERAL FUND	RECREATION ADMINISTRAT	78.66	
	WINTER WONDERLAND BANNER	GENERAL FUND	SPECIAL EVENTS	1,134.02	
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	SPECIAL EVENTS	1,448.66	
	GOOD EVENING LOS AL SUPPLI	GENERAL FUND	SPECIAL EVENTS	641.67	
	GOOD EVENING LOS AL SUPPLI	GENERAL FUND	SPECIAL EVENTS	213.89	
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	SPECIAL EVENTS	844.50	
	TOY DRIVE SPECIAL EVENT SU	GENERAL FUND	SPECIAL EVENTS	140.93	
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	SPECIAL EVENTS	273.30	
	REC ON THE GO SUPPLIES	GENERAL FUND	SPECIAL EVENTS	78.66	
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	SPECIAL EVENTS	235.98	
			TOTAL:	13,070.74	
MICHALE T RICHARDS	PINESTREATS REIMBURSEMENT	AMERICAN RESCUE PL	NON - DEPARTMENTAL	2,877.29	
			TOTAL:	2,877.29	
MISC. VENDOR	CHRIS LEVEQUE	CHRIS LEVEQUE:REFUND	GENERAL FUND	NON-DEPARTMENTAL	404.00
	EMILY HIBARD	EMILY HIBARD:MILEAGE REIMB	GENERAL FUND	CITY COUNCIL	29.40
	EMILY HIBARD	EMILY HIBARD:MILEAGE RIEMB	GENERAL FUND	CITY COUNCIL	17.55
	EMILY HIBARD	EMILY HIBARD:MILEAGE REIMB	GENERAL FUND	CITY COUNCIL	23.58
	KAIN GALLAUGHER	KAIN GALLAUGHER:TRAVEL REI	GENERAL FUND	POLICE ADMINISTRATION	387.57
			TOTAL:	862.10	
NANCY K. BOHL INCORPORATED	CONTRACT SERVICES 11/2023	GENERAL FUND	POLICE ADMINISTRATION	1,100.00	
			TOTAL:	1,100.00	
NEWPORT EXTERMINATING	EXTERIOR TREATED GENERAL P	GENERAL FUND	BUILDING MAINTENANCE	175.00	
	RODENT CTRL 15 BAIT STATIO	GENERAL FUND	BUILDING MAINTENANCE	60.00	
	RODENT CTRL 20 BAIT STATIO	GENERAL FUND	BUILDING MAINTENANCE	60.00	
			TOTAL:	295.00	
PACIFIC SECURED EQUITIES, INC.	ADMIN FLATE FEE 12/2023	GENERAL FUND	ADMINISTRATION	1,181.95	
			TOTAL:	1,181.95	
PRINTMASTERS	23/24 BUDGET BOOKS (20)	GENERAL FUND	FINANCE	546.25	
			TOTAL:	546.25	
PTS PROVIDERS INC	PAYPHONE SERVICES 12/2023	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	43.00	
			TOTAL:	43.00	
REDFLEX TRAFFIC SYSTEMS, INC.	RED LIGHT CAMERAS 11/2023	GENERAL FUND	TRAFFIC	10,887.54	
			TOTAL:	10,887.54	
SANBON PRO APPAREL	PUBLIC WORKS 2023 WINTER P	GENERAL FUND	STREET MAINTENANCE	86.20	
			TOTAL:	86.20	
SHAWN WALTOWER - GUAVA GROOVE	KULA A'O UKELELE HOKULANI	GENERAL FUND	SPECIAL CLASSES	1,025.05	

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	<u>1,025.05</u>
SITEONE LANDSCAPE SUPPLY HOLDING, LLC	LANDSCAPE GOPHER TOP SOIL	GENERAL FUND	PARK MAINTENANCE	<u>59.46</u>
			TOTAL:	59.46
SOUTHERN CAL ASSOC. OF GOVERNMENTS	MEMBERSHIP DUES FY23-24	GENERAL FUND	ADMINISTRATION	<u>1,616.00</u>
			TOTAL:	1,616.00
SPECTRUM ENTERPRISE	SPECTRUM ENTERPRISE INTERN	GENERAL FUND	ADMINISTRATION	<u>1,734.00</u>
			TOTAL:	1,734.00
STATE WATER RESOURCES CONTROL BOARD	ANNUAL PERMIT FEE FY23/24	GENERAL FUND	NPDES	<u>10,602.00</u>
			TOTAL:	10,602.00
SUSAN SAXE-CLIFFORD, PH.D.	PSYCHOLOGICAL EVAL REENTERI	GENERAL FUND	NON-DEPARTMENTAL	450.00
	PSYCHOLOGICAL EVALUATION	GENERAL FUND	NON-DEPARTMENTAL	<u>900.00</u>
			TOTAL:	1,350.00
SUZANNE ROADY-ROSS	T'AI CHI CHIH BEG/INTER	GENERAL FUND	SPECIAL CLASSES	<u>243.75</u>
			TOTAL:	243.75
THE CONVERSE PROFESSIONAL GROUP	PROFESSIONAL SERVICES 08-1	GENERAL FUND	BUILDING MAINTENANCE	3,862.78
	PROFESSIONAL SERVICES 08-1	GENERAL FUND	BUILDING MAINTENANCE	<u>3,825.30</u>
			TOTAL:	7,688.08
ULINE, INC.	SAFETY SUPPLIES JACKETS	GENERAL FUND	STREET MAINTENANCE	480.98
	PARK REHAB SUPPLIES	GENERAL FUND	PARK MAINTENANCE	<u>1,559.93</u>
			TOTAL:	2,040.91
VERIZON WIRELESS	MDC 1-8	GENERAL FUND	PATROL	306.08
	PD JETPACKS 1-2	GENERAL FUND	PATROL	76.02
	20 OFFICERS CELLPHONE	GENERAL FUND	PATROL	835.20
	3 MOBILE READERS	GENERAL FUND	PATROL	124.53
	2 POLICE 4GLTE SIM	GENERAL FUND	PATROL	90.04
	CHIEF OF POLICE PHONE	GENERAL FUND	PATROL	41.51
	3 TRIAL MDCS	GENERAL FUND	PATROL	131.66
	4 OFFICERS CELLPHONE	GENERAL FUND	INVESTIGATION	166.04
	CLO PHONE	GENERAL FUND	COMMUNITY OUTREACH	41.51
	EMERGENCY PREP	GENERAL FUND	EMERGENCY PREPAREDNESS	166.04
	2 CITY PHONES	GENERAL FUND	COMMUNITY DEVEL ADMIN	103.26
	ADMINISTRATION	GENERAL FUND	COMMUNITY DEVEL ADMIN	306.62
	COMM DEVELOPMENT	GENERAL FUND	NEIGHBORHOOD PRESERVAT	155.86
	PUBLIC WORKS	GENERAL FUND	STREET MAINTENANCE	<u>331.68</u>
			TOTAL:	2,876.05
WAXIE'S ENTERPRISES INC.	BUILDING SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	<u>5,938.72</u>
			TOTAL:	5,938.72
WEST PUBLISHING CORPORATION	ONLINE/SOFTWARE SUB 11/202	GENERAL FUND	INVESTIGATION	<u>335.20</u>
			TOTAL:	335.20
WILLDAN ENGINEERING	INTERIM PW MANAGER	GENERAL FUND	CITY ENGINEER	<u>23,850.00</u>
			TOTAL:	23,850.00
WOODRUFF & SMART, APC	GENERAL ADVISORY 10/2023	GENERAL FUND	CITY ATTORNEY	24,077.04
	LITIGATION SERVICES 10/202	GENERAL FUND	CITY ATTORNEY	7,573.70

<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>FUND</u>	<u>DEPARTMENT</u>	<u>AMOUNT</u>
	GENERAL ADVISORY 10/2023	GENERAL FUND	CITY ATTORNEY	295.00
	PROSECUTION SERVICES 10/20	GENERAL FUND	CITY ATTORNEY	<u>3,224.00</u>
			TOTAL:	35,169.74

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

10	GENERAL FUND	207,295.32
50	GARAGE FUND	41,952.83
53	TECHNOLOGY REPLACEMENT	43.00
56	AMERICAN RESCUE PLAN ACT	2,877.29

GRAND TOTAL:	252,168.44
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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
KONICA MINOLTA PREMIER	COPIER LEASE 12/20-01/19/2	GENERAL FUND	FINANCE	576.46
	COPIER MAINT 12/20-01/19/2	GENERAL FUND	FINANCE	<u>472.00</u>
			TOTAL:	1,048.46
LAURA COLE	TRANSPARENCY ADVISING 12/2	GENERAL FUND	NON-DEPARTMENTAL	<u>3,000.00</u>
			TOTAL:	3,000.00
LOS ALAMITOS SENIOR CLUB	REIMBURSE ALLIANT INSURANC	GENERAL FUND	ADMINISTRATION	<u>1,720.53</u>
			TOTAL:	1,720.53
MANHATTAN STITCHING COMPANY, INC.	COMMDEV POLO & BOMBER JACK	GENERAL FUND	COMMUNITY DEVEL ADMIN	<u>908.18</u>
			TOTAL:	908.18
MCLEAN ENTERPRISES, INC.	POLICE DEPT METAL SIGN	GENERAL FUND	COMMUNITY DEVEL ADMIN	191.19
	RESIDENTIAL PARKING SURVEY	GENERAL FUND	COMMUNITY DEVEL ADMIN	888.89
	RESIDENTIAL PARKING SURVEY	GENERAL FUND	COMMUNITY DEVEL ADMIN	857.22
	RESIDENTIAL FLYERS & MAP	GENERAL FUND	COMMUNITY DEVEL ADMIN	133.22
	COMMUNITY WORKSHOP POSTERS	GENERAL FUND	COMMUNITY DEVEL ADMIN	<u>132.13</u>
			TOTAL:	2,202.65
MICHAEL BALLIET CONSULTING, LLC	CONSULTING JUL-SEP 2023	GENERAL FUND	NON-DEPARTMENTAL	<u>4,031.25</u>
			TOTAL:	4,031.25
MICHELLE LOY	60 MIN LUNCH AND LEARN PRE	GENERAL FUND	ADMINISTRATION	<u>275.00</u>
			TOTAL:	275.00
MV CHENG ASSOCIATES, INC.	INTERIM HR DIRECTOR 11/202	GENERAL FUND	ADMINISTRATION	540.00
	INTERIM FINANCE MANAGER 11	GENERAL FUND	FINANCE	<u>12,777.50</u>
			TOTAL:	13,317.50
ORKIN SERVICES OF CALIFORNIA, INC.	PEST CONTROL NOV 2023	GENERAL FUND	BUILDING MAINTENANCE	<u>120.00</u>
			TOTAL:	120.00
PENINSULA SEPTIC SERVICE, INC.	PUMP SEPTIC TANK LITTLE CO	GENERAL FUND	PARK MAINTENANCE	<u>580.00</u>
			TOTAL:	580.00
RODNEY MARK VAN BEEK DBA SOUND CONNECT	WINTER WONDERLAND STAGE &	GENERAL FUND	SPECIAL EVENTS	<u>4,650.00</u>
			TOTAL:	4,650.00
ROGERS, ANDERSON, MALODY & SCOTT, LLP	AUDIT FY22/23	GENERAL FUND	FINANCE	<u>6,700.00</u>
			TOTAL:	6,700.00
SELECTSPACE PARTITIONS	SUPPLIES LIGHT BULBS	GENERAL FUND	BUILDING MAINTENANCE	545.22
	LIGHT BULBS PARKING LIGHTS	GENERAL FUND	BUILDING MAINTENANCE	<u>232.74</u>
			TOTAL:	777.96
SHAWN WALTOWER - GUAVA GROOVE	KULA UKELELE CLEAN UP PAYM	GENERAL FUND	SPECIAL CLASSES	<u>53.95</u>
			TOTAL:	53.95
SPECTRUM ENTERPRISE	ENTERPRISE VOICE	GENERAL FUND	ADMINISTRATION	<u>489.13</u>
			TOTAL:	489.13
THE FAMILY PLUMBER	COMMUNITY CENTER WATER HEA	GENERAL FUND	BUILDING MAINTENANCE	<u>2,417.00</u>
			TOTAL:	2,417.00
TOWNSEND PUBLIC AFFAIRS, INC.	CONSULTING SERVICES 12/23	GENERAL FUND	ADMINISTRATION	4,000.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	4,000.00
U.S. BANK	DRONE REGISTRATION	GENERAL FUND	NON-DEPARTMENTAL	5.00
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	15.96
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	88.28
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	81.84
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	19.98
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	187.12
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	62.45
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	26.04
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	235.78
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	125.00
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	113.00
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	39.79
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	33.07
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	31.99
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	11.97
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	43.23
	VOLUNTEER LUNCHEON	GENERAL FUND	NON-DEPARTMENTAL	208.55
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	125.00
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	32.56
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	75.55
	DRONE SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	196.63
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	103.31
	REPLACE CHRISTMAS DECOR	GENERAL FUND	NON-DEPARTMENTAL	51.30
	REPLACE CHRISTMAS DECOR	GENERAL FUND	NON-DEPARTMENTAL	23.17
	REPLACE CHRISTMAS DECOR	GENERAL FUND	NON-DEPARTMENTAL	51.85
	REPLACE CHRISTMAS DECOR	GENERAL FUND	NON-DEPARTMENTAL	990.91
	REPLACE CHRISTMAS DECOR	GENERAL FUND	NON-DEPARTMENTAL	109.75
	REPLACE CHRISTMAS DECOR	GENERAL FUND	NON-DEPARTMENTAL	169.00
	STORAGE CONTAINERS	GENERAL FUND	NON-DEPARTMENTAL	832.96
	REPLACEMENT CHRISTMAS TREE	GENERAL FUND	NON-DEPARTMENTAL	2,626.55
	COUNCIL 11/2023 OCREGISTER	GENERAL FUND	CITY COUNCIL	18.00
	COUNCIL MEAL 10/23/2023	GENERAL FUND	CITY COUNCIL	186.55
	HIBARD WEBINAR NEW LAWS TR	GENERAL FUND	CITY COUNCIL	25.00
	COUNCIL 12/2023 OCREGISTER	GENERAL FUND	CITY COUNCIL	18.00
	MURPHY JFTB FUNDAY EVENT	GENERAL FUND	CITY COUNCIL	65.00
	COUNCIL SPECIAL MTG MEAL 1	GENERAL FUND	CITY COUNCIL	163.03
	DOBY MURPHY HIBARD RED CAR	GENERAL FUND	CITY COUNCIL	225.00
	DOBY JFTB SUNDAY FUNDAY EV	GENERAL FUND	CITY COUNCIL	130.00
	COUNCIL DRINKS STOCK UP	GENERAL FUND	CITY COUNCIL	29.19
	COUNCIL SPECIAL MTG MEAL 1	GENERAL FUND	CITY COUNCIL	193.42
	MONTHLY SUB ILLUSTRATOR &	GENERAL FUND	ADMINISTRATION	59.98
	WELLNESS PROGRAM LUNCH BAG	GENERAL FUND	ADMINISTRATION	1,010.09
	OC REGISTER MONTHLY SUB	GENERAL FUND	ADMINISTRATION	26.00
	GRANFLOR CMC CERTIFICATION	GENERAL FUND	ADMINISTRATION	50.00
	GRANFLOR WEBINAR TRAINING	GENERAL FUND	ADMINISTRATION	60.00
	GRANFLOR WEBINAR TRAINING	GENERAL FUND	ADMINISTRATION	60.00
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	32.31
	GRANFLOR ONLINE ANTHENIAN	GENERAL FUND	ADMINISTRATION	100.00
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	17.29
	GRANFLOR ONLINE ANTHENIAN	GENERAL FUND	ADMINISTRATION	65.00
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	17.07
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	31.24
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	40.40
	QUINTANAR CREDIT DOCUSIGN	GENERAL FUND	ADMINISTRATION	98.36-

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	189.34
	SUPPLIES IPAD CASE & FOLDE	GENERAL FUND	ADMINISTRATION	374.82
	CHAMBERS LUNCHEON FEE	GENERAL FUND	ADMINISTRATION	25.00
	WELLNESS PROGRAM LUNCH BAG	GENERAL FUND	ADMINISTRATION	500.00
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	27.17
	QUINTANAR WEBINAR NEW LAWS	GENERAL FUND	ADMINISTRATION	25.00
	STRATEGY LUNCH MEETING	GENERAL FUND	ADMINISTRATION	116.01
	SUPPLIES	GENERAL FUND	ADMINISTRATION	323.24
	LUNCH FOR FINANCE MGR PANE	GENERAL FUND	FINANCE	62.13
	ANNUAL DUES	GENERAL FUND	FINANCE	135.00
	SUPPLIES	GENERAL FUND	FINANCE	23.16
	TAX WEBINAR	GENERAL FUND	FINANCE	575.00
	SUPPLIES	GENERAL FUND	FINANCE	97.08
	SUPPLIES	GENERAL FUND	FINANCE	76.00
	SUPPLIES	GENERAL FUND	FINANCE	29.83
	STAFF TRAINING COURSE	GENERAL FUND	FINANCE	260.00
	OFFICE SUPPLIES IT	GENERAL FUND	POLICE ADMINISTRATION	17.63
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	49.06
	GROCERY PROMO CEREMONY	GENERAL FUND	POLICE ADMINISTRATION	11.38
	PROMOTIONAL CEREMONY SUPPL	GENERAL FUND	POLICE ADMINISTRATION	46.57
	REFUND LOGO	GENERAL FUND	POLICE ADMINISTRATION	28.00-
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	56.09
	PROMOTIONAL CEREMONY SUPPL	GENERAL FUND	POLICE ADMINISTRATION	16.51
	PROMOTIONAL CEREMONY SUPPL	GENERAL FUND	POLICE ADMINISTRATION	32.46
	PROMOTIONAL CEREMONY SUPPL	GENERAL FUND	POLICE ADMINISTRATION	16.54
	PROMOTIONAL CEREMONY SUPPL	GENERAL FUND	POLICE ADMINISTRATION	26.80
	PROMOTIONAL CEREMONY SUPPL	GENERAL FUND	POLICE ADMINISTRATION	9.99
	KITCHEN SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	23.89
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	16.04
	FTO COURSE	GENERAL FUND	PATROL	130.00
	OIS TRAINING	GENERAL FUND	PATROL	249.00
	PAS OPERATION & CALIBRATIO	GENERAL FUND	PATROL	318.00
	IA SEMINAR	GENERAL FUND	PATROL	794.00
	IA SEMINAR PROCESSING FEE	GENERAL FUND	PATROL	21.04
	K9 KENNEL SIGN	GENERAL FUND	PATROL	20.50
	K9 UNIFORM	GENERAL FUND	PATROL	99.00
	OFFICE SUPPLIES	GENERAL FUND	PATROL	27.45
	K9 UNIFORM	GENERAL FUND	PATROL	581.01
	KITCHEN SUPPLIES	GENERAL FUND	PATROL	284.22
	OFFICE SUPPLIES	GENERAL FUND	PATROL	16.20
	K9 UNIFORM	GENERAL FUND	PATROL	679.10
	K9 ASSOCIATION MEMBERSHIP F	GENERAL FUND	PATROL	45.00
	K9 ASSOCIATION MEMBERSHIP	GENERAL FUND	PATROL	45.00
	REFUND	GENERAL FUND	PATROL	581.01-
	TRAINING COURSE	GENERAL FUND	PATROL	175.00
	TRAINING COURSE	GENERAL FUND	PATROL	30.00
	K9 KENNEL SUPPLIES	GENERAL FUND	PATROL	40.99
	K9 SUPPLIES	GENERAL FUND	PATROL	388.92
	K9 FOOD	GENERAL FUND	PATROL	76.39
	KITCHEN SUPPLIES	GENERAL FUND	PATROL	385.94
	CAR WASH	GENERAL FUND	PATROL	243.20
	KITCHEN SUPPLIES	GENERAL FUND	PATROL	38.04
	POLICE RECRUIT ACADEMNY BO	GENERAL FUND	PATROL	890.00
	MONTHLY SUBSCRIPTION	GENERAL FUND	INVESTIGATION	100.00
	DETECTIVE SUPPLIES	GENERAL FUND	INVESTIGATION	82.96
	RECORDS CLERK COURSE	GENERAL FUND	RECORDS	540.75

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	RECORD SUPPLIES	GENERAL FUND	RECORDS	39.82
	P&F SUPPLIES	GENERAL FUND	RECORDS	32.50
	P&F SUPPLIES	GENERAL FUND	RECORDS	47.02
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	19.22
	MONTHLY SUBSCRIPTION	GENERAL FUND	RECORDS	8.70
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	30.25
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	32.76
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	40.59
	DOLLAR TREE COMMUNITY EVEN	GENERAL FUND	COMMUNITY OUTREACH	18.29
	SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	49.01
	OFFICE SUPPLIES	GENERAL FUND	TRAFFIC	91.74
	DESK CALENDAR PUBLIC WORKS	GENERAL FUND	COMMUNITY DEVEL ADMIN	29.17
	IPHONE ICLOUD STORAGE	GENERAL FUND	COMMUNITY DEVEL ADMIN	2.99
	ELISHA BOOTHE CHAMBER LUNC	GENERAL FUND	COMMUNITY DEVEL ADMIN	25.00
	SOCIAL MEDIA SUPP/GHOST VI	GENERAL FUND	COMMUNITY DEVEL ADMIN	20.76
	SOCIAL MEDIA SUPP/GHOST VI	GENERAL FUND	COMMUNITY DEVEL ADMIN	20.76
	SOCIAL MEDIA SUPP/GHOST VI	GENERAL FUND	COMMUNITY DEVEL ADMIN	20.76-
	STICKER SWAG	GENERAL FUND	COMMUNITY DEVEL ADMIN	135.47
	PARKING OVERFLOW GOOD EVEN	GENERAL FUND	COMMUNITY DEVEL ADMIN	15.04
	GOOD EVENING LOS AL SWAG	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,256.67
	ROSSMOOR LIVING AD	GENERAL FUND	COMMUNITY DEVEL ADMIN	825.00
	SOCIAL MEDIA GOOD EVENING	GENERAL FUND	COMMUNITY DEVEL ADMIN	18.00
	SOCIAL MEDIA ELF SMALL BUS	GENERAL FUND	COMMUNITY DEVEL ADMIN	16.16
	GOOD EVENING LOS AL DECOR	GENERAL FUND	COMMUNITY DEVEL ADMIN	13.78
	GOOD EVENING LOS AL FALL D	GENERAL FUND	COMMUNITY DEVEL ADMIN	72.83
	GOOD EVENING LOS AL DECOR	GENERAL FUND	COMMUNITY DEVEL ADMIN	95.88
	GOOD EVENING LOS AL SUPPLI	GENERAL FUND	COMMUNITY DEVEL ADMIN	30.13
	GOOD EVENING LOS AL DECOR	GENERAL FUND	COMMUNITY DEVEL ADMIN	38.66
	AWARD CEREMONY LOS AL BUCK	GENERAL FUND	COMMUNITY DEVEL ADMIN	225.00
	GOOD EVENING LOS AL DECOR	GENERAL FUND	COMMUNITY DEVEL ADMIN	57.14
	GOOD EVENING LOS AL FOOD	GENERAL FUND	COMMUNITY DEVEL ADMIN	66.17
	GOOD EVENING LOS AL FOOD	GENERAL FUND	COMMUNITY DEVEL ADMIN	99.98
	GOOD EVENING LOS AL DECOR	GENERAL FUND	COMMUNITY DEVEL ADMIN	45.19
	HOLIDAY DECOR CITY HALL FR	GENERAL FUND	COMMUNITY DEVEL ADMIN	99.16
	HOLIDAY DECOR CITY HALL FR	GENERAL FUND	COMMUNITY DEVEL ADMIN	953.52
	MEMBER REGISTRATION GOOD E	GENERAL FUND	COMMUNITY DEVEL ADMIN	29.00
	COUNCIL GOVT MILITARY LUNC	GENERAL FUND	COMMUNITY DEVEL ADMIN	45.08
	OCT 2023 YOUTUBE TV	GENERAL FUND	COMMUNITY DEVEL ADMIN	72.99
	LOS AL CHAMBER LUNCHEON NO	GENERAL FUND	COMMUNITY DEVEL ADMIN	30.00
	HOLIDAY ANNUAL SOCIAL DEPO	GENERAL FUND	COMMUNITY DEVEL ADMIN	756.13
	HOLIDAY TREE LOT TEAM LUNC	GENERAL FUND	COMMUNITY DEVEL ADMIN	72.26
	OCTOBER BIRTHDAY GATHERING	GENERAL FUND	COMMUNITY DEVEL ADMIN	34.87
	THANKSGIVING POTLUCK SUPPL	GENERAL FUND	COMMUNITY DEVEL ADMIN	23.43
	THANKSGIVING POTLUCK SUPPL	GENERAL FUND	COMMUNITY DEVEL ADMIN	32.30
	COMMDEV POLO SAMPLE	GENERAL FUND	COMMUNITY DEVEL ADMIN	42.78
	THANKSGIVING POTLUCK DECOR	GENERAL FUND	COMMUNITY DEVEL ADMIN	13.78
	GOOD EVENING LOS AL FOOD/S	GENERAL FUND	COMMUNITY DEVEL ADMIN	59.86
	THANKSGIVING POTLUCK SUPPL	GENERAL FUND	COMMUNITY DEVEL ADMIN	11.03
	THANKSGIVING POTLUCK DECOR	GENERAL FUND	COMMUNITY DEVEL ADMIN	13.78
	GOOD EVENING LOS AL BALLOO	GENERAL FUND	COMMUNITY DEVEL ADMIN	46.31
	GOOD EVENING LOS AL BALLOO	GENERAL FUND	COMMUNITY DEVEL ADMIN	9.26
	COMMDEV BIRTHDAY SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	18.74
	COMMDEV BIRTHDAY SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	16.43
	COMMDEV OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	17.47
	COMMDEV OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	440.87
	OFFICE NAME PLATE	GENERAL FUND	COMMUNITY DEVEL ADMIN	86.82

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	GOOD EVENING LOS AL SIGN	GENERAL FUND	COMMUNITY DEVEL ADMIN	195.93
	SWISS MISS RETURN	GENERAL FUND	COMMUNITY DEVEL ADMIN	9.69-
	COMMDEV/PW SNACK & DRINKS	GENERAL FUND	COMMUNITY DEVEL ADMIN	852.76
	COMMDEV SUPPLIES INFO BOOT	GENERAL FUND	COMMUNITY DEVEL ADMIN	156.10
	GOOD EVENING LOS AL DECOR	GENERAL FUND	COMMUNITY DEVEL ADMIN	40.40
	GOOD EVENING LOS AL DECOR	GENERAL FUND	COMMUNITY DEVEL ADMIN	19.65
	GOOD EVENING LOS AL DECOR	GENERAL FUND	COMMUNITY DEVEL ADMIN	34.95
	GOOD EVENING LOS AL LIGHTI	GENERAL FUND	COMMUNITY DEVEL ADMIN	141.99
	GOOD EVENING LOS AL WATER	GENERAL FUND	COMMUNITY DEVEL ADMIN	11.98
	GOOD EVENING LOS AL LIGHTI	GENERAL FUND	COMMUNITY DEVEL ADMIN	43.69
	COMM DEV RETURN	GENERAL FUND	COMMUNITY DEVEL ADMIN	98.30-
	CODE ENFORCEMENT SWAG	GENERAL FUND	NEIGHBORHOOD PRESERVAT	646.67
	PROFESSIONAL MEMBERSHIP DU	GENERAL FUND	NEIGHBORHOOD PRESERVAT	100.00
	CODE ENFORCEMENT TRAINING	GENERAL FUND	NEIGHBORHOOD PRESERVAT	500.00
	HOTEL RESERVATION TRAINING	GENERAL FUND	NEIGHBORHOOD PRESERVAT	615.64
	MEN'S POLO FOR PUBLIC WORK	GENERAL FUND	STREET MAINTENANCE	147.49
	HYDRO WATER PUMP	GENERAL FUND	STREET MAINTENANCE	1,258.55
	STREET MAIN SIGNS	GENERAL FUND	STREET MAINTENANCE	64.19
	STREET MAINT SUPPLIES	GENERAL FUND	STREET MAINTENANCE	126.65
	SUPPLIES LIGHTING NIGHT WO	GENERAL FUND	STREET MAINTENANCE	227.21
	SUPPLIES LIGHTING BATTERY	GENERAL FUND	STREET MAINTENANCE	180.38
	SAFETY BESTS & PANTS SUPPL	GENERAL FUND	STREET MAINTENANCE	71.78
	LAUREL PARK REPAIRS	GENERAL FUND	PARK MAINTENANCE	49.24
	POLICE DEPT TILE REPLACEME	GENERAL FUND	BUILDING MAINTENANCE	1,037.53
	POLICE DEPT BREAK ROOM AND	GENERAL FUND	BUILDING MAINTENANCE	125.99
	LIGHTING FOR COMM CENTER	GENERAL FUND	BUILDING MAINTENANCE	201.19
	DOOR MOUNT FOR WATERHOUSE	GENERAL FUND	BUILDING MAINTENANCE	574.66
	MONTHLY SUBSCRIPTION FEE	GENERAL FUND	RECREATION ADMINISTRAT	16.99
	RETURN OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	36.54-
	JOB POSTINGS	GENERAL FUND	RECREATION ADMINISTRAT	300.00
	JOB POSTINGS	GENERAL FUND	RECREATION ADMINISTRAT	75.00
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	279.22
	THANKSGIVING POTLUCK SUPPL	GENERAL FUND	RECREATION ADMINISTRAT	17.62
	RETURN OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	1.10
	EMPLOYEE OF THE QTR SUPPLI	GENERAL FUND	RECREATION ADMINISTRAT	29.09
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	90.00
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	10.21
	TRAVEL AND TRAINING CPRS	GENERAL FUND	RECREATION ADMINISTRAT	60.00
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	13.31
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	234.82
	CITY SOCIAL OFFICE SUPPLIE	GENERAL FUND	RECREATION ADMINISTRAT	16.96
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	49.15
	RECREATION BROCHURE SUPPLI	GENERAL FUND	RECREATION ADMINISTRAT	30.02
	CITY SOCIAL OFFICE SUPPLIE	GENERAL FUND	RECREATION ADMINISTRAT	21.54
	CITY SOCIAL OFFICE SUPPLIE	GENERAL FUND	RECREATION ADMINISTRAT	14.18
	CITY SOCIAL OFFICE SUPPLIE	GENERAL FUND	RECREATION ADMINISTRAT	63.63
	EMPLOYEE OF THE QTR OFFICE	GENERAL FUND	RECREATION ADMINISTRAT	16.16
	CITY SOCIAL OFFICE SUPPLIE	GENERAL FUND	RECREATION ADMINISTRAT	63.55
	REFUND OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	63.63-
	EMPLOYEE OF THE QTR SUPPLI	GENERAL FUND	RECREATION ADMINISTRAT	5.00
	JFTB TREE LIGHTING SUPPLIE	GENERAL FUND	RECREATION ADMINISTRAT	215.52
	TEAMS SPORTS SCHEDULING WE	GENERAL FUND	RECREATION ADMINISTRAT	1,179.00
	SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	275.63
	APPLE STORAGE SUBSCRIPTION	GENERAL FUND	RECREATION ADMINISTRAT	9.99
	HOMEBASE MEMBERSHIP	GENERAL FUND	RECREATION ADMINISTRAT	576.00
	CONSTANT CONTACT MEMBERSHI	GENERAL FUND	RECREATION ADMINISTRAT	189.10

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	LOS AL CHAMBER EVENT	GENERAL FUND	RECREATION ADMINISTRAT	30.00
	FALL DAY CAMP SNACKS	GENERAL FUND	DAY CAMP	77.45
	YOUTH SPORTS VB REF JERSEY	GENERAL FUND	SPORTS	28.34
	YOUTH VB SKILL CONTEST DEC	GENERAL FUND	SPORTS	112.91
	YOUTH SPORT VB REF JERSEYS	GENERAL FUND	SPORTS	28.34
	VOLLEYBALL TROPHIES	GENERAL FUND	SPORTS	386.50
	SKILLS CONTEST YOUTH VB	GENERAL FUND	SPORTS	79.71
	SKILLS CONTEST YOUTH VB	GENERAL FUND	SPORTS	136.46
	ADULT SOCCER FIRST AID SUP	GENERAL FUND	SPORTS	65.52
	ADULT SOCCER TROPHIES & ME	GENERAL FUND	SPORTS	239.74
	MAT SERVICE COMMUNITY CENT	GENERAL FUND	SPECIAL CLASSES	212.94
	TV EQUIPMENT FOR CLASSES	GENERAL FUND	SPECIAL CLASSES	24.02
	MAT SERVICE COMMUNITY CENT	GENERAL FUND	SPECIAL CLASSES	212.94
	MAT SERVICE COMMUNITY CENT	GENERAL FUND	SPECIAL CLASSES	106.47
	PRESCHOOL TRICK OR TREAT	GENERAL FUND	SPECIAL CLASSES	45.75
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	35.80
	WINTER WONDERLAND TRUSS DE	GENERAL FUND	SPECIAL EVENTS	132.48
	WINTER WONDERLAND TRUSS DE	GENERAL FUND	SPECIAL EVENTS	56.76
	WINTER WONDERLAND MEDIAN T	GENERAL FUND	SPECIAL EVENTS	31.58
	WINTER WONDERLAND WRAP PAP	GENERAL FUND	SPECIAL EVENTS	108.07
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	SPECIAL EVENTS	117.31
	WINTER WONDERLAND SANTA AR	GENERAL FUND	SPECIAL EVENTS	14.76
	TOY DRIVE STARTER TOY	GENERAL FUND	SPECIAL EVENTS	13.10
	TOY DRIVE STARTER TOY	GENERAL FUND	SPECIAL EVENTS	48.20
	WINTER WONDERLAND POLY SNO	GENERAL FUND	SPECIAL EVENTS	37.91
	GOING AWAY PARTY SUPPLIES	GENERAL FUND	SPECIAL EVENTS	79.96
	WINTER WONDERLAND BENCH	GENERAL FUND	SPECIAL EVENTS	1,111.05
	SERVE LOS AL CONTRACT RENE	GENERAL FUND	SPECIAL EVENTS	250.00
	JFTB TREE LIGHTING SUPPLIE	GENERAL FUND	SPECIAL EVENTS	53.31
	JFTB TREE LIGHTING SUPPLIE	GENERAL FUND	SPECIAL EVENTS	38.75
	CONCERT SHARE REGISTRATION	GENERAL FUND	SPECIAL EVENTS	30.00
	GOOD EVENING LOS AL BOOTH	GENERAL FUND	SPECIAL EVENTS	86.33
	GIFT CARDS HALLOWEEN CONTE	GENERAL FUND	SPECIAL EVENTS	646.96
	AWARDS FOR RACE LOS AL	GENERAL FUND	SPECIAL EVENTS	531.21
	WINTER WONDERLAND BALLOONS	GENERAL FUND	SPECIAL EVENTS	313.75
	WINTER WONDERLAND DECORATI	GENERAL FUND	SPECIAL EVENTS	156.83
	RACE LOSAL AGE DIVISION ME	GENERAL FUND	SPECIAL EVENTS	256.45
	HALLOWEEN DEC CONTEST CLEA	GENERAL FUND	SPECIAL EVENTS	16.00
	TRUNK OR TREAT PUMPKINS	GENERAL FUND	SPECIAL EVENTS	1,200.00
	SOCIAL MEDIA PHOTO PRIZE	GENERAL FUND	SPECIAL EVENTS	25.00
	LOVE OUR CITIES MEMBERSHIP	GENERAL FUND	SPECIAL EVENTS	750.00
	TRUNK OR TREAT PUMPKINS	GENERAL FUND	SPECIAL EVENTS	1,200.00
	PUBLIC WORKS TRUCK AUTO PA	GARAGE FUND	GARAGE	157.80
	SPEEDING SIGN REPAIR	GARAGE FUND	GARAGE	118.23
	ANNUAL SUBSCRIPTION WEBSIT	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	249.99
	AUTHORIZE.NET MONTH SUBSCR	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	10.00
	DOMAIN REGISTRATION MYLOSA	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	30.34
	CAMERA EQUIPMENT	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	304.81
	HDMI CABLE	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	323.24
			TOTAL:	45,913.35
UNDERGROUND SERVICE ALERT OF SO CAL	MONTHLY DATABASE DEC 2023	GENERAL FUND	STREET MAINTENANCE	41.50
			TOTAL:	41.50
WESTCOR ENVIRONMENTAL INC	COMMUNITY CENTER ASBESTOS/	GENERAL FUND	BUILDING MAINTENANCE	11,528.00
			TOTAL:	11,528.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
WILLDAN FINANCIAL SERVICES	COST RECOVERY STUDY	GENERAL FUND	ADMINISTRATION	<u>952.00</u>
			TOTAL:	952.00
WIRELESS TELEMATICS	LAUREL FIELD LIGHT FEES	GENERAL FUND	SPORTS	<u>1,440.00</u>
			TOTAL:	1,440.00
WOODRUFF & SMART, APC	GENERAL ADVISORY 11/2023	GENERAL FUND	CITY ATTORNEY	28,331.58
	LITIGATION SERVICES 11/202	GENERAL FUND	CITY ATTORNEY	15,967.10
	PROSECUTOR SERVICES 11/202	GENERAL FUND	CITY ATTORNEY	<u>3,458.00</u>
			TOTAL:	47,756.68
WORLD TRADE PRINTING COMPANY	RECREATION BROCHURE FA23	GENERAL FUND	RECREATION ADMINISTRAT	8,672.81
	RECREATION BROCHURE WI23	GENERAL FUND	RECREATION ADMINISTRAT	<u>8,672.81</u>
			TOTAL:	17,345.62

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

10	GENERAL FUND	275,717.97
50	GARAGE FUND	2,594.45
53	TECHNOLOGY REPLACEMENT	918.38
54	SELF INSURANCE TRUST	411.82

	GRAND TOTAL:	279,642.62

Retirees Medical Reimbursement

Date: December 1, 2023

Number of Transactions: 16

Total Batch: \$10,222.09

Payroll 12/08/2023

-----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	29,605.35	17,375.20	0.00	2,707.62	9,522.53	3,203.42	5,513.31	20,888.62
10-512	Finance	12,739.97	6,842.00	55.77	1963.00	3,879.20	1073.11	1509.21	10,157.65
10-521	Police Administration	33,117.58	19,633.20	0.00	5,589.58	7,894.80	5,287.57	6,710.17	21,119.84
10-522	Police- Patrol	87,998.13	47,350.74	22,321.31	14,071.97	4,254.11	12,202.40	17,144.62	58,651.11
10-523	Police- Investigation	20,468.35	14,412.40	805.24	3,397.80	1,852.91	4,493.86	3,393.57	12,580.92
10-524	Police- Records	11,626.52	4,606.43	0.00	2270.73	4,749.36	733.15	1,907.35	8,986.02
10-526	Police- Community Outreach	2,106.00	0.00	0.00	0.00	2,106.00	78.98	176.71	1,850.31
10-527	Police-Youth Programs	5,396.12	3,170.12	0.00	1529.92	696.08	916.26	740.00	3,739.86
10-528	Police- Traffic	3,341.23	0.00	0.00	265.11	3,076.12	125.29	128.85	3,087.09
10-531	Development Services- Administration	28,702.40	16,106.85	0.00	3,540.63	9,054.92	3,222.18	5,391.42	20,088.80
10-532	Development Services- Planning	3,630.55	2,556.60	191.75	0.00	882.20	518.63	709.33	2,402.59
10-533	Development Services- Neighborhood Preservation	6,117.41	2,090.88	0.00	637.07	3,389.46	330.98	867.75	4,918.68
10-542	Development Services- Street Maintenance	14,268.19	8,751.60	948.07	1,016.32	3,552.20	1,681.86	1,497.82	11,088.51
10-544	Development Services- Facility Maintenance	2,541.03	1,809.28	254.43	0.00	477.32	404.56	40.22	2,096.25
10-545	Economic Development	3,849.45	2,494.20	0.00	493.85	861.40	258.66	370.73	3,220.06
10-551	Recreation Administration	43,565.75	19,600.04	1054.92	8,700.23	14,210.56	4,723.47	7,093.81	31,748.47
10-556	Recreation- Sports	18,466.60	0.00	0.00	0.00	18,466.60	692.49	904.67	16,869.44
TOTALS		\$328,463.83	\$167,722.74	\$25,631.49	\$46,183.83	\$88,925.77	\$39,983.37	\$54,112.94	\$234,367.52
REGULAR INPUT: 122 MANUAL INPUT: 0 CHECK STUB COUNT: 0 DIRECT DEPOSIT STUB COUNT: 122									

BENEFITS & WITHHOLDINGS

		Employee	Employer
Fed Taxes	Employee/ Employer (MediCare)	\$44,899.13	\$40,248.38
State Taxes	Employee	\$13,655.64	\$4,650.75
ICMA	Employee	\$2,993.43	
PD Association	Employee	\$1,416.56	
LosAl Employees Assoc	Employee	\$360.00	
Nationwide - Full Time	Employee	\$1,590.00	
Nationwide - PT	Employee/ Employer	\$2,775.34	\$1,387.67
PERS Deferred Comp	Employee	\$1,555.76	
PERS	Employee/ Employer	\$56,694.68	\$34,260.46
AFLAC	Employee	\$80,496.87	\$22,434.22
PERS Medical	Employee/ Employer	\$341.28	
Delta Dental PPO	Employer	\$4,374.90	
Delta Dental HMO	Employer	\$518.04	
VSP Vision	Employer	\$1,022.23	
Standard Self Admin	Employee/ Employer	\$185.05	
Standard Life Optional	Employee		
TOTALS		\$212,878.91	\$75,896.51

\$28,472.64

DEDUCTION GRAND TOTALS

-----EARNINGS-----			-----DEDUCTIONS-----			-----TAXES-----		
DESC	HRS	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE
REG	3821.34	\$167,493.82	125	I-125	\$770.05		FED W/H	\$ 291,113.70
PTRG	1,629.17	\$33,767.56	129	I-129	\$192.31		ST WH CA	\$ 291,113.70
PHEO	66.42	\$1,959.39	AFP	AFLPT	\$163.06		FICA	\$ 3,369.60
HOL	792.00	\$37,097.44	CMP	CLOAN	\$30.72		MEDI	\$ 320,740.22
OT	48.63	\$2,246.26	CS1	CS-CO	\$230.76			\$ 4,767.32
OTST	4.67	\$228.92	DCI	DCICM	\$2,347.60			\$ 4,650.75
OTS	264.37	\$22,293.45	DCM	DCICM		\$350.00		
CTOT	2.00	\$167.66	DCN	DCNW	\$1,590.00			
STBY	10.00	\$924.12	DCP	DCPRS	\$1,555.76			
CAR	0.00	\$1,100.00	DD1	DFPO1		\$247.50		
CELL	0.00	\$1,000.00	DD2	DFPO2		\$253.80		
PPHC	0.00	\$506.68	DD3	DFPO3		\$697.95		
MEDR	0.00	\$6,300.00	DD4	DDMO1		\$38.55		
SPAS	0.00	\$2,111.32	DD5	DDMO2		\$41.67		
SPSK	0.00	\$127.84	DD6	DDMO3		\$123.30		
OCWD	0.00	\$250.00	DI%	DCI%	\$118.96			
OCWE	0.00	\$160.00	DIS	DISAF	\$178.22			
UNIF	0.00	\$150.00	DLI	DCLIC	\$176.87			
UNI2	0.00	\$75.00	LEA	LAEAD	\$360.00			
ADML	20.00	\$1,591.20	LIF	LIFE	\$157.38			
COMP	12.33	\$634.26	LTD	A LTD	\$82.73			
EAU	69.00	\$3,743.45	MED	MDINS	\$6,790.50	\$26,319.18		
COMA	37.50	\$0.00	PBB	PRSB	\$481.97			
FLHO	73.00	\$3,471.60	PN1	PEPME	\$5,806.48			
SICK	73.33	\$2,787.62	PN2	PEPMR		\$5,754.05		
VAC	166.33	\$7,959.21	PN3	PEPSE	\$7,658.45			
POST5	0.00	\$200.00	PN4	PEPSR		\$7,541.48		
POST6	\$0.00	\$450.00	POS	POAS	\$1,416.56			
POST7	\$0.00	\$2,405.99	PRO	PRM8	\$2,309.95			
POST8	\$0.00	\$357.95	PR2	PRSMR		\$8,688.21		
POSI	\$411.27	\$22,843.69	PR4	PRSSR		\$12,276.72		
POVA	\$80.00	\$3,152.80	PR5	PRSB4	\$1,088.28			
BERV	\$20.00	\$601.60	PR6	PRSAF	\$2,287.81			
BLLI	\$0.00	\$250.00	PR7	PRMB4	\$597.52			
HOT	\$0.00	\$55.00	PR8	PRMAF	\$1,450.27			
			PR9	PRSCC	\$699.55			
			RTP	RT-PT	\$1,387.67	\$1,387.67		
			SUR	SURVI	\$53.94			
			VS1	VIS1		\$85.12		
			VS2	VIS2		\$68.67		
			VS3	VIS3		\$192.08		
Totals	\$ 7,601.36	\$ 328,463.83	\$	39,983.37	\$ 64,065.95	\$54,112.94	\$ 4,859.67	

Payroll 12/22/2023

-----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	32,442.15	23,367.60	0.00	602.00	8,472.55	3,251.49	3,651.52	25,539.14	
10-512 Finance	13,375.57	10,033.78	132.86	1855.02	1,353.91	1106.46	1600.87	10,668.24	
10-521 Police Administration	28,999.20	27,503.60	0.00	795.60	700.00	5,287.33	5,211.75	18,500.12	
10-522 Police- Patrol	73,454.64	50,397.18	15,265.33	2,895.12	4,897.01	12,174.90	12,201.63	49,078.11	
10-523 Police- Investigation	21,907.54	16,579.60	3,455.43	319.60	1,552.91	4,452.60	3,917.78	13,537.16	
10-524 Police- Records	10,670.22	7,057.98	0.00	437.22	3,175.02	747.76	1,513.98	8,408.48	
10-526 Police- Community Outreach	2,100.45	0.00	0.00	0.00	2,100.45	78.77	175.63	1,846.05	
10-527 Police-Youth Programs	4,627.72	2,941.20	160.04	980.40	546.08	927.11	496.92	3,203.69	
10-528 Police- Traffic	2,972.30	0.00	0.00	151.15	2,821.15	111.46	85.63	2,775.21	
10-531 Development Services- Administration	27,454.19	23,126.45	0.00	122.72	4,205.02	3,264.47	4,650.10	19,539.62	
10-532 Development Services- Planning	3,600.55	3,238.36	191.75	170.44	0.00	518.63	699.24	2,382.68	
10-533 Development Services- Neighborhood Preservation	5,254.40	2,613.60	0.00	0.00	2,640.80	322.51	628.49	4,303.40	
10-542 Development Services- Street Maintenance	12,203.80	11,436.57	0.00	232.23	535.00	1,681.86	1,141.37	9,380.57	
10-544 Development Services- Facility Maintenance	2,286.60	2,261.60	0.00	0.00	25.00	404.56	30.93	1,851.11	
10-545 Economic Development	3,325.60	2,702.05	0.00	623.55	0.00	258.66	211.26	2,855.68	
10-551 Recreation Administration	37,793.25	30,515.10	171.90	878.51	6,227.74	4,257.49	5,498.78	28,036.98	
10-556 Recreation- Sports	17,913.14	0.00	0.00	155.00	17,758.14	671.79	1,123.92	16,117.43	
TOTALS	\$301,304.52	\$214,697.87	\$19,377.31	\$10,218.56	\$57,010.78	\$39,554.35	\$42,853.20	\$218,896.97	

REGULAR INPUT: 115

MANUAL INPUT: 0

CHECK STUB COUNT: 0

DIRECT DEPOSIT STUB COUNT: 115

BENEFITS & WITHHOLDINGS

		Employee	Employer
Fed Taxes	Employee/ Employer (MediCare)	\$35,564.43	\$31,307.47
State Taxes	Employee	\$11,338.67	\$4,256.96
ICMA	Employee	\$2,473.03	
PD Association	Employee	\$1,416.56	
LosAl Employees Assoc	Employee	\$360.00	
Nationwide - Full Time	Employee	\$1,590.00	
Nationwide - PT	Employee/ Employer	\$2,869.78	\$1,434.89
PERS Deferred Comp	Employee	\$1,555.76	
PERS	Employee/ Employer	\$56,869.40	\$34,390.48
AFLAC	Employee		\$22,478.92
PERS Medical	Employee/ Employer		
Delta Dental PPO	Employer		
Delta Dental HMO	Employer		
VSP Vision	Employer		
Standard Self Admin	Employee/ Employer	\$1,834.17	
Standard Life Optional	Employee		
TOTALS		\$115,871.80	\$67,132.84
			\$28,170.77

DEDUCTION GRAND TOTALS

DESC	-----EARNINGS-----		-----DEDUCTIONS-----				-----TAXES-----			
	HRS	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
REG	4817.59	\$214,697.87	125	I-125		\$769.57		FED W/H	\$ 264,383.41	\$ 26,823.28
PTRG	1,664.00	\$34,934.00	129	I-129		\$192.25		ST WH CA	\$ 264,383.41	\$ 11,338.67
PHEO	69.25	\$2,039.07	AFP	AFLPT		\$163.06		FICA	\$ 3,339.60	\$ 207.06
OT	9.50	\$496.51	CMP	CLOAN		\$30.72		MEDI	\$ 293,581.39	\$ 4,484.19
OTS	211.99	\$17,898.08	CS1	CS-C0		\$230.76				\$ 4,256.96
CTOT	4.00	\$266.74	DCI	DCICM		\$1,847.60				
STBY	8.00	\$715.98	DCM	DCICM			\$350.00			
CAR	0.00	\$1,100.00	DCN	DCNW		\$1,590.00				
PPHC	0.00	\$1,570.52	DCP	DCPRS		\$1,555.76				
MEDR	0.00	\$6,300.00	DD1	DPP01			\$247.50			
SPAS	0.00	\$2,111.32	DD2	DPP02			\$253.80			
SPSK	0.00	\$127.84	DD3	DPP03			\$697.95			
OCWD	0.00	\$250.00	DD4	DDM01			\$38.55			
OCWE	0.00	\$160.00	DD5	DDM02			\$41.67			
UNIF	0.00	\$150.00	DD6	DDM03			\$123.30			
UN12	0.00	\$75.00	DI%	DCI%		\$98.56				
RTRO	0.00	\$77.19	DIS	DISAF		\$178.22				
BNS	0.00	\$4,409.00	DLI	DCLIC		\$176.87				
ADML	10.00	\$795.60	LEA	LAEAD		\$360.00				
COMP	12.33	\$683.21	LIF	LIFE		\$157.38				
EAU	6.00	\$308.63	LTD	A LTD		\$82.73				
EAA	60.00	\$0.00	MED	MDINS		\$6,790.50	\$26,319.18			
COMA	48.00	\$0.00	PBB	FRSBB		\$481.97				
SICK	160.75	\$6,901.86	PN1	PEPME		\$5,823.99				
VAC	33.00	\$1,529.26	PN2	PEPMR			\$5,771.41			
POST7	0.00	\$2,405.99	PN3	PEPSE		\$7,600.54				
POST8	0.00	\$357.95	PN4	PEPSR			\$7,484.46			
BERV	\$18.33	\$942.90	POS	POAS		\$1,416.56				
			PRO	PRM8		\$2,395.05				
			PR2	PRSMR			\$8,857.89			
			PR4	PRSSR			\$12,276.72			
			PR5	PRSB4		\$1,088.28				
			PR6	PRSAF		\$2,287.81				
			PR7	PRMB4		\$597.52				
			PR8	PRMAF		\$1,450.27				
			PR9	PRSCC		\$699.55				
			RTP	RT-PT		\$1,434.89	\$1,434.89			
			SUR	SURVI		\$53.94				
			VS1	VIS1			\$85.12			
			VS2	VIS2			\$68.67			
			VS3	VIS3			\$192.08			
Totals	\$ 7,132.74	\$ 301,304.52			\$ 39,554.35	\$ 64,243.19			\$42,853.20	\$ 4,464.02

MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

SPECIAL MEETING Monday, December 18, 2023

1. CALL TO ORDER

The City Council met in Special Session at 5:30 p.m., Monday, December 18, 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 Daudt, City Attorney
Eleanor Granflor, Deputy City Clerk
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. ORAL COMMUNICATIONS

At this time, any individual in the audience may come forward to speak about any item described on the agenda prior to the Council's consideration of that item. Pursuant to the Brown Act Section 54954.3 (b), remarks are limited to items described in the notice for the meeting. Remarks are to be limited to not more than three minutes per speaker.

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

4. SPECIAL ORDER OF THE DAY

A. Interviews and Appointments for City Commissions

This report provides relevant information by which the City Council may interview and appoint members to City Commissions.

Mayor Doby advised she would be asking the questions and with slight revisions for in-depth responses.

The City Council interviewed the following applicants listed in alphabetical order by Commission:

Parks, Recreation, and Cultural Arts (PRCA) Commission

Richard Wright

Planning Commission

Joseph Hastie Jean Legere

Traffic Commission

Joel Rojas

The City Council considered Commission Incumbent applications in lieu of an interview; and,

Parks, Recreation, and Cultural Arts (PRCA) Commission

William Bandak Morgan Beck

Planning Commission

Larry Andrade Victor Sofelkanik

Traffic Commission

Dean Hill Cathie Salai

City Clerk Quintanar referred to the Indications of Support and requested the Council complete the form and submit it.

City Clerk Quintanar read the following indications of support for the Parks, Recreation, and Cultural Arts Commission: William Bandak – 4; Morgan Beck – 3; and Richard Wright – 5.

Motion/Second: Hasselbrink/Hibard

Unanimously Carried: The City Council appointed William Bandak, Morgan Beck and Richard Wright to the Parks, Recreation and Cultural Arts Commission for a three-year term expiring December 2026.

City Clerk Quintanar read the following indications of support for the Planning Commission: Larry Andrade – 2; John Hastie – 3; Jean Legere – 3; and, Victor Sofelkanik – 2.

Motion/Second: Hasselbrink/Hibard

Unanimously Carried: The City Council appointed John Hastie and Jean Legere to the Planning Commission for a three-year term expiring December 2026.

City Clerk Quintanar read the following indications of support for the Traffic Commission: Dean Hill – 4 and Joel Rojas – 5.

Motion/Second: Hasselbrink/Hibard

Unanimously Carried: The City Council appointed Dean Hill and Joel Rojas to the Traffic Commission for a three-year term expiring December 2026.

5. ADJOURNMENT

The City Council adjourned at 5:58 p.m.

Tanya Doby, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

REGULAR MEETING Monday, December 18, 2023

1. CALL TO ORDER

The City Council met in Regular Session at 6:03 p.m., Monday, December 18, 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
Eleanor Granflor, Deputy City Clerk
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 Pro Tem Nefulda led the Pledge of Allegiance.

4. INVOCATION

Council Member Hasselbrink gave the Invocation.

5. PRESENTATIONS

A. Presentations to Mayor Tanya Doby from Outside Agencies for Service as Mayor in 2023

Mayor Pro Tem Nefulda announced the presenters and Mayor Doby accepted the presentations.

B. Presentation of a Certificate to Mark Hoover, Owner of audiophileusa, in Recognition of Being Featured in the Mayor's Business Spotlight

Mayor Doby and the City Council presented the certificate to Mr. Hoover, who spoke briefly.

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. There being no one present wishing to speak, 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 wished the community happy holidays.

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.

City Manager Simmons thanked Mayor Doby for her leadership this year.

9. WARRANTS

A. Warrants (Finance)

The attached Warrant Register contains checks and electronic funds transfers from November 1, 2023, to November 30, 2023.

Council Member Hibard stated she was opposed as she did not have a chance to review the warrants thoroughly and the errors she located were not corrected.

Motion/Second: Hasselbrink/Nefulda

Carried 4/1: The City Council ratified the Warrants for the period from November 1, 2023, to November 30, 2023, in the amount of \$1,611,948.46.

Roll Call

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

Motion/Second: Hibard/Nefulda

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

A. Approval of Minutes (Administration)

Approved the City Council Special Meeting Minutes of November 13, 2023, Regular Meeting Minutes of November 20, 2023, and Special Meeting Minutes of December 11, 2023.

B. Ordinance No. 2023-05 - Quimby In-Lieu Fees (Development Services)

The City Council held a Public Hearing on November 20, 2023, regarding the proposed update to the Park In-Lieu Fees Pursuant to the Quimby Act Fees as studied through the 2023 City of Los Alamitos' Quimby Land Dedication and In-Lieu Fee Study. Ordinance No. 2023-05 was introduced for first reading, read by title only, and further reading was waived.

The City Council adopted Ordinance No. 2023-05 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING SECTIONS 16.18.040 AND 16.18.090 OF CHAPTER 16.18 (DEDICATION OF LAND FOR PARK FACILITIES AND PAYMENT OF IN-LIEU FEES) OF TITLE 16 (SUBDIVISIONS) OF THE LOS ALAMITOS MUNICIPAL CODE PURSUANT TO THE QUIMBY ACT, CALIFORNIA GOVERNMENT CODE SECTION 66477 (CITY INITIATED)."

C. California Teamsters Local 911 Side Letter, Classification Change (Administration)

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

The City Council:

1. Adopted Resolution No.2023-30, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS ALAMITOS AND THE TEAMSTERS LOCAL 911 EFFECTIVE NOVEMBER 1, 2021 THROUGH OCTOBER 31, 2024; REMOVING THE MANAGEMENT ANALYST CLASSIFICATION FROM TEAMSTERS LOCAL 911"; and,

2. Authorized the Mayor to execute the side letter agreement amending the California Teamsters Local 911 Memorandum of Understanding (MOU); and,
3. Adopted Resolution No. 2023-31, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING RESOLUTION 2023-09 TO RECLASSIFY THE MANAGEMENT ANALYST POSITION TO CONFIDENTIAL NON-REPRESENTED EMPLOYEE".

D. Police Officer Association (POA); Canine Handler Side Letter (Administration)

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

The City Council:

1. Adopt Resolution No.2023-31, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS ALAMITOS AND THE POLICE OFFICERS ASSOCIATION EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2024"; and,
2. Authorize the Mayor to execute the side letter agreement amending the Police Officers Association (POA) Memorandum of Understanding (MOU).

E. Approval of Plans and Specifications and Authorization to Bid for Citywide Street Improvements for FY 2022-2023 Project (CIP No. 23/24-03) (Development Services)

This item recommended actions to begin facilitating the rehabilitation construction for Citywide Street Improvements for FY 2022-2023 Project (CIP No. 23/24-03).

The City Council:

1. Found the Citywide Street Improvements for FY 2022-2023 Project (CIP No. 23/24-03) is not subject to the California Environmental Quality Act (CEQA) under Section 15301.C Existing Facilities; and,
2. Approved the plans and specifications for the rehabilitation construction of the Citywide Street Improvements for FY 2022-2023 Project (CIP No. 23/24-03); and,

3. Authorize Staff to advertise and solicit bid proposals for the Citywide Street Improvements for FY 2022-2023 Project (CIP No. 23/24-03); and,
4. Authorize Staff to work with the City of Long Beach to coordinate approval of plans and specifications of the Street Improvements on Various Streets FY 2022- 2023 Project (CIP No. 23/24-03) and develop a Cooperative Agreement for shared work in the Country Squares Neighborhood before the award of bid for said project.

F. Approval of Plans and Specifications and Authorization to Bid for Sterns Park Rehab Project (CIP No. 23/24-04) (Development Services)

This item facilitated the solicitation of bids for the sub-contractual demolition and construction services for the Sterns Park Rehab Project at 3871 Farquhar Avenue (CIP No. 23/24-04).

The City Council:

1. Approved the solicitation for Request for Proposals (RFP) of plans and specifications and authorization to bid for Sterns Park Rehab Project (CIP No. 23/24- 04); and,
2. Authorized Staff to advertise and solicit bid proposals.

G. Approval Lease Rate Agreement with Enterprise Fleet Management Inc. via the Sourcwell Competitive Purchasing Program (Development Services)

This item sought approval of one (1) vehicle lease agreement with Enterprise Fleet Management Inc. (EFM), via the Sourcwell Competitive Purchasing Program (Contract #030122-EFM).

The City Council:

1. Authorized the City Manager to lease one (1) vehicle pursuant to the Master Equity Lease Agreement with Enterprise Fleet Management (EFM) via the Sourcwell Competitive Purchasing Program for a Total Capitalized Vehicle Cost of \$30,572.90; and,
2. Authorized the City Manager to enter into future lease agreements with Enterprise Fleet Management (EFM) pursuant to the purchasing ordinance and when funding exists within the City Council adopted budget.

11. SPECIAL ORDERS OF THE DAY

A. Comments by Outgoing Mayor Tanya Doby

Mayor Doby spoke regarding her tenure as Mayor.

B. Presentation to Mayor Tanya Doby from the City for her tenure as Mayor
Mayor Pro Tem Nefulda spoke regarding Mayor Doby's leadership and presented her with a plaque from the City Council.

C. City Council Reorganization (Administration)

This report provided relevant information for the City Council's annual reorganization, by the election of Mayor and Mayor Pro Tem. The City's Charter requires roll call votes be taken for the election of these two Officers.

Mayor Doby turned the meeting over to City Clerk Quintanar.

City Clerk Quintanar summarized the procedures and opened the floor for nominations for the Office of Mayor.

Mayor Doby nominated Mayor Pro Tem Nefulda for the Office of Mayor.

There being no further nominations, City Clerk Quintanar closed the floor for nominations for the office of Mayor.

City Clerk Quintanar called for a roll call vote for Jordan Nefulda for the Office of Mayor.

Roll Call

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

City Clerk Quintanar congratulated Mayor Nefulda and turned the meeting over to him.

Mayor Nefulda opened the floor for the nominations for the Office of Mayor Pro Tem.

Council Member Doby nominated Council Member Hasselbrink.

Council Member Hibard nominated Council Member Murphy.

There being no further nominations, Mayor Nefulda closed the floor for nominations for the office of Mayor.

Mayor Nefulda called for a roll call vote for Shelley Hasselbrink for the Office of Mayor Pro Tem.

Roll Call

Mayor Nefulda	Aye
Council Member	Aye
Council Member Hasselbrink	Aye
Council Member Hibard	No
Council Member Murphy	No

D. City Council Member Appointments/Reappointments as Representatives to other Agencies and City Committees for 2024 (Administration)

This report provided relevant information for the City Council's annual appointments/reappointments of Council Members as representatives to other Agencies.

Mayor Nefulda stated appointments to other changes is a commitment and it is a privilege to represent the City. He stated he would be making recommendations for appointment based of what the best representation for the City.

Motion/Second: Doby/Hasselbrink

Carried 4-0 (Hibard abstained): The City Council appointed the following:

Association of California Cities – Orange County (ACC-OC)

Delegate: Doby

Alternate: Nefulda

Motion/Second: Doby/Hasselbrink

Unanimously Carried: The City Council appointed the following:

City Selection Meeting

Delegate: Nefulda

Alternate: Hasselbrink

Motion/Second: Doby/Hasselbrink

Unanimously Carried: The City Council appointed the following:

League of California Cities – State Division

Delegate: Nefulda

Alternate: Hasselbrink

Motion/Second: Doby/Hasselbrink

Unanimously Carried: The City Council appointed the following:

Los Alamitos Community Foundation

Delegate: Nefulda

Alternate: Hasselbrink

Motion/Second: Doby/Hasselbrink

Unanimously Carried: The City Council appointed the following:

Orange County Fire Authority

Delegate: Hasselbrink

Motion/Second: Doby/Hasselbrink

Unanimously Carried: The City Council appointed the following:

Orange County Library Advisory Board

Delegate: Doby

Alternate: Nefulda

Motion/Second: Doby/Hasselbrink

Unanimously Carried: The City Council appointed the following:

Orange County Mosquito and Vector Control District

Delegate: Doby (2 year term)

Motion/Second: Doby/Hasselbrink

Carried 4-1 (Hibard voted no): The City Council appointed the following:

Orange County Sanitation District – Board of Directors

Delegate: Nefulda

Alternate: Hasselbrink

Motion/Second: Doby/Hasselbrink

Carried 4-0 (Hibard abstained): The City Council appointed the following:

West Cities Communications Center – JPA Board

Delegate: Nefulda

Alternate: Doby

Motion/Second: Hasselbrink/Doby

Carried 3-2 (Hibard and Murphy voted no): The City Council appointed the following:

Budget Standing Committee

Delegate: Doby

Alternate: Hasselbrink

Motion/Second: Doby/Hasselbrink

Carried 3-0 (Hibard and Murphy abstained): The City Council appointed the following:

Intergovernmental Affairs Representative

Delegate: Doby

Motion/Second: Doby/Hasselbrink

Carried 3-2 (Hibard and Murphy voted no): The City Council appointed the following:

Joint Forces Training Base Liaison

Delegate: Nefulda

Alternate: Hasselbrink

Motion/Second: Hasselbrink/Doby

Unanimously Carried: The City Council:

1. Adopted Resolution No. 2023-32, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DESIGNATING AND APPOINTING ITS REPRESENTATIVE TO THE ORANGE COUNTY FIRE AUTHORITY'S BOARD OF DIRECTORS"; and,
2. Authorized the City Clerk to complete California Form 806, Agency Report of: Public Official Appointments and post on the City's website.

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 Hibard spoke regarding some of the challenges she faced during her first year as a Council Member, stated concern regarding the financial reporting, and stated her belief that accuracy and transparency create trust and

confidence.

Council Member Doby asked for and received confirmation the financial errors had been addressed by Staff.

Council Member Hibard stated she was looking forward to accuracy and transparency producing honesty, confidence, and trust in 2024. She thanked staff for their efforts and looked forward to continuing to build in the New Year. She wished the community happy holidays.

Mayor Pro Tem Hasselbrink stated she had been a resident for 31 years and is happy to state her goal of making Los Alamitos a place her adult children would want to come back to has occurred. She stated several reasons why she is proud of Los Alamitos including bringing back fireworks for residents, supporting a canine unit, planting trees, and economic development with Los Al Bucks program. She stated she was proud to celebrate Los Alamitos and is looking forward to 2024.

Council Member Murphy stated she was proud to celebrate Los Alamitos and recognized there errors are corrected. She stated that importance of recognizing the good and bad and being able to provide varying perspectives with respect. She stated over the last year, while challenging, she has gained an improved understanding of the City and how it works. She requested her colleagues proceed with respect, honesty, partiality, and allow each other to express varying perspectives. She stated a desire to work together in collaboration for the best of the City. She thanked Mayor Doby for her service and wished everyone happy holidays.

Council Member Doby spoke regarding attendance at the following events: Association of California Cities – Orange County (ACC-OC) Business meeting; stuff a bearcat Toy Drive; appointed to Executive Board as the Second Vice President/Treasurer for the Orange County Council of Governments; Winter Wonderland, spectacular; Joint Forces Training Base Sunday fun day; Orange County Business Council Red Carpet Award event; Southern California Association of Governments Economic Summit; Joint Forces Training Base Tree lighting; tour of Orange County Fire Authority headquarters; Sunburst Youth Academy Graduation; and, recognized the students present.

Mayor Nefulda recognized the students present and stated he had moved to Los Alamitos when his family was young for the quality of life, safety and the schools. He thanked staff for all their support and excellent work during his first term as a Council Member. He indicated he had started during the pandemic when staff was minimal and staff continues to excel as it grows. He welcomed all comments, suggestions, and communication and looked forward to the new year as a public servant. He wished everyone happy holidays.

13. ADJOURNMENT

The City Council adjourned at 7:15 p.m.

Jordan Nefulda, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: January 16, 2024

ITEM NUMBER: 10B

To: Mayor Jordan Nefulda & Members of the City Council

Presented By: Chet Simmons, City Manager

Subject: City Council Travel Policy

SUMMARY

This item updates the Travel Policy specific to City Council and Appointed Officials.

RECOMMENDATION

Adopt Revised Administrative Regulation 6.2 - City Council Travel Policy.

BACKGROUND

The City Council adopted a City-wide travel and reimbursement policy in February 2023. During the Fiscal Year 2023-24 Budget Adoption process, the Budget Standing Committee requested a policy specific to the City Council. Council adopted the City Council Travel Policy on August 21, 2023. This item will revise the City Council's adopted Travel Policy.

DISCUSSION

The attached policy for the Council's consideration aligns with the adopted policy for all employees. Clerical edits were made for grammar and clarity. Significant changes are highlighted below.

Section 5B - City Representation

This section has been updated to allow the first right to attend to be given to the City Council representative (if applicable) or Mayor/Presiding officer. Previously, the City Council Representative was not accounted for.

Section 7 - Cost Control

Baggage handling fees were updated from \$1 to \$50.

The following language was added to account for the City Council's monthly salary: "City Council Members receive a monthly salary from the City and, therefore, will not be reimbursed for mileage for one-day events."

Section 9A - Method of Travel

The section related to use of a City Vehicle was removed.

FISCAL IMPACT

There are no fiscal impacts associated with the adoption of this policy; however, the streamlined policy anticipates a decrease in the Council's travel and training budget.

Attachment: 1. City Council Travel Policy (2024)

City of Los Alamitos

Administrative Regulation

Regulation:	6.2
Title:	City Council Travel and Reimbursement Policy
Authority:	City Manager per Council Minute Order
Date:	August 21, 2023
Revised:	January 16, 2024

1. INTENT AND PURPOSE

The City of Los Alamitos recognizes the value of attendance by City officials at professional conferences, seminars, meetings with other government officials, professional organizations, community organizations, and constituents and ceremonial events and activities that promote or benefit the City.

This policy establishes travel authorization, expense, reimbursement, and reporting standards consistent with California Government Code Sections 53232.2 and 53232.3 and adopted City policies.

2. APPLICATION

This policy applies to City Council Members and appointed members of City boards, commissions, and committees.

3. DEFINITIONS

(A) “Appointed Officials” shall refer to those officials appointed as members of City boards, commissions and committees, which constitute legislative bodies (as defined by Government Code Section 54952)

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

(C) “City Council Members” shall refer to the individuals who comprise the governing body of the City.

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

4. POLICY

The City reimburses City Council Members and Appointed Officials for expenses incurred in business-related travel and attendance at meetings and events, in amounts designated in the approved City budget. The establishment of reasonable limits on expense reimbursement assures a prudent and responsible use of public funds to allow officials to attend beneficial conferences, seminars, and meetings.

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

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

5. TRAVEL REQUESTS AND AUTHORIZATION

A. City Council and Appointed Officials

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

B. City Representation

When total travel expenses for an event (i.e., registration, lodging, auto, air fare, meals, etc.) will cost over \$500, only one City representative shall be entitled to reimbursement for their attendance. The appointed City Council Representative (if applicable) or Mayor/Presiding Officer shall have first right to attend events at the City's expense. The second right shall go to the Mayor Pro Tem/Vice Chair and then to the Council Member with the most seniority.

Should a Council Member believe there is a benefit to the City to incur the cost of sending more than one City Council representative to an event, they may request an item be put on the next City Council agenda for approval. Requests for an additional Council Member's and/or Appointed Official's travel will be processed in accordance with the agenda report deadlines established by the City Clerk's Office.

City Council Members and Appointed Officials can attend events without the approval of the City Council at their own expense. It is understood that representatives attending at their own expense are attending as individuals and shall not speak on behalf of the City.

6. CODE OF CONDUCT

The City promotes freedom of expression and open communication. It is expected that all Council Members and Appointed Officials will follow the outlined code of conduct

when representing the City and will avoid offending, participating in serious disputes, and disrupting workplaces.

A. Compliance with Law

All Council Members and Appointed Officials should comply with all federal, state, and local regulations, including any regulations provided by the event's organization. Council Members and Appointed Officials shall act ethically and responsibly when dealing with the City's finances, partnerships, and public image.

B. Personal Appearance

Council Members and Appointed Officials should follow the City's adopted Administrative Rules and Regulation 1.8: Dress Code and Professional Standards Policy. City officials are encouraged to wear City issued attire when appropriate.

Should a Council Member or Appointed Official wish to purchase additional attire they may do so at their own expense as long as the City seal is not used. Use of City logos is permissible. Logos may be requested from the City Clerk's Office.

C. Job Duties and Authority

All Council Members and Appointed Officials should fulfill their job duties with integrity and respect toward colleagues, other agencies, and the community.

When Council Members and Appointed Officials speak or take action on behalf of the City, they must do so with consideration of the generally accepted practices of the City or upon approval of the City Council. Should a traveler publicly take a position inconsistent with the City's policy or practice, the Council Member/Appointed Official is obligated to make clear he/she does not speak as a City representative.

D. Alcohol and Drug Policy

In compliance with the City's adopted Personnel Resolution, it is policy of the City of Los Alamitos to prohibit the use of alcohol or drugs in connection with the use of City funds, as it constitutes a threat to the safe and efficient performance of public service. With this in mind, the City prohibits the use or being under the influence of alcohol or drugs by any Council Member or Appointed Official while performing City business and/or while on City property.

7. COST CONTROL

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

When available, government and group rates must be used if they present the least expensive fare.

Incidental Expenses, including bridge, road tolls, parking fees, and other similar costs, are considered reimbursable expenses. Baggage handling fees of up to \$50 per bag will also be reimbursed.

Expenses for which travelers receive reimbursement from another agency are not reimbursable. City Council Members receive a monthly salary from the City and, therefore, will not be reimbursed for mileage for one-day events.

8. LODGING

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

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

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

9. METHOD OF TRAVEL

A. Automobile Travel

- (1) Private Vehicle. Automobile mileage for overnight travel outside of Orange and Los Angeles County is reimbursable at the Internal Revenue Service rates presently in effect. City Council Members receive a monthly salary from the City and, therefore, will not be reimbursed for mileage for one-day

events. The reimbursable amount shall be based on the actual mileage traveled for the traveler's official duties.

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

B. Air Travel

- (1) Airfare shall be reimbursed at the actual ticket cost as stated on the receipt. Approved airports include Los Angeles International Airport (LAX), Long Beach Airport (LGB), and John Wayne Airport (SNA). The city will only reimburse up to the cost of economy class or equivalent tickets available via commercial air travel at any of the approved airports.
- (2) Change of flight, seat upgrades, and additional/overweight baggage fees shall not be reimbursable.
- (3) Long-term parking shall be reimbursable for travel exceeding twenty-four (24) hours.

C. Other Transportation

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

10. MEALS

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

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

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

11. PER DIEM ADVANCES

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

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

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

12. AUTHORIZED EXPENSES

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

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

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

13. UNAUTHORIZED EXPENSES

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

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

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

14. OTHER EXPENSES

Expenses that do not fall within the scope of this policy shall be approved by the City Council, in a public meeting, before the expense is incurred.

15. DOCUMENTATION OF EXPENSES; EXPENSE REPORTS

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

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

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

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

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

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

16. TRAVEL ADVANCE POLICY

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

- (1) No advance will be authorized in an amount less than one hundred dollars (\$100).
- (2) Any unused advance, or portion of an advance, must be returned to the Treasurer within ten (10) business days of the traveler's return, along with a completed and signed expense report, pursuant to section 15. Travelers who do not return the unused portion of a cash advance within ten (10) business days are ineligible for any additional advances until such time as the unused amount is returned.

- (3) A travel advance shall not, under any circumstances, be considered a personal loan.
- (4) Any expenditure of a travel advance, other than for the approved purpose of the advance, shall be considered a misappropriation of public funds.
- (5) Funds for prepaid items, such as airfare and registration, are not considered cash advances.

17. CITY COUNCIL MEMBER AND APPOINTED OFFICIAL REPORTS

At their next regular meeting, each City Council Member and Appointed Official shall provide a brief report on any meeting attended at the City's expense. If more than one City Council Member or Appointed Official attends the same event as prescribed in Section 5B the Mayor or Presiding Officer shall designate one attendee to give the report. The other attendees will be permitted to briefly report on any topics omitted by that designated City Council Member or Appointed Official.

18. CREDIT CARD USE

City officials may use valid City-issued credit cards for expenses allowed in this policy.

19. PENALTIES

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

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

History:

August 21, 2023 – Adopted by City Council
January 14, 2024 – Revised by the City Council

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: January 16, 2024

ITEM NUMBER: 10C

To: Mayor Jordan Nefulda & Members of the City Council

Presented By: Chelsi Wilson, Administrative Services Manager

Subject: Personnel Policies and Procedures Manual Update

SUMMARY

This report seeks approval to update the Personnel Policies and Procedures Manual ("Manual") to comply with current law, clarify and streamline the language, and make the Manual consistent with City practices.

RECOMMENDATION

Adopt Resolution No.2024-01, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, REVISING THE CITY'S PERSONNEL POLICIES AND PROCEDURES MANUAL AND REPEALING RESOLUTION NO. 2015-33".

BACKGROUND

On November 16, 2015, the City Council adopted Resolution No. 2015-33 revising and updating the Personnel Policies and Procedures Manual ("Manual") for the City organization. As with other policies, the Manual needs to be updated periodically to address changes in the law, best practices, and the City's operations. Staff began working on a comprehensive review and update of the Manual in 2022 and vetted proposed revisions through multiple rounds of review by City and Personnel Attorney, Liebert Cassidy Whitmore. Staff continued updating and revising and have developed the proposed amendments to the Manual for the Council's consideration.

DISCUSSION

Staff has shared the proposed amendments with its two employee bargaining groups, Teamsters Local 911 and Police Officers Association, as part of the "meet and confer" process. No suggested changes were received.

Pending Council adoption, the updated Manual will be incorporated into an Administrative Rule and Regulation (ARR) for easy reference and distributed to all City employees. ARR's are currently available on the City's website.

The following lists specific language changes:

1.9 Definition of Terms –

- Probationary Period – Added additional language for clarity.

- Sick Leave – Updated language to comply with California’s Sick Laws.
- Supervisor – Updated the definition to match the definition in the Fair Employment and Housing Act (FEHA) and in the National Labor Relations Act.

3.11 Nepotism / Fraternization – Added Fraternization Section.

3.16 Lactation Breaks and Accommodation – All language required by California Law.

3.21 Alcohol and Drug Policy – Expanded the terms legal and illegal drugs so there is no confusion among employees about how marijuana is categorized.

3.24 Workplace-Related Violence – Added a definition and more detailed examples

4.1 Workers Compensation – Added more clarity for the employees regarding the three day waiting period after an injury.

4.5 School or Licensed Day Care Activity Leave – New section to comply with current law.

4.6 Child Suspension Leave – New section to comply with current law.

4.7 Jury Duty Leave/Subpoenaed or Court-Ordered Witness Leave – New section to comply with current law.

4.8 Other Court or Administrative Proceeding Appearances – New section to comply with current law.

FISCAL IMPACT

None.

Attachment: 1. Resolution No. 2024-01 - Personnel Policies and Procedures
 2. Personnel Rules and Regulations Updated

RESOLUTION NO. 2024-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, REVISING THE CITY'S PERSONNEL POLICIES AND PROCEDURES MANUAL AND REPEALING RESOLUTION NO. 2015-33

WHEREAS, on July 17, 2006, the City Council approved Resolution No. 2051, revising and updating the City's "Personnel Policies and Procedures"; and,

WHEREAS, on November 16, 2015, the City Council approved Resolution No. 2015-33 revising and updating the City's "Personnel Policies and Procedures" with recommended changes, which established a twelve-month probationary period for regular employees promoted or transferred to another position; and,

WHEREAS, it is appropriate to revise and update the Personnel Policies and Procedures to update with current State and Federal laws and make changes to improve clarification, ~~and,~~

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

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

SECTION 2. Resolution No. 2015-33 is hereby repealed.

SECTION 3. The revised Personnel Policies and Procedures, dated January 16, 2024, ~~is hereby adopted~~ and attached hereto as Exhibit A, are hereby adopted.

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

PASSED, APPROVED, AND ADOPTED this 16th day of January, 2024.

Jordan Nefulda, 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 16th day of January, 2024 by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

Administrative Regulation

Regulation	4.2	
Title:	Personnel Resolution	
Authority:	City Council Resolution 2015-33	
Date:	December 6, 2004	
Revised:	June 20, 2005	
Revised:	November 16, 2015	
Revised:	January 16, 2024	Chet Simmons, City Manager

- 1. Purpose:** The purpose of this policy is to comply with Resolution No. 2024-01 which adopts the Personnel Rules and Regulations of the City.
- 2. Application:** This regulation applies to all Personnel of the City of Los Alamitos.
- 3. Regulation:** The Personnel Resolution is attached for reference. The Personnel Rules and Regulations of the City have currently been revised. The City' s Employer-Employee Organization Relations Resolution is also attached for reference.

CITY OF LOS ALAMITOS



PERSONNEL POLICIES AND PROCEDURES MANUAL

Revised January 16, 2024
Resolution No. 2024-01

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RULE 1 GENERAL PROVISIONS

Section 1.1 Purpose

The purpose of the Personnel Policies and Procedures Manual ("Manual") is to provide guidance in the application of a fair personnel management policy, which promotes the efficient and economical delivery of City services.

Section 1.2 Prior Policies Repealed

In the event that the terms and provisions of this Manual are inconsistent or in conflict with the terms and provisions of any prior City personnel policy and procedures, resolutions, rules and regulations governing the same subject, the terms of this policy and procedure manual shall prevail and such inconsistent or conflicting provisions or prior resolutions, rules and regulations are hereby repealed.

Section 1.3 Term of Personnel Manual

This Manual takes effect when adopted by the City Council of the City of Los Alamitos. The Manual shall remain in effect unless repealed, in whole or part, by the City Council of the City of Los Alamitos. The City Council retains full and exclusive authority and discretion to modify this Manual at any time in accordance with law.

This Manual does not create any contractual rights, or any express or implied employment contract between the City of Los Alamitos and the individuals covered by this Manual.

Section 1.4 Non-Discrimination

The City of Los Alamitos shall comply with applicable Federal and State laws governing fair employment practices and equal opportunity. The City of Los Alamitos shall not unlawfully discriminate against any person based on race, creed, color, religion, national origin, ancestry, sex, age (40 and over), political opinion, medical condition, marital status, physical or mental disability, gender, gender identity, gender expression, sexual orientation, military and veteran status, or any other basis protected by law.

Section 1.5 Violation of Personnel Policy

Violation of these personnel policies as adopted shall constitute grounds for rejection or for suspension, demotion, discharge or other disciplinary action deemed appropriate in the discretion of City Management.

Section 1.6 Department Policies and Procedures

Department managers may issue such policies and procedures as deemed necessary for the efficient and orderly administration of the department. However, no such policies or procedures shall conflict with or supersede these Personnel Policies and Procedures. Further, the policies or procedures shall be approved by the City Manager prior to their

implementation. Copies of department policies and procedures must be distributed to each employee of the department. Department policies and procedures must be consistent with, and supplementary to, these Personnel Policies and Procedures.

Section 1.7 Employment Agreements, Memoranda of Understanding and Salary and Benefit Resolutions

To the extent that any part of this Manual is inconsistent with the terms of a written employment agreement signed by an authorized City representative, or the terms of a memorandum of understanding between the City and a recognized employee organization, or the terms of a salary and benefit resolution adopted for non-represented employees, the terms of the employment agreement, the memorandum of understanding, or the resolution shall apply.

Section 1.8 Distribution of Personnel Policies

Copies of the Personnel Policies and Procedures Manual shall be given to each employee of the City. Also, Department managers shall make them accessible to employees.

Copies shall be available in the Administrative Services Department, the City Clerk's office, the City Manager's office, in each department of the City, and on the City's website.

Section 1.9 Definition of Terms

Terms used in this Personnel Policies and Procedures Manual shall be defined as follows:

Acting Appointment - An appointment of a person on an interim basis pending later appointment of an eligible person.

Advancement - A salary increase within the limits of a pay range established for a class.

Anniversary date - The effective date of employment or the most recent date of promotion for the employee.

Applicant - Any person submitting a formal completed application for employment with the City.

Authorized Position - A specific work position within a job classification, which is or may be held by an employee.

City - The City of Los Alamitos.

City Council - The City Council of the City of Los Alamitos.

Class - All positions substantially similar in duties, authority, responsibility, and character of work to permit grouping under a common title in the application with equity of common

standards of selection, transfer, demotion, promotion, and salary.

Compensation - Salary, wages, fees, benefits, allowances or other monies or benefits paid to or on behalf of an employee for personal services.

Competitive Service - all offices, positions and employment in the service of the City, except:

- elective officers;
- members of appointive boards, commissions and committees;
- persons engaged under contract to supply expert, professional or technical services for a definite period of time;
- volunteer personnel who receive no regular compensation from the City;
- City Manager;
- Assistant City Manager;
- City Clerk;
- City Attorney;
- City Engineer;
- student interns;
- employees who are employed less than full time, which is defined as employees who work, or are expected to work, less than one thousand eight hundred twenty (1820) hours per calendar year;
- all department and bureau heads appointed after July 1, 1993; and
- any newly created position, which is designated at the time of its creation as being exempt from these rules.

Employees excluded from the Competitive Service serve at the will and pleasure of the Personnel Officer, have no property right in continued employment with the City, and may be terminated without cause and without right to any pre- or post-disciplinary procedural due process or evidentiary appeal.

Continuous employment - Employment which is uninterrupted except by authorized and/or legally protected absences.

Days - Means calendar days unless otherwise stated.

Demotion - The movement of an employee from one class to another class having a lower maximum base rate of pay.

Department - A major administrative branch of the City involving a general line of work with one or more employees under the charge of one or more individuals known as supervisors.

Department Head - The Director or Manager of a City department.

Disciplinary Action - Includes, but is not limited to, the discharge, demotion, reduction in pay, unpaid suspension, and oral or written reprimands of a regular employee; provided, however, that exempt employees shall not be subject to unpaid disciplinary suspension or other disciplinary action that would invalidate their exempt status.

Discharge - Involuntary termination of employment with the City.

Employment list - A list of names of persons who may be considered for employment with the City under specified conditions. Employment lists will be prepared as needed as determined by the Personnel Officer.

Employee - A person who is legally occupying a position in the City's service or who is on an authorized leave of absence from such position.

Employee Classification Plan - Classes of positions defined by class specifications including title which groups all positions with similar duties, responsibilities, authority and character of work in the same class with the equitable schedules of compensation within the same class.

Fiscal Year - The fiscal year for the City begins on July 1 and ends on June 30 of the next year.

Full-time Employee - An employee of the City who usually works eighty (80) hours per pay period in an approved classification plan position.

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

Grievance Procedure - The systematic means by which an employee may obtain consideration of a grievance.

Immediate Family - An employee's father, mother, spouse, registered domestic partner, child, brother, sister, grandparent, grandchild, or parent-in-law.

Immediate Supervisor - The most immediate person to whom an employee reports for work assignments and direction.

Job Classification - The descriptive title of a certain type of job performed by a City employee. Inherent in each classification are certain duties, responsibilities, and degrees of authority.

Layoff - The separation of an employee from City service, which has been made necessary by lack of work or funds, or other non-disciplinary reasons.

Leave of Absence - An authorized absence from duty for a specified period.

Performance Evaluation - A review and evaluation of an employee's performance and capabilities in the employee's authorized position by the employee's immediate supervisor or other manager.

Personnel Manual - This group of personnel policies and procedures concerning employment with the City of Los Alamitos.

Personnel Officer - The City Manager or an employee of the City designated by the City Manager as the Personnel Officer.

Personnel Ordinance - An ordinance which creates a personnel system for the City.

Position - A group of current duties and responsibilities assigned or delegated by competent authority and requiring the full or part-time services of one (1) employee.

Probationary Period - The first two thousand eighty (2080) hours worked or one (1) year, whichever occurs later, or such duly extended period of employment, during which an employee serves at the pleasure of the appointing authority, may be discharged without cause, has no property right in continued employment, and is not entitled to any pre- or post-disciplinary procedural due process, evidentiary appeal, or recourse to the grievance procedure.

Promotion - The movement of an employee from a position of one class to a position in another class having a higher maximum salary rate with an increase in duties and responsibilities over the employee's present class.

Provisional Appointment - The temporary appointment of a person who possesses the minimum qualifications established for a particular class and who has been appointed to a position in that class in the absence of persons who are available and eligible for appointment to the position. The term of a provisional appointment shall not be longer than six (6) months.

Reclassification - Allocation by the Personnel Officer of a position, the duties of which have changed materially so as to necessitate reclassification, to a more appropriate class.

Reduction in Pay - A temporary or permanent decrease in salary.

Regular Employee - A full time employee who has successfully completed the probationary period and has been retained as hereafter provided in these rules.

Reinstatement - The restoration without examination of a former regular employee or probationary employee to a classification in which the employee formerly served as a regular non-probationary employee.

Resignation - Voluntary termination of employment by an employee.

Salary range - Categories, which determine the minimum and maximum salary payable for each employment classification.

Salary step - A level of salary payable in each salary range.

Sick Leave - Paid leave from work that an employee may use for the following purposes:

1. Diagnosis, care, or treatment of an existing health condition of, or preventative care for the employee themselves or any of the following family members of the employee: a child of any age or dependency status; a parent; a parent-in-law; a spouse; a registered domestic partner; a grandparent; a grandchildren; or a sibling; or
2. For an employee who is a victim of domestic violence, sexual assault, stalking, or other crime in order for the employee to engage in any of the following activities: (1) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or their child; or (2) obtain medical attention or psychological counseling, services from a shelter, program or crisis center, or (3) participate in safety planning or other actions to increase safety.

Standby Duty - Assignments or circumstances which require an employee so assigned by management to

1. Be readily available at all hours by telephone or other agreed upon communications equipment, such as a beeper or radio, or by leaving a message at the employee's telephone location indicating where and how the employee can be reached;
2. Be able and ready to respond promptly to a call for service; and
3. Refrain from those activities, which might impair the employee's performance of assigned duties when called.

Supervisor - Any individual having the authority, in the interest of the City, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, or to adjust their grievances, or effectively to recommend that action, if, in connection with the foregoing, the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

Suspension - Unpaid suspension is the temporary separation from service of an employee without pay for disciplinary purposes. Paid suspension is non-disciplinary leave, wherein the employee is fully or partially relieved of duty, with pay and benefits, pending investigation of employee conduct or for other reasons deemed appropriate by City management.

Termination - The conclusion or cessation of employment with the City of Los Alamitos.

Transfer - The movement of an employee within a department or between departments from one position to another position in the same class or another class having the same maximum salary, involving the performance of similar duties and requiring substantially the same basic qualification. Transfer shall also include movement from one position to another for training purposes, to allow for underfilling a higher-level position or to avoid layoff.

Vacancy - An unfilled authorized position in the City of Los Alamitos employment.

Section 1.10 Application of Personnel Rules

These Personnel Rules shall apply to all officers, positions and employments in the Competitive Service of the City. The prohibitions in the Nepotism, Alcohol and Drug, and Workplace-Related Violence policies also apply to positions outside of the Competitive Service.

Section 1.11 Savings Clause

If any provision or the applications of any provision of this Manual, as implemented, are rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions of this Manual shall remain in full force and effect.

RULE 2 RECRUITMENT, SELECTION AND PLACEMENT

Section 2.1 Classification Plan

The Personnel Officer shall ascertain and record the duties and responsibilities of all positions in the City and shall recommend a classification plan for such positions. The classification plan shall consist of classes of positions defined by class specification, including the title. The classification plan shall be so developed and maintained that all positions substantially similar with respect to duties, responsibilities, authority, and character of work are included within the same class, and that the same schedules of compensation may be made to apply under similar working conditions to all positions in the same class.

The classification plan shall be recommended by the Personnel Officer and adopted by the City Council, and may be amended from time to time. Amendments and revisions of the plan may be suggested by any interested party and submitted to the Personnel Officer. A new position shall not be created and filled until the classification plan has been amended to provide therefor.

Section 2.2 Reclassification

Positions, the assigned duties of which have been materially changed by the City so as to necessitate reclassification, whether new or already created, may be allocated by the Personnel Officer to a more appropriate class.

Employees reclassified to a new position shall be placed at that step of the salary range in which the position is reclassified which represents a nominal five (5) percent increase in the employee's current salary. Employees reclassified to a new position having a salary range with a minimum step that is higher than a five (5) percent increase over the employee's current salary shall be placed at the minimum step of the salary range in which the position is reclassified.

Section 2.3 Vacancies

When a permanent vacancy occurs in an authorized position, the Personnel Officer may attempt to fill the vacant position with an existing City employee who is both qualified for the position and willing to accept the employment change. When the Personnel Officer deems it better not to fill the vacancy with a City employee, the Personnel Officer may fill the vacancy with a person who is not a City employee. The Personnel Officer may determine that it is in the City's best interest to leave the position vacant. This section shall not be construed to limit in any way the Personnel Officer's right to hire the most qualified person available to fill any vacancy.

Section 2.4 Personnel Requisitions

All requests for additional or replacement personnel shall be submitted to the Personnel Officer on a Personnel Action Form. The Personnel Action Form shall be completed by the initiating department and signed by the department head.

Section 2.5 Announcements

The Personnel Officer may publish announcements, which shall state the position title, salary, desired qualifications, when and where to file applications and other pertinent information. Employment standards stated in the announcement shall be those established for the class as approved by the Personnel Officer.

Announcements shall be considered published when they are posted on the City website. The Personnel Officer may publish notices of vacancies, as he/she deems appropriate in order to recruit qualified applicants.

Section 2.6 Qualification of Applicants

No person shall be employed in or appointed to any position where the position is included in the classification plan and a class specification exists establishing desired qualifications unless said person possesses in full, by the hire date, the desired qualifications or education and experience prescribed for that class, except as provided by this Manual.

Section 2.7 Submitting Applications

Applications must be received by the City not later than close of business at City Hall on the final filing date. All employment applications submitted to the City shall remain in an

active status for a period of twelve (12) months during which time applicants will be considered for employment.

Section 2.8 Incomplete Applications

Incomplete applications may be returned to the applicant with notice to amend, provided adequate time exists. Incomplete applications received after the filing period will not be given consideration for City employment.

Section 2.9 Disqualification

The Personnel Officer may disqualify an applicant or refuse to refer any person for employment for, but not limited to, the following reasons:

1. The applicant does not possess the necessary qualifications established for the position on the date of hire.
2. The applicant has been dismissed for good cause from previous employment.
3. The applicant has used or attempted to use any improper personal or political influence to further their employment with the City.
4. The applicant has practiced or attempted to practice any deception, fraud or omission of material fact in the application or interview, or in securing eligibility for employment.

Section 2.10 Offer of Employment

Offers of employment shall be extended to selected candidates by the Personnel Officer or Department Head. Employment offers for all positions shall be made in writing and shall include starting salary on an hourly, weekly or monthly basis. In no event shall an employment offer be made in terms of annual salary, which may imply a yearly contract. Employment offers may be subject to employment contingencies including, but not limited to, satisfactory medical exam, driver's license, and/or criminal background checks.

Section 2.11 Medical Examination

Offers of employment to certain positions may be made contingent upon the prospective employee satisfactorily passing a job-related medical and/or psychological examination. Such examination shall be performed by a licensed physician and/or psychologist chosen by the City without cost to the prospective employee, and shall only be required after a conditional offer of employment has been made.

Section 2.12 Criminal Background Check

After the City makes a conditional offer of employment, the Personnel Officer may then

request information about criminal convictions, except for misdemeanor marijuana-related convictions that are over two years old, or convictions that have been judicially sealed, eradicated, or expunged. Prospective employees shall then be fingerprinted using Live scan or actual fingerprint cards. Completed fingerprint cards are mailed to the Bureau of Identification of the State Department of Justice. The Department of Justice reports are addressed to and shall only be opened by the Personnel Officer or an employee so designated by the Personnel Officer.

Unless required by law, the City will not deny employment to any applicant solely because they have been convicted of a crime. The City may, however, consider the nature, date and circumstances of the offense, evidence of rehabilitation, as well as whether the offense is relevant to the duties of the position. This policy does not apply to applicants for public safety jobs.

Section 2.13 Driver's License and Satisfactory Driving Record

All applicants seeking employment with the City and who are being considered for employment with the City in a position that requires driving must provide proof of a valid California Driver's License and a copy of their driving record issued by the California Department of Motor Vehicles. If the applicant does not have a valid California Driver's License or the applicant's driving record is deemed by the Personnel Officer to be unsatisfactory, the applicant will be deemed ineligible for employment with the City.

Current employees of the City occupying positions for which driving is an essential function shall have an appropriate valid California Driver's License and a good driving record. The City of Los Alamitos is enrolled in the Department of Motor Vehicles Employer Pull Notice Program. Information regarding driving record, violations, suspended license, etc. is provided to the City on a regular basis. Employees of the City occupying positions for which driving is an essential function are required to advise the City of any change in their driver's license status immediately. In the event the employee's driver's license is revoked, suspended or expired, or the employee is uninsurable by the City, the employee will be deemed to have failed to meet a continuing essential condition of employment and shall be placed on immediate suspension. If the employee fails to regain driving privileges or insurability by the City within the period designated by the Personnel Officer or his designate, the employee will be terminated from employment with the City for failure to satisfy job requirements.

Section 2.14 Employment Oath

All employees of the City shall complete and sign the Oath or Affirmation of Allegiance for Public Officers and Employees on the first day of employment in accordance with the Constitution of the State of California.

The City Clerk, or deputized other persons, shall administer all Oaths of Allegiance. The City Clerk has the authority to deputize any person to assist with administration of the Oath. The following positions shall be deputized for the purpose of administering the Oath of Allegiance *only* and the list may be added to or changed should the needs of the City Clerk necessitate such:

- Administrative Services Manager
- Executive Assistant
- Deputy City Clerk
- Department Secretaries (Development Services, Recreation, Police)

Should an employee take the Oath of Allegiance at a ceremonial event (i.e. badge pinning), the Mayor or a family member may administer the ceremonial Oath. However, before commencing duties as a City employee, the employee will take an official Oath of Allegiance administered by the City Clerk or deputized other person.

All original signed Oaths of Allegiances shall be forwarded to the City Clerk's Office.

The City Clerk will maintain all Oaths of Office in the Vault. All designated Conflict of Interest Code filers will be filed in their respective folders. Non-filing employees will be filed together in numeric file O100-86.

Section 2.15 Identification Cards and Badges

Employee identification cards and badges shall be issued to all employees of the City. Employee identification cards are to be used by employees in conducting business on behalf of the City. Employee identifications cards are the property of the City and shall be surrendered to the City upon termination of employment and prior to receiving payment of salary due at termination. Employees shall be required to immediately report lost or stolen identification cards to the Administrative Services Department.

Section 2.16 Keys and Security Codes

Keys to City facilities and related security access codes will be issued to employees so designated by the City Manager. Keys are the property of the City and shall be surrendered to the City upon termination of employment and prior to receiving payment of salary due at termination. Employees shall be required to immediately report lost or stolen keys to the Administrative Services Department.

RULE 3 TERMS OF EMPLOYMENT

Section 3.1 Salary Schedule Adoption

Except as otherwise provided by law, officers and employees shall receive compensation as provided in the basic salary and compensation schedule adopted by the City Council of the City by resolution for the respective classifications of positions in which they are employed, in accordance with the terms of employment set forth in this Manual.

Section 3.2 Probationary Period

To ensure that new full-time employees are able to satisfy requirements of the position for which they were hired, the twelve (12) months or two thousand eighty (2080) hours worked,

whichever occurs later, shall be considered the minimum probationary period for full-time employees of the City. The probationary period is required as part of the testing process and shall be utilized for observing closely the employee's work. All probationary employees will receive a performance evaluation prior to completion of the minimum probationary period and prior to any extension of the probationary period.

During the probationary period, or any extension thereof, a probationary employee serves at the pleasure of the appointing authority, has no property right in continued employment, and is not entitled to any pre- or post-disciplinary procedural due process, evidentiary appeal, or recourse to the grievance procedure. The probationary period may be extended for a maximum of six (6) calendar months or one thousand forty (1040) hours worked, whichever occurs later, subject to the approval of the Personnel Officer.

Full-time employees promoted or transferred to another position in the City, shall be considered probationary employees during the first twelve (12) months or two thousand eighty (2080) hours worked, whichever occurs later, in the new position. Employees should be evaluated at least twice during the probationary period - at six months and before the end of the twelfth month of the probationary period. Employees failing to perform satisfactorily in the newly assigned position may be rejected and returned to their former position or to a position requiring similar skill and in a similar pay grade without any pre- or post-disciplinary procedural due process, evidentiary appeal, or recourse to the grievance procedure.

Section 3.3 Promotion

It is the policy of the City to fill authorized position vacancies with the most qualified individual available and to provide promotional opportunities for qualified employees. For the purpose of this policy, promotion shall be defined as movement to a higher classification in the salary schedule. Employees interested in promotion to a position vacancy for which they are qualified shall submit an employment application to the Personnel Officer. Employees who have not yet successfully completed the probationary period for their current position are not eligible for promotional consideration for a position being advertised only to City employees.

Employees promoted to a new position shall be placed at that step of the salary range in which the position is classified which represents a nominal five (5) percent increase in the employee's current salary. Employees promoted to a new position having a salary range with a minimum step higher than a five (5) percent increase over the employee's current salary shall be placed at the minimum step of the salary range in which the position is classified.

Employees appointed to an "acting" position shall not acquire probationary or permanent status or rights, and time spent in an "acting" position shall not be counted towards the probationary period if the employee is subsequently appointed to the position.

Promotional offers shall be extended to selected candidates by the Personnel Officer or Department head. Employment offers for all promotional positions shall be made in accordance with Section 2.10 of this Personnel Policies and Procedures Manual.

Section 3.4 Transfer

Request for transfer to another type of work or department will be normally considered only after successful completion of the probationary period. No person shall be transferred to a position for which that person does not possess the minimum qualifications. Employees requesting a transfer shall submit a memorandum to the Personnel Officer detailing the request for transfer and reasons for the request. Upon receipt of the transfer request, the Personnel Officer will notify the employee's supervisor and/or department head. Job performance, qualification and attendance shall be evaluated to ensure the most effective use of the employee's capabilities in evaluating the transfer request. If the transfer involves a change from one department to another, both department heads must consent thereto unless the City Manager orders the transfer. The City may initiate employee transfers when the transfer is in the best interest of the City.

Section 3.5 Demotion

Employees demoted at their own request shall be placed at the closest step below their salary range. If the employee fails to perform satisfactorily during the probationary period, the employee may be discharged in accordance with the employee termination policy.

The City may demote an employee whose ability to perform the required duties falls below standard or for disciplinary purposes to a step determined by the Personnel Officer. No employee shall be demoted to a position for which the employee does not possess the minimum qualifications.

Section 3.6 Suspension

The City Manager may suspend an employee from a position at any time for a disciplinary purpose. Suspension without pay shall not exceed thirty (30) calendar days, nor shall any employee be penalized by suspension for more than thirty (30) calendar days in any fiscal year. Department heads may suspend a subordinate employee for not more than thirty-six (36) hours at any one time, and not more than once in a thirty (30) calendar day period. Suspension shall be reported immediately to the Personnel Officer and shall be taken in accordance with Rule 5 hereof. Employees who are exempt from FLSA overtime will only be suspended as authorized by the FLSA.

Section 3.7 Reinstatement

Employees who have resigned from City employment may be eligible for reinstatement to their former position or to a position requiring similar skill and in a similar pay grade providing all of the following criteria are met:

1. There is a vacancy in the position for which the employee seeks reinstatement.
2. The request for reinstatement is received within two (2) years from the date

the employee resigned.

3. If applicable, the former employee meets the medical requirements for the position and is certified by a City retained physician to be able to perform the essential functions of the job, with or without reasonable accommodation, and without risk to the health or safety of others.
4. Performance evaluations at the time of resignation were satisfactory.
5. The former employee provided at least two (2) weeks notice upon resignation.
6. The Personnel Officer approves the reinstatement request prior to the appointment.

Former employees shall have no right to reinstatement and such reinstatement shall be at the sole discretion of the City. The City reserves the right to consider the restoration of salary, seniority and other employee benefits on an individual basis and the same shall be restored at the sole discretion of the City Manager. Reinstated employees shall be required to complete a probationary period, the length of which shall be determined by the City Manager.

Section 3.8 Termination

Employees may be rejected without cause and without right to any pre- or post-disciplinary procedural due process, evidentiary appeal, or recourse to the grievance procedure at any time during the probationary period (including during an approved extension of an employee's initial probationary period.) Rejections occurring during the probationary period shall be initiated by the appropriate department head and approved by the Personnel Officer and City Manager prior to notifying the employee of termination action. Rejected probationary employees shall forfeit all employee benefits except accrued vacation and benefits accrued under the Public Employees' Retirement System, if any. Rejected probationary employees shall receive payments due on the final day of employment.

The City may discharge regular employees for cause, including, but not limited to, inadequate job performance. All employees of the City shall be discharged in accordance with applicable provisions of the Personnel Ordinance or this Manual. Employees discharged in accordance with this Manual shall forfeit all employee benefits except accrued vacation and benefits accrued under the Public Employees' Retirement System and benefits to which the employee is statutorily entitled, if any. Discharged employees shall receive a final paycheck on the payday following the final day of employment.

Section 3.9 Orientation

An employee designated by the Personnel Officer will provide a brief orientation to each new employee of the City. The orientation will address issues such as hours of work, rest periods, salary, benefits, probationary period, performance evaluation, position descriptions, attendance, drug abuse policy, smoking policy, sick leave, vacation, overtime, and other basic personnel issues as directed by the Personnel Officer.

The employee's immediate supervisor will provide the employee with a thorough orientation including, but not limited to, the following:

1. Outline current and long-range departmental objectives.
2. Review the organization of the department and the names of key department personnel.
3. Review department procedures.
4. Explain hours of work, time reporting, lunch and break periods, absence reporting and other City policies.
5. Define work assignments, objectives and responsibilities.
6. Set measurable performance goals with the employee.
7. Conduct a tour of City facilities including rest rooms and parking facilities.
8. Upon completion of the orientation, employee shall sign a statement which states they have received such orientation and which enumerates the topics covered and documents received during the orientation.

Section 3.10 Attendance

Employees shall be in attendance at their work station or other assigned work location in accordance with the rules regarding hours of work, holidays, and leaves. All departments shall keep daily attendance records of employees, which shall be reported to payroll on the appropriate form. Absence without authorization shall be cause for discipline, up to and including discharge.

Employees shall make every effort to schedule personal appointments outside their working hours. The City will maintain records of employee attendance to identify critical and chronic attendance problems. Employee attendance will be reviewed and evaluated during the employee's annual performance evaluation.

Section 3.11 Nepotism/Fraternization

This rule applies to all employees of the City, both in and outside of the competitive service.

In order to assure efficiency in implementing policies of the City, it is necessary to restrict the employment of relatives/spouses of elected and appointed officers of the City and of relatives/spouses of municipal employees. Relatives/spouses of elected and appointed officials, and relatives/spouses of employees shall not be employed in the same department of the City where such employment would be detrimental to the supervision, safety, security or morale of the department or the City, as determined by the City Manager, nor shall any

employee be placed in a position which exercises supervisory authority over a relative/spouse.

For purposes of this rule, “relative” means child, step-child, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, or in-laws of those enumerated by marriage or domestic partnership. “Spouse” means one of two persons to a marriage, or two people who are registered domestic partners, as those terms are defined by state law.

While the City does not prohibit romantic and/or dating relationships among employees, it regulates the placement of employees in such relationships so as to avoid conflicts of interest and promote safety, security, supervision, and morale. Any employee who enters into a romantic and/or dating relationship with another employee should notify Human Resources as soon as possible.

Section 3.12 Compensation

The Personnel Officer or a designated representative shall be responsible for preparing and maintaining an employee classification plan for the City of Los Alamitos. The employee classification plan shall be approved by the City Council of the City.

New employees of the City shall be hired at the minimum step (A step) of the salary range in which the position is classified. In the event a potential employee possesses extraordinary skill, training or ability, or where exceptional recruitment difficulties are encountered, employment offers may be made at a higher rate whenever such would be in the City's best interest. Offers of employment over the minimum of the salary range shall require the approval of the City Manager.

Individuals hired at the minimum step of the salary range shall be eligible for a salary step increase upon completion of the probationary period or any extension thereof, unless a different time period is approved by the City Manager. A completed performance evaluation with a satisfactory or higher rating shall be required for all salary step recommendations.

Individuals hired at other than the minimum step of the salary range shall be eligible for a salary step increase upon completion of the probationary period or any extension thereof, unless a different time period is approved by the City Manager. A completed performance evaluation with a satisfactory or higher rating shall be required for all salary step recommendations.

Section 3.13 Performance Evaluations

It is the policy of the City of Los Alamitos to evaluate employee performance on a regularly scheduled basis. The performance evaluation shall normally be conducted by the employee's immediate supervisor and shall be discussed with the employee. The employee's immediate supervisor shall carefully consider each item of the performance evaluation in relation to the duties outlined in the employee's position description.

A performance evaluation shall be completed prior to the completion of a probationary period, including, prior to the completion of any extended probationary period and prior to the completion of the promotional probationary period of a regular employee or any extension thereof. For new full-time probationary employees, performance evaluations shall also be completed after the first six (6) months of employment. It is the supervisor's responsibility to assure that the performance evaluation is completed and returned to the Personnel Officer for review prior to the completion of the probationary period.

A performance evaluation shall be completed on at least an annual basis for regular employees. It is the supervisor's responsibility to assure that the performance evaluation is completed and returned to the Personnel Officer for review prior to the employee's anniversary date. Special evaluations, as needed, may be given.

Section 3.14 Higher Classification Differential

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

Section 3.15 Rest Periods

Employees of the City shall be eligible to receive one compensated rest period of fifteen (15) minutes in any four (4) consecutive hours of work. The employee's immediate supervisor shall coordinate the scheduling of the rest period. Rest periods may not be combined to shorten the workday or to extend the meal period.

Section 3.16 Lactation Breaks and Accommodation

The City will provide a reasonable amount of break time to accommodate any employee desiring to express breast milk for the employee's infant child each time the employee has a need to express milk. The break time shall, if possible, run concurrently with any break time already provided to the employee. If the employee takes lactation breaks at times other than their provided break times, then the lactation break shall be unpaid or the employee may choose to use accrued leave.

Those desiring to take a lactation break at times other than their provided break times must notify a supervisor prior to taking such a break. Breaks may be reasonably delayed if they would seriously disrupt operations. Once a lactation break has been approved, the break should not be interrupted except for emergency or exigent circumstances.

The City will provide a room or other appropriate location in close proximity to the employee's worksite that is not in a bathroom to express milk in private. The room or location will meet the following requirements:

- (a) Be shielded from view and free from intrusion while being used to express milk;
- (b) Be safe, clean, and free of hazardous materials;

- (c) Contain a surface on which to place a breast pump and personal items;
- (d) Contain a place to sit; and
- (e) Have access to electricity needed to operate an electric battery-powered breast pump.

An employee occupying such private area shall either secure the door or otherwise make it clear to others through signage that the area is occupied and should not be disturbed. All other employees should avoid interrupting an employee during an authorized break under this section, except to announce an emergency or other urgent circumstance.

The City will provide access to a sink with running water and a refrigerator, or other cooling device, suitable for storing milk, in close proximity to the employee's work area.

An employee may make a request for lactation accommodation, either orally or in writing, to the Personnel Officer.

Following receipt of a request for lactation accommodation, the City will provide a timely written response to the employee in which the City will indicate if it is unable to provide the requested break time or a requested location for the purposes of expressing breast milk.

An employee who does not believe that the City is providing an appropriate lactation accommodation should immediately inform the Personnel Officer.

An employee who does not believe that the City is providing an appropriate lactation accommodation as required by state law has the right to file a complaint with the California Division of Labor Standards Enforcement/Labor Commissioner.

Section 3.17 Notice of Resignation

Employees who wish to voluntarily terminate employment with the City shall provide a minimum of two (2) weeks written notice to their immediate supervisor. Supervisors shall provide a minimum of twenty-one (21) days written notice to their Department Head. The written resignation shall be considered accepted by the City immediately upon submission by the employee and shall be forwarded to the Administrative Services Department for processing. Requests to revoke a resignation shall be determined in the sole discretion of the City Manager. Any employee failing to provide the City with the minimum written notice required in this section shall be ineligible for consideration for future employment with the City, unless the notice is waived by the Personnel Officer for good cause.

Section 3.18 Death of Employee

In the event of a death of the City employee, payment of all earned wages due shall be in accordance with applicable laws.

Section 3.19 Political Activity

Political activities of officers and employees of the City while on duty and/or on the premises

of the City are prohibited. In accordance with the California Government Code the following shall be prohibited.

1. Except as provided hereafter, an officer or employee of the City shall not, directly or indirectly, solicit a political contribution from an officer or employee of the City or a person on an employment list of the City, unless the solicitation is part of a solicitation made to a significant segment of the public which may include officers or employees of the City (Government Code Section 3205)
2. No officer or employee of the City shall participate in political activities of any kind while in a City uniform or other City-issued clothing. (Government Code Section 3206)
3. No officer or employee of the City shall engage in political activity during working hours or on City property. (Government Code Section 3207)

City employees or officers, either during the working hours of its officers and employees or in City offices, may not solicit or receive political funds or contributions to promote the passage or defeat of any ballot measure that would affect working conditions. (Government Code Section 3209)

Section 3.20 Voting

The City of Los Alamitos encourages eligible employees to register and vote in all Federal, State and Local elections. Employees of the City are expected to vote prior to or following their assigned working hours. However, the City will consider time off with pay to participate in Federal, State and Local elections in certain circumstances.

Employees having two (2) or more consecutive non-working hours following the opening or preceding the close of polls will not be granted time off with pay to vote. Employees having less than two (2) consecutive non-working hours following the opening or preceding the close of polls may be granted sufficient time off with pay to vote.

In order to receive paid time off to vote, the employee must provide a written request for such time and must obtain written approval from the employee's department head. Requests must be made in writing and must be received at least three (3) days prior to Election Day. The Personnel Officer shall be notified prior to approval of paid time off for voting. In no event shall an employee receive more than two (2) hours paid absence for the purpose of voting. Voting time with pay shall be taken immediately prior to the beginning or the completion of the employee's scheduled workday. Paid absence for the purpose of voting shall be in accordance with Section 14400 of the California Elections Code.

Section 3.21 Alcohol and Drug Policy

It is policy of the City of Los Alamitos to prohibit its employees from using alcohol or drugs in connection with their employment, as it constitutes a threat to the safe and efficient performance of our public service.

With this in mind, the City has established the following policy with regard to use, being under the influence, possession, distribution or manufacture of alcohol or drugs.

This policy applies to all employees of the City, both in and outside of the competitive service.

Violation of this policy can result in disciplinary action, up to and including discharge, even for a first offense. Further, the City reserves the right to discipline employees, up to and including discharge, for conviction of an offense which involves the use, distribution, or possession of illegal drugs.

I. Testing

A. Pre-Employment Screening

The City will maintain pre-employment screening practices designed to prevent hiring individuals who use illegal drugs or individuals whose use of legal drugs or alcohol indicates a potential for impaired or unsafe job performance. If the applicant is under age 18, a consent form must be signed by the parent or guardian.

Some offers of employment extended by the City shall be contingent upon the applicant submitting to and passing a fitness for duty examination which shall include testing for the use of drugs and alcohol. Applicants who refuse to sign a consent form permitting testing or the release of test results to the City will not be hired/rehired.

The City will use an outside laboratory to perform all testing.

Applicants whose test results are positive for use of un-prescribed controlled substances or alcohol intoxication will be deemed to have failed the pre-employment physical examination and will not be hired/rehired. Applicants whose test results indicate abuse of lawfully prescribed drugs, likewise, will be deemed to have failed the pre-employment physical examination and will not be hired/rehired.

B. Reasonable Suspicion Drug and Alcohol Screening

The City may require a blood test, urinalysis, or other drug, and/or alcohol screening of those persons reasonably suspected of using or being under the influence of a drug or alcohol at work or when on standby duty. An employee's consent to submit to such a test is required as a condition of employment and the employee's refusal to consent may result in disciplinary action, up to and including termination for even a first refusal or any subsequent refusal. "Reasonable suspicion" to test exists if, based on objective factors, a reasonable person would believe that the employee is under the influence of drugs or alcohol at work. Examples of objective factors, include, but are not limited to: unusual behavior, slurred or altered speech, body odor, red or watery eyes, unkempt appearance, unsteady gait, lack of coordination, sleeping on the job, a pattern of abnormal or erratic behavior, a verbal or physical altercation, puncture marks or sores on skin, runny nose, dry mouth, dilated or constricted pupils, agitation, hostility, confused or incoherent behavior, paranoia, euphoria,

disorientation, inappropriate wearing of sunglasses, tremors, or other evidence of recent drug or alcohol use. If the City reasonably suspects in good faith that drugs or alcohol may have played a role in an accident involving City property or equipment, that will also constitute reasonable suspicion.

II. Prohibited Conduct

A. Alcohol

Use or being under the influence of alcohol by any employee while performing City business, while on City property, or while on standby is prohibited.

B. Legally-Obtained Prescription/Over the Counter Drugs

Use of or being under the influence of any legally-obtained prescription or over the counter drug by any employee while performing City business, while on City property, or while on standby is prohibited to the extent such use or influence may affect the safety of the employee, co-workers, members of the public, the employee's job performance, or the safe or efficient operation of City business. An employee may continue to work, even though under the influence of a legally-obtained prescription or over the counter drug, if management has determined, after consulting with competent medical authority, that the employee does not pose a threat to his or her own safety or the safety of co-workers and that the employee's job performance is not significantly impaired by the legal drug. Otherwise, the employee may be required to take a leave of absence or comply with other appropriate action as determined by the City.

C. Illegal Drugs and Narcotics

The use, being under the influence of, manufacture, distribution, purchase, transfer or possession of an illegal drug or narcotic (including marijuana) by an employee while on City property, while performing City business or while on standby is prohibited. For purposes of this policy, the term "illegal drug" includes prescribed drugs that are not being used for prescribed purposes.

III. Employee Reporting Requirements

A. Legally Obtained Prescription/Over the Counter Drugs

In some cases, an employee's use of a legally obtained prescription or over the counter drug can pose a significant risk to the safety of the employee or others. Employees who feel, or have been informed that the use of a legally obtained prescription or over the counter drug may present a safety risk, are to report their use of such a drug to their immediate supervisor. The employee need not identify the drug taken or the reasons for taking it to the supervisor, and will be referred to the employee's physician and/or City physician for follow-up to determine if the employee is fit to perform while taking the drug.

Employees who suspect that a fellow employee or others have used, are in possession of, or are under the influence of alcohol or drugs must report their suspicions to their immediate supervisor for further investigation and appropriate action.

B. Illegal Drugs or Narcotics

Employee use of an illegal drug or narcotic poses a significant risk to the safety of the employee or others. Employees who have been informed or suspect that a fellow employee has used, is in possession of, or is under the influence of an illegal drug or narcotic must report such suspicion to his/her immediate supervisor for further investigation and appropriate action.

C. Conviction for Violating Criminal Drug Statute in Workplace

As discussed further below in Section 5, any employee convicted of violating a criminal drug statute in this workplace must inform the City of such conviction (including pleas of guilty and nolo contendere) within five (5) days of the conviction occurring.

IV. Searches

The City reserves the right to search lockers, storage areas, furniture, City vehicles and other places under the common control of the City and employees, and to enlist the assistance of law enforcement personnel in connection with the enforcement of this policy.

V. Drug-free Workplace Designation

Any location at which City business is conducted is designated as a drug-free workplace. All employees of the City are absolutely prohibited from unlawfully manufacturing, distributing, dispensing, possessing or using controlled substances in the workplace.

The City of Los Alamitos shall implement an education program for all employees on the dangers of drug abuse in the workplace. Additionally, the City will provide training to assist in identifying and addressing illegal drug use by employees.

Any employee convicted of violating a criminal drug statute in this workplace must inform the City of such conviction (including pleas of guilty and nolo contendere) within **five (5) days of the conviction occurring**. Failure to inform the City shall result in disciplinary action up to and including **termination for the first offense**. By law, the City will notify the federal contracting officer within ten (10) days of receiving such notice from an employee or otherwise receiving notice of such a conviction.

The City reserves the right to offer employees convicted of violating a criminal drug statute in the workplace, or otherwise in violation of the policy, participation in an approved rehabilitation or drug-abuse assistance program as an alternative to discipline or in combination with discipline. If such a program is offered, and accepted by the employee, then the employee must satisfactorily participate in the program, as a condition of continued employment. The employee may also be asked to sign a Last Chance Agreement, setting forth additional terms and conditions of continued employment.

All employees of the City shall be required to acknowledge that they have read this policy and agree to abide by it in all respects. By law, this acknowledgment and agreement are required as a condition of continued employment.

Section 3.23 Safety

It is the policy of the City to maintain an active safety program designed to eliminate occupational related illness and injury among City employees. Each employee of the City shall be required to observe all City and departmental health and safety procedures.

Each employee of the City shall receive a copy of the City's safety policies and shall be responsible for complying with said policies. Failure to observe City safety policies shall result in disciplinary action in accordance with this Manual.

Section 3.24 Workplace-Related Violence

This policy applies to all employees of the City, both in and outside of the competitive service.

The City has zero tolerance for any conduct that references workplace violence, even if it was intended to be harmless, humorous, a prank, blowing off steam, or venting. Thus, any act or threat of workplace-related violence against a co-worker, customer, or any other individual will lead to discipline, up to and including termination of employment, depending on the nature and severity of the employee's conduct.

“Workplace related violence” is defined as any conduct that causes an individual to reasonably fear for their personal safety or the safety of their family, friends, and/or property. Specific examples of workplace related violence include, but are not limited to:

- Physical assaults (such as striking, punching, or slapping another person);
- Grabbing, pinching, or touching another person in an unwanted way whether sexually or otherwise;
- Verbal abuse or threats (oral or in writing);
- Fighting, challenging another person to fight, or participating in dangerous or threatening horseplay;
- Physical gestures or other actions intended to threaten, intimidate, or coerce another person;
- Harassing or threatening phone calls or text messages;
- The destruction, threat of destruction, or sabotage of City equipment or property or of another employee’s property;
- Bomb threats or similar activities;

- Menacing or inappropriately aggressive behavior towards another person;
- Surveillance;
- Stalking;
- Possession of an unauthorized weapon.

These rules apply at any time an employee is on duty, on City premises (including parking lots), or otherwise acting in connection to the employee's employment with the City.

In addition to taking disciplinary action against an employee engaging in prohibited conduct under this policy, the City will take aggressive legal action against any employee that engages in workplace-related violence or constitutes a threat of workplace-related violence.

Any employee who feels that he or she has been the victim of workplace-related violence or threat of workplace-related violence is expected to report such to the employee's supervisor or any other supervisory or management employee immediately. Further, any employee who has knowledge of an incident of workplace-related violence or a threat of workplace-related violence must report such to his or her immediate supervisor or any other supervisory or management employee immediately.

RULE 4 EMPLOYEE BENEFITS

Except as otherwise provided herein, employee benefits are set forth in applicable memoranda of understanding for represented employees and in applicable salary resolutions for unrepresented employees.

Section 4.1 Workers' Compensation

Workers' Compensation insurance coverage is provided for all employees of the City. In some cases, a three-day waiting period applies before an employee begins receiving Workers' Compensation benefits. In that case, the employee's accrued sick or vacation leave will be charged for those three days.

Once the employee has begun receiving Workers' Compensation benefits, and only when the employee authorizes, the difference between the amount granted pursuant to such Workers' Compensation and the employee's regular pay will be deducted from the employee's accumulated sick leave, vacation, personal holidays, and compensatory time, if any. It is the desire of the City to provide full benefits to the employee whenever possible, however, in no event shall the employee receive more benefit than they would normally receive had the injury not occurred.

Sworn peace officers shall be eligible for benefits in accordance with the provisions of California Labor Code Section 4850 in relation to occupational illness or injury.

Section 4.2 Sick Leave Donation Policy

1. Sick leave may be donated to a regular employee whose absence is in accordance with approved uses of sick leave, who has exhausted their sick leave accruals and is no longer accruing hours. Sick leave may also be donated for employees who are caring for an immediate family member (as defined in Section 1.9).

2. Procedure. To donate sick leave for a specified regular employee, the donor must provide required information, including the number of hours donated and the employee's name to whom the donation is being made.

The hours will be deducted from the donor's sick leave balance, converted to dollars (exclusive of any assignment, differential or other non-base pay) and used to compensate the donee at the donee's regular base rate of pay.

Donations will be listed in the order in which they are received by the Administrative Services Department. Each pay period, a sufficient number of donor hours will be converted and used to compensate the donee.

3. Eligibility for Donations

a. Must have (or an immediate family member must have) an illness or injury that will require the employee to be on approved leave of absence without pay.

b. Must have exhausted all accrued sick leave and vacation leave. Employees who have exhausted all accrued sick leave and vacation leave shall be placed on an unpaid leave status. Benefits including but not limited to sick leave and vacation accruals, health benefits, deferred compensation and administrative leave are not paid and do not accrue effective the first day of the month following the last day active on the payroll. Donated sick leave shall not change an employee's status to a paid leave status. Therefore, benefits shall not accrue or be paid while using donated sick leave.

c. Must submit a written medical statement from the employee's or immediate family member's attending health care practitioner, which will be submitted through the Department Head for approval by the Personnel Officer or designee.

4. Donor Guidelines

a. All donations are voluntary.

b. Donations must be a minimum of eight (8) hour increments.

c. Each donor may donate no more than sixteen (16) hours of their sick leave per fiscal year.

- d. After any donation, the donor's sick leave balance must be at least 240 hours.
- e. No more than four (4) weeks of total leave may be donated to an individual employee per occurrence.
- f. Donated hours are irrevocable unless the receiving employee should leave City employment or return to duty prior to using all of the donated time. In that event, the remaining hours will be returned to the donor(s).

Section 4.3 Military Leave

Military leave shall be granted in accordance with the provisions of federal and state law. An employee requesting leave for this purpose shall promptly provide the Department Head with a copy of the military orders specifying the dates, site and purpose of the activity or mission. Within the limits of such orders, the Department Head may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

Section 4.4 Family/Medical and Pregnancy Disability Leave/Transfer Policy

Under the Federal Family and Medical Leave Act of 1993 ("FMLA") and the California Family Rights Act of 1993 ("CFRA"), if an employee with at least 12 months of service with the City, who has worked at least 1,250 hours in the past 12-months and (for FMLA leave eligibility only) the City directly employs at least 50 full or part-time employees within a 75-mile radius for each working day during each of 20 or more calendar workweeks in the current or preceding calendar year,, they may have a right to FMLA and/or CFRA leave. If eligible for such leave, the employee may be entitled to take up to 12 workweeks of unpaid, job protected leave in a 12-month period for the birth, adoption, or foster care placement of the employee's child; for the employee's own serious health condition or to care for the employee's child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling; or for a variety of "qualifying exigencies" arising out of the fact that an employee's spouse, son, daughter, parent, or domestic partner is on active military duty in the United States Armed Forces or call to active military duty status. The employee may also be entitled to 26 workweeks of unpaid, job protected leave in a 12-month period to care for a covered service member. At either the employee's or the City's option, certain kinds of paid and unpaid leave may be substituted/run concurrently with family leave.

Even if an employee is not eligible for FMLA and/or CFRA leave, if disabled by pregnancy, childbirth or related medical conditions, the employee is entitled to take an unpaid pregnancy disability leave ("PDL") of up to four months, and/or be provided a transfer to an available position. If the employee is also FMLA/CFRA-eligible, the employee has certain rights to take BOTH a PDL/FMLA leave and a CFRA leave in connection with the birth of the employee's child.

When medically necessary, leave may be taken on an intermittent or a reduced work schedule. If the employee is taking CFRA leave following the birth, adoption or foster care placement of

a child, the basic minimum duration for such leave is two weeks (though an employee is entitled to leave for one of these purposes, such as bonding with a newborn, for less than two weeks duration on any two occasions), and the employee must conclude the leave within one year of the birth, or placement for adoption or foster care.

If possible, the employee must provide at least 30 days advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for the employee or of a family member). For events which are unforeseeable the employee must notify the City, at least verbally, as soon as he or she learns of the need for the leave. Failure to comply with these notice requirements is grounds for and may result in deferral of the requested leave.

The City may require certification from the employee's health care provider before allowing a leave for pregnancy or the employee's own serious health condition, or certification from the health care provider of the employee's family member who has a serious health condition, before allowing leave to take care of that family member. If the City has a good faith, objective reason to doubt the validity of a certification for the employee's serious health condition, the City may require second or third opinions (at City expense).

As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform their job, the employee must obtain and present a fitness-for-duty certification from the health care provider stating that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement.

Where the FMLA and/or CFRA apply, the City will continue group health plan coverage (if any) for up to a maximum of 12 weeks in any 12-month period under the same terms and conditions as applied prior to the leave of absence. If the employee is disabled by pregnancy, coverage will continue up to four months each leave year. If an employee disabled by pregnancy also uses leave under the CFRA for baby-bonding, the City will maintain coverage while the employee is disabled by pregnancy (up to four months or 17 1/3 weeks) and during the employee's CFRA leave (up to 12 weeks). Upon return from leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

For more information and/or a copy of the City's detailed policies regarding family and medical leave and/or pregnancy disability leave, please contact the Administrative Services Department.

Section 4.5 School or Licensed Day Care Activity Leave

Any employee who is a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to one or more children who are in kindergarten or grades 1 through 12, or who are in a licensed child care facility, shall be allowed up to 40 hours each school year, not to exceed eight hours in any calendar month of the school year, to: participate in activities of their child's school or licensed child care facility; find, enroll, or reenroll a child in a school or with a licensed child care provider; or to pick up a child due to a child care provider or school emergency. The employee must provide reasonable advance notice to their supervisor of the planned absence. The leave is unpaid unless the employee uses vacation, personal leave or compensatory time off. The employee must provide documentation from the school or licensed child care facility as

verification that the employee participated in school or child care facility activities on a specific date and at a particular time. If both parents, guardians or grandparents having custody work for the City of Los Alamitos at the same City work site, only the first parent requesting will be entitled to leave under this provision.

Section 4.6 Child Suspension Leave

Any employee who is the parent or guardian of a child in grades 1 through 12 may take time off to go to the child's school in response to a request from the child's school, if the employee gives advance notice to their supervisor. A school has the authority to request that the parent attend the child's school if the child has: committed any obscene act; habitually used profanity or vulgarity; disrupted school activities; or otherwise willfully defied the valid authority of school personnel.

Section 4.7 Jury Duty Leave/Subpoenaed or Court-Ordered Witness Leave

Any employee who is summoned to serve on a jury, or subpoenaed or ordered to be a witness, must notify their supervisor or Department Head as soon as possible. Any employee who is released from jury service prior to the end of their scheduled work hours must report to work unless otherwise authorized by their supervisor.

Overtime-Eligible Employees

All overtime-eligible employees will be paid for actual work hours missed because of time spent in jury service or court. The time spent on jury duty is not work time for purposes of calculating overtime compensation. The City will offset from pay the amount the employee receives from the Court for jury fees.

Overtime-Exempt Employees

All FLSA-exempt employees will continue to receive their normal salary while on jury duty or as serving as a witness only for any workweek in which they perform any work duties. The City will offset the amount from pay the employee receives from the Court for jury fees.

Section 4.8 Other Court or Administrative Proceeding Appearances

Regarding City Duties

Any employee who is subpoenaed to appear in court in a matter regarding an event or transaction in the course of their City job duties, must give their supervisor as much advance notice as is possible. The City will determine whether the matter involves an event or transaction in the course of the employee's City job duties. If so, this leave to appear in court will be without loss of compensation, and the time spent will be considered work time. The City will offset the amount from pay the employee receives for witness fees.

Regarding Employee-Initiated Proceedings

Any employee who is subpoenaed to appear, or appears in court because of civil or administrative proceedings that they initiated, is not entitled to receive compensation for time spent related to

those proceedings. An employee may request to receive time off without pay, or may use any accrued leave other than sick leave for time spent related to those proceedings. The time spent in these proceedings is not considered work time. Notwithstanding the above, an employee who is testifying or appearing as the designated representative in PERB conferences or hearings, or at a personnel or merit commission is entitled to paid release time.

Regarding Crime Victim/Victim Family Member Court Attendance Leave

Any employee who is a victim of a crime may take leave from work to attend judicial proceedings related to that crime, if the employee provides the City notice of the scheduled proceeding in advance. If advance notice is not feasible, the employee must provide the City, within a reasonable time after the leave is taken, documentation from the District Attorney, victim's rights office, or court/governing agency that shows that the judicial proceeding occurred when the leave was used. An employee who is an immediate family member of such a crime victim, including: a registered domestic partner; the child of the registered domestic partner; spouse; child; stepchild; brother; stepbrother; sister; stepsister; mother; stepmother; father; or stepfather of the crime victim is also entitled to leave from work to attend judicial proceedings relating to that crime. The leave is unpaid unless the employee elects to use accrued vacation, sick, or other paid leave, or compensatory time off.

Regarding Crime Victim/Family Member Victims' Rights Proceedings Leave

Any employee who is a victim of a crime listed in Labor Code section 230.5(a)(2)(A), may take leave from work to appear in court to be heard at any proceeding in which the right of the victim is at issue, if the employee provides the employer reasonable advance notice. If advance notice is not feasible, the employee must provide the City, within a reasonable time after the leave is taken, certification from a police report, a district attorney or court, or from a health care provider or victim advocate, that the employee was a victim of any of the crimes listed in Labor Code section 230.5(a)(2)(A). An employee who is a spouse, parent, child, sibling, or guardian of such a crime victim is also a victim who is entitled to this leave if the above notice or certification requirements are met. The leave is unpaid unless the employee elects to use accrued vacation or paid leave, or compensatory time off.

Leave for Victims of Domestic Violence, Sexual Assault, Stalking or Other Crimes to Obtain Restraining Orders or Injunctive Relief

Any employee who is a victim of domestic violence, sexual assault, stalking, or other crime may take leave from work to obtain or attempt to obtain any relief, including, but not limited to: a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or their child, if the employee provides advance notice of the need for leave. If advance notice is not feasible, the employee must provide any of the following certifications within a reasonable time after the leave: a police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse. The leave is unpaid unless the employee elects to use Healthy Workplace Healthy Family Act of 2014 sick leave, accrued vacation or paid leave, or compensatory time off.

Leave for Victims of Domestic Violence, Sexual Assault, Stalking or Other Crimes to Obtain Medical Attention or Counseling or Safety Planning

Any employee who is a victim of domestic violence, sexual assault, stalking, or other crime, may take leave from work to attend to any of the following: obtaining medical attention or psychological counseling; obtaining services from a shelter, program or crisis center; or participating in safety planning or other actions to increase safety, if the employee provides advance notice of the employee's intention to take time off for these purposes. If advance notice is not feasible, the employee must provide any of the following to the City within a reasonable time after the leave: a police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse. The leave is unpaid unless the employee elects to use Healthy Workplace Healthy Family Act of 2014 sick leave, accrued vacation or personal leave, or compensatory time off.

Section 4.9 Leave of Absence Without Pay

The Personnel Officer, in his/her unrestricted discretion, may grant a regular or probationary employee leave of absence without pay or seniority not to exceed three (3) months. After three (3) months, the leave of absence may be extended if so authorized. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, and the approval will be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted. An employee on leave who fails to report promptly at its expiration shall be deemed to have resigned City employment.

Department heads may grant a regular or probationary employee leave of absence without pay for a period not to exceed one calendar week. Such leaves shall be reported to the Personnel Officer prior to approval. Under normal circumstances, personal leave of absence shall be granted only after an employee has exhausted all vacation entitlement.

All employees placed on approved leave of absence status without pay, shall not accrue credited service for salary review, vacation, and illness and injury leave purposes for the duration of the leave of absence without pay. Probationary periods and eligibility for salary review, vacation and sick leave accrual shall be extended by the number of days an employee has been on approved leave of absence without pay. Employees placed on approved leave of absence without pay shall be responsible for all health insurance premiums, life insurance premiums, long-term disability premiums and other monthly benefit payments as prescribed by the Personnel Officer.

Section 4.10 Unauthorized Leave of Absence

Any employee who is absent without prior authorization and without notification for three (3) consecutive working days shall be considered to have resigned from their position with the City by reason of abandonment. An unauthorized leave of absence during part of a day constitutes an unauthorized absence for the entire day.

The employee will be given written notice, at their address of record, of the circumstances of the job abandonment, and an opportunity to provide an explanation for the employee's unauthorized absence. An employee who promptly responds to the agency's written notice, within the timeframe set forth in the written notice, can arrange for an appointment with the Personnel Officer before final action is taken, to explain the unauthorized absence and failure of notification. An employee separated for job abandonment will be reinstated upon proof of justification for such absence, such as severe accident, severe illness, false arrest, or mental or physical impairment which prevented notification. No employee separated for job abandonment has the right to a post-separation appeal.

Nothing, in this section shall limit the City Manager's authority to discipline or dismiss an employee due to an unauthorized absence.

RULE 5 EMPLOYEE CONDUCT AND DISCIPLINE

Section 5.1 Procedure

Discipline shall be administered in a fair and consistent manner and without regard to race, creed, color, religion, age, sex, national origin, ancestry, physical or mental disability, sexual orientation, gender identity, or any other basis protected by law.

Section 5.2 Just Cause

Disciplinary action, up to and including discharge, may be imposed for just cause.

Section 5.3 Major Discipline

A. Pre-disciplinary hearings:

Prior to the imposition of a major disciplinary action, which shall include, but is not limited to, an unpaid suspension, demotion, reduction in pay equivalent to an unpaid suspension, or discharge, all regular employees shall be presented with a written Notice of Proposed Disciplinary Action informing the employee as to his/her right to a pre-disciplinary hearing.

1. The Notice of Proposed Disciplinary Action shall include:

- a. A description of the discipline proposed;**
- b. A statement of the reasons for which the action has been proposed, which shall include a brief description of the alleged facts upon which the**

proposed action is being taken, and a statement of any employer rules, regulations, or laws that are alleged to have been violated; and, if applicable, a list of any previous disciplinary actions, counseling, evaluations or other relevant actions which support the action proposed;

c. Copies of any documents relied upon in reaching a decision to propose the discipline action; and

d. A statement advising the employee that he may respond to the City Manager, or his/her designee, regarding the proposed disciplinary action, orally or in writing, before it takes effect. This part of the Notice of Proposed Disciplinary Action shall include the name of the person to whom the response is to be made, if other than the City Manager, and the last date upon which a response may be made.

e. The employee shall have seven (7) working days from the date of the Notice of Proposed Disciplinary Action to respond to the charges, either orally or in writing. Upon a showing of good cause, the City may extend the time for response beyond seven (7) working days. In responding, either orally or in writing, the employee may designate a representative to assist in the presentation of the response.

f. In the event that the employee chooses to respond orally, the employee must, within the period given to respond, make an appointment to meet with the City Manager or his/her designee.

g. During this meeting, the employee, or the employee's representative, may present any reasons why the employee feels that the proposed action is not proper. The City Manager or his/her designee shall listen to the employee's presentation, but shall not present any evidence on behalf of the City, nor shall either party present witnesses for examination at this time.

h. A written response must be received in the office of the City Manager no later than 4:30 p.m. on the last day given to respond.

i. The City Manager or his/her designee shall take the employee's timely response into consideration and shall make a determination as to whether the proposed action, a different action, or no action shall be taken.

2. Failure by the employee, or the employee's representative, to respond to the Notice of Proposed Disciplinary Action within the period allowed shall result in disciplinary action taking effect as proposed.

B. Right to Appeal:

1. Any regular employee shall have the right to appeal any major disciplinary action, including, but not limited to, an unpaid suspension, a demotion, a reduction

in pay equivalent to an unpaid suspension, or a discharge.

2. Requests for appeal shall be made in writing, signed by the employee and filed with the Personnel Officer within ten (10) working days of the effective date of the disciplinary action. Failure to do so shall constitute waiver of the right to appeal and failure to exhaust administrative remedies.

3. Following receipt of a timely notice of appeal of the decision from the City Manager or his/her designee, a hearing shall be scheduled before the Personnel Appeals Commission. Hearings shall be closed unless an open hearing is requested by the employee filing the appeal in accordance with Government Code Section 54957.

4. The Personnel Officer shall provide written notice to the employee and to the City Manager including the date, time and place of the hearing and such notice shall be posted at a public place or a place designated by the Personnel Officer. Said notice shall be delivered to the employee personally or by mail at least seven (7) days before the time for holding the hearing and shall include notice of the employee's right to have the appeal heard in open session rather than closed session.

5. The employee shall appear personally before the Personnel Appeals Commission at the hearing and may be represented by counsel or other representative of his/her choice. In the event that the employee fails to personally appear, the appeal shall be deemed waived.

6. All parties and witnesses to be heard at the hearing shall be sworn and shall testify under oath. The hearing shall not be conducted according to technical rules relating to evidence and witnesses, except as hereinafter provided. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule, which might make improper the admission of the evidence over objection in civil actions. Hearsay evidence may be admitted, but it may not be the sole basis upon which a finding is made unless it would be admissible under rules of evidence in a civil matter. The rules of privilege shall be effective to the same extent that they are recognized in civil actions. Irrelevant and unduly repetitious evidence shall be excluded.

7. The Personnel Appeals Commission shall cause its written statement of decision to be issued within thirty (30) working days following the conclusion of the hearing. The decision of the Personnel Appeals Commission shall be the City's final decision.

Section 5.4 Minor Discipline

In the case of minor discipline, which shall include, but is not limited to a written reprimand, employee shall be afforded the following:

A. Notice of Proposed Disciplinary Action, which shall include:

1. A description of the discipline proposed;
2. A statement of the reasons for which the action has been proposed, which shall include a brief description of the alleged facts upon which the proposed action is being taken and a statement of any employer rules, regulations, or laws that are alleged to have been violated; and, if applicable, a list of any previous disciplinary actions, counseling, evaluations or other relevant actions which support the action proposed;
3. Copies of any documents relied upon in reaching a decision to propose the disciplinary action; and
4. A statement advising the employee that he/she may respond to the City Manager, or his/her designee, regarding the proposed disciplinary action, orally or in writing, before it takes effect. This part of the Notice of Proposed Disciplinary Action shall include the name of the person to whom the response is to be made, if other than the City Manager, and the last date upon which a response may be made.

B. The employee shall have seven (7) working days from the date of the Notice of Proposed Disciplinary Action to respond to the charges, either orally or in writing. Upon a showing of good cause, the City may extend the time for response beyond seven (7) working days. In responding, either orally or in writing, the employee may designate a representative to assist in the presentation of the response.

1. In the event that the employee chooses to respond orally, the employee must, within the period given to respond, make an appointment and to meet with the City Manager or his/her designee.
2. During this meeting the City official imposing the discipline, and the employee or their respective representatives, may present oral argument and documentary evidence in support of their positions; however, neither party shall be permitted to call and examine witnesses.
3. A written response must be received in the office of the City Manager no later than 4:30 p.m. on the last day given to respond.
4. The City Manager or his/her designee shall take the employee's timely response into consideration and shall make a determination as to whether the proposed action, a different action, or no action shall be taken.

C. Failure by the employee, or the employee's representative, to respond to the Notice of Proposed Disciplinary Action within the period allowed shall result in disciplinary action taking effect as proposed.

D. In the case of minor discipline, no right of appeal is provided, except for the right to respond as set forth in Section B, above.

RULE 6 GRIEVANCE PROCEDURE

Section 6.1 Policy

The City of Los Alamitos has established a grievance procedure. Grievances are defined in Section 1.9 of these Policies and Procedures. Employees of the City shall be required to comply with the procedures set forth regarding items which are grievable under these Policies.

Employees of the City who pursue grievances according to the provisions of the City Grievance Policy and Procedure shall be free of harassment by fellow employees, supervisors and administration and shall in no way affect their present or future employment status.

Section 6.2 Grievance Procedure

The steps of the grievance procedure are as follows:

- A. Grievances must be discussed with the employee's immediate supervisor, or his/her superior in the event that the employee's problem is with the supervisor, within five (5) working days of the occurrence of the event giving rise thereto. The supervisor or his/her superior will attempt to resolve the matter and will, within a reasonable period of time, issue his/her decision on the matter in writing.
- B. If not previously resolved, the employee may, within five (5) days of receiving the written decision of the employee's supervisor or his/her superior, submit a written request for review by the department head. The department head shall make such investigation of the facts and issues as is warranted under the circumstances and shall make a determination within five (5) working days of receipt of the request and the written decision of the supervisor or his/her superior. (If the grievance was addressed by the department head under Section A., above, the employee may proceed directly to Section C., below.)
- C. If the employee is dissatisfied with the determination of the department head, the employee shall, within two (2) working days of receipt of the department head's determination, notify the department head and the Personnel Officer of the employee's desire to appeal such determination. Said notice shall be in writing.
- D. The Personnel Officer, or his/her designee, shall arrange and conduct a meeting between the employee and the department head. At such meeting, discussion shall be limited to the issues raised in the initial grievance complaint and an earnest effort shall be made to resolve the problem.
- E. Following the meeting, the Personnel Officer shall issue a statement of his/her conclusions and findings. The decision of the Personnel Officer shall be final.

RULE 7 LAYOFF POLICY AND PROCEDURE

Section 7.1 Elimination of Positions

Whenever, in the judgment of the City Council, it becomes necessary in the interest of economic or operational reasons, the City Council may abolish any position or employment in the competitive service and layoff, demote or transfer an employee holding such position or employment for non-disciplinary reasons, and without filing written charges and without the right of appeal or hearing. The City will notify the affected employee organization of the pending elimination of any position(s) and, upon request, meet with the affected employee organization over the impact of layoffs.

Section 7.2 Layoff Procedure

A. Seniority: Seniority is defined as the length of continuous employment in the employee's present classification regardless of department to which assigned. Seniority shall be observed in effecting such reduction in personnel and the order of layoff shall be in the reverse order of Seniority upon the effective date of the layoff. When employees have equal Seniority for retention in a class, the employee with the greater amount of Seniority Credit with the City shall have the highest retention priority. "Seniority Credit with the City" shall be defined as the length of continuous employment from the last date of hire by the City. If a tie occurs with respect to Seniority Credit, the employee to be laid off will be decided by lottery.

1. Layoff shall be made within classes of positions, and all provisional employees in the affected class or classes shall be laid off prior to the layoff of any probationary or regular employee. For the purpose of determining order of layoff, total cumulative time in a classification and/or at the City shall include time on any legally-protected leave of absence.
2. The names of probationary and regular employees laid off shall be placed upon reemployment lists for classes which, in opinion of the Personnel Officer, require basically the same qualifications and duties and responsibilities as those of class of positions from which layoff was made. The names of the laid off employees shall remain on such lists for a period of two years unless reemployed sooner.

B. Specially Funded Positions:

1. When a position is created and is funded by a grant of funds from the State or Federal government, the position shall be automatically abolished when the funding is terminated. The incumbent of the position shall be laid off on the date upon which the position is abolished and the layoff procedures prescribed in these rules are not applicable. However, if the incumbent previously held a permanent, full-time position, he or she may return to that position upon abolition of the specially funded position.
2. Any employee hired or promoted to fill a vacancy in a permanent full-time City position resulting from the assignment of a regular employee to a specially funded position, may be demoted or laid off in accordance with this procedure at the time the regular employee returns to his or her former

position.

RULE 8 REPORTS AND RECORD KEEPING

Section 8.1 Personnel Files

The Personnel Officer shall maintain a personnel record for each employee in the service of the City showing the name, title of position held, the department to which assigned, salary, changes in employment status, and such other information as may be considered pertinent by the Personnel Officer or which is required by law.

All medical information about an employee or applicant is kept in separate medical files and is treated as confidential. Access to employee or applicant medical information shall be strictly limited to only those with a legitimate need to have such information for City business reasons, or if access is required by law, subpoena or court order. In the case of an employee with a disability, managers and supervisors may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations.

Section 8.2 Change of Status Report

Every appointment, transfer, promotion, demotion, change of salary, or any other temporary or permanent change in status of employees shall be reported to the Personnel Officer in such manner as prescribed by the Personnel Officer.

Section 8.3 Personnel Action Form

A personnel action form shall be completed for each employee hired by the City. The Personnel Action Form shall include all employee information including benefit selection information. A copy of the Personnel Action Form shall be included in the employee's personnel file. The City Manager's signature shall be included on Personnel Action Forms as a result of an appointment, promotion, demotion, transfer and dismissal.

Section 8.4 Time Sheets

All City employees shall be required to complete a time sheet recording all hours worked, vacation, sick leave, administrative leave, etc. Time sheet shall be signed by the employee and employee's supervisor and forwarded to the Payroll Department following the end of the pay period.

Time sheets shall be required for executive management staff unless otherwise directed by the City Manager.

Section 8.5 Records Review and Access

Access to employee records is restricted to the following:

1. Personnel Department employees with a business need-to-know.

2. The direct supervisor or department manager of an individual employee with a business need-to-know.
3. City executive management staff with a business need-to-know.

Section 8.6 Employee Access

A current employee may examine his or her personnel records at reasonable intervals and at reasonable times. A former employee is entitled to inspect their personnel records one time per year. An employee has the right to ask for a correction or a deletion, and write a statement of disagreement with any item in the file in the presence of a Personnel representative. The employee may not, however, remove any item from the file.

Section 8.7 Disclosure of Employee Information

All requests for information about a current, retired or terminated employee must be referred to the Personnel Officer. The Personnel Officer may disclose to prospective employer's dates of employment, final title or position and job location. With the employee's written permission, the Personnel Officer may give employment and salary history.

Information will be given to duly authorized requests from law enforcement agencies, including investigations, summons, subpoena and judicial orders. The City need not inform an employee that personal information has been disclosed to law enforcement agencies if it concerns an investigation into the employee's on-the-job conduct, especially when an employee's actions endanger other employees or City security and property.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: January 16, 2024

ITEM NUMBER: 10D

To: Mayor Jordan Nefulda & Members of the City Council

Presented By: Craig Koehler, Director of Finance

Subject: 2024 Budget Calendar

SUMMARY

This report seeks to establish the 2024 budget calendar.

RECOMMENDATION

Approve the recommended budget calendar for 2024.

BACKGROUND

In accordance with the City's Charter Section 1202 and 1203, the proposed budget shall be prepared and submitted to City Council "at least thirty-five (35) days prior to the beginning of each fiscal year." After reviewing the budget and making revisions as it may deem advisable, "the City Council shall hold a public hearing on the proposed budget, at which interested persons desiring to be heard shall be given such opportunity."

DISCUSSION

To provide ample time for review, analysis, and revision of the fiscal year 2024-2025 proposed budget, staff recommends the following meetings with the Budget Standing Committee (BSC) and City Council:

March 11th	BSC - Mid-year review of FY23-24 budget
March 18th	Regular City Council Meeting - Mid-year review of FY23-24 budget
April 22nd	BSC Review #1 of FY24-25 draft budget
May 13th	BSC Review #2 of FY24-25 draft budget
May 20th	Regular City Council Meeting - Presentation of draft budget FY24-25
June 10th	BSC Review #3 of FY24-25 draft budget (if needed)
June 17th	Regular City Council Meeting - Budget adoption (Public Hearing)

This budget calendar is subject to change as needed and provided for general planning purposes.

FISCAL IMPACT

There is no fiscal impact to this report.

Attachment: None

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: January 16, 2024

ITEM NUMBER: 10E

To: Mayor Jordan Nefulda & Members of the City Council

Presented By: Craig Koehler, Director of Finance

Subject: Annual Comprehensive Financial Report (ACFR) Fiscal Year 2021-22

SUMMARY

For the City Council to receive and file the fiscal year 2021-2022 audit reports.

RECOMMENDATION

Receive and file the annual audit reports for fiscal year 2021-2022, including the Annual Comprehensive Financial Report (ACFR), and award of Financial Reporting Achievement issued by the Government Finance Officers Association of the United States (GFOA).

BACKGROUND

Each year, an independent audit of the City conforms with *generally accepted auditing standards* (GAAS). Those standards require that an independent Certified Public Accountant plan and perform the audit to reasonably assess whether the financial statements are free of material misstatement. The auditor also expresses an opinion on the fairness of the presentation of the financial position and the results of operations of the government's basic financial statements in conformity with *generally accepted accounting principles* (GAAP).

DISCUSSION

As the Council may recall, this item was pulled from an earlier agenda due to clerical errors within the report. While these errors did not impact the audited portion of the financial statements, staff wished to ensure the clarity of the information that was being presented.

Considering the impact, Finance contacted one of the auditing firms that responded to the RFP for auditing services issued in 2020 and requested that they perform a peer review of the report to provide a certificate of its accuracy and completeness. The review was completed, and certification was obtained that no further errors were noted. In addition, the ACFR report was also reviewed by an additional Certified Public Accountant (CPA) contractor.

Following this review, the report was then submitted to the Government Finance Officers Association. Staff is happy to report that the City of Los Alamitos' Annual Comprehensive Financial Report (ACFR) has received the GFOA's Certificate of Achievement for Excellence in Financial Reporting. As stated in the GFOA's award letter, the Certificate of Achievement is the highest form of recognition in a government account and financial reporting, and its attainments represent a significant accomplishment by a government and its management. The award is issued to a government unit whose annual financial reports are judged to adhere

to program standards and represent the highest award in government financial reporting.

FISCAL IMPACT

None.

Attachment: 1. Annual Comprehensive Financial Report 2022
 2. GFOA Financial Reporting Achievement Award Notice

ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR)

FISCAL YEAR ENDED JUNE 30, 2022



My City ♥ My Los Al

City of Los Alamitos

Los Alamitos, California

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Annual Comprehensive Financial Report

For the Fiscal Year Ended June 30, 2022

Prepared by the
Finance Department of Los Alamitos

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City of Los Alamitos
Annual Comprehensive Financial Report
For the Year Ended June 30, 2022

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February 7, 2023

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

It is our pleasure to submit the Annual Comprehensive Financial Report (ACFR) of the City of Los Alamitos (the City) for the fiscal year ended June 30, 2022.

This report consists of management's representations concerning the finances of the City. Consequently, management assumes full responsibility for the completeness and reliability of all of the information presented in this report. To provide a reasonable basis for making these representations, management has established a comprehensive internal control framework that is designed both to protect the City's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City's financial statements in conformity with generally accepted accounting principles (GAAP). Because the costs of internal controls should not outweigh their benefits, internal controls have been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatements.

The City's financial statements have been audited by Gruber and Lopez, Inc., a firm of certified public accountants. The independent auditor concluded, based on the audit, that there was a reasonable basis for rendering an unmodified opinion on the City's financial statements for the fiscal year ended June 30, 2022. The independent auditor's report is presented as the first component of the financial section of this report.

GAAP require that management provide a narrative, introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City of Los Alamitos' MD&A can be found immediately following the report of the independent auditors.

City of Los Alamitos Profile

The City of Los Alamitos, which has a population of 11,780, is 4.3 square miles, and is located in the northwest section of Orange County. The City is strategically located in Southern California, 30 miles from downtown Los Angeles and 10 miles from Anaheim. The City is 10 miles northeast of the seaport terminal of Long Beach, and 13 miles northeast of the Port of Los Angeles. Neighboring communities include Long Beach, Seal Beach, Cypress and Garden Grove.

The City of Los Alamitos is a Charter City and was incorporated on March 1, 1960. The City has a Council-Manager form of government. The City Council is comprised of five members elected bi-annually to four-year alternating terms. The City Council annually elects a Mayor from its members. The City Council appoints the City Manager, who is responsible for the day-to-day administration and management of City business within all City departments. The City of Los Alamitos employs a staff of forty-eight budgeted full-time employees. The City has contracts with Woodruff, Spradlin & Smart for city attorney services and Liebert Cassidy Whitmore for legal services related to labor and employment law.

The City of Los Alamitos provides many services, including police protection, construction and maintenance of streets and other infrastructure, public improvements, planning and zoning, economic development, recreational activities and cultural events, and general administrative and support services.

The annual budget serves as the foundation for the City's financial planning and control. The City Council holds public hearings and adopts an annual budget resolution for all funds. Adoption of the annual budget must occur prior to the conclusion of the prior fiscal year. The City Council may modify appropriations with majority approval. The budgets are adopted and presented on a basis consistent with generally accepted accounting principles.

Changes in budget appropriations at the fund level during the year must be approved by the City Council. The legal level of expenditures is controlled at the department level and appropriations lapse at the end of each fiscal year unless encumbered for re-appropriation by the City Council in the following fiscal year. The City Manager may, without Council approval, amend individual line items within any department, and between divisions and programs, in the personnel costs, maintenance and operations, capital outlay and capital projects portions of the budget without increasing total appropriations for any fund.

Economic Outlook

Fiscal Year 2022 will continue to be known as the year of recovery, and most business sectors have recovered to the pre-pandemic levels. However, this does not mean that the economy will not face challenges in the coming year. Inflation remains elevated, reflecting imbalances within supply and demand related to the pandemic. Global unrest is present and the resulting hardships have unknown implications on the U.S. economy at this time.

The U.S. Treasury has made a number of recent moves to counter the growth of inflation, representing the most aggressive rate hike campaign by the Federal government since 2005. According to the latest forecast provided by the City's Sales Tax consultant (HdL), a slowdown is expected at the end of calendar year 2022 and into the early quarters of calendar year 2023. As such, the budget has been prepared using a conservative approach and factoring in adjustments that would be reflective of an economic slowdown.

As we transition to Fiscal Year 2022-23, the annual operating budget is balanced, with operating revenues of \$21,348,825 and operating expenditures of \$20,367,325, resulting in an estimated surplus of \$981,500. General Fund balance reserves are projected to total approximately \$16.8 million on July 1, 2022. The City Council reviews its Fund Balance Policy once the books have been closed for the prior fiscal year. The most recent Fund Balance Policy established set aside reserves for CalPERS reserves (\$3.40 million), and other post-employment benefits (OPEB) (\$500,000).

Long-Term Financial Planning and Major Initiatives

Following the adoption of the FY2020-21 budget, the City Council and the residents of Los Alamitos took action. After the City Council unanimously voted to place a revenue measure on the ballot, residents voted to enact a 1.5% sales tax that would be dedicated to ensuring essential services and Los Alamitos residents' quality of life. This new revenue source will allow for the city to continue to provide the needed services to the community, while addressing infrastructure deficiencies.

To further solidify the City's commitment to responsible stewardship of this new revenue, the City Council unanimously approved a Fiscal Sustainability Pledge (FSP). The pledge highlighted specific operations and programs the City Council intended to target in the event of passage of Measure Y, and included public safety, essential community services, infrastructure, and stimulating local economic growth. The passage of Measure Y, which is estimated to generate approximately \$5 million in additional revenue, significantly altering the outcome of the previous projections.

As of June 30, 2022, the City's General Fund had fund balance unassigned and assigned of approximately \$16.8 million. Of this amount, \$3.4 million is designated for PERS reserves, and \$500,000 is designated for retiree medical insurance benefits. Non-spendable fund balance consists primarily of prepaid amounts for the 2022-23 Fiscal Year, which were paid during the 2021-22 Fiscal Year.

Annually, the City updates a seven (7) year Capital Improvement Program (CIP). The Capital Improvement Program for Fiscal Year 2022-23 totals \$4,222,269, which includes \$215,000 carried forward from Fiscal Year 2021-22. Projects include, but are not limited to, Phase II Street Improvements and Sterns Park funded by Measure Y, and the New Dutch Haven and Bloomfield Street Improvement Projects. The Capital Improvement Program continues to provide a significant amount of funding for streets.

Awards and Acknowledgements

The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City for its comprehensive annual financial report (CAFR) for the fiscal year ended June 30, 2021. The City received this award for publishing an easily readable and efficiently organized CAFR that satisfied both GAAP and applicable legal requirements.

In October 2021, the GFOA issued Statement No. 98, Annual Comprehensive Annual Report, officially changing the name and acronym from CAFR to ACFR (Annual Comprehensive Financial Report). The name has been changed to reflect current approved terminology.

This award is valid for a period of one year only. We believe that our current ACFR continues to meet the Program's requirements and we are submitting it to the GFOA again this year.

The preparation and publication of this report would not have been possible without the dedication, professionalism, and teamwork of the entire staff of the Finance Department. The City Council has continued to extend their support to the Finance Department in the planning of responsible and progressive financial operations. We would like to thank the Mayor and the City Council for their continued support for maintaining the highest standards of professionalism in the management of the City's finances.

Respectfully submitted,



Craig Koehler
Finance Director

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CITY OF LOS ALAMITOS

Organization



CITY OF LOS ALAMITOS

DIRECTORY OF OFFICIALS (as of June 30, 2022)

CITY COUNCIL

Shelley Hasselbrink, Mayor
Tanya Doby, Mayor Pro Tem
Ron Bates, Council Member
Mark A. Chirco, Council Member
Jordan Nefulda, Council Member

APPOINTED OFFICIALS

Chet Simmons, City Manager
Michael S. Daudt, City Attorney
Windmera Quintanar, City Clerk

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EXECUTIVE MANAGEMENT

Chris Kelly, City Engineer
Chelsi Wilson, Administrative Services Manager
Craig Koehler, Finance Director
Emeline Noda, Recreation and Community Services Director
Ron Noda, Development Services Director
Michael Clayborn, Chief of Police



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**City of Los Alamitos
California**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2021

Christopher P. Morill

Executive Director/CEO

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To the Honorable Mayor and Members of the City Council
of the City of Los Alamitos
Los Alamitos, California

Independent Auditors' Report

Opinions

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Los Alamitos, California, as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the City of Los Alamitos, California's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Los Alamitos, California, as of June 30, 2022, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City of Los Alamitos, California, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

As described in Note 1 to the basic financial statements, the City adopted the provisions of Governmental Accounting Standards Board Statement No. 87, *Leases*. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Los Alamitos, California's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City of Los Alamitos, California's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Los Alamitos, California's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the schedule of proportionate share of the net pension liability and related ratios, schedule of plan contributions – defined benefit pension plan, schedule of changes in the net OPEB liability and related ratios, schedule of plan contributions – OPEB plan, and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Los Alamitos, California's basic financial statements. The combining and individual nonmajor fund financial statements, budgetary schedules, and financial data schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements, budgetary schedules, and financial data schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

To the Honorable Mayor and Members of the City Council
of the City of Los Alamitos
Los Alamitos, California
Page 3

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 6, 2023, on our consideration of the City of Los Alamitos, California's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City of Los Alamitos, California's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Los Alamitos, California's internal control over financial reporting and compliance.

Gruber and Lopez, Inc.

Gruber and Lopez, Inc.

Newport Beach, California
February 6, 2023

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MANAGEMENT'S DISCUSSION AND ANALYSIS

The management of the City of Los Alamitos ("City") offers readers of the City's financial statements this narrative overview and analysis of the City's financial activities for the fiscal year ended June 30, 2022. We encourage readers to consider the information presented here in conjunction with additional information that is provided in our letter of transmittal. The presentation of the City's financial data in this analysis and statements will differ from the City's budget, in that the analysis and statements are required to follow Governmental Accounting Standards Board Statement Number 34 and other Statements to allocate costs associated with capital related items, long-term debt transactions, accrued interest, compensated absences internal service fund activity, and depreciation to the various functions of the City; whereas the City's budget is an operational financial plan for the upcoming fiscal year.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis provides an introduction to the City's basic financial statements. The City's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements.

Government-wide financial statements. The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the City's assets and deferred outflows, and liabilities and deferred inflows, with the difference between being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The statement of activities presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position is reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

The government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (government activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government, public safety, community development, recreation and community services, and public works. The City has no business-type activities.

The Governmental Activities are presented on the accrual basis of accounting, a basis of accounting that differs from the modified accrual basis of accounting used in presenting governmental fund financial statements. Note 1 of the Notes to the Basic Financial Statements fully describe these bases of accounting.

Fund financial statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other local governments, uses fund accounting to ensure and

demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into two categories: governmental funds and proprietary funds.

Governmental funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City maintains sixteen individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund. Data from the other fifteen governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds are provided in the form of combining statements elsewhere in this report.

The City adopts an annual appropriated budget for its General Fund. A budgetary comparison statement has been provided for the General Fund to demonstrate compliance with this budget.

Proprietary funds. Proprietary funds are used to account for activities where the City needs to show the full costs of providing the services, including depreciation. The City maintains five internal service funds.

The City uses internal service funds to account for its self-insured insurance programs, fleet of vehicles, equipment, technology upgrades and replacements and other capital related activities. Because these services benefit governmental functions, they have been included within governmental activities in the government-wide financial statements. Internal service funds are presented as proprietary funds because internal service funds follow the accrual basis of accounting.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Combining statements. The combining statements referred to earlier in connection with non-major governmental funds are presented immediately following the notes.

Government-wide Financial Analysis

Tables 1 and 2 focus on the net position and changes in net position of the City's governmental activities.

TABLE 1
Net Position

	Governmental Activities - June 30,	
	2021	2022
Current and other assets	\$ 19,033,063	\$ 23,872,535
Capital assets	18,966,258	19,871,393
Total assets	<u>37,999,321</u>	<u>43,743,928</u>
Deferred outflows of resources	6,862,828	11,377,136
Current liabilities	1,651,802	3,002,887
Noncurrent liabilities:		
Long-term debt	3,799,410	3,767,244
Net OPEB liability	6,694,357	6,356,967
Net pension liability	22,139,759	14,540,568
Total liabilities	<u>32,633,526</u>	<u>24,664,779</u>
Deferred inflows of resources	2,408,655	13,752,394
Net position:		
Net investment in capital assets	15,623,413	16,544,999
Restricted	2,152,916	2,353,211
Unrestricted	<u>(9,608,245)</u>	<u>(5,197,206)</u>
Total net position	<u>\$ 8,168,084</u>	<u>\$ 13,701,004</u>

The City's assets and deferred outflows exceeded liabilities and deferred inflows by \$13,701,004 as of June 30, 2022, an increase of \$5,532,920 from June 30, 2021.

The largest portion of the City's net position reflects its investment in capital assets (i.e., land, buildings, machinery, equipment and infrastructure), net of any related debt that is still outstanding used to acquire those assets. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Unrestricted net position had a deficit balance of \$5.197 million as of June 30, 2022, which relates to the City's net pension liability and OPEB liability.

The City has set-aside \$3.40 million for its unfunded pension liability and \$500,000 for its OPEB liability. However, since these funds are not held in an irrevocable trust the net pension liability has not been reduced to account for these funds that have been set-aside.

A condensed summary of activities for the period ended June 30, 2022 and the prior fiscal year is illustrated in Table 2 below.

TABLE 2
Changes in Net Position

	Governmental Activities - June 30,	
	2021	2022
Revenues		
Program revenues:		
Charges for services	\$ 2,272,437	\$ 2,340,283
Operating contributions and grants	1,872,432	676,663
Capital contributions and grants	241,536	308,236
General revenues:		
Taxes:		
Property taxes	4,454,779	4,731,563
Utility users tax	1,834,203	2,122,966
Transit Occupancy Tax	223,450	522,187
Sales taxes	4,854,583	9,670,952
Franchise taxes	725,261	1,070,638
Business licenses	885,569	728,490
Other taxes	548,278	639,883
Investment income	77,885	(665,298)
Other	528,857	83,209
Total revenues	<u>18,519,270</u>	<u>22,229,772</u>
Expenses		
General government	3,493,213	2,547,884
Public safety	7,134,874	6,382,127
Community development	956,687	1,343,945
Recreation and community services	1,471,231	2,043,092
Public works	2,907,145	3,225,592
Interest on long-term debt	330,585	138,286
Total expenditures	<u>16,293,735</u>	<u>15,680,926</u>
Change in net position	2,225,535	6,548,846
Net position, beginning, as restated	<u>5,942,549</u>	<u>7,152,158</u>
Net position, ending	<u>\$ 8,168,084</u>	<u>\$ 13,701,004</u>

Governmental Activities. Governmental activities increased the City's net position by \$5,532,920 compared to a net increase of \$2,225,535 in the prior year. Key elements of this year's activity in relation to the prior year are as follows:

Revenues

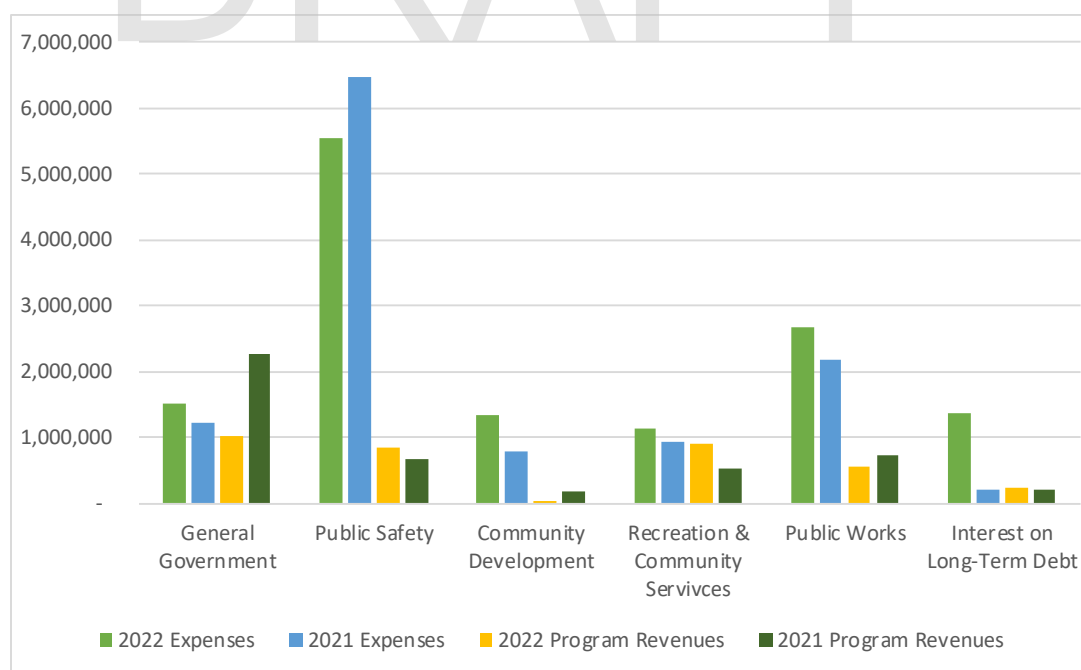
While variances between years exist for the various revenue categories, the total net increase was \$3,710,502, which is largely attributable to the \$4,816,369 increase in sales tax. This was attributable to the passage of Measure Y 1.5%, Local Sales Tax.

Expenses:

Although variances between years exist for the various expense functions, the total net decrease was \$612,809. Decreased expenditures were recognized in General Government, Public Safety, and interest and fiscal charges. Table 3 below presents the cost of each of the City's six largest programs-general government, public safety, community development, recreation and community services, public works, and interest and fiscal charges as well as their respective program revenues.

Table 3 below represents the cost of each of the City's six largest programs – general government, public safety, community development, recreation and community services, public works, and interest and fiscal charges, as well as their respective program revenues.

TABLE 3
Expenses and Program Revenues



See the Statement of Activities for further detail on program revenues and general revenues.

FINANCIAL ANALYSIS OF THE CITY'S MAJOR FUNDS

The City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the City's governmental funds reported combined ending fund balance of \$19,255,631, an increase of \$3,388,299 (21%) from the prior fiscal year's balance. Of this amount, \$4,439,441 or 23.06% of fund balance is constrained by the City's intent to utilize fund balance for specific purposes, which is reported within the fund balance classification *assigned*. Additionally, \$2,353,211 or 12% of fund balance is restricted, which represents the portion of fund balance that is subject to externally enforceable limitations by law, enabling legislation or limitations imposed by creditors or grantors.

The fund balance of the City's General Fund increased by \$4,173,344 during the fiscal year compared to a \$3,334,055 increase in the prior year. The increase in the current year is primarily attributable to the increase in sales tax revenue.

Other governmental funds realized an increase in fund balance of \$230,881. While variances between years exist for the various nonmajor governmental funds, the net increase was primarily attributable to an increase in funding for Measure M and State Gas Tax, in other restricted amounts.

General Fund Budgetary Highlights

Actual revenues were \$2,255,980 more than the final budgeted amount, which is primarily due to increased property and sales tax and intergovernmental charges. The expenditures for the General Fund at fiscal year-end were \$960,528 less than the final budgeted expenditures, which is primarily due to a decrease in public safety resulting from vacant positions.

No budget amendments were made during the fiscal year.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets. At the end of Fiscal Year 2021-22, the City had \$19.9 million invested in capital assets, including land, buildings, infrastructure, and equipment. This amount represents a net increase of \$854,872, which is primarily due to increases in vehicles, infrastructure, and construction in progress.

TABLE 4
City of Los Alamitos Capital Assets Net of Depreciation

	Governmental Activities	
	2021	2022
Land	\$ 5,917,715	\$ 5,917,715
Buildings and Improvements	758,692	716,299
Equipment	254,610	321,731
Vehicles	167,792	224,014
Infrastructure	11,292,992	11,510,215
Construction in progress	624,720	1,181,419
Totals	<u>\$ 19,016,521</u>	<u>\$ 19,871,393</u>

More detail on the City's capital assets can be found in Note 5 to the financial statements of this report.

Long-term liabilities. At the end of fiscal year 2021-22, the City had \$4.1 million in long-term liabilities which includes outstanding bond indebtedness of \$3.35 million along with a capital lease, claims payable and compensated absences. The net increase of \$80,006 over the prior year is primarily due to a net increase in compensated absences.

TABLE 5
City of Los Alamitos Long-Term Liabilities

	Governmental Activities	
	2021	2022
2015 Certificates of participation	\$ 3,342,845	\$ 3,350,121
Capital lease - police vehicles	68,008	62,238
Claims payable	150,663	222,973
Compensated absences	481,842	488,032
Total liabilities	<u>\$ 4,043,358</u>	<u>\$ 4,123,364</u>

More detail on the City's long-term debt can be found in Notes, 6, 7 and 12 to the financial statements of this report.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

The economy will face challenges in the coming year. Inflation will be a major factor, reflecting imbalances with supply and demand related to the pandemic. The U.S. Treasury will be countering the growth with planned rate hikes. Other factors include supply chain shortages, and global unrest, that will result in hardships and unknown implications on the U.S. economy. According to HdL, the City Sales Tax Consultant, a slowdown is predicted in the later part of 2022 and into to 2023. As such, the budget was prepared using a conservative approach.

On June 13, 2022, the 2022-23 City Budget was adopted. The annual operating budget is balanced, with operating revenues of \$21,348,825 and operating expenditures of \$20,367,325, resulting in an estimated surplus of \$981,500.

Following the adoption of the FY2020-21 budget, the City Council and the residents of Los Alamitos took action. After the City Council unanimously voted to place a revenue measure on the ballot, residents voted to enact a 1.5% sales tax that would be dedicated to ensuring essential services and Los Alamitos residents' quality of life. This new revenue source will allow for the city to continue to provide the needed services to the community, while addressing infrastructure deficiencies.

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide the City of Los Alamitos citizens, taxpayers, customers, investors, and creditors with a general overview of the City's finances and to illustrate the City's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the City's Finance Department at the City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, California, 90720, (562) 431-3538.

BASIC FINANCIAL STATEMENTS

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GOVERNMENT-WIDE FINANCIAL STATEMENTS

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CITY OF LOS ALAMITOS

Statement of Net Position

June 30, 2022

	Governmental Activities
ASSETS	
Current assets:	
Cash and investments (Note 3)	\$ 21,302,076
Receivables	
Accounts	728,406
Due from employees	1,531
Due from other governments	1,837,614
Prepaid costs	2,659
Cash and investments - restricted (Note 3)	249
Total current assets	<u>23,872,535</u>
Noncurrent assets:	
Capital assets: (Note 5)	
Non-depreciable	7,099,135
Depreciable, net	<u>12,772,258</u>
Total capital assets	<u>19,871,393</u>
Total noncurrent assets	<u>19,871,393</u>
Total assets	<u>43,743,928</u>
DEFERRED OUTFLOWS OF RESOURCES	
Deferred charge on refunding	85,965
Pension deferrals (Note 9)	8,980,782
OPEB deferrals (Note 10)	<u>2,310,389</u>
Total deferred outflows of resources	<u>11,377,136</u>

See accompanying notes to the basic financial statements.

CITY OF LOS ALAMITOS
Statement of Net Position (Continued)
June 30, 2022

	Governmental Activities
LIABILITIES	
Current liabilities:	
Accounts payable	\$ 910,958
Accrued liabilities	335,009
Accrued interest	32,109
Unearned revenue	1,305,392
Deposits payable	63,299
Compensated absences, due within one year (Note 6)	181,844
Bonds payable, due within one year (Note 7)	89,434
Capital leases, due within one year (Note 7)	12,967
Claims payable, due within one year (Note 12)	71,875
Total current liabilities	<u>3,002,887</u>
Noncurrent liabilities:	
Compensated absences (Note 6)	306,188
Bonds payable (Note 7)	3,260,687
Capital leases (Note 7)	49,271
Claims payable (Note 12)	151,098
Other post-employment benefits liability (Note 10)	6,356,967
Net pension liability (Note 9)	14,540,568
Total noncurrent liabilities	<u>24,664,779</u>
Total liabilities	<u>27,667,666</u>
DEFERRED INFLOWS OF RESOURCES	
Pension deferrals (Note 9)	12,212,746
OPEB deferrals (Note 10)	1,539,648
Total deferred inflows of resources	<u>13,752,394</u>
NET POSITION	
Net investment in capital assets	16,544,999
Restricted for:	
Cable television	73,947
Transportation	1,099,189
Public safety	323,343
Air quality	123,361
Parks	733,371
Total restricted	<u>2,353,211</u>
Unrestricted (Deficit)	<u>(5,197,206)</u>
Total net position	<u><u>\$ 13,701,004</u></u>

See accompanying notes to the basic financial statements.

CITY OF LOS ALAMITOS

Statement of Activities

For the Year Ended June 30, 2022

Functions/Programs	Expenses	Program Revenues			
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Total Program Revenue
Governmental activities:					
General government	\$ 2,547,884	\$ 1,034,978	\$ 1,314	\$ -	\$ 1,036,292
Public safety	6,382,127	410,622	430,502	-	841,124
Community development	1,343,945	2,512	4,667	-	7,179
Recreation and community services	2,043,092	892,015	-	-	892,015
Public works	3,225,592	156	240,180	308,236	548,572
Interest and fiscal charges	<u>138,286</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total governmental activities	<u>\$ 15,680,926</u>	<u>\$ 2,340,283</u>	<u>\$ 676,663</u>	<u>\$ 308,236</u>	<u>\$ 3,325,182</u>

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See accompanying notes to the basic financial statements.

CITY OF LOS ALAMITOS
Statement of Activities (Continued)
For the Year Ended June 30, 2022

<u>Functions/Programs</u>	<u>Net (expense) Revenue and Changes in Net Position</u>
Governmental activities:	
General government	\$ (1,511,592)
Public safety	(5,541,003)
Community development	(1,336,766)
Recreation and community services	(1,151,077)
Public works	(2,677,020)
Interest and fiscal charges	(138,286)
Total governmental activities	<u>(12,355,744)</u>
General revenues:	
Taxes:	
Property taxes, levied for general purpose	4,731,563
Utility users tax	2,122,966
Transient occupancy tax	522,187
Sales taxes	9,670,952
Franchise fees	1,070,638
Business license taxes	728,490
Other taxes	639,883
Total taxes	19,486,679
Investment earnings	(665,298)
Other	83,209
Total general revenues	<u>18,904,590</u>
Change in net position	6,548,846
Net position - beginning of year (as restated Note 15)	<u>7,152,158</u>
Net position - end of year	<u>\$ 13,701,004</u>

See accompanying notes to the basic financial statements.

FUND FINANCIAL STATEMENTS

Governmental Fund Financial Statements
Proprietary Fund Financial Statements

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GOVERNMENTAL FUND FINANCIAL STATEMENTS

The Governmental Funds of the City are outlined below:

General Fund - The General Fund accounts for all revenues and expenditures used to finance the traditional services associated with a municipal government which are not accounted for in the other funds. These services include general government, safety, community development, recreation and community services, and public works.

Nonmajor Governmental Funds - Nonmajor Governmental Funds is the aggregate of all the nonmajor governmental funds.

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CITY OF LOS ALAMITOS

Balance Sheet

Governmental Funds

June 30, 2022

	<u>General</u>	<u>Nonmajor Governmental Funds</u>	<u>Total Governmental Funds</u>
ASSETS			
Cash and investments (Note 3)	\$ 16,387,360	\$ 2,805,469	\$ 19,192,829
Receivables:			
Accounts	710,628	5,676	716,304
Due from employees	1,531	-	1,531
Due from other governments	1,769,808	67,806	1,837,614
Prepaid costs	2,659	-	2,659
Cash and investments - restricted (Note 3)	<u>-</u>	<u>249</u>	<u>249</u>
Total assets	<u>\$ 18,871,986</u>	<u>\$ 2,879,200</u>	<u>\$ 21,751,186</u>
OF RESOURCES, AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 543,286	\$ 247,255	\$ 790,541
Accrued liabilities	335,009	-	335,009
Unearned revenues	1,168,613	136,779	1,305,392
Deposits payable	<u>50,743</u>	<u>12,556</u>	<u>63,299</u>
Total liabilities	<u>2,097,651</u>	<u>396,590</u>	<u>2,494,241</u>
Deferred Inflows of Resources:			
Unavailable revenue	<u>1,314</u>	<u>-</u>	<u>1,314</u>
Total deferred inflows of resources	<u>1,314</u>	<u>-</u>	<u>1,314</u>
Fund Balances: (Note 14)			
Nonspendable	4,190	-	4,190
Restricted	-	2,353,211	2,353,211
Committed	2,620	119	2,739
Assigned	4,195,979	243,462	4,439,441
Unassigned (Deficit)	<u>12,570,232</u>	<u>(114,182)</u>	<u>12,456,050</u>
Total fund balances	<u>16,773,021</u>	<u>2,482,610</u>	<u>19,255,631</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 18,871,986</u>	<u>\$ 2,879,200</u>	<u>\$ 21,751,186</u>

See accompanying notes to the basic financial statements.

CITY OF LOS ALAMITOS

Reconciliation of the Governmental Funds Balance Sheet to the Government-Wide Statement of Net Position

June 30, 2022

Total Fund Balances - Total Governmental Funds	\$ 19,255,631
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Amounts reported for governmental activities in the Statement of Net Position were reported differently because:

Capital assets used in governmental activities were not current financial resources. Therefore, they were not reported in the Governmental Funds Balance Sheet.

Nondepreciable	7,099,134	
Depreciable, net of Internal Service Fund of \$719,045	<u>12,053,214</u>	
Total capital assets		19,152,348

Internal Service Funds are used by management to charge garage costs; technology replacement costs; police capital expenditures; facilities, street, parks, and pool capital expenditures; and self-insurance costs to individual funds. The assets and liabilities of the Internal Service Funds were included in the governmental activities in the Government-wide Statement of Net Position.

Total Internal Service Funds	2,433,487
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Long-term liabilities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities, both current and long-term, are reported in the Statement of Net Position:

Bonds payable	(3,245,000)	
Interest payable, net of Internal Service Fund of \$1,279	(30,830)	
Unamortized bond premium	(105,121)	
Deferred charge on refunding	85,965	
Compensated absences	<u>(488,032)</u>	(3,783,018)

Certain revenues were not available to pay for current-period expenditures and, therefore, were deferred in funds.	1,314
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Deferred amounts relates to pension not available for current expenditures and are not reported in the governmental fund financial statements:

Pension related deferred outflows of resources	8,980,782
Pension related deferred inflows of resources	(12,212,746)

Net pension liability is not due and payable in the current period and therefore is not reported in the governmental funds.	(14,540,568)
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Deferred amounts relates to other postemployment benefits not available for current expenditures and are not reported in the governmental fund financial statements:

OPEB related deferred outflows of resources	2,310,389
OPEB related deferred inflows of resources	(1,539,648)

Net OPEB liability is not due and payable in the current period and therefore is not reported in the governmental funds.	<u>(6,356,967)</u>
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Net position of governmental activities	<u><u>\$ 13,701,004</u></u>
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CITY OF LOS ALAMITOS

Statement of Revenues, Expenditures, and Changes in Fund Balances

Governmental Funds

For the Year Ended June 30, 2022

	General	Nonmajor Governmental Funds	Total Governmental Funds
REVENUES:			
Taxes	\$ 18,828,358	\$ 658,321	\$ 19,486,679
Licenses and permits	1,034,975	-	1,034,975
Intergovernmental	263,721	435,775	699,496
Charges for services	904,437	156	904,593
Investment earnings (loss)	(684,765)	19,466	(665,299)
Fines and forfeitures	382,498	18,214	400,712
Program revenues	-	284,090	284,090
Miscellaneous	40,826	448	41,274
Total revenues	<u>20,770,050</u>	<u>1,416,470</u>	<u>22,186,520</u>
EXPENDITURES:			
Current:			
General government	2,972,137	20,580	2,992,717
Public safety	6,617,305	-	6,617,305
Community development	1,292,094	-	1,292,094
Recreation and community services	1,911,542	-	1,911,542
Public works	2,801,366	150,246	2,951,612
Capital outlay	73,762	882,769	956,531
Debt service:			
Principal	-	80,000	80,000
Interest and fiscal charges	-	130,494	130,494
Total expenditures	<u>15,668,206</u>	<u>1,264,089</u>	<u>16,932,295</u>
REVENUES OVER (UNDER)			
EXPENDITURES	<u>5,101,844</u>	<u>152,381</u>	<u>5,254,225</u>
OTHER FINANCING			
SOURCES (USES):			
Transfers in (Note 4)	375,000	453,500	828,500
Transfers out (Note 4)	(1,303,500)	(375,000)	(1,678,500)
Total other financing sources (uses)	<u>(928,500)</u>	<u>78,500</u>	<u>(850,000)</u>
NET CHANGE IN FUND BALANCE	4,173,344	230,881	4,404,225
Fund balances, beginning of year, as restated (Note 15)	<u>12,599,677</u>	<u>2,251,729</u>	<u>14,851,406</u>
Fund balances, end of year	<u>\$ 16,773,021</u>	<u>\$ 2,482,610</u>	<u>\$ 19,255,631</u>

See accompanying notes to the basic financial statements.

CITY OF LOS ALAMITOS
Reconciliation of the Governmental Funds Statement of Revenues, Expenditures, and
Changes in Fund Balance to the Governmental-wide Statement of Activities
For the Year Ended June 30, 2022

Net Change in Fund Balances - Total Governmental Funds \$ 4,404,225

Governmental activities in the Statement of Activities were reported differently because:

Governmental Funds report capital outlay as expenditures. However, in the Government-wide Statement of Activities, the costs of those assets is allocated over their estimated useful lives as depreciation expense. The amount of capital assets recorded in the current period is listed below.

Total capital outlay expenditures reported in governmental funds	\$ 957,075	
Plus: repair and maintenance expenditures capitalized	<u>99,840</u>	
Total capital outlay		1,056,915

Depreciation expense of capital assets is reported in the Government-wide Statement of Activities, but they do not require the use of current financial resources. Therefore, depreciation expense is not reported as expenditures in the governmental funds except for the Internal Service fund amount listed below.

Total depreciation reported in Government-wide Statement of Activities	(457,336)	
Less: depreciation reported in the Internal Service Fund	<u>105,446</u>	
Total		(351,890)

Earned but unavailable revenues reported in the governmental funds balance sheet as deferred inflows of resources should be recognized in the Government-wide Statement of Activities as revenue regardless of availability.		1,312
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Certain pension expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.		1,394,778
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Certain other postemployment benefit expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.		(281,801)
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Compensated absences were reported in the Government-wide Statement of Activities, but they did not require the use of current financial resources. Therefore, compensated absences were not reported as expenditures in the governmental funds.		(6,190)
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The issuance of long-term debt provides current financial resources to governmental funds. However, the repayment reduces long-term liabilities in the governmental activities Statement of Net Position.		80,000
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Amortization of deferred charge on refunding does not use current financial resources and therefore not reported as expenditures in the governmental funds.		551
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Internal Service Funds are used by management to charge garage costs; technology replacement costs; police capital expenditures; facilities, street, parks, and pool capital expenditures; and self-insurance costs to individual funds. The net revenue of the Internal Service Funds is reported in governmental activities.		<u>250,946</u>
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Change in net position of governmental activities		<u>\$ 6,548,846</u>
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PROPRIETARY FUND FINANCIAL STATEMENTS

Internal Service Funds - To account for the costs associated with the City's insurance, for funding equipment replacement, and fleet maintenance.

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CITY OF LOS ALAMITOS
Statement of Net Position
Proprietary Funds
June 30, 2022

	Governmental Activities
	Internal Service Funds
ASSETS	
Current assets:	
Cash and investments (Note 3)	\$ 2,109,247
Accounts receivable	12,102
Total current assets	<u>2,121,349</u>
Noncurrent assets:	
Capital assets - net of accumulated depreciation (Note 5)	719,045
Total noncurrent assets	<u>719,045</u>
Total assets	<u>2,840,394</u>
LIABILITIES	
Current liabilities:	
Accounts payable	120,417
Accrued interest	1,279
Accrued claims and judgements	71,875
Capital leases (Note 7)	12,967
Total current liabilities	<u>206,538</u>
Long-term liabilities:	
Accrued claims and judgements	151,098
Capital leases (Note 7)	49,271
Total long-term liabilities	<u>200,369</u>
Total liabilities	<u>406,907</u>
NET POSITION	
Net investment in capital assets	656,807
Unrestricted	1,776,680
Total net position	<u>\$ 2,433,487</u>

See accompanying notes to the basic financial statements.

CITY OF LOS ALAMITOS
Statement of Revenues, Expenses, and Changes in Net Position
Proprietary Funds
For the year ended June 30, 2022

	Governmental Activities
	Internal Service Funds
OPERATING REVENUES:	
Charges for services	
Garage	\$ 316,840
Police capital	40,000
Technology replacement	190,000
Miscellaneous	41,940
Total operating revenues	<u>588,780</u>
OPERATING EXPENSES:	
Supplies and materials	340,220
Outside services	170,517
Claims expense	563,308
Depreciation	105,446
Total operating expenses	<u>1,179,491</u>
OPERATING INCOME (LOSS)	<u>(590,711)</u>
NON-OPERATING REVENUES (EXPENSES):	
Interest expense	(8,343)
Total non-operating revenues (expenses)	<u>(8,343)</u>
INCOME BEFORE TRANSFERS	(599,054)
Transfers in (Note 4)	850,000
Total transfers	<u>850,000</u>
Change in net position	250,946
Net position, beginning of year	<u>2,182,541</u>
Net position, end of year	<u>\$ 2,433,487</u>

See accompanying notes to the basic financial statements.

CITY OF LOS ALAMITOS

Statement of Cash Flows

Proprietary Funds

For the year ended June 30, 2022

	Governmental Activities
	Internal Service Funds
CASH FLOWS FROM OPERATING ACTIVITIES:	
Receipts from interfund charges for garage services	\$ 316,840
Receipts from interfund charges for police capital services	40,000
Receipts from interfund charges for technology replacement services	190,000
Payments to suppliers and service providers	(935,505)
Cash received from (payments to) others	41,940
Net cash provided (used by) operating activities	<u>(346,725)</u>
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES:	
Transfers in	850,000
Net cash provided (used by) non-capital financing activities	<u>850,000</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:	
Acquisition and construction of capital assets	(305,559)
Principal paid on capital debt	(5,570)
Interest paid on capital debt	(8,572)
Net cash provided (used by) capital and related financing activities	<u>(319,701)</u>
Net increase (decrease) in cash and cash equivalents	183,574
Cash and equivalents, beginning of year	1,925,673
Cash and equivalents, end of year	<u>\$ 2,109,247</u>
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH (USED BY) OPERATING ACTIVITIES:	
Operating income (loss)	\$ (590,711)
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:	
Depreciation	105,446
Changes in operating assets and liabilities:	
(Increase) decrease in accounts receivable	(4,146)
Increase (decrease) in accounts payable	70,376
Increase (decrease) in claims and judgements	72,310
Total adjustments	<u>243,986</u>
Net cash provided (used) by operating activities	<u>\$ (346,725)</u>

See accompanying notes to the basic financial statements.

NOTES TO THE BASIC FINANCIAL STATEMENTS

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City of Los Alamitos
Notes to the Basic Financial Statements
For the Year Ended June 30, 2022

Note 1 – Summary of Significant Accounting Policies

The basic financial statements of the City of Los Alamitos, California, (the “City”) have been prepared in conformity with accounting principles generally accepted in the United States (“U.S. GAAP”) as applied to governmental agencies. The Governmental Accounting Standards Board (“GASB”) is the accepted standard setting body forestablishing governmental accounting and financial reporting principles. The following is a summary of the City’s significant policies:

A. Financial Reporting Entity

The City was incorporated on March 1, 1960. The Charter of the City of Los Alamitos was adopted by a vote of the people in September 1966, and the City enjoys all rights and privileges pertaining to such “Charter Law” cities.

The financial statements include the financial activities of the City, the primary government, and its blended component unit, the Los Alamitos Public Financing Corporation (the Corporation). The component unit, discussed below, is included in the City’s reporting entity because of the significance of its operational and financial relationship with the City. This entity is legally separate from the City. However, the City’s elected officials have continuing accountability for fiscal matters of this entity.

An organization is fiscally dependent on the primary government if it is unable to adopt its budget, levy taxes or set rates or charges, or issue bonded debt without approval by the primary government. In a blended presentation, a component unit’s balances and transactions are reported in a manner similar to the balances and transactions of the City. Component units are presented on a blended basis when the component unit’s governing body is substantially the same as the City’s or the component unit provides services almost entirely to the City.

Management determined that the following entities should be reported as blended component units based on the criteria above. Each blended component unit has a June 30 year-end, has a governing board that is substantially the same as the City’s, there is a financial benefit or burden relationship between the City and the blended component unit, and the City is financially accountable for each of the blended component units.

The Los Alamitos Public Facilities Corporation – The Corporation was formed February 6, 2006, pursuant to the Non-Profit Corporation Law of the State of California for the purpose of assisting the City in financing the acquisition, construction and improvement for public benefit within the City limits. The Corporation is governed by a five-member board that is the City Council of the City of Los Alamitos. Separate financial statements are not prepared.

B. Basis of Accounting and Measurement Focus

The City’s basic financial statements consist of government-wide statements, including the Statement of Net Position and the Statement of Activities, and fund financial statements, which provide a more detailed level of financial information.

Government-Wide Financial Statements

The Statement of Net Position and the Statement of Activities display information about the City as a whole. These statements include the financial activities of the City and the Corporation. Certain eliminations have been made as prescribed by GASB Statement No. 34 in regard to interfund activities, payables, and receivables.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 1 – Summary of Significant Accounting Policies (Continued)

B. Basis of Accounting and Measurement Focus (Continued)

The Statement of Net Position presents the financial position of the governmental activities of the City and its component unit, and the Statement of Activities reports expenses of each specific governmental function, offset by program revenues attributable to each functional program. A function is an assembly of similar activities and may include portions of a fund or summarize more than one fund to capture the expenses and program revenues associated with a distinct functional activity.

Program revenues that are attributable to functional programs are separated into three categories:

- Charges for services
- Operating grants and contributions
- Capital grants and contributions

Charges for services report fees and other charges to users of the City's services, operating grants and contributions finance annual operating activities and can include restricted investment income, and capital grants and contributions fund the acquisition, construction or rehabilitation of capital assets. These revenues are subject to externally imposed restriction to these program uses. Other revenues sources not included with program revenues are reported as general revenues of the City. These can include taxes or unrestricted investment income.

Fund Financial Statements

The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, deferred outflows, liabilities, deferred inflows, fund equity, revenues, and expenditures or expenses as appropriate. The City uses two categories of funds: governmental and proprietary.

The City segregates transactions related to certain City functions or activities in separate funds in order to aid financial management and to demonstrate legal compliance. Fund financial statements are designed to present financial information of the City at a more detailed level. Individual governmental fund identified as being Major, as prescribed by governmental accounting standards or by Management of the City, are reported in separate columns on the financial statements.

Governmental Funds

Governmental funds are those through which most governmental functions typically are financed. Governmental fund reporting focuses on the sources, uses and balance of the current financial resources. Expendable assets are assigned to the various governmental funds according to the purpose for which they may or must be used. Fund liabilities are assigned to the fund from which they will be liquidated. The City reports the difference between its governmental fund assets and its liabilities and deferred inflows of resources as fund balance.

Governmental fund financial statements include a Balance Sheet and a Statement of Revenues, Expenditures, and Changes in Fund Balances for all major governmental funds and other governmental funds aggregated. Accompanying reconciliations are presented to explain the differences in fund balance as presented in these statements to the net position presented in the government-wide financial statements.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 1 – Summary of Significant Accounting Policies (Continued)

B. Basis of Accounting and Measurement Focus (Continued)

The funds designated as major funds are determined by a mathematical calculation consistent with GASB Statement No. 34 or are elected by Management of the City based on Management's belief that the presentation of the funds are particularly important to financial statement users for reasons including public interest or consistency of reporting. The City reports the following major governmental funds:

- The **General Fund** is used to account for all of the general operations and other financial transactions of the City, which are not accounted for by another fund.

Additionally, the City reports the following fund types:

- The **Special Revenue Funds** are used to account for the proceeds of specific revenue sources (other than for debt service or capital projects) that are restricted by law or administrative action or committed to expenditures for specified purposes.
- The **Capital Projects Funds** are used to account for and report financial resources that are restricted, committed, or assigned for the acquisition or construction of major capital facilities, other than those financed by Internal Service Funds.
- The **Debt Service Fund** is used to account for and report financial resources that are restricted, committed, or assigned for the payment of, long-term debt principal, interest, and related costs for the 2006 Certificates of Participation (Laurel Park Acquisition).

Proprietary Funds

Proprietary funds are used to account for ongoing organizations and activities, which are operated and financed in a manner similar to those found in the private sector. The reporting focus on the determination of operating income, changes in net position, financial position, and cash flows. The City's proprietary funds are classified as internal service funds.

- The Internal Service Funds are used to account for interdepartmental operations where it is the stated intent that costs of providing services to the departments of the City on a continuing basis be financed or recovered primarily by charges to the user departments. The City's internal service funds are used to account for its self-insured insurance programs, fleet of vehicles, equipment, technology upgrades, and replacements and other capital related activities.

Government-Wide Financial Statements

The government-wide financial statements are presented on an "economic resources" measurement focus and the accrual basis of accounting. Accordingly, all the City's assets, deferred outflows of resources, liabilities, and deferred inflows of resources, including capital assets, infrastructure assets, and long-term liabilities, are included in the accompanying Statement of Net Position. The Statement of Activities presents changes in net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred. All internal balances and transactions have been eliminated from their respective statements to avoid over reporting relating assets, liabilities, revenues and expenses, except for internal service fund charges provided and used.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 1 – Summary of Significant Accounting Policies (Continued)

B. Basis of Accounting and Measurement Focus (Continued)

Fund Financial Statements

All governmental funds are accounted for on a spending or “current financial resources” measurement focus and the modified accrual basis of accounting. Accordingly, only current assets and current liabilities are included on the Balance Sheet. The Statement of Revenues, Expenditures, and Changes in Fund Balances present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current position. Under the modified accrual basis of accounting, revenues are recognized in the accounting period in which they become both measurable and available to finance expenditures of the current period.

Like the government-wide statements, all proprietary funds are accounted for using the “economic resources” measurement focus and the accrual basis of accounting. Accordingly, all assets and liabilities (whether current or noncurrent) are included on the Statement of Net Position. The Statement of Revenues, Expenses, and Changes in Net Position present increases (revenues) and decreases (expenses) in total net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred.

Basis of Accounting

Basis of accounting determines when transactions are recorded in the financial records and reported on the financial statements. Government-wide financial statements are prepared using the accrual basis of accounting. At the fund reporting level, the governmental funds use the modified accrual basis of accounting. Proprietary funds use the accrual basis of accounting at both reporting levels. Differences in the accrual and the modified accrual basis of accounting arise in the recognition of revenue, the recording of deferred inflows of resources, and in the presentation of expenses versus expenditures.

Revenue – Exchange Transactions

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On the modified accrual basis, revenue is recorded when the exchange takes place and in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year. For the City, the availability is defined within 60 days of year-end.

Revenue – Non-Exchange Transactions

Non-exchange transactions in which the City receives value without directly giving equal value in return, includes sales taxes, property taxes, grants and donations. On an accrual basis, revenue from sales taxes is recognized in the period in which the taxable sale takes place. Revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenue from grants and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the year when use is first permitted, matching requirements, in which the City must provide local resources to be used for a specified purpose, and expenditure requirements, in which the resources are provided to the City on a reimbursement basis. Major revenue sources susceptible to accrual include property tax, sales tax, utility users tax, franchise Tax, and licenses. On a modified accrual basis, revenue from non-exchange transaction also must be available (generally 60 days after year-end) before it can be recognized in the governmental funds. However, the City has adopted a 12-month recognition period for grant revenues.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 1 – Summary of Significant Accounting Policies (Continued)

B. Basis of Accounting and Measurement Focus (Continued)

Unavailable Revenue

Unavailable revenue, presented under deferred inflows of resources, arise when potential revenues do not meet both the measurable and available criteria for recognition in the current period. In subsequent periods when both revenue recognition criteria are met, the deferred inflow is removed from the balance sheet and revenue is recognized.

Unearned Revenue

Unearned revenue arises when assets are recognized before revenue recognition criteria listed above have been satisfied. In subsequent periods when the government has a legal claim to the resources, the unearned revenue is removed from the balance sheet and revenue is recognized.

Expenses/Expenditures

On the accrual basis of accounting, expenses are recognized at the time they are incurred. On the modified accrual basis, expenditures generally are recognized in the accounting period in which the related fund liability is incurred and due, if measurable.

Proprietary Funds Operating and Non-Operating Revenues and Expenses

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. Operating expenses for internal service funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

C. Cash, Cash Equivalents and Investments

Cash Management

The City pools cash resources of its various funds to facilitate cash management. Cash in excess of current requirements is invested and reported as investments. It is the City's intent to hold investments until maturity. However, the City may, in response to market conditions, sell investments prior to maturity in order to improve the quality, liquidity or yield of the portfolio. Interest earnings are apportioned among funds based on ending accounting period cash and investment balances.

Investments Valuation

In accordance with GASB Statement No. 31, Accounting and Financial Reporting for Certain Investments and for External Investment Pools, highly liquid market investments with maturities of one year or less at time of purchase are stated at amortized cost. All other investments are stated at fair value. Market value is used as fair value for those securities for which market quotations are readily available.

State Investment Pool

The City participates in the Local Agency Investment Fund (LAIF), an investment pool managed by the State of California. LAIF has invested a portion of the pool funds in structured notes and asset-backed securities. LAIF's investments are subject to credit risk with the full faith and credit of the State of California collateralizing these investments. In addition, these structured notes and asset-backed securities are subject to market risk as a result of changes in interest rates.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 1 – Summary of Significant Accounting Policies (Continued)

C. *Cash, Cash Equivalents and Investments (Continued)*

Cash Equivalents and Cash Flows

For purposes of the statement of cash flows, the City considered all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. All cash and investments of the proprietary fund types are pooled with the City's pooled cash and investments.

D. *Internal Receivable and Payables*

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either “due to/from other funds” (i.e. the current portion of interfund loans) or “interfund advances receivable/payable” (i.e. the non-current portion of interfund loans). All other outstanding balances between funds are reported as “due to/from other funds.”

Advances between funds, as reported in the fund financial statements, are presented as nonspendable in fund balances to indicate that they are not in a spendable form.

E. *Prepaid Items*

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items. The cost of prepaid items is recorded as an expenditure/expense when consumed.

F. *Capital Assets*

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks and similar items), are reported in the applicable governmental activities column in the government-wide financial statements. Capital assets are defined by the City as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years, except for computer software and hardware and infrastructure assets which have a capitalization threshold of \$20,000. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed (except for intangible right-to-use assets), the measurement of which is discussed thereafter. Donated capital assets are recorded at acquisition value at the date of acquisition. As permitted under GASB Statement No. 34 for small governmental entities, the City has elected to report infrastructure assets prospectively beginning July 1, 2003.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Property, plant, and equipment of the primary government, as well as the component unit, are depreciated using the straight-line method over the following estimated useful lives:

Equipment	5 - 10 years
Vehicles	4 - 15 years
Furniture	7 years
Buildings	50 years
Improvements	5 - 20 years
Infrastructure	50 years

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 1 – Summary of Significant Accounting Policies (Continued)

G. *Compensated Absences Payable*

Under certain circumstances and according to the negotiated labor agreements, employees of the City are allowed to accumulate annual leave. This amount is accrued in the government-wide and proprietary fund statements. Refer to Note 6 for additional information.

H. *Long-Term Obligations*

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities.

In accordance with GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities*, debt issuance costs except for any portion related to prepaid insurance were recognized as expense in the period incurred.

I. *Claims and Judgments*

The City records a liability for claims, judgments, and litigation when it is probable that an asset has been impaired, or a liability has been incurred prior to fiscal year-end and the probable amount of loss (net of any insurance coverage) can be reasonably estimated.

The City is exposed to various risks of losses related to torts; theft of, damages to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City currently reports all of its risk management activities in its General Fund. Claims expenditures and liabilities are reported when it is probable that a loss has occurred, and the amount of the loss can be reasonably estimated. These losses include an estimate of claims that have been incurred, but not reported.

It is the City's policy to liquidate claims and judgments existing at June 30, with future resources. Accordingly, the liabilities are recorded in the Statement of Net Position. These noncurrent amounts will be recorded as fund expenditures in the fiscal year in which they are paid or become due on demand.

J. *Deferred Outflows and Inflows of Resources*

In addition to assets, the statements of net position and the governmental funds balance sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/ expenditure) until then. The City has two items which qualify for reporting in this category.

Deferred pension related items relate to the net pension obligation reported in the statement of net position. These outflows are the results of *contributions made after the measurement date*, which are recognized in the following year, and consist of *adjustments due to differences in proportions, changes in assumptions, and differences between expected and actual experiences*, which are deferred and amortized over the expected average remaining life time. Additionally, the *net difference between projected and actual earnings on pension plan investments* is reported and amortized over 5 years. Deferred outflows from changes in net pension liability arise only under a full accrual basis of accounting and are reported in the government-wide Statement of Net Position and proprietary funds Statement of Net Position.

The City also reports a *deferred charge on refunding* which results from the difference in the carrying value of the refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunded or refunding debt.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 1 – Summary of Significant Accounting Policies (Continued)

J. Deferred Outflows and Inflows of Resources (Continued)

In addition to liabilities, the statements of net position and the governmental funds' balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has two items which qualify for reporting in this category. The first item is in relation to the net pension obligation reported in the statement of net position. These inflows are the results of *changes of assumptions, differences between expected and actual experiences, adjustments due to differences in proportions, and differences between proportionate share of contributions and actual contributions*. Inflows from changes in net pension liability arise only under a full accrual basis of accounting and are reported in the government-wide Statement of Net Position and proprietary funds Statement of Net Position.

K.

The City also reports one type of item, which arises only under the modified accrual basis of accounting, that qualifies for reporting in this category. Accordingly, the item, unavailable revenue, is reported only in the governmental funds' balance sheet. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

L. Net Position

Net position is the excess of all the City's assets over all its liabilities, regardless of fund. Net position is divided into three captions under GASB Statement No. 34. These captions apply only to net position, which is determined only at the government-wide level, and are described below:

- Net Investment in Capital Assets – the portion of net position that is represented by the current net book value of the City's capital assets, less the outstanding balance of any debt issued to finance these assets.
- Restricted – the portion of net position that is restricted as to use by the terms and conditions of agreements with outside parties, governmental regulations, laws or other restrictions, which the City cannot unilaterally alter. These principally include funds restricted to community development projects purposes and funds for use in building improvements and governmental grants.
- Unrestricted – the portion of net position that is not restricted as to use.

M. Net Position Flow Assumptions

Sometimes the City will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 1 – Summary of Significant Accounting Policies (Continued)

M. Fund Balance

In the fund financial statements, governmental funds report fund balance as nonspendable, restricted, committed, assigned, or unassigned based primarily on the extent to which the City is bound to honor constraints on how specific amounts can be spent.

- Nonspendable – the portion of a fund balance that includes amounts that cannot be spent because they are either not in a spendable form, such as prepaid items, inventories, or loans receivable.
- Restricted – the portion of a fund balance that reflects constraints placed on the use of resources (other than non-spendable items) that are either (a) externally imposed by creditors (such as through debt covenants, grantors, contributors, or laws or regulations of other governments); or (b) imposed by law through constitutional provisions or enabling legislation. Examples of restricted fund balances include State Gas Tax, Asset Seizure, and Measure M funds.
- Committed – the portion of a fund balance that included amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the government’s highest level of decision- making authority and remain binding unless removed in the same manner.
 - a. The City Council, as the City’s highest level of decision-making authority, may commit fund balance for specific purposes pursuant to constraints imposed by formal actions taken, such as a resolution.
 - b. These committed amounts cannot be used for any other purpose unless the City Council removes or changes the specified use through the same type of formal action taken to establish the commitment.
 - c. City Council action to commit fund balance needs to occur within the fiscal reporting periods; however, the amount can be determined subsequently.
- Assigned – amounts that are constrained by the City’s intent to be used for specific purposes, but are neither Restricted nor Committed, should be reported as Assigned fund balance. This policy hereby delegated the authority to assign amounts to be used for specific purposes to the City Manager for the purpose of reporting these amounts in the City’s annual financial statements. Examples of assigned fund balance are funds intended for Capital Improvement Projects and Equipment Replacement.
- Unassigned – residual net resources in excess of what can properly be classified in one of the other four categories and do not have any specific spending limitations. The General Fund is the only fund that reports a positive unassigned fund balance amount. In governmental funds, other than the General Fund, if expenditures incurred for specific purposes exceed the amounts that are restricted, committed, or assigned to those purposes, the City reports a negative unassigned fund balance in that fund.

In July 2017, City Council established a Reserve for Emergencies to be maintained at 25% of General Fund appropriations. The reserve is only to be used, with council approval, in the case of a declared natural disaster or financial emergency. A financial emergency is considered when annual revenues decrease by 5% or more or when annual expenditures increase by 5% or more.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 1 – Summary of Significant Accounting Policies (Continued)

N. Fund Balance Flow Assumptions

Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

O. Pensions

For purposes of measuring the net pension liability, deferred outflows and inflows of resources related to pensions, and pension expense, information about the pension plans fiduciary net positions and additions to/deductions from the pension plans fiduciary net positions have been determined on the same basis as they are reported by the CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value.

GASB 68 requires that the reported results must pertain to liability and asset information within certain defined timeframes. For this report, the following timeframes are used.

Valuation Date (VD)	June 30, 2020
Measurement Date (MD)	June 30, 2021
Measurement Period (MP)	June 30, 2021 to June 30, 2022

P. Other Post-Employment Benefits (OPEB)

For purposes of measuring the other post-employment benefits (OPEB) liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense have been determined by an independent actuary. For this purpose, benefit payments are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value.

Generally accepted accounting principles require that the reported results must pertain to liability and asset information within certain defined timeframes. For this report, the following timeframes are used:

Valuation Date (VD)	June 30, 2022
Measurement Date (MD)	June 30, 2022
Measurement Period (MP)	July 1, 2021 to June 30, 2022

Q. New Accounting Pronouncements

The City adopted Statement on Governmental Accounting Standards (GASB Statements) No. 87-*Leases*; No 89-*Accounting for Interest Cost Incurred Before the End of a Construction Period*; No. 90-*Majority Equity Interest*; No. 93-*Replacement of Interbank Offered Rates*; and No. 97-*Certain Component Unit Criteria for Internal Revenue Code 457 Deferred Compensation Plans*. The City implemented GASB No. 87 during fiscal year June 30, 2022. The adoption of the GASB Nos. 89, 90, 93, and 97 did not significantly impact the City.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 1 – Summary of Significant Accounting Policies (Continued)

R. Leases

Lessee: The City is a lessee for a noncancellable lease of equipment. The City recognizes a lease liability and an intangible right-to-use lease asset (lease asset) in the government-wide financial statements. The City recognizes lease liabilities with an initial, individual value of \$5,000 or more.

At the commencement of a lease, the City initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to leases include how the City determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments. The City uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the City generally uses its estimated incremental borrowing rate as the discount rate for leases. The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the City is reasonably certain to exercise.

The City monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Lease assets are reported with other capital assets and lease liabilities are reported with long-term debt on the Statement of Net Position.

Lessor: At the commencement of a lease, the City initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of the lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key elements and judgement include how the City determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts. The City uses its estimated incremental borrowing rate as the discount rate for leases. The lease term includes the noncancellable period of the lease. Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee.

The City monitors changes that would require a remeasurement of its lease and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable. The City currently does not have any leases receivable.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 1 – Summary of Significant Accounting Policies (Continued)

S. Property Taxes

Under California law, property taxes are assessed and collected by the counties at up to 1% of assessed value, plus other increases approved by the voters. The property taxes go into a pool and are then allocated to the cities based on complex formulas.

Property taxes are assessed, collected and allocated by Orange County throughout the fiscal year according to the following property tax calendar.

Lien Date	January 1
Levy Date	July 1 to June 30
Due Dates	November 1, 1st installment, February 1, 2nd installment
Delinquent Dates	December 11, 1st installment, April 11, 2nd installment

Property taxes receivable for the governmental fund types, which have been remitted within 60 days subsequent to year end, are considered measurable and available and recognized as revenues. All other property taxes are offset by deferred property tax inflows of resources and, accordingly, have not been recorded as revenue. Taxes are considered past due on the above delinquent dates, at which time the applicable property is subject to lien, and penalties and interest are assessed.

T. Functional Classifications

Expenditures of the Governmental Funds are classified by function. Functional classifications are defined as follows:

- General government – includes legislative activities, which have a primary objective of providing legal and policy guidelines for the City. Also included in this classification are those activities that provide management or support services across more than one functional area.
- Public safety – includes those activities that involve the protection of people and property.
- Community development – includes those activities such as planning, code enforcement, and building and safety inspections.
- Recreation and community services – includes those activities that involve the community cultural and leisure activities.
- Public works – includes those activities that involve the maintenance and improvement of City streets, roads, and park development and maintenance.
- Capital outlay – includes purchases of property, plant and equipment which are expensed in the governmental funds because governmental funds use the current financial resources measurement focus.
- Principal retirement – includes principal payments for long-term liabilities.
- Interest and fiscal charges – includes current payments for interest on the City's long-term debt.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 1 – Summary of Significant Accounting Policies (Continued)

U. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (GAAP) requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Note 2 – Stewardship, Compliance, and Accountability

A. Violations of Legal or Contractual Provisions

Note 2 to Required Supplementary Information, on the Excess of Expenditures over Appropriations, describes budgetary violations that occurred in the General Fund for the year ended June 30, 2022.

B. Deficit Fund Balance

At June 30, 2022, the Community Development Block Grant (CDBG) nonmajor special revenue fund reported a deficit fund balance of \$114,182. The deficit is due to the timing of the receipt of CDBG program reimbursements for expenditures incurred. The deficit will be eliminated as the program reimbursements are received from the grantor agency.

Note 3 – Cash and Investments

A. Summary of Cash and Investments

At June 30, 2022, the City reported \$21,302,076 in unrestricted cash and investments and \$249 in restricted cash and investments held with fiscal agents for a total cash and investment balance of \$21,302,325. Total cash and investments consisted of the following:

Cash on hand	\$ 3,500
Demand deposits	796,570
Investments	20,502,255
Total Cash and Investments	<u>\$ 21,302,325</u>

The City follows the practice of pooling cash and investments of all funds except for funds required to be held by fiscal agents under provisions of bond indentures. Interest income earned on pooled cash and investments is allocated monthly to the various funds based on monthly cash and investment balances. Interest income from cash and investments with fiscal agents is credited directly to the related fund.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 3 – Cash and Investments (Continued)

B. Cash Deposits

The carrying amounts of the City's cash deposits were \$796,570 at June 30, 2022. Bank balances before reconciling items were \$549,966 at that date. The difference of \$246,604 represents outstanding checks, cash deposits in transit, and other reconciling items.

All City's cash and investments as of June 30, 2022, were collateralized or insured with securities held by pledging financial institutions in the City's name. The California Government Code requires California banks and savings and loan associations to secure the City's cash deposits by pledging securities as collateral. This Code states that collateral pledged in this manner shall have the effect of perfecting a security interest in such collateral superior to those of a general creditor. Thus, collateral for cash deposits is considered to be held in the City's name.

C. Investments

The following table identifies the investment types that are authorized for the City by the California Government Code (or the City's investment policy, where more restrictive). The table also identifies certain provisions of the California Government Code (or the City's investment policy, where more restrictive) that address interest rate risk, credit risk, and concentration of credit risk. This table does not address investments of debt proceeds held by bond trustees that are governed by the provisions of bond indentures of the City, rather than the general provisions of the California Government Code or the City's investment policy.

Authorized Investment Type	Maximum Maturity	Maximum Percentage of Portfolio*	Maximum Investment in One Issuer
United States (U.S.) Treasury Obligations	5 years	None	None
Federal Agency Securities	5 years	None	None
Certificates of Deposit	5 years	None	\$250,000
Negotiable Certificates of Deposit	5 years	30%	30%
Local Agency Investment Fund (LAIF)	N/A	None	\$50 million

* Excludes amounts held by bond trustees that are not subject to California Government Code restrictions.

Investments of debt proceeds held by bond trustees are governed by provisions of the debt agreements, rather than the general provisions of the California Government Code or the City's investment policy.

Authorized Investment Type	Maximum Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
U.S. Treasury Obligations	30 years	None	None
U.S. Agency Securities	None	None	None
Banker's Acceptances	180 days	40%	30%
Commercial Paper	270 days	25%	10%
Money Market Mutual Funds	None	None	None
Investment Agreements	None	None	None
Local Agency Bonds	None	None	None
Medium Term Notes	5 years	30%	None
Negotiable Certificates for Deposits	None	30%	None
Local Agency Investment Fund (LAIF)	None	None	None

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 3 – Cash and Investments (Continued)

C. Investments (Continued)

Investment in State Investment Pool

The City is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The fair value of the City's investment in this pool is reported in the accompanying financial statements at amounts based upon the City's pro-rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawals is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis. LAIF does not impose limits or restrictions on participant withdrawals, and the entire balance of the City's investment in the portfolio is available for withdrawal at any time. LAIF is not registered with the Securities and Exchange Commission and is not rated. Deposits and withdrawals in LAIF are made on the basis of \$1 and not fair value. Accordingly, the City's investment in this pool is measured on uncategorized inputs not defined as Level 1, 2, or 3.

D. Risk Disclosures

Disclosures Relating to Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. One of the ways that the City manages its exposure to interest rate risk is by purchasing a combination of shorter term and longer-term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for operations.

Information about the sensitivity of the fair values of the City's investments (including investments held by bond trustees) to market interest rate fluctuations is provided by the following table that shows the distribution of the City's investments by maturity:

<u>Investment Type</u>	<u>Remaining Investment Maturities</u>			<u>Total</u>
	<u>Less than 1 Year</u>	<u>1 to 3 Years</u>	<u>4 to 5 Years</u>	
U.S. Treasury Obligations	\$ -	\$ 938,242	\$ 226,983	\$ 1,165,225
U.S. Agency Securities	-	3,177,967	4,949,937	8,127,904
Certificates of Deposit	743,167	732,413	1,373,104	2,848,684
Agency Investment Fund (LAIF)	8,360,193	-	-	8,360,193
Investment held by Bond Trustee:				
Money Market Mutual Funds	249	-	-	249
Total	<u>\$ 9,103,609</u>	<u>\$4,848,622</u>	<u>\$6,550,024</u>	<u>\$20,502,255</u>

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 3 – Cash and Investments (Continued)

D. Risk Disclosures (Continued)

Disclosures Relating to Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Presented below is the minimum rating required by (where applicable) the California Government Code, the City's investment policy, or debt agreements, and the actual rating, by Standards and Poor, as of fiscal year end for each investment type:

<u>Investment Type</u>	<u>Total</u>	<u>Minimum Legal Rating</u>	<u>Not Rated</u>	<u>AAA</u>	<u>AA+</u>
U.S. Treasury Obligations	\$1,165,225	N/A	\$ -	\$1,165,225	\$ -
U.S. Agency Securities	8,127,904	N/A	-	8,127,904	-
Certificates of Deposit	2,848,684	N/A	2,848,684	-	-
Agency Investment Fund (LAIF)	8,360,193	Not Rated	8,360,193	-	-
Investment held by Bond Trustee:					
Money Market Mutual Funds	<u>249</u>	<u>N/A</u>	<u>-</u>	<u>-</u>	<u>249</u>
Total	<u>\$20,502,255</u>		<u>\$11,208,877</u>	<u>\$9,293,129</u>	<u>\$ 249</u>

Concentration of Credit Risk

The City's investment policy imposes restrictions on the percentage that the City can invest in certain types of investments. As of June 30, 2022, in accordance with GASB Statement No. 40 requirements, the City is exposed to concentration of credit risk whenever they have invested more than 5% of their total investments in any one issuer.

Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits. The City's investment policy does not contain any additional provisions that would limit the exposure to custodial credit risk for deposits. However, the policy does stipulate that mortgage collateral cannot be used to secure deposits, and that the use of a third-party bank trust department is to act as the City's safekeeping agent for investments. At June 30, 2022, City deposits (bank balances) were insured by the Federal Depository Insurance Corporation or collateralized as required under California Law.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 3 – Cash and Investments (Continued)

D. Risk Disclosures (Continued)

Fair Value Hierarchy

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

The City has the following recurring fair value measurements as of June 30, 2022:

Investments	Totals	Level		
		1	2	Uncategorized
U.S. Treasury Obligations	\$ 1,165,225	\$ 1,165,225	\$ -	\$ -
U.S. Agency Securities	8,127,904	8,127,904	-	-
Certificates of Deposit	2,848,684	-	2,848,684	-
Local Agency Investment Fund (LAIF)	8,360,193	-	-	8,360,193
Investment Held by Fiscal Agent				
Money Market Funds	249	249	-	-
Totals	\$ 20,502,255	\$ 9,293,378	\$ 2,848,684	\$ 8,360,193

Deposits and securities classified in Level 1 of the fair value hierarchy are valued using prices quoted in active markets for those securities. Federal Agency Securities classified in Level 2 of the fair value hierarchy are valued using institutional bond quotes.

Note 4 – Interfund Transactions

A. Receivables/Payables

The purpose of the interfund transactions is to make short-term interfund loans from the General Fund to nonmajor governmental funds. These interfund loans are to provide for negative cash balances at year-end and/or operating cash flow. Due to/from amounts are short-term financing, which are paid within one year. There were no such balances as of June 30, 2022.

B. Transfers In/Out

Transfers In	Transfers Out		
	General Fund	Nonmajor Governmental Funds	Total
General Fund	\$ -	\$ 375,000	\$ 375,000
Nonmajor Governmental Funds	453,500	-	453,500
Internal Service Funds	850,000	-	850,000
Total	\$ 1,303,500	\$ 375,000	\$ 1,678,500

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 4 – Interfund Transactions (Continued)

B. Transfers In/Out (Continued)

Transfers to the General Fund from the Nonmajor Governmental Funds were made to fund street maintenance, partially offset the cost of police services, and to partially offset the cost of the Police Department motor officer program and other costs pertaining to traffic safety programs. Transfers to the Other Governmental Funds from the General Fund were made to make principal and interest payments of debt issued for the Laurel Park purchase. Transfers to the Internal Services Funds from the General Fund were made to set aside fund for claim reserves, in case of any future incidents.

Note 5 – Capital Assets

A summary of changes in the Governmental Activities capital assets for the fiscal year ended June 30, 2022 are as follows:

<u>Description</u>	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>
Non-depreciable:				
Land	\$ 5,917,715	\$ -	\$ -	\$ 5,917,715
Construction in process	<u>624,720</u>	<u>1,056,916</u>	<u>(500,216)</u>	<u>1,181,420</u>
Total non-depreciable	<u>6,542,435</u>	<u>1,056,916</u>	<u>(500,216)</u>	<u>7,099,135</u>
Depreciable:				
Buildings and improvements	2,295,266	-	-	2,295,266
Equipment	1,266,120	126,030	(56,015)	1,336,135
Right-to-use – leased vehicles	50,263	25,518	-	75,781
Vehicles	1,173,866	103,744	-	1,277,610
Infrastructure- road system	<u>14,109,191</u>	<u>500,215</u>	<u>-</u>	<u>14,609,406</u>
Total depreciable capital assets	<u>18,894,706</u>	<u>755,507</u>	<u>(56,015)</u>	<u>19,594,198</u>
Less accumulated depreciation for:				
Buildings and improvements	1,536,574	42,393	-	1,578,967
Equipment	1,011,510	58,910	(56,015)	1,014,405
Right-to-use – leased vehicles	-	16,780	-	16,780
Vehicles	1,056,337	56,260	-	1,112,597
Infrastructure- road system	<u>2,816,199</u>	<u>282,992</u>	<u>-</u>	<u>3,099,191</u>
Total accumulated depreciation	<u>6,420,620</u>	<u>457,335</u>	<u>(56,015)</u>	<u>6,821,940</u>
Total depreciable capital assets, net	<u>12,474,086</u>	<u>298,172</u>	<u>-</u>	<u>12,772,258</u>
Total capital assets, net	<u>\$ 19,016,521</u>	<u>\$ 1,355,088</u>	<u>\$ (500,216)</u>	<u>\$ 19,871,393</u>

Depreciation expense was charged to governmental activities as follows:

	<u>General</u>	<u>Internal Service</u>	<u>Total</u>
General Government	\$ 18,280	\$ -	\$ 18,280
Public Safety	22,851	-	22,851
Recreation and Community Services	54,840	-	54,840
Public Works	255,918	-	255,918
Internal Service Fund	-	105,446	105,446
Totals	<u>\$ 351,889</u>	<u>\$ 105,446</u>	<u>\$ 457,335</u>

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 5 – Capital Assets (Continued)

	<u>Expenditures Spent-to-date</u>	<u>Remaining Commitment</u>
Construction commitments:		
Government activities – street projects:		
Year 1 Residential Street Improvements	\$ 70,650	\$ 1,177,965
Howard Street from Noel to Lexington	100,957	30,043
Bloomfield from Farquhar to Katella	119,589	40,411
Suburbia Rehabilitation	157,715	29,269
Woodcrest and Carrier Row	19,398	209,685
Storm Drain Management Plan	64,860	10,140
Suburbia Street Project	49,124	73,822

Note 6 – Compensated Absences

The following is a summary of changes in compensated absences for the year ended June 30, 2022 is as follows:

	Balance July 1, 2021	Additions	Deletions	Balance June 30, 2022	Due within One Year
Compensated absences	\$ 481,842	\$ 229,747	\$ 223,557	\$ 488,032	\$ 181,844

There is no repayment schedule for compensated absences. Employee leave benefits are payable to employees upon usage or termination. The City's policies relating to the payment of these benefits are discussed in Note 1. The liability for compensated absences is typically liquidated through the General Fund.

Note 7 – Long-Term Debt

The following is a summary of changes in Governmental Activities long-term debt for the year ended June 30, 2022:

	Balance July 1, 2021	Additions	Deletions	Balance June 30, 2022	Due within One Year
2015 Certificates of Participation	\$ 3,325,000	\$ -	\$ 80,000	\$ 3,245,000	\$ 85,000
Unamortized bond premium	109,555	-	4,434	105,121	4,434
	<u>\$ 3,434,555</u>	<u>\$ -</u>	<u>\$ 84,434</u>	<u>\$ 3,350,121</u>	<u>\$ 89,434</u>
Other Long-term Liabilities:					
Lease payable – Police Vehicles	\$ 68,008	\$ -	\$ 5,770	\$ 62,238	\$ 12,967

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 7 – Long-Term Debt (Continued)

A. 2015 Certificates of Participation

On September 1, 2015, the City issued the 2015 Certificates of Participation in the amount of \$3,685,000, as a public offering, to refund the outstanding balance of the 2006 (Laurel Park Acquisition) Certificates of Participation in an advanced refunding transaction, and to finance the design, acquisition, and construction of certain capital improvement projects. There are no finance-related consequences related to significant events of default or termination, and there are no acceleration clauses. There are no assets pledged as collateral, no required reserve, and no unused lines of credit. Interest on the bonds is payable semiannually on October 1 and April 1, commencing April 1, 2016, at rates which range from 2.00% to 5.00%. Principal payments begin October 1, 2017 and continue October 1 of each year through October 1, 2045. The outstanding balance as of June 30, 2022 is \$3,245,000. The annual debt service requirements on these bonds are as follows:

Year ending June 30,	Principal	Interest	Total
2023	\$ 85,000	\$ 125,444	\$ 210,444
2024	85,000	121,194	206,194
2025	90,000	116,819	206,819
2026	95,000	112,194	207,194
2027	100,000	107,319	207,319
2028-2032	560,000	482,144	1,042,144
2033-2037	655,000	379,147	1,034,147
2038-2042	805,000	236,900	1,041,900
2043-2046	770,000	63,200	833,200
	<u>\$ 3,245,000</u>	<u>\$ 1,744,361</u>	<u>\$ 4,989,361</u>

B. Lease Payable – Police Vehicles

In December 2020, the City entered into two five-year lease agreements as lessee for the acquisition and use of two vehicles. Initial lease liabilities were recorded in the amounts of \$31,142 and \$42,533 during the current fiscal year as a result of implementation of GASB 87. As of June 30, 2022, the value of the lease liabilities were \$16,254 and \$22,204. The City is required to make monthly principal and interest payments of \$519 and \$708 for the vehicles. The leases both have an interest rate of 16.2%. The vehicles both have a five-year estimated useful life. The value of the right-to-use asset as of June 30, 2022 was \$21,244 and \$29,019 less accumulated amortization of \$6,373 and \$8,706, respectively.

In March 2022, the City entered into a five-year lease agreement as lessee for the acquisition and use of a vehicle. An initial lease liability was recorded in the amount of \$25,518 during the current fiscal year as a result of implementation of GASB 87. As of June 30, 2022, the value of the lease liability was \$23,780. The City is required to make monthly principal and interest payments of \$623 for the vehicle. The lease has an interest rate of 16.2%. The equipment has a five-year estimated useful life. The value of the right-to-use asset as of June 30, 2022 was \$25,518 less accumulated amortization of \$1,701.

The following future principal and interest payments on the leases payable for June 30 are as follows:

Year ending June 30,	Principal	Interest	Total
2023	\$ 12,967	\$ 9,248	\$ 22,215
2024	15,226	6,989	22,215
2025	17,888	4,327	22,215
2026	12,060	1,561	13,621
2027	4,097	292	4,389
	<u>\$ 62,238</u>	<u>\$ 22,417</u>	<u>\$ 85,255</u>

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 8 – Defined Contribution Plans

The City provides pension benefits for all of its part time employees through a defined contribution plan. In a defined contribution plan, benefits depend solely on amounts contributed to the plan plus investment earnings. The plan is administered as part of the City's 457 plan. Federal legislation requires contributions of at least 7.5% of the employees' salary. For the fiscal year ended June 30, 2022, the City contributed \$35,121. City employees are invested immediately. City Council has the authority to establish and amend the provisions of this plan.

Note 9 – Defined Benefit Pension Plans

A. Plan Description

The City contributes to the California Public Employees' Retirement System (CalPERS), a cost-sharing multiple-employer public employee defined benefit pension plan for full-time safety and miscellaneous employees. CalPERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. CalPERS acts as a common investment and administrative agent for participating public entities within the State of California. CalPERS issues a publicly available financial report that includes financial statements and required supplementary information for the cost-sharing plans that are administered by CalPERS. Copies of CalPERS' annual financial report may be obtained from their executive office at: 400 P Street, Sacramento, California 95814.

B. Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full-time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: The Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 9 – Defined Benefit Pension Plans (Continued)

B. Benefits Provided (Continued)

The City has a multiple tier retirement plan with benefits varying by plan for both miscellaneous and safety employees hired on or before specific dates as follows:

Safety Employees

- **Legacy POA Employees** – The retirement formula is 3% at age 50 for safety employees covered under the Los Alamitos Police Officers' Association (POA) that were hired on or before December 31, 2012. The employee is responsible for the employee share (9%).
- **Non-Represented Safety Employees** – The retirement formula for Non-Represented Safety Employees hired on or before December 31, 2012 is 3% at age 50. The employee is responsible for the employee share (9%).
- **Safety PEPRA Employees** – The retirement formula is 2.7% at age 57 for new members hired on or after January 1, 2013. The employee must pay one-half (1/2) of the normal cost of the benefit. The normal cost is currently 23.49% - one-half of which is 11.745%, which is paid by the employee.

Classic members (CalPERS members prior to 12/31/12) hired on or after January 1, 2013 may be placed in a different tier.

Miscellaneous Employees

- **Legacy CEA Employees** – The retirement formula is 2.7% at age 55 for miscellaneous employees covered under the Los Alamitos City Employees Association (CEA) hired on or before December 31, 2012. The employee is responsible for the employee share (8%).
- **Non-Represented Miscellaneous Employees** – The retirement formula for Non-Represented Miscellaneous Employees hired on or before December 31, 2012 is 2.7% at age 55. The employee is responsible for the employee share (8%) with the exception of the City Manager whereby the City pays the employee share (8%).
- **Miscellaneous PEPRA Employees** – The retirement formula is 2% at age 62 for new members hired on or after January 1, 2013. The employee must pay one-half (1/2) of the normal cost of the benefit. The normal cost is currently 12.783% - one-half of which is 6.3915%, which is paid by the employee.

Classic members (CalPERS members prior to 12/31/12) hired on or after January 1, 2013 may be placed in a different tier.

Additionally, the City is required to contribute the actuarially determined amounts necessary to fund the benefits for its members. The actuarial methods and assumptions used are those adopted by the CalPERS Board of Administration. The required employer contribution rates for fiscal year 2021-2022 are as follows:

	Employer Rates
Classic Miscellaneous Members	14.02%
PEPRA Miscellaneous Members	7.59%
Classic Safety Members	23.71%
PEPRA Safety Members	13.13%

The employer rate for each plan does not include the additional City payment made towards the unfunded pension liability. Payment towards the unfunded liability for the fiscal year ended June 30, 2022 was \$1,677,621.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 9 – Defined Benefit Pension Plans (Continued)

C. Contribution Description

Section 20814(c) of the California Public Employees’ Retirement Law (PERL) requires that the employer contribution rates for all public employers are determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through CalPERS’ annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The employer is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. Employer contribution rates may change if plan contracts are amended. Payments made by the employer to satisfy contribution requirements that are identified by the pension plan terms as plan member contribution requirements are classified as plan member contributions.

For the year ended June 30, 2022, the contributions recognized as a reduction to the net pension liability for the miscellaneous and safety plans was \$772,765 and \$848,052, respectively.

D. Actuarial Methods and Assumptions Used to Determine Total Pension Liability

The June 30, 2020 valuations were rolled forward to determine the June 30, 2021 total pension liabilities, based on the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal in accordance with the requirements of GASB 68
Actuarial Assumptions	
Discount Rate	7.15%
Inflation	2.50%
Salary Increases	Varies by Entry Age and Service
Mortality Rate Table ¹	Derived using CalPERS' Membership Data for all Funds
Post Retirement Benefit Increase	Contract COLA up to 2.0% until Purchasing Power Protection Allowance Floor on Purchasing Power applies, 2.5% thereafter

¹ The mortality table used was developed based on CalPERS-specific data. The table includes 15 years of mortality improvements using the Society of Actuaries Scale 90% of scale MP 2016. For more details on this table, please refer to the December 2017 experience study report (based on CalPERS demographic data from 1997 to 2015) that can be found on the CalPERS website.

E. Long-term Expected Rate of Return

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all of the funds’ asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11+ years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses. The expected real rates of return by asset class are as followed:

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 9 – Defined Benefit Pension Plans (Continued)

E. Long-term Expected Rate of Return

Asset Class	Assumed Asset Allocation
Public equity	50.0%
Global fixed income	28.0%
Real assets	13.0%
Private equity	8.0%
Inflation sensitive assets	0.0%
Liquidity	1.0%

F. Discount Rate

The discount rate used to measure the total pension liability was 7.15%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

G. Subsequent Events

There were no subsequent events that would materially affect the results presented in this disclosure.

H. Amortization of Deferred Outflows and Deferred Inflows of Resources

Under GASB 68, gains and losses related to changes in total pension liability and fiduciary net position are recognized in pension expense systematically over time.

The first amortized amounts are recognized in pension expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to pensions and are to be recognized in future pension expense.

The amortization period differs depending on the source of the gain or loss:

Net difference between projected and actual earnings on pension plan investments	5 year straight-line amortization
All other amounts	Straight-line amortization over the expected average remaining service lifetime (EARSL) of all membersthat are provided with benefits (active, inactive, and retired) as of the beginning of the measurement period

The EARSL for PERF C (the CalPERS pool) for the measurement date ending June 30, 2021 is 3.7 years, which was obtained by dividing the total service years of 559,502 (the sum of remaining service lifetimes of the active employees) by 150,958 (the total number of participants: active, inactive, and retired) in PERF C. Inactive employees and retirees have remaining service lifetimes equal to 0. Total future service is based on the members' probability of decrementing due to an event other than receiving a cash refund.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 9 – Defined Benefit Pension Plans (Continued)

I. Pension Liabilities, Pension Expenses, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pension

Net Pension Liability

As of June 30, 2022, the City reported net pension liabilities for its proportionate shares of the net pension liability of each Plan as follows:

Proportionate Share of Net Pension Liability	
Miscellaneous	\$ 7,053,182
Safety	7,487,386
Total Net Pension Liability	<u>\$ 14,540,568</u>

The City's net pension liability for each plan is measured as the proportionate share of the net pension liability. The net pension liability of each of the plans is measured as of June 30, 2020, and the total pension liability for each plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2020 rolled forward to June 30, 2021 using standard update procedures. The City's proportion of the net pension liability was based on a projection of the City's long-term share of contributions to the pension plans relative to the projected contributions of all participating employers, actuarially determined. The City's proportionate share of the net pension liability for each plan as of June 30, 2020 and 2021, were as follows:

	<u>Miscellaneous</u>	<u>Safety</u>
Proportion – June 30, 2020	0.2450%	0.1772%
Proportion – June 30, 2021	<u>0.3738%</u>	<u>0.2140%</u>
Change – Increase (Decrease)	<u>0.1288%</u>	<u>0.0368%</u>

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability of the City, calculated using the discount rate of 7.15%, as well as what the Plan's net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (6.15%) or 1 percentage point higher (8.15%) than the current rate:

	Discount Rate -1% <u>(6.15%)</u>	Current Discount Rate <u>(7.15%)</u>	Discount Rate +1% <u>(8.15%)</u>
Proportion – June 30, 2020	\$11,611,367	\$ 7,053,182	\$ 3,326,094
Proportion – June 30, 2021	<u>13,283,412</u>	<u>7,487,386</u>	<u>2,726,666</u>
Change – Increase (Decrease)	<u>\$24,894,779</u>	<u>\$14,540,568</u>	<u>\$ 6,052,760</u>

Pension Expense and Pension Deferrals

For the year ended June 30, 2022, the City recognized a total pension expense of \$491,685 for the Miscellaneous plan and \$436,776 for the Safety plan, totaling \$928,461 for all plans. At June 30, 2022, the City reported deferred outflows and deferred inflows of resources related to pensions as follows:

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 9 – Defined Benefit Pension Plans (Continued)

I. Pension Liabilities, Pension Expenses, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pension

<u>Miscellaneous Plan</u>	Deferred Outflows of Resources	Deferred Inflows of Resources
Contributions subsequent to measurement date	\$ 1,043,161	\$ -
Changes in assumptions	-	-
Difference between expected and actual experience	793,464	2,523
Net difference between projected and actual earnings on pension plan investments	19,639	6,176,695
Adjustment due to differences in proportions	3,063,933	262,567
Difference between actual and proportionate share of contributions	49,624	321,455
Subtotal Miscellaneous Plan	4,969,821	6,763,240
 <u>Safety Plan</u>		
Contributions subsequent to measurement date	1,280,078	-
Changes in assumptions	-	-
Difference between expected and actual experience	1,281,287	2,073
Net difference between projected and actual earnings on pension plan investments	7,222	4,463,655
Adjustment due to differences in proportions	1,336,895	33,405
Difference between actual and proportionate share of contributions	105,479	950,373
Subtotal Safety Plan	4,010,961	5,449,506
Total All Plans	\$ 8,980,782	\$ 12,212,746

The \$2,323,239 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2023. Other amounts reported as deferred outflows or deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Fiscal Year	<u>Deferred Outflows/(Inflows) of Resources</u>		
Ending June 30,	<u>Miscellaneous</u>	<u>Safety</u>	<u>Total</u>
2023	\$ (284,108)	\$ (326,250)	\$ (610,358)
2024	(238,549)	(436,791)	(675,340)
2025	(612,429)	(729,233)	(1,341,662)
2026	(1,701,494)	(1,226,349)	(2,927,843)

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 10 – Other Post-Employment Benefit (OPEB) Plan

A. Plan Description

In addition to providing pension benefits, the City provides certain health care benefits, through a single- employer OPEB Plan (the Plan), for retired employees in accordance with a City Council resolution. Substantially, all the City's employees become eligible for those benefits if they reach normal retirement age while working for the City. Those and similar benefits for active employees are provided through PERS whose premiums are based on the benefits paid during the year.

Retiree health care coverage is segregated into two tiers as follows:

Tier 1 – Employees Hired Before August 1, 1994(1) receive one of the following:

- Miscellaneous and Safety Employees with 10 years of service with the City, with a regular service retirement, shall be eligible to receive 100% of the monthly benefit applicable towards the employee and one dependent, provided that employee plus one dependent coverage was in effect upon the date of retirement, up to Medicare age, and up to \$300 per month thereafter for life.
- Employees age fifty (50) or over received up to \$300 per month for life.

Tier 2 – Employees Hired on or After August 1, 1994(1) receive one of the following:

- Miscellaneous Employees with at least 15 years of continuous service with the City, and have reached the age of fifty-five (55) shall be eligible to receive 100% of the monthly benefit applicable towards the employee and one dependent, provided that employee plus one dependent coverage was in effect upon the date of retirement, up to Medicare age, and up to \$300 per month thereafter for life.
- Safety Employees with 10 years of service with the City shall be eligible to receive 50% of the monthly benefit applicable towards the employee and one dependent, if employee plus one dependent coverage was in effect upon the date of retirement. The percentage increases by 5% per year to 100% at 20 years of service up to Medicare age, and up to \$300 per month thereafter for life.

(1) Applies to police employees hired after January 1, 1995.

B. Employees Covered

As of the June 30, 2022 actuarial valuation, the following current and former employees were covered by the benefit terms under the Plan:

Active	50
Inactive employees or beneficiaries currently receiving benefits	47
Inactive employees entitled to, but not yet receiving benefits	0
Total	<u>97</u>

C. Contributions

The contribution requirements of plan members and the City are established and may be amended by the City Council, and/or the employee associations. The City is currently funding this OPEB obligation based on a pay-as-you-go basis. For the measurement date ended June 30, 2022, the City made no contributions to the plan, which would be recognized as a reduction of the total OPEB liability.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 10 – Other Post-Employment Benefit (OPEB) Plan (Continued)

D. Actuarial Methods and Assumptions

The City's total OPEB liability was measured as of June 30, 2022 and was determined by an actuarial valuation dated June 30, 2022, based on the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal
Actuarial Assumptions:	
Discount Rate	3.54%
Inflation	2.50%
Salary Increases	2.75% per year
Investment Rate of Return	2.20%, net of expenses
Mortality Rate	2014 CalPERS Active Mortality for Miscellaneous
Pre-Retirement Turnover	According to the CalPERS Turnover rate table
Healthcare Trend Rate	4.0% per year

The actuary applied section 3.7.7(c)4 Actuarial Standards of Practice No. 6, as revised, and determined age-adjusted rates are not necessary and therefore, the Implicit Rate Subsidy is not applicable in calculating the total projection of benefit payments.

E. Discount Rate

The discount rate used to measure the total OPEB liability was 3.54 percent. The discount rate is based on the Bond Buyer 20 Bond Index. The City does not participate in a trust fiduciary fund.

F. Changes in the Total OPEB Liability

The changes in the Total OPEB liability for the Plan are as follows:

	Increase (Decrease)
	Total OPEB Liability/(Assets)
Balance at June 30, 2021 (valuation date 6/30/19)	\$ 6,694,357
Changes recognized over the measurement period:	
Service Cost	345,491
Interest	144,055
Changes of assumptions	(973,560)
Actual and expected experience difference	542,385
Benefit Payments	(395,761)
Net Changes	(337,390)
Balance at June 30, 2022 (measurement date 6/30/22)	\$ 6,356,967

G. Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the Total OPEB liability of the City if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate, for measurement period ended June 30, 2022:

1% Decrease	Current Discount Rate	1% Increase
(2.54%)	(3.54%)	(4.54%)
\$7,038,345	\$6,356,967	\$5,781,635

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 10 – Other Post-Employment Benefit (OPEB) Plan (Continued)

H. Sensitivity of the Total OPEB Liability to Changes in the Health Care Cost Trend Rates

The following presents the Total OPEB liability of the City if it were calculated using health care cost trend rates that are one percentage point lower or one percentage point higher than the current rate, for measurement period ended June 30, 2022:

	Current Healthcare Cost	
1% Decrease	Trent Rates	1% Increase
3.00%	4.00%	5.00%
\$5,879,754	\$6,356,967	\$6,925,807

I. OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB

For the fiscal year ended June 30, 2022, the City recognized OPEB expense of \$677,562. At June 30, 2022, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of resources	Deferred Inflows of resources
Change in assumptions	\$ 1,828,269	\$ (865,386)
Difference between expected and actual experience	482,120	(674,262)
	<u>\$ 2,310,389</u>	<u>\$ (1,539,648)</u>

Amounts reported as deferred inflows of resources related to OPEB will be recognized as OPEB expense as follows:

Year Ending June 30	Amount
2022	\$ 188,016
2023	188,016
2024	188,016
2025	188,016
2026	158,826
Thereafter	<u>(140,149)</u>
Total	<u>\$ 770,741</u>

Note 11 – Joint Ventures

A. Orange County Fire Authority

In January 1995, the City of Los Alamitos entered into a joint powers agreement with 17 other cities within the County of Orange to create the Orange County Fire Authority (Authority). The purpose of the Authority is to provide for mutual fire protection, prevention and suppression services, and related and incidental services including, but not limited to emergency medical and transport services, as well as providing facilities and personnel for such services. The effective date of formation was March 1, 1995. Since the creation of the Authority, five additional cities have joined the Authority as members. The Authority's governing board consists of one representative from each city and two from the County.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 11 – Joint Ventures (Continued)

A. *Orange County Fire Authority (Continued)*

The operations of the Authority are funded with structural fire fees collected by the County through the property tax roll for the unincorporated area and on behalf of all member cities except for eight cities. The County pays all structural fire fees it collects to the Authority. The eight cities for which the County does not collect structural fire fees are considered “cash contract cities” and, accordingly, make cash contributions based on the Authority’s annual budget.

Upon dissolution of the Authority, all surplus money and property of the Authority will be conveyed or distributed to each member in proportion to all funds provided to the Authority by that member or by the County on behalf of that member during its membership. The City has a financial interest in the Authority; however, it does not have an equity interest. Also, the City does not have an ongoing financial responsibility. Financial statements of the Authority may be obtained from its office at Post Office Box 57115, Irvine, California 92619.

B. *West Communications Financing Authority*

The West Communications Financing Authority was established December 23, 1996, pursuant to a Joint Exercise of Powers Agreement by the Cities of Los Alamitos, Seal Beach and Cypress for the purpose of operating a public safety communications center.

The Board of Directors is comprised of three elected officials, one designated by each participating City. Each Director has one vote over budgeting and financial matters. The Authority is a public entity separate from the Cities and is not included in the financial statements of those entities.

Each City pays a contractual fee to the Authority which consists of personal costs, capital expenditures and reserves to fund accrued employee leave and equipment purchases. The contractual fee remains stable from year to year. In 2021-2022, the City of Los Alamitos paid \$703,953 to the Authority. Financial information for the Authority may be obtained from the City of Cypress.

C. *Integrated Law and Justice Agency for Orange County*

In May 2006, the City of Los Alamitos entered into a joint powers agreement with 22 other agencies within the County of Orange to create the Integrated Law and Justice Agency for Orange County. The purpose of the Agency is to facilitate the integration and sharing of criminal justice information for the benefit of the lands and inhabitants within their respective boundaries. The Agency’s governing board consists of six Municipal Police Chiefs, each elected for a three-year term by the Orange County Chiefs & Sheriff’s Association. The operations of the Agency are funded by grant awards and annual budget appropriations from each member agency.

Upon dissolution of the Agency, all surplus money and property of the Agency will be conveyed or distributed to each member in proportion to all funds provided to the Agency by that member. The City has a financial interest in the Authority; however, it does not have an equity interest. Also, the City has an ongoing financial responsibility to the Agency for approximately \$3,000 per year.

Financial information for this arrangement may be obtained from the City of Los Alamitos.

Note 12 – Self-Insurance Program

Effective July 1, 2016, the City rescinded its participation in the California Joint Power Insurance Authority (CJPIA) and joined the California State Association of Counties Excess Insurance Authority (EIA). Beginning July 1, 2016, excess insurance coverage for General Liability and Workers’ Compensation was provided through the EIA with self-insured retentions of \$100,000 and \$125,000 per occurrence for each respective program. The EIA provides coverage up to \$25 million per occurrence for General Liability and up to the statutory limit for Workers’ Compensation.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 12 – Self-Insurance Program (Continued)

The City established a Self-Insurance Fund (an internal service fund) to account for and finance its uninsured risk of loss when it became a member of EIA for liability, master crime, and workers' compensation coverage. All funds of the City participate in the program and make payments to the Self-Insurance Fund based on estimates of the amounts needed to pay prior and current year claims and to establish a reserve for catastrophe losses. The estimated claims liability of \$222,973 reported at June 30, 2022, is based on the requirements of Governmental Accounting Standards Board Statement 10, which requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated. The above amount includes an estimate for incurred but not reported claims.

During the last three fiscal years none of the above programs of protection have had settlements or judgments that exceeded the insured coverage amount. There have been no significant reductions in insured liability coverage from the prior year.

Changes in the reported liability for the last two fiscal years are as follows:

	Workers' Compensation	General Liability	Total
Liability balance as of June 30, 2020	\$ 59,868	\$ 215,605	\$ 275,473
Claims and changes in estimates during the fiscal year ended June 30, 2021	198,587	(177,484)	21,103
Claims payments during the fiscal year ended June 30, 2021	<u>(196,473)</u>	<u>50,560</u>	<u>(145,913)</u>
Liability balance as of June 30, 2021	61,982	88,681	150,663
Claims and changes in estimates during the fiscal year ended June 30, 2022	(27,848)	(72,962)	(100,810)
Claims payments during the fiscal year ended June 30, 2022	<u>37,741</u>	<u>135,379</u>	<u>173,120</u>
Liability balance as of June 30, 2022	<u>\$ 71,875</u>	<u>\$ 151,098</u>	<u>\$ 222,973</u>

Note 13 – Commitments and Contingencies

The City is subject to litigation arising in the normal course of business.

The City has received various state and federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate expenditure disallowances under terms of the grants, it is believed that any required reimbursements will not be material.

The City's operations may be affected by the recent and ongoing outbreak of COVID-19, which was declared a pandemic by the World Health Organization in March 2020. The ultimate disruption which may be caused by the outbreak is uncertain; however, possible effects may include, but are not limited to, a reduction in certain tax revenues and a decline in the value of investments, which could have an impact on the City's financial position and operating results. There is significant uncertainty as to the severity and longevity of the outbreak and City management is in the process of evaluating the impact on the City and its financial statements.

City of Los Alamitos
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2022

Note 14 – Classification of Fund Balances

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At June 30, 2022, fund balances are classified in the governmental funds as follows:

	<u>General Fund</u>	<u>Nonmajor Governmental Funds</u>	<u>Total</u>
<i>Nonspendable</i>			
Prepaid expenditures	\$ 2,659	\$ -	\$ 2,659
Due from employees	<u>1,531</u>	<u>-</u>	<u>1,531</u>
<i>Total Nonspendable</i>	<u>4,190</u>	<u>-</u>	<u>4,190</u>
<i>Restricted</i>			
Transportation	-	1,099,189	1,099,189
Cable television	-	73,947	73,947
Public safety	-	323,343	323,343
Air quality	-	123,361	123,361
Parks	<u>-</u>	<u>733,371</u>	<u>733,371</u>
<i>Total Restricted</i>	<u>-</u>	<u>2,353,211</u>	<u>2,353,211</u>
<i>Committed</i>			
Capital projects	<u>2,620</u>	<u>119</u>	<u>2,739</u>
<i>Total Committed</i>	<u>2,620</u>	<u>119</u>	<u>2,739</u>
<i>Assigned</i>			
Other POST-employment benefits	500,000	-	500,000
PERS reserves	3,400,000	-	3,400,000
Capital projects	<u>295,979</u>	<u>243,462</u>	<u>539,441</u>
<i>Total Assigned</i>	<u>4,195,979</u>	<u>243,462</u>	<u>4,439,441</u>
<i>Unassigned</i>	<u>12,570,232</u>	<u>(114,182)</u>	<u>12,456,050</u>
<i>Totals</i>	<u>\$16,773,021</u>	<u>\$ 2,482,610</u>	<u>\$19,255,631</u>

Note 15 – Restatement of Beginning Net Position/Fund Balance

	<u>Governmental Activities</u>	<u>Governmental Funds General Fund</u>
Net position/fund balance at July 1, 2021, as originally reported	\$ 8,168,084	\$13,615,603
Adjustment for understatement of unearned revenue.	<u>(1,015,926)</u>	<u>(1,015,926)</u>
Net position/fund Balance at July 1, 2021, as restated	<u>\$ 7,152,158</u>	<u>\$12,599,677</u>

Note 16 – Subsequent Events

Management has evaluated subsequent events through February 6, 2023 which is the date the financial statements were available to be issued, and has determined that there are no transactions that will have a significant impact on the City.

**REQUIRED SUPPLEMENTARY
INFORMATION (UNAUDITED)**

DRAFT

CITY OF LOS ALAMITOS
Required Supplementary Information
Budgetary Comparison Schedule - General Fund
For the Year Ended June 30, 2022

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with</u>
	<u>Original</u>	<u>Final</u>	<u>Amounts</u>	<u>Final Budget</u>
Fund balance, July 1, 2021	<u>\$ 12,599,677</u>	<u>\$ 12,599,677</u>	<u>\$ 12,599,677</u>	<u>\$ -</u>
Revenues (inflows):				
Taxes	15,684,074	15,684,074	18,828,358	3,144,284
Licenses and permits	1,142,382	1,142,283	1,034,975	(107,308)
Intergovernmental	20,200	20,200	263,721	243,521
Charges for services	631,924	631,924	904,437	272,513
Investment earnings (loss)	229,280	229,280	(684,765)	(914,045)
Fines and forfeitures	738,309	738,309	382,498	(355,811)
Miscellaneous	68,000	68,000	40,826	(27,174)
Transfers in	<u>375,000</u>	<u>375,000</u>	<u>375,000</u>	<u>-</u>
Amount available for appropriations	<u>18,889,169</u>	<u>18,889,070</u>	<u>21,145,050</u>	<u>2,255,980</u>
Charges to appropriations (outflows):				
General government:				
City Council	66,895	66,895	70,021	(3,126)
City Manager / City Clerk	1,051,340	1,051,340	917,014	134,326
Administrative Services	725,906	725,906	662,261	63,645
City Attorney	176,000	176,000	210,871	(34,871)
Non-departmental	584,721	584,721	1,111,970	(527,249)
Public safety	7,394,611	7,394,611	6,617,305	777,306
Community development	1,329,924	1,329,924	1,292,094	37,830
Recreation and community services	1,775,322	1,775,322	1,911,542	(136,220)
Public works	2,259,400	2,259,400	2,801,366	(541,966)
Capital outlay	1,264,615	1,264,615	73,762	1,190,853
Transfers out	<u>1,303,500</u>	<u>1,303,500</u>	<u>1,303,500</u>	<u>-</u>
Total charges to appropriations	<u>17,932,234</u>	<u>17,932,234</u>	<u>16,971,706</u>	<u>960,528</u>
Fund balance, June 30, 2022	<u><u>\$ 13,556,612</u></u>	<u><u>\$ 13,556,513</u></u>	<u><u>\$ 16,773,021</u></u>	<u><u>\$ 3,216,508</u></u>

City of Los Alamitos
Required Supplementary Information (Continued) Notes to the Budgetary Comparison Schedule
For the Year Ended June 30, 2022

Note 1 – Budgets and Budgetary Accounting Data

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

1. The annual budget is adopted by the City Council and provides for the general operation of the City. The operating budget includes proposed expenditures and the means of financing them.
2. The City Council approves total budgeted appropriations and any amendments to appropriations throughout the year. This “appropriated budget” covers substantially all City expenditures. Actual expenditures may not exceed budgeted appropriations at the department level. The City’s fund structure includes the following departments: City Council, City Manager/City Clerk, Administrative Services, City Attorney, Public Safety, Community Development, Recreation and Community Services, and Public Works. The City Manager is authorized to transfer budgeted amounts between the accounts of any department. Budgets are controlled at the department level. Budget figures used in the financial statements are the final adjusted amounts, including any amendments to the budget during the fiscal year.
3. Encumbrance accounting, under which purchase orders, contracts and other commitments for the expenditure of monies are recorded to reserve that portion of the applicable appropriation, is employed as an extension of formal budgetary integration in the Governmental Fund types during the fiscal year. Unexpended appropriations of the governmental funds automatically lapse at the end of the fiscal year.
4. Budgets for the General, Special Revenue, Debt Service, Traffic Improvement Capital Projects Fund, Building Improvement Capital Project Fund, and Residential Street/Alley Capital Project Fund are adopted on a basis substantially consistent with accounting principles generally accepted in the United States of America (USGAAP). Accordingly, actual revenues and expenditures can be compared with related budgeted amounts without any significant reconciling items. No budgetary comparisons are presented for the proprietary funds, as the City is not legally required to adopt a budget for this type of fund.
5. Under Article XIII B of the California Constitution (the Gann Spending Limitation Initiative), the City is restricted as to the amount of annual appropriations from proceeds of taxes, and if proceeds of taxes exceed allowed appropriations, the excess must either be refunded to the State Controller or returned to the taxpayers through revised tax rates or revised fee schedules, or an excess in one year may be offset against a deficit in the following year. For the fiscal year ended June 30, 2022, based on calculations by City management, proceeds of taxes did not exceed appropriations.

Note 2 – Excess of Expenditures over Appropriations

The following departments had expenditures that exceeded the adopted budget:

	Budget	Actual	Variance
City Council	\$ 66,895	\$ 70,021	\$ (3,126)
City Attorney	176,000	210,871	(34,871)
Non-departmental	584,721	1,111,970	(527,249)
Recreation and community services	1,775,322	1,911,542	(136,220)
Public works	2,259,400	2,801,366	(541,966)

CITY OF LOS ALAMITOS
Required Supplementary Information (Continued)
Schedule of City's Proportionate Share of the Net Pension Liability and Related Ratios
For the Year Ended June 30, 2022

Last Ten Fiscal Years

California Public Employees' Retirement System ("CalPERS") Miscellaneous Plan

	June 30, 2021 ¹ Fiscal Year 2021-22	June 30, 2020 ¹ Fiscal Year 2020-21	June 30, 2019 ¹ Fiscal Year 2019-20	June 30, 2018 ¹ Fiscal Year 2018-19	June 30, 2017 ¹ Fiscal Year 2017-18
City's Proportion of the Net Pension Liability/(Asset)	0.1740%	0.1791%	0.1662%	0.0953%	0.0920%
City's Proportionate share of the Net Pension Liability/(Asset)	\$ 7,053,182	\$ 10,333,777	\$ 9,688,016	\$ 8,999,874	\$ 9,127,183
City's Covered payroll	\$ 1,802,686	\$ 1,853,222	\$ 1,883,036	\$ 1,882,670	\$ 2,067,777
City's Proportionate Share of the Net Pension (Asset) as a Percentage of its covered payroll	391.3%	557.6%	514.5%	478.0%	441.4%
Plan's Proportionate Share of the Fiduciary Net Position as a Percentage of the Total Pension Liability	79.4%	69.3%	70.4%	75.3%	73.3%
	June 30, 2016 ¹ Fiscal Year 2016-17	June 30, 2015 ¹ Fiscal Year 2015-16	June 30, 2014 ¹ Fiscal Year 2014-15		
City's Proportion of the Net Pension Liability/(Asset)	0.0922%	0.0901%	0.0726%		
City's Proportionate share of the Net Pension Liability/(Asset)	\$ 7,975,904	\$ 6,181,642	\$ 4,518,604		
City's Covered payroll	\$ 2,139,951	\$ 2,067,219	\$ 2,042,142		
City's Proportionate Share of the Net Pension (Asset) as a Percentage of its covered payroll	372.7%	299.0%	221.3%		
Plan's Proportionate Share of the Fiduciary Net Position as a Percentage of the Total Pension Liability	74.1%	78.4%	79.8%		

¹ Historical information is presented only for measurement periods for which GASB 68 is applicable. The Measurement date 2014 was the first year of implementation, therefore only eight years are presented.

CITY OF LOS ALAMITOS
Required Supplementary Information (Continued)
Schedule of City's Proportionate Share of the Net Pension Liability and Related Ratios
For the Year Ended June 30, 2022

Last Ten Fiscal Years

California Public Employees' Retirement System ("CalPERS") Safety Plan

	June 30, 2021 ¹ Fiscal Year 2021-22	June 30, 2020 ¹ Fiscal Year 2020-21	June 30, 2019 ¹ Fiscal Year 2019-20	June 30, 2018 ¹ Fiscal Year 2018-19	June 30, 2017 ¹ Fiscal Year 2017-18
City's Proportion of the Net Pension Liability/(Asset)	0.1643%	0.1695%	0.1710%	0.1047%	0.0980%
City's Proportionate share of the Net Pension Liability/(Asset)	\$ 7,487,386	\$ 11,805,982	\$ 10,731,155	\$ 9,853,739	\$ 9,719,511
City's Covered payroll	\$ 2,184,348	\$ 1,935,386	\$ 2,287,551	\$ 2,498,046	\$ 2,655,464
City's Proportionate Share of the Net Pension (Asset) as a Percentage of its covered payroll	342.8%	610.0%	469.1%	394.5%	366.0%
Plan's Proportionate Share of the Fiduciary Net Position as a Percentage of the Total Pension Liability	82.4%	71.8%	73.1%	75.3%	73.3%
	June 30, 2016 ¹ Fiscal Year 2016-17	June 30, 2015 ¹ Fiscal Year 2015-16	June 30, 2014 ¹ Fiscal Year 2014-15		
City's Proportion of the Net Pension Liability/(Asset)	0.0965%	0.0922%	0.0891%		
City's Proportionate share of the Net Pension Liability/(Asset)	\$ 8,351,809	\$ 6,328,706	\$ 5,542,493		
City's Covered payroll	\$ 2,534,307	\$ 2,402,592	\$ 2,385,017		
City's Proportionate Share of the Net Pension (Asset) as a Percentage of its covered payroll	329.6%	263.4%	232.4%		
Plan's Proportionate Share of the Fiduciary Net Position as a Percentage of the Total Pension Liability	74.1%	78.4%	79.8%		

¹ Historical information is presented only for measurement periods for which GASB 68 is applicable. The Measurement date 2014 was the first year of implementation, therefore only eight years are presented.

CITY OF LOS ALAMITOS
Required Supplementary Information (Continued)
Schedule of City's Contributions - Pensions
For the Year Ended June 30, 2022

Last Ten Fiscal Years

California Public Employees' Retirement System ("CalPERS") Miscellaneous Plan

	2021-22	2020-21	2019-20	2018-19	2017-18
Actuarially determined contribution ²	\$ 1,043,161	\$ 902,971	\$ 878,063	\$ 706,647	\$ 607,715
Contributions in relation to the actuarially determined contributions ²	\$ (1,043,161)	\$ (902,971)	\$ (878,063)	\$ (706,647)	\$ (607,715)
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -
Covered payroll ²	\$ 2,174,409	\$ 1,802,686	\$ 1,853,222	\$ 1,883,036	\$ 1,882,670
Contributions as a percentage of covered employee payroll	48.0%	50.1%	47.4%	37.5%	32.3%
	2016-17	2015-16	2014-15		
Actuarially determined contribution ²	\$ 575,534	\$ 478,168	\$ 228,140		
Contributions in relation to the actuarially determined contributions ²	\$ (575,534)	\$ (478,168)	\$ (228,140)		
Contribution deficiency (excess)	\$ -	\$ -	\$ -		
Covered payroll ²	\$ 2,067,777	\$ 2,139,951	\$ 2,067,219		
Contributions as a percentage of covered employee payroll	27.8%	22.3%	11.0%		

California Public Employees' Retirement System ("CalPERS") Safety Plan

	2021-22	2020-21	2019-20	2018-19	2017-18
Actuarially determined contribution ²	\$ 1,280,078	\$ 1,163,513	\$ 1,075,926	\$ 927,772	\$ 847,090
Contributions in relation to the actuarially determined contributions ²	\$ (1,280,078)	\$ (1,163,513)	\$ (1,075,926)	\$ (927,772)	\$ (847,090)
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -
Covered payroll ²	\$ 2,103,050	\$ 2,184,348	\$ 1,935,386	\$ 2,287,551	\$ 2,498,046
Contributions as a percentage of covered employee payroll	60.9%	53.3%	55.6%	40.6%	33.9%
	2016-17	2015-16	2014-15		
Actuarially determined contribution ²	\$ 797,034	\$ 748,750	\$ 605,370		
Contributions in relation to the actuarially determined contributions ²	\$ (797,034)	\$ (748,750)	\$ (605,370)		
Contribution deficiency (excess)	\$ -	\$ -	\$ -		
Covered payroll ²	\$ 2,655,464	\$ 2,534,307	\$ 2,402,592		
Contributions as a percentage of covered employee payroll	30.0%	29.5%	25.2%		

¹ Historical information is presented only for measurement periods for which GASB 68 is applicable. The fiscal year 2014 was the first year of implementation, therefore only eight years are presented.

² Covered Payroll represented above is based on pensionable earnings provided by the employer.

Notes to Schedule

None.

CITY OF LOS ALAMITOS
Required Supplementary Information (Continued)
Schedule of Changes in the Net OPEB Liability and Related Ratios
For the Year Ended June 30, 2022

	Last Ten Fiscal Years				
For the Measurement Period:	2021-22	2020-21	2019-20	2018-19	2017-18
Total OPEB Liability					
Service cost	\$ 345,491	\$ 333,552	\$ 192,736	\$ 175,452	\$ 170,756
Interest on the total OPEB Liability	144,055	143,962	164,133	157,013	166,352
Actual and expected experience difference	542,385	-	(1,087,077)	-	-
Changes in assumptions	(973,560)	31,397	2,824,825	100,644	-
Changes in benefit terms	-	-	-	-	-
Benefit payments	(395,761)	(383,006)	(238,645)	(237,974)	(228,821)
Net change in total OPEB liability	(337,390)	125,905	1,855,972	195,135	108,287
Total OPEB liability - beginning	6,694,357	6,568,452	4,712,480	4,517,345	4,409,058
Total OPEB liability - ending (a)	<u>\$ 6,356,967</u>	<u>\$ 6,694,357</u>	<u>\$ 6,568,452</u>	<u>\$ 4,712,480</u>	<u>\$ 4,517,345</u>
Fiduciary net position as a % of total OPEB liability ¹	0.00%	0.00%	0.00%	0.00%	0.00%
Covered-employee payroll	\$ 4,277,459	\$ 4,700,996	\$ 4,502,169	\$ 4,380,716	\$ 4,380,716
Net OPEB liability as a percentage of payroll	148.6%	142.4%	145.9%	107.6%	103.1%

* 2018 is the first year of implementation, therefore only five years are available for the required 10-year schedule.

¹ The City does not hold any assets in a qualifying irrevocable trust or equivalent avengement. As such, there is no fiduciary net position of the plan, and the total amount of the OPEB liability is reported.

SUPPLEMENTARY INFORMATION

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CITY OF LOS ALAMITOS

Combining Balance Sheet

Nonmajor Governmental Funds

June 30, 2022

	Special Revenue Funds			
	Community Development Block Grant	Measure M	Los Alamitos Television	Office of Traffic Safety
ASSETS				
Cash and investments	\$ 89,930	\$ 574,752	\$ 71,940	\$ 82,603
Accounts receivable	-	-	4,407	1,269
Due from other governments	-	49,588	-	-
Restricted cash and investments with fiscal agent	-	-	-	-
Total assets	<u>\$ 89,930</u>	<u>\$ 624,340</u>	<u>\$ 76,347</u>	<u>\$ 83,872</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 204,112	\$ 25,750	\$ 2,400	\$ -
Unearned revenues	-	-	-	-
Deposits payable	-	-	-	-
Total liabilities	<u>204,112</u>	<u>25,750</u>	<u>2,400</u>	<u>-</u>
Fund Balances:				
Restricted	-	598,590	73,947	83,872
Committed	-	-	-	-
Assigned	-	-	-	-
Unassigned	(114,182)	-	-	-
Total fund balances	<u>(114,182)</u>	<u>598,590</u>	<u>73,947</u>	<u>83,872</u>
Total liabilities, deferred inflows and fund balances	<u>\$ 89,930</u>	<u>\$ 624,340</u>	<u>\$ 76,347</u>	<u>\$ 83,872</u>

CITY OF LOS ALAMITOS
Combining Balance Sheet (Continued)
Nonmajor Governmental Funds
June 30, 2022

	Special Revenue Funds			
	Asset Seizure	Public Safety Augmentation	State Law Enforcement Service	Air Quality
ASSETS				
Cash and investments	\$ 34,179	\$ 15,399	\$ 188,848	\$ 123,361
Accounts receivable	-	-	-	-
Due from other governments	-	13,601	-	-
Restricted cash and investments with fiscal agent	-	-	-	-
Total assets	<u>\$ 34,179</u>	<u>\$ 29,000</u>	<u>\$ 188,848</u>	<u>\$ 123,361</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ -	\$ -	\$ -	\$ -
Unearned revenues	-	-	-	-
Deposits payable	12,556	-	-	-
Total liabilities	<u>12,556</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balances:				
Restricted	21,623	29,000	188,848	123,361
Committed	-	-	-	-
Assigned	-	-	-	-
Unassigned	-	-	-	-
Total fund balances	<u>21,623</u>	<u>29,000</u>	<u>188,848</u>	<u>123,361</u>
Total liabilities, deferred inflows and fund balances	<u>\$ 34,179</u>	<u>\$ 29,000</u>	<u>\$ 188,848</u>	<u>\$ 123,361</u>

CITY OF LOS ALAMITOS
Combining Balance Sheet (Continued)
Nonmajor Governmental Funds
June 30, 2022

	Special Revenue Funds	Capital Projects Funds		
	State Gas Tax	Park Development	Building Improvement	Residential Streets/ Alleys
ASSETS				
Cash and investments	\$ 235,797	\$ 733,371	\$ 233,598	\$ 6,804
Accounts receivable	-	-	-	-
Due from other governments	4,617	-	-	-
Restricted cash and investments with fiscal agent	-	-	-	-
Total assets	<u>\$ 240,414</u>	<u>\$ 733,371</u>	<u>\$ 233,598</u>	<u>\$ 6,804</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 14,798	\$ -	\$ 195	\$ -
Unearned revenues	-	-	-	-
Deposits payable	-	-	-	-
Total liabilities	<u>14,798</u>	<u>-</u>	<u>195</u>	<u>-</u>
Fund Balances:				
Restricted	225,616	733,371	-	-
Committed	-	-	-	-
Assigned	-	-	233,403	6,804
Unassigned	-	-	-	-
Total fund balances	<u>225,616</u>	<u>733,371</u>	<u>233,403</u>	<u>6,804</u>
Total liabilities, deferred inflows and fund balances	<u>\$ 240,414</u>	<u>\$ 733,371</u>	<u>\$ 233,598</u>	<u>\$ 6,804</u>

CITY OF LOS ALAMITOS
Combining Balance Sheet (Continued)
Nonmajor Governmental Funds
June 30, 2022

	<u>Capital Projects Funds</u>		<u>Debt Service Fund</u>	<u>Total Nonmajor Governmental Funds</u>
	<u>Traffic Improvement</u>	<u>Capital Outlay</u>	<u>Debt Service</u>	
ASSETS				
Cash and investments	\$ 411,762	\$ 119	\$ 3,006	\$ 2,805,469
Accounts receivable	-	-	-	5,676
Due from other governments	-	-	-	67,806
Restricted cash and investments with fiscal agent	-	-	249	249
Total assets	<u>\$ 411,762</u>	<u>\$ 119</u>	<u>\$ 3,255</u>	<u>\$ 2,879,200</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ -	\$ -	\$ -	\$ 247,255
Unearned revenues	136,779	-	-	136,779
Deposits payable	-	-	-	12,556
Total liabilities	<u>136,779</u>	<u>-</u>	<u>-</u>	<u>396,590</u>
Fund Balances:				
Restricted	274,983	-	-	2,353,211
Committed	-	119	-	119
Assigned	-	-	3,255	243,462
Unassigned	-	-	-	(114,182)
Total fund balances	<u>274,983</u>	<u>119</u>	<u>3,255</u>	<u>2,482,610</u>
Total liabilities, deferred inflows and fund balances	<u>\$ 411,762</u>	<u>\$ 119</u>	<u>\$ 3,255</u>	<u>\$ 2,879,200</u>

CITY OF LOS ALAMITOS
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2022

	Special Revenue Funds			
	Community Development Block Grant	Measure M	Los Alamitos Television	Office of Traffic Safety
REVENUES:				
Taxes	\$ -	\$ -	\$ 18,438	\$ -
Intergovernmental	214,046	-	-	-
Charges for services	-	-	-	-
Investment earnings	342	4,052	541	602
Fines and forfeitures	-	-	-	18,214
Program revenues	-	284,090	-	-
Miscellaneous	-	-	-	-
Total revenues	<u>214,388</u>	<u>288,142</u>	<u>18,979</u>	<u>18,816</u>
EXPENDITURES:				
Current:				
General government	-	-	20,580	-
Public works	-	-	-	-
Capital outlay	318,120	197,730	-	-
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total expenditures	<u>318,120</u>	<u>197,730</u>	<u>20,580</u>	<u>-</u>
REVENUES OVER (UNDER) EXPENDITURES	<u>(103,732)</u>	<u>90,412</u>	<u>(1,601)</u>	<u>18,816</u>
OTHER FINANCING SOURCES (USES):				
Transfers in	-	-	-	-
Transfers out	-	-	-	(5,000)
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>(5,000)</u>
CHANGE IN FUND BALANCES	<u>(103,732)</u>	<u>90,412</u>	<u>(1,601)</u>	<u>13,816</u>
Fund balances (deficits), beginning of year	<u>(10,450)</u>	<u>508,178</u>	<u>75,548</u>	<u>70,056</u>
Fund balances (deficits), end of year	<u>\$ (114,182)</u>	<u>\$ 598,590</u>	<u>\$ 73,947</u>	<u>\$ 83,872</u>

CITY OF LOS ALAMITOS
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2022

	Special Revenue Funds			
	Asset Seizure	Public Safety Augmentation	State Law Enforcement Service	Air Quality
REVENUES:				
Taxes	\$ -	\$ 125,711	\$ -	\$ -
Intergovernmental	-	-	184,778	10,817
Charges for services	-	-	-	-
Investment earnings	415	387	1,801	864
Fines and forfeitures	-	-	-	-
Program revenues	-	-	-	-
Miscellaneous	448	-	-	-
Total revenues	<u>863</u>	<u>126,098</u>	<u>186,579</u>	<u>11,681</u>
EXPENDITURES:				
Current:				
General government	-	-	-	-
Public works	-	-	-	-
Capital outlay	-	-	-	-
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
REVENUES OVER (UNDER) EXPENDITURES	<u>863</u>	<u>126,098</u>	<u>186,579</u>	<u>11,681</u>
OTHER FINANCING SOURCES (USES):				
Transfers in	-	-	-	-
Transfers out	-	(110,000)	(140,000)	-
Total other financing sources (uses)	<u>-</u>	<u>(110,000)</u>	<u>(140,000)</u>	<u>-</u>
CHANGE IN FUND BALANCES	863	16,098	46,579	11,681
Fund balances (deficits), beginning of year	<u>20,760</u>	<u>12,902</u>	<u>142,269</u>	<u>111,680</u>
Fund balances (deficits), end of year	<u>\$ 21,623</u>	<u>\$ 29,000</u>	<u>\$ 188,848</u>	<u>\$ 123,361</u>

CITY OF LOS ALAMITOS
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2022

	Special Revenue Funds	Capital Projects Funds		
	State Gas Tax	Park Development	Building Improvement	Residential Streets/ Alleys
REVENUES:				
Taxes	\$ 514,172	\$ -	\$ -	\$ -
Intergovernmental	-	26,134	-	-
Charges for services	-	-	-	-
Investment earnings	1,644	5,268	449	50
Fines and forfeitures	-	-	-	-
Program revenues	-	-	-	-
Miscellaneous	-	-	-	-
Total revenues	<u>515,816</u>	<u>31,402</u>	<u>449</u>	<u>50</u>
EXPENDITURES:				
Current:				
General government	-	-	-	-
Public works	148,648	-	-	-
Capital outlay	257,731	-	109,188	-
Debt service:				
Principal	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total expenditures	<u>406,379</u>	<u>-</u>	<u>109,188</u>	<u>-</u>
REVENUES OVER (UNDER) EXPENDITURES	<u>109,437</u>	<u>31,402</u>	<u>(108,739)</u>	<u>50</u>
OTHER FINANCING SOURCES (USES):				
Transfers in	-	-	240,000	-
Transfers out	(120,000)	-	-	-
Total other financing sources (uses)	<u>(120,000)</u>	<u>-</u>	<u>240,000</u>	<u>-</u>
CHANGE IN FUND BALANCES	(10,563)	31,402	131,261	50
Fund balances (deficits), beginning of year	<u>236,179</u>	<u>701,969</u>	<u>102,142</u>	<u>6,754</u>
Fund balances (deficits), end of year	<u>\$ 225,616</u>	<u>\$ 733,371</u>	<u>\$ 233,403</u>	<u>\$ 6,804</u>

CITY OF LOS ALAMITOS
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2022

	<u>Capital Projects Funds</u>		<u>Debt Service Fund</u>	<u>Total Nonmajor Governmental Funds</u>
	<u>Traffic Improvement</u>	<u>Capital Outlay</u>	<u>Debt Service</u>	
REVENUES:				
Taxes	\$ -	\$ -	\$ -	\$ 658,321
Intergovernmental	-	-	-	435,775
Charges for services	156	-	-	156
Investment earnings	3,050	1	-	19,466
Fines and forfeitures	-	-	-	18,214
Program revenues	-	-	-	284,090
Miscellaneous	-	-	-	448
Total revenues	<u>3,206</u>	<u>1</u>	<u>-</u>	<u>1,416,470</u>
EXPENDITURES:				
Current:				
General government	-	-	-	20,580
Public works	1,598	-	-	150,246
Capital outlay	-	-	-	882,769
Debt service:				
Principal	-	-	80,000	80,000
Interest and fiscal charges	-	-	130,494	130,494
Total expenditures	<u>1,598</u>	<u>-</u>	<u>210,494</u>	<u>1,264,089</u>
REVENUES OVER (UNDER) EXPENDITURES	<u>1,608</u>	<u>1</u>	<u>(210,494)</u>	<u>152,381</u>
OTHER FINANCING SOURCES (USES):				
Transfers in	-	-	213,500	453,500
Transfers out	-	-	-	(375,000)
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>213,500</u>	<u>78,500</u>
CHANGE IN FUND BALANCES	<u>1,608</u>	<u>1</u>	<u>3,006</u>	<u>230,881</u>
Fund balances (deficits), beginning of year	<u>273,375</u>	<u>118</u>	<u>249</u>	<u>2,251,729</u>
Fund balances (deficits), end of year	<u>\$ 274,983</u>	<u>\$ 119</u>	<u>\$ 3,255</u>	<u>\$ 2,482,610</u>

CITY OF LOS ALAMITOS

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual Community Development Block Grant Special Revenue Fund For the Year Ended June 30, 2022

	<u>Budgeted Amounts Final</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
Fund balance (deficit), July 1, 2021	\$ (10,450)	\$ (10,450)	\$ -
Revenues (inflows):			
Intergovernmental	291,000	214,046	(76,954)
Investment earnings	<u>-</u>	<u>342</u>	<u>342</u>
Amount available for appropriations	<u>291,000</u>	<u>214,388</u>	<u>(76,612)</u>
Charges to appropriations (outflows):			
Capital outlay	<u>291,000</u>	<u>318,120</u>	<u>(27,120)</u>
Total charges to appropriations	<u>291,000</u>	<u>318,120</u>	<u>(27,120)</u>
Fund balance (deficit), June 30, 2022	<u>\$ (10,450)</u>	<u>\$ (114,182)</u>	<u>\$ (103,732)</u>

CITY OF LOS ALAMITOS

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Measure M Special Revenue Fund

For the Year Ended June 30, 2022

	Budgeted Amounts <u>Final</u>	Actual Amounts <u></u>	Variance with Final Budget <u></u>
Fund balance, July 1, 2021	\$ 508,178	\$ 508,178	\$ -
Revenues (inflows):			
Investment earnings	2,500	4,052	1,552
Program revenues	<u>219,988</u>	<u>284,090</u>	<u>64,102</u>
Amount available for appropriations	<u>222,488</u>	<u>288,142</u>	<u>65,654</u>
Charges to appropriations (outflows):			
Capital outlay	<u>466,056</u>	<u>197,730</u>	<u>268,326</u>
Total charges to appropriations	<u>466,056</u>	<u>197,730</u>	<u>268,326</u>
Fund balance, June 30, 2022	<u>\$ 264,610</u>	<u>\$ 598,590</u>	<u>\$ 333,980</u>

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CITY OF LOS ALAMITOS

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Los Alamitos Television Special Revenue Fund

For the Year Ended June 30, 2022

	Budgeted Amounts <u>Final</u>	Actual Amounts <u></u>	Variance with Final Budget <u></u>
Fund balance, July 1, 2021	\$ 75,548	\$ 75,548	\$ -
Revenues (inflows):			
Taxes	24,900	18,438	(6,462)
Investment earnings	<u>1,300</u>	<u>541</u>	<u>(759)</u>
Amount available for appropriations	<u>26,200</u>	<u>18,979</u>	<u>(7,221)</u>
Charges to appropriations (outflows):			
General government	<u>45,990</u>	<u>20,580</u>	<u>25,410</u>
Total charges to appropriations	<u>45,990</u>	<u>20,580</u>	<u>25,410</u>
Fund balance, June 30, 2022	<u>\$ 55,758</u>	<u>\$ 73,947</u>	<u>\$ 18,189</u>

CITY OF LOS ALAMITOS

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Office of Traffic Safety Special Revenue Fund

For the Year Ended June 30, 2022

	Budgeted Amounts <u>Final</u>	Actual Amounts <u></u>	Variance with Final Budget <u></u>
Fund balance, July 1, 2021	\$ 70,056	\$ 70,056	\$ -
Revenues (inflows):			
Investment earnings	1,000	602	(398)
Fines and forfeitures	<u>15,000</u>	<u>18,214</u>	<u>3,214</u>
Amount available for appropriations	<u>16,000</u>	<u>18,816</u>	<u>2,816</u>
Charges to appropriations (outflows):			
Transfers out	<u>5,000</u>	<u>5,000</u>	<u>-</u>
Total charges to appropriations	<u>5,000</u>	<u>5,000</u>	<u>-</u>
Fund balance, June 30, 2022	<u>\$ 81,056</u>	<u>\$ 83,872</u>	<u>\$ 2,816</u>

CITY OF LOS ALAMITOS

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Asset Seizure Special Revenue Fund

For the Year Ended June 30, 2022

	<u>Budgeted Amounts Final</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
Fund balance, July 1, 2021	<u>\$ 20,760</u>	<u>\$ 20,760</u>	<u>\$ -</u>
Revenues (inflows):			
Investment earnings	500	415	(85)
Miscellaneous	<u>-</u>	<u>448</u>	<u>448</u>
 Amount available for appropriations	<u>500</u>	<u>863</u>	<u>363</u>
 Fund balance, June 30, 2022	<u><u>\$ 21,260</u></u>	<u><u>\$ 21,623</u></u>	<u><u>\$ 363</u></u>

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CITY OF LOS ALAMITOS

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Public Safety Augmentation Special Revenue Fund

For the Year Ended June 30, 2022

	Budgeted Amounts <u>Final</u>	Actual Amounts <u>Final</u>	Variance with Final Budget <u>Final Budget</u>
Fund balance, July 1, 2021	\$ 12,902	\$ 12,902	\$ -
Revenues (inflows):			
Taxes	110,783	125,711	14,928
Investment earnings	<u>300</u>	<u>387</u>	<u>87</u>
Amount available for appropriations	<u>111,083</u>	<u>126,098</u>	<u>15,015</u>
Charges to appropriations (outflows):			
Transfers out	<u>110,000</u>	<u>110,000</u>	<u>-</u>
Total charges to appropriations	<u>110,000</u>	<u>110,000</u>	<u>-</u>
Fund balance, June 30, 2022	<u>\$ 13,985</u>	<u>\$ 29,000</u>	<u>\$ 15,015</u>

CITY OF LOS ALAMITOS

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

State Law Enforcement Service Special Revenue Fund

For the Year Ended June 30, 2022

	Budgeted Amounts <u>Final</u>	Actual Amounts <u></u>	Variance with Final Budget <u></u>
Fund balance, July 1, 2021	\$ 142,269	\$ 142,269	\$ -
Revenues (inflows):			
Intergovernmental	160,000	184,778	24,778
Investment earnings	<u>2,500</u>	<u>1,801</u>	<u>(699)</u>
Amount available for appropriations	<u>162,500</u>	<u>186,579</u>	<u>24,079</u>
Charges to appropriations (outflows):			
Transfers out	<u>140,000</u>	<u>140,000</u>	<u>-</u>
Total charges to appropriations	<u>140,000</u>	<u>140,000</u>	<u>-</u>
Fund balance, June 30, 2022	<u>\$ 164,769</u>	<u>\$ 188,848</u>	<u>\$ 24,079</u>

CITY OF LOS ALAMITOS

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Air Quality Special Revenue Fund

For the Year Ended June 30, 2022

	Budgeted Amounts <u>Final</u>	Actual Amounts <u></u>	Variance with Final Budget <u></u>
Fund balance, July 1, 2021	\$ 111,680	\$ 111,680	\$ -
Revenues (inflows):			
Intergovernmental	15,000	10,817	(4,183)
Investment earnings	<u>15,000</u>	<u>864</u>	<u>(14,136)</u>
Amount available for appropriations	<u>30,000</u>	<u>11,681</u>	<u>(18,319)</u>
Charges to appropriations (outflows):			
Public works	<u>61,865</u>	<u>-</u>	<u>61,865</u>
Total charges to appropriations	<u>61,865</u>	<u>-</u>	<u>61,865</u>
Fund balance, June 30, 2022	<u>\$ 79,815</u>	<u>\$ 123,361</u>	<u>\$ 43,546</u>

CITY OF LOS ALAMITOS

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

State Gas Tax Special Revenue Fund

For the Year Ended June 30, 2022

	Budgeted Amounts <u>Final</u>	Actual Amounts <u></u>	Variance with Final Budget <u></u>
Fund balance, July 1, 2021	\$ 236,179	\$ 236,179	\$ -
Revenues (inflows):			
Taxes	507,531	514,172	6,641
Investment earnings	<u>6,000</u>	<u>1,644</u>	<u>(4,356)</u>
Amount available for appropriations	<u>513,531</u>	<u>515,816</u>	<u>2,285</u>
Charges to appropriations (outflows):			
Public works	-	148,648	(148,648)
Capital outlay	641,067	257,731	383,336
Transfers out	<u>12,000</u>	<u>120,000</u>	<u>(108,000)</u>
Total charges to appropriations	<u>653,067</u>	<u>526,379</u>	<u>126,688</u>
Fund balance, June 30, 2022	<u>\$ 96,643</u>	<u>\$ 225,616</u>	<u>\$ 128,973</u>

CITY OF LOS ALAMITOS

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Park Development Capital Project Fund

For the Year Ended June 30, 2022

	<u>Budgeted Amounts Final</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
Fund balance, July 1, 2021	<u>\$ 701,969</u>	<u>\$ 701,969</u>	<u>\$ -</u>
Revenues (inflows):			
Intergovernmental	-	26,134	26,134
Investment earnings	<u>8,600</u>	<u>5,268</u>	<u>(3,332)</u>
 Amount available for appropriations	<u>8,600</u>	<u>31,402</u>	<u>22,802</u>
 Fund balance, June 30, 2022	<u><u>\$ 710,569</u></u>	<u><u>\$ 733,371</u></u>	<u><u>\$ 22,802</u></u>

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CITY OF LOS ALAMITOS

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Building Improvement Capital Project Fund

For the Year Ended June 30, 2022

	Budgeted Amounts <u>Final</u>	Actual Amounts <u> </u>	Variance with Final Budget <u> </u>
Fund balance, July 1, 2021	\$ 102,142	\$ 102,142	\$ -
Revenues (inflows):			
Investment earnings	2,900	449	(2,451)
Transfers in	<u>240,000</u>	<u>240,000</u>	<u>-</u>
Amount available for appropriations	<u>242,900</u>	<u>240,449</u>	<u>(2,451)</u>
Charges to appropriations (outflows):			
Capital outlay	<u>227,000</u>	<u>109,188</u>	<u>117,812</u>
Total charges to appropriations	<u>227,000</u>	<u>109,188</u>	<u>117,812</u>
Fund balance, June 30, 2022	<u>\$ 118,042</u>	<u>\$ 233,403</u>	<u>\$ 115,361</u>

CITY OF LOS ALAMITOS

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Residential Streets/Alleys Capital Project Fund

For the Year Ended June 30, 2022

	<u>Budgeted Amounts Final</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
Fund balance, July 1, 2021	<u>\$ 6,754</u>	<u>\$ 6,754</u>	<u>\$ -</u>
Revenues (inflows):			
Investment earnings	<u>100</u>	<u>50</u>	<u>(50)</u>
Amount available for appropriations	<u>100</u>	<u>50</u>	<u>(50)</u>
Fund balance, June 30, 2022	<u><u>\$ 6,854</u></u>	<u><u>\$ 6,804</u></u>	<u><u>\$ (50)</u></u>

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CITY OF LOS ALAMITOS

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual Traffic Improvement Capital Project Fund For the Year Ended June 30, 2022

	Budgeted Amounts <u>Final</u>	Actual Amounts <u></u>	Variance with Final Budget <u></u>
Fund balance, July 1, 2021	\$ 273,375	\$ 273,375	\$ -
Revenues (inflows):			
Charges for services	15,000	156	(14,844)
Investment earnings	<u>2,500</u>	<u>3,050</u>	<u>550</u>
Amount available for appropriations	<u>17,500</u>	<u>3,206</u>	<u>(14,294)</u>
Charges to appropriations (outflows):			
Public works	<u>-</u>	<u>1,598</u>	<u>(1,598)</u>
Total charges to appropriations	<u>-</u>	<u>1,598</u>	<u>(1,598)</u>
Fund balance, June 30, 2022	<u>\$ 290,875</u>	<u>\$ 274,983</u>	<u>\$ (15,892)</u>

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CITY OF LOS ALAMITOS

Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual

Debt Service Fund

For the Year Ended June 30, 2022

	Budgeted Amounts <u>Final</u>	Actual Amounts <u></u>	Variance with Final Budget <u></u>
Fund balance, July 1, 2021	\$ 249	\$ 249	\$ -
Revenues (inflows):			
Investment earnings	200	-	(200)
Transfers in	<u>213,500</u>	<u>213,500</u>	<u>-</u>
Amount available for appropriations	<u>213,700</u>	<u>213,500</u>	<u>(200)</u>
Charges to appropriations (outflows):			
Debt service:			
Principal	80,000	80,000	-
Interest and fiscal charges	<u>133,594</u>	<u>130,494</u>	<u>3,100</u>
Total charges to appropriations	<u>213,594</u>	<u>210,494</u>	<u>3,100</u>
Fund balance, June 30, 2022	<u>\$ 355</u>	<u>\$ 3,255</u>	<u>\$ 2,900</u>

CITY OF LOS ALAMITOS
Combining Statement of Net Position
All Internal Service Funds
June 30, 2022

	<u>Garage</u>	<u>Technology Replacement</u>	<u>Police Capital Expenditures</u>
ASSETS			
Current assets:			
Cash and investments	\$ 585,731	\$ 397,083	\$ 164,927
Accounts receivable	-	-	-
Total current assets	<u>585,731</u>	<u>397,083</u>	<u>164,927</u>
Noncurrent assets:			
Capital assets - net of accumulated depreciation	<u>370,666</u>	<u>8,382</u>	<u>-</u>
Total noncurrent assets	<u>370,666</u>	<u>8,382</u>	<u>-</u>
Total assets	<u>956,397</u>	<u>405,465</u>	<u>164,927</u>
LIABILITIES			
Current liabilities:			
Accounts payable	19,512	70,911	3,294
Accrued interest	1,279	-	-
Accrued claims and judgements	-	-	-
Capital leases	<u>12,967</u>	<u>-</u>	<u>-</u>
Total current liabilities	<u>33,758</u>	<u>70,911</u>	<u>3,294</u>
Long-term liabilities:			
Accrued claims and judgements	-	-	-
Capital leases	<u>49,271</u>	<u>-</u>	<u>-</u>
Total long-term liabilities	<u>49,271</u>	<u>-</u>	<u>-</u>
Total liabilities	<u>83,029</u>	<u>70,911</u>	<u>3,294</u>
NET POSITION			
Net investment in capital assets	308,428	8,382	-
Unrestricted	<u>564,940</u>	<u>326,172</u>	<u>161,633</u>
Total net position	<u>\$ 873,368</u>	<u>\$ 334,554</u>	<u>\$ 161,633</u>

CITY OF LOS ALAMITOS
Combining Statement of Net Position
All Internal Service Funds
June 30, 2022

	Facilities, Streets, Parks, and Pool Capital Expenditures	Self- Insurance Trust	Total
ASSETS			
Current assets:			
Cash and investments	\$ 293,558	\$ 667,948	\$ 2,109,247
Accounts receivable	-	12,102	12,102
Total current assets	<u>293,558</u>	<u>680,050</u>	<u>2,121,349</u>
Noncurrent assets:			
Capital assets - net of accumulated depreciation	339,997	-	719,045
Total noncurrent assets	<u>339,997</u>	<u>-</u>	<u>719,045</u>
Total assets	<u>633,555</u>	<u>680,050</u>	<u>2,840,394</u>
LIABILITIES			
Current liabilities:			
Accounts payable	634	26,066	120,417
Accrued interest	-	-	1,279
Accrued claims and judgements	-	71,875	71,875
Capital leases	-	-	12,967
Total current liabilities	<u>634</u>	<u>97,941</u>	<u>206,538</u>
Long-term liabilities:			
Accrued claims and judgements	-	151,098	151,098
Capital leases	-	-	49,271
Total long-term liabilities	<u>-</u>	<u>151,098</u>	<u>200,369</u>
Total liabilities	<u>634</u>	<u>249,039</u>	<u>406,907</u>
NET POSITION			
Net investment in capital assets	339,997	-	656,807
Unrestricted	<u>292,924</u>	<u>431,011</u>	<u>1,776,680</u>
Total net position	<u>\$ 632,921</u>	<u>\$ 431,011</u>	<u>\$ 2,433,487</u>

CITY OF LOS ALAMITOS

Combining Statement of Revenues, Expenses, and Changes in Net Position

All Internal Service Funds

For the year ended June 30, 2022

	<u>Garage</u>	<u>Technology Replacement</u>	<u>Police Capital Expenditures</u>
OPERATING REVENUES:			
Charges for services:			
Garage	\$ 316,840	\$ -	\$ -
Police capital	-	-	40,000
Technology replacement	-	190,000	-
Miscellaneous	-	-	-
Total operating revenues	<u>316,840</u>	<u>190,000</u>	<u>40,000</u>
OPERATING EXPENSES:			
Supplies and materials	101,553	181,698	56,969
Outside services	39,645	130,328	-
Claims expense	-	-	-
Depreciation	89,726	8,380	-
Total operating expenses	<u>230,924</u>	<u>320,406</u>	<u>56,969</u>
OPERATING INCOME	<u>85,916</u>	<u>(130,406)</u>	<u>(16,969)</u>
NON-OPERATING REVENUES (EXPENSES):			
Interest expense	(8,343)	-	-
Total non-operating revenues (expenses)	<u>(8,343)</u>	<u>-</u>	<u>-</u>
INCOME BEFORE TRANSFERS	77,573	(130,406)	(16,969)
Transfers in	-	190,000	-
Total transfers	<u>-</u>	<u>190,000</u>	<u>-</u>
Change in net position	77,573	59,594	(16,969)
Net position, beginning of year	<u>795,795</u>	<u>274,960</u>	<u>178,602</u>
Net position, end of year	<u>\$ 873,368</u>	<u>\$ 334,554</u>	<u>\$ 161,633</u>

CITY OF LOS ALAMITOS

Combining Statement of Revenues, Expenses, and Changes in Net Position

All Internal Service Funds

For the year ended June 30, 2022

	Facilities, Streets, Parks, and Pool Capital Expenditures	Self- Insurance Trust	Total
OPERATING REVENUES:			
Charges for services:			
Garage	\$ -	\$ -	\$ 316,840
Police capital	-	-	40,000
Technology replacement	-	-	190,000
Miscellaneous	-	41,940	41,940
	<u>-</u>	<u>41,940</u>	<u>588,780</u>
Total operating revenues	<u>-</u>	<u>41,940</u>	<u>588,780</u>
OPERATING EXPENSES:			
Supplies and materials	-	-	340,220
Outside services	544	-	170,517
Claims expense	-	563,308	563,308
Depreciation	7,340	-	105,446
	<u>7,884</u>	<u>563,308</u>	<u>1,179,491</u>
Total operating expenses	<u>7,884</u>	<u>563,308</u>	<u>1,179,491</u>
OPERATING INCOME	<u>(7,884)</u>	<u>(521,368)</u>	<u>(590,711)</u>
NON-OPERATING REVENUES (EXPENSES):			
Interest expense	-	-	(8,343)
	<u>-</u>	<u>-</u>	<u>(8,343)</u>
Total non-operating revenues (expenses)	<u>-</u>	<u>-</u>	<u>(8,343)</u>
INCOME BEFORE TRANSFERS	(7,884)	(521,368)	(599,054)
Transfers in	-	660,000	850,000
	<u>-</u>	<u>660,000</u>	<u>850,000</u>
Total transfers	<u>-</u>	<u>660,000</u>	<u>850,000</u>
Change in net position	(7,884)	138,632	250,946
Net position, beginning of year	640,805	292,379	2,182,541
	<u>640,805</u>	<u>292,379</u>	<u>2,182,541</u>
Net position, end of year	<u>\$ 632,921</u>	<u>\$ 431,011</u>	<u>\$ 2,433,487</u>

CITY OF LOS ALAMITOS
Combining Statement of Cash Flows
All Internal Service Funds
For the year ended June 30, 2022

	<u>Garage</u>	<u>Technology Replacement</u>	<u>Police Capital Expenditures</u>
CASH FLOWS FROM OPERATING ACTIVITIES:			
Receipts from interfund charges for garage services	\$ 316,840	\$ -	\$ -
Receipts from interfund charges for police capital services	-	-	40,000
Receipts from interfund charges for technology replacement services	-	190,000	-
Payments to suppliers and service providers	(134,854)	(244,969)	(53,675)
Cash received from (payments to) others	-	-	-
Net cash provided (used by) operating activities	<u>181,986</u>	<u>(54,969)</u>	<u>(13,675)</u>
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES:			
Transfers in	-	190,000	-
Net cash provided (used by) non-capital financing activities	<u>-</u>	<u>190,000</u>	<u>-</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:			
Acquisition and construction of capital assets	(305,559)	-	-
Principal paid on capital debt	(5,570)	-	-
Interest paid on capital debt	(8,572)	-	-
Net cash provided (used by) capital and related financing activities	<u>(319,701)</u>	<u>-</u>	<u>-</u>
Net increase (decrease) in cash and cash equivalents	(137,715)	135,031	(13,675)
Cash and equivalents, beginning of year	723,446	262,052	178,602
Cash and equivalents, end of year	<u>\$ 585,731</u>	<u>\$ 397,083</u>	<u>\$ 164,927</u>
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH (USED BY) OPERATING ACTIVITIES:			
Operating income (loss)	\$ 85,916	\$ (130,406)	\$ (16,969)
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:			
Depreciation	89,726	8,380	-
Changes in operating assets and liabilities:			
(Increase) decrease in accounts receivable	-	-	-
Increase (decrease) in accounts payable	6,344	67,057	3,294
Increase (decrease) in claims and judgements	-	-	-
Total adjustments	<u>96,070</u>	<u>75,437</u>	<u>3,294</u>
Net cash provided (used) by operating activities	<u>\$ 181,986</u>	<u>\$ (54,969)</u>	<u>\$ (13,675)</u>

CITY OF LOS ALAMITOS
Combining Statement of Cash Flows
All Internal Service Funds
For the year ended June 30, 2022

	Facilities, Streets, Parks, and Pool Capital Expenditures	Self- Insurance Trust	Total
CASH FLOWS FROM OPERATING ACTIVITIES:			
Receipts from interfund charges for garage services	\$ -	\$ -	\$ 316,840
Receipts from interfund charges for police capital services	-	-	40,000
Receipts from interfund charges for technology replacement services	-	-	190,000
Payments to suppliers and service providers	-	(502,007)	(935,505)
Cash received from (payments to) others	-	41,940	41,940
Net cash provided (used by) operating activities	-	(460,067)	(346,725)
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES:			
Transfers in	-	660,000	850,000
Net cash provided (used by) non-capital financing activities	-	660,000	850,000
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:			
Acquisition and construction of capital assets	-	-	(305,559)
Principal paid on capital debt	-	-	(5,570)
Interest paid on capital debt	-	-	(8,572)
Net cash provided (used by) capital and related financing activities	-	-	(319,701)
Net increase (decrease) in cash and cash equivalents	-	199,933	183,574
Cash and equivalents, beginning of year	293,558	468,015	1,925,673
Cash and equivalents, end of year	<u>\$ 293,558</u>	<u>\$ 667,948</u>	<u>\$ 2,109,247</u>
RECONCILIATION OF OPERATING INCOME (LOSS) TO			
NET CASH (USED BY) OPERATING ACTIVITIES:			
Operating income (loss)	\$ (7,884)	\$ (521,368)	\$ (590,711)
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:			
Depreciation	7,340	-	105,446
Changes in operating assets and liabilities:			
(Increase) decrease in accounts receivable	-	(4,146)	(4,146)
Increase (decrease) in accounts payable	544	(6,863)	70,376
Increase (decrease) in claims and judgements	-	72,310	72,310
Total adjustments	<u>7,884</u>	<u>61,301</u>	<u>243,986</u>
Net cash provided (used) by operating activities	<u>\$ -</u>	<u>\$ (460,067)</u>	<u>\$ (346,725)</u>

STATISTICAL SECTION

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STATISTICAL SECTION

This part of the City of Los Alamitos's Annual Comprehensive Financial Report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information say about the government's overall financial health.

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Debt Capacity: these schedules present information to help the reader assesses the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future..... 115

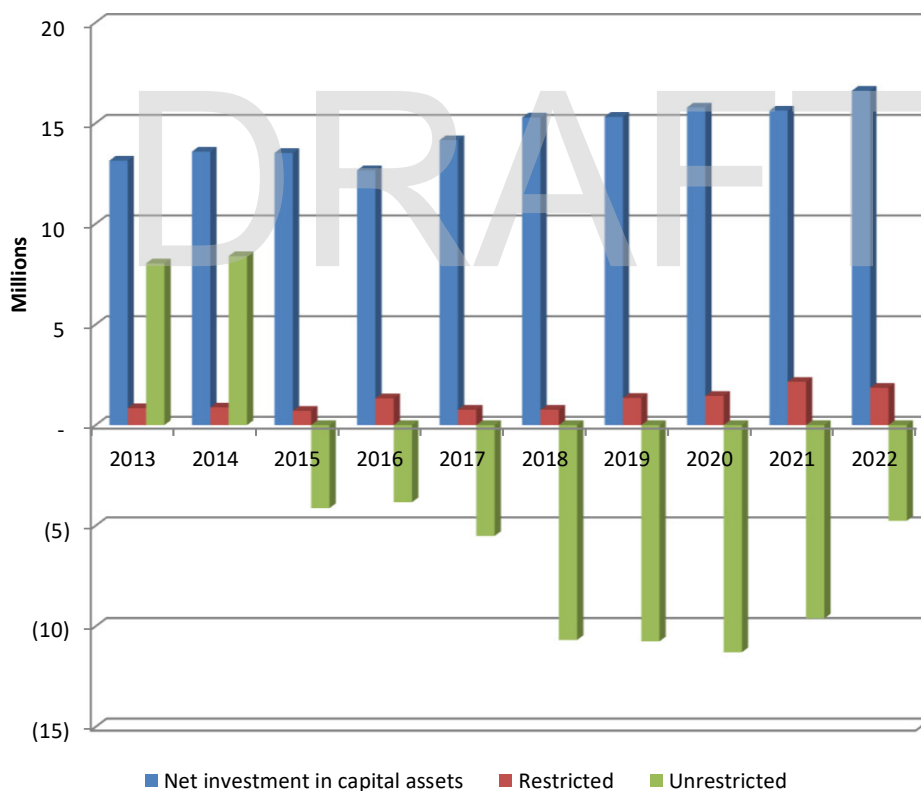
Demographic and Economic Information: these schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place 118

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CITY OF LOS ALAMITOS
Net Position by Component
Last Ten Fiscal Years
(accrual basis of accounting)
(amounts expressed in thousands)

	2013	2014	2015*	2016	2017
Governmental activities					
Net investment in capital assets	\$ 13,138	\$ 13,585	\$ 13,519	\$ 12,658	\$ 14,156
Restricted	841	878	713	1,334	764
Unrestricted	8,034	8,393	(4,126)	(3,828)	(5,506)
Total governmental activities net position	<u>\$ 22,013</u>	<u>\$ 22,856</u>	<u>\$ 10,106</u>	<u>\$ 10,164</u>	<u>9,414</u>

	2018	2019	2020	2021	2022
Governmental activities					
Net investment in capital assets	\$ 15,281	15,315	15,776	15,623	16,545
Restricted	761	1,350	1,453	2,153	2,353
Unrestricted	(10,679)	(10,746)	(11,287)	(9,608)	(5,197)
Total governmental activities net position	<u>\$ 5,363</u>	<u>5,919</u>	<u>5,942</u>	<u>8,168</u>	<u>13,701</u>



Source: City of Los Alamitos, Finance Department

* In Fiscal Year 2014-15 the City implemented GASB Statement No. 68, which resulted in a \$12.8 million decrease to the City's net position in relation to accounting for the City's net pension liability and related deferrals.

** In Fiscal Year 2017-18 the City implemented GASB Statement No. 75, which resulted in a \$3.6 million decrease to the City's net position in relation to accounting for the City's total OPEB liability.

CITY OF LOS ALAMITOS
Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)
(amounts expressed in thousands)

	2013	2014	2015	2016	2017
Expenses					
Governmental activities:					
General government	\$ 1,377	\$ 2,223	\$ 2,646	\$ 2,976	2,830
Public safety	5,393	5,691	5,463	5,732	6,922
Community development	745	843	714	685	775
Recreation and community services	1,957	1,700	1,772	1,834	1,783
Public works	2,709	2,839	2,592	2,339	2,306
Interest and fiscal charges	168	140	138	302	148
Total governmental activities expenses	<u>12,349</u>	<u>13,436</u>	<u>13,325</u>	<u>13,868</u>	<u>14,764</u>
Program Revenues					
Governmental activities:					
Charges for services					
General government	-	385	205	225	272
Public safety	637	735	752	808	825
Community development	435	113	141	80	100
Recreation and community services	1,295	1,242	1,301	1,225	1,087
Public works	-	18	2	139	-
Operating grants	119	323	293	398	453
Capital grants and contributions	349	1,739	629	530	369
Total governmental activities program revenues	<u>2,835</u>	<u>4,555</u>	<u>3,323</u>	<u>3,405</u>	<u>3,106</u>
Net (expense)/revenue					
Governmental activities	(9,514)	(8,881)	(10,002)	(10,463)	(11,658)
General Revenues and Other Changes in Net Position					
Governmental activities:					
Taxes					
Property	3,734	2,733	2,954	3,118	3,603
Utility users tax	2,160	2,188	2,210	2,092	2,037
Transient occupancy	104	113	132	156	159
Sales	2,117	2,836	3,064	3,357	3,160
Franchise	653	689	712	709	669
Business license	694	551	563	566	609
Other	284	334	348	251	339
	<u>9,746</u>	<u>9,444</u>	<u>9,983</u>	<u>10,249</u>	<u>10,576</u>
Motor vehicle in lieu	5	-	-	-	-
Investment income	27	13	30	86	63
Gain on Sale of property	37	-	-	-	-
Other	36	267	146	185	269
Total governmental activities	<u>9,851</u>	<u>9,724</u>	<u>10,159</u>	<u>10,520</u>	<u>10,908</u>
Changes in Net Position					
Governmental activities	<u>\$ 337</u>	<u>\$ 843</u>	<u>\$ 157</u>	<u>\$ 57</u>	<u>(750)</u>

Source: City of Los Alamitos, Finance Department

CITY OF LOS ALAMITOS
Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)
(amounts expressed in thousands)

	2018	2019	2020	2021	2022
Expenses					
Governmental activities:					
General government	\$ 3,517	\$ 3,135	\$ 3,586	\$ 3,493	\$ 2,548
Public safety	6,311	6,556	6,912	7,135	6,382
Community development	1,104	986	1,091	957	1,344
Recreation and community services	1,811	1,746	1,758	1,471	2,043
Public works	2,314	2,415	2,572	2,907	3,226
Interest and fiscal charges	141	142	58	331	138
Total governmental activities expenses	<u>15,198</u>	<u>14,980</u>	<u>15,977</u>	<u>16,294</u>	<u>15,681</u>
Program Revenues					
Governmental activities:					
Charges for services					
General government	814	831	1,335	914	1,036
Public safety	859	916	711	478	841
Community development	198	3	3	2	7
Recreation and community services	956	937	781	527	892
Public works	-	167	508	353	549
Operating grants	151	442	628	1,872	
Capital grants and contributions	391	254	249	241	
Total governmental activities program revenues	<u>3,369</u>	<u>3,550</u>	<u>4,215</u>	<u>4,387</u>	<u>3,325</u>
Net (expense)/revenue					
Governmental activities	(11,829)	(11,430)	(11,762)	(11,907)	(12,356)
General Revenues and Other Changes in Net Position					
Governmental activities:					
Taxes					
Property	3,773	3,946	4,169	4,455	4,732
Utility users tax	2,034	1,968	1,988	1,834	2,123
Transient occupancy	167	160	132	223	522
Sales	3,336	3,597	3,227	4,855	9,671
Franchise	691	688	611	725	1,071
Business license	647	684	730	886	728
Other	429	557	564	548	640
	<u>11,077</u>	<u>11,600</u>	<u>11,421</u>	<u>13,526</u>	<u>19,487</u>
Motor vehicle in lieu	-	-	-	-	
Investment income	102	271	254	78	(665)
Gain on Sale of property	19	-	-	-	
Other	182	115	110	528	83
Total governmental activities	<u>11,380</u>	<u>11,986</u>	<u>11,785</u>	<u>14,132</u>	<u>18,905</u>
Changes in Net Position					
Governmental activities	<u>(449) \$</u>	<u>556 \$</u>	<u>23 \$</u>	<u>2,225 \$</u>	<u>6,549 \$</u>

Source: City of Los Alamitos, Finance Department

CITY OF LOS ALAMITOS
Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)
(amounts expressed in thousands)

	2013	2014	2015	2016	2017
General Fund					
Nonspendable	\$ 6	\$ 8	\$ 684	\$ 59	\$ 17
Committed	-	-	-	-	-
Restricted	-	-	-	-	-
Assigned	3,770	7,049	7,484	7,347	7,481
Unassigned	4,085	1,218	(644)	3	56
Reserved	-	-	-	-	-
Unreserved, designated	-	-	-	-	-
Unreserved, undesignated	-	-	-	-	-
Total General Fund	7,861	8,275	7,524	7,409	7,554
All Other Governmental Funds					
Nonspendable	-	-	-	-	-
Restricted	888	829	1,063	1,333	1,334
Committed	-	-	-	-	-
Assigned	898	677	390	1,001	345
Unassigned	(223)	(1,240)	-	-	-
Reserved	-	-	-	-	-
Unreserved, designated reported in:					
Special revenue funds	-	-	-	-	-
Unreserved, reported in:					
Special revenue funds	-	-	-	-	-
Debt service funds	-	-	-	-	-
Capital projects funds	-	-	-	-	-
Total All Other Governmental Funds	1,563	266	1,453	2,334	1,679
Total All Governmental Funds	\$ 9,424	\$ 8,541	\$ 8,977	\$ 9,743	\$ 9,233

*Note: The City adopted GASB 54 starting in fiscal year 2011 which changed how fund balance is presented in the CAFR

Source: City of Los Alamitos, Finance Department

CITY OF LOS ALAMITOS
Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)
(amounts expressed in thousands)

	2018	2019	2020	2021	2022
General Fund					
Nonspendable	\$ 18	\$ 56	\$ 14	\$ 7	\$ 4
Committed	-	3,607	3,286	3	3
Restricted	-	-	-	-	-
Assigned	7,662	4,589	4,196	4,203	4,196
Unassigned	49	588	2,785	9,403	12,570
Reserved	-	-	-	-	-
Unreserved, designated	-	-	-	-	-
Unreserved, undesignated	-	-	-	-	-
Total General Fund	<u>7,729</u>	<u>8,840</u>	<u>10,281</u>	<u>13,616</u>	<u>16,773</u>
All Other Governmental Funds					
Nonspendable	-	-	-	-	-
Restricted	1,334	1,180	1,453	2,153	2,353
Committed	-	-	-	-	-
Assigned	129	99	200	109	243
Unassigned	-	(4)	(9)	(10)	(114)
Reserved	-	-	-	-	-
Unreserved, designated reported in:					
Special revenue funds	-	-	-	-	-
Unreserved, reported in:					
Special revenue funds	-	-	-	-	-
Debt service funds	-	-	-	-	-
Capital projects funds	-	-	-	-	-
Total All Other Governmental Funds	<u>1,463</u>	<u>1,275</u>	<u>1,644</u>	<u>2,252</u>	<u>2,482</u>
Total All Governmental Funds	<u>\$ 9,192</u>	<u>\$ 10,115</u>	<u>\$ 11,925</u>	<u>\$ 15,868</u>	<u>\$ 19,255</u>

*Note: The City adopted GASB 54 starting in fiscal year 2011 which changed how fund balance is presented in the CAFR

Source: City of Los Alamitos, Finance Department

CITY OF LOS ALAMITOS
Changes in Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)
(amounts expressed in thousands)

	2013	2014	2015	2016	2017
Revenues					
Taxes	\$ 9,042	\$ 9,420	\$ 10,337	\$ 10,559	\$ 10,724
Licenses and permits	694	937	205	225	272
Intergovernmental	531	150	1,609	245	609
Charges for services	1,752	1,396	1,403	1,459	1,202
Investment earnings	9	2	30	86	63
Fines and forfeitures	615	710	737	781	810
Other	36	581	454	460	476
Total Revenues	<u>12,679</u>	<u>13,196</u>	<u>14,775</u>	<u>13,815</u>	<u>14,156</u>
Expenditures					
General government	1,900	2,097	2,379	2,735	2,029
Public safety	5,280	5,874	5,513	5,711	5,777
Community development	737	830	694	657	715
Recreation and community services	1,889	1,620	1,730	1,739	1,646
Public works	1,831	1,686	1,771	1,963	1,963
Capital outlay	806	1,744	830	213	1,972
Debt service:					
Principal retirement	72	70	76	75	70
Payment to refunded bond escrow agent	-	-	-	220	-
Interest and fiscal charges	144	141	138	311	142
Total Expenditures	<u>12,659</u>	<u>14,062</u>	<u>13,131</u>	<u>13,624</u>	<u>14,314</u>
Excess of revenues over/(under) expenditures	<u>20</u>	<u>(866)</u>	<u>1,644</u>	<u>191</u>	<u>(158)</u>
Other Financing Sources (Uses)					
Transfers in	588	606	684	681	1,280
Transfers out	(588)	(621)	(1,892)	(1,203)	(2,201)
Refunding bonds issued	-	-	-	3,685	-
Bond premium	-	-	-	133	-
Payment to refunded bond escrow agent	-	-	-	(2,722)	-
Total other financing sources	<u>-</u>	<u>(15)</u>	<u>(1,208)</u>	<u>574</u>	<u>(921)</u>
Net change in fund balances	<u>\$ 20</u>	<u>\$ (881)</u>	<u>\$ 436</u>	<u>\$ 765</u>	<u>\$ (1,079)</u>
Debt service as a percentage of noncapital expenditures	1.765%	1.598%	1.813%	2.865%	1.713%
				(1)	

(1) Increase in debt service related to issuance of 2015 Certificates of Participation

Source: City of Los Alamitos, Administrative Services Department

CITY OF LOS ALAMITOS
Changes in Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)
(amounts expressed in thousands)

	2018	2019	2020	2021	2022
Revenues					
Taxes	\$ 11,078	\$ 11,600	\$ 11,422	\$ 13,526	\$ 19,487
Licenses and permits	814	831	1,462	914	1,035
Intergovernmental	323	294	684	1,888	699
Charges for services	1,169	1,121	1,310	890	905
Investment earnings	106	271	254	78	(665)
Fines and forfeitures	844	900	694	468	401
Other	398	349	301	610	324
Total Revenues	<u>14,732</u>	<u>15,366</u>	<u>16,127</u>	<u>18,374</u>	<u>22,186</u>
Expenditures					
General government	2,243	2,299	2,405	2,240	2,993
Public safety	5,751	5,886	5,585	5,938	6,617
Community development	1,044	928	1,052	1,185	1,292
Recreation and community services	1,598	1,590	1,615	1,391	1,911
Public works	1,943	2,064	1,983	2,379	2,952
Capital outlay	1,068	332	865	490	957
Debt service:					
Principal retirement	70	70	75	75	80
Payment to refunded bond escrow agent	-	-	-	-	-
Interest and fiscal charges	140	139	136	134	130
Total Expenditures	<u>13,857</u>	<u>13,308</u>	<u>13,716</u>	<u>13,832</u>	<u>16,932</u>
Excess of revenues over/(under) expenditures	<u>875</u>	<u>2,058</u>	<u>2,411</u>	<u>4,542</u>	<u>5,254</u>
Other Financing Sources (Uses)					
Transfers in	832	597	808	733	828
Transfers out	(1,752)	(1,157)	(1,409)	(1,334)	(1,678)
Refunding bonds issued	-	-	-	-	-
Bond premium	-	-	-	-	-
Payment to refunded bond escrow agent	-	-	-	-	-
Total other financing sources	<u>(920)</u>	<u>(560)</u>	<u>(601)</u>	<u>(601)</u>	<u>(850)</u>
Net change in fund balances	<u>\$ (45)</u>	<u>\$ 1,498</u>	<u>\$ 1,810</u>	<u>\$ 3,941</u>	<u>\$ 4,404</u>
Debt service as a percentage of noncapital expenditures	1.640%	1.611%	1.642%	1.566%	1.315%

(1) Increase in debt service related to issuance of 2015 Certificates of Participation

Source: City of Los Alamitos, Administrative Services Department

CITY OF LOS ALAMITOS
 2021/22 Use Category Summary-Basic Property Value Table
 Last Ten Fiscal Years
 (amounts expressed in thousands)

<u>Category</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Residential	\$ 936,234	\$ 968,878	\$ 1,031,002	\$ 1,091,854	\$ 1,143,395
Commercial	288,665	296,984	318,001	359,002	365,544
Industrial	266,381	270,936	271,390	278,399	292,535
Institutional	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Recreational	-	-	-	-	-
Vacant land	8,530	8,917	8,449	9,710	9,905
SBE Nonunitary	222	222	222	222	222
Cross Reference	4,326	3,453	3,265	3,083	3,998
Unsecured	134,342	119,933	143,801	138,386	154,478
Other	-	-	-	-	-
Totals	\$ 1,638,700	\$ 1,669,323	\$ 1,776,130	\$ 1,880,656	\$ 1,970,077
Direct rate	0.10067%	0.11558%	0.11568%	0.11571%	0.11578%

Note: In 1978, the voters of the State of California passed Proposition 13 which limited property taxes to a total maximum rate of 1% based upon the assessed value of the property being taxed. Each year the assessed value of property may be increased by an inflation factor (limited to a maximum increase of 2%). With few exceptions, property is only reassessed at the time that it is sold to a new owner. At that point, the new assessed value is reassessed at the purchase price of the property sold. The assessed valuation data shown above represents the only data currently available with respect to the actual market value of taxable property

Source: HdL Coren and Cone, Orange County Assessor Tax Rate Table

CITY OF LOS ALAMITOS
 2021/22 Use Category Summary-Basic Property Value Table
 Last Ten Fiscal Years
 (amounts expressed in thousands)

<u>Category</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Residential	\$ 1,200,335	\$ 1,266,083	\$ 1,332,806	\$ 1,408,761	\$ 1,479,534
Commercial	393,211	405,241	427,330	459,279	506,538
Industrial	292,689	308,001	315,346	382,149	417,895
Institutional	-	-	-	-	-
Miscellaneous	-	1,793	608	555	-
Recreational	-	-	-	-	-
Vacant land	11,648	10,088	19,185	14,902	10,998
SBE Nonunitary	222	970	970	970	401
Cross Reference	4,139	4,109	4,177	3,976	4,002
Unsecured	163,741	161,257	164,509	158,443	189,648
Other	-	-	-	-	-
Totals	\$ 2,065,985	\$ 2,157,542	\$ 2,264,931	\$ 2,429,035	\$ 2,609,016
Direct rate	0.11578%	0.11821%	0.11848%	0.11751%	0.11703%

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Source: HdL Coren and Cone, Orange County Assessor Tax Rate Table

CITY OF LOS ALAMITOS
Assessed Value and Estimated Actual Value of Taxable Property
Last Ten Fiscal Years
(amounts expressed in thousands)

Fiscal Year Ended June 30	Secured	Unsecured	Less: Exemptions (1)	Taxable Assessed Value (2)	Total Direct Tax Rate
2013	\$ 1,504,137	\$ 134,342	\$ -	\$ 1,638,479	0.117
2014	1,549,169	119,933	-	1,669,102	0.117
2015	1,632,107	143,801	-	1,775,908	0.117
2016	1,742,048	138,386	-	1,880,434	0.116
2017	1,806,377	154,478	-	1,960,855	0.116
2018	1,902,022	163,742	-	2,065,764	0.116
2019	1,995,314	161,257	-	2,156,571	0.116
2020	2,099,452	164,509	-	2,263,961	0.116
2021	2,269,621	158,443	-	2,428,064	0.116
2022	2,418,967	189,648		2,609,016	0.117

(1) Exemptions are netted against the individual property categories.

(2) Total includes Nonunitary Taxable Assessed Values.

Note:

In 1978, the voters of the State of California passed Proposition 13 which limited property taxes to a total maximum rate of 1% based upon the assessed value of the property being taxed. Each year the assessed value of property may be increased by an inflation factor (limited to a maximum increase of 2%). With few exceptions, property is only reassessed at the time that it is sold to a new owner. At that point, the new assessed value is reassessed at the purchase price of the property sold. The assessed valuation data shown above represents the only data currently available with respect to the actual market value of taxable property and is subject to the limitations described above.

Source: HdL Coren and Cone, Orange County Assessor Combined Tax Rolls

CITY OF LOS ALAMITOS
Direct and Overlapping Property Tax Rates
(Rate per \$100 of assessed value)
Last Ten Fiscal Years

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
City Direct Rate	0.117	0.117	0.117	0.116	0.116
Overlapping Rates:					
Los Alamitos City General Fund	0.101	0.101	0.101	0.101	0.101
Los Alamitos City Lighting Reorganization	0.016	0.016	0.016	0.016	0.016
Educational Revenue Augmentation Fund	0.144	0.144	0.144	0.145	0.145
Los Alamitos Unified General Fund	0.412	0.412	0.411	0.412	0.412
North Orange Co. Community College District	0.059	0.059	0.059	0.059	0.059
Orange County Department of Education	0.031	0.031	0.031	0.031	0.031
Orange County Fire Authority	0.095	0.095	0.095	0.095	0.095
Orange County Flood Control District General	0.017	0.017	0.017	0.017	0.017
Orange County General Fund	0.052	0.052	0.052	0.052	0.052
Orange County Harbors Beaches & Parks Csa 26	0.013	0.013	0.013	0.013	0.013
Orange County Public Library	0.014	0.014	0.014	0.014	0.014
Orange County Sanitation District 3 Operating	0.027	0.027	0.027	0.027	0.027
Orange County Transit Authority	0.002	0.002	0.002	0.002	0.002
Orange County Vector Control	0.001	0.001	0.001	0.001	0.001
Orange County Water District	0.006	0.006	0.006	0.006	0.006
Orange County Water District reserve	0.000	0.000	0.001	0.000	0.000
Rossmoor/Los Alamitos Sewer District	0.010	0.010	0.010	0.010	0.010
Total Prop 13 Rate	<u>1.000</u>	<u>1.000</u>	<u>1.000</u>	<u>1.000</u>	<u>1.000</u>
Anaheim High School District	0.029	0.026	0.024	0.049	0.043
Cypress Elementary	0.025	0.027	0.023	0.025	0.024
Garden Grove Unified School District	0.031	0.037	0.041	0.047	0.045
Los Alamitos Sfid	0.042	0.056	0.048	0.052	0.048
Metropolitan Water District	0.004	0.003	0.004	0.004	0.004
N. Orange County Community College	0.019	0.017	0.017	0.030	0.029
Total Voter Approved tax Rate	<u>0.150</u>	<u>0.166</u>	<u>0.157</u>	<u>0.207</u>	<u>0.192</u>
Total Tax Rate	<u>1.150</u>	<u>1.166</u>	<u>1.157</u>	<u>1.207</u>	<u>1.192</u>

Source: HdL Coren and Cone, Orange County Assessor 2012/2013 - 2021/2022 Tax Rate Table

CITY OF LOS ALAMITOS
Direct and Overlapping Property Tax Rates
(Rate per \$100 of assessed value)
Last Ten Fiscal Years

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
City Direct Rate	0.116	0.116	0.116	0.116	0.117
Overlapping Rates:					
Los Alamitos City General Fund	0.101	0.101	0.101	0.101	0.101
Los Alamitos City Lighting Reorganization	0.016	0.016	0.016	0.016	0.016
Educational Revenue Augmentation Fund	0.145	0.145	0.145	0.145	0.145
Los Alamitos Unified General Fund	0.412	0.412	0.412	0.412	0.412
North Orange Co. Community College District	0.059	0.059	0.059	0.059	0.059
Orange County Department of Education	0.031	0.031	0.031	0.031	0.031
Orange County Fire Authority	0.095	0.095	0.095	0.095	0.095
Orange County Flood Control District General	0.017	0.017	0.017	0.017	0.017
Orange County General Fund	0.052	0.052	0.052	0.052	0.052
Orange County Harbors Beaches & Parks Csa 26	0.013	0.013	0.013	0.013	0.013
Orange County Public Library	0.014	0.014	0.014	0.014	0.014
Orange County Sanitation District 3 Operating	0.027	0.027	0.027	0.027	0.027
Orange County Transit Authority	0.002	0.002	0.002	0.002	0.002
Orange County Vector Control	0.001	0.001	0.001	0.001	0.001
Orange County Water District	0.006	0.006	0.006	0.006	0.006
Orange County Water District Reserve	0.000	0.000	0.000	0.000	0.000
Rossmoor/Los Alamitos Sewer District	0.010	0.010	0.010	0.010	0.010
Total Prop 13 Rate	<u>1.000</u>	<u>1.000</u>	<u>1.000</u>	<u>1.000</u>	<u>1.000</u>
Anaheim High School District	0.022	0.042	0.040	0.040	0.038
Cypress Elementary	0.031	0.030	0.030	0.033	0.030
Garden Grove Unified School District	0.075	0.068	0.069	0.070	0.074
Los Alamitos SFID	0.047	0.049	0.080	0.093	0.079
Metropolitan Water District	0.004	0.004	0.004	0.004	0.004
N. Orange County Community College	0.029	0.028	0.024	0.032	0.029
Total Voter Approved tax Rate	<u>0.207</u>	<u>0.221</u>	<u>0.247</u>	<u>0.271</u>	<u>0.253</u>
Total Tax Rate	<u>1.207</u>	<u>1.220</u>	<u>1.247</u>	<u>1.271</u>	<u>1.253</u>

Source: HdL Coren and Cone, Orange County Assessor 2012/2013 - 2021/2022 Tax Rate Table

CITY OF LOS ALAMITOS
Principal Property Tax Payers
Current Year and Ten Years Ago
(amounts expressed in thousands)

	2022		2013	
	Taxable Assessed Value	Percent of Total City Taxable Assessed Value	Taxable Assessed Value	Percent of Total City Taxable Assessed Value
Los Alamitos Medical Center	\$ 138,698	5.316%	\$ 67,539	4.121%
Los Alamitos APG LLC	129,851	4.977%		
Fine US Long Beach LLC	59,000	2.261%		
JCB Merger Sub LLC	43,248	1.658%		
Trend Offset Printing Inc.	41,169	1.578%	40,574	2.476%
Los Alamitos Corporation Center JV			54,495	3.325%
Don Wilson Staples LLC	39,207	1.503%	30,193	1.842%
Epson America USA	33,750	1.294%		
Bar Bakers LLC	25,361	0.972%		
CGM Katella LLC	20,244	0.776%		
Ganahl Lumber Company	18,781	0.720%	15,148	0.924%
JCB Inc Tinicum Corporation			16,963	1.035%
Bayport Los Alamitos Associates LP			12,355	0.754%
Fine US Long Beach LLC				
Davenport KCC Partners LLC			14,059	0.858%
Arrowhead Products Corporation			11,088	0.677%
Los Altos LLC			10,798	0.659%
ESS WCOT Owner LLC				
Top Ten Totals	<u>\$ 549,309</u>	<u>21.055%</u>	<u>\$ 273,212</u>	<u>16.672%</u>
City Totals	<u>\$ 2,609,016</u>		<u>\$ 1,638,701</u>	

Source: HdL Coren and Cone, Orange County Assessor 2012/13 and 2021/22 Tax Rolls

CITY OF LOS ALAMITOS
Property Tax Levies and Collections
Last Ten Fiscal Years
(amounts expressed in thousands)

Fiscal Year Ended June 30	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of Levy		Collections for Prior Years (1)	Total Collections to Date	
		Amount	Percent of Levy		Amount	Percent of Levy
2013	\$ 2,013,958	\$ 1,959,000	97.271%	\$ 24,090	\$ 1,983,090	98.467%
2014	2,010,346	1,981,110	98.546%	24,524	2,005,634	99.766%
2015	2,130,906	2,081,181	97.666%	19,659	2,100,840	98.589%
2016	2,261,032	2,220,841	98.222%	18,519	2,239,360	99.041%
2017	2,347,295	2,314,148	98.588%	17,812	2,331,960	99.347%
2018	2,457,342	2,440,391	99.310%	16,019	2,456,410	99.962%
2019	2,679,049	2,629,318	98.144%	16,951	2,646,269	98.776%
2020	2,786,377	2,742,208	98.415%	21,973	2,764,181	99.203%
2021	2,903,005	2,761,268	95.118%	18,858	2,780,126	95.767%
2022	2,950,445	2,737,154	92.771%	18,843	2,755,997	93.410%

(1) Total amount of delinquent taxes collected in each fiscal year; information regarding levy year to which delinquent tax collections pertain is not provided by the Orange County Auditor- Controller.

Source: Orange County Auditor - Controller

CITY OF LOS ALAMITOS
Ratio of Outstanding Debt by Type
Last Ten Fiscal Years
(amounts expressed in thousands, except per capita)

Fiscal Year	Governmental Activities		Total Primary Government	Debt as a Percentage of Personal Income ¹	Debt Per Capita ¹
	Certificates of Participation	Capital Lease			
2013	\$ 3,055	\$ -	\$ 3,055	0.693%	262.77
2014	2,970	-	2,970	0.668%	253.22
2015	2,895	-	2,895	0.662%	246.91
2016	3,685	-	3,685	0.874%	313.94
2017	3,615	270	3,885	0.912%	330.95
2018	3,545	204	3,749	0.871%	316.02
2019	3,475	137	3,612	0.869%	308.16
2020	3,400	69	3,469	0.782%	299.90
2021	3,325	68	3,393	0.704%	307.51
2022	\$ 3,245	\$ 62	\$ 3,307	0.569%	294.48

¹ Ratio is calculated using personal income and population data for the prior calendar year.

Source: City of Los Alamitos, Finance Department

CITY OF LOS ALAMITOS
Direct and Overlapping Governmental Activity Debt
As of June 30, 2022
(amounts expressed in thousands)

2021-2022 Taxable Assessed Valuation: \$ 2,608,517

	Total Debt 6/30/2022	Percent Applicable to City (1)	City's Share of Debt 6/30/2022
<u>DIRECT DEBT</u>			
Vehicle Lease Debt	\$ 62	100.000%	62
Bonded Debt	3,350	100.000%	3,350
TOTAL DIRECT DEBT			\$ 3,412
<u>OVERLAPPING DEBT:</u>			
Anaheim High 2002 Bond Series 2003	\$ 15,504	0.070%	\$ 11
N.OC Community College 2002 Bond Series #2003B	29,293	1.773%	519
Anaheim High 2002 Bond Series 2002A	28,245	0.071%	20
N.OC Community College 2002 Bond 2005 Refunding	27,702	1.773%	491
Los Alamitos SFID #1 2008 Series 2009	23,065	23.810%	5,492
Cypress Elementary 2008 Bond Series A	15,884	0.477%	76
Los Alamitos SFID #1 2008 Series 2010	2,000	23.810%	476
Los Alamitos SFID #1 2008 Series 2010C	2,000	23.810%	476
Garden Grove USD 2010 Series B	114,445	0.006%	7
Los Alamitos SFID #1 208 Series D	19,000	23.810%	4,524
Cypress Elementary 2008 Bond, Series B1 & B2	24,674	0.477%	118
Los Alamitos SFID #1 208 Series E	58,705	23.810%	13,978
Garden Grove USD 2010 Series C	129,585	0.006%	8
Anaheim High 2014 Bond Series 2015	47,045	0.071%	33
N.OC Community College 2014 Bond Series A	34,025	1.773%	603
Garden Grove USD 2016 Series 2017	69,900	0.006%	4
Anaheim High 2018 Bond Series 2014	69,015	0.071%	49
Garden Grove USD 2016 Series 2019	72,510	0.006%	4
Los Alamitos SFID #1 2008 Series A	33,085	23.810%	7,878
Los Alamitos SFID #1 2008 Series F	11,980	23.810%	2,852
N.OC Community College 2014 Bond Series B	112,416	1.773%	1,993
Anaheim High 2014 Bond Series 2019	96,460	0.071%	68
Los Alamitos SFID #1 2008 Series 2020G	8,500	23.810%	2,024
Los Alamitos SFID #1 2008 Series 2020B	39,500	23.810%	9,405
Garden Grove USD 2016 Series 2021	146,000	0.006%	9
Metropolitan Water District	4,052	0.383%	\$ 16
TOTAL OVERLAPPING DEBT			51,134
TOTAL DIRECT & OVERLAPPING DEBT			\$ 54,546

- (1) Percentage of overlapping agency's assessed valuation located within the boundaries of the City.
(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and tax allocation bonds and non-bonded capital lease obligations. Qualified Zone Academy Bonds are included based on principal due at maturity.

Ratios to Assessed Valuation:

Total Direct Debt.....	0.14%
Overlapping Debt.....	1.96%
Net Combined Total Debt.....	2.10%

Source - HdL Coren & Cone, Orange County Assessor and Auditor Combined 2021/22 Lien Date Tax Rolls.

CITY OF LOS ALAMITOS
Legal Debt Margin Information
Last Ten Fiscal Years

Legal Debt Margin Calculation for the Current Year

Assessed value	\$ 2,609,016,274
Debt limit (15% of assessed value)	391,352,441
Debt applicable to limit	0
Legal debt margin - Current Year	<u>\$ 391,352,441</u>

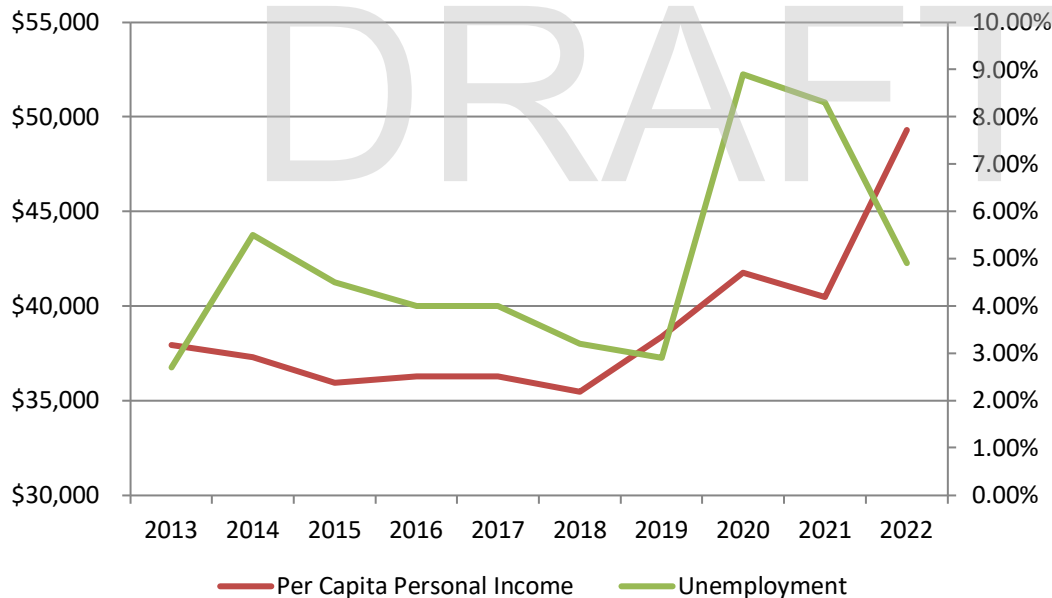
Fiscal Year	Debt Limit	Debt Applicable to Limit	Legal Debt Margin	Debt as Percentage of Limit
2013	\$ 245,805,113	\$ 0	\$ 245,805,113	0
2014	250,398,597	0	250,398,597	0
2015	266,419,511	0	266,419,511	0
2016	282,098,369	0	282,098,369	0
2017	294,161,529	0	294,161,529	0
2018	309,897,790	0	309,897,790	0
2019	323,585,613	3,612,467	319,973,146	1.12%
2020	343,305,168	3,565,517	339,739,651	1.04%
2021	367,857,100	3,325,000	364,532,100	0.90%
2022	394,702,562	3,350,121	391,352,441	0.85%

Source: City of Los Alamitos, Finance Department

CITY OF LOS ALAMITOS
Demographic and Economic Statistics
Last Ten Calendar Years

Calendar Year	Population	Personal Income (in thousands)	Per Capita Personal Income	Unemployment Rate
2013	11,729	\$ 444,811	\$ 37,924	2.70%
2014	11,725	437,214	37,289	5.50%
2015	11,738	421,786	35,933	4.50%
2016	11,739	425,943	36,284	4.00%
2017	11,863	430,396	36,280	4.00%
2018	11,721	415,852	35,479	3.20%
2019	11,567	443,756	38,363	2.90%
2020	11,538	481,688	41,747	8.90%
2021	11,873	480,337	40,456	8.30%
2022	11,780	580,872	49,310	4.90%

Per Capita Personal Income and Unemployment



Sources: Population: California State Department of Finance
Unemployment Rate: California Employment Development Department
Personal Income and Per Capita Income: ESRI

CITY OF LOS ALAMITOS
Full-Time Equivalent City Government Employees by Function/Program
Last Ten Fiscal Years

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
<u>Function/Program</u>										
General Government										
City Council	5	5	5	5	5	5	5	5	5	5
Administration	8	8	8	8	8	8	8	6	6	7
Community Development										
Administration	1	1	1	1	1	1	1	1	1	1
Planning	1	1	1	1	1	1	1	1	1	1
Code Enforcement	1	1	1	1	1	1	1	1	1	1
Police										
Administration	4	4	4	4	4	4	4	4	4	5
Patrol	19	19	19	19	19	18	18	13	13	15
Investigation	3	3	3	3	3	3	3	3	2	3
Records	2	2	2	2	2	2	2	2	3	3
Crossing Guards	3	3	3	3	1	1	1	1	1	1
Other PD Support	2	2	2	2	2	2	2	2	3	3
Public Works										
Admin/Engineering	1	1	1	1	1	1	1	1	1	4
Maintenance	10	10	10	10	10	9	9	7	7	6
Recreation & Community Services										
Administration	5	5	5	5	5	4	4	4	2	7
Recreation/Cultural	15	15	15	15	14	11	11	11	9	11

Source: City of Los Alamitos, Finance Department

CITY OF LOS ALAMITOS
Operating Indicators by Function/Program
Last Ten Fiscal Years

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>Function/Program</u>					
Community Development					
Number of:					
Business licenses	1,964	2,089	2,227	2,169	2,068
Plan checks	141	110	95	96	93
NPDES inspections	126	57	104	60	60
Code violations	97	147	121	267	267
Police					
Number of:					
Part 1 crimes	433	330	299	252	268
Parking violations	1,532	1,766	3,283	3,963	2,997
Traffic (moving) violations	2,177	2,354	1,786	1,473	2,885
Incident & crime reports	1,361	1,293	1,381	1,167	1,254
Public Works					
Square yd of street resurfacing/repair	38,800	20,000	15,000	-	-
Miles of street sweeping	33	33	33	33	33
Number of:					
Street signal maintained	24	25	25	25	25
Trees pruned per year	632	620	615	991	991
Square feet graffiti removal	1,650	1,550	1,245	1,205	1,205
Recreation & Community Services					
Total in attendance:					
Aquatics	230,000	232,000	235,000	163,000	0
Community Services/Seniors	9,800	10,500	10,500	13,180	14,000
Day Camp	2,600	2,800	2,900	2,800	3,000
Park Program	1,400	2,600	4,385	4,262	4,140
Sports	N/A	N/A	N/A	35,500	30,000
Classes	6,400	6,300	6,900	8,900	8,900
Special Events	40,000	41,470	34,200	30,475	34,820

NA - Not Available

Source: City of Los Alamitos, Finance Department

CITY OF LOS ALAMITOS
Operating Indicators by Function/Program
Last Ten Fiscal Years

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
<u>Function/Program</u>					
Community Development					
Number of:					
Business licenses	2,153	1,806	2,046	2,630	2,413
Plan checks	108	98	74	81	338
NPDES inspections	157	85	79	9	55
Code violations	483	420	451	946	1,892
Police					
Number of:					
Part 1 crimes	209	193	189	330	157
Parking violations	4,043	4,221	1,471	1,470	3,835
Traffic (moving) violations	1,430	1,114	342	636	677
Incident & crime reports	896	752	729	1,046	1,044
Public Works					
Square yd of street resurfacing/repair	-	-	-	-	62,445
Miles of street sweeping	33	33	33	33	858
Number of:					
Street signal maintained	25	25	21	22	28
Trees pruned per year	991	991	995	1,375	1,529
Square feet graffiti removal	1,205	1,205	900	1,100	1,836
Recreation & Community Services					
Total in attendance:					
Aquatics	-	-	-	-	-
Community Services/Seniors	14,100	18,390	17,040	16,000	21,600
Day Camp	4,040	3,500	3,200	4,500	4,400
Park Program	4,040	3,000	2,400	2,250	1,800
Sports	30,500	28,234	14,970	13,000	15,500
Classes	8,800	10,300	9,960	8,000	11,000
Special Events	35,000	38,225	31,600	20,000	35,020

NA - Not Available

Source: City of Los Alamitos, Finance Department

CITY OF LOS ALAMITOS
Capital Asset Statistics by Function/Program
Last Ten Fiscal Years

<u>Function/Program</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Community Development										
Code enforcement vehicles	1	1	1	1	1	1	1	1	2	2
Police										
Stations	1	1	1	1	1	1	1	1	1	1
Patrol Vehicles	7	7	7	7	8	8	8	8	10	13
Other Vehicles	8	9	9	9	9	9	9	9	11	11
Public Works										
Streets (Miles)	32.9	32.9	32.9	32.9	32.9	32.9	32.9	32.9	32.9	32.9
Street lights	910	911	911	911	911	911	911	911	911	911
Traffic signals	24	25	25	25	25	25	25	25	25	25
Public works vehicles	13	13	13	13	13	11	11	11	11	11
Recreation & Community Services										
Youth centers	1	1	1	1	1	1	1	1	1	1
Community centers	1	1	1	1	1	1	1	1	1	1
Parks	9	9	9	9	9	9	9	9	9	9
Community service vehicles	2	2	2	2	2	3	3	3	3	3

Source: City of Los Alamitos, Administrative Services Department

CITY OF LOS ALAMITOS
Top 10 Businesses for Fiscal Year 2021-22

Ranking Firm Name

- 1 Ganahl Lumber
- 2 Shell
- 3 Grating Pacific
- 4 Gemini Forrest Products
- 5 Siteone Landscape Supply
- 6 Trend Offset Printing
- 7 Mamas Comfort Food
- 8 Katella Bakery & Deli
- 9 Adamson Police Products
- 10 Chevron

Source: HdL Coren and Cone, Sales Tax Trends and Economic Drivers

DRAFT

CITY OF LOS ALAMITOS
Principal Employers
Current Year and Ten Years Ago

EMPLOYER	FY2021-22			FY2012-13		
	Employees	Rank	% of Total City Employment	Employees	Rank	% of Total City Employment
Los Alamitos Medical Center	1,100	1	7.56%	1,035	1	7.33%
Arrowhead Products	780	2	5.36%	578	2	4.09%
Trend Offset Printing	700	3	4.81%	468	3	3.31%
Epson America	693	4	4.76%			
Super Media Sales, Inc.				253	4	1.79%
Mittera California, Inc.	238	5	1.64%			
Discovery Practice Management, Inc.	205	6	1.41%			
Bar Bakers, LLC	200	7	1.37%			
Resare Marketing, Inc.	191	8	1.31%			
Alamitos West Health & Rehabilitation				151	6	1.07%
Evergreen Pharmaceutical of California, Inc.				150	7	1.06%
Katella Delicatessen-Restaurant-Bakery, Inc.	145	9	0.99%	187	5	1.32%
Alliance Spacesystems, LLC	144	10	0.98%	107	10	0.76%
Bloomfield Bakers				141	8	0.99%
Bearing Inspection, Inc.				123	9	0.87%
Total	<u>4,396</u>		<u>30.19%</u>	<u>3,193</u>		<u>22.59%</u>

Source: HdL Companies, City Planning Department, and State of California Employment Development Department



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

11/21/2023

Tanya Doby
Mayor
City of Los Alamitos, California

Dear Tanya:

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended June 30, 2022 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and give appropriate publicity to this notable achievement. A sample news release is included to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

A handwritten signature in black ink that reads "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine
Director, Technical Services

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: January 16, 2024

ITEM NUMBER: 10F

To: Mayor Jordan Nefulda & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Award of Plans and Specifications for the Bloomfield Neighborhood Street Rehabilitation Project (CIP No. 22/23-06)

SUMMARY

This item recommends the award of a bid to begin the Bloomfield Neighborhood Street Rehabilitation Project (CIP No. 22/23-06). The City of Los Alamitos proposes to overlay a portion of Bloomfield Street from Katella Avenue to Florista Street. The total project cost is \$330,000.

RECOMMENDATION

1. Award construction for the Bloomfield Neighborhood Street Rehabilitation Project (CIP No. 22/23-06) for \$207,000.00 to Hardy & Harper, Inc.; and,
2. Authorize the Mayor to execute the contract with Hardy & Harper, Inc. for the Bloomfield Neighborhood Street Rehabilitation Project (CIP No. 22/23-06); and,
3. Authorize the City Engineer to add work and execute change orders in an amount not to exceed the contingency reserve of 10% or \$20,700.00.

BACKGROUND

The City of Los Alamitos is being provided \$200,000 in federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) funding through the 2021 Pavement Management Relief Funding (PMRF) Program. Staff is proposing to use the funding from CRRSAA grind and overlay Bloomfield Street from Katella Avenue to Florista Street as part of the City's ongoing pavement management program. The project will also replace damaged curbs & gutters and lift the sidewalk. ADA curb ramps will also be modified to current codes as necessary for accessibility.

DISCUSSION

Project Bid Results

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

Bids for the project were publicly opened on December 14, 2023, at 11:00 am. From the six (6) total bids received, Staff determined that the lowest responsible bid submitted was from Hardy & Harper, Inc. with the total bid amount of \$207,000.00. The bid results are provided below:

All American Asphalt	\$	264,264.00
Copp Contracting, Inc.	\$	310,496.39
Hardy & Harper, Inc.	\$	207,000.00
IE General Engineering, Inc.	\$	331,493.00
Onyx Paving Company, Inc.	\$	227,000.00
RJ Noble Company	\$	294,456.80
Average	\$	272,451.70

The following represents an approximate timeline for the completion of the project which consists of street improvements:

- 01/16/2024 Award of Contract
- 03/01/2024 Start of Construction
- 05/01/2024 End of Construction

FISCAL IMPACT

The total allocated budget for the project is currently \$300,000, which includes funding from CRRSSA Federal Funding and Gas Tax. Due to higher-than-expected bids from rising construction costs, an additional \$30,000 is requested to complete the project. The construction budget for the project was bid at \$207,000, with an additional \$123,000 for design, federal compliance reporting, advertisement, inspection, construction management, and a 10% construction contingency.

Available funding for the projects is provided as follows:

CRRSAA Federal Funding:	\$200,000
Gas Tax:	\$100,000
Additional Funding Needed:	\$ 30,000
Total:	\$330,000

- Attachment:
1. CIP 22-23-06 Bloomfield Street Improv_Specifications
 2. CIP 22-23-06 Bloomfield Street Improv_Plans
 3. CIP 22-23-06 Bloomfield Street Improv_Bid Breakdown.12.14.23

CITY OF LOS ALAMITOS



CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

**BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

FEDERAL PROJECT NO. CRAL-5363(013)

NOVEMBER 2023

Ron Noda
Development Services Director

Chris Kelley, P.E.
City Engineer

Kevin J. Smith, P. E.
P.E. 90584

NOTICE TO THE BIDDERS:

1. Bids will be received electronically through BidNet Direct (<http://cityoflosalamitos.org/517/Bid-Opportunities>).
2. Bid bond required – 10% of bid amount to be submitted to the Development Services Department.
3. Bids must be received by 11:00 a.m. on the **14th day of December 2023**

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CITY OF LOS ALAMITOS
SPECIFICATIONS FOR
BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

GENERAL REQUIREMENTS AND TECHNICAL PROVISIONS
PREPARED BY:

Willdan Engineering
2401 East Katella Avenue, Suite 300
Anaheim, Ca 92806
(714) 978-8200

FOR THE CITY OF LOS ALAMITOS
PUBLIC WORKS DIVISION
DEVELOPMENT SERVICES DEPARTMENT

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CIP NO. 22/23-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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SECTION A
BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA
NOTICE INVITING ELECTRONIC BIDS

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NOTICE INVITING ELECTRONIC BIDS
BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

PUBLIC NOTICE IS HEREBY GIVEN that the City of Los Alamitos as AGENCY, invites electronic bids for the above stated project and will receive such bids electronically through BidNet Direct (<http://cityoflosalamitos.org/517/Bid-Opportunities>). Bids will be received up to the hour of **11:00 a.m., on the 14th day of December, 2023** and will be opened virtually at that time. If you would like to attend the virtual bid opening, it will be accessible through Microsoft Teams Meeting:

[Click here to join the meeting](#)
Meeting ID: 242 799 408 775
Passcode: MMFTJT

The project involves cold mill and ARHM overlay, reconstruction of failing asphalt, reconstruction of damaged curb ramps, and construction of new curb ramps on Bloomfield Street from Katella Avenue to Florista Street. In addition, the project will also include adjustment of existing utility surface facilities to grade and signing and striping. Existing private facilities will be protected in place within the limits of the project unless otherwise shown.

Bids must be prepared on the approved bid forms in conformance with INSTRUCTIONS TO BIDDERS and must be submitted electronically on BidNet Direct (BidNet), accessible through the Agency's webpage at <http://cityoflosalamitos.org/517/Bid-Opportunities> where each prospective bidder must first register as a vendor through the Agency's BidNet portal. No hard copy bid packages will be accepted.

Plans, and specifications will be available for review on BidNet. All relevant materials shall be obtained from the link above. The Agency is not responsible for and accepts no liability in the event a response is late due to any network, internet or any other technical problem or interruption. The bidder is solely responsible for the "on time" submission of their electronic bid. The Agency will only consider bids that have been transmitted successfully and have been issued an e-bid confirmation number. Bidders experiencing any technical difficulties with the bid submission process may contact BidNet at (800)835-4603.

In accordance with the provisions of California Public Contract Code § 3300, and Business and Professions Code § 7028.15(e), the Agency has determined that the contractor shall possess a valid Class A contractor's license at the time that the contract is awarded. Failure to possess the specified license shall render a bidder's bid as non-responsive and shall bar award of the contract to any bidder not possessing the specified license at the time of the award.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CA 95826. At the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material shall not be made unless and until the Registrar of Contractors verifies to the Agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractors' State Board. Failure of the bidder to obtain proper and adequate licensing for

an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder. (Public Contract Code § 20103.5)

THE BID MUST BE ACCOMPANIED BY A BID GUARANTEE IN THE AMOUNT OF 10% OF THE TOTAL BID PRIOR TO THE BID SUBMISSION DEADLINE, SUBMITTED TO THE DEVELOPMENT SERVICES DEPARTMENT, ATTN: PUBLIC WORKS DEPARTMENT SECRETARY, 3191 KATELLA AVENUE, LOS ALAMITOS, CA 90720. Sealed envelopes bearing the bid bond should be clearly marked with the project title and CIP number as shown on the cover sheet of these specifications. More specifically, pursuant to Public Contract Code §§ 20170 and 20171, all bids for the project shall be presented, under sealed cover and shall be accompanied by one of the following forms of bidder's security in the amount of ten percent (10%) of the bid: (a) cash; (b) a cashier's check made payable to the City of Los Alamitos; (c) a certified check made payable to the City of Los Alamitos; or (d) a bidder's bond executed by an admitted surety insurer made payable to the City of Los Alamitos. Such security shall be forfeited should the successful bidder to whom the contract is awarded fails to timely execute the contract and to deliver the necessary bonds and insurance certificates as specified in the contract documents.

To the extent applicable, at any time during the term of the Agreement for the proposed project, the successful bidder may, at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

Pursuant to California Civil Code § 3247, a payment bond is required to be submitted for all projects estimated in excess of \$25,000.00.

The Agency has determined that the proposed project is a public works subject to the provisions of Labor Code § 1720 thereby requiring the Contractor to pay the prevailing wage rates for all work performed under the Contract.

The Agency reserves the right to reject any and all bids.

Questions or Requests for Information (RFIs) or interpretations are due December 4th, 2023, at 11:00 a.m., ten (10) days before the time announced for the opening of the bids and shall be submitted on the BidNet portal. If you have any questions, please contact Vandine Ouk at (562)431-3538 ext. 301 or VOuk@CityofLosAlamitos.org.

BY ORDER OF the City Council of the City of Los Alamitos, California.

Pursuant to Federal law, Disadvantaged Business Enterprise (DBE) requirements shall include all DBEs, as described in the Specifications. This project is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code Section 12990, and in any contract entered into pursuant to this advertisement, DBEs will be afforded full opportunity to submit bids in response to this invitation.

The DBE contract goal for this project is 17%.

PREVAILING WAGE REQUIREMENTS: Pursuant to California Labor Code Sections 1770, 1773, 1773.1, 1773.6, and 1773.7, as amended, the applicable prevailing wages for this project have been determined. It shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him to pay not less than the higher of the Federal and the State prevailing wage rates to all workers employed by them in the execution of the contract. The applicable Federal prevailing wage rates are those that are in effect ten (10) calendar days prior to bid opening; they are set forth on the U.S.

General Services Department website: <https://sam.gov/content/wage-determinations> but are not printed in the Specifications. Lower State wage rates for work classifications not specifically listed in the Federal wage decision are not acceptable. The applicable State prevailing wage rates are set forth on the California Department of Industrial Relations website: <http://www.dir.ca.gov/DLSR/PWD> but are not printed in the Specifications; these rates are subject to predetermined increases.

The U.S. Department of Transportation (DOT) provides a toll-free hotline service to report bid rigging, bidder collusion, or other fraudulent activities. The hotline is available Mondays through Fridays between 8:00 a.m. and 5:00 p.m. eastern time, at (800) 424-9071. The hotline is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

Conflict of Interest: in the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611 shall apply. No employee, officer, or agent of the sub-recipient shall participate in the selection, award, or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

This project is subject to "Buy America" requirements as amended and described in the Specifications.

This project is subject to the requirements of the Cargo Preference Act, as described in the Specifications.

SECTION B

**BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

BLOOMFIELD STREET IMPROVEMENT PROJECT CIP NO. 22/23-06 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

B1.01 INSPECTION OF SITE OF WORK

Bidders are required to inspect the site of the work in order to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the proposed work and as to the actual conditions of and at the site of work. If, during the course of his/her examination, a bidder finds facts or conditions which appear to him/her to conflict with the letter or spirit of the contract documents, or with any other data furnished him/her, he/she may apply to the Agency in writing in accordance with **B1.04 INTERPRETATION OF CONTRACT DOCUMENTS** for additional information and explanation before submitting his/her bid.

The submission of a proposal by the bidder shall constitute the acknowledgment that, if awarded the contract, he/she has relied and is relying on his/her own examination of (a) the site of the work, (b) the access to the site, and (c) all other data, matters, and things requisite to the fulfillment of the work and on his/her own knowledge of existing services and utilities on and in the vicinity of the site of the work to be constructed under the contract, and not on any representation or warranty of the Agency. No claim for additional compensation will be allowed which is based upon a lack of knowledge of these items.

B1.02 EXAMINATION OF CONTRACT DOCUMENTS

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, drawings and addenda (if any). The submission of a proposal shall constitute an acknowledgment upon which the Agency may rely that the bidder has thoroughly examined and is familiar with the contract documents. The bidders' attention is directed to the need, if any, for special invoicing for this project. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve him/her from any obligations with respect to his/her proposal or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract document.

B1.03 CONTRACT PERIOD/CONSTRUCTION COMPLETION DATE

Bidder's attention is called to the provisions set forth in **SECTION E, STANDARD SPECIFICATIONS**, particularly those pertaining to the contract period and liquidated damages for avoidable delays.

The Contractor shall begin work within fifteen (15) calendar days after the date of the Notice to Proceed, and shall diligently prosecute said work to completion before the expiration **20 WORKING DAYS**. The Contractor shall pay to the Agency the sum of **\$1,500.00** per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

B1.04 INTERPRETATION OF CONTRACT DOCUMENTS

No oral interpretations will be made to any bidder as to the meaning of the contract documents. Requests for an interpretation shall be made in writing and delivered to the Agency at least ten (10) days before the time announced for opening the proposals. Interpretations by the Agency will be in the form of addenda to the contract documents and, when issued, will be sent as promptly as is practical to all parties to whom

the contract documents have been issued. Agency makes no guarantee that all bidders will receive all addenda. Copies of addenda will be made available for inspection at the office where contract documents are on file for inspection as indicated on the Invitation for Bids. All such addenda shall become part of the contract. All questions shall be addressed to Chris Kelley, City of Los Alamitos, (562) 357-5411.

B1.05 SOIL INFORMATION

Soil reports have not been prepared for this project.

B1.06 PROPOSAL

Proposals shall be made on the forms enclosed in **SECTION C** of these specifications with or without removal from the bound contract documents. All proposals shall give the prices proposed, both in words and in numbers, shall give all other information requested herein, and shall be signed by the bidder or his/her authorized representative, with his/her address. If the proposal is made by an individual, his/her name, signature and mailing address must be shown; if made by firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown; if made by a corporation, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and mailing address of the corporation, and the name and title of the person who signs on behalf of the corporation. If the proposal is made by a corporation, a certified copy of the bylaws or resolution of the board of directors of the corporation shall be furnished demonstrating the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

Each proposal shall be submitted as specified in **SECTION A - NOTICE INVITING ELECTRONIC BIDS**. Bidders are warned against making erasures or alterations of any kind, and proposals which contain omissions, erasures or irregularities of any kind may be rejected. No oral, telegraphic or telephonic proposals or modifications will be considered.

In conformance with the Business and Profession Code, § 7028.15, the Contractor must state clearly his/her license number and expiration date. In addition he/she shall sign a statement that these representations were made under the penalty of perjury. This statement shall be made on the **EXPERIENCE STATEMENT** in **SECTION C**.

The contractor will be required to pay prevailing wage pursuant to California Law, including California Labor Code §§ 1770 et seq. Copies of the prevailing rate of per diem wages are on file at the offices of the Agency.

B1.07 ADDENDA

Each proposal shall include specific acknowledgment in the space provided on **SECTION C - BID PROPOSAL** of receipt of all addenda issued during the bidding period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

B1.08 BID PRICES

Bid prices shall include everything necessary for the completion of construction and fulfillment of the contract including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities and all management, superintendence, labor and services, except as may be provided otherwise in the contract documents. In the event of a difference between a price quoted in words and a price quoted in numbers for the same quotation, the words shall be the amount bid.

In preparing bid prices, bidder represents that he/she has carefully examined the Contract Documents and the site where the work is to be performed and that he/she has familiarized himself with all local conditions and federal, state and local laws, ordinances, rules, and regulations that may affect the performance of the work in any manner. The bidder further represents that he/she has studied all surveys and investigation reports about subsurface and physical conditions pertaining to the job site, that he/she has performed such additional surveys and investigations as he/she deems necessary to complete the work at his/her bid price, and that he/she has correlated the results of all such data with the requirements of the Contract Documents. The submittal of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, including locality, uncertainty of weather and all other contingencies, and as to the character, quality, quantities, and scope of the work.

The plans and specifications for the work show subsurface conditions or otherwise hidden conditions as the Design Engineer supposes or believes them to exist, but is not intended or to be inferred that the conditions as shown thereon constitute a representation that such conditions are actually existent. Except as otherwise specifically provided in the Contract Documents, the Agency, the Design Engineer and their consultants or agents shall not be liable for any loss sustained by the Contractor as a result of any variance of such conditions as shown on the plans and the actual conditions revealed during the progress of the work or otherwise.

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

The Contractor will not be reimbursed for unauthorized work performed outside of that required by the Contract Documents.

B1.09 TAXES

No mention shall be made in the proposal of sales tax, use tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

B1.10 RECOGNITION OF BONDING COMPANIES

All bonding companies used by the Contractor in this contract must be recognized by the Federal Government within Circular 570. All proposals or contracts received that include bonds posted by bonding companies not recognized in Circular 570 will result in the disqualification of the bid proposal and forfeiture of the bid bond.

B1.11 QUALIFICATION OF BIDDERS

Each bidder shall be skilled and regularly engaged in the general class or type of work called for under the contract. A statement setting forth his/her experience shall be submitted by each bidder on the **EXPERIENCE STATEMENT** form provided in **SECTION C**.

Each bidder shall possess a valid Contractor's License issued by the Contractor's State License Board at the time his/her bid is submitted. The class of license shall be applicable to the work specified in the contract. Each bidder shall also have no less than five (5) years experience in the magnitude and character of the work bid.

It is the intention of the Agency to award a contract to a bidder who furnished satisfactory evidence that he/she has the requisite experience and ability, and that he/she has sufficient capital, facilities, and plant

to enable him/her to prosecute the work successfully and properly, and to complete it within the time stated in the contract.

To determine the degree of responsibility to be credited to the bidder, the Agency will weigh any evidence that the bidder has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress. If in the opinion of the Agency, a bidder is determined to be insufficiently qualified, then that bidder will not be considered for award of the contract.

B1.12 DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

Each proposal shall have listed on the **DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS** form provided in **SECTION C** the name and address of each subcontractor to whom the bidder proposes to sublet portions of the work in excess of one-half percent of the total amount of his/her bid. For the purpose of this paragraph, a subcontractor is defined as one who contracts with the Contractor to furnish materials and labor, or labor only for the performance of work at the site of the work or who will specially fabricate a portion of the work off the site pursuant to detailed drawings in the contract documents.

Public Contract Code § 4104 requires all bidders to list subcontractors who will perform work in excess of ½% of the total bid, or in the case of streets and highways, ½% or \$10,000, whichever is greater.

Public Contract Code § 6109 prohibits a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.

B1.13 PROPOSAL GUARANTEE

The proposal shall be accompanied by a proposal guarantee bond duly completed on the form provided herewith by a guarantee company authorized to carry on business in the State of California for payments to the Agency in the sum of at least 10% of the total amount of the bid proposal, or alternatively by a certified or cashier's check payable to the Agency, or cash, in the sum of at least 10% of the total amount of the bid proposal. The amount payable to the Agency under the proposal guarantee shall be forfeited to the Agency in case of failure or neglect of the bidder to furnish, execute and deliver to the Agency the required bonds, evidence of insurance and to enter into, execute and deliver to the Agency the agreement on the form provided herewith, within ten (10) days after being notified in writing by the Agency that the award has been made and the agreement is ready for execution.

B1.14 MODIFICATION OF PROPOSAL

A modification of a bid proposal already received will be considered only if the modification is received before the time announced for the opening of bids. All modifications shall be made in writing, executed and submitted in the same form and manner as the original bid proposal.

B1.15 WITHDRAWAL OF PROPOSAL

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the Agency's designated official prior to the bid opening hour stipulated in **SECTION A – NOTICE INVITING ELECTRONIC BIDS**. Proposals may not be withdrawn after that time without forfeiture of the proposal guarantee. The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.

B1.16 POSTPONEMENT OF BID OPENING

The Agency reserves the right to postpone the date and time for opening of bids at any time prior to the date and time announced in **SECTION A–NOTICE INVITING ELECTRONIC BIDS**.

B1.17 DISQUALIFICATION OF BIDDERS

If there is reason to believe that collusion exists among the bidders, none of the bids of the participants in such collusion will be considered. In the event that any bidder acting as a prime Contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime Contractor.

B1.18 REJECTION OF PROPOSALS

The Agency reserves the right to reject any and all proposals, to waive any irregularity, and to reject any proposals which are incomplete, obscure or irregular; any proposals which omit a bid on any one or more items on which bids are required; which omit unit prices if unit prices are required; in which unit prices are unbalanced in the opinion of the Agency; which are accompanied by insufficient or irregular bid security; or which are from bidders who have previously failed to perform properly or to timely complete contracts of any nature.

B1.19 AWARD OF CONTRACT

The Contract will be awarded, if at all, to the lowest responsible and responsive bidder, whose bid proposal is not rejected for cause by the Agency. However, until an award is made, the Agency reserves right will be reserved to reject any or all bids, and to waive technical errors or discrepancies, if to do so is deemed to best serve the interests of the Agency. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom it is proposed to make such an award.

Each bidder's attention is directed to the possibility that the award of the project may be delayed for various reasons. The Agency reserves the right to delay the award of the project for 45 calendar days. After 45 calendar days, the low bidder may at any time request release from its bid without penalty.

The acceptance of a proposal will be evidenced by a Notice of Award of Contract in writing, delivered by mail to the bidder whose proposal is accepted. No other act of the Agency shall constitute acceptance of a proposal. The award of contract shall obligate the bidder whose proposal is accepted to furnish a performance bond, payment bond and maintenance bond, as well as evidence of insurance and to execute the contract set forth herein.

B1.20 RETURN OF PROPOSAL GUARANTEES

Within ten (10) calendar days after the bids are opened, the Agency will release the proposal guarantees accompanying the proposals which are not to be considered in making the award. Proposal guarantees for the two lowest bidders will be held until the contract has been fully executed, after which they will be returned to the respective bidders.

B2.21 EXECUTION OF CONTRACT

The contract agreement shall be executed in duplicate by the successful bidder and returned, together with the contract bonds and evidence of insurance, within ten (10) calendar days after the notification of the contract award by the Agency in writing. In case of failure of the successful bidder to execute the contract agreement within ten (10) calendar days after such notice, or any subsequent extension approved

by Agency, the Agency at its option may consider the bidder in default, in which case the bid bond or proposal guarantee accompanying the bid shall become the property of the Agency. After execution by the Agency, one original contract shall be returned to the Contractor.

B1.22 FLEXIBILITY OF BID SCHEDULE

It is the intent of the Agency to award a contract to the lowest responsible and responsive bidder and the flexibility shown in the bid schedule is necessary to ensure a project within the Agency's budget limits and constraints.

SECTION C
BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA
PROPOSAL INFORMATION AND DOCUMENTS

PROPOSAL INFORMATION AND DOCUMENTS

BID PROPOSAL
BID SCHEDULE
BID BOND
BID GUARANTEE
BIDDER INFORMATION
EXPERIENCE STATEMENT
DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS
NON-COLLUSION AFFIDAVIT

BID PROPOSAL
BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

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

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

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

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

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

NAME OF BIDDER: _____

MAILING ADDRESS: _____

STATE OF INCORPORATION: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

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

BID SCHEDULE
BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

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

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

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

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

NAME OF BIDDER: _____
CONTRACTOR’S LICENSE NO.: _____
AUTHORIZED SIGNATURE: _____
TITLE: _____
DATE: _____

BID SCHEDULE (Continued)

**BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

BID SCHEDULE					
No.	Item Description	Estimated Quantity	Unit	Unit Price	Item Amount
1	Mobilization	1	LS	\$	\$
2	Traffic Control	1	LS	\$	\$
3	Cold Mill Existing Pavement 1.5-Inch Uniform Depth	33,780	SF	\$	\$
4	Remove and Construct 7.5-Inch Full Depth Asphalt Concrete Pavement	95.2	TN	\$	\$
5	Construct 1.5-Inch Thick ARHM Overlay	310	TN	\$	\$
6	Adjust to Grade (Item as Noted)	1	EA	\$	\$
7	Install Signing and Striping Complete per Plans	1	LS	\$	\$
8	Remove and Replace Curb Ramp, Type per Plan	4	EA	\$	\$
9	Construct Handrail Per SPPWC Std 606-4	21	LF	\$	\$
10	Install Detector Loop Complete Per Plan	7	EA	\$	\$
Total					

Bid	Schedule	Total
\$ _____		

Bid Schedule Total (in words): _____

—

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

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

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

(Company Name of Bidder)

(Date)

BID BOND

**BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

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

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

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this__ day of
_____, 2023.

PRINCIPAL*

SURETY*

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

Subscribed and sworn to this _____ day of _____, 2023.

NOTARY PUBLIC _____ (SEAL)

BID GUARANTEE
BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

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

NAME OF BIDDER: _____

MAILING ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

(*Delete the inapplicable words)

BIDDER INFORMATION
BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

BIDDER certifies that the following information is true and correct:

Name of Bidder:

.....

Business Address:

.....

Telephone: _____ .FAX: _____

E-mail: _____

Contractor's License No.: _____ Date License Issued: _____.

License Expiration Date: _____

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

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

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

Prior Disqualification

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

Date: _____ Entity: _____

Location: _____

Reason: _____

Provide Status and any Supplemental Statement: _____

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

Violations of Federal or State Law

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

Yes / No: _____ Federal / State: _____

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

Have the penalties been paid? Yes / No: _____

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

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

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

.....

.....

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **BIDDER INFORMATION** are true and correct. Executed this _____ day of _____, 2023, at _____, California.

Authorized Representative Signature and Title _____

EXPERIENCE STATEMENT

BLOOMFIELD STREET IMPROVEMENT PROJECT CIP NO. 22/23-06 IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

Project Title: _____ Client: _____

Date: _____ Project Value: _____ Contact: _____ Tel

Description: _____

Subject to Federal Labor Standards: Yes No

Project Title: _____ Client: _____

Date: _____ Project Value: _____ Contact: _____ Tel

Description: _____

Subject to Federal Labor Standards: Yes No

EXPERIENCE STATEMENT (Continued)

**BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

Project Title: _____ Client: _____

Date: _____ Project Value: _____ Contact: _____ Tel

Description: _____

Subject to Federal Labor Standards: Yes No

Project Title: _____ Client: _____

Date: _____ Project Value: _____ Contact: _____ Tel

Description: _____

Subject to Federal Labor Standards: Yes No

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **EXPERIENCE STATEMENT** are true and correct. Executed this _____ day of _____, 20__, at _____, California.

Authorized Representative Signature and Title

DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

**BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

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

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

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

Exhibit 12-B: Bidder's List of Subcontractors (DBE and Non-DBE) - Part 1

As of March 1, 2015, Contractors (and subcontractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each subcontractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater).

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: CRAL-5363(013)

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contactor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				DIR Reg Number			
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
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							< \$10 million
City, State							< \$15 million
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NAME							< \$1 million
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City, State							< \$15 million
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NAME							< \$1 million
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							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 12-B: Bidder's List of Subcontractors (DBE and Non-DBE) - Part 2

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but **were not selected** to participate as a subcontractor on this project.

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER:
CRAL-5363(013)

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contactor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts	
				DIR Reg Number				
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
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							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

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

NAME OF BIDDER: _____

AUTHORIZED SIGNATURE: _____

Date: _____

NON-COLLUSION AFFIDAVIT

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

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

Signature of Declarant

Printed Name of Declarant

SECTION D

**BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

CONTRACT INFORMATION AND DOCUMENTS

CONTRACT INFORMATION AND DOCUMENTS

CONTRACT AGREEMENT

PAYMENT BOND

FAITHFUL PERFORMANCE BOND

MAINTENANCE BOND

WORKER'S COMPENSATION INSURANCE CERTIFICATE

INSURANCE ENDORSEMENT

STATEMENT RE INSURANCE COVERAGE

STATEMENT RE THE CONTRACTOR'S LICENSING LAWS

ARTICLES OF AGREEMENT

BLOOMFIELD STREET IMPROVEMENT PROJECT

CIP NO. 22/23-06

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

THIS BLOOMFIELD STREET IMPROVEMENT PROJECT CIP NO. 22/23-06 AGREEMENT (“AGREEMENT”) is made and entered into for the above-stated project this ___ day of **Month**, 20**XX** (*Council Action Date Here*), BY AND BETWEEN the City of Los Alamitos, a municipal corporation, hereafter designated as “AGENCY”, and CONTRACTOR’S BUSINESS NAME, a _____ (State) _____ (corporation, partnership, limited liability company, or other business form), hereafter designated as “CONTRACTOR.”

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

The contract documents for the BLOOMFIELD STREET IMPROVEMENT PROJECT CIP NO. 22/23-06 shall consist of the Notice Inviting Electronic Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the “Contract Documents”). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

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

AGENCY hereby employs CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices provided herein, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in this AGREEMENT.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the AGENCY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (Section 16700, et seq.) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

ARTICLE III: Compensation

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum of Dollars (\$_____) unless specifically approved in advance and in writing by AGENCY

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

B. This AGREEMENT is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

C. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR upon Agency's confirmation of CONTRACTOR'S satisfactory completion of this AGREEMENT. At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

ARTICLE IV: Labor Code

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT is included in the price for all contract items of work involved.

This AGREEMENT is further subject to prevailing wage law, including, but not limited to, the following:

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the AGREEMENT. When any craft or classification is omitted from the general prevailing wage determinations, the CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. The CONTRACTOR shall

forfeit as a penalty to AGENCY \$200.00 or any greater penalty provided in the Labor Code for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the AGREEMENT in violation of the provisions of the Labor Code whether such worker is employed in the execution of the work by CONTRACTOR or by any Subcontractor under CONTRACTOR. In addition, CONTRACTOR shall pay each worker the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

B. CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by all of its subcontractors.

C. Pursuant to Labor Code § 1776, CONTRACTOR and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this AGREEMENT. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

D. This AGREEMENT is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by CONTRACTOR's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to AGENCY \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by CONTRACTOR or by any Subcontractor of CONTRACTOR, for each Calendar Day during which such worker is required or permitted to the work more than eight hours in one Calendar Day or more than 40 hours in any one calendar week in violation of the Labor Code.

E. This AGREEMENT is subject to Public Contract Code Section 6109: CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Sections 1777.1 or 1777.7 of the Labor Code.

ARTICLE V: Work Site Conditions

A. In compliance with and pursuant to Government Code Section 4215, AGENCY shall assume the responsibility, as between the parties to this AGREEMENT, for the timely removal, relocation, or protection of existing main- or trunk-line utility facilities located on the site of any construction project that is a subject of this AGREEMENT, if such utilities are not identified by AGENCY in the plans and specifications made a part of the invitation for bids. The Contract Documents shall include provisions to compensate CONTRACTOR for the costs of locating, repairing damage not due to the failure of CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of AGENCY or the owner of a utility to provide for removal or relocation of such utility facilities.

B. To the extent that the work requires trenches in excess of five feet (5') and is estimated to cost more than \$25,000, prior to any excavation, CONTRACTOR must provide the AGENCY, or a registered civil or structural engineer employed by the AGENCY to whom authority has been delegated to accept such plans, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

C. This AGREEMENT is further subject to Public Contract Code Section 7104 with regard to any trenches deeper than four feet (4') involved in the proposed work as follows:

CONTRACTOR shall promptly, and before the following conditions are disturbed, notify AGENCY, in writing, of any:

- (1) Material that CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

AGENCY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in CONTRACTOR's cost of, or the time required for, performance of any part of the work, AGENCY shall issue a change order under the procedures described in this AGREEMENT.

In the event that a dispute arises between AGENCY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in

CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided in the AGREEMENT, but shall proceed with all work to be performed under the AGREEMENT. CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE VI: Insurance

A. With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain, and shall require all of its subcontractors to maintain, insurance as required by Section E "Standard Specifications" of the Contract Documents.

B. This AGREEMENT is further subject to Workers' Compensation obligations, including, but not limited to, California Labor Code Sections 1860 and 1861 as follows:

CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR and any of CONTRACTOR's subcontractors shall be required to provide AGENCY with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this AGREEMENT at the site of the Project is not protected under any Worker's Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify and hold harmless AGENCY for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

ARTICLE VII: Indemnification

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the "Indemnitees") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "Liabilities"), arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of CONTRACTOR, CONTRACTOR's Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the "Indemnitors"), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT.

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are

assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer's or partner's joint and several liability hereunder.

ARTICLE VIII: Binding Effect

AGENCY and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto and to its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This AGREEMENT is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights or obligations of either party without the prior written consent of the other shall be void and of no force and effect.

ARTICLE IX: Dispute Resolution

A. In the event of a dispute arising out of the terms of this AGREEMENT, including any action brought to declare the rights granted herein or to enforce any of the terms of this AGREEMENT, the party prevailing in such dispute shall be entitled to all reasonable costs and litigation expenses actually incurred, including fees of attorneys and expert witnesses. Any court action arising out of this AGREEMENT shall be filed in the Los Angeles County Superior Court. Any alternative dispute resolution proceeding arising out of this AGREEMENT shall be heard in the City of Los Angeles or the City of Los Alamitos, California.

B. AGENCY shall have full authority to compromise or otherwise settle any claim relating to this AGREEMENT or any part hereof at any time. AGENCY shall provide timely notification to CONTRACTOR of the receipt of any third-party claim relating to this AGREEMENT. AGENCY shall be entitled to recover its reasonable costs incurred in providing the notification required by this section.

C. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by Contractor, for the response to such claims by the Agency, for a mandatory meet and confer conference upon the request of Contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

ARTICLE X: Independent Contractor

CONTRACTOR is and shall at all times remain as to AGENCY, a wholly independent contractor. Neither AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

ARTICLE XI: Taxes

CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this AGREEMENT. The CONTRACTOR is responsible for ascertaining and arranging to pay such taxes and duties. The prices established in this AGREEMENT shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the execution of this AGREEMENT.

ARTICLE XII: Notices

All notices and communications shall be sent in writing to the parties at the following addresses:

AGENCY: Chris Kelley

CONTRACTOR: [INSERT CONTACT]

CITY OF LOS ALAMITOS

CONTRACTOR'S BUSINESS NAME

3191 Katella Avenue

Mailing Street Address

Los Alamitos, CA 90720

City, State Zip Code

ARTICLE XIII: Entire Agreement

This AGREEMENT supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement or promise not contained in this AGREEMENT shall not be valid or binding. Any modification of this AGREEMENT will be effective only if signed by the party to be charged.

The benefits and obligations of this AGREEMENT shall inure to and be binding upon the representatives, agents, partners, heirs, successors and assigns of the parties hereto. This AGREEMENT shall be construed pursuant to the laws of the State of California.

ARTICLE XIV: Authority to Contract

The signatories hereto represent that they are authorized to sign on behalf of the respective parties they represent and are competent to do so, and each of the parties hereto hereby irrevocably waives any and all rights to challenge signatures on these bases.

ARTICLE XV: General Provisions

A. All reports, documents or other written material ("written products" herein) developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by AGENCY. CONTRACTOR may take and retain copies of such written products as desired,

but no such written products shall be the subject of a copyright application by CONTRACTOR.

B. In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

C. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph hereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

D. The waiver by AGENCY or CONTRACTOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by AGENCY or CONTRACTOR unless in writing.

E. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this Xth day of Month, 20XX
(Council Action Date Here)

CONTRACTOR: Contractor's Business Name

Contractor's Sign Name, Title
Contractor's License No. XXXXXX

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC _____ (SEAL)

AGENCY: _____
Mayor _____ Date _____
City of Los Alamitos

ATTESTED: _____
Windmera Quintanar, MMC, City Clerk _____ Date _____
City of Los Alamitos

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

(EXECUTE IN DUPLICATE)

PAYMENT BOND

**BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

WHEREAS, the City of Los Alamitos, as AGENCY has awarded to Contractor's Business Name, as CONTRACTOR, a contract for the above-stated project;

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

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of **[DESCRIBE VERBALLY; 100% OF TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR]**Dollars (\$XXX,XXX.XX) which is one hundred percent (100%) of the total contract amount for the above-stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this day of _____, 20__.

Contractor*

Contractor's Signer's Name, Title
Contractor's Business Name
Mailing Street Address
City, State, Zip Code
Telephone #

Surety*

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

Subscribed and sworn to this__ day of _____, 20__.

NOTARY PUBLIC.....

..... (SEAL)

(EXECUTE IN DUPLICATE)

FAITHFUL PERFORMANCE BOND

**BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

KNOW ALL PERSONS BY THESE PRESENTS That Contractor's Business Name, hereinafter referred to as "CONTRACTOR" as PRINCIPAL, and , a corporation duly organized and doing business under and by virtue of the laws of the State of California and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings as Surety, are held and firmly bound unto the CITY OF LOS ALAMITOS, CALIFORNIA, hereinafter referred to as the "AGENCY" in the sum of **[DESCRIBE VERBALLY; 100% OF TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR]**Dollars (\$XXX,XXX.XX); which is one hundred percent (100%) of the total contract amount for the above stated project; lawful money of the United States of America for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas CONTRACTOR has been awarded and is about to enter into a Contract with AGENCY to perform all work required pursuant to the contract documents for the project entitled: **BLOOMFIELD STREET IMPROVEMENT PROJECT CIP NO. 22/23-06** which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract;

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

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

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _____, 20__

Contractor* Name, Title of Signer

SURETY*.....

Contractor's Business Name

.....

Mailing Street Address

.....

City, State, Zip Code

.....

Telephone #

.....

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

Subscribed and sworn to this ____ day of _____, 20__

NOTARY PUBLIC.....(SEAL)
(EXECUTE IN DUPLICATE)

MAINTENANCE BOND

**BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

KNOW ALL PERSONS BY THESE PRESENTS THAT WHEREAS, the City of Los Alamitos, as AGENCY has awarded to Contractor's Business Name, as CONTRACTOR, a contract for the above-stated project.

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

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of **DESCRIBE VERBALLY; 50% OF TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR** Dollars (\$XXX,XXX.XX), which is fifty percent (50%) of the total contract amount for the above-stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

_____, 20__.

Contractor*

Contractor's Signer's Name, Title

Contractor's Business Name

Mailing Street Address

City, State, Zip Code

Telephone #

SURETY*

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

Subscribed and sworn to this day of....., 20__.

NOTARY PUBLIC.....

..... (SEAL)

(EXECUTE IN DUPLICATE)

WORKERS' COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: _____ Contractor's Business Name .
(Contractor)

By: _____
(Signature)
(Title)

Attest:
By: _____
(Signature)

(Title)

Note: See Section 5 Legal Relations and Responsibilities, Subsection 5-4 of the Standard Specifications for insurance carrier rating requirements.

ENDORSEMENTS TO INSURANCE POLICY

Name of Insurance Company:

Policy Number:

Effective Date:

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

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

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

Authorized Insurance Agent

Date: _____

STATEMENT REGARDING INSURANCE COVERAGE
BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in **5.4 INSURANCE** of Section E, Standard Specifications. Should Bidder be awarded the contract for the work, the undersigned further certifies that Bidder can meet all of these specification requirements for insurance including insurance coverage of his/her subcontractors.

NAME OF BIDDER:

MAILING ADDRESS:

.....

.....

AUTHORIZED SIGNATURE:

TITLE:

DATE:

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS

**BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

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

Business & Professions Code § 7028.15:

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

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.
- c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.
- d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, as contractor who is not licensed pursuant to this chapter is void.**

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

Public Contract Code § 20103.5:

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

Contractors License Number: _____

License Expiration Date: _____

Authorized Signature: _____

Date: _____

SECTION E
BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

STANDARD SPECIFICATION

STANDARD SPECIFICATIONS
BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

0-1 STANDARD SPECIFICATIONS

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

0-2 NUMBERING OF SECTIONS

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

0-3 AMENDMENTS AND MODIFICATIONS

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

1-2 TERMS AND DEFINITIONS

Add the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1-3.3 INSTITUTIONS

Add the following:

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

1-6 BIDDING AND SUBMISSION OF THE BID

1-6.2 SUBCONTRACTOR LISTING

Replace the third paragraph with the following:

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

Delete the fourth paragraph and replace with the following:

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

Delete the fifth paragraph and replace with the following:

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

Add the following:

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

1-7 AWARD AND EXECUTION OF THE CONTRACT

1-7.1 GENERAL

Add the following:

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

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

The Agency reserves the right to waive any irregularities.

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

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

Workers' Compensation Insurance Certificate (two original)

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

1-7.2 CONTRACT BONDS

Add the following:

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

All bonds must be accompanied by a Power of Attorney

SECTION 2 – SCOPE OF THE WORK

2-1 WORK TO BE DONE

Add the following:

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

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

The City of Los Alamitos proposes to cold mill and overlay pavement with asphalt rubber hot mix (ARHM) and remove and construct sidewalk, curb, gutter, and full depth asphalt concrete pavement. Additional items of work include signing, and striping and adjusting manhole frames and utility valves to grade. Existing private facilities will be protected in place within the limits of the project unless otherwise shown.

2-2 PERMITS

Replace first paragraph with the following:

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

2-3 RIGHT-OF-WAY

Add the following:

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

2-4 COOPERATION AND COLLATERAL WORK

Add the following:

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

2-7 CHANGES INITIATED BY THE AGENCY

2-7.1 GENERAL

Add the following:

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

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

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

SECTION 3 – CONTROL OF THE WORK

3-3 SUBCONTRACTORS

Replace the first paragraph with the following:

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

3-5 INSPECTION

Add the following:

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

3-10 SURVEYING

3-10.1 GENERAL

Add the following:

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

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

3-12 WORK SITE MAINTENANCE

3-12.1 General

Add the following Subsection:

3-12.1.1 WORK AREA APPEARANCE

The Contractor shall maintain a neat appearance to the Work.

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

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

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

3-12.3 NOISE CONTROL

Add the following:

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

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

3-12.6 WATER POLLUTION CONTROL

3-12.6.1 General

Add the following:

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

3-12.6.2 BEST MANAGEMENT PRACTICES (BMPs)

Add the following:

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

3-12.6.3 Storm Water Pollution Prevention Plan (SWPPP)

Add the following:

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

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

3-12.6.5 PAYMENT

Add the following:

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

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY

3-13.3 WARRANTY

Add the following:

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

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

Add the following subsection to Subsection 3-13:

3-13.3.4 General Guaranty

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

SECTION 4 – CONTROL OF MATERIALS

4-1 GENERAL

Add the following:

The Contractor and all subcontractors, suppliers, and vendors, shall guarantee that the entire Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the Agency, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within one year after the date of recordation of the Notice of Completion. Within this one year period, the Contractor shall also restore to full compliance with the requirements of this Contract any portion of the Work which is found not to meet those requirements. The Contractor shall defend, indemnify, and hold the Agency, its officers, agents, and employees harmless from claims of any kind due to injuries or damages arising, directly or indirectly, from said defects or noncompliance.

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

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

4-4 TESTING

Replace the third and fourth sentences of the first paragraph with the following:

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

4-6 TRADE NAMES

Replace the third sentence of the second paragraph with the following:

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

Add the following:

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR

5-3.1 General

Add the following:

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

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

Add the following Subsection:

5-3.4.1 OVERTIME AND SHIFT WORK

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

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

5.4 INSURANCE

5-4.2 GENERAL LIABILITY INSURANCE

Replace Subsection 5-4.2 with the following:

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

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

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

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

5-4.2.4 CONTRACTOR acknowledges that its obligation pursuant to this section extends to liability attributable to AGENCY, if that liability is less than the sole fault of AGENCY. CONTRACTOR has no

obligation under this Agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of AGENCY.

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

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

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

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

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

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

5.4.2.10 Business Auto/Umbrella Liability Insurance. Primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto). Limits shall be no less than two million dollars (\$2,000,000.00) per accident. Starting and ending dates shall be concurrent. If CONTRACTOR owns no autos, a non-owned auto endorsement to the General Liability policy drafted above is acceptable.

5-4.3 WORKERS' COMPENSATION INSURANCE

Replace Subsection 5-4.3 with the following:

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

5-4.3.2 CONTRACTOR and AGENCY further agree as follows:

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

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

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

5-4.3.2.4 Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all-inclusive, or to the exclusion of other coverage, or a waiver of any type.

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

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

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

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

5-4.3.2.9 CONTRACTOR agrees to provide evidence of the insurance required herein, satisfactory to AGENCY, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to CONTRACTOR's general liability and umbrella liability policy (if any) using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage. CONTRACTOR agrees to require its insurer to modify such

certificates to delete any exculpatory wording stating that failure of insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions. CONTRACTOR agrees to provide complete copies of policies to AGENCY upon request.

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

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

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

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

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

5-7 SAFETY

Add the following:

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

Add the following Subsection 5-8 Project Information Sign:

5-8 PROJECT INFORMATION SIGN

Work specified in this section includes providing all materials and performing all operations to fabricate, install, modify and/or relocate Project Information Signs, and as specified in these Special Provisions.

Submit a shop drawings for all sign panels, and the Manufacturer’s data for the Sign Panels.

MATERIALS

A. Project Information Signs shall be constructed per Caltrans specifications for aluminum single sheet and laminated panel signs.

B. Sign Posts shall be constructed of wood and shall conform to the provisions of section 56-2.02B, Caltrans.

C. Mounting Hardware shall be furnished by the Contractor and shall conform to the provisions of section 56-2.02D, Caltrans.

D. To properly provide for changing traffic conditions, the Contractor shall be prepared to furnish on short notice (within 48 hours) additional sign panels, posts and mounting hardware. The Contractor shall make arrangements with a supplier who is able, on a daily basis, to furnish such items on short notice.

INSTALLATION

A. For this contract, **One (1) Project Information shall be installed**, relocated or modified as directed by the City Engineer and shall conform to the provisions of sections 56-2.03, and 56-2.04, Caltrans.

B. All signs shall have breakaway features as detailed in Standard Plan RS2, "Roadside Sign Details," Caltrans.

C. Signs to be removed and/or relocated as directed by the City Engineer shall be installed at the new location on the same day said sign is removed from its previous location.

D. The location of each sign shall be as directed by the City Engineer or his designee.

Project information sign should be installed in a way to have bottom of sign at least 7 feet above the ground.

The project information signs shall be erected five (5) working days prior to the start of work.

The sign shall show the project name, funding source, and City logo. The sign shall list the names of the City Manager, City Council, Director of Development Services, and City Engineer. Contractor shall submit a mock-up to the City for review prior to manufacturing sign. The Contractor shall revise all misspellings and any other corrections on the sign at no extra cost to the City.

Upon completion of the project, City shall keep all of the Project Information Signs.

Measurement and payment for **Project Information Sign** shall be included in the mobilization bid item and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in construction of these items and no additional compensation will be allowed therefore.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

Add the following:

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

6-2 PROSECUTION OF THE WORK

Replace the last sentence of first paragraph with the following:

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

Add the following:

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

6-3 TIME OF COMPLETION

Add the following subsection:

6-3.3 WORKING DAY

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

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

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

TABLE 1 – AGENCY-DESIGNATED HOLIDAYS

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

EXECUTION OF THE CONTRACT SHALL CONSTITUTE AGREEMENT BY THE AGENCY AND CONTRACTOR THAT \$1,000 PER VIOLATION IS THE MINIMUM VALUE OF THE COST AND ACTUAL DAMAGED CAUSED BY FAILURE OF THE CONTRACTOR TO LIMIT

PERFORMANCE OF THE WORK BETWEEN THE ALLOTTED TIMES, THAT SUCH SUM SHALL NOT BE CONSTRUED AS A PENALTY, AND THAT SUCH SUM MAY BE DEDUCTED FROM PAYMENTS DUE THE CONTRACTOR IF SUCH DELAY OCCURS.

6-4 DELAYS AND EXTENSION OF TIME

6-4.1 GENERAL

Add the following Subsections:

6-4.1.1 Notice of Delays

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

6-4.1.2 Avoidable Delays

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

6-4.1.3 Extension of Time

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

6-4.2 EXTENSIONS OF TIME

Add the following Subsection:

6-4.2.1 Compensation to Agency for Extension of Time

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

6-4.4 WRITTEN NOTICE AND REPORT

Replace Subsection 6-4.4 with the following:

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

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

6-9 LIQUIDATED DAMAGES

Replace Subsection 6-9 Liquidated Damages with the following:

6-9 FORFEITURE DUE TO DELAY

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

In accordance with Government Code 53069.85, and all other applicable law, the Contractor agrees to forfeit and pay the Agency the amount of One Thousand Five Hundred Dollars (\$1,500.00) per day for each and every day of unauthorized delay beyond the completion date, which shall be deducted from any monies due the Contractor. This payment shall be considered liquidated damages. Contractor agrees that such liquidated damages are reasonable under the circumstances existing at the time of execution of the contract, that such liquidated damages are to compensate Agency for losses that are difficult to measure and that such damages are not a penalty.

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

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

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

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

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

Add the following Subsections:

6-10 DISPUTES AND CLAIMS

6-10.1 GENERAL

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

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

6-10.2 ADMINISTRATIVE REVIEW

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

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

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

1. Project Engineer
2. City Engineer

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

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

6-10.3 ARBITRATION

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

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

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

6-11 NOTICE OF POTENTIAL CLAIM

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

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

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

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

SECTION 7 – MEASUREMENT AND PAYMENT

7-3 PAYMENT

7-3.2 PARTIAL AND FINAL PAYMENT

Replace the last paragraph of this subsection with the following:

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

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

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

7-3.3 DELIVERED MATERIALS

Replace Subsection 7-3.3 with the following:

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

7-3.4 Mobilization

Replace Subsection 7-3.4 with the following:

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

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

Payment for Mobilization shall be included in the other items of work and shall be considered full compensation and include but not be limited to, obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility

companies, private and public agencies and the City of Los Alamitos; and complying with the requirements specified in those licenses and permits; coordination, field office facility, implementation of Best Management Practices, and incidentals necessary to perform all related items of work.

SECTION 9 – CONSTRUCTION DETAILS

7-3.2 ORDER OF WORK

The Contractor shall phase the work on West Ward Ave. according to the following:

- 1) PCC improvements
- 2) Lowering of utilities (coordinate with utility agencies)
- 3) AC Pavement Reconstruction (Digouts)
- 4) Asphalt cold milling
- 5) Crack repair
- 6) Rout and seal cracks
- 7) HMA Overlay
- 8) Slurry Seal Joint Treatment
- 9) Utility cover adjustments (coordinate with utility agencies)
- 10) Pavement delineation
- 11) Restoration of Monuments

Any pavement repairs within designated cold milling areas shall be completed prior to cold mill operations. Cold milling operations shall not be performed more than 2-calendar days ahead of paving. Pavement repairs shall be constructed the same day they are removed. The Contractor must place concrete within 3 working days after the removal of existing concrete. Manhole frames and covers to be raised shall be raised and patched with ARHM within 3 calendar days of final day of ARHM overlay paving.

PAYMENT

Full compensation for conforming to those requirements will be considered as included in the prices paid for the various contract items of work and no separate payment will be made therefore.

SECTION F
BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

SPECIAL PROVISIONS

SPECIAL PROVISIONS

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

**SPECIAL PROVISIONS
BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA**

PART 2 - CONSTRUCTION MATERIALS

SECTION 201 - CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

201-1.1 Requirements

201-1.1.1 General.

Add the following:

The same brand, type, and source of cement and aggregate shall be used for all portland cement concrete.

Fly ash shall not be used.

201-1.2 Materials.

201-1.2.4 Chemical Admixtures.

Add the following:

1. Retarding Densifier. The material shall be of the hydroxylated carboxylic acid type in liquid form and shall not entrain air or cause foaming. The retarding densifier shall be used in strict compliance with the printed recommendations of the manufacturer. There shall be no reduction in the cement content of the concrete mix because of the addition of the retarding densifier.

The admixture shall be such that its addition to the concrete mix will:

- a. Decrease drying shrinkage;
- b. Increase compressive strength for all concrete strength for all concrete ages from 3 days to 1 year;
- c. Increase flexural strengths, modulus of elasticity and abrasion resistance;
- d. Increase the slump and placement workability;
- e. Retard the initial set and increase the density; and
- f. Shall contain no calcium or tri-ethanolamine.

At the discretion of the Engineer, the Contractor may be required to submit proof that the admixture he proposed to use meets the foregoing requirements. Such proof shall be in the form of comparative tests of plain and admixture containing mixes performed by an acceptable local laboratory with testing based on use of the project materials and in accordance with the requirements of ASTM C 157. An approved admixture conforming to these requirements is plastiment retarding densifier in liquid form.

201-3 EXPANSION JOINT FILLER AND JOINT SEALANTS

201-3.1 General.

Add the following:

Contractor shall submit materials to Engineer for approval.

201-3.4 Type "A" Sealant (Two-Part Polyurethane Sealant).

Replace the first paragraph with the following:

Type A Sealant shall be two component silicone sealant and shall be furnished and placed in accordance with Specifications for "Two Component, Machine Mixed, Type A Sealant" (State Specification 8030-61J-01). Submit two samples to the Engineer for approval.

201-4 CONCRETE CURING MATERIALS

201-4.1 Membrane Curing Compounds

201-4.1.1 General.

Add the following:

Concrete curing compound shall be Type 2.

SECTION 203 - BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE

203-6.1 General.

Add the following:

Asphalt concrete material used for remove and replace repairs within the roadway shall be Class and Grade B-PG 64-10. Asphalt concrete mix of C2 gradation may be used for leveling layer.

203-11 ASPHALT-RUBBER HOT MIX (ARHM)

Subsection 203-11 ASPHALT RUBBER HOT MIX is amended by adding thereto the following paragraphs:

203-11.2 Materials.

Add the following:

Contractor shall maintain a minimum quality control plans as follows:

- a) Perform sieve analysis test Caltrans Test 202 on a sample taken immediately after 300 tons of production and every 500 tons thereafter.
- b) Perform binder content test Caltrans Test 382 on a sample taken immediately after 300 tons production and every 1,000 tons thereafter.

Tests shall be performed and completed without interruption directly after samples are procured at the production plant laboratory.

A copy of test results shall be provided to the Engineer immediately upon completion of

each test or upon request thereafter if Engineer is not present at time of the test. Adjustments shall be made immediately if test results indicate a need for adjustment.

203-11.2.3 Crumb Rubber Modifier (CRM).

Replace the first paragraph with the following:

The material shall consist of a combination of scrap tire CRM and high natural CRM meeting the requirements of this subsection. Scrap tire CRM shall consist of ground or granulated rubber derived from any combination of automobile tires, truck tires or tire buffing. Whole scrap tire rubber shall be derived from scrap tires generated entirely within the State of California, and the certification of compliance shall so certify.

The high natural rubber shall be a single source material and not a blend of more than one source.

The high natural CRM and CRM rubber components shall not be pre-mixed prior to mixing with paving asphalt.

The percentage of high natural CRM shall be equal to 1000 divided by the percentage of natural rubber in the high natural CRM (using whole number percentages), e.g., 1000/40% equals 25 percent. The remainder of CRM shall be scrap tires.

The maximum value for Natural Rubber Content in Table 203-11.2.3.1(B) is hereby deleted.

Delete the sixth (last) paragraph of Subsection 203-11.2.3.1.

203-11.2.4 Aggregate.

Replace this section with the following:

The aggregate for ARHM shall conform to the “quality requirements” for asphalt concrete Type A as specified in Caltrans Standard Specifications.

All aggregate used for ARHM shall be crushed aggregate.

Any change in source of aggregate supply requires 2 weeks advance notice in writing to the Engineer, and submittals and testing in conformance with specifications for a new mix design. No single bin shall receive aggregate from more than one source. Contractor shall provide a copy of aggregate delivery tickets for aggregate delivered for use on the project.

203-11.3 Composition and Grading.

Add the following:

Asphalt-rubber hot-mix shall be type and class ARHM-GG-C.

Optimum binder content shall be based on Caltrans 367 procedure without modification using air voids of 4%. Once full compliance with specifications is established at 4% air

voids, the binder content shall thereafter be increased to provide 3.5% voids to conform to the residential traffic in the project, all other factors being within specification.

Variations of percent air voids below the minimum specified will be cause to terminate paving operations until changes to conform to the specified percent air voids are demonstrated and approved by the Engineer.

The gradation ranges shown in Table 203-11.3, including the ¾" sieve range added herein, shall be considered the Contract Compliance Range. The Operating Range for the ½" sieve shall be 94% to 99%. The Operating Range for all other sieves, except the 200 sieve, shall be 2 percentage points inside the Contract Compliance Range. If gradation test results do not meet the Operating Range requirements but meet the Contract Compliance Range, placement of ARHM may be continued for the remainder of the day. However, another day's work shall not be started until tests, or other information, indicate to the satisfaction of the Engineer that the next material to be used in the work will comply with the requirements specified for Operating Range.

203-11.4 Mixing Asphalt and CRM.

Add the following:

The required mixing/reaction time is hereby modified to 75 minutes minimum. The minimum reaction period shall be the time from complete incorporation of materials into the mix to the time that the asphalt-rubber meets all specifications for reacted material. Reaction shall be considered complete only after the second of two viscosity readings taken 15 minutes apart is less than the first. The Engineer's decision shall be final for determination of the minimum reaction period.

All material shall be tested for viscosity and verified as to complete reaction prior to transfer to any storage tank or use of the reaction tank for feed to the hot mix plant. Material reacted lower than specified temperature, but above 185 degrees C (365 F), or transferred to a storage tank prior to completion of reaction as specified, shall be reacted for a total period of 3 hours prior to use. Any such transfer shall be described in the comments column of the Asphalt Rubber Batch Log.

Each batch of binder shall be tested for viscosity after the minimum reaction time has passed and the following information shall be recorded:

- Temperature of stored asphalt cement material at time of loading
- Time at which the reaction tank is fully loaded
- Tons of asphalt rubber added to the tank for the batch
- Total asphalt rubber in the tank after loading
- The beginning time of reaction (Fully loaded and above 375° F)
- Binder temperature at time of sampling
- Temperature of tested material
- Viscosity reading
- Time of viscosity test (All test results must be completed prior to use.)

A copy of the Asphalt Rubber Batch Log shall be provided to the Engineer upon request. A copy of the batch log sheet and all circle charts for the day shall be faxed to the Engineer within 12 hours of ending production of ARHM for the day.

(A log sheet form will be provided at the preconstruction meeting.)

Construction shall be considered unauthorized until Contractor has faxed the log to the Engineer as arranged at the preconstruction meeting and has in his possession a fax confirmation sheet with a time and date conforming to specification. Under any circumstances, Engineer must be contacted for clearance to pave.

203-11.5 Equipment for production of Asphalt-Rubber.

Add the following to Item C) of 203-11.5:

Reaction Tank. The asphalt-rubber material shall be held in a reaction tank separate from the storage tank feeding the ARHM plant, until the reaction is complete. The reaction tank shall have agitation sufficient to increase the viscosity of the mixture to a peak viscosity reading at least 20 percent higher than the viscosity reading of the material measured at a time that the material otherwise meets specifications for reacted material. The time of reaction may be extended as needed to produce this result. It shall be the responsibility of the Contractor to demonstrate to the Engineer through viscosity readings at appropriate times that the equipment conforms to these requirements. If this cannot be demonstrated, the reaction time shall be 3 hours. Once established, the reaction time shall be the minimum time for reaction unless there are changes in materials or equipment, in which case a new reaction time shall be established per specifications. The Engineer's decision shall be final.

The reaction tank shall have a functioning paper circle chart thermometer device, which shall record tank temperatures whenever asphalt rubber is in any stage of production. Seven days before production of asphalt rubber starts, the Contractor shall provide the Engineer approximately double the number of charts estimated to be needed to produce the necessary binder quantity. These charts will be numbered and signed by the Engineer and returned to the Contractor prior to start of production. These signed and numbered charts shall be used throughout production of the asphalt rubber binder. Charts shall be used in the consecutive order as numbered by the Engineer beginning with number one, and shall be returned weekly after use to the Engineer. Charts will be identified with the date they were used by the Contractor at time of installing on the equipment, and shall be identified as to the tank to which they were attached. Production of asphalt rubber shall be terminated if this procedure is not followed and will not be restarted until Contractor demonstrates to the Engineer that it is capable of complying with this requirement.

At the start of each production day, the paper chart shall be replaced with a new signed, dated and numbered sheet, the lead scribe shall be sharpened or ink well filled, and the circle chart shall be calibrated against a sample of material drawn early from the first batch of the day. Any calibration adjustments shall be recorded in the appropriate space provided on the batch log sheet. A spare functional circle chart device shall be at the plant at all times for immediate installation should failure occur on a circle chart device being used. Calibration shall be performed as part of such installation. The lack of a functional circle chart device on the reaction tank shall be cause to terminate production of asphalt rubber binder. A blunt lead scribe or low ink, or a paper chart used on a prior day will be considered to render the device non-functional.

Storage Tank. After a complete reaction is verified by viscosity readings acceptable to

the Engineer, the material shall be held in a storage tank that is fully isolated from material that is not fully reacted. This tank shall be the only tank feeding the ARHM plant. No material shall be transferred to the storage tank feeding the plant until reaction is complete in the reaction tank.

SECTION 206 - MISCELLANEOUS METAL ITEMS

Add new Section 206-7 ORNAMENTAL VINE ARBOR & DECORATIVE RAILING ON TOP OF WALL

206-7 ORNAMENTAL VINE ARBOR & DECORTAIVE RAILING ON TOP OF WALL

206-7.1 Materials. The fabrication of ornamental vine arbor and decorative railing shall be in accordance with Section 304-2.

Steel vine arbor materials shall be tubular sections of hot rolled mild steel conforming to ASTM A-501, size and wall thickness as noted on drawings, minimum 11 gauge wall thickness.

All materials shall be hot-dipped galvanized in accordance with Subsection 210-3.

Decorative railing materials shall be as specified on the drawings.

206-7.2 Submittals.

206-7.2.1 General. Contractor shall submit [three (3)] copies of shop drawings, material lists, paints, and manufactured item submittals to the Engineer for review within [15-] calendar days of award of contract.

206-7.2.2 Shop Drawings. Shop drawings shall be submitted in accordance with Section 2-5.3 of the Standard Specifications.

Shop drawings for vine arbor and railing shall indicate complete layout of the work based on field measurements, and shall clearly indicate all deviations from the Plans.

Shop drawings for vine arbor and railing shall not be copies of details on the Plans, but shall be supplemental drawings indicating methods of fabrication and installation; and material list. Certificates of compliance of material to the specification shall be furnished.

206-7.2.3 Manufactured Items. Catalog cuts and manufacturer's specifications shall be submitted for all items to be incorporated in the work.

206-7.3 Payment.

This Bid Item shall include all labor, material and equipment required to construct the handrail complete in place per the plans. Handrails shall conform to the provisions of Section 206-5 of the Standard Specifications and shall be placed in accordance with Section 304-2 of the Standard Specifications.

Payment for Construct Handrail per SPPWC Std 606-4 shall be paid for at the contract unit price per **Linear Foot (LF)** and shall include full compensation and include but not limited to, furnishing all labor, materials, tools, equipment, fabricating, installing, and incidentals and for doing all the work involved complete in place and no additional compensation will be allowed therefore.

SECTION 211 - MATERIAL TESTS

211-1 COMPACTION TESTS.

211-1.1 Laboratory Maximum Density.

Add the following:

Laboratory maximum density tests shall be performed in accordance with Test Method No. Calif. 216G, Part II. The correction for oversized material as stated in Test Method No. Calif. 216 shall be replaced with Note 2 of ASTM D1557.

211-1.2 Field Density.

Add the following:

Field density tests will be made by the Engineer during the course of construction at the expense of the CITY. If field density tests indicate that any portion of the compacted subgrade has density lower than that specified, the Contractor shall rework that portion until the specified density is obtained. Retest of areas which have failed compaction will be performed by the Engineer at the Contractor's expense.

PART 3 - CONSTRUCTION METHODS

SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING

300-1.1 General.

Add the following:

In addition to the work outlined in Subsection 300-1 of the Standard Specifications, the following items of work are included in other bid items and no additional payment will be made therefore.

- (1) Maintain dust control at all times by watering; including developing a water supply and furnishing and placing all water required for work done in the contract, including water used for extra work and water used for irrigation purposes.
- (2) Protection of utilities, trees, fences, walls and other facilities within the construction zone, except those specifically directed by the Engineer to be removed or relocated.
- (3) Clearing and removal of debris from site of work.
- (4) Removal of structures, as directed by Engineer to be removed or abandoned.
- (5) Delay in work necessary to accommodate utility relocations by others.
- (6) Other items of work as directed in Appendix Part II, Mitigation Monitoring and Reporting Program.
- (7) Other items of work as directed in these specifications. 300-1.3 Removal and Disposal of Material.

300-1.2 Root Pruning and Tree Trimming.

Add the following:

Tree branches which hang within 13.5 feet above finished roadway grade or within 9 feet above finished sidewalk or parkway grade shall be removed to the branch collar in accordance with the current pruning standards of the International Society of Arboriculture (ISA). The Contractor shall remove additional tree branches, under the direction of the Engineer, in such a manner that the tree will present a balanced appearance. No paint or tree sealant shall be applied to the resulting scars. All pruning shall be done under the supervision of an ISA Certified Arborist in the Contractor's employ.

All the root pruning required to place or replace walks, or other permanent

facilities shall be limited to the minimum amount necessary to set forms.

All roots 2 inches and larger shall be cut with sharp tool such as axe or chainsaw. No roots shall be broken off by trenching or other heavy equipment.

No root shall be removed within five (5) diameters of the tree trunk measured at 4 feet, 9 inches above grade without the express written permission of the City. Any such root removed without the City's written permission may create a hazardous condition for which the Contractor shall be liable.

Should the Contractor create a hazardous condition in the sole judgment of the Engineer the Contractor shall remove the tree and replace it with a specimen of the same species and value at the Contractor's expense.

All significant root pruning (3-inch diameter and larger) shall be performed under the direct supervision of an ISA Certified Arborist in the Contractor's employ.

All trees noted on the drawings for tree pruning shall have crown reduction and crown thinning performed in accordance with standards published by the Western Chapter of the International Society of Arboriculture (ISA). All pruning shall be performed by ISA certified tree workers under direct supervision of an ISA certified arborist. The Contractor shall furnish such credentials to the Engineer prior to commencement of any tree work.

Add the following Subsection 300-1.2.1:

300-1.2.1 Protection of Existing Trees to Remain.

All trees to remain in place within the limits of work shall be protected from damage by workmen, equipment, and operations. Insofar as prosecution of the work allows, following removal of surrounding pavements, etc., the root area beneath the tree drip line shall be protected from damage, including compaction. Protection shall include temporary fencing, barricades, etc. Warning tape will not be considered sufficient.

300-2 UNCLASSIFIED EXCAVATION

300-2.1 General.

Replace the first paragraph with the following:

Unclassified excavation shall consist of all excavation, including roadways, all types of bituminous pavement, and concrete pavement, curb, walk, gutters, cross gutters, driveways, and access ramps. Removals shall be in accordance with Section 401 Removals.

300-2.9 Payment.

Replace the first sentence with the following:

Payment for unclassified excavation performed as part of the work for “remove and construct” bid items, shall be paid for as part of the work for that item, and no additional compensation will be allowed.

300-4 UNCLASSIFIED FILL

300-4.1 General.

Add the following:

The site shall be graded to the limit lines and elevations shown on the drawings with such allowances as may be required for the construction of walks, and other site improvements. Tolerance for rough grading is 1/10th of a foot (30mm), plus or minus, at drainage swales, building pads, and paved areas. At other areas, appearance shall be the governing factor.

Finish grades shall slope to drain without water pockets or irregularities and shall conform to the intent of all plans and sections, after thorough settlement, and compaction of the soil. Finished grades shall meet all existing or established controls of sidewalks, curbs, and walls and shall be of uniform slope and grade between points of fixed elevations or elevation controls from such point to established grades. Tolerance for finish grading is ¼ inch (6mm), plus or minus.

Make-up fill material in landscaped areas shall be Class A topsoil for the upper 12 inches of fill.

300-4.10 Payment.

Replace this subsection with the following:

Full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved in unclassified fill construction shall be considered as included in the price paid for “construct” bid item and shall include full compensation for the cost of all grading, shaping, compacting or consolidating and extra fill, if required, or other work that is required under this subsection. No additional payment will be made for unclassified fill.

SECTION 302 -ROADWAY SURFACING

302-5 ASPHALT CONCRETE PAVEMENT

302-5.1 General.

Add the following:

Cracks, joints, and holes to be filled shall be cleaned after cold milling.

AC for AC pavement repairs and for PCC pavement repairs shall be placed the same day as removals are performed.

Add the following Subsection:

302-5.1.1 Preparation Crack Treatment.

A singular crack shall be considered to be a crack on the perimeter of an otherwise uncracked asphalt pavement area, a pavement block, exceeding 4 feet in minimum dimension. Such pavement area is defined by the cracks forming its perimeter. If asphalt concrete pavement is being constructed directly upon an existing asphalt concrete pavement: 1) Contractor shall spray all weeds in cracks with an approved herbicide, such as brand Roundup, a minimum of 1 week prior to paving. All weeds shall be resprayed if rain occurs within 48 hours after application; 2) all holes and cracks exceeding 1.5 inches deep by 5 inches wide by 7 inches long in all 3 dimensions shall be cleaned, tacked and filled with temporary 3/8" (cutback) asphalt concrete compacted level with the top of the existing pavement; 3) all cracks and holes with weeds shall be routed clear to a depth of one-inch; 4) All cracks and joints 1/4 inch or greater in width shall be blown clear with high pressure air; and 5) all singular cracks and joints shall be filled SS1-h or equal. Crack and joint filling shall **utilize a banding type applicator** (Crack banding machine or equivalent) **or a "shoe" attachment on a wand**, capable of spreading a band 2 to 3 inches wide over the crack, while at the same time striking off the crackfiller at a uniform thickness between 3/32 and 5/32-inch. Thickness shall not exceed 5/32-inch, but if so, crackfiller shall be reheated and replanned to the specified thickness by a method approved by the Engineer.

All crack preparation shall be performed after cold milling, and cracks in cold milled areas.

Engineer shall be notified in writing 24 to 48 hours prior to performing crack filling.

302-5.4 Tack Coat.

Add the following:

This item shall consist of a Bituminous Surface Pavement Tack Coat composed of a blend of elastic Polymer modified asphalts, thermoplastic resins and digested whole tire rubber. The Material is applied at 325 to 425 degrees F with a distributor truck at typical application rates of 0.08 to 0.15 gal/square yard. The exact application rate will be determined by surface conditions at time of application.

Paving asphalt (also referred to as tack coat) shall be Thermoplastic Polymer Modified No Track Tack, for ARHM and AC overlay and where specified for slurry seals, and SS 1h otherwise. The Thermoplastic Polymer Modified No Track Tack shall meet the following criteria:

Test	Method	Typical Properties	Specification
Digested whole tire rubber		2	1-3
Softening Point Degree F	D36	165	160 Min
Penetration @ 77 Deg. F 100g, 5 sec, Dmm	D-5	16	10 Min
Brookfield Viscosity @ 275 Deg. F cPs*	D4402	975	3000 Max
Brookfield Viscosity @ 350 Deg. F cPs*	D4402	185	300 Max

*BKF LV II, spdl #21 @ 20 RPM

The tack coat shall be applied to the existing pavement on the areas to receive the AC where specified. The Engineer shall approve the exact rate and number of applications. Two heavy coats of SS 1h shall be applied to vertical joints for patching. All contact surfaces with new asphalt shall be painted tack coat immediately before the asphalt concrete is placed.

The tack coat shall be applied as specified in Subsection 302-5.4 of the Standard specifications and these special Provisions. Thermoplastic Polymer Modified No Track Tack shall be applied only when the existing surface is dry and the atmospheric temperature is 50 deg. F and rising. NO material shall be applied when rain is imminent.

Paving of overlay shall not proceed until the tack coat has stiffened sufficiently to not stick to truck tires. Upon occurrence of tracking of tack coat, paving shall cease, except remaining material in the hopper shall be used, and the tack shall be allowed time to setup.

The Thermoplastic Polymer Modified No Track Tack shall be heated slowly to 325-425 degrees F. At no time shall the product be heated above 450 degrees F. The product shall be applied through a distributor truck equipped with a heating unit and shall maintain tack coat at or above 325 degrees F. It shall be equipped with a full circulating spreader bar and pumping system capable of applying the Thermoplastic Polymer Modified No Track Tack material within + 0.01 gallons per square yard tolerance of specified application rate and give uniform covering of the surface to be treated. The distributor shall also include a tachometer, pressure gauge, and volume measuring device and thermometer. The application rates shall be 0.15 gallons per square yard for all ARHM or AC overlay and slurry seal (where specified) or as otherwise directed by the Engineer. If the pavement temperature reaches over 130 degrees F, the application rate will be reduced to minimum 0.08 gallons per square yard on overlay applications.

Paving asphalt shall not be applied until the preparation of the existing surface has been completed and thoroughly cleaned, and then only so far in advance of placing the asphalt concrete overlay as permitted by the Engineer. Slurry seal shall be applied on the same day as receiving tack coat. The Thermoplastic Polymer Modified No Track Tack shall not be left exposed overnight. Immediately in advance of placing the overlay, additional tack coat shall be applied as directed by the Engineer, to areas where the tack coat has been destroyed or otherwise rendered ineffective, and no additional compensation will be allowed for such work.

Existing concrete curb faces and all concrete not to be overlaid shall be protected against disfigurement from the asphalt tack coat. Residue of the material shall be removed from concrete surfaces to return the concrete to its original condition unless otherwise directed by the Engineer.

Excessive tracking of tack coat onto adjacent pavements will require immediate clean-up. If significant amounts of asphalt tack coat are tracked onto existing adjacent pavements, the contractor shall be required to clean it off to the satisfaction of the Engineer or provide a slurry seal to restore the pavement at their own expense. This shall apply to the entirety of asphalt haul routes to and from the project sites.

On all vertical joints of AC patching, apply SS-1H tack coat uniformly in two coats of .20 gallons per square yard each with full "break" in between, or .20 gallons per square yard PG 64-10 uniformly in one coat. Tack coat shall not be applied when the temperature of the surface to be tacked is below 40° F in the shade. A tack coat shall be applied at the following:

1. Pavement joins;
2. Areas where new pavement meets existing pavements;
3. Areas where lift sections from pavement placed on different days meet;
4. Trenches;
5. Areas where existing striping has been sandblasted; and
6. Raised valves and manhole covers.

Full compensation for furnishing and applying tack coat shall be considered as included in the contract price paid per ton of Asphalt Concrete Paving and no separate payment will be made therefor.

302-5.5 Distribution and Spreading.

Add the following:

Each paving machine used will require a paving foreman for each machine along with a full set of rollers as specified and two rakers and one shoveler laborer at a minimum.

302-5.6 Rolling.

302-5.6.1 General.

Add the following:

Rolling along a joint shall be such that the widest part of the roller is on the hot side of the joint.

Rubber tire rollers shall be used on any leveling course.

Three rollers shall be provided for installation of AC greater than 200 tons per hour, regardless of thickness.

302-5.7 Joints.

Replace the first sentence of the first paragraph with the following:

Join lines between successive runs shall be within 6 inches of lane lines or center of street or a minimum of 14 feet outside of the outer most lane line or center of street, or 5 to 6 feet from a lane line or center of street and within a lane. The joint pattern for all pavement layers shall be submitted in writing to the Engineer for review and approval 2 weeks in advance of the first lift of pavement to be placed. No exceptions to the specified requirements for joints shall be anticipated, and the Engineer's decision shall be final.

302-5.9 Measurement and Payment.

Add the following:

Compensation to provide all of the equipment to the site and operated as specified, including all rollers specified regardless of rolling pattern elected by Contractor, shall be considered included in the bid item price for AC material.

Payment **Remove and Construct 7.5-Inch Full Depth AC** shall be paid at the contract price per **ton (TON)** and include full compensation for all labor, materials, tools, equipment and incidentals required to construct full depth AC pavement. This bid item will include furnishing the material, placement, compaction, prime coat, tack coat, asphaltic emulsion coating on vertical surfaces to abut the new pavement, grading and compaction of subgrade, and all other work required to result in an asphalt pavement meeting the requirements of the specifications.

302-9 ASPHALT-RUBBER HOT MIX (ARHM).

302-9.1 General.

Add the following:

All PCC surfaces, to be crossed by trucks used to haul ARHM, that are within 500 feet of the work limits shall be covered with sand or other durable covering prior to applying tack coat.

Contractor shall have sufficient power brooms on site during all periods of distribution and spreading to provide for cleanup of haul routes and work areas. Power broom shall provide miscellaneous cleanup of ARHM spoils as directed by the Engineer.

Power brooms used ahead of paving operations after acceptance of cold milling shall only sweep areas that are accepted as completed for cold milling. Power brooms shall not be operated more than 80 percent full of sweepings. Power brooms that have swept areas not accepted as completed for cold milling shall not enter onto areas that are accepted as completed for cold milling.

302-9.3 Distribution and Spreading.

Add the following:

The temperature of ARHM shall be high enough upon delivery that pavement temperature after two passes with the breakdown roller exceeds 290 degrees Fahrenheit

(143 degrees Celsius).

To avoid picking up loose rock in the overlay area, the tires of all trucks must be lightly oiled with linseed oil or soybean oil or approved equal. Diesel fuel will not be allowed on the project at all for oil down of any equipment.

Raking of ARHM shall be eliminated as much as possible. ARHM material shall not be cast across the mat under any circumstance. Raking shall be just enough to set up edges for uniform joins without casting material. Screed controls shall be the predominant means of controlling material at joins. In areas where paving machines cannot be used due to space constraints, material shall not be thrown by shovels. Material shall be removed directly from the paving machine hopper and shall be placed directly in its final location, to be distributed with minimal raking. Material may be dumped directly from a truck, but further material distribution shall be by shovel directly to its final location with minimal raking. A small rubber tire tractor with a screed type attachment may be used to spread a pile dumped from a truck, but raking shall be minimized after spreading.

The paving machine screed shall not be pulled across an area already paved with ARHM, even adjacent to narrow areas to be paved. Such narrow areas shall have ARHM distributed by methods specified by shovel or rubber tire tractor, unless the adjacent area has hardened enough and will not be significantly marred by passing the screed over it. Even if hardened adequately, Contractor shall spread rock dust by hand tools to avoid cohesion of the ARHM in the screed to the existing surface of such areas of freshly cured ARHM.

Contractor shall maintain a functioning infrared heat measurement device in close proximity to each paving machine at all times. The infrared device shall be correlated by thermometer to the actual mat temperature prior to use. The correlation difference shall be applied to all readings thereafter. Contractor shall provide a pavement temperature reading, with an infrared heat measurement instrument, when requested by the Engineer. Inaccessibility of a heat measurement shall be cause for termination of paving operations.

Transverse cold joints shall be provided such that longitudinal joints are not left exposed at the end of the workday.

302-9.4 Rolling.

Add the following:

Initial breakdown rolling shall be vibratory. Rolling in vibratory mode shall not be performed after ARHM material temperature falls below 290 degrees F (143 degrees C), due to disturbance of the bonds beginning to set up in the binder at lower temperatures.

An intermediate roller of the same or greater width than the breakdown roller shall be rolling directly behind the breakdown roller at all times, and paving shall cease if intermediate rolling is terminated for any reason. Additional intermediate rollers may be necessary depending on production rates.

Once a rolling pattern is elected by Contractor, the rolling pattern shall remain consistent, unless conditions change and/or a modified rolling pattern is needed to conform to specification.

All finish rolling shall be performed by a separate finish roller.

To ensure optimum quality control, the use of more than one paver will require notification 3 days in advance to the Engineer, and will generally require one foreman, one sweeper, and a full complement of rollers per Subsection 302-5 of the Standard Specifications and this Subsection 302-9.4 for each paving machine.

An extra breakdown roller shall be on site at all times, free of defects.

Add the following Subsections:

302-9.4.1 Density and Smoothness. Density and smoothness shall conform to Subsection 302-5.6.2, except the second and third paragraph of Subsection 302-5.6.2 shall not apply to ARHM.

The compaction after rolling shall be 95 percent of density obtained with the California Kneading Compactor, California Test 304 as modified and measured in conformance to this Subsection 302-9.4.1.

The field density of compacted ARHM shall be determined by:

- 1) A nuclear asphalt testing device, calibrated in conformance with California Test 375, except as modified in this Subsection 302-9.4.1, in the field designed to measure the density of pavement of the thickness being constructed; or
- 2) Core with density determined as follows:
 - a) Saw the ARHM lift of pavement from the top of the core approximately perpendicular to the axis of the core, just above any underlying pavement or as necessary to obtain a clean flat surface at the bottom of the sample.
 - b) Clean and dry the sample as described in ASTM 1188.
 - c) Perform California DOT Test 308 Method A step a.
 - d) Prior to proceeding to steps 308A b., 308A c., 308A d. and 308A e., place the core, top surface down, firmly into a flat pan of hot liquid paraffin approximately 1/4 inches deep. Allow the sample and paraffin to cool to firm solid state and remove the sample from the pan by cutting around the perimeter. Trim the edges of paraffin parallel to the side of the sample cylinder, and weigh the cylinder to obtain:

G = Mass in grams of level sealed paraffin-treated specimen in air.

- e) Perform 308A b., 308A c., and 308A d on the sample from D) above.
- f) Complete the remainder of Test 308A, except replace the formula in 308A e. with the following:

Bulk Specific Gravity =

$$\frac{A}{(D - E) - (D - G) / F}$$

In case of dispute, 1) shall be used, except Contractor may elect to use 2), but all costs for such procedures shall be borne by the Contractor to provide the full set of coring, tests and documentation in conformance with the Standard Specifications, except all test methods shall be modified as specified in these Special Provisions. Also, Contractor shall notify the Engineer at least 3 days in advance of coring operations, and immediately after core testing is complete Contractor shall deliver cores to the Agency for verification.

Nuclear test procedures, including correlation with core densities, shall be in conformance with California Test 375, except as follows:

If a test section is placed and compacted for that purpose, rolling shall be provided as follows: 1) 2 passes with a vibratory breakdown roller above 290 degrees F; and 2) 4 passes with a static roller above 200 degrees F. Core locations for correlation with cores shall be selected based on appearance of relatively tight surface texture, and the test strip shall be selected on this basis. If a test location is determined to have a significantly open texture relative to other areas within the test strip, the location shall not be used. This selection criteria are not to be considered significant to the outcome of, but only as a guideline towards obtaining samples that are relatively well compacted to yield results with minimum standard deviation. The locations shall be well clear of grade breaks and joints. One core centered on the gauge will be used instead of two at each location. Use method 2) in this Subsection 302-9.4.1 to determine density of cores. Surface voids shall not be filled with sand.

Contractor will be notified in writing at least 5 days in advance of such correlation testing and will be invited to have a nuclear gauge onsite to correlate a second gauge. If not independently calibrating at that time, Contractor shall bear the full expense of performing correlation for his nuclear gauge under the specified procedures, but shall notify the City 5 days in advance of such correlation testing, such that the City can correlate with the Contractor's gauge, if Contractor disagrees with City's test results.

TABLE 302-9.4.1A REDUCED COMPENSATION FACTORS			
Relative Compaction (Percent)	Reduced Compensation Factor	Relative Compaction (Percent)	Reduced Compensation Factor
95.0	0.000	93.4	0.062
94.9	0.002	93.3	0.068
94.8	0.004	93.2	0.075
94.7	0.006	93.1	0.082
94.6	0.009	93.0	0.090
94.5	0.012	92.9	0.098
94.4	0.015	92.8	0.108
94.3	0.018	92.7	0.118
94.2	0.022	92.6	0.129
94.1	0.026	92.5	0.142
94.0	0.030	92.4	0.157
93.9	0.034	92.3	0.175
93.8	0.039	92.2	0.196
93.7	0.044	92.1	0.225

93.6	0.050	92.0	0.300
93.5	0.056		

302-9.4.2 Compaction Payment Reductions.

Based on laboratory tests on AC pavements revealing a highly significant loss of life span for each 1 percent reduction of compaction, and the well known catastrophic effect of oxidation and stripping of asphalt products due to interconnected voids that develop below 95 percent compaction, and the extreme expense of removing and replacing pavement not compacted to the specified minimum, a nominal deduction of payment will be applied for under-compacted ARHM pavement. The bidder in submitting a bid fully accepts the provisions in this Subsection 302-9.4.2 and agrees that the nominal payment deduction is acceptable and reasonable for these purposes.

Payment reductions will be applied to ARHM compacted less than 95 percent of maximum density, the specified minimum, and greater than 91.9 percent of the maximum density based on nuclear testing with Part 3 Test Site Selection of California Test 375 modified as follows:

A lot will be one day's production or other lesser area of paving as determined by the Agency to be deficient in terms of compaction, and a pull will be the width between joints or edge of pavement as the lot is placed.

Test site selection will conform to California Test 375 Part 3, except the number of tests shall be the area of the lot in square feet divided by 400 and any test site within .5m of a grade break or pavement joint shall be relocated laterally towards the center of the pull to .5m from such joint or grade break.

The mathematical mean average of percent of maximum density represented by all these tests shall be calculated, except any test results outside of this mean plus two standard deviations based on all tests, shall be rejected. The mean average shall be calculated directly from the remaining values. A compensation reduction in conformance with Table 302-9.4.1A will be applied to the contract unit price for ARHM for material within any lot determined to be below minimum relative compaction, except any lot with tests indicating compaction 91.9 percent or less shall be removed and replaced at Contractor's expense.

302-9.7 Rock Dust Blotter.

Add the following:

Lack of uniformity of application of rock dust shall be cause to terminate paving operations. Rock dust blotter shall not be applied until intermediate rolling is complete, except as approved by the Engineer based on a fine uniform layer of rock dust, or at major intersections and access points.

302-9.9 Payment.

Replace the first sentence of the first paragraph with the following:

Payment for **Construct 1.5-Inch ARHM Overlay Uniform Depth** shall be paid at the

contract price per **ton (TN)** and shall include, but not limited to, full compensation for furnishing all labor, materials, tools, equipment, transportation, crack sealing, tack coat, rock dust blotter, and other incidentals for doing all work, complete, and in place, involved in constructing ARHM overlay as indicated in the contract documents and no additional compensation will be allowed therefor.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS

303-5.1 Requirements.

303-5.1.1 General.

Replace the second paragraph with the following:

Concrete areas behind sidewalks, driveways and right-of-way shall be considered as walks. The Contractor shall protect all new concrete installations from damage by others (subcontractors or the general public such as, blemishes, water stains, stress cracks, graffiti markings, etc.). The removal and replacement of damaged concrete work shall be performed and no additional cost to the Agency (City). Concrete sidewalk shall be a minimum 4" thick over native soil compacted to a minimum of 95 % relative compaction.

Actual limit of concrete removal shall extend to nearest score mark or joint, if nearest score mark or joint is within 30" limit of removal. Residual from any saw-cutting shall be removed by vacuum. The downstream drain inlet shall be protected. In no case shall the residual be allowed to enter the storm drain system.

Sawcutting shall be accomplished by the use of a power driven saw. The depth of the cut shall be deep enough to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. A clean sawcut edge shall be maintained until new concrete sidewalk is constructed. The exact location of sidewalk removal shall be approved by the City Engineer in the field. Generally, sawcuts shall be on existing joints or score mark.

All necessary sawcutting of existing concrete sidewalks shall be to the lines as required by the City Engineer. Sawcutting shall be included in the unit price and no further compensation shall be made.

It is Contractor's responsibility to protect all existing adjacent features such as landscaping, irrigation system, property's fence/wall/gates, curb and gutter, pull boxes, utility boxes, and etc. in place per Section 400. All damages to these items shall be fixed to the satisfaction of City Engineer without any additional compensation.

Concrete sidewalk shall be constructed to the line, grades and designs shown on the plans or as ordered by the City Engineer. Existing surfaces to be joined shall be sawcut on a neat, straight line at the join location. The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City.

Unless otherwise specified, soil in subgrade for curb and gutter shall be compacted to a relative compaction of ninety-five (95) percent in the top six (6) inches of subgrade.

Detectable warning surface (truncated domes) for curb ramps shall be Cast-in-Place System per Armor Tile Part No. ADA-C-3648 or approved equal, unless otherwise noted. Color shall be yellow.

Payment of detectable warning surface for new ramps shall be included in the unit price bid for removal and construction of new curb ramps per SPPWC Std Plan 111-5.

303-5.1.2 Drainage Outlets Through Curb.

Replace the second paragraph with the following:

Prior to removal of concrete curb and gutter, Contractor shall identify all curb drains that will be disturbed by the removal and construction of curb and gutter and shall provide locations and quantity of curb drains to the City inspector. Approximate locations of impacted curb drains are shown on the plans but do not represent locations of all impacted curb drains. Contractor is responsible to replace all impacted curb drains, whether shown or not shown on plans. Any curb and gutter that is poured without prior approval from the City inspector may be subject to removal and replacement at the Contractor's expense and no additional compensation will be allowed.

303-5.9 Measurement and Payment.

Add the following:

Payment for **Remove and Construct Curb and Gutter per SPPWC Std Plan 120-3, Match Existing** shall be paid per other items and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, saw cutting, hauling, disposing, restoring landscape and irrigation, and incidentals, for the removal of existing curb and gutter and construction of curb and gutter per SPPWC Std Plan 120-3 and no additional compensation will be made therefor.

Payment for **Remove and Construct 4-inch Thick PCC Sidewalk per SPPWC Std Plan 113-2** shall be paid per other items and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, saw cutting, hauling, disposing, restoring landscape and irrigation, and incidentals for the removal of existing surface and construction of 4-inch thick PCC sidewalk per SPPWC Std Plan No. 113-2 and no additional compensation will be made therefor.

Payment for **Remove and Construct Curb Drain per SPPWC Std Plan 150-3** shall be paid at the contract price per **each (EA)** and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, sidewalk replacement, saw cutting, hauling, disposing, and incidentals for the removal of existing curb drain and construction of curb drain in-kind per SPPWC Std Plan 150-3 and no additional compensation will be made therefor.

Payment for **Remove and Replace Curb Ramp, Type per Plan** will be paid for at the contract price per EACH and shall include removal and reconstruction of curb, gutter and sidewalk and installation of truncated domes. Said payment shall include sawcutting, removal and disposal of existing improvements, subgrade preparation, aggregate base,

expansion joints, forming, pouring, paving, and backfill, complete in place, as shown on the PLANS.

PART 4 – EXISTING IMPROVEMENTS

400 PROTECTION AND RESTORATION

401-1 GENERAL

Replace the second paragraph with the following:

The Contractor shall relocate, repair, replace or reestablish all existing improvements within the project limits (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, survey monuments, landscaping, etc.) that are damaged or removed as a result of the Contractor's operations or as required by the plans and specifications.

All existing improvements, either within the right-of-way or not, including irrigation lines that are damaged by actions of the Contractor, shall be restored by the Contractor to their original or better condition at the Contractor's expense.

The Contractor shall mark, as approved by the Engineer, all survey monuments, manholes, valves, substructures, or other items that are visible on the surface and will be covered by his operations. This shall be completed prior to the start of that operation and approved by the Engineer.

Existing traffic striping, pavement markings, and curb markings shall also be considered as existing improvements and the Contractor shall repaint or replace, at the Contractor's expense, such striping or markings (except for traffic striping and pavement markings within the limits of the Work) if damaged or if their reflectivity is reduced due to construction operations.

400-3 PAYMENT

Replace the last sentence of the first paragraph with the following:

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid.

SECTION 401 – REMOVAL

401-2 ASPHALT CONCRETE PAVEMENT

Add the following:

Bituminous pavement shall be removed to neatly sawed edges. Saw cuts shall be to a minimum depth of 3 inches. Where only the surface of existing bituminous pavement is to be removed, the method of removal shall be approved by the Engineer, and a minimum laying depth of 1 inch of new pavement material shall be provided at the join line. Where bituminous pavement adjoins a trench, the edges adjacent to the trench shall be saw cut to neat straight lines before resurfacing to ensure that all areas to be resurfaced are accessible to the rollers used to compact the subgrade or paving materials.

Bituminous pavement on curb and gutter, sidewalk or drive approaches shall be removed by heating with a torch to soften the pavement without creating smoke. Softening shall be performed until the bituminous material can be easily scraped away down to the underlying PCC surface. The blade used for scraping shall be maintained straight along its edge and clean. Bituminous material shall be scraped in this manner until it is completely removed.

401-3 CONCRETE AND MASONRY IMPROVEMENTS.

401-3.1 Concrete Pavement.

Replace this subsection with the following:

Concrete pavement shall be removed to neatly sawed edges. Saw cuts shall be made to a minimum depth of 3 inches. If a saw cut in concrete pavement falls within 3 feet of a construction joint, cold joint, expansion joint or edge, the concrete shall be removed to the joint or edge. The edges of existing concrete pavement adjacent to trenches, where damaged subsequent to saw cutting of the pavement, shall again be saw cut to neat straight lines for the purpose of removing the damaged pavement areas.

401-3.2 Concrete Curb, Walk, Gutters, Cross Gutters, Curb Ramps, Driveway, and Alley Intersections.

Replace this subsection with the following:

Concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of 1½-inches. Concrete sidewalk, or driveway to be removed shall be neatly sawed in straight lines either parallel to the curb or at right angles to the alignment of the sidewalk. No section to be replaced shall be smaller than 30 inches in either length or width. If the saw cut in sidewalk, access ramp, or driveway would fall within 30 inches of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge, except that where the saw cut would fall within 12 inches of a score mark, the saw cut shall be made in and along the score mark. Curb and gutter shall be sawed to a depth of 1½-inches on a neat line at right angles to the curb face.

402 UTILITIES

Add the following Subsections:

402-1.1.1 MANDATORY NOTIFICATION PRIOR TO EXCAVATION

The Contractor's attention is direct to Section 4215.5 through 4217 of the Government Code of the State of California. This requires that two (2) working days prior to commencing any excavation "Underground Service Alert of Southern California" (USA) shall be notified by phone, toll free 1-800-227-2600, for the assignment of an Inquiry Identification Number.

Construction Contractor shall contact all utility companies (e.g. gas company, electric company, telephone company, cable company, water company, and refuse collectors) at least five (5) working days prior to commencing work and shall verify the location of any known utilities and determine whether or not a representative of each company will be present during excavation:

Additionally, the Contractor shall also notify local entities of his/her schedule fourteen (14) days prior to commencing work, including, local law enforcement agencies, the Post Office, Public Schools, and Bus Companies.

No excavation shall commence unless the Contractor has obtained the USA Inquiry Identification Number.

402-1.1.2 ACCURACY OF UTILITIES INFORMATION

The locations of known existing major utilities, whether above ground or underground, are indicated on the plans. Information and data reflected in the Contract Documents with respect to underground and above ground utilities at or contiguous to the site is based upon information and data furnished to the City and the Engineer by the owners of such utilities, and the City does not assume responsibility for the accuracy or completeness thereof. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.

The Contractor shall be responsible for determining the location and depth of all underground facilities, including service connections, which may affect or be affected by his/her operations and he/she shall include the cost to pothole all utilities within the limits of work in his/her bid. If an existing utility line, which has been marked by Underground Service Alert or is shown on the plans, is damaged by the Contractor, the Contractor shall repair the line and bear the cost thereof.

Contractor shall be aware that electrical conduits between street and traffic lights may exist beneath pavement and/or sidewalk in areas where such lights are in place and that said conduits are not shown on these plans.

In the event that the Contractor damages any existing utility lines that are not shown, shown incorrectly or the locations of which are not made known to the Contractor prior to excavation, a telephone call and written report shall be made immediately to the Utility owner, the Engineer, and to the City. If directed by the City, the Contractor shall make repairs under the provisions for changes and extra work contained in **SECTION 3 – CONTROL OF THE WORK** of the SSPWC Standard Specification.

402-2 PROTECTION

Delete the following text from the last sentence of the fourth paragraph of Section 402-2:

“if located in accordance with 402-1”.

402-4 RELOCATION

Replace the second sentence of the fourth paragraph with the following:

When not otherwise required by the plans and specifications and when directed by the Engineer, the Contractor shall arrange for the relocation of service connections as necessary between the meter and property line, or between the meter and limits of construction.

402-5 DELAYS DUE TO UTILITY CONFLICTS

Delete the last paragraph of this section.

403 MANHOLE ADJUSTMENT AND RECONSTRUCTION

403-1 GENERAL

Add the following Subsections:

403-1.1 Adjustment of Los Angeles County Flood Control District Manhole

Frame and Cover Sets to Grade.

Adjustments to grade of Los Angeles County Flood Control District Manhole Frame and Cover sets do not require a District permit. However, the Contractor shall notify the Inspection Department at (818) 458-3129, 24 hours in advance of any work in the area of the manhole.

403-1.2 Adjustment of Water Valve Box Frame and Cover.

Water valve box frame and cover within the area to be paved or graded shall be set to finish grade with a concrete collar by the Contractor as required by the Plans and Specifications. In the case of portland cement concrete pavement, water valve box frame and cover shall be set to finish grade by the Contractor before paving.

403-3 MANHOLES IN ASPHALT CONCRETE PAVEMENT

Add the following:

Pavement patch material around all frame and covers shall conform to the finish pavement layer specifications; PG 64-10 Class C/D and/or ARHM GG-C/D.

403-5 PAYMENT

Add the following:

Payment for protection of existing surface utilities shall be included in other items of work and no additional payment will be made therefore, unless separate bid item is provided

Payment for **Adjust to Grade (Item as Noted)** shall be paid at the contract price per **each (EA)** and shall include full compensation and include but not limited to furnishing all labor, materials, tools, equipment, and incidentals for adjusting Utility Cover to grade and no additional compensation will be made therefor.

SECTION 404 – COLD MILLING

404-2 MILLING MACHINES

404-2.2 Milling to a Specified Elevation.

Add the following:

b) The straight edge grade along the edge of the cold plane area shall not deviate more than ¼-inch below nor 1/8-inch above the grade specified in the Plans or Specifications.

404-7 WORK SITE MAINTENANCE

Add the following:

Cold milling will not be considered complete until all loosened material is removed from the project site. Paving shall not commence until the day after cold milling is complete.

Cold milled streets shall be approved by the Engineer as completed for cold milling prior to paving. Sweepers used for cold mill sweeping shall not enter on the streets approved as completed for cold milling.

404-11 PAYMENT

Add the following:

Payment for **Cold Mill Existing AC Pavement 1.5-Inch Uniform Depth** shall be paid at the contract price per **square foot (SF)** and include full compensation for all labor, materials, tools, equipment, and incidentals required to Cold Mill Existing Asphalt Concrete Pavement. This bid item will shall include, but not limited to, full compensation for furnishing all labor, materials, tools, equipment, transportation, hauling, disposal, and other incidentals for doing all work, complete, and in place, involved in cold milling as indicated in the contract documents, and no additional compensation will be allowed therefor.

PART 6 – TEMPORARY TRAFFIC CONTROL

600 ACCESS

600-1 General

Add the following:

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

All traffic control on the project shall be implemented by a sub-contractor who specializes in Traffic Control and is approved by the City Engineer.

All drop-offs on the pavement over 1 inch in height that are perpendicular to the direction of traffic, including driveway approach, and will remain overnight shall be ramped with temporary AC pavement. The cost to construct temporary AC pavement shall be included in price paid for other items of work, and no additional payment thereof.

All open trenches shall be covered with non-skid steel plates or temporary asphalt pavement before and after work hours, unless otherwise directed by the Engineer.

Add the following Subsection:

600-1.1 Parking Restrictions and Posting for Tow Away

No Parking signs, posted by the Contractor, shall be of heavy card stock and not less than 1.75 square feet of surface area on the face. Background color shall be white and letters shall be printed in red water resistant ink except day, date, and time of restriction may be printed in black water resistant ink. The signs shall be printed with the words “Tow Away” and “No Parking” with a character height of not less than 2.75 inches and a stroke width of not less than 0.5 inches. The day, date, and time of the particular restriction shall be printed or attached below the above mentioned wording in characters of not less than 2.0 inches in height and 0.4 inches in stroke width. The day of the week shall be written out or properly abbreviated with three to four letters; date or dates or restriction shall be listed completely; the beginning and ending times shall be clearly listed on the sign.

Signs shall be mounted such that the wording “No Parking” are at an elevation at least three feet above the adjacent flowline. Signs may be tied with string to trees and power poles, taped to existing sign poles, or mounted to stakes or barricades as provided by the Contractor. The signs shall be placed as needed to control the parking of cars within the construction zone; signs shall be placed at intervals of 75 feet or less along each side of the roadway.

Signs shall be posted and maintained by the Contractor for a period of 72 hours prior to the restrictions becoming effective. The Contractor may only post parking restrictions that are effective for the duration of the Work. Upon completion of the Work, the Contractor shall promptly and completely remove and dispose all signs, stakes, and barricades. The Contractor shall promptly reset or replace all damaged or defective signs.

The Contractor shall be fully responsible for the adequate removal of all parked cars. The Contractor shall coordinate the removal of all vehicles with the Sheriff Department. The

Contractor shall notify the Sheriff Communications Center upon posting of the parking restrictions for a particular street. For removal of parked vehicles, the Contractor shall notify the Sheriff Communications Center not less than two hours prior to the needed removal, stating the address nearest the parked vehicle, make, model, color and license number. The City shall not be responsible for any delay or additional costs associated with the removal of parked cars that obstruct the construction operation.

If a vehicle owner successfully contests a towing citation in court, and their citation is dismissed for causes related to the Contractor's failure to perform the requirements of this section, the Contractor shall reimburse the City for the cost of any claims associated with the towing citation.

DEVIATIONS FROM THE REQUIREMENTS OF THIS SUBSECTION WILL BE PERMITTED ONLY ON PRIOR CONSENT OF THE ENGINEER. FAILURE OF THE CONTRACTOR TO ADHERE TO THE REQUIREMENTS OF THIS SUBSECTION, OR FAILURE OF THE CONTRACTOR TO COMPLETE HIS DAILY SCHEDULE ONCE "TEMPORARY NO PARKING" SIGNS HAVE BEEN POSTED, WILL RESULT IN DAMAGES BEING SUSTAINED BY THE CITY. SUCH DAMAGES ARE, AND WILL CONTINUE TO BE, IMPRACTICABLE AND EXTREMELY DIFFICULT TO DETERMINE. FOR EACH OCCURRENCE OF A VIOLATION, AS PROVIDED HEREIN, THE CONTRACTOR SHALL PAY TO THE AGENCY, OR HAVE WITHHELD FROM MONIES DUE TO IT, THE SUM OF \$1,000.00.

EXECUTION OF THE CONTRACT SHALL CONSTITUTE AGREEMENT BY THE AGENCY AND CONTRACTOR THAT \$1,000.00 PER VIOLATION IS THE MINIMUM VALUE OF THE COST AND ACTUAL DAMAGE CAUSED, THAT SUCH SUM SHALL NOT BE CONSTRUED AS A PENALTY, AND THAT SUCH SUM MAY BE DEDUCTED FROM PAYMENTS DUE THE CONTRACTOR.

600-1.2 STREET CLOSURE, DETOURS, BARRICADES

Add the following:

All traffic control barricades, signs and devices used by the Contractor shall, as a minimum, conform to the "Manual of Traffic Controls for Construction and Maintenance Work Zones," adopted by and in current use by the State of California, Department of Transportation. Channelization devices shall be spaced no greater than fifty (50) feet apart. The Contractor shall take additional precautions as he/she may find necessary under the circumstances.

Should the Contractor fail to provide adequate traffic control or safety barricades, and in the event a responsible individual cannot be located or refuses to perform, the Agency will at its option place needed devices or engage a private firm to place and maintain said barricades, which will be charged to the Contractor directly.

Temporary traffic channelization shall be accomplished with delineators. Temporary striping will not be allowed unless specifically permitted by the Engineer. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping be allowed on finished pavement surfaces which are to remain.

Full street closures will not be allowed prior to City Council approval.

601-1.3 Measurement and Payment.

Measurement and Payment for **Traffic Control** shall be at the **lump sum (LS)** bid price and shall

include but not limited to furnishing all labor, tools, material, equipment, signage, TTC zone devices, channelizing devices, changeable message sign, and incidentals for doing all work involved in preparing traffic control plans and implementing traffic control, and no additional compensation will be allowed therefore.

SECTION G
BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

SPECIAL PROVISIONS

SIGNING, STRIPING, AND PAVEMENT MARKERS

All equipment, materials, and components for signing and striping, and the installation thereof, shall conform to the 2018 Caltrans Revised Standard Plans, and Revised Standard Specifications, Section 81, "Miscellaneous Traffic Control Devices," Section 82 "Signs and Markers", and Section 84, "Markings", unless otherwise noted in these Special Provisions and on the Plans. These Plans and Specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from Caltrans, District 12 office at 7150 e 4TH St #100, Santa Ana, California 92705 or from Caltrans, 6002 Folsom Boulevard, Sacramento, California 95819, (916) 445-3520.

All materials required for the completion of work as shown on the Plans shall be provided by the Contractor.

SECTION 81 - MISCELLANEOUS TRAFFIC CONTROL DEVICES

81-3 PAVEMENT MARKERS

81-3.02 Materials.

81-3.02E Epoxy Adhesive. Adhesive for raised pavement markers shall be rapid set type epoxy.

Removal of pavement markers shall be per Section 81-8.03B, "Remove Pavement Markers," of the State Standard Specifications.

81-3.04 Payment. Payment for pavement markers shall be included in the lump-sum price bid for signing and striping, and no additional compensation will be allowed therefor.

SECTION 82 – SIGNS AND MARKERS

82-3 ROADSIDE SIGNS

82-3.03 Construction. Relocated signs shall be installed using existing posts at new locations and shall be set at a minimum 30-inch depth and at a minimum 12-inch square portland cement concrete (PCC). The post depth of the concrete footing shall be sufficient to extend at least 6-inches below the bottom of the posts. ¼-inch expansion paper shall be placed between the sign foundation and sidewalk.

New signs shall be installed using metal posts set at a minimum of 30-inch depth in a minimum 12-inch square PCC, except as specified otherwise, the metal post shall be 2-inch square "Qwik Punch" posts. The length of the metal post shall be sufficient to extend from the top of the sign to 30-inches below the top of the concrete footing and provide a 7-foot clearance between the finished grade and the bottom of the sign. The depth of the concrete footings shall be sufficient to extend at least 6-inches below the bottom of the posts. ¼-inch expansion paper shall be placed between the sign foundation and sidewalk.

Drill holes for bolts, threaded rods, or expansion anchorage devices drilled in existing concrete by a method that will not shatter the concrete adjacent to the holes.

Repair any spalling or chipping of concrete structures at contractor's expense.

Marker and delineators shall conform to the provision in Section 81, "Miscellaneous Traffic Control Devices."

82-3.04 Payment. Payment for signing shall be included in the lump sum price bid for signing and striping, and no additional compensation will be allowed therefor.

SECTION 84 - MARKINGS

84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-2.02 Materials.

84-2.02A General. Traffic stripes, pavement markings, crosswalks, and arrow markings shall be thermoplastic, unless otherwise shown on the Plans. Curb markings shall be paint, two (2) coats. Contractor shall repaint all curb markings within the project limits.

All crosswalks shall be paint, three (3) coats.

84-2.02C Paint. Curb markings shall be paint. Paint shall be ready-mixed rapid dry type.

Ready-mixed paints shall be suitable for use on either asphalt concrete or Portland cement concrete.

84-2.02E Thermoplastic Traffic Stripes and Pavement Markings shall be thermoplastic including glass beads for striping and pavement markings.

84-2.03 Construction.

84-2.03A General. The Contractor shall furnish the necessary control points for all striping and markings and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer.

The Contractor shall establish all traffic striping between these points by stringline or other method to provide striping that will vary less than ½-inch in 50-feet from the specified alignment.

When no previously applied figures, markings, or traffic striping are available to serve as a guide, suitable layouts shall be spotted in advance of the permanent paint application. Traffic lines may be spotted by using a rope as a guide for marking spots every 5-feet, by using a marking wheel mounted on a vehicle, or by any other means satisfactory to the Engineer.

The Contractor shall mark or otherwise delineate the traffic lanes in the new roadway or portion of roadway, or detour before opening it to traffic.

The Contractor shall provide an experienced technician to supervise the location, alignment, layout, dimensions, and application of the paint.

Spotting shall be completed prior to the removal of any existing stripes. Existing stripes and markings shall be removed prior to painting new stripes and markings, but in no case shall any section of street be left without the proper striping for more than 24 hours, or over weekends or holidays.

The installation of traffic stripes includes placement of raised pavement markers when called for on the plans.

Adhesive for raised pavement markers shall be per Section 81, "Pavement Markers."

Existing traffic stripes (including raised pavement markers), pavement legends, and markings that do not conform to the plans shall be removed by grinding method per Section 81-8.03B, "Remove Pavement Markers," and Section 84-9.03B, "Remove Traffic Stripes and Pavement Markings" of the State Standard Specifications.

84-2.03C Application of Stripes and Markings

84-2.03C(3) Painted Traffic Stripes and Pavement Markings. Paint shall be applied in three coats. For those locations where raised pavement markers are to be installed on painted stripes, paint shall be applied prior to installation.

The second coat of paint shall be applied no less than 24 hours from application of first coat.

The third coat of paint shall be applied no less than 24 hours from the application of the second coat.

Each coat of paint shall include glass beads.

84-2.04 Payment. Payment for striping details, pavement markings, and curb markings shall be included in the lump sum price bid for signing and striping, and no additional compensation will be allowed therefor.

SECTION H
BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

SPECIAL PROVISIONS
SIGNALS, LIGHTING, AND ELECTRICAL SYSTEMS

All equipment, materials, and components for traffic signal loop replacement shall conform to the 2018 Caltrans Revised Standard Plans and Revised Standard Specifications, Section 86, "Electrical Work" and Section 87 "Electrical Systems" unless otherwise noted in these Special Provisions and on the Plans. These Plans and Specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from the Caltrans, District 7 office at 100 South Main Street, Los Angeles, California 90012 or from Caltrans, 6002 Folsom Boulevard, Sacramento, California 95819, (916) 445-3520.

All materials required for the completion of work as shown on the Plans shall be provided by the Contractor.

SECTION 86 – GENERAL

86-1.01 General.

86-1.01C Submittals. The schedule of values (cost breakdown) shall be submitted to the Engineer in conjunction with equipment list and drawings.

Equipment List and Drawings shall be submitted to the Engineer within ten (10) working days after the date of the Notice of Contract Approval.

Materials lists, manufacturer's data, brochures, technical data, etc., shall be labeled and identified, and shall be submitted in bound booklet form.

The Contractor shall retain one copy of all approved material lists and samples at the job site, readily accessible for inspection by the Engineer. Said materials lists and samples shall be the basis for approval or rejection of work.

The Contractor shall guarantee the entire work constructed under this contract and will fully meet all requirements as to quality of workmanship and materials furnished by him. The Contractor shall make, at the Contractor's expense, any repairs or replacements made necessary by defects in workmanship or materials that becomes evident within 1 year after acceptance of work by the Agency and to restore to full compliance with the requirements of these Specifications, any part of the work which during the 1-year period is found to be deficient with respect to any provision of the Plans and Specifications. The Contractor shall make all repairs and replacements promptly upon receipt of written

SECTION H – Page 1
SPECIAL PROVISIONS

orders from the Engineer. If the Contractor fails to make the repairs and replacements promptly, the City may do the work and the Contractor and his surety shall be liable to the City for the cost.

Whenever any work or equipment is to be guaranteed or maintained by a manufacturer, supplier, or subcontractor, said obligation shall be that of the Contractor.

All guarantees shall be in writing and delivered to the Engineer by the Contractor prior to final acceptance of the work.

86-1.01D Quality Assurance.

86-1.01D(3) Department Acceptance. Materials and equipment furnished by the Contractor shall be tested at an independent testing facility designated by the City. Cost for testing and delivery to and from the test site shall be considered as included in the lump-sum price bid for traffic signal installation/modification, and no additional compensation will be allowed.

86-1.02 Materials.

86-1.02F Conductors and Cables.

86-1.02F(2) Conductors.

86-1.02F(2)(c) Copper Conductors.

86-1.02F(2)(c)(i) General. Circuit conductors shall be THW PVC type.

SECTION 87 – ELECTRICAL SYSTEMS

87-1 GENERAL

87-1.03 Construction.

87-1.03A General.

No work shall commence and no material or equipment shall be stored at the jobsite until such time that the Contractor notifies the Engineer in writing of the date that all electrical materials and equipment are to be received. Upon receipt of said notification by the Engineer, the Contractor may commence work within 5-working days prior to said delivery date.

Where the Contractor-installed facilities are damaged prior to final acceptance by the Engineer, the Contractor shall repair or replace such facilities at his own expense.

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SPECIAL PROVISIONS

The job site shall be maintained in a neat and orderly condition at all times and areas of sidewalk removal to be left open for less than 5 days shall be covered with plywood sheeting and barricades. Areas to be left open more than 5 days shall be patched with temporary AC pavement, smoothed to provide a level finished walking surface.

87-1.03F Conductors and Cable Installations.

87-1.03F(2) Cables.

87-1.03F(2)(c) Copper Cables.

87-1.02F(2)(c)(ii) Detector Lead-in Cables. Loop detector lead-in cable shall be Type B.

87-1.03F(3) Conductors.

87-1.03F(3)(c) Copper Conductors.

87-1.03F(3)(c)(ii) Inductive Loop Conductors. Loop wire shall be Type 2.

87-1.03H Conductor and Cables Splices.

87-1.03H(2) Splice Insulation Methods. Splices shall be Type C insulated by Method B, as shown on State Standard Plan ES-13A, except detector conductor (video, loop, et cetera) splices shall be Type S or T insulated by Method B, as shown on Standard Plan ES-13A, and shall also be soldered.

87-1.03L Utility Service. Electrical service equipment installation and conduit run details shall be as specified by the serving utility company, and written proof of their approval by the utility shall be submitted to the Engineer prior to installation. The Contractor shall be responsible for all service details, expenses, and scheduling far in advance of need. The Contractor shall pay all service connection fees.

87-1.03V Detectors.

87-1.03V(1) General. Vehicle detectors shall be of the inductive loop, Type E.

Limit line loop detectors shall be modified inductive loop Type D Bicycle Detector Loop.

Detector loop locations shall be approved by Engineer in the field prior to installation.

PVC conduit per Standard Plan ES-5E, Curb Termination Detail, Type B, shall be installed wherever a loop-wire saw cut crosses an expansion joint or pavement type change.

The sides of the loop saw cut slots shall be vertical and the minimum radius of the slot entering and leaving the circular part of the loop shall be 1½-inches. Slot width shall be a maximum of ¾-inch.

Slots of circular loops shall be filled with elastometric sealant.

Loops shall be installed on the same day in which the loop slots are cut. This shall include placement of the loop conductors and sealant.

86-8 PAYMENT

86-8.01 Payment. The second paragraph of Section 86-8.01, "Payment," of the State Standard Specifications, is superseded by the following:

Payment for inductive loops and the installation thereof shall be paid per unit price bid for each inductive loop as shown on the Plans, and no additional compensation will be allowed therefor.

APPENDIX – PART 1

Federal Provision

NOTICE TO BIDDERS FEDERAL REQUIREMENTS

Proposal Phase

For your bid to be considered responsive, you must submit the following forms, either with your bid or by 4:00 p.m. on the fifth calendar day following bid opening:

- ☐ Construction Contract DBE Commitment, Exhibit 15-G (p. F-26)
- ☐ DBE Commitment form, Exhibit 9-I (p. F-28), plus copy of quote/contract from each DBE

In addition, you are strongly encouraged, and may be required, to submit the following form as a supplement to Exhibit 15-G:

- ☐ Proposer/Contractor – Good Faith Efforts, Exhibit 15-H (p. F-29)

Upon execution and submission of your bid, you are agreeing to be bound by the following (but do not need to return the forms unless a disclosure is required):

- Equal Employment Opportunity Certification (p. F-20)
- Public Contract Code Requirements (p. F-21)
- Debarment and Suspension Certification (p. F-22)
- Nonlobbying Certification for Federal-Aid Contracts (p. F-23)

If applicable, the following form must be submitted with the bid:

- ☐ Disclosure of Lobbying Activities (p. F-24)

Construction Phase

Contractors who are awarded a public works project must submit electronic payroll records to the DIR's Compliance Monitoring Unit (CMU) in addition to providing wet-ink original copies to the City or its designated labor compliance enforcement officer.

You will be required to submit the following forms each month or quarter, as instructed, during construction:

- ☐ Disadvantaged Business Enterprise Running Tally of Payments, Exhibit 9-F
- ☐ Disadvantaged Business Enterprise Commercially Useful Function Evaluation, Exhibit 9-J
- ☐ Prompt Payment Certification, Exhibit 9-P
- ☐ Monthly DBE Trucking Verification, Exhibit 16-Z1

Excel or fillable pdf versions of these documents are available at

<https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>.

Post-Construction Phase

When construction is completed, you will be required to submit the following forms to the City:

- ☐ Final Report – Utilization of Disadvantaged Businesses (DBE) and First-Tier Subcontractors, Exhibit 17-F
- ☐ Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O

EXHIBIT 12-G REQUIRED FEDERAL-AID CONTRACT LANGUAGE

(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts.
The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

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1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient, or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. An adequate GFE means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

If the DBE goal is not met, the contractor needs to complete and submit the DBE GFE documentation as described in Local Assistance Procedures Manual (LAPM) Chapter 9, Section 9.8 within 5 (five) days of bid opening.

It is the prime contractor's responsibility to verify at date of bid opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://californiaucp.dbesystem.com/>.

DBE participation will only count toward the California Department of Transportation's federally mandated statewide overall DBE goal if the DBE performs a commercially useful function under 49 CFR 26.55.

Credit for materials or supplies the prime contractor purchases from DBEs counts toward the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit toward the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the

DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

A. Nondiscrimination Statement

The contractor, subrecipient, or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient, or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

B. Contract Assurance

Under 49 CFR 26.13(b), the contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

C. Prompt Progress Payment

In accordance with California Business and Professions Code Section 7108.5, the prime contractor or subcontractor shall pay to any subcontractor, not later than **seven days** after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

D. Prompt Payment of Withheld Funds to Subcontractors

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

Method 1: No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the

contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 2: No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 3: The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontractor performance, or noncompliance by a subcontractor.

E. Termination and Replacement of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

Termination of DBE Subcontractors

After a contract with a specified DBE goal has been executed, termination of a DBE may be allowed for the following, but not limited to, justified reasons with prior written authorization from the Agency:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract, and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law, or DBE is not properly registered with the California Department of Industrial Relations as a public works contractor.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).

5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

To terminate a DBE or to terminate a portion of a DBE's work, the contractor must use the following procedures:

1. Send a written notice to the DBE of Contractor's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the Agency. The written notice to the DBE must request they provide any response within five (5) business days to both the Contractor and the Agency by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within 5 business days, Contractor may move forward with the request as if the DBE had agreed to Contractor's written notice.
3. Submit Contractor's DBE termination request by written letter to the Agency and include:
 - One or more above listed justifiable reasons along with supporting documentation
 - Contractor's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Contractor's written notice
 - The DBE's response to Contractor's written notice, if received. If a written response was not provided, provide a statement to that effect.

The Agency shall respond in writing to Contractor's DBE termination request within 5 business days.

Replacement of DBE Subcontractors

After receiving the Agency's written authorization of DBE termination request, the Contractor must obtain the Agency's written agreement for DBE replacement. The Contractor must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the Agency which must include:
 - a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Quote for bid item work and description of work to be performed
 - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Subcontracting Request form
 - Revised Exhibit 15-G: Construction Contract DBE Commitment
2. If Contractor has not identified a DBE replacement firm, submit documentation of the Contractor's GFEs to use DBE replacement firms within 7 days of Agency's authorization to terminate the DBE. The Contractor may request the Agency's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
 - Search results of certified DBEs available to perform the original DBE work identified and/or other work the Contractor had intended to self-perform, to the extent needed to meet the DBE commitment
 - Solicitations of DBEs for performance of work identified

- Correspondence with interested DBEs that may have included contract details and requirements
- Negotiation efforts with DBEs that reflect why an agreement was not reached
- If a DBE's quote was rejected, provide Contractor's reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the Agency may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports the GFE

The Agency shall respond in writing to the Contractor's DBE replacement request within five (5) business days. The Contractor must submit a revised Subcontracting Request form if the replacement plan is authorized by the Agency.

F. Commitment and Utilization

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. LAPM Exhibit 9-I: DBE Confirmation or equivalent form and DBE's quote must be submitted. The written confirmation must be submitted no later than 4pm on the 5th day after bid opening. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 15-G: Construction Contract DBE Commitment unless they receive written authorization for a termination or replacement from the Agency.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each DBE (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

Upon work completion, the prime contractor shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

G. Running Tally of Attainments

For projects awarded on or after March 1, 2020, but before September 1, 2023:

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email the Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects that are awarded on or after September 1, 2023:

Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the prime contractor must now submit Exhibit 9-P to the Local Agency administering the contract. If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

H. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF. Additionally, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

The Contractor must perform CUF evaluation for each DBE company working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

The Contractor must provide written notification to the AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 (ten) days of a DBE initially performing work or supplying materials on the contract, the Contractor shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

The Contractor must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. The Contractor must submit to the AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three (3) months of work.

The Contractor must notify the AGENCY immediately if the Contractor believes the DBE may not be performing a CUF.

The AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional AGENCY evaluations. The AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The AGENCY will provide written notice to Contractor and DBE at least two (2) business days prior to any evaluation. The Contractor and DBE must participate in the evaluation. Upon completing the evaluation, the AGENCY must share the evaluation results with the Contractor and DBE. An evaluation could include items that must be remedied upon receipt. If the AGENCY determines the DBE is not performing a CUF the Contractor must suspend performance of the noncompliant work.

The Contractor and DBEs must submit any additional CUF related records and documents within five (5) business days of AGENCY's request such as

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If the Contractor and/or the AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, immediately suspend performance of the noncompliant portion of the work. The AGENCY may deny payment for the noncompliant portion of the work. The AGENCY will ask the Contractor to submit a corrective action plan (CAP) to the AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the Contractor will correct the noncompliance findings for the remaining portion of the DBE's work. The AGENCY has five (5) days to review the CAP in conjunction with the prime contractor's review. The Contractor must implement the CAP within five (5) days of the AGENCY's approval. The AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a CUF on the Contract, then the Contractor may have good cause to request termination of the DBE.

I. Use of Joint Checks

A joint check may be used between the Contractor or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if the contractor obtains prior approval from the LPA for the proposed use of joint check upon submittal of the LAPM 9-K: DLA Disadvantaged Business Enterprises (DBE) Joint Check Agreement Request form.

To use a joint check, the following conditions must be met:

- All parties, including the Contractor, must agree to the use of a joint check
- Entity issuing the joint check acts solely to guarantee payment
- DBE must release the check to the material supplier
- LPA must authorize the request before implementation
- Any party to the agreement must provide requested documentation within 10 days of the LPA's request for the documentation
- Agreement to use a joint check must be short-term, not to exceed 1 year, allowing sufficient time needed to establish or increase a credit line with the material supplier

A request for a joint check agreement may be initiated by any party. If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).

Failure to comply with the above requirements disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.

A joint check may not be used between the Contractor or subcontractor and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.

2. BID OPENING

The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.

3. BID RIGGING

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. CONTRACT AWARD

If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through contract acceptance (23 CFR 635.110).

6. CHANGED CONDITIONS

A. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. *[This provision may be omitted by the Local Agency, at their option.]*

B. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly.

The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of 20 WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City of Los Alamitos the sum of \$1,500 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Buy America requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project.

Steel and Iron Materials

All steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or \$2,500, materials produced outside the U.S. may be used if authorized.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in

the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitutes 90 percent or more of the total weight of the manufactured product.

Construction Materials

Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products such as:
 - 2.1 Polyvinylchloride
 - 2.2 Composite Building Materials
3. Glass
4. Fiber optic cable (including drop cable)
5. Optical fiber
6. Lumber
7. Engineered wood
8. Drywall

All manufacturing processes for these materials as defined in 2 CFR 184.6 must occur in the United States.

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work'
2. Temporary work that is not incorporated into the finished project

Waivers

If Buy America waivers are granted, use the following language to include in the contract:

The following steel and iron products, manufactured products, or construction materials have received an approved Buy America waiver for this contract and, therefore, are not subject to Buy America requirements:

1. _____
2. _____

9. QUALITY ASSURANCE

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT

A. From the Agency to the Contractors

The Local Agency shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor on a construction contract. If the Local Agency fails to pay promptly, the Local Agency shall pay interest to the Contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the Local Agency shall act in accordance with both of the following:

1. The Local Agency shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
2. The Local Agency must return any payment request deemed improper by the Local Agency to the Contractor as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. Submittal of Exhibit 9-P

For projects awarded on or after September 1, 2023:

The Contractor must submit Exhibit 9-P to the Local Agency administering the contract by the 15th of the month following the month of any payment(s). If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The Local Agency must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfall to the DBE commitment and prompt payment issues until the end of the project. The Local Agency must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the Contractor.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

[Form FHWA-1273 must be physically inserted into the contract without modification, excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS]

*[The current version of Form FHWA-1273 is accessible at FHWA's website:
<https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>]*

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS		
Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6

176	San Francisco-Oakland-San Jose, CA:	
	SMSA Counties:	28.9
	7120 Salinas-Seaside-Monterey, CA	
	CA Monterey	25.6
	7360 San Francisco-Oakland	
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	
	7400 San Jose, CA	19.6
	CA Santa Clara, CA	
	7485 Santa Cruz, CA	14.9
	CA Santa Cruz	
177	7500 Santa Rosa	9.1
	CA Sonoma	
	8720 Vallejo-Fairfield-Napa, CA	17.1
	CA Napa; CA Solano	
	Non-SMSA Counties:	23.2
	CA Lake; CA Mendocino; CA San Benito	
	Sacramento, CA:	
	SMSA Counties:	16.1
	6920 Sacramento, CA	
	CA Placer; CA Sacramento; CA Yolo	14.3
178	Non-SMSA Counties	
	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	
	Stockton-Modesto, CA:	
	SMSA Counties:	12.3
	5170 Modesto, CA	
	CA Stanislaus	24.3
	8120 Stockton, CA	
	CA San Joaquin	19.8
	Non-SMSA Counties	
	CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	
179	Fresno-Bakersfield, CA	
	SMSA Counties:	19.1
	0680 Bakersfield, CA	
	CA Kern	26.1
	2840 Fresno, CA	
	CA Fresno	23.6
	Non-SMSA Counties:	
	CA Kings; CA Madera; CA Tulare	
180	Los Angeles, CA:	
	SMSA Counties:	11.9
	0360 Anaheim-Santa Ana-Garden Grove, CA	
	CA Orange	28.3
	4480 Los Angeles-Long Beach, CA	
	CA Los Angeles	21.5
	6000 Oxnard-Simi Valley-Ventura, CA	
	CA Ventura	19.0
	6780 Riverside-San Bernardino-Ontario, CA	
	CA Riverside; CA San Bernardino	19.7
180	7480 Santa Barbara-Santa Maria-Lompoc, CA	
	CA Santa Barbara	24.6
	Non-SMSA Counties	
	CA Inyo; CA Mono; CA San Luis Obispo	

181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego	16.9
	Non-SMSA Counties CA Imperial	18.2

For the last full week of July during which work is performed under the contract, the prime contractor and each non-material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

[The U.S. Department of Transportation Order No. 1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and Appendix E. Note: Appendix B is required only if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D are required only if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.]

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees, and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate and shall set forth what efforts CONTRACTOR has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.

- f. **Incorporation of Provisions:** CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY

ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will thereupon revert to and vest in and become the absolute property of the recipient and its assigns.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Federal Trainee Program Special Provisions
(to be used when applicable)**14. FEDERAL TRAINEE PROGRAM**

For the Federal training program, the number of trainees or apprentices is 0.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain approval from the City for this submitted information before the prime contractor starts work. The City credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City and FHWA approve a program if one of the following is met:

1. It is calculated to:
 - Meet equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower-level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and the prime contractor does at least one of the following:
 - Contribute to the cost of the training
 - Provide the instruction to the apprentice or trainee
 - Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

The prime contractor shall furnish the apprentice or trainee with a:

1. Copy of the training plan approved by the U.S. Department of Labor or a training plan for trainees approved by both Caltrans and FHWA
2. Certification showing the type and length of training satisfactorily completed.

Maintain records and submit reports documenting contractor's performance under this section.

15. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION, WHICH IS A PART OF THIS PROPOSAL.)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The ☐bidder / ☐proposed subcontractor hereby certifies that he ☐has / ☐has not participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION, WHICH IS A PART OF THIS PROPOSAL.)

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the Bidder ☐has / ☐has not been convicted within the preceding three (3) years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The Bidder must place a checkmark before "has" or "has not" in one of the check boxes provided.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

☐ Yes ☐ No

If the answer is yes, explain the circumstances in the following space:

Public Contract Code Section 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION, WHICH IS A PART OF THIS PROPOSAL.)

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION, WHICH IS A PART OF THIS PROPOSAL.)

**NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ c. initial award ☐ d. post-award	3. Report Type: ☐ a. initial ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i> <i>(attach Continuation Sheet(s) if necessary)</i>		b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>
11. Amount of Payment (check all that apply) \$ ☐ Actual ☐ Planned	13. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify	
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature Value		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: <i>(attach Continuation Sheet(s) if necessary)</i>		
15. Continuation Sheet(s) attached: Yes ☐ No ☐		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:		

Authorized for Local Reproduction
Standard Form – LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, sub-grants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known (e.g., Department of Transportation, United States Coast Guard).
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Exhibit 15-G: Construction Contract DBE Commitment

1. Local Agency: City of Los Alamitos 2. Contract DBE Goal: 17 %

3. Project Description: Street Improvements on Bloomfield Street

4. Project Location: Bloomfield Street from Katella Avenue to Florista Street

5. Bidder's Name: _____ 6. Prime Certified DBE: ☐ 7. Bid Amount: \$ _____

8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. NAICS or Work Category Codes	13. DBE Certification Number	14. DBE Contact Information (Must be certified on the date bids are opened)	15. DBE Dollar Amount

Local Agency to Complete this Section upon Execution of Award		16. TOTAL CLAIMED DBE PARTICIPATION		\$
22. Local Agency Contract Number: _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.		%
23. Federal-Aid Project Number: _____				
24. Bid Opening Date: _____				
25. Contract Award Date: _____				
26. Award Amount: _____		Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		
27. Local Agency Representative's Signature _____		28. Date _____	17. Preparer's Signature _____	18. Date _____
29. Local Agency Representative's Name _____		30. Phone _____	19. Preparer's Name _____	20. Phone _____
31. Local Agency Representative's Title _____		21. Preparer's Title _____		

DISTRIBUTION:

1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
3. Include additional copy with award package.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT**CONTRACTOR SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 4. Project Location** - Enter the project location(s) as shown on the project advertisement.
- 5. Bidder's Name** - Enter the contractor's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
- 8. Total Dollar Amount for ALL Subcontractors** - Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 9. Total number of ALL subcontractors** - Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 10. Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
- 11. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 12. NAICS or Work Category Codes** - Enter NAICS or Work Category Codes from the California Unified Certification Program database.
- 13. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 14. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
- 15. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 16. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 17. Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
- 18. Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
- 19. Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
- 20. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 21. Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

- 22. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 23. Federal-Aid Project Number** - Enter the Federal-Aid Project Number(s).
- 24. Bid Opening Date** - Enter the date contract bids were opened.
- 25. Contract Award Date** - Enter the date the contract was executed.
- 26. Award Amount** - Enter the contract award amount as stated in the executed contract.
- 27. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
- 28. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 29. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
- 30. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 31. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

EXHIBIT 9-I: DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONFIRMATION

FEDERAL PROJECT NUMBER CRAL-5363(013)		
NAME OF DBE BUSINESS		
NAME OF DBE REPRESENTATIVE		
DBE CERTIFICATION NUMBER		
NAME OF BIDDER		
NAME OF PRIME CONTRACTOR IF DIFFERENT FROM THE BIDDER		
NAME OF REPRESENTATIVE OF PRIME CONTRACTOR		
DATE		
Bid Item Number	Item of work and description of services to be subcontracted or materials to be provided ¹	Amount (\$)
¹ If 100% of an item is not to be performed or furnished by the DBE, describe the exact portion of the item to be performed or furnished. DBE firms can use this form as a written confirmation or use an equivalent form. Written confirmation must be submitted no later than 4 pm on the 5 th day after bid opening.		Total As an authorized representative of a certified disadvantaged business enterprise, I confirm if the bidder is awarded the contract, my business will enter into a contractual agreement with the bidder or prime contractor to perform the type and dollar amount of work shown on the DBE Commitment form. Signature of DBE's Authorized Representative Printed Name of DBE's Authorized Representative Title of DBE's Authorized Representative Date

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Federal-aid Project No(s). CRAL-5363(013) Cost Proposal Due Date _____ PE/CE
Bid Opening Date _____ CON

The City of Los Alamitos established a Disadvantaged Business Enterprise (DBE) goal of 17% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed**:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
---------------	---	--------------------	-------------	------------------------

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts (e.g., in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

- F. Efforts (e.g., in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, *i.e.*, lists, Internet page download, etc.):

Name of Agency/Organization

Method/Date of Contact

Results

- H. Any additional data to support a demonstration of good faith efforts:

UTILITY CONTACTS:

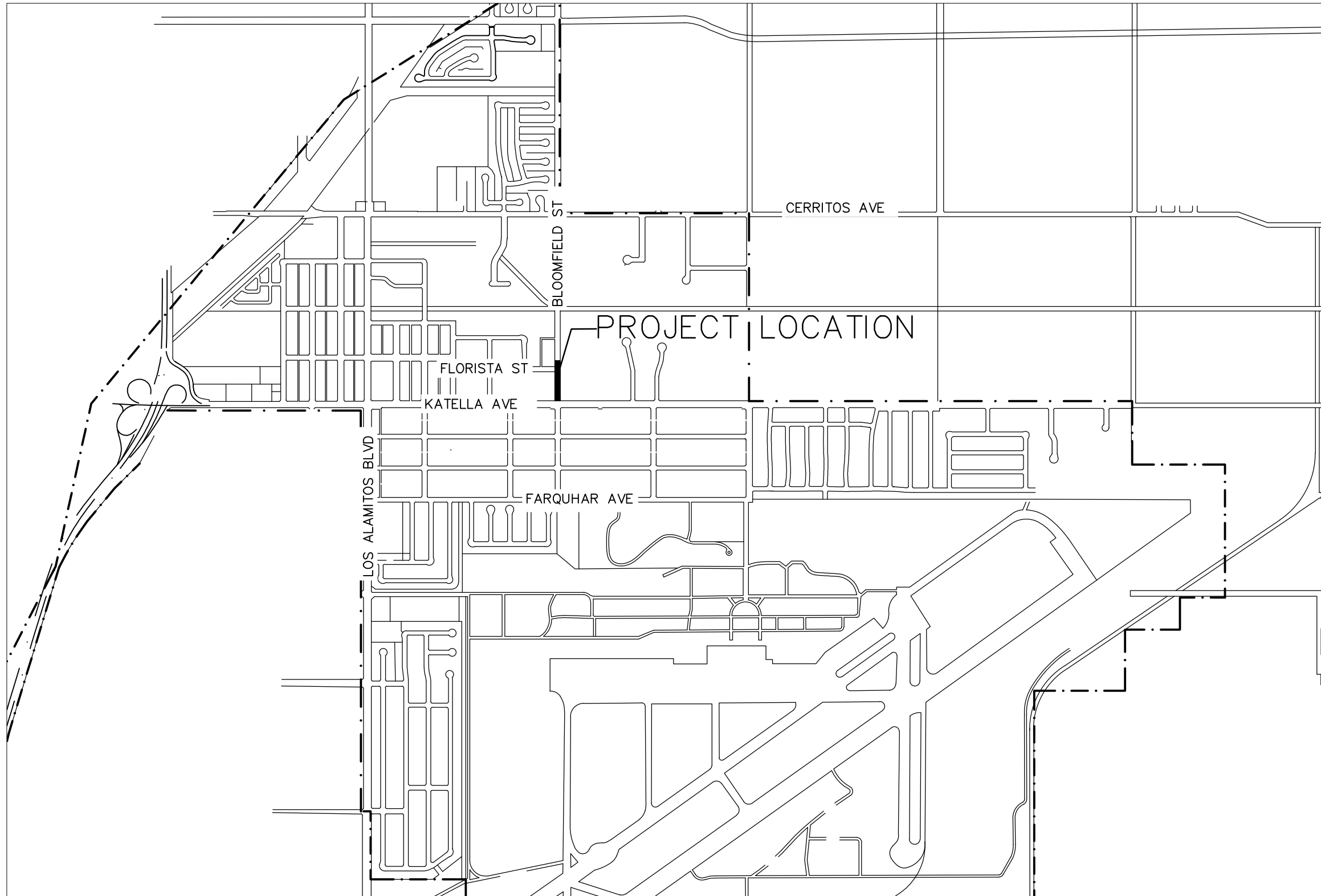
CENCO REFINING CO. (562) 944-6111
ORANGE COUNTY SANITATION DIST. (714) 962-2411
ROOSMOOR/LOS ALAMITOS SEWER DIST. (562) 431-2223
SOUTHERN CALIFORNIA EDISON CO. (562) 981-8205
SOUTHERN CALIFORNIA GAS CO. (714) 634-3133
GOLDEN STATE WATER COMPANY (714) 503-6991
TIME-WARNER COMMUNICATION (714) 895-6886
UNDERGROUND SERVICE ALERT (800) 422-4133
VERIZON (704) 375-6719



CITY OF LOS ALAMITOS
DEVELOPMENT SERVICES DEPARTMENT

FEDERAL PROJECT NO. CRAL-5363(013)
BLOOMFIELD STREET IMPROVEMENT
PROJECT — KATELLA AVENUE
TO FLORISTA STREET

CIP NO. 22/23-06



VICINITY MAP

SCALE : NTS

SHEET SCHEDULE	
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	DETAIL SHEET
3	BLOOMFIELD ST--FROM KATELLA AVE TO STA 15+88
4	BLOOMFIELD ST--FROM KATELLA AVE TO STA 15+88

APPROVED: CITY OF LOS ALAMITOS
BY: R. Noda DATE: _____
DEVELOPMENT SERVICES DIRECTOR

GENERAL NOTES:

- ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF LOS ALAMITOS, STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2021 EDITION, ORANGE COUNTY PF&RD STANDARD PLANS, LATEST EDITION, AS SPECIFIED, AND SPFWC STANDARD PLANS, LATEST EDITION, AS SPECIFIED.
- THE CONSTRUCTION AREA SHALL BE PROPERLY POSTED AND LIGHTED IN CONFORMANCE WITH THE STATE OF CALIFORNIA MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND WORK ZONES, LATEST EDITION.
- CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND SHALL NOTIFY THE CITY ENGINEER, (562) 431-3538, AT LEAST 24 HOURS PRIOR TO ANY REQUIRED INSPECTIONS.
- CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE CITY OR THE ENGINEER.
- THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITY LINES EXCEPT AS SHOWN ON THIS PLAN. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THIS PLAN.
- THE CONTRACTOR SHALL MAKE A PHYSICAL INSPECTION OF THE PROJECT SITE AND REPORT ALL VARIATIONS, INCONSISTENCIES, OR CHANGED CONDITIONS TO THE ENGINEER PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ASSUMPTIONS, REMEDIAL ACTIONS, OR ADAPTATIONS MADE IN THE FIELD WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER.
- REPAIR OR REPLACE ALL DAMAGES OR ALTERATIONS TO EXISTING PUBLIC IMPROVEMENTS TO THE SATISFACTION OF THE CITY ENGINEER AT NO COST TO THE CITY.
- ALL DIMENSIONS SHALL BE VERIFIED BY PLANS OR FIELD INSPECTION. AT NO TIME SHALL ANY DIMENSIONS BE SCALED FROM PLANS. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ALL VARIATIONS IN DIMENSIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- ALL JOINTS AND JOIN LOCATIONS AND UNDERGROUND UTILITY LOCATIONS SHALL BE FIELD VERIFIED.
- AT ALL TIMES, CURB FACE DIMENSIONS AND GUTTER AND SWALE GRADES SHALL BE MAINTAINED, UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL NOTIFY ALL AFFECTED UTILITY COMPANIES AND AFFECTED AGENCIES AT LEAST 72 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- ALL ASPHALT PAVEMENT IMPROVEMENTS INDICATED TO BE REMOVED SHALL BE SAWCUT AT THE LINE OF REMOVAL.

SIGNING AND STRIPING GENERAL NOTES:

- SIGNING AND STRIPING AND THE INSTALLATION THEREOF SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS, LATEST EDITION, THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CALIFORNIA MUTCD), LATEST EDITION, THIS PLAN AND THE SPECIAL PROVISIONS.
- REMOVAL OF ALL STRIPING AND MARKINGS SHALL BE BY GRINDING METHOD AND INCLUDES REMOVAL OF RAISED PAVEMENT MARKERS.
- ALL LANE STRIPING AT INTERSECTION APPROACHES WITHOUT CROSSWALK OR LIMIT LINES SHALL END 10 FEET FROM THE EXTENSION OF THE INTERSECTION CURB LINES.
- ALL STRIPING DETAILS AND PAVEMENT LEGENDS SHALL BE THERMOPLASTIC, UNLESS OTHERWISE NOTED.
- ALL CROSSWALKS SHALL BE PAINT, 3 COATS.
- CONTRACTOR SHALL REPAINT ALL EXISTING CURB MARKINGS THROUGHOUT PROJECT LIMITS. CURB MARKINGS SHALL BE PAINT, 2 COATS. APPROXIMATELY 105 LINEAR FEET OF CURB MARKINGS TO BE REPAINTED.
- PERFORM PRELIMINARY STRIPING LAYOUT PRIOR TO POSITIONING LOOP DETECTORS AND OBTAIN APPROVAL FOR EXACT LOOP DETECTOR LOCATIONS PRIOR TO FINAL PLACEMENT. INDUCTIVE LOOPS SHALL BE (6") DIAMETER TYPE E, CENTERED IN TRAVEL LANE WITH 10' SPACING IN THE DIRECTION OF TRAVEL. LIMIT LINE LOOPS SHALL BE MODIFIED TYPE D BICYCLE DETECTOR LOOPS (6' X 6') UNLESS SHOWN OTHERWISE. LIMIT LINE LOOPS SHALL BE PLACED AT THE BACK OF THE CROSSWALK OR LIMIT LINE.
- NEW SIGNS SHALL BE HIGH INTENSITY SHEETING WITH GRAFFITI FILM.
- ALL SIGNS ARE EXISTING, UNLESS OTHERWISE NOTED.
- INSTALL TWO-WAY BLUE REFLECTIVE MARKERS AT EVERY FIRE HYDRANT.

AGENCIES TO BE NOTIFIED:

- CITY ENGINEER
3191 KATELLA AVENUE
LOS ALAMITOS, CA 90720-5600
(562) 431-3538 EXT. 100
- LOS ALAMITOS POLICE DEPARTMENT
3201 KATELLA AVENUE
LOS ALAMITOS, CA 90720
(562) 431-2255
- ORANGE COUNTY FIRE DEPARTMENT
3642 GREEN STREET
LOS ALAMITOS, CA 90720
(562) 431-6026
- LOS ALAMITOS POST OFFICE
10650 REAGAN STREET
LOS ALAMITOS, CA 90720
(562) 431-6547
- ROSSMOOR/LOS ALAMITOS AREA SEWER DISTRICT
3243 KATELLA AVENUE
LOS ALAMITOS, CA 90720-0542
(562) 431-2223
- LOS ALAMITOS UNIFIED SCHOOL DISTRICT
10293 BLOOMFIELD STREET
LOS ALAMITOS, CA 90720
(562) 799-4700
- OCTA-BUS STOPS
550 SOUTH MAIN STREET
ORANGE, CA 92668
(714) 560-5912
- CITY OF CYPRESS
5275 ORANGE AVENUE
CYPRESS, CA 90630
(714) 229-6700
- CITY OF LONG BEACH
333 WEST OCEAN BOULEVARD
LONG BEACH CA 90802
(562) 570-6383
- ROSSMOOR COMMUNITY SERVICES DISTRICT(RCSD)
3001 BLUME DRIVE, ROSSMOOR, CA 90720
(562) 431-0525

REVISIONS

REFERENCES

APPV'D



WILLDAN Engineering
2401 East Katella Ave. Suite 400, Anaheim, California 92705
714.978-8200 fax 714.978-8299

DRAWN BY	AM	10/30/2023
CHECKED BY	KS, MC	10/30/2023
DESIGNED BY	AM	10/30/2023
APPROVED	<u>[Signature]</u> City Engineer	10/30/2023 Date

CITY OF LOS ALAMITOS

BLOOMFIELD STREET IMPROVEMENT PROJECT

CIP NO. 22/23-06
TITLE SHEET

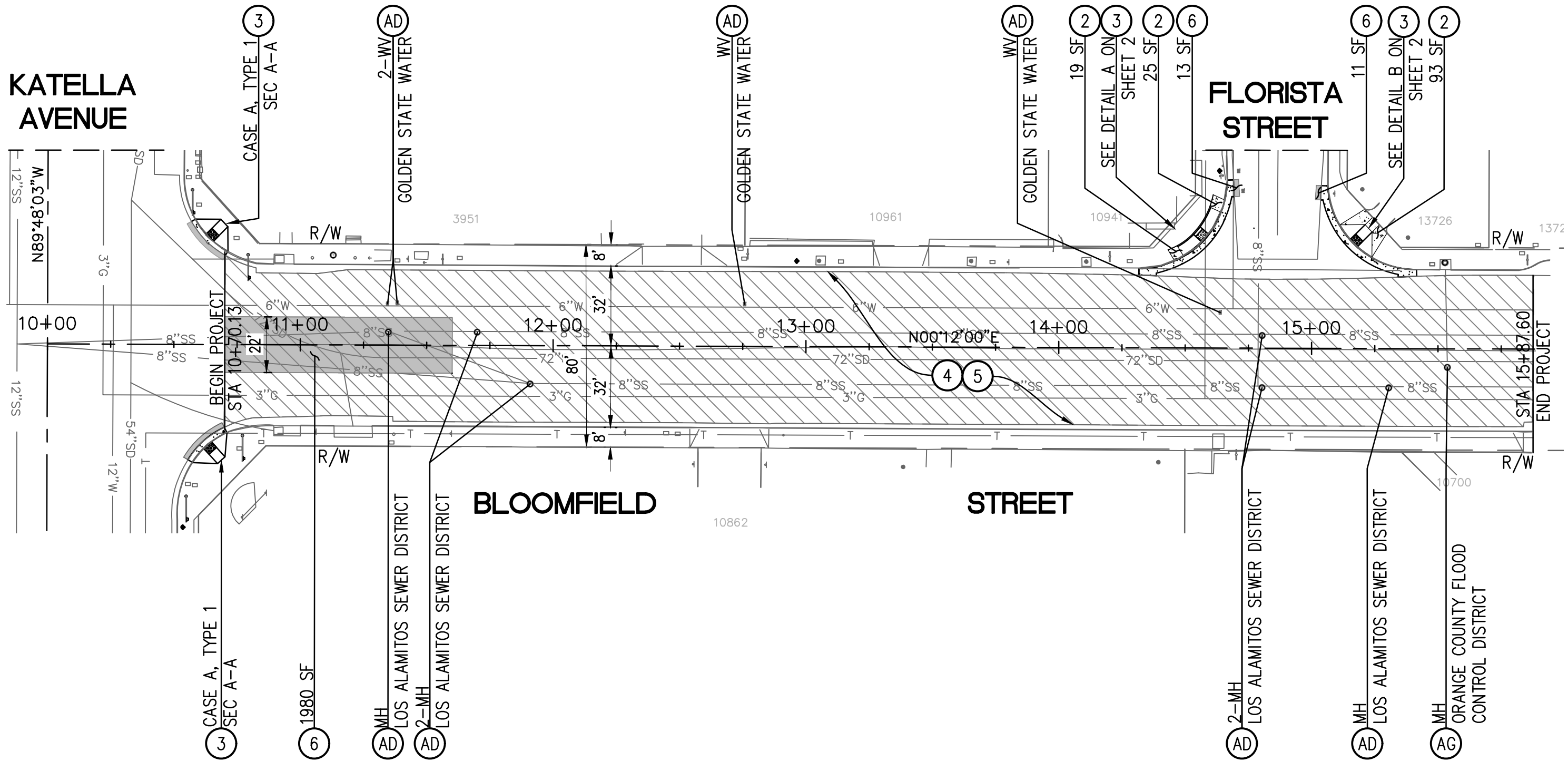
FROM KATELLA AVE TO FLORISTA ST

SHEET 1 OF 4

FILE: W:\WE-CALos Alamitos, City of\110184.12-Bloomfield\900-PS&E\901-Plans\PL-01-BLOOMFIELD.dwg

USER: kevin.smith
DATE: Oct 30, 2023 - 1:17pm

KATELLA
AVENUE

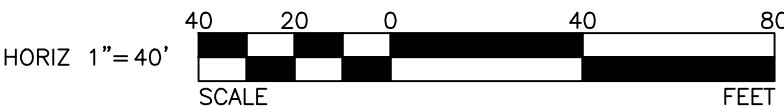


CONSTRUCTION NOTES:

- 1 REMOVE AND CONSTRUCT CROSS GUTTER PER SPPWC STD PLAN 122-3. MATCH EXISTING.
- 2 REMOVE AND CONSTRUCT 4-INCH THICK PCC SIDEWALK PER SPPWC STD PLAN 113-2
- 3 REMOVE AND CONSTRUCT CURB RAMP PER SPPWC STD PLAN 111-5. CASE AND TYPE PER PLAN
- 4 COLD MILL EXISTING PAVEMENT 1.5-INCH UNIFORM DEPTH
- 5 CONSTRUCT 1.5-INCH THICK ARHM OVERLAY
- 6 REMOVE EXISTING AC/AB AND CONSTRUCT 7.5-INCH FULL DEPTH ASPHALT CONCRETE PAVEMENT
- 7 CONSTRUCT HANDRAIL PER SPPWC STD 606-4, PER DETAIL ON SHEET 2
- AD DOUBLE ADJUST UTILITY TO GRADE BY OTHERS, TYPE PER PLAN.
- AG ADJUST TO GRADE (ITEM AS NOTED)
- P PROTECT IN PLACE

LEGEND

- COLD MIL 1.5-INCH AC PAVEMENT AND OVERLAY 1.5-INCH ARHM
- REMOVE AND CONSTRUCT 7.5-INCH THICK AC PAVEMENT
- PCC IMPROVEMENTS



REVISIONS

NUMBER	DATE	INITIALS

REFERENCES

APP'D



DRAWN BY	AM	10/30/2023
CHECKED BY	KS, MC	10/30/2023
DESIGNED BY	AM	10/30/2023
APPROVED	City Engineer	10/30/2023 Date

DATE

10/30/2023
10/30/2023
10/30/2023
10/30/2023

CITY OF LOS ALAMITOS

BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
FROM KATELLA AVE TO STA 15+88
FROM KATELLA AVE TO FLORISTA ST

SLOT PAVEMENT DETAIL
NTS

COLDMILL AT GUTTER DETAIL
NTS

HAND RAIL DETAIL
NTS

* REFER SPPWC STD PLAN 606-5, TYPE "B" FOR
METAL HAND RAILING DETAILS NOT SHOWN

TYPICAL SECTION FOR BLOOMFIELD ST
NTS

- ### CONSTRUCTION NOTES:
- ① REMOVE AND CONSTRUCT CROSS GUTTER PER SPPWC STD PLAN 122-3.
MATCH EXISTING.
 - ② REMOVE AND CONSTRUCT 4-INCH THICK PCC SIDEWALK PER SPPWC STD PLAN 113-2
 - ③ REMOVE AND CONSTRUCT CURB RAMP PER SPPWC STD PLAN 111-5.
CASE AND TYPE PER PLAN
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 - P PROTECT IN PLACE

LEGEND

- | | |
|---|--|
|  | COLD MIL 1.5-INCH AC PAVEMENT AND OVERLAY
1.5-INCH ARHM |
|  | REMOVE AND CONSTRUCT 7.5-INCH THICK AC
PAVEMENT |
|  | PCC IMPROVEMENTS |

CURB RAMP DETAIL B
SCALE 1"=5'

CURB RAMP DETAIL A
SCALE 1"=5'

[illegible]

DRAWN BY	AM	10/30/2023
CHECKED BY	KS, MC	10/30/2023
DESIGNED BY	AM	10/30/2023
APPROVED	 City Engineer	10/30/2023 Date

CITY OF LOS ALAMITOS

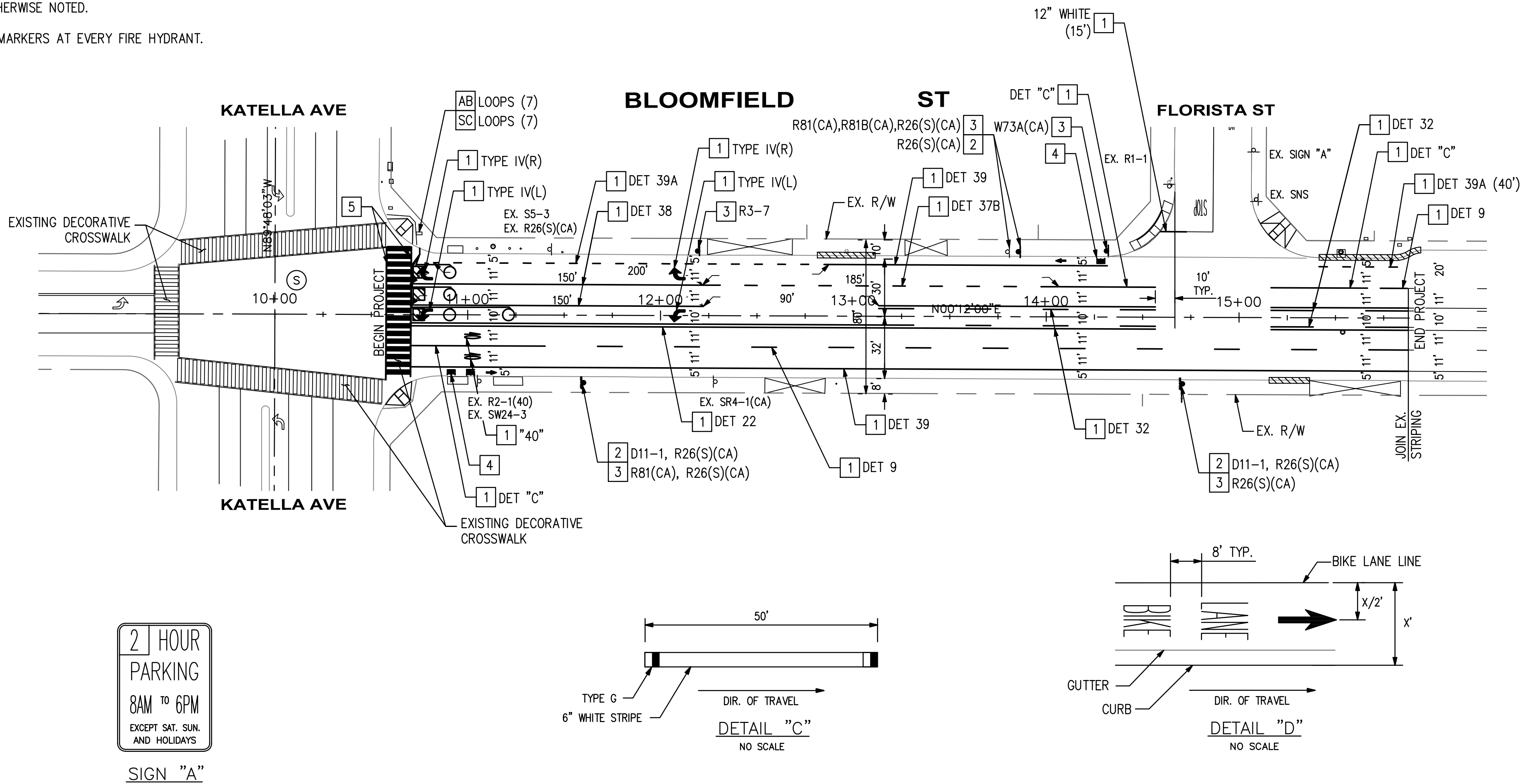
BLOOMFIELD STREET IMPROVEMENT PROJECT
CIP NO. 22/23-06
DETAIL SHEET
FROM KATELLA AVE TO FLORISTA ST

SIGNING AND STRIPING GENERAL NOTES

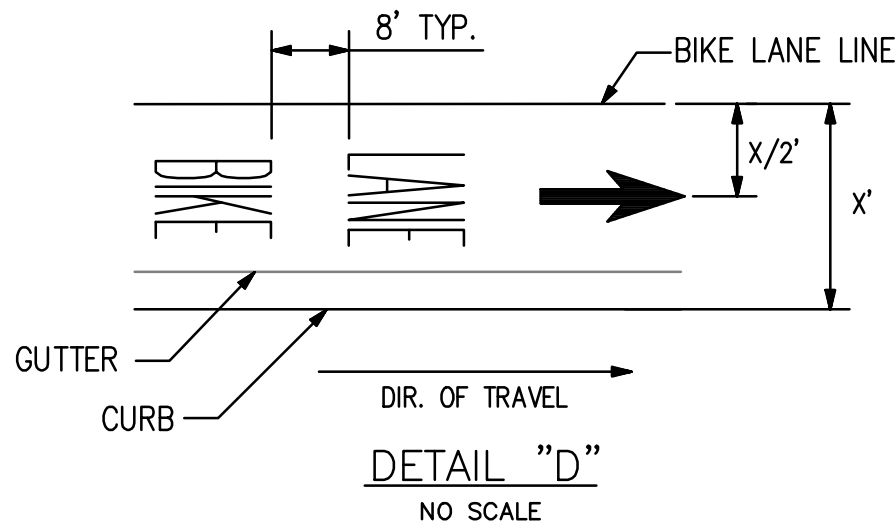
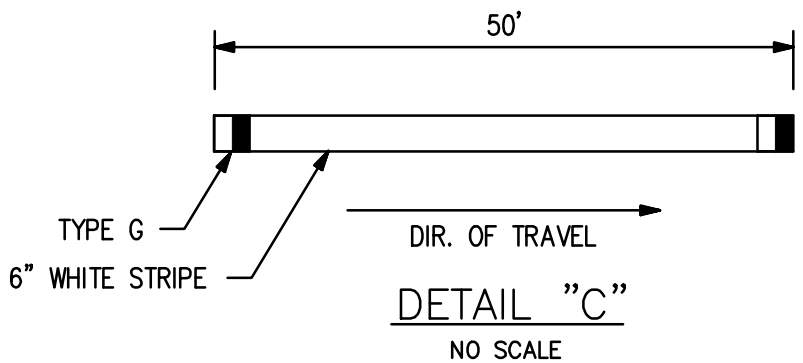
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- ALL SIGNS ARE EXISTING, UNLESS OTHERWISE NOTED.
- INSTALL TWO-WAY BLUE REFLECTIVE MARKERS AT EVERY FIRE HYDRANT.

STRIPING CONSTRUCTION NOTES

- INSTALL STRIPING DETAIL OR PAVEMENT MARKING AS SHOWN.
- REMOVE SIGN(S) AND POST AS NOTED.
- INSTALL SIGN(S) AND POST AS NOTED.
- INSTALL "BIKE LANE" AND BIKE LANE ARROW PAVEMENT MARKING PER DETAIL "D".
- REPAINT 12" WIDE YELLOW LADDER CROSSWALK WITH 24" BARS AND 24" GAPS. CROSSWALK SHALL BE 12' IN WIDTH (INSIDE TO INSIDE). (PAINT, 3 COATS)

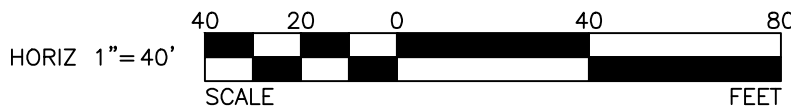


SIGN "A"



LEGEND

- (S) SIGNALIZED INTERSECTION
- RE-PAINT EXISTING RED CURB



REVISIONS			
NUMBER	DATE	INITIALS	

REFERENCES	
APP'D	



WILLDAN Engineering			DATE
DRAWN BY	RG	3/7/2023	
CHECKED BY	JL	3/7/2023	
DESIGNED BY	RG/JL	3/7/2023	
APPROVED		10/30/2023	
City Engineer		Date	

CITY OF LOS ALAMITOS	
BLOOMFIELD STREET IMPROVEMENT PROJECT	
CIP NO. 22/23-06	
SIGNING AND STRIPING PLAN	
FROM KATELLA AVE TO FLORISTA ST	
SHEET 4 OF 4	

**BLOOMFIELD STREET IMPROVEMENT PROJECT
SPECIFICATION NO. CIP 22/23-06**

**BID OPENING:
DECEMBER 14, 2023 AT 11 AM**

**TOTAL BIDS
RECEIVED: 6**

				Hardy & Harper, Inc.		Onyx Paving Company, Inc.		All American Asphalt		RJ Noble Company		Copp Contracting, Inc.		IE General Engineering, Inc.	
ITEM NO.	DESCRIPTION	QTY.	UNITS	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Mobilization	1	LS	7,690.20	\$ 7,690.20	5,982.40	\$5,982.40	22,000.00	\$22,000.00	37,000.00	\$37,000.00	51,333.00	\$51,333.00	25,000.00	\$25,000.00
2	Traffic Control	1	LS	41,366.00	\$ 41,366.00	33,000.00	\$33,000.00	35,318.00	\$35,318.00	7,400.00	\$7,400.00	22,000.00	\$22,000.00	20,000.00	\$20,000.00
3	Cold Mill Existing Pavement 1.5-Inch Uniform Depth	33,780	SF	0.36	\$ 12,160.80	0.44	\$14,863.20	1.00	\$33,780.00	0.79	\$26,686.20	0.79	\$26,686.20	2.10	\$70,938.00
4	Remove and Construct 7.5-Inch Fill Depth Asphalt Concrete Pavement	95.20	TN	265.00	\$ 25,228.00	272.00	\$25,894.40	205.00	\$19,516.00	353.00	\$33,605.60	317.46	\$30,222.19	275.00	\$26,180.00
5	Construct 1.5-Inch Thick ARHM Overlay	310	TN	190.00	\$ 58,900.00	196.00	\$60,760.00	235.00	\$72,850.00	220.00	\$68,200.00	186.00	\$57,660.00	270.00	\$83,700.00
6	Adjust to Grade (Item as Noted)	1	EA	600.00	\$ 600.00	2,000.00	\$2,000.00	5,000.00	\$5,000.00	4,000.00	\$4,000.00	17,000.00	\$17,000.00	4,000.00	\$4,000.00
7	Install Signing and Striping Complete per Plans	1	LS	14,700.00	\$ 14,700.00	23,000.00	\$23,000.00	16,900.00	\$16,900.00	33,000.00	\$33,000.00	14,175.00	\$14,175.00	14,850.00	\$14,850.00
8	Remove and Replace Curb Ramp, Type per Plan	4	EA	8,850.00	\$ 35,400.00	11,000.00	\$44,000.00	10,000.00	\$40,000.00	14,500.00	\$58,000.00	11,970.00	\$47,880.00	16,500.00	\$66,000.00
9	Construct Handrail Per SPPWC Std 606-4	21	LF	335.00	\$ 7,035.00	500.00	\$10,500.00	650.00	\$13,650.00	1,045.00	\$21,945.00	240.00	\$5,040.00	675.00	\$14,175.00
10	Install Detector Loop Complete Per Plan	7	EA	560.00	\$ 3,920.00	1,000.00	\$7,000.00	750.00	\$5,250.00	660.00	\$4,620.00	5,500.00	\$38,500.00	950.00	\$6,650.00
		TOTAL			\$207,000.00		\$227,000.00		\$264,264.00		\$294,456.80		\$310,496.39		\$331,493.00

SCHEDULE	TOTAL														
PROJECT TOTAL				\$207,000.00		\$227,000.00		\$264,264.00		\$294,456.80		\$310,496.39		\$331,493.00	

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: January 16, 2024

ITEM NUMBER: 10G

To: Mayor Jordan Nefulda & Members of the City Council
Presented By: Ron Noda, Development Services Director
**Subject: Orange County Transportation Authority (OCTA) Project V:
Community-Based Transit/Circulator Application Resolution**

SUMMARY

This item recommends the adoption of a Resolution authorizing Staff to submit the Fiscal Year 2024/2025 project application with the Orange County Transportation Authority (OCTA).

RECOMMENDATION

Adopt Resolution No. 2024-02, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA APPROVING THE CITY'S PARTICIPATION IN THE ORANGE COUNTY TRANSPORTATION AUTHORITY'S (OCTA) COMMUNITY-BASED TRANSIT/CIRCULATORS PROGRAM (PROJECT V UNDER MEASURE M2)".

BACKGROUND

The Orange County Transportation Authority (OCTA) has requested letters of interest from cities for future Project V-funded projects. The Community Based Transit Circulator Program (Project V) provides Measure M2 funding for service areas not covered by regional transit options and provides options to connect to regional buses or rail services. The funding program is the mechanism by which OCTA administers competitive funding for street and road projects. Project V funds are commonly used to expand local fixed-route transit services or to implement new on-demand services to meet the needs of the community.

DISCUSSION

Public transportation options within Los Alamitos are very limited, with the main option being OCTA's fixed-route buses. The City has been researching various options to provide low-cost and efficient transit, especially for the senior population. This has been difficult, but an opportunity to expand its current transportation options through the Project V grant from OCTA has been identified.

The grant provides funds to create and implement an on-demand transportation option for community members to utilize, in addition to the fixed-route bus option. The on-demand ride-share option would be beneficial to better meet the needs of the community and provide access to affordable transportation. The transportation project will begin as a one-year pilot program to evaluate the progress and determine the long-term feasibility of the project.

The table below shows the timeline for the Project V Grant.

KEY DATES AND DEADLINES

Application Deadline

Final Resolution Adopted by City due to OCTA

Funding Recommendation Presented to OCTA Spring 2024

Board

2024 Project V Funds Allocated

DATES

Thursday, January 25, 2024

Thursday, February 15, 2024

July 1, 2024

FISCAL IMPACT

The City Council, at the August 21, 2023 meeting, approved the funding amount of \$150,000.00 for the first year of the transportation pilot program. It is anticipated that the Project V Fund will be allocated in the summer, 2024. If the City receives the grant from OCTA, staff will return to the Council for recommendation and approval of the remaining 50% match.

Attachment: 1. Resolution No. 2024-02 - OCTA Project V Participation

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA APPROVING THE CITY'S PARTICIPATION IN THE ORANGE COUNTY TRANSPORTATION AUTHORITY'S (OCTA) COMMUNITY-BASED TRANSIT/CIRCULATORS PROGRAM (PROJECT V UNDER MEASURE M2)

A Resolution of the City of Los Alamitos City Council approving the submittal of the City of Los Alamitos Circuit Rideshare Transportation Project application to the Orange County Transportation Authority for funding under the Project V Community-Based Transit/Circulators Program

The City Council of the City of Los Alamitos hereby resolves, determines and orders as follows that:

Whereas, the Orange County Transportation Authority Community-Based Transit/Circulators program (Project V under Measure M2) establishes a competitive funding program to enable local jurisdictions to develop, test and provide community-based local transit services that complement regional transit services and meets needs in areas not adequately serviced by regional transit; and,

Whereas, the Orange County Transportation Authority intends to allocate Project V funds to the incorporated cities and the County of Orange, as applicable; and

Whereas, the Orange County Transportation Authority has established the procedures and criteria for selecting projects for funding through a competitive process as identified in the Comprehensive Transportation Funding Program (CTFP) Project V Guidelines; and

Whereas, the City of Los Alamitos desires to provide local community based transit services;

Whereas, the City of Los Alamitos authorizes the nomination of the City of Los Alamitos Circuit Rideshare Transportation Project including all understanding and assurances contained therein; and,

Whereas, the City of Los Alamitos has been declared by the Orange County Transportation Authority to meet the eligibility requirements to receive Measure M2 funds, including Project V funds; and,

Whereas, the City of Los Alamitos must include all projects funded by Net Revenues in the seven-year Capital Improvement Program as part of the Measure M2 Ordinance eligibility requirement; and

Whereas, the City of Los Alamitos authorizes a formal amendment to the seven-year Capital Improvement Program to add projects approved for funding upon approval from the Orange County Transportation Authority Board of Directors; and

Whereas, the City of Los Alamitos Circulation Element is consistent with the County of Orange Master Plan of Arterial Highways; and

Whereas, the City of Los Alamitos will comply where applicable with provisions of the Americans with Disabilities Act, and any other federal, state, and/or local laws, rules and/or regulations; and

Whereas, the City of Los Alamitos will consult with Orange County Transportation Authority regarding the need for ADA/paratransit services and/or plan prior to starting operations; and

Whereas, the City of Los Alamitos will provide a minimum 50% in matching funds, excluding non-Project V subsidies or net fares collected, as required by the Project V CTFP Guidelines and shall fund its share of the project costs and any additional costs over the identified programmed amount ; and

Whereas, the City of Los Alamitos will not use Measure M funds to supplant Developer Fees or other commitments; and

Whereas, the City of Los Alamitos will give the Orange County Transportation Authority's representatives access to and the right to examine all data, records, books, papers or documents related to the Project(s); and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS AS FOLLOWS:

The City of Los Alamitos hereby requests that the Orange County Transportation Authority allocate Project V funds in the amounts specified in the City or County's application to said City or County from the Project V Community-Based Transit/Circulators program through the Comprehensive Transportation Funding Program (CTFP). Said funds shall be matched by funds from the City of Los Alamitos as required and shall be used as supplemental funding to aid the City of Los Alamitos in the implementation of the proposed transit service.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Los Alamitos, California, this 16th day of January 2024.

Jordan Nefulda, 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 16th day of January, 2024, by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk