

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

CITY COUNCIL AMENDED AGENDA
REGULAR MEETING

Monday, April 15, 2024 – 5:00 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. CLOSED SESSION

A. Conference with Labor Negotiator

City Negotiator: Chet Simmons, City Manager
Employee Organization: Teamsters Local 911
Authority: Government Code Section 54957.6

B. Conference with Labor Negotiator

City Negotiator: Chet Simmons, City Manager

Employee Organization: Executive Management, Non-Represented

Authority: Government Code Section 54957.6

C. Conference with Labor Negotiator

City Negotiator: Chet Simmons, City Manager

Employee Organization: Police Officers Association

Authority: Government Code Section 54957.6

4. PLEDGE OF ALLEGIANCE

Council Member Hibard will lead the Pledge of Allegiance.

5. INVOCATION

Council Member Murphy will give the Invocation.

6. PRESENTATIONS

A. Oath of Office for Los Alamitos Police Officer Lissette Sanchez

B. Presentation to Council Member Doby in Recognition of Being Honored as Assembly District 70's Woman of the Year

C. Presentation of a Certificate to Marina Mitri, owner of Marina Skin Care, in Recognition of Being Featured in the Mayor's Business Spotlight

D. Presentation of Proclamation to Orange County Fire Authority and West- Comm Dispatchers in Recognition of National Telecommunicators Week

E. Presentation by John Kennedy, General Manager, and Van Tran, Director, of Orange County Water District

7. ORAL COMMUNICATIONS

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

8. 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.

9. 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.

10. WARRANTS

A. Warrants (Finance)

The attached Warrant Register contains checks and electronic funds transfers for the period from March 1, 2024 to March 31, 2024.

Recommendation: Ratify the Warrants from March 1, 2024, to March 31, 2024, for \$4,197,696.06

ROLL CALL

Mayor Nefulda

Mayor Pro Tem Hasselbrink

Council Member Doby

Council Member Hibard

Council Member Murphy

11. CONSENT CALENDAR

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

A. Approval of Minutes (Administration)

Approve the City Council Regular minutes of March 18, 2024.

B. Approval of the Request for Proposals (RFP) 2024-02 and Authorization to Bid for Laurel Park Tennis Court Fence Replacement Project (Development Services)

This item facilitates the solicitation of bids to provide services for the installation and/or replacement of an existing chain link fence at the Laurel Park Tennis Courts.

Recommendation:

1. Approve the Request for Proposals (RFP) 2024-02 for the installation and/or replacement of an existing chain link fence at the Laurel Park Tennis Courts Project; and,
2. Authorize staff to advertise and solicit bid proposals.

C. Approval of the Request for Proposals (RFP) 2024-03 and Authorization to Bid for Laurel Park Tennis Court Resurfacing Project (Development Services)

This item facilitates the solicitation of bids to provide services for the resurfacing of the Laurel Park Tennis Courts.

Recommendation:

1. Approve the Request for Proposals (RFP) 2024-03 for the Laurel Park Tennis Court Resurfacing Project; and,
2. Authorize staff to advertise and solicit bid proposals.

D. Approval of Request for Bids and Authorization to Bid for Los Alamitos Police Department Vehicle Canopy Project for FY 2023-2024 (CIP No. 23/24-07) (Development Services)

This item facilitates the solicitation of bids to provide services for the furnishing and installation of the vehicle canopy for the Los Alamitos Police Department patrol vehicles.

Recommendation:

1. Approve the Request for Bids for the Los Alamitos Police Department Vehicle Canopy Project (CIP No. 23/24-07); and,
2. Authorize staff to advertise and solicit bid proposals.

E. Community Center Renovation Project (Development Services)

The roof of the Community Center building incurred significant damage from storms at the beginning of 2023. At the March 2023 Council meeting, \$500,000 was appropriated, with an additional \$1,290,952 appropriated at the October 2023 meeting for a total of \$1,790,952 to repair damages caused by the storm. During the planning process for this project, a number of building issues were identified, and repair recommendations were made. This item recommends action to facilitate the renovation of the Community Center.

Recommendation:

1. Appropriate \$1,147,610 from General Fund for the Community Center Rehabilitation Project; and,
2. Authorize the City Manager to execute a construction contract with the KYA Group for the Community Center Rehabilitation Project, in a form approved by the City Attorney, in the amount not to exceed \$1,377,132.

F. Considerations for the November 5, 2024 General Municipal Election (Administration)

The City of Los Alamitos General Municipal Election will be held on Tuesday, November 5, 2024. It is the City's policy to consolidate the local election with the County of Orange. Council Member seats for Districts 1, 2, and 3 will be up for election this year. As one of the City's recommended goals for 2024, the Budget Standing Committee considered including a charter amendment on the November 5, 2024 ballot at its February 12, 2024 Special meeting and recommended approval by City Council. A Request for Proposals was released on March 28, 2024 soliciting bids for Ballot Measure Polling & Outreach Consultant Services.

Recommendation: Authorize the City Manager to enter into a Consulting Services Agreement for Ballot Measure Polling & Outreach Consultant Services in a form approved by the City Attorney.

12. SPECIAL ORDERS OF THE DAY

A. Council Member Requested Agenda Item: Council Member Compensation and Reimbursement (Administration)

During the January 16, 2024, regular meeting, Council Member Murphy raised concerns regarding City Council salary/compensation and reimbursement for Council Member expenses. This informational staff report has been prepared in response to Council Member Murphy's request and is the first step in the two-step process for placing items on the Agenda for consideration by the Council.

Recommendation: In accordance with the City Council's adopted Agenda Policy, this informational staff report does not request action, but seeks Council's direction. Council may receive the report without further action. If further discussion and action is desired, by a majority vote of the City Council Members present, staff may be directed to place this item on a future Agenda for consideration.

13. PUBLIC HEARING

A. Ordinance 2024-01 - Noise Standard Exemptions Associated with Construction and Property Maintenance Activities (Development Services)

Consideration of a draft Ordinance concerning noise standard exemptions associated with construction and property maintenance activities.

Recommendation:

1. Open the Public Hearing; and,

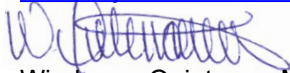
2. Introduce for first reading, read by title only, waive further reading of Ordinance No. 2024-01, and set for adoption; and,
3. City Attorney Daudt read the title of Ordinance No. 2024-01 entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND RESTATING SECTION 17.20.020 OF THE LOS ALAMITOS MUNICIPAL CODE CONCERNING NOISE STANDARD EXEMPTIONS ASSOCIATED WITH CONSTRUCTION AND PROPERTY MAINTENANCE ACTIVITIES (ZOA 23-05) (CITY INITIATED)."

14. COUNCIL ANNOUNCEMENTS

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

15. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted at the 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: April 11, 2024

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: April 15, 2024

ITEM NUMBER: 10A

To: Mayor Jordan B. 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 March 1, 2024 to March 31, 2024.

RECOMMENDATION

Ratify the Warrants from March 1, 2024, to March 31, 2024, for \$4,197,696.06

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 \$4,197,696.06 represents checks and electronic fund transfers from March 1, 2024, to March 31, 2024.

Attachment: 1. Council Report 04.15.2024

CITY OF LOS ALAMITOS
A/P Warrants
April 15, 2024

To Ratify

Pages:

1-8	\$	681,262.43	Warrants	03/06/2024
9-19	\$	1,980,051.70	Warrants	03/20/2024
20	\$	155.45	Advanced Warrant	03/21/2024
21	\$	380,087.00	Advanced Warrant	03/27/2024
22	\$	18,636.75	Advanced Warrant	03/28/2024
23	\$	11,450.88	Medical Retirees	03/01/2024
24	\$	227,043.20	Payroll	03/01/2024
25	\$	203,828.82	Benefits & Withholdings	03/01/2024
26	\$	214,683.57	Payroll	03/15/2024
27	\$	115,302.55	Benefits & Withholdings	03/15/2024
28	\$	240,786.40	Payroll	03/29/2024
29	\$	124,407.31	Benefits & Withholdings	03/29/2024
Grand Total	\$	<u><u>4,197,696.06</u></u>		

The attached Warrant Register containing checks and electronic funds transfers for the period from March 1, 2024 to March 31, 2024, 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 2th day of April, 2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
316 ENGINEERING & CONSTRUCTION INC	POTHOLE REPAIR KATELLA AVE	GENERAL FUND	STREET MAINTENANCE	7,500.00
	SIDEWALK REPAIR LOS VAQUE	GENERAL FUND	STREET MAINTENANCE	19,492.00
	PAVING REPAIR KATELLA & E	GENERAL FUND	STREET MAINTENANCE	7,895.00
	PAVING REPAIR BLOOMFIELD	GENERAL FUND	STREET MAINTENANCE	14,900.00
	ASPHALT REPAIR CHERRY & KA	GENERAL FUND	STREET MAINTENANCE	7,995.00
	ASPHALT REPAIR LEXINGTON &	GENERAL FUND	STREET MAINTENANCE	9,889.00
	POTHOLE REPAIR CORPORATE &	GENERAL FUND	STREET MAINTENANCE	8,670.00
	WATER LEAK COTTONWOOD PARK	GENERAL FUND	PARK MAINTENANCE	2,169.32
	GAS LINE INSPECTION COMM C	GENERAL FUND	BUILDING MAINTENANCE	<u>1,867.00</u>
			TOTAL:	80,377.32
ABSOLUTE SIGN, INC	RESIDENTIAL CURB PAINTING	GENERAL FUND	STREET MAINTENANCE	<u>358.34</u>
			TOTAL:	358.34
ADAMSON POLICE PRODUCTS	UNITS 3 & 8	GARAGE FUND	GARAGE	<u>550.00</u>
			TOTAL:	550.00
AMERICREDIT FINANCIAL SERVICES, INC	2022 CHEVY TAHOE 02/24	GARAGE FUND	GARAGE	<u>1,159.21</u>
			TOTAL:	1,159.21
ANDERSON ELECTRICAL & LIGHTING SERVICE	REPLACE LIGHT CIVIC CTR	GENERAL FUND	BUILDING MAINTENANCE	5,900.00
	LIGHT INSTALLATION YARD	GENERAL FUND	BUILDING MAINTENANCE	<u>1,675.00</u>
			TOTAL:	7,575.00
ANIMAL PEST MANAGEMENT SERVICES	GOPHER CTRL AT CITY PARKS	GENERAL FUND	PARK MAINTENANCE	<u>490.00</u>
			TOTAL:	490.00
ARAMARK UNIFORM & CAREER APPAREL GROUP	PW STAFF UNIFORMS	GENERAL FUND	STREET MAINTENANCE	58.20
	PW STAFF UNIFORMS	GENERAL FUND	STREET MAINTENANCE	58.20
	PW STAFF UNIFORMS	GENERAL FUND	STREET MAINTENANCE	<u>58.20</u>
			TOTAL:	174.60
ARCHITAG LLP	CIVIC CENTER AS BUILTS	GENERAL FUND	CAPITAL PROJECTS	6,412.50
	CIVIC CENTER DRAWINGS	GENERAL FUND	CAPITAL PROJECTS	<u>16,200.00</u>
			TOTAL:	22,612.50
BASE HILL INC	JANITORIAL SERVICES 01/24	GENERAL FUND	BUILDING MAINTENANCE	<u>5,809.99</u>
			TOTAL:	5,809.99
CANON FINANCIAL SERVICES, INC.	USAGE & CONTRACT 01/24	GENERAL FUND	RECREATION ADMINISTRAT	<u>448.47</u>
			TOTAL:	448.47
CARTRIDGE WORLD OF LOS ALAMITOS	PRINTER INK CARTRIDGE	GENERAL FUND	RECREATION ADMINISTRAT	<u>111.41</u>
			TOTAL:	111.41
CHARLES ABBOTT ASSOCIATES, INC.	CONSULTING SERVICES 01/24	GENERAL FUND	NON-DEPARTMENTAL	155.00
	CONSULTING SERVICES 01/24	GENERAL FUND	NON-DEPARTMENTAL	852.50
	SERVICES FOR CITY 01/24	GENERAL FUND	BUILDING INSPECTION	42,225.58
	WQMP REVIEW SERVICES 01/24	GENERAL FUND	NPDES	<u>4,695.00</u>
			TOTAL:	47,928.08
CHELSI WILSON	EMPLOYEE APPRECIATION LUNC	GENERAL FUND	ADMINISTRATION	535.50
	DE-STRESS WITH DOGS EVENT	GENERAL FUND	ADMINISTRATION	189.23
	EMPLOYEE VDAY GRAM	GENERAL FUND	ADMINISTRATION	56.62
	TAPE	GENERAL FUND	COMMUNITY DEVEL ADMIN	<u>8.20</u>
			TOTAL:	789.55

WARRANTS 03/06/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CITY OF LA HABRA	SB 2 SHARE 22/23	GENERAL FUND	NON-DEPARTMENTAL	<u>44,917.00</u>
			TOTAL:	44,917.00
COAST RECREATION	PLAYGROUND REPAIR COTTONWO	GENERAL FUND	PARK MAINTENANCE	<u>579.19</u>
			TOTAL:	579.19
COLORADO FAMILY SUPPORT REGISTRY	ID# 12634200	POOL CLEARING FUND	NON-DEPARTMENTAL	<u>230.76</u>
			TOTAL:	230.76
COUNTY OF ORANGE	ASSET FORFEITURE 23-00663	ASSET SEIZURE	NON-DEPARTMENTAL	<u>1,647.00</u>
			TOTAL:	1,647.00
COUNTY OF ORANGE TREASURER-TAX	PARKING CITATIONS 01/24	GENERAL FUND	NON-DEPARTMENTAL	2,057.00
	PARKING CITATIONS 12/23	GENERAL FUND	NON-DEPARTMENTAL	1,364.00
	OCAT CIRCUIT SUPPORT 02/24	GENERAL FUND	COMMUNICATIONS TECHNOL	1,273.33
	OC FINGERPRINTS AFIS 02/24	GENERAL FUND	COMMUNICATIONS TECHNOL	<u>431.00</u>
			TOTAL:	5,125.33
CROSSTOWN ELECTRICAL & DATA, INC.	EXTRAORDINARY WORK 01/24	GENERAL FUND	STREET MAINTENANCE	481.82
	EXTRAORDINARY WORK 01/24	GENERAL FUND	STREET MAINTENANCE	210.82
	EXTRAORDINARY WORK 01/24	GENERAL FUND	STREET MAINTENANCE	338.84
	EXTRAORDINARY WORK 01/24	GENERAL FUND	STREET MAINTENANCE	179.41
	PREVENTATIVE MAINT 01/24	GENERAL FUND	STREET MAINTENANCE	<u>1,228.50</u>
			TOTAL:	2,439.39
DANIELS TIRE SERVICE	PD 48-7 TIRE REPLACEMENT	GARAGE FUND	GARAGE	995.47
	CHIEF'S VEHICLE TIRE REPLA	GARAGE FUND	GARAGE	274.45
	F-150 TIRE REPLACEMENT	GARAGE FUND	GARAGE	532.60
	PD 48-4 TIRE REPLACEMENT	GARAGE FUND	GARAGE	405.32
	PD 48-S2 TIRE REPLACEMENT	GARAGE FUND	GARAGE	<u>487.66</u>
			TOTAL:	2,695.50
DASH MEDICAL GLOVES, INC.	NITRIL GLOVES BLACK MAXX	GENERAL FUND	PATROL	<u>857.21</u>
			TOTAL:	857.21
DATA TICKET, INC.	MONTHLY CHARGES 01/24	GENERAL FUND	TRAFFIC	<u>686.67</u>
			TOTAL:	686.67
DMV RENEWAL	REISSUE:REGISTRATION RENEW	GARAGE FUND	GARAGE	<u>6,152.00</u>
			TOTAL:	6,152.00
DOCUSIGN INC	ESIGNATURE BUSINESS	GENERAL FUND	ADMINISTRATION	<u>2,760.00</u>
			TOTAL:	2,760.00
ECOFERT, INC.	FERTIGATION AT PARKS 01/24	GENERAL FUND	PARK MAINTENANCE	<u>630.00</u>
			TOTAL:	630.00
ENTERPRISE FM TRUST	VEHICLE LEASES 02/24	GARAGE FUND	GARAGE	<u>8,815.23</u>
			TOTAL:	8,815.23
EVENT NEWS ENTERPRISE	STERNS PARK CIP 23/24-04	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,134.00
	PUBLIC NOTICE MEDICAL OFFI	GENERAL FUND	PLANNING	<u>240.00</u>
			TOTAL:	1,374.00
EWLES MATERIALS	DUMP COYOTE CREEK STOCK PI	GENERAL FUND	STREET MAINTENANCE	<u>250.00</u>
			TOTAL:	250.00

WARRANTS 03/06/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
FEDEX	DNA TO DOJ	GENERAL FUND	RECORDS	<u>29.47</u>
			TOTAL:	29.47
FIREWORKS & STAGE FX AMERICA, INC.	3RD OF JULY FIREWORK 50%	GENERAL FUND	NON-DEPARTMENTAL	<u>16,750.00</u>
			TOTAL:	16,750.00
GALLS / QUARTERMASTER	VIPS UNIFORMS FOR BILYK	GENERAL FUND	EMERGENCY PREPAREDNESS	<u>77.90</u>
			TOTAL:	77.90
GANAHL LUMBER COMPANY	YARD SUPPLIES	GENERAL FUND	STREET MAINTENANCE	147.86
	CERRITOS AVE MANHOLE	GENERAL FUND	STREET MAINTENANCE	80.91
	STREET MAINTENANCE TOOLS	GENERAL FUND	STREET MAINTENANCE	42.92
	DRAIN SUPPLIES	GENERAL FUND	STREET MAINTENANCE	26.62
	COTTONWOOD PARK SUPPLIES	GENERAL FUND	PARK MAINTENANCE	41.92
	PD TRAINING DOOR	GENERAL FUND	BUILDING MAINTENANCE	100.14
	PD DRYWALL	GENERAL FUND	BUILDING MAINTENANCE	6.00
	BLDG MAINTENANCE KEYS	GENERAL FUND	BUILDING MAINTENANCE	3.27
	CITY HALL 2 ROOF LEAK	GENERAL FUND	BUILDING MAINTENANCE	32.75
	CITY HALL 2 OFFICE PAINT	GENERAL FUND	BUILDING MAINTENANCE	294.22
	CITY HALL 2 INSECT SPRAY	GENERAL FUND	BUILDING MAINTENANCE	7.64
	CITY HALL 1 PAINTING SUPPL	GENERAL FUND	BUILDING MAINTENANCE	80.80
	CITY HALL 1 PAINTING SUPPL	GENERAL FUND	BUILDING MAINTENANCE	80.45
	CITY HALL 1 PAINTING SUPPL	GENERAL FUND	BUILDING MAINTENANCE	84.82
	CITY HALL 2 CLEANING SUPPL	GENERAL FUND	BUILDING MAINTENANCE	<u>117.90</u>
			TOTAL:	1,148.22
GOLDEN STATE WATER COMPANY	GOLDEN STATE WATER 02/24	GENERAL FUND	STREET MAINTENANCE	359.58
	GOLDEN STATE WATER 02/24	GENERAL FUND	PARK MAINTENANCE	<u>618.63</u>
			TOTAL:	978.21
H & H NURSERY	LANDSCAPE PLANTS 01/24	GENERAL FUND	PARK MAINTENANCE	<u>130.27</u>
			TOTAL:	130.27
HARRIS & ASSOCIATES INC	LAMPSON PEER REVIEW 01/24	GENERAL FUND	NON-DEPARTMENTAL	<u>3,575.00</u>
			TOTAL:	3,575.00
HI-WAY SAFETY, INC.	SIGN HARDWARE	GENERAL FUND	STREET MAINTENANCE	349.31
	STREET MAINTENANCE SIGNS	GENERAL FUND	STREET MAINTENANCE	397.10
	STREET SIGNS	GENERAL FUND	STREET MAINTENANCE	2,036.75
	CITY MGR VEHICLE MAINTENAN	GARAGE FUND	GARAGE	<u>883.26</u>
			TOTAL:	3,666.42
HIRSCH & ASSOCIATES, INC.	STERNS PARK PROJECT 12/23	C.D.B.G	CAPITAL PROJECTS	4,750.00
	STERNS PARK PROJECT 11/23	C.D.B.G	CAPITAL PROJECTS	<u>8,772.50</u>
			TOTAL:	13,522.50
HORSEMEN INC	BACKGROUND FOR WOGU	GENERAL FUND	NON-DEPARTMENTAL	<u>1,000.00</u>
			TOTAL:	1,000.00
IRVING MONTENEGRO JR.	TUITION REIMBURSEMENT FA23	GENERAL FUND	COMMUNITY DEVEL ADMIN	<u>5,476.00</u>
			TOTAL:	5,476.00
JILL E THORNDIKE	CLAIM SETTLEMENT	SELF INSURANCE	TRU INSURANCE	<u>435.00</u>
			TOTAL:	435.00
JOSE MARTINEZ	PD CAR WASHES (16)	GARAGE FUND	GARAGE	690.00

WARRANTS 03/06/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	PD CAR WASHES (10)	GARAGE FUND	GARAGE	<u>420.00</u>
			TOTAL:	1,110.00
KESTER CORPORATION	LANDSCAPE SUPPLY 01/24	GENERAL FUND	PARK MAINTENANCE	<u>143.54</u>
			TOTAL:	143.54
KONICA MINOLTA PREMIER FINANCE	RETURNED PAYMENT FEE	GENERAL FUND	FINANCE	<u>27.32</u>
			TOTAL:	27.32
LIEBERT CASSIDY WHITMORE	GENERAL SERVICES 01/24	GENERAL FUND	CITY ATTORNEY	954.50
	GENERAL SERVICES 01/24	GENERAL FUND	CITY ATTORNEY	1,105.00
	LITIGATION SERVICES 01/24	GENERAL FUND	CITY ATTORNEY	<u>42.50</u>
			TOTAL:	2,102.00
LOS ALAMITOS LOCK SERVICE	CITYWIDE NEW PADLOCKS	GENERAL FUND	BUILDING MAINTENANCE	402.04
	LOCK & EQUIPMENT FOR PARKS	GENERAL FUND	BUILDING MAINTENANCE	3,065.54
	DUPLICATE KEYS SC4	GENERAL FUND	BUILDING MAINTENANCE	21.85
	DUPLICATE KEYS DND 10	GENERAL FUND	BUILDING MAINTENANCE	54.63
	CITY HALL 2 TROUBLESHOOT	GENERAL FUND	BUILDING MAINTENANCE	<u>395.81</u>
			TOTAL:	3,939.87
LOWE'S	CITY HALL 1 OUTLET COVERS	GENERAL FUND	BUILDING MAINTENANCE	1.48
	BLDG MAINTENANCE SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	<u>53.35</u>
			TOTAL:	54.83
M&C CONSTRUCTION GROUP INC	WAREHOUSE WELD ARROWS	GENERAL FUND	BUILDING MAINTENANCE	1,250.00
	WAREHOUSE PRIVACY SCRIM	GENERAL FUND	BUILDING MAINTENANCE	980.00
	WAREHOUSE CUT & WELD BRACE	GENERAL FUND	BUILDING MAINTENANCE	<u>675.00</u>
			TOTAL:	2,905.00
MCGRATH RENTCORP	TRAILER RENT 02/24	GENERAL FUND	COMMUNITY DEVEL ADMIN	<u>739.73</u>
			TOTAL:	739.73
MCLEAN ENTERPRISES, INC.	BUSINESS CARDS:DELGADO	GENERAL FUND	PATROL	88.71
	BUSINESS CARDS:STEINHA	GENERAL FUND	PATROL	88.71
	BUSINESS CARDS:VARIOUS	GENERAL FUND	COMMUNITY DEVEL ADMIN	147.49
	SPRING CARNIVAL BANNERS	GENERAL FUND	SPECIAL EVENTS	<u>157.32</u>
			TOTAL:	482.23
METROPOLITAN WATER DISTRICT OF SO CAL	LEASE FOR PARK 03/24-02/25	GENERAL FUND	PARK MAINTENANCE	<u>1,103.32</u>
			TOTAL:	1,103.32
MISC. VENDOR JORDAN NEFULDA	JORDAN NEFULDA:TRAVEL REIM	GENERAL FUND	CITY COUNCIL	672.09
WINDMERA QUINTANAR	WINDMERA QUINTANAR:REIMBUR	GENERAL FUND	ADMINISTRATION	<u>300.00</u>
			TOTAL:	972.09
MUSCO SPORTS LIGHTING, LLC	CTRL LINK SERVICE MCAULIFF	GENERAL FUND	SPORTS	<u>475.00</u>
			TOTAL:	475.00
NATIONAL AUTO FLEET GROUP	2023 FORD F-150 VEHICLE 1	GARAGE FUND	GARAGE	53,103.49
	2023 FORD F-150 VEHICLE 2	GARAGE FUND	GARAGE	<u>53,103.49</u>
			TOTAL:	106,206.98
NEWPORT EXTERMINATING	PEST CTRL EXTERIOR 01/24	GENERAL FUND	BUILDING MAINTENANCE	175.00
	BAIT REFILL (15) 01/24	GENERAL FUND	BUILDING MAINTENANCE	60.00
	BAIT REFILL (20) 01/24	GENERAL FUND	BUILDING MAINTENANCE	60.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	295.00
NORM'S AUTO COLLISION CENTER, INC.	CHIEF'S VEHICLE MAINTENA	GARAGE FUND	GARAGE	1,543.19
	PD 48-4 VEHICLE MAINTENAN	GARAGE FUND	GARAGE	<u>2,793.41</u>
			TOTAL:	4,336.60
NORM'S AUTOMOTIVE CENTER, INC.	PD 48-8 OIL CHANGE	GARAGE FUND	GARAGE	54.95
	PW TRUCK OIL CHANGE	GARAGE FUND	GARAGE	54.95
	PW-6 OIL CHANGE	GARAGE FUND	GARAGE	59.95
	PD 48-3 BATTERY CHANGE	GARAGE FUND	GARAGE	<u>373.75</u>
			TOTAL:	543.60
ORANGE COUNTY ANIMAL ALLIES	DESTRESS WITH DOGS	GENERAL FUND	ADMINISTRATION	<u>1,000.00</u>
			TOTAL:	1,000.00
ORANGE COUNTY HEALTH CARE AGENCY	HAZ MAT DISCLOSURE FEES	GENERAL FUND	BUILDING MAINTENANCE	<u>234.00</u>
			TOTAL:	234.00
ORANGE COUNTY TREASURER	HAZ MAT INSPECTIONS PERMIT	GENERAL FUND	BUILDING MAINTENANCE	<u>250.00</u>
			TOTAL:	250.00
PENINSULA SEPTIC SERVICE, INC.	PUMP SEPTIC TANK 01/24	GENERAL FUND	PARK MAINTENANCE	580.00
	PUMP SEPTIC TANK 02/24	GENERAL FUND	PARK MAINTENANCE	<u>580.00</u>
			TOTAL:	1,160.00
PERSONNEL CONCEPTS	PERSONNEL LABOR LAW POSTER	GENERAL FUND	ADMINISTRATION	<u>1,182.21</u>
			TOTAL:	1,182.21
PRECISION CONCRETE CUTTING	SIDEWALK INSPECTION 02/24	GENERAL FUND	STREET MAINTENANCE	<u>16,275.00</u>
			TOTAL:	16,275.00
PSI	PRESSURE WASHER	GARAGE FUND	GARAGE	<u>20,443.95</u>
			TOTAL:	20,443.95
PTS PROVIDERS INC	PAYPHONE SERVICES 03/24	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	<u>43.00</u>
			TOTAL:	43.00
QUADIENT FINANCE USA, INC	POSTAGE 02/24	GENERAL FUND	FINANCE	<u>1,250.00</u>
			TOTAL:	1,250.00
QUADIENT LEASING USA, INC	LEASE PAYMENT Q4	GENERAL FUND	FINANCE	<u>706.62</u>
			TOTAL:	706.62
RED WING BUSINESS ADVANTAGE ACCT	WORK BOOTS: BRETT CLARK	GENERAL FUND	STREET MAINTENANCE	<u>300.00</u>
			TOTAL:	300.00
ROGERS, ANDERSON, MALODY & SCOTT, LLP	AUDIT SERIVCES FY 22/23	GENERAL FUND	FINANCE	<u>17,060.00</u>
			TOTAL:	17,060.00
SCA OF CA LLC	STREET SWEEPING 01/24	GENERAL FUND	STREET MAINTENANCE	<u>9,463.99</u>
			TOTAL:	9,463.99
SDI PRESENCE LLC	SENTINEL ONE CTRL 01/24	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	390.91
	CLOUD BACKUP LICENSE 01/24	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	1,180.00
	T&M IT SUPPORT 01/24	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	2,113.75
	IT SUPPORT CONTRACT 01/24	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	<u>5,871.00</u>

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	9,555.66
SECURE - A - DOOR	PD GATE REPAIR	GENERAL FUND	BUILDING MAINTENANCE	1,348.51
			TOTAL:	1,348.51
SHAWN WALTOWER - GUAVA GROOVE	KULA A'O 'UKELELE HOKULANI	GENERAL FUND	SPECIAL CLASSES	845.00
			TOTAL:	845.00
SIMPSON CHEVROLET OF GARDEN GROVE	2024 CHEVY SUBURBAN 03/24	GARAGE FUND	GARAGE	1,858.68
			TOTAL:	1,858.68
SITEONE LANDSCAPE SUPPLY	LANDSCAPE SUPPLIES 01/24	GENERAL FUND	PARK MAINTENANCE	85.64
			TOTAL:	85.64
SOUTHERN CALIFORNIA GAS	SOCAL GAS 01/24-02/24	GENERAL FUND	BUILDING MAINTENANCE	344.83
			TOTAL:	344.83
SPARKLETTS DRINKING WATER	WATER 01/24-02/24	GENERAL FUND	BUILDING MAINTENANCE	473.06
			TOTAL:	473.06
ST. OF CALIFORNIA DEPT. OF JUSTICE	(5) FINGERPRINTING 01/24	GENERAL FUND	NON-DEPARTMENTAL	160.00
			TOTAL:	160.00
STATEWIDE TRAFFIC SAFETY & SIGNS, INC.	STREET MAINTENANCE FLOOD S	GENERAL FUND	STREET MAINTENANCE	348.19
			TOTAL:	348.19
T-MOBILE USA INC	GPS LOCATE 12/23	GENERAL FUND	INVESTIGATION	100.00
			TOTAL:	100.00
THE BANK OF NEW YORK MELLON TRUST CO.	INTEREST PAYABLE 2015 COP	LAUREL PARK DEBT S	NON-DEPARTMENTAL	59,534.38
			TOTAL:	59,534.38
THE FAMILY PLUMBER	WATER HEATER REPLACEMENT	GENERAL FUND	BUILDING MAINTENANCE	5,700.00
			TOTAL:	5,700.00
TRACY MILLER CONSULTING, INC.	COMMUNICATION CONSULT 01/24	GENERAL FUND	ADMINISTRATION	5,500.00
	COMMUNICATION CONSULT 02/24	GENERAL FUND	ADMINISTRATION	5,500.00
			TOTAL:	11,000.00
TRUTH BE TOLD POLYGRAPH, LLC	1 PRE-EMPLOYMENT POLYGRAPH	GENERAL FUND	NON-DEPARTMENTAL	250.00
			TOTAL:	250.00
TeamAlert	PANIC BUTTON	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,441.00
			TOTAL:	1,441.00
ULINE, INC.	STREET MAINTENANCE STRIPIN	GENERAL FUND	BUILDING MAINTENANCE	457.04
	4 DRUM SPILL CONT PALLET	GENERAL FUND	BUILDING MAINTENANCE	603.51
			TOTAL:	1,060.55
UNDERGROUND SERVICE ALERT OF SO CAL	MONTHLY DATABASE 02/24	GENERAL FUND	STREET MAINTENANCE	43.25
			TOTAL:	43.25
V & V MANUFACTURING, INC.	BADGE 253	GENERAL FUND	PATROL	134.25
	BADGES 211,232,220	GENERAL FUND	PATROL	448.73
			TOTAL:	582.98

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
VCA LAKEWOOD ANIMAL HOSPITAL #111	K-9 EMERGENCY EXAM	GENERAL FUND	PATROL	848.47
			TOTAL:	848.47
VERIZON	VEHICLE TRACKING 12/23	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	37.90
	VEHICLE TRACKING 01/24	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	170.55
	VEHICLE TRACKING 10/23	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	37.90
	VEHICLE TRACKING 11/23	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	37.90
			TOTAL:	284.25
VERIZON WIRELESS	MDC 1-8 02/24	GENERAL FUND	PATROL	306.08
	PD JETPACKS 02/24	GENERAL FUND	PATROL	76.02
	CELLPHONES (20) 02/24	GENERAL FUND	PATROL	835.60
	ID READERS (3) 02/24	GENERAL FUND	PATROL	124.59
	4GLTE SIM (3) 02/24	GENERAL FUND	PATROL	135.06
	CHIEF'S CELLPHONE 02/24	GENERAL FUND	PATROL	41.53
	TRIAL MDCS 02/24	GENERAL FUND	PATROL	40.01
	DETECTIVE PHONES (4) 02/24	GENERAL FUND	INVESTIGATION	166.12
	CLO PHONE 02/24	GENERAL FUND	COMMUNITY OUTREACH	41.53
	EMERGENCY PREP PHONES 02/24	GENERAL FUND	EMERGENCY PREPAREDNESS	166.37
	ADMIN PHONES 02/24	GENERAL FUND	COMMUNITY DEVEL ADMIN	180.08
	CITY PHONES (6) 02/24	GENERAL FUND	COMMUNITY DEVEL ADMIN	267.88
	COMM DEV PHONES 02/24	GENERAL FUND	NEIGHBORHOOD PRESERVAT	249.63
	PW PHONES 02/24	GENERAL FUND	STREET MAINTENANCE	205.06
	CITY PHONE 02/24	GENERAL FUND	STREET MAINTENANCE	41.53
			TOTAL:	2,877.09
WEST COAST ARBORISTS, INC.	TREE MAINTENANCE PLANT (15)	GENERAL FUND	PARK MAINTENANCE	369.00
			TOTAL:	369.00
WILLDAN ENGINEERING	REISSUE:TRAFFIC ENGINEER	GENERAL FUND	CITY ENGINEER	4,627.00
	REISSUE:PLAN CHECK	GENERAL FUND	CITY ENGINEER	3,478.00
	REISSUE:CITY ENGINEER	GENERAL FUND	CITY ENGINEER	14,376.00
	REISSUE:PLAN CHECKING	GENERAL FUND	CITY ENGINEER	14,274.00
	REISSUE:LANDSCAPE MEDIAN C	GENERAL FUND	CITY ENGINEER	2,398.00
	REISSUE:LANDSCAPE MEDIAN C	GENERAL FUND	CITY ENGINEER	10,100.00
	REISSUE:BLOOMFIELD PMRF	GAS TAX	CAPITAL PROJECTS	432.00
	REISSUE:BRIGGEMAN STREET W	TRAFFIC IMPROVEMEN	CAPITAL PROJECTS	973.25
	REISSUE:COMM CTR ROOF PROJ	FACILITY CAPITAL E	CAPITAL PROJECTS	3,040.00
	REISSUE:COMM CTR ROOF PROJ	FACILITY CAPITAL E	CAPITAL PROJECTS	2,093.00
			TOTAL:	55,791.25
WOODRUFF & SMART, APC	GENERAL SERVICES 01/24	GENERAL FUND	CITY ATTORNEY	13,190.10
	LITIGATION SERVICES 01/24	GENERAL FUND	CITY ATTORNEY	10,354.98
	PROSECUTOR SERVICES 01/24	GENERAL FUND	CITY ATTORNEY	3,536.00
			TOTAL:	27,081.08
WORLD TRADE PRINTING COMPANY	CITY NEWS SECTION BROCHURE	GENERAL FUND	ADMINISTRATION	1,468.13
	SPRING 24 RECREATION BROC	GENERAL FUND	RECREATION ADMINISTRAT	8,672.81
			TOTAL:	10,140.94

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
===== FUND TOTALS =====				
10	GENERAL FUND	434,716.62		
19	C.D.B.G	13,522.50		
20	GAS TAX	432.00		
27	ASSET SEIZURE	1,647.00		
31	LAUREL PARK DEBT SERVICE	59,534.38		
44	TRAFFIC IMPROVEMENT	973.25		
50	GARAGE FUND	154,755.01		
52	FACILITY CAPITAL EXPENSES	5,133.00		
53	TECHNOLOGY REPLACEMENT	9,882.91		
54	SELF INSURANCE TRUST	435.00		
99	POOL CLEARING FUND	230.76		

GRAND TOTAL:		681,262.43		

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
316 ENGINEERING & CONSTRUCTION INC	REISSUE:EMERGENCY WORK 365	GENERAL FUND	STREET MAINTENANCE	11,938.00
	REISSUE:WAREHOUSE RACK REM	GENERAL FUND	BUILDING MAINTENANCE	<u>2,962.00</u>
	TOTAL:			14,900.00
A&E PAINTING COMPANY	MUSEUM PAINTING	GENERAL FUND	BUILDING MAINTENANCE	<u>1,065.00</u>
	TOTAL:			1,065.00
ADLERHORST INTERNATIONAL LLC	K-9 SUPPLIES	GENERAL FUND	PATROL	<u>328.64</u>
	TOTAL:			328.64
ADMINSURE	WORKER'S COMP CLAIM 02/24	SELF INSURANCE TRU	INSURANCE	<u>411.94</u>
	TOTAL:			411.94
AGILE OCCUPATIONAL MEDICINE PC	PRE-EMPLOYMENT PHYSICAL (3	GENERAL FUND	NON-DEPARTMENTAL	<u>190.00</u>
	TOTAL:			190.00
ALEX MACIAS BAG TRAINING LLC	BASIC DOG OBEDIENCE	GENERAL FUND	SPECIAL CLASSES	<u>802.75</u>
	TOTAL:			802.75
ALL CITY MANAGEMENT SERVICES	CROSSING GUARDS 02/24	GENERAL FUND	TRAFFIC	6,771.04
	CROSSING GUARDS 02-03/24	GENERAL FUND	TRAFFIC	<u>4,105.68</u>
	TOTAL:			10,876.72
AMERICAN RENTALS	SIDEWALK REPAIR 4612 GREEN	GENERAL FUND	STREET MAINTENANCE	<u>929.65</u>
	TOTAL:			929.65
ARAMARK	PW STAFF UNIFORMS 02/24	GENERAL FUND	STREET MAINTENANCE	<u>58.20</u>
	TOTAL:			58.20
ARCHI.TXTURE LLC	CITY HALL 2 FURNITURE	GENERAL FUND	BUILDING MAINTENANCE	12,708.53
	CITY HALL 2 FURNITURE	GENERAL FUND	BUILDING MAINTENANCE	<u>2,743.31</u>
	TOTAL:			15,451.84
BARBARA BANNERMAN	YOGA WITH BARBARA 01/30	GENERAL FUND	SPECIAL CLASSES	19.50
	YOGA WITH BARBARA 02/27	GENERAL FUND	SPECIAL CLASSES	<u>19.50</u>
	TOTAL:			39.00
BASE HILL INC	JANITORIAL SERVICES 02/24	GENERAL FUND	BUILDING MAINTENANCE	<u>5,809.99</u>
	TOTAL:			5,809.99
BORDIN SEMMER, LLP	KEENAN & ASSOC VS LOS AL #	SELF INSURANCE TRU	INSURANCE	<u>11,002.35</u>
	TOTAL:			11,002.35
CALIFORNIA FORENSIC PHLEBOTOMY, INC.	1 BLOOD DRAW 02/24	GENERAL FUND	PATROL	<u>147.00</u>
	TOTAL:			147.00
CARRI FOX	LINE DANCE DROP IN 01/31	GENERAL FUND	SPECIAL CLASSES	33.60
	LINE DANCE DROP IN 02/07	GENERAL FUND	SPECIAL CLASSES	33.60
	LINE DANCE DROP IN 02/14	GENERAL FUND	SPECIAL CLASSES	37.80
	LINE DANCE DROP IN 02/28	GENERAL FUND	SPECIAL CLASSES	25.20
	LINE DANCE DROP IN 03/06	GENERAL FUND	SPECIAL CLASSES	<u>33.60</u>
	TOTAL:			163.80
CHARTER COMMUNICATIONS / SPECTRUM ENTE	INTERNET YTH CTR 02/24	GENERAL FUND	ADMINISTRATION	515.97
	INTERNET CITYHALL 02/24	GENERAL FUND	ADMINISTRATION	<u>1,734.00</u>
	TOTAL:			2,249.97

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CHELSEI WILSON	COMPUTER LOAN	GENERAL FUND	NON-DEPARTMENTAL	<u>1,561.77</u>
			TOTAL:	1,561.77
CHERYL J. SCHNITZER	BEG/INT LINE DANCE 01/29	GENERAL FUND	SPECIAL CLASSES	29.25
	BEG/INT LINE DANCE 02/12	GENERAL FUND	SPECIAL CLASSES	9.75
	BEG/INT LINE DANCE 03/04	GENERAL FUND	SPECIAL CLASSES	9.75
	BEG/INT LINE DANCE 02/26	GENERAL FUND	SPECIAL CLASSES	<u>58.50</u>
			TOTAL:	107.25
CITY OF CYPRESS	WEST-COMM JPA 4TH INSTALLM	GENERAL FUND	COMMUNICATIONS TECHNOL	<u>116,204.78</u>
			TOTAL:	116,204.78
COLE PRO MEDIA, LLC	ADVISING SERVICES 03/24	GENERAL FUND	NON-DEPARTMENTAL	<u>3,000.00</u>
			TOTAL:	3,000.00
COLORADO FAMILY SUPPORT REGISTRY	ID# 12634200	POOL CLEARING FUND	NON-DEPARTMENTAL	<u>230.76</u>
			TOTAL:	230.76
COUNTY OF ORANGE TREASURER-TAX	OC FINGERPRINT AFIS 03/24	GENERAL FUND	COMMUNICATIONS TECHNOL	<u>431.00</u>
			TOTAL:	431.00
CPRS DISTRICT 10	CPRS DISTRICT 10 BANQUET	GENERAL FUND	RECREATION ADMINISTRAT	<u>1,740.00</u>
			TOTAL:	1,740.00
CROSSTOWN ELECTRICAL & DATA, INC.	PREVENTATIVE MAINT 02/24	GENERAL FUND	STREET MAINTENANCE	<u>1,228.50</u>
			TOTAL:	1,228.50
DARSHINI AITHAL	WATERCOLOR PAINTING	GENERAL FUND	SPECIAL CLASSES	<u>185.90</u>
			TOTAL:	185.90
DIANA C. PEREZ	LEARN AND GROW PLAYGROUP	GENERAL FUND	SPECIAL CLASSES	432.25
	SHAPING IT UP WITH ABC'S &	GENERAL FUND	SPECIAL CLASSES	<u>523.25</u>
			TOTAL:	955.50
EMELINE NODA	TRAVEL REIMBURSEMENT	GENERAL FUND	RECREATION ADMINISTRAT	<u>644.17</u>
			TOTAL:	644.17
FEDEX	DNA TO DOJ	GENERAL FUND	RECORDS	<u>47.72</u>
			TOTAL:	47.72
FIELD TIME TARGET AND TRAINING	RANGE RENTAL 02/24	GENERAL FUND	PATROL	<u>500.00</u>
			TOTAL:	500.00
FLOCK GROUP INC.	YEAR RENEWAL CAMERA	POLICE CAPITAL EXP	COMMUNICATIONS TECHNOL	<u>27,705.21</u>
			TOTAL:	27,705.21
FRONTIER COMMUNICATIONS	JAIL ALARM 03/24	GENERAL FUND	COMMUNICATIONS TECHNOL	<u>403.77</u>
			TOTAL:	403.77
GALLS LLC	POLICE AIDE UNIFORMS:HOOPA	GENERAL FUND	RECORDS	139.25
	POLICE AIDE UNIFORMS:WOGU	GENERAL FUND	TRAFFIC	231.94
	POLICE AIDE UNIFORMS:WOGU	GENERAL FUND	TRAFFIC	87.73
	VIP UNIFORMS:MURPHY	GENERAL FUND	EMERGENCY PREPAREDNESS	25.14
	VIP UNIFORMS:GARDNER	GENERAL FUND	EMERGENCY PREPAREDNESS	<u>25.14</u>
			TOTAL:	509.20

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
GARY SALDIVAR	INSURANCE PREMIUM REFUND	GENERAL FUND	NON-DEPARTMENTAL	389.50
			TOTAL:	389.50
GEORGE HILLS COMPANY, INC.	SERVICE FLAT FEE 03/24	GENERAL FUND	ADMINISTRATION	1,291.67
			TOTAL:	1,291.67
GM FINANCIAL	2024 CHEVY SUBURBAN #2	GARAGE FUND	GARAGE	1,858.68
	2022 CHEVY TAHOE #21	GARAGE FUND	GARAGE	1,159.21
			TOTAL:	3,017.89
GOLDEN STATE WATER COMPANY	GOLDEN STATE WATER 02/24	GENERAL FUND	STREET MAINTENANCE	5,276.72
	GOLDEN STATE WATER 02/24	GENERAL FUND	PARK MAINTENANCE	3,087.32
	GOLDEN STATE WATER 02/24	GENERAL FUND	PARK MAINTENANCE	707.99
	GOLDEN STATE WATER 02/24	GENERAL FUND	BUILDING MAINTENANCE	725.38
			TOTAL:	9,797.41
HINDERLITER, DE LLAMAS & ASSOCIATES	Q3 CONTRACT SERVICES SALES	GENERAL FUND	FINANCE	990.28
	Q3 CONTRACT SERVICES TRANS	GENERAL FUND	FINANCE	629.00
			TOTAL:	1,619.28
HORSEMEN INC	BACKGROUND FOR GARDNER	GENERAL FUND	NON-DEPARTMENTAL	800.00
	BACKGROUND FOR MURPHY	GENERAL FUND	NON-DEPARTMENTAL	800.00
	BACKGROUND FOR CHARLAND	GENERAL FUND	NON-DEPARTMENTAL	800.00
			TOTAL:	2,400.00
INNABI LAW GROUP AND LORI GARDNER	CLAIM SETTLEMENT	SELF INSURANCE TRU	INSURANCE	1,450,000.00
			TOTAL:	1,450,000.00
INTERCARE HOLDING INSURANCE SERVICES	CONTRACT ADMIN FEE 03/24	GENERAL FUND	ADMINISTRATION	1,181.95
			TOTAL:	1,181.95
JARED E. LLOYD	HCE DROP IN 01/25	GENERAL FUND	SPORTS	224.00
	HCE DROP IN 01/30	GENERAL FUND	SPORTS	192.00
	HCE DROP IN 02/04	GENERAL FUND	SPORTS	80.00
	HCE DROP IN 01/28	GENERAL FUND	SPORTS	64.00
	HCE DROP IN 02/01	GENERAL FUND	SPORTS	224.00
	HCE DROP IN 02/06	GENERAL FUND	SPORTS	160.00
	HCE DROP IN 02/11	GENERAL FUND	SPORTS	80.00
	HCE DROP IN 02/08	GENERAL FUND	SPORTS	192.00
	HCE DROP IN 02/13	GENERAL FUND	SPORTS	208.00
	HCE DROP IN 02/18	GENERAL FUND	SPORTS	32.00
	HCE DROP IN 02/15	GENERAL FUND	SPORTS	144.00
	HCE DROP IN 03/03	GENERAL FUND	SPORTS	16.00
	HCE DROP IN 03/05	GENERAL FUND	SPORTS	16.00
	HCE DROP IN 03/05	GENERAL FUND	SPORTS	144.00
	HCE BALL HANDLING & SHOOTI	GENERAL FUND	SPORTS	280.00
	HCE TRIPLE BUNDLE	GENERAL FUND	SPORTS	217.60
	HCE ATTACK SERIES	GENERAL FUND	SPORTS	123.00
	HCE BALLHANDLING	GENERAL FUND	SPORTS	40.00
	HCE TRAVEL BALL	GENERAL FUND	SPORTS	1,366.02
			TOTAL:	3,802.62
K&S AIR CONDITIONING, INC.	BI-ANNUAL MAINTENANCE	GENERAL FUND	BUILDING MAINTENANCE	5,014.24
			TOTAL:	5,014.24
KEENAN & ASSOCIATES C/O MICHAEL SULLIV	CLAIM SETTLEMENT	SELF INSURANCE TRU	INSURANCE	50,000.00

VENDOR NAME		DESCRIPTION	FUND	DEPARTMENT	AMOUNT
TOTAL:					50,000.00
KONICA MINOLTA		PD COPIER LEASE 03/24	GENERAL FUND	POLICE ADMINISTRATION	211.00
TOTAL:					211.00
KONICA MINOLTA BUSINESS SOLUTIONS U.S.		PD COPIER MAINT 02/24	GENERAL FUND	POLICE ADMINISTRATION	249.99
TOTAL:					249.99
KONICA MINOLTA PREMIER FINANCE		COPIER LEASE 03-04/24	GENERAL FUND	FINANCE	1,048.46
TOTAL:					1,048.46
LOS ALAMITOS AREA CHAMBER OF COMMERCE		MURPHY MARCH BREAKFAST	GENERAL FUND	CITY COUNCIL	30.00
		BOOTHE MARCH BREAKFAST	GENERAL FUND	ECONOMIC DEVELOPMENT	30.00
TOTAL:					60.00
LOS ALTOS TROPHY		GALLAUGHER COUNCIL NAME PL	GENERAL FUND	CITY COUNCIL	18.35
TOTAL:					18.35
MANHATTAN STITCHING COMPANY, INC.		BOMBER JACKETS EMBROIDERY	GENERAL FUND	ADMINISTRATION	1,002.08
TOTAL:					1,002.08
MARY ANN REMNET		BOOMERS TO ZOOMERS 02/12	GENERAL FUND	SPECIAL CLASSES	9.75
		BOOMERS TO ZOOMERS 03/04	GENERAL FUND	SPECIAL CLASSES	9.75
TOTAL:					19.50
MCKENZIE RICKS		SUGAR COOKIE DECORATING	GENERAL FUND	SPECIAL CLASSES	499.20
		SUGAR COOKIE DECORATING	GENERAL FUND	SPECIAL CLASSES	752.05
TOTAL:					1,251.25
MCLEAN ENTERPRISES, INC.		BUSINESS CARDS:ARIANA ENCI	GENERAL FUND	ADMINISTRATION	54.63
		BUSINESS CARDS:ESPINOZA &	GENERAL FUND	PATROL	177.42
		BUSINESS CARDS:RODRIGUEZ	GENERAL FUND	PATROL	88.71
		LABOURDETTE PARK METAL SIG	GENERAL FUND	COMMUNITY DEVEL ADMIN	349.60
		EVENT WAIVER SIGN SUPPLIES	GENERAL FUND	SPECIAL EVENTS	22.94
		WEEKEND OF ART SUPPLIES	GENERAL FUND	SPECIAL EVENTS	54.63
		WEEKEND OF ART SUPPLIES	GENERAL FUND	SPECIAL EVENTS	196.65
TOTAL:					944.58
MIKE RAAHAUGES SHOOTING ENTERPRISES		PISTOL RANGE USAGE 02/24	GENERAL FUND	PATROL	75.00
TOTAL:					75.00
MISC. VENDOR	ASIA MACIAS	ASIA MACIAS:REFUND	GENERAL FUND	NON-DEPARTMENTAL	105.55
	BRAD SOREM	BRAD SOREM:REFUND	GENERAL FUND	NON-DEPARTMENTAL	242.55
	CAROL HANAKI	CAROL HANAKI:REFUND	GENERAL FUND	NON-DEPARTMENTAL	130.00
	CAROL HANAKI	CAROL HANAKI:REFUND	GENERAL FUND	NON-DEPARTMENTAL	8.00
	LORIANN LEOTA	LORIANN LEOTA:REFUND	GENERAL FUND	NON-DEPARTMENTAL	13.60
	ALIX ANDERSON	MILEAGE REIMBURSEMENT	GENERAL FUND	RECREATION ADMINISTRAT	139.36
TOTAL:					639.06
MV CHENG ASSOCIATES, INC.		INTERIM FINANCE MGR 02/24	GENERAL FUND	FINANCE	12,160.00
TOTAL:					12,160.00
NORM'S AUTO COLLISION CENTER, INC.		RECREATION VAN BUMPER VEHI	GARAGE FUND	GARAGE	1,277.64
TOTAL:					1,277.64
PETTY CASH		CASSIDY MILEAGE REIMBURSE	GENERAL FUND	NON-DEPARTMENTAL	5.90

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	DINE & DOUGH HOUSE SUPPLIE	GENERAL FUND	NON-DEPARTMENTAL	64.18
	ADAPTIVE RECREATION	GENERAL FUND	NON-DEPARTMENTAL	53.97
	ADAPTIVE RECREATION	GENERAL FUND	NON-DEPARTMENTAL	27.66
	ADAPTIVE RECREATION	GENERAL FUND	NON-DEPARTMENTAL	6.99
	DINE & DOUGH HOUSE SUPPLIE	GENERAL FUND	NON-DEPARTMENTAL	33.92
	DINE & DOUGH HOUSE SUPPLIE	GENERAL FUND	NON-DEPARTMENTAL	66.77
	SPORTS LAUNDRY	GENERAL FUND	SPORTS	20.00
	CONTRACT CLASSES SNACKS	GENERAL FUND	SPECIAL CLASSES	11.98
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	77.94
	SPECIAL EVENTS SUPPLIES	GENERAL FUND	SPECIAL EVENTS	52.19
	SPECIAL EVENTS SUPPLIES	GENERAL FUND	SPECIAL EVENTS	<u>65.22</u>
			TOTAL:	486.72
PUBLIC AGENCY RETIREMENT SERVICES AND	PAYMENT 3 PARS TRUST	GENERAL FUND	NON-DEPARTMENTAL	<u>50,000.00</u>
			TOTAL:	50,000.00
REDFLEX TRAFFIC SYSTEMS, INC.	RED LIGHT CAMERAS 02/24	GENERAL FUND	TRAFFIC	<u>10,887.54</u>
			TOTAL:	10,887.54
RK SPORTS LLC	SOCCER & T-BALL COMBO SPOR	GENERAL FUND	SPECIAL CLASSES	1,283.10
	8-SPORT MULTI SPORTBALL	GENERAL FUND	SPECIAL CLASSES	<u>821.60</u>
			TOTAL:	2,104.70
S & S FITNESS	POST PHYSICAL ABILITIES TE	GENERAL FUND	NON-DEPARTMENTAL	<u>500.00</u>
			TOTAL:	500.00
SONSRAY MACHINERY	SERVICE REPAIR BACKHOE	GARAGE FUND	GARAGE	3,250.00
	SERVICE REPAIR BACKHOE	GARAGE FUND	GARAGE	<u>883.00</u>
			TOTAL:	4,133.00
SOUTHERN CALIFORNIA EDISON	SIGNALS/ST LIGHTS 01/24	GENERAL FUND	STREET MAINTENANCE	18,357.78
	PARKS 01/24	GENERAL FUND	PARK MAINTENANCE	258.01
	MCAULIFFE PARK 01/24	GENERAL FUND	PARK MAINTENANCE	68.76
	PUMP STATIONS 01/24	GENERAL FUND	BUILDING MAINTENANCE	660.21
	CITY HALL 01/24	GENERAL FUND	BUILDING MAINTENANCE	2,015.86
	POLICE STATION 01/24	GENERAL FUND	BUILDING MAINTENANCE	<u>4,743.43</u>
			TOTAL:	26,104.05
ST. OF CALIFORNIA DEPT. OF JUSTICE	9 LIVESCAPS 02/24	GENERAL FUND	NON-DEPARTMENTAL	<u>322.00</u>
			TOTAL:	322.00
THE COUNSELING TEAM INTERNATIONAL	CONTRACT SERVICES 03/24	GENERAL FUND	POLICE ADMINISTRATION	<u>1,100.00</u>
			TOTAL:	1,100.00
THOMSON REUTERS - WEST	ONLINE SOFTWARE 02/24	GENERAL FUND	INVESTIGATION	<u>358.79</u>
			TOTAL:	358.79
TOWNSEND PUBLIC AFFAIRS, INC.	CONSULTING SERVICES 03/24	GENERAL FUND	ADMINISTRATION	4,000.00
	GRANT WRITING 03/24	GENERAL FUND	ADMINISTRATION	<u>2,000.00</u>
			TOTAL:	6,000.00
U.S. BANK	DINE & DOUGH HOUSE SUPPLIE	GENERAL FUND	NON-DEPARTMENTAL	81.95
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	71.23
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	113.00
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	175.74
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	28.74

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	15.98
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	75.55
	SENIOR CLUB BOARD THANK YO	GENERAL FUND	NON-DEPARTMENTAL	60.00
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	125.00
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	167.46
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	41.87
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	147.33
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	42.71
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	60.64
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	3.49
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	125.00
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	30.09
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	174.75
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	39.28
	DINE & DOUGH PROGRAM	GENERAL FUND	NON-DEPARTMENTAL	17.58
	REFUND:ADAPTED RECREATION	GENERAL FUND	NON-DEPARTMENTAL	54.56-
	DINE & DOUGH	GENERAL FUND	NON-DEPARTMENTAL	27.95
	NEFULDA LOCC CONFERENCE	GENERAL FUND	CITY COUNCIL	650.00
	NEFULDA LOCC MAYOR'S ACADE	GENERAL FUND	CITY COUNCIL	854.44
	HASSELBRINK HOLLYWOOD GALA	GENERAL FUND	CITY COUNCIL	150.00
	MURPHY OC REGISTER SUBSCRI	GENERAL FUND	CITY COUNCIL	18.00
	MURPHY & GUEST AMERICANA A	GENERAL FUND	CITY COUNCIL	600.00
	MURPHY FUTURE LEADERS LUNC	GENERAL FUND	CITY COUNCIL	100.00
	DOBY LOCC DIVISION MTG	GENERAL FUND	CITY COUNCIL	30.00
	NEFULDA AMERICANA AWARDS G	GENERAL FUND	CITY COUNCIL	300.00
	MURPHY AFFAIR OF THE HEART	GENERAL FUND	CITY COUNCIL	150.00
	COUNCIL MTG DINNER 02/24	GENERAL FUND	CITY COUNCIL	109.27
	FRUIT FOR EXECUTIVE MTG	GENERAL FUND	ADMINISTRATION	45.86
	FILE FOLDERS FOR ADMIN	GENERAL FUND	ADMINISTRATION	281.26
	MONTHLY SUBSCRIPTION ILLUS	GENERAL FUND	ADMINISTRATION	59.98
	MONTHLY SUBSCRIPTION OCREG	GENERAL FUND	ADMINISTRATION	26.00
	LC&W LABOR LAW CONFERENCE	GENERAL FUND	ADMINISTRATION	183.27
	LC&W LABOR LAW CONFERENCE	GENERAL FUND	ADMINISTRATION	169.57
	LC&W LABOR LAW CONFERENCE	GENERAL FUND	ADMINISTRATION	80.00
	LC&W LABOR LAW CONFERENCE	GENERAL FUND	ADMINISTRATION	49.00
	LC&W LABOR LAW CONFERENCE	GENERAL FUND	ADMINISTRATION	493.96
	BELT FOR EMPLOYEE OF THE Q	GENERAL FUND	ADMINISTRATION	217.42
	LABOR LAW POSTERS 2024	GENERAL FUND	ADMINISTRATION	224.40
	LC&W LABOR LAW CONFERENCE	GENERAL FUND	ADMINISTRATION	12.95
	IIMC WEBINAR TRAINING	GENERAL FUND	ADMINISTRATION	60.00
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	136.65
	RETURN: OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	30.20-
	CITY MGR HOLLYWOOD GALA	GENERAL FUND	ADMINISTRATION	154.50
	EXECUTIVE STAFF MTG BREAKF	GENERAL FUND	ADMINISTRATION	195.41
	CITY MGR CONFERENCE HOTEL	GENERAL FUND	ADMINISTRATION	333.89
	SUPPLIES	GENERAL FUND	ADMINISTRATION	28.63
	SUPPLIES	GENERAL FUND	ADMINISTRATION	6.89
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	52.41
	MUNICIPAL CODE BOOKS POSTA	GENERAL FUND	ADMINISTRATION	92.00
	CITY MGR SNACK RESTOCK	GENERAL FUND	ADMINISTRATION	31.54
	CITY MGR & GUEST PRECIOUS	GENERAL FUND	ADMINISTRATION	309.00
	SUPPLIES	GENERAL FUND	FINANCE	23.72
	SUPPLIES	GENERAL FUND	FINANCE	60.56
	SUPPLIES	GENERAL FUND	FINANCE	21.72
	CONTRACT SERVICES	GENERAL FUND	FINANCE	30.60
	SUPPLIES	GENERAL FUND	FINANCE	95.38

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	DUES & SUBSCRIPTIONS	GENERAL FUND	FINANCE	10.00
	DUES & SUBSCRIPTIONS	GENERAL FUND	FINANCE	14.99
	DUES & SUBSCRIPTIONS	GENERAL FUND	FINANCE	1.99
	DUES & SUBSCRIPTIONS	GENERAL FUND	FINANCE	0.99
	SUPPLIES	GENERAL FUND	FINANCE	920.81
	TRAVEL AND TRAINING	GENERAL FUND	FINANCE	599.00
	SUPPLIES	GENERAL FUND	FINANCE	480.78
	SUPPLIES	GENERAL FUND	FINANCE	51.90
	ADMIN CAR WASH	GENERAL FUND	POLICE ADMINISTRATION	25.00
	WINDOW TINT ADMIN VEHICLE	GENERAL FUND	POLICE ADMINISTRATION	295.11
	WINDOW TINT ADMIN VEHICLE	GENERAL FUND	POLICE ADMINISTRATION	247.51
	MEAL/TRAINING	GENERAL FUND	POLICE ADMINISTRATION	26.82
	MEAL/TRAINING	GENERAL FUND	POLICE ADMINISTRATION	33.32
	ORAL PANEL LUNCH	GENERAL FUND	POLICE ADMINISTRATION	55.37
	MONTHLY FEE	GENERAL FUND	POLICE ADMINISTRATION	16.38
	MONTHLY MEMBERSHIP	GENERAL FUND	POLICE ADMINISTRATION	44.00
	REMOTES FOR PD GATE	GENERAL FUND	POLICE ADMINISTRATION	75.90
	SHIPPING CHARGES	GENERAL FUND	POLICE ADMINISTRATION	5.10
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	16.18
	MONTHLY CAR WASHES	GENERAL FUND	POLICE ADMINISTRATION	128.00
	CREDIT FOR TRAINING	GENERAL FUND	POLICE ADMINISTRATION	157.50-
	CREDIT FOR TRAINING	GENERAL FUND	POLICE ADMINISTRATION	157.50-
	TRAINING MEETING	GENERAL FUND	POLICE ADMINISTRATION	59.11
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	9.50
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	12.01
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	124.38
	CREDIT FOR PD REMOTES	GENERAL FUND	POLICE ADMINISTRATION	75.90-
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	372.60
	REMOTE FOR PD GATES	GENERAL FUND	POLICE ADMINISTRATION	107.35
	WLE TRAINING REGISTRATION	GENERAL FUND	POLICE ADMINISTRATION	700.00
	TABLECLOTHS	GENERAL FUND	POLICE ADMINISTRATION	10.00
	CREDIT FOR OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	68.16-
	CREDIT FOR OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	78.76-
	CLABORN & GUEST PRECIOUS L	GENERAL FUND	POLICE ADMINISTRATION	309.00
	ADV SOCIAL MEDIA	GENERAL FUND	PATROL	449.00
	DRIVER TRAINING (PSP)	GENERAL FUND	PATROL	525.00
	K-9 MGMT COURSE	GENERAL FUND	PATROL	621.00
	FTO TRAINING	GENERAL FUND	PATROL	250.00
	K-9 SUPPLIES	GENERAL FUND	PATROL	118.72
	K-9 APP	GENERAL FUND	PATROL	140.00
	RECRUIT PT UNIFORMS	GENERAL FUND	PATROL	628.80
	KITCHEN SUPPLIES	GENERAL FUND	PATROL	254.97
	OFFICE SUPPLIES	GENERAL FUND	PATROL	51.27
	K-9 SUPPLIES	GENERAL FUND	PATROL	114.51
	KITCHEN SUPPLIES	GENERAL FUND	PATROL	170.07
	OFFICE SUPPLIES	GENERAL FUND	PATROL	15.48
	CREDIT FOR OFFICE SUPPLIES	GENERAL FUND	PATROL	27.30-
	OFFICE SUPPLIES	GENERAL FUND	PATROL	19.88
	K-9 SUPPLIES	GENERAL FUND	PATROL	114.51
	OFFICE SUPPLIES	GENERAL FUND	PATROL	19.79
	OFFICE SUPPLIES	GENERAL FUND	PATROL	10.10
	AQUATIC UNIFORMS	GENERAL FUND	PATROL	175.00
	K-9 MEDICAL	GENERAL FUND	PATROL	1,247.93
	CREDIT FOR K-9 MEDICAL	GENERAL FUND	PATROL	399.46-
	RIFLE COURSE	GENERAL FUND	INVESTIGATION	90.00
	AR-15 COURSE	GENERAL FUND	INVESTIGATION	388.00

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	ARMORER COURSE	GENERAL FUND	INVESTIGATION	195.00
	RIFLE INSTRUCTOR COURSE	GENERAL FUND	INVESTIGATION	1,500.00
	YEARLY MEMBERSHIP	GENERAL FUND	INVESTIGATION	100.00
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	27.98
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	89.23
	MONTHLY SUBSCRIPTION	GENERAL FUND	RECORDS	8.70
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	42.84
	YEARLY MEMBERSHIP	GENERAL FUND	RECORDS	50.00
	YEARLY MEMBERSHIP	GENERAL FUND	RECORDS	50.00
	OFFICE SUPPLIES	GENERAL FUND	TRAFFIC	67.71
	PW SUPERVISOR PHONE STORAG	GENERAL FUND	COMMUNITY DEVEL ADMIN	9.99
	COMMISSION DINNER GIVEAWAY	GENERAL FUND	COMMUNITY DEVEL ADMIN	646.00
	COMMISSION DINNER GIVEAWAY	GENERAL FUND	COMMUNITY DEVEL ADMIN	85.00
	COMMISSION DINNER DESSERTS	GENERAL FUND	COMMUNITY DEVEL ADMIN	54.76
	COMMISSION DINNER DESSERTS	GENERAL FUND	COMMUNITY DEVEL ADMIN	49.99
	COMMISSION DINNER GIFT CAR	GENERAL FUND	COMMUNITY DEVEL ADMIN	105.00
	COMMISSION DINNER PLASTIC	GENERAL FUND	COMMUNITY DEVEL ADMIN	55.56
	COMMISSION DINNER DEPOSIT	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,046.63
	COMMISSION DINNER DESSERTS	GENERAL FUND	COMMUNITY DEVEL ADMIN	50.94
	COMMISSION DINNER CENTERPI	GENERAL FUND	COMMUNITY DEVEL ADMIN	323.12
	ADVERTISING ROSSMOOR LIVIN	GENERAL FUND	COMMUNITY DEVEL ADMIN	825.00
	OUTGOING COMMISSIONER PLAQ	GENERAL FUND	COMMUNITY DEVEL ADMIN	208.63
	YOUTUBE SUBSCRIPTION	GENERAL FUND	COMMUNITY DEVEL ADMIN	72.99
	DOCUMENT HOLDER	GENERAL FUND	COMMUNITY DEVEL ADMIN	20.28
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	67.64
	COMMISSIONER DINNER	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,046.63
	CONFERENCE HOTEL STAY	GENERAL FUND	COMMUNITY DEVEL ADMIN	523.42
	CONFERENCE HOTEL STAY	GENERAL FUND	COMMUNITY DEVEL ADMIN	6.57
	MEMORY CARD FOR CAMERA	GENERAL FUND	COMMUNITY DEVEL ADMIN	24.49
	COMMISSIONER DINNER VENUE	GENERAL FUND	COMMUNITY DEVEL ADMIN	383.50
	MEMORY CARD READER FOR CAM	GENERAL FUND	COMMUNITY DEVEL ADMIN	53.96
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	96.72
	BREAKROOM SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	325.17
	COMMISSION DINNER SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	103.69
	NEW COMMISSIONER NAME PLAT	GENERAL FUND	COMMUNITY DEVEL ADMIN	108.81
	CAMERA MEMORY CARD ADAPTOR	GENERAL FUND	COMMUNITY DEVEL ADMIN	27.40
	FEBRUARY/MARCH BIRTHDAY TR	GENERAL FUND	COMMUNITY DEVEL ADMIN	6.50
	INTERVIEW PANEL - LUNCH	GENERAL FUND	COMMUNITY DEVEL ADMIN	34.81
	STORAGE BINS	GENERAL FUND	COMMUNITY DEVEL ADMIN	60.90
	INVOICE STAMPS	GENERAL FUND	COMMUNITY DEVEL ADMIN	233.70
	LUNCH FOR PW INTERVIEW PAN	GENERAL FUND	COMMUNITY DEVEL ADMIN	34.25
	BANKER BOXES BLDG & SAFETY	GENERAL FUND	COMMUNITY DEVEL ADMIN	76.46
	PLANNING FILE CABINET	GENERAL FUND	COMMUNITY DEVEL ADMIN	96.11
	PLANNING MAGAZINE STAND	GENERAL FUND	COMMUNITY DEVEL ADMIN	81.92
	BIRTHDAY SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	32.98
	BIRTHDAY SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	12.06
	BREAK ROOM SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	52.15
	BREAK ROOM SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	52.91
	BREAK ROOM SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	56.89
	DESK SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	21.84
	ETABLET FOR COMMDEV MGR	GENERAL FUND	COMMUNITY DEVEL ADMIN	467.59
	SNACK SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	478.62
	FACE PAINTING DEPOSIT ARBO	GENERAL FUND	COMMUNITY DEVEL ADMIN	80.00
	R NODA PRECIOUS LIFE SHEL	GENERAL FUND	COMMUNITY DEVEL ADMIN	154.50
	MGMT ANALYST DESK	GENERAL FUND	PLANNING	1,289.14
	R. HILL HOTEL ROOM TRAVEL	GENERAL FUND	NEIGHBORHOOD PRESERVAT	131.24

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	IPAD PARTS REPLACEMENT	GENERAL FUND	NEIGHBORHOOD PRESERVAT	338.66
	REFUND R. HILL CACEO TRAIN	GENERAL FUND	NEIGHBORHOOD PRESERVAT	500.00-
	STREET MAINTENANCE SUPPLIE	GENERAL FUND	STREET MAINTENANCE	185.02
	STREET MAINTENANCE SUPPLIE	GENERAL FUND	STREET MAINTENANCE	169.81
	SAFETY EQUIPMENT	GENERAL FUND	STREET MAINTENANCE	585.95
	SAFETY EQUIPMENT EAR MUFFS	GENERAL FUND	STREET MAINTENANCE	170.96
	NEW MONITOR BLDG & SAFETY	GENERAL FUND	STREET MAINTENANCE	363.39
	PW SUPERVISOR KEYS	GENERAL FUND	BUILDING MAINTENANCE	56.95
	RAIN SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	194.56
	CITY HALL OFFICE REPAIR	GENERAL FUND	BUILDING MAINTENANCE	21.73
	KEYS FOR NEW HIRE	GENERAL FUND	BUILDING MAINTENANCE	6.00
	DRY CLEANING GOOD EVENING	GENERAL FUND	ECONOMIC DEVELOPMENT	141.00
	SWAG GOOD MORNING LOS AL	GENERAL FUND	ECONOMIC DEVELOPMENT	1,045.94
	ADMIN STAFF TRAINING SUPPL	GENERAL FUND	RECREATION ADMINISTRAT	280.00
	ADMIN STAFF TRAINING SUPPL	GENERAL FUND	RECREATION ADMINISTRAT	158.26
	ADMIN STAFF TRAINING SUPPL	GENERAL FUND	RECREATION ADMINISTRAT	41.01
	ADMIN STAFF TRAINING SUPPL	GENERAL FUND	RECREATION ADMINISTRAT	224.00
	ADMIN STAFF TRAINING SUPPL	GENERAL FUND	RECREATION ADMINISTRAT	16.74
	ADMIN IN SERVICE TRAVEL &	GENERAL FUND	RECREATION ADMINISTRAT	20.09
	CPRS CONFERENCE TRAVEL & T	GENERAL FUND	RECREATION ADMINISTRAT	110.00
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	103.78
	DIRECT TV DUES & SUBSCRIPT	GENERAL FUND	RECREATION ADMINISTRAT	66.52
	SPOTIFY MONTHLY FEE	GENERAL FUND	RECREATION ADMINISTRAT	16.99
	ADMIN CORE RETREAT TRAVEL	GENERAL FUND	RECREATION ADMINISTRAT	11.41
	ADMIN CORE RETREAT TRAVEL	GENERAL FUND	RECREATION ADMINISTRAT	48.75
	ADMIN CORE RETREAT TRAVEL	GENERAL FUND	RECREATION ADMINISTRAT	90.00
	ADMIN CORE RETREAT TRAVEL	GENERAL FUND	RECREATION ADMINISTRAT	98.27
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	19.62
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	47.37
	ADMIN CORE RETREAT TRAVEL	GENERAL FUND	RECREATION ADMINISTRAT	351.36
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	13.30
	CHAMBER BREAKFAST TRAVEL &	GENERAL FUND	RECREATION ADMINISTRAT	30.00
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	39.02
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	9.37
	CPRS CONFERENCE TRAVEL & T	GENERAL FUND	RECREATION ADMINISTRAT	110.00
	CPRS JOB ADS DUES & SUBSCR	GENERAL FUND	RECREATION ADMINISTRAT	125.00
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	25.99
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	113.95
	CHAMBER BREAKFAST TRAVEL &	GENERAL FUND	RECREATION ADMINISTRAT	30.00
	EVENTBRITE MONTHLY FEE	GENERAL FUND	RECREATION ADMINISTRAT	29.00
	ADOBE SUBSCRIPTION	GENERAL FUND	RECREATION ADMINISTRAT	659.88
	DUES & SUBSCRIPTION	GENERAL FUND	RECREATION ADMINISTRAT	119.99
	CONFERENCE TRANSPORTATION	GENERAL FUND	RECREATION ADMINISTRAT	21.50
	CONFERENCE TRANSPORTATION	GENERAL FUND	RECREATION ADMINISTRAT	1.00
	CONFERENCE TRANSPORTATION	GENERAL FUND	RECREATION ADMINISTRAT	17.91
	E NODA TRAVEL AND TRAINING	GENERAL FUND	RECREATION ADMINISTRAT	600.54
	INTERVIEW PANEL LUNCH	GENERAL FUND	RECREATION ADMINISTRAT	134.89
	ICLOUD STORAGE SUBSCRIPTIO	GENERAL FUND	RECREATION ADMINISTRAT	9.99
	OC DIVISION MEETING MARCH	GENERAL FUND	RECREATION ADMINISTRAT	30.00
	CONTACTS SUBSCRIPTION	GENERAL FUND	RECREATION ADMINISTRAT	342.00
	E NODA PRECIOUS LIFE SHEL	GENERAL FUND	RECREATION ADMINISTRAT	154.50
	AQUATIC UNIFORMS	GENERAL FUND	AQUATICS	1,400.00
	K-9 SUPPLIES	GENERAL FUND	AQUATICS	54.01
	FEBRUARY DAY CAMP GAME SUP	GENERAL FUND	DAY CAMP	153.66
	FEBRUARY DAY CAMP CRAFT SU	GENERAL FUND	DAY CAMP	27.70
	FEBRUARY DAY CAMP GAME SUP	GENERAL FUND	DAY CAMP	72.92

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	FEBRUARY DAY CAMP GAME SUP	GENERAL FUND	DAY CAMP	72.09
	FEBRUARY DAY CAMP GAME SUP	GENERAL FUND	DAY CAMP	17.48
	FEBRUARY DAY CAMP GAME SUP	GENERAL FUND	DAY CAMP	61.18
	FEBRUARY DAY CAMP GAME SUP	GENERAL FUND	DAY CAMP	495.40
	FEBRUARY DAY CAMP GAME SUP	GENERAL FUND	DAY CAMP	295.50
	FEBRUARY DAY CAMP GAME SUP	GENERAL FUND	DAY CAMP	12.55
	FEBRUARY DAY CAMP SNACKS	GENERAL FUND	DAY CAMP	88.56
	FEBRUARY DAY CAMP GAME SUP	GENERAL FUND	DAY CAMP	39.30
	FEBRUARY DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	15.43
	TABLE TENNIS T-SHIRTS	GENERAL FUND	SPORTS	601.25
	SONG TEAM YOUTH SPORTS	GENERAL FUND	SPORTS	10.76
	SONG TEAM YOUTH SPORTS	GENERAL FUND	SPORTS	131.07
	SONG TEAM YOUTH SPORTS	GENERAL FUND	SPORTS	348.90
	SONG TEAM YOUTH SPORTS	GENERAL FUND	SPORTS	78.60
	SONG TEAM YOUTH SPORTS	GENERAL FUND	SPORTS	60.00
	SONG TEAM YOUTH SPORTS	GENERAL FUND	SPORTS	27.06
	SONG TEAM YOUTH SPORTS	GENERAL FUND	SPORTS	43.76
	YOUTH BASKETBALL JERSEYS	GENERAL FUND	SPORTS	468.00
	YOUTH BASKETBALL JERSEYS	GENERAL FUND	SPORTS	1,014.00
	YOUTH BASKETBALL AWARDS	GENERAL FUND	SPORTS	60.26
	YOUTH BASKETBALL SUPPLIES	GENERAL FUND	SPORTS	16.38
	ADULT SPORTS DROP IN PICKL	GENERAL FUND	SPORTS	254.18
	YOUTH BASKETBALL UNIFORMS	GENERAL FUND	SPORTS	159.00
	COMM CTR MAT SERVICE	GENERAL FUND	SPECIAL CLASSES	106.47
	COMM CTR MAT SERVICE	GENERAL FUND	SPECIAL CLASSES	111.79
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	107.80
	SPECIAL INTEREST CLASS SUP	GENERAL FUND	SPECIAL CLASSES	7.99
	LAVP SCHOLARSHIP AWARD PRE	GENERAL FUND	SPECIAL CLASSES	52.32
	SPRING CARNIVAL SUPPLIES	GENERAL FUND	SPECIAL EVENTS	100.49
	WEEKEND OF ART SUPPLIES	GENERAL FUND	SPECIAL EVENTS	57.86
	SENSORY CALMING AREA SUPPL	GENERAL FUND	SPECIAL EVENTS	29.44
	WEEKEND OF ART SUPPLIES	GENERAL FUND	SPECIAL EVENTS	324.36
	SENSORY CALMING AREA SUPPL	GENERAL FUND	SPECIAL EVENTS	135.23
	RACE WEBSITE ROTB	GENERAL FUND	SPECIAL EVENTS	44.53
	RACE WEBSITE ROTB	GENERAL FUND	SPECIAL EVENTS	74.50
	MOBILE REC EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	64.47
	MOBILE REC EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	42.33
	MOBILE REC EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	30.28
	MOBILE REC EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	16.41
	MOBILE REC EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	28.00
	REFUND: MOBILE REC EVENT S	GENERAL FUND	SPECIAL EVENTS	42.33-
	SPRING CARNIVAL EVENT SUPP	GENERAL FUND	SPECIAL EVENTS	37.13
	MOBILE REC EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	7.59
	MOBILE REC EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	24.36
	MOBILE REC EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	82.70
	SPRING CARNIVAL EVENT SUPP	GENERAL FUND	SPECIAL EVENTS	2.19
	SPRING CARNIVAL EVENT SUPP	GENERAL FUND	SPECIAL EVENTS	85.38
	SPRING CARNIVAL EVENT SUPP	GENERAL FUND	SPECIAL EVENTS	64.76
	SPRING CARNIVAL EVENT SUPP	GENERAL FUND	SPECIAL EVENTS	48.04
	SPECIAL EVENTS SUPPLIES WE	GENERAL FUND	SPECIAL EVENTS	2,036.98
	RACE LOS AL WEBSITE RENEWA	GENERAL FUND	SPECIAL EVENTS	49.95
	CREDIT CARD FEES	GENERAL FUND	NON-DEPARTMENTAL	429.18
	VEHICLE REGISTRATION MSG B	GARAGE FUND	GARAGE	286.00
	VEHICLE REGISTRATION MSG B	GARAGE FUND	GARAGE	286.00
	VEHICLE REGISTRATION MSG B	GARAGE FUND	GARAGE	6.01
	VEHICLE REGISTRATION MSG B	GARAGE FUND	GARAGE	6.01

WARRANTS 03/20/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	VEHICLE LICENSE PLATE HOLD	GARAGE FUND	GARAGE	45.30
	VEHICLE REGISTRATION PRESS	GARAGE FUND	GARAGE	47.00
	VEHICLE REGISTRATION PRESS	GARAGE FUND	GARAGE	0.99
	VEHICLE LICENSE PLATE HOLD	GARAGE FUND	GARAGE	52.90
	REPLACEMENT TRAILER FEE	GARAGE FUND	GARAGE	10.92
	CHIEF'S TAHOE TIRE ALIGNME	GARAGE FUND	GARAGE	539.45
	ANNUAL CITY WIDE LICENSE	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	<u>1,573.95</u>
			TOTAL:	49,275.03
WEST COAST ARTWEAR	COMMISSIONER POLO SHIRTS	GENERAL FUND	COMMUNITY DEVEL ADMIN	<u>1,713.04</u>
			TOTAL:	1,713.04
WEX HEALTH, INC.	FSA MONTHLY 02/24	GENERAL FUND	NON-DEPARTMENTAL	<u>50.00</u>
			TOTAL:	50.00
WILLDAN ENGINEERING	INTERIM PW MGR 12/23	GENERAL FUND	CITY ENGINEER	12,375.00
	INTERIM PW MGR 01/24	GENERAL FUND	CITY ENGINEER	<u>13,687.50</u>
			TOTAL:	26,062.50
WILLDAN FINANCIAL SERVICES	COST RECOVERY 02/24	GENERAL FUND	ADMINISTRATION	<u>496.50</u>
			TOTAL:	496.50
WOODRUFF & SMART, APC	GENERAL SERVICES 02/24	GENERAL FUND	CITY ATTORNEY	29,060.98
	PROSECUTOR SERVICES 02/24	GENERAL FUND	CITY ATTORNEY	<u>3,380.00</u>
			TOTAL:	32,440.98
YING LIU	PORTRAIT WORKSHOP 01/27	GENERAL FUND	SPECIAL CLASSES	78.00
	PORTRAIT WORKSHOP 02/03	GENERAL FUND	SPECIAL CLASSES	117.00
	PORTRAIT WORKSHOP 02/10	GENERAL FUND	SPECIAL CLASSES	87.75
	PORTRAIT WORKSHOP 02/17	GENERAL FUND	SPECIAL CLASSES	107.25
	PORTRAIT WORKSHOP 02/24	GENERAL FUND	SPECIAL CLASSES	136.50
	PORTRAIT WORKSHOP 03/02	GENERAL FUND	SPECIAL CLASSES	<u>136.50</u>
			TOTAL:	663.00

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

10	GENERAL FUND	429,418.38
50	GARAGE FUND	9,709.11
51	POLICE CAPITAL EXPENSES	27,705.21
53	TECHNOLOGY REPLACEMENT	1,573.95
54	SELF INSURANCE TRUST	1,511,414.29
99	POOL CLEARING FUND	230.76

	GRAND TOTAL:	1,980,051.70
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ADVANCED WARRANTS 03/21/2024

VENDOR NAME		DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MISC. VENDOR	GRABIEL, CHRISTINE	01-0597	GENERAL FUND	NON-DEPARTMENTAL	104.20
	SALDIVAR, GARY	01-0609	GENERAL FUND	NON-DEPARTMENTAL	<u>51.25</u>
	TOTAL:				155.45
===== FUND TOTALS =====					
10	GENERAL FUND		155.45		

	GRAND TOTAL:		155.45		

<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>FUND</u>	<u>DEPARTMENT</u>	<u>AMOUNT</u>
LENCO ARMORED VEHICLES	NEW ARMORED VEHICLE PD	GENERAL FUND	NON-DEPARTMENTAL	<u>380,087.00</u>
			TOTAL:	380,087.00
===== FUND TOTALS =====				
10	GENERAL FUND	380,087.00		

	GRAND TOTAL:	380,087.00		

ADVANCED WARRANT 03/28/2024

<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>FUND</u>	<u>DEPARTMENT</u>	<u>AMOUNT</u>
VOYAGER FLEET SYSTEMS, INC.	FUEL 01/24	GARAGE FUND	GARAGE	8,962.28
	FUEL TAX CREDIT 01/24	GARAGE FUND	GARAGE	335.90-
	FUEL 02/24	GARAGE FUND	GARAGE	10,392.87
	FUEL TAX CREDIT 02/24	GARAGE FUND	GARAGE	<u>382.50-</u>
			TOTAL:	18,636.75

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===== FUND TOTALS =====
50  GARAGE FUND                18,636.75
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      GRAND TOTAL:             18,636.75
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Retirees Medical Reimbursement

Date: March 1, 2024

Number of Transactions: 17

Total Batch: \$11,450.88

Payroll 03/01/2024

-----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	39.46	13.40	870.34
10-511 City Manager/ City Clerk	29,389.12	20,792.80	0.00	180.60	8,415.72	4,039.93	4,468.07	20,881.12
10-512 Finance	12,689.77	10,166.52	0.00	234.09	2,289.16	1123.43	1605.94	9,960.40
10-521 Police Administration	34,119.20	24,761.80	0.00	0.00	9,357.40	5,453.63	6,152.09	22,513.48
10-522 Police- Patrol	87,682.65	51,291.26	22,787.10	7,042.42	6,561.87	13,572.39	12,086.05	62,024.21
10-523 Police- Investigation	20,199.18	15,620.80	1,337.07	1,278.40	1,962.91	4,700.73	3,235.76	12,262.69
10-524 Police- Records	10,410.53	6,558.30	0.00	0.00	3,852.23	734.84	1,419.69	8,256.00
10-526 Police- Community Outreach	1,813.02	0.00	0.00	0.00	1,813.02	67.99	113.59	1,631.44
10-527 Police-Youth Programs	4,927.67	3,431.40	800.19	0.00	696.08	880.33	578.97	3,468.37
10-528 Police- Traffic	3,078.54	0.00	0.00	151.15	2,927.39	115.44	85.47	2,877.63
10-531 Development Services- Administration	21,865.62	16,741.00	0.00	322.20	4,802.42	2,733.71	3,755.58	15,376.33
10-532 Development Services- Planning	3,630.55	2,982.70	191.75	0.00	456.10	518.63	688.30	2,423.62
10-533 Development Services- Neighborhood Preservation	5,083.16	2,352.24	0.00	0.00	2,730.92	316.09	575.25	4,191.82
10-542 Development Services- Street Maintenance	12,975.47	9,042.50	56.07	1,175.50	2,701.40	1,917.20	923.74	10,134.53
10-544 Development Services- Facility Maintenance	2,286.60	2,035.44	0.00	0.00	251.16	386.17	30.40	1,870.03
10-545 Economic Development	3,355.60	1,662.80	0.00	1247.10	445.70	258.66	207.09	2,889.85
10-551 Recreation Administration	41,876.63	29,734.52	173.78	220.59	11,747.74	5,159.63	5,799.16	30,917.84
10-556 Recreation- Sports	15,941.28	0.00	0.00	136.13	15,805.15	597.81	899.26	14,444.21
10-557 Special Classes	51.99	0.00	0.00	0.00	51.99	1.95	0.75	49.29
TOTALS	\$312,299.78	\$198,097.28	\$25,345.96	\$11,988.18	\$76,868.36	\$42,618.02	\$42,638.56	\$227,043.20

REGULAR INPUT: 118

MANUAL INPUT: 0

CHECK STUB COUNT: 0

DIRECT DEPOSIT STUB COUNT: 118

Payroll 03/01/2024

BENEFITS & WITHHOLDINGS

		Employee	Employer
Fed Taxes	Employee/ Employer (MediCare)	\$36,540.99	\$32,150.93
State Taxes	Employee	\$10,487.63	
ICMA	Employee	\$3,239.75	
PD Association	Employee	\$1,416.56	
LosAl Employees Assoc	Employee	\$360.00	
Nationwide - Full Time	Employee	\$1,590.00	
Nationwide - PT	Employee/ Employer	\$2,710.46	\$1,355.23
PERS Deferred Comp	Employee	\$1,555.76	
PERS	Employee/ Employer	\$57,676.63	\$23,019.13
AFLAC	Employee	\$81,324.22	
PERS Medical	Employee/ Employer	\$690.88	
Delta Dental PPO	Employer	\$4,325.40	
Delta Dental HMO	Employer	\$492.35	
VSP Vision	Employer	\$1,066.34	
Standard Self Admin	Employee/ Employer		
Standard Life Optional	Employee	\$351.85	
TOTALS		\$203,828.82	\$56,525.29

\$40,402.79

DEDUCTION GRAND TOTALS

-----EARNINGS-----				-----DEDUCTIONS-----			-----TAXES-----			
DESC	HRS	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
REG	4557.09	\$198,097.28	125	I-125	\$671.09		FED W/H	\$ 272,333.57	\$ 27,760.87	
PTRG	1545.42	\$32,578.23	129	I-129	\$192.31		ST WH CA	\$ 272,333.57	\$ 10,487.63	
PHEO	63.92	\$1,870.94	AFP	AFLPT	\$167.22		MEDI	\$ 302,758.88	\$ 4,390.06	\$ 4,390.06
HOL	416.00	\$18,693.92	CMP	CLOAN	\$30.72					
ABST	60.00	\$0.00	CS1	CS-C0	\$230.76					
OT	8.38	\$421.60	DCI	DCICM	\$2,620.00					
OTS	280.08	\$24,022.63	DCM	DCICM		\$350.00				
CTOT	9.00	\$747.41	DCN	DCNW	\$1,590.00					
STBY	2.00	\$154.32	DCP	DCPRS	\$1,555.76					
MOT	0.00	\$205.07	DD1	DPP01		\$272.25				
CAR	0.00	\$1,100.00	DD2	DPPO2		\$211.50				
CELL	0.00	\$1,090.00	DD3	DPPO3		\$634.50				
PPHC	0.00	\$1,543.76	DD4	DDM01		\$38.55				
MEDR	0.00	\$7,700.00	DD5	DDM02		\$41.67				
SPAS	0.00	\$2,123.52	DD6	DDM03		\$102.75				
SPSK	0.00	\$127.84	DI%	DCI%	\$92.88					
OCWD	0.00	\$250.00	DIS	DISAF	\$178.22					
OCWE	0.00	\$160.00	DLI	DCLIC	\$176.87					
UNIF	0.00	\$175.00	LEA	LAEAD	\$360.00					
UNI2	0.00	\$75.00	LIF	LIFE	\$175.95					
FTO	0.00	\$150.93	LTD	A LTD	\$82.73					
RTRO	0.00	\$13.65	MED	MDINS	\$8,702.59	\$26,425.54				
ADML	30.00	\$1,247.10	PBB	PRSB4	\$481.97					
COMP	5.00	\$143.25	PN1	PEPME	\$6,056.64					
EAU	78.00	\$4,185.41	PN2	PEPMR		\$6,001.96				
COMA	37.50	\$0.00	PN3	PEPSE	\$8,190.94					
FLHO	41.75	\$2,435.29	PN4	PEPSR		\$8,065.81				
SICK	59.25	\$1,824.79	POS	POAS	\$1,416.56					
VAC	43.16	\$2,152.34	PR0	PRM8	\$2,395.05					
POST4	0.00	\$110.00	PR2	PRSMR		\$8,240.24				
POST5	0.00	\$200.00	PR4	PRSSR		\$12,349.49				
POST6	0.00	\$450.00	PR5	PRSB4	\$1,088.28					
POST7	0.00	\$2,587.55	PR6	PRSAF	\$2,311.97					
POST8	0.00	\$357.95	PR7	PRMB4	\$597.52					
RTBS	0.00	\$5,000.00	PR8	PRMAF	\$1,140.48					
BILI	0.00	\$250.00	PR9	PRSCC	\$699.55					
HOT	0.00	\$55.00	RTP	RT-PT	\$1,355.23	\$1,355.23				
			SUR	SURVI	\$56.73					
			VS1	VIS1		\$90.44				
			VS2	VIS2		\$61.04				
			VS3	VIS3		\$164.64				
Totals	\$ 7,236.55	\$ 312,299.78			\$ 42,618.02	\$ 64,405.61			\$ 42,638.56	\$ 4,390.06

Payroll 03/15/2024

-----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	39.46	13.40	870.34
10-511 City Manager/ City Clerk	29,206.73	23,838.81	0.00	130.80	5,237.12	4,042.28	4,395.73	20,768.72
10-512 Finance	13,164.61	11,472.13	51.79	414.27	1,226.42	1142.67	1618.95	10,402.99
10-521 Police Administration	28,999.20	28,197.74	0.00	101.46	700.00	5,453.63	5,014.50	18,531.07
10-522 Police- Patrol	73,456.43	52,138.65	8,713.80	6,195.03	6,408.95	13,561.81	9,831.43	50,063.19
10-523 Police- Investigation	22,133.04	16,054.24	3,680.93	844.96	1,552.91	4,644.34	3,789.07	13,699.63
10-524 Police- Records	10,542.52	4,996.80	0.00	2498.40	3,047.32	743.16	1,418.48	8,380.88
10-526 Police- Community Outreach	1,857.24	0.00	0.00	0.00	1,857.24	69.65	122.14	1,665.45
10-527 Police-Youth Programs	5,387.90	3,921.60	920.22	0.00	546.08	927.11	705.74	3,755.05
10-528 Police- Traffic	3,187.63	0.00	0.00	0.00	3,187.63	119.54	98.03	2,970.06
10-531 Development Services- Administration	22,171.95	17,560.08	0.00	1,940.73	2,671.14	2,799.70	3,768.69	15,603.56
10-532 Development Services- Planning	3,600.55	3,280.97	191.75	127.83	0.00	293.63	750.72	2,556.20
10-533 Development Services- Neighborhood Preservation	5,355.02	2,613.60	0.00	0.00	2,741.42	326.29	610.59	4,418.14
10-542 Development Services- Street Maintenance	13,659.15	12,463.90	28.85	256.40	910.00	1,980.04	1,043.59	10,635.52
10-544 Development Services- Facility Maintenance	2,286.60	2,035.44	0.00	226.16	25.00	386.17	30.40	1,870.03
10-545 Economic Development	3,325.60	3,325.60	0.00	0.00	0.00	258.66	201.07	2,865.87
10-551 Recreation Administration	43,459.75	35,525.53	115.38	1,488.48	6,330.36	5,423.12	5,799.06	32,237.57
10-556 Recreation- Sports	14,722.93	0.00	0.00	0.00	14,722.93	552.11	855.46	13,315.36
10-557 Special Classes	77.99	0.00	0.00	0.00	77.99	2.92	1.13	73.94
TOTALS	\$297,518.04	\$218,348.29	\$13,702.72	\$14,224.52	\$51,242.51	\$42,766.29	\$40,068.18	\$214,683.57

REGULAR INPUT: 117

MANUAL INPUT: 0

CHECK STUB COUNT: 0

DIRECT DEPOSIT STUB COUNT: 117

Payroll 03/15/2024

BENEFITS & WITHHOLDINGS

		Employee	Employer
Fed Taxes	Employee/ Employer (MediCare)	\$34,111.58	\$29,935.89
State Taxes	Employee	\$10,132.29	\$4,175.69
ICMA	Employee	\$3,239.41	
PD Association	Employee	\$1,416.56	
LosAl Employees Assoc	Employee	\$420.00	
Nationwide - Full Time	Employee	\$1,590.00	
Nationwide - PT	Employee/ Employer	\$2,652.26	\$1,326.13
PERS Deferred Comp	Employee	\$1,380.76	
PERS	Employee/ Employer	\$58,525.52	\$23,311.84
AFLAC	Employee		\$35,213.68
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		\$115,302.55	\$54,573.86
			\$40,715.50

DEDUCTION GRAND TOTALS

-----EARNINGS-----				-----DEDUCTIONS-----			-----TAXES-----			
DESC	HRS	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
REG	5013.34	\$218,348.29	125	I-125	\$671.09		FED W/H	\$ 257,463.56	\$ 25,760.20	
PTRG	1525.25	\$31,636.93	129	I-129	\$192.31		ST WH CA	\$ 257,463.56	\$ 10,132.29	
PHEO	76.00	\$2,357.88	AFP	AFLPT	\$167.22		MEDI	\$ 287,977.14	\$ 4,175.69	\$ 4,175.69
HOL	10.00	\$546.00	CMP	CLOAN	\$30.72					
ABST	30.00	\$0.00	CS1	CS-C0	\$230.76					
OT	7.50	\$387.77	DCI	DCICM	\$2,620.00					
OTS	144.97	\$11,842.21	DCM	DCICM		\$350.00				
CTOT	8.00	\$598.42	DCN	DCNW	\$1,590.00					
STBY	10.00	\$874.32	DCP	DCPRS	\$1,380.76					
CAR	0.00	\$1,100.00	DD1	DPP01		\$272.25				
PPHC	0.00	\$1,543.76	DD2	DPPO2		\$211.50				
MEDR	0.00	\$8,050.00	DD3	DPPO3		\$634.50				
SPAS	0.00	\$2,123.52	DD4	DDMO1		\$38.55				
SPSK	0.00	\$127.84	DD5	DDMO2		\$41.67				
OCWD	0.00	\$250.00	DD6	DDMO3		\$102.75				
OCWE	0.00	\$160.00	DI%	DCI%	\$92.54					
UNIF	0.00	\$175.00	DIS	DISAF	\$178.22					
UNI2	0.00	\$75.00	DLI	DCLIC	\$176.87					
FTO	0.00	\$151.08	LEA	LAEAD	\$420.00					
ADML	20.00	\$1,204.00	LIF	LIFE	\$175.95					
EAU	6.00	\$308.64	LTD	A LTD	\$82.73					
EAA	72.00	\$0.00	MED	MDINS	\$8,702.59	\$26,425.54				
COMA	26.38	\$0.00	PBB	PRSB4	\$481.97					
FLHO	44.50	\$2,258.92	PN1	PEPME	\$6,119.48					
SICK	96.00	\$3,261.19	PN2	PEPMR		\$6,064.24				
VAC	147.16	\$7,191.77	PN3	PEPSE	\$8,153.83					
POST7	0.00	\$2,587.55	PN4	PEPSR		\$8,029.28				
POST8	0.00	\$357.95	POS	POAS	\$1,416.56					
			PR0	PRM8	\$2,395.05					
			PR2	PRSMR		\$8,770.67				
			PR4	PRSSR		\$12,349.49				
			PR5	PRSB4	\$1,088.28					
			PR6	PRSAF	\$2,311.97					
			PR7	PRMB4	\$597.52					
			PR8	PRMAF	\$1,406.53					
			PR9	PRSCC	\$699.55					
			RTP	RT-PT	\$1,326.13	\$1,326.13				
			SUR	SURVI	\$57.66					
			VS1	VIS1		\$90.44				
			VS2	VIS2		\$61.04				
			VS3	VIS3		\$164.64				
Totals	\$ 7,237.10	\$ 297,518.04			\$ 42,766.29	\$ 64,932.69			\$ 40,068.18	\$ 4,175.69

Payroll 03/29/2024

-----DEPARTMENT RECAP-----

DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	DEDUCTIONS	TAXES	NET
10-510 City Council	923.20	923.20	0.00	0.00	0.00	34.60	13.40	875.20
10-511 City Manager/ City Clerk	30,188.02	27,145.68	0.00	168.72	2,873.62	3,403.08	4,329.52	22,455.42
10-512 Finance	12,862.23	11,421.25	0.00	465.16	975.82	960.58	1601.40	10,300.25
10-521 Police Administration	28,299.20	28,299.20	0.00	0.00	0.00	4,227.36	5,082.84	18,989.00
10-522 Police- Patrol	86,005.56	52,194.63	21,860.28	6,139.05	5,811.60	10,323.75	14,977.28	60,704.53
10-523 Police- Investigation	26,418.19	16,307.64	8,316.08	591.56	1,202.91	3,765.81	5,769.66	16,882.72
10-524 Police- Records	10,129.50	6,558.30	0.00	1200.83	2,370.37	739.66	1,297.42	8,092.42
10-526 Police- Community Outreach	2,012.01	0.00	0.00	0.00	2,012.01	75.45	152.09	1,784.47
10-527 Police-Youth Programs	5,357.98	3,921.60	1240.30	0.00	196.08	927.11	696.15	3,734.72
10-528 Police- Traffic	2,342.77	0.00	0.00	0.00	2,342.77	87.85	62.97	2,191.95
10-531 Development Services- Administration	28,326.78	26,052.20	0.00	573.20	1,701.38	2,604.68	4,934.89	20,787.21
10-532 Development Services- Planning	3,408.80	2,982.70	0.00	426.10	0.00	293.63	686.15	2,429.02
10-533 Development Services- Neighborhood Preservation	5,369.14	2,090.88	0.00	522.72	2,755.54	326.81	612.53	4,429.80
10-542 Development Services- Street Maintenance	16,978.90	11,305.29	3441.81	1,671.80	560.00	1,222.35	1,795.50	13,961.05
10-544 Development Services- Facility Maintenance	2,286.60	2,261.60	0.00	0.00	25.00	196.20	37.33	2,053.07
10-545 Economic Development	3,325.60	3,159.32	0.00	166.28	0.00	258.66	201.07	2,865.87
10-551 Recreation Administration	40,953.73	36,009.80	330.77	278.20	4,334.96	4,767.59	5,334.83	30,851.31
10-556 Recreation- Sports	19,316.94	0.00	0.00	114.60	19,202.34	724.39	1,194.16	17,398.39
10-557 Special Classes								
TOTALS	\$324,505.15	\$230,633.29	\$35,189.24	\$12,318.22	\$46,364.40	\$34,939.56	\$48,779.19	\$240,786.40

REGULAR INPUT: 124

MANUAL INPUT: 0

CHECK STUB COUNT: 0

DIRECT DEPOSIT STUB COUNT: 124

BENEFITS & WITHHOLDINGS

		Employee	Employer
Fed Taxes	Employee/ Employer (MediCare)	\$40,855.94	\$36,162.75
State Taxes	Employee	\$12,616.44	
ICMA	Employee	\$2,891.56	
PD Association	Employee	\$1,416.56	
LosAl Employees Assoc	Employee	\$420.00	
Nationwide - Full Time	Employee	\$1,590.00	
Nationwide - PT	Employee/ Employer	\$2,941.56	\$1,470.78
PERS Deferred Comp	Employee	\$1,480.76	
PERS	Employee/ Employer	\$60,194.49	\$24,151.50
AFLAC	Employee		
PERS Medical	Employee/ Employer		
Delta Dental PPO	Employer		
Delta Dental HMO	Employer		
VSP Vision	Employer		
Standard Self Admin	Employee/ Employer		
Standard Life Optional	Employee		
TOTALS		\$124,407.31	\$61,785.03
			\$42,206.96

DEDUCTION GRAND TOTALS

-----EARNINGS-----					-----DEDUCTIONS-----			-----TAXES-----			
DESC	HRS	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER	
REG	5282.50	\$230,633.29	125	I-125	\$671.09		FED W/H	\$ 292,166.80	\$ 31,469.56		
PTRG	1757.00	\$35,785.72	129	I-129	\$192.31		ST WH CA	\$ 292,166.80	\$ 12,616.44		
PHEO	52.33	\$1,637.17	AFP	AFLPT	\$167.22		MEDI	\$ 323,666.84	\$ 4,693.19	\$ 4,693.19	
ABST	20.50	\$0.00	CMP	CLOAN	\$78.80						
OT	89.39	\$3,772.58	CS1	CS-C0	\$230.76						
OTS	349.66	\$30,112.96	DC2	DCPR	\$100.00						
CTOT	4.00	\$331.68	DCI	DCICM	\$2,620.00						
STBY	14.00	\$972.02	DCN	DCNW	\$1,590.00						
MOT	0.00	\$124.23	DCP	DCPRS	\$1,380.76						
PPHC	0.00	\$1,386.12	DI%	DCI%	\$94.69						
SPAS	0.00	\$2,123.52	DIS	DISAF	\$178.22						
SPSK	0.00	\$127.84	DLI	DCLIC	\$176.87						
OCWD	0.00	\$250.00	LEA	LAEAD	\$420.00						
OCWE	0.00	\$160.00	PBB	PRSB	\$481.97						
UNIF	0.00	\$175.00	PN1	PEPME	\$6,956.35						
UNI2	0.00	\$75.00	PN2	PEPMR		\$6,893.55					
FTO	0.00	\$129.50	PN3	PEPSE	\$8,153.83						
ADML	6.00	\$349.32	PN4	PEPSR		\$8,029.28					
COMP	10.00	\$292.00	POS	POAS	\$1,416.56						
EAU	66.00	\$3,568.13	PR0	PRM8	\$2,395.05						
EAA	6.00	\$0.00	PR2	PRSMR		\$8,770.67					
COMA	72.38	\$0.00	PR4	PRSSR		\$12,349.49					
FLHO	29.00	\$968.33	PR5	PRSB4	\$1,088.28						
SICK	102.50	\$3,131.05	PR6	PRSAF	\$2,311.97						
VAC	92.00	\$4,009.39	PR7	PRMB4	\$597.52						
POST7	0.00	\$2,587.55	PR8	PRMAF	\$1,406.53						
POST8	0.00	\$357.95	PR9	PRSCC	\$699.55						
BERV	24.00	\$1,444.80	RTP	RT-PT	\$1,470.78	\$1,470.78					
			SUR	SURVI	\$60.45						
Totals	\$ 7,977.26	\$ 324,505.15			\$ 34,939.56	\$ 37,513.77			\$ 48,779.19	\$ 4,693.19	

MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

REGULAR MEETING Monday, March 18, 2024

1. CALL TO ORDER

The City Council met in Regular Session at 5:30 p.m., Monday, March 18, 2024, in the Council Chamber located at 3191 Katella Ave., Los Alamitos, CA 90720, Mayor Nefulda presiding.

2. ROLL CALL

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

Absent: Council Members: None

Present: Staff: Chet Simmons, City Manager
Michael Claborn, Chief of Police
Craig Covey, OCFA Division Chief
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. CLOSED SESSION

City Attorney Daudt read the items aloud.

A. Conference with Labor Negotiator

City Negotiator: Chet Simmons, City Manager
Employee Organization: Teamsters Local 911
Authority: Government Code Section 54957.6

B. Conference with Labor Negotiator

City Negotiator: Chet Simmons, City Manager
Employee Organization: Executive Management, Non-Represented
Authority: Government Code Section 54957.6

C. Conference with Labor Negotiator

City Negotiator: Chet Simmons, City Manager
Employee Organization: Police Officers Association
Authority: Government Code Section 54957.6

RECESS

The City Council recessed into Closed Session at 5:30 p.m.

RECONVENE

The City Council reconvened in Regular Session at 6:14 p.m.

City Attorney Daudt stated there was no reportable action.

4. PLEDGE OF ALLEGIANCE

Council Member Doby led the Pledge of Allegiance.

5. INVOCATION

Council Member Hibard gave the Invocation.

6. PRESENTATIONS

A. Presentation of a Certificate to Amber and Tony Tran, owners of Formula Fitness, in Recognition of Being Featured in the Mayor's Business Spotlight

Mayor Nefulda presented a certificate to Amber and Tony Tran. Mr. Tran spoke briefly.

B. Introduction of the Newest Additions to the Los Alamitos Police Department's Volunteers in Policing (VIP) Program

Support Services Manager Acosta introduced the newest VIPs.

B. Presentation to the City of Los Alamitos from Jenni Worsham, California Park and Recreation Society Vice President, in Recognition of Receiving the Creating Community Award of Excellence in Economic Vitality for Celebrate Los Al

Ms. Worsham spoke briefly and presented the Council and staff with the Award of Excellence.

C. Presentation from Michael Balliet, City Green Consulting President, Regarding SB 1383, Organic Waste Reduction

Mr. Balliet provided a PowerPoint presentation and answered questions from the City Council.

7. ORAL COMMUNICATIONS

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

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

8. 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 Nefulda advised of the upcoming Spring Carnival on March 30, 2024.

9. 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.

Development Services Director Noda spoke regarding Good Morning Los Alamitos on March 26, 2024 at the Community Center.

Recreation and Community Service Director Noda spoke regarding the upcoming Race on the Base on April 13, 2024 at the Joint Forces Training Base.

Chief Claborn spoke regarding Michelle Steele roundtable meetings and Women of Distinction of Award and provided an update regarding the Orange County Auto Theft Task Force and the Beard and Tattoo policy within the Los Alamitos Police Department.

City Manager Simmons spoke regarding the transition of Los Al Medical Center to UCI.

10. WARRANTS

A. Warrants (Finance)

The attached Warrant Register contains checks and electronic fund transfers from February 1, 2024, to February 29, 2024.

Council Member Hibard asked several questions regarding the warrants and stated concern she does not receive the information she requests.

Council Member Hibard questioned if it was the City's position to withhold financial documentation from Council Members. City Manager Simmons advised he had received Council consent to not expend staff time and resources on producing warrants and that direction had led to the creation and adoption of the Accelerated Warrant Policy.

Mayor Nefulda added questions that are provided in advance allow Staff time to properly address concerns.

Council Member Murphy stated she could not support the warrants.

Motion/Second: Doby/Hasselbrink

Carried 3/2 (Hibard and Murphy voted no): The City Council ratified the Warrants from February 1, 2024, to February 29, 2024, for \$1,702,650.18.

ROLL CALL

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

11. CONSENT CALENDAR

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

Motion/Second: Hasselbrink/Doby

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

A. Approval of Minutes (Administration)

Approved the City Council Regular minutes of February 20, 2024.

B. Signing and Striping Improvements on Los Alamitos Boulevard Between Katella Avenue to Coyote Creek Trail (CIP No. 23/24-06) (Development Services)

Striping and pavement marking assist in maintaining safe and up-to-date standards that comply with current Federal and State guidelines. Currently, the existing striping is faded on Los Alamitos Boulevard between Katella Avenue and the Coyote Creek Trail/Bridge and needs re-striping. This Capital Improvement Project (CIP No. 23/24- 06) is proposing to re-stripe and modify the striping to include bike lanes and create a safer environment for all modes of transportation.

The City Council:

1. Approved the plans and specifications for the Signing and Striping Improvements on Los Alamitos Boulevard between Katella Avenue to Coyote Creek Trail (CIP No. 23/24-06) Project; and,
2. Authorized staff to advertise and solicit bid proposals.

C. Request for Proposal (RFP 2024-01) for Citywide Tree Maintenance Services (Development Services)

This item facilitated the solicitation of requests for proposals (RFP) for the Citywide Tree Maintenance Services.

The City Council:

1. Approved Requests for Proposals (RFP) 2024-01 for Citywide Tree Maintenance Services; and,
2. Authorized staff to advertise and solicit bid proposals.

D. Labourdette Park Playground and Fitness Equipment Purchase (Development Services)

This item was for the purchase of playground and fitness equipment directly from the manufacturer, Landscape Structures Inc., through the use of a cooperative purchasing agreement via Sourcewell for \$297,238 (excluding taxes and delivery). The purchase of the playground and fitness equipment is part of the Labourdette Park Project and would enable greater cost savings and an assurance that the project continues forward on its intended timeline.

The City Council:

1. Reviewed and discussed the proposal and purchasing agreement for Landscape Structures Inc. playground and fitness equipment; and,
2. Authorized the City Manager to use a cooperative purchasing agreement, in a form approved by the City Attorney, for the playground and fitness equipment in the amount of \$297,238 (excluding taxes and delivery).

E. Employee of the Quarter; California Teamsters 911 and Police Officers Association (POA) Side Letter Agreements (Administration)

This report sought approval of the Employee of the Quarter side letter agreements for; California Teamsters ("Teamsters") 911 amending the November 1, 2021 to October 31, 2024 Memorandum of Understanding (MOU) and Police Officers Association ("POA") amending the July 1, 2021 to June 30, 2024 Memorandum of Understanding (MOU).

The City Council:

1. Adopted Resolution No. 2024-10, 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; EMPLOYEE OF THE QUARTER"; and,

2. Adopted Resolution No. 2024-11, 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; EMPLOYEE OF THE QUARTER"; and,
3. Authorized the Mayor to execute the side letter agreements amending the California Teamsters 911 and Police Officers Association ("POA") Memorandum of Understandings (MOU).

12. WORKSHOP DISCUSSION

A. Mid-Year General Fund Budget Review and Financial Update for Fiscal Year 2023-24 (Finance)

This report provided the Council with a review of Mid-Year General Fund budget for the Fiscal Year 2023-24 and a projection for the fiscal year ending June 30, 2024.

City Manager Simmons introduced the item. Finance Director Koehler provided a PowerPoint presentation and summarized the information contained in the staff report.

Council and Staff discussed the following topics:

- Various sources used for economic forecasting including Bank of America, Cal State University Fullerton, and HdL
- Repair and timeline of the of red-light camera
- Additional funding for the General Municipal Election to account for three Council seats
- Additional litigation fees can be partiality attributed to the Los Alamitos Luxury Apartment lawsuit
- Additional red-light camera approaches

Motion/Second: Hasselbrink/Doby

Carried 3/2 (Hibard voted No, Murphy abstained): The City Council:

1. Reviewed the Mid-Year General Fund budget for the Fiscal Year 2023-24 and the projection for the fiscal year ending June 30, 2024; and,
2. Approved the following appropriations: Administration \$20,000; City Attorney \$30,000; Police \$168,000; Development Services \$626,000; Non-Departmental \$300,000; Technology \$47,477; and Economic Development \$200,000.

13. DISCUSSION ITEM

A. **Apartment Row Name Change (Development Services)**

Renaming of the Apartment Row neighborhood by surveying the residents of Apartment Row with three alternatives and a write-in option.

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

Council discussed preferences.

Motion/Second: Doby/Hibard

Unanimously Carried: The City Council:

1. Reviewed and discussed; and,
2. Directed Staff to conduct a survey with the following options:
 - Midtown
 - Cottonwood Place
 - Cottonwood _____
 - Write In Option

B. **Neighborhood Permit Parking and Street Sweeping Survey Results (Development Services)**

The City of Los Alamitos is seeking the community's feedback on the current neighborhood permit parking and street sweeping schedule. The online survey was conducted from October 23, 2023, to January 19, 2024. Several public workshops were held to gain additional feedback.

Development Services Director Noda summarized the Staff report and provided a PowerPoint presentation.

Council and Staff discussed the following topics:

- Soft launching any new programs to get public feedback
- Recent changes in street sweeping for some residents and concern asking for additional changes
- Residents appreciate being asked for their feedback and look forward to reviewing the results
- Some residents are not impacted by street sweeping due to the ability to utilize garages and driveways
- Process for permit parking and no current requests
- Potential redesigns of streets to address overall lack of parking within the City
- Possibility of a parking garage in Apartment Row would require approximately 5-7 properties and zoning amendments

- Concern ticketing still occurs when pick-ups get pushed a day due to holidays
- Survey is the first step to gather information before any further action is taken

The City Council:

1. Reviewed and discussed; and,
2. Received and filed the Neighborhood Permit Parking and Street Sweeping Survey Results.

14. 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.

Mayor Pro Tem Hasselbrink spoke regarding attendance at a 90th Birthday Celebration for long time resident Helen La Casto, Precious Life Shelter Hooray for Hollywood Gala, Americana Awards, and Business Roundtable with Michelle Steele. She encouraged attendance at the Spring Carnival on March 30.

Council Member Murphy spoke regarding attendance at the Black Chamber of Commerce Lunch, League of California Cities Division Meeting, International Women's Day, Orange County Women in Leaders Summit, Janet Nguyen's Election Day Watch Party, Precious Life Shelter Hooray for Hollywood Gala, Weekend of Art, and Americana Awards.

Council Member Hibard spoke regarding attendance at Senior Bingo Night, Chamber of Commerce Ribbon Cutting for Direct Escrow, Americana Awards, Business Roundtable with Michelle Stelle, and Congresswomen Steele's Women of Distinction. She encouraged anyone interested in civil service to reach out to her.

Council Member Doby spoke regarding attendance at the Association of California Cities – Orange County Executive Committee, Orange County Council of Governments Legislative committee, Cal-Cities Policy Committee, Weekend of Art, Americana Awards, Southern California Association of Government Policy Committee meeting, Orange County Mosquito and Vector Control District Board meeting, and the Orange County Library Advisory Board meeting.

Mayor Nefulda spoke regarding attendance at a tour of the Youth Center, School District/City working group meeting, meeting with CEO of Cal Optima, meeting with Supervisor Andrew Do, and meeting with Congresswomen Michelle Steele.

15. ADJOURNMENT

The City Council adjourned at 8:29 p.m.

Jordan B. Nefulda, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: April 15, 2024

ITEM NUMBER: 11B

To: Mayor Jordan B. Nefulda & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Approval of the Request for Proposals (RFP) 2024-02 and Authorization to Bid for Laurel Park Tennis Court Fence Replacement Project

SUMMARY

This item facilitates the solicitation of bids to provide services for the installation and/or replacement of an existing chain link fence at the Laurel Park Tennis Courts.

RECOMMENDATION

1. Approve the Request for Proposals (RFP) 2024-02 for the installation and/or replacement of an existing chain link fence at the Laurel Park Tennis Courts Project; and,
2. Authorize staff to advertise and solicit bid proposals.

BACKGROUND

The Laurel Park Tennis Courts provides various programs and opportunities for reservations to the general public. Throughout the week, the courts are heavily used for classes, camps, and reservations. The current chain link fence and windscreen are over 10 years old and is showing signs of degradation from the elements. A new chain link fence and windscreen would give the courts a new look and increased visual appeal. The new fencing and windscreen will create a visual contrast between the background and balls. The contrast will help players visually track the balls during gameplay and practice enhancing the experience at the courts.

DISCUSSION

The purpose of the Request for Proposal (RFP) is to solicit and select a contractor to provide services for the installation of new chain link fence and windscreen at the Laurel Park Tennis Courts. The selected contractor is expected to provide services in an efficient and professional manner, and to provide labor, tools, equipment materials and supplies necessary to complete work in a manner that will meet the City's requirements.

The services requested by way of this contract includes but is not limited to:

1. Laurel Park Tennis Court Chain Link Fence and Windscreen
 - Remove and install 730 linear feet of new 12 foot high vinyl coated black chain link fence around the perimeter. Paint existing 12 foot poles vinyl black. Install new vinyl coated black top, middle, and bottom rails with fittings and hardware.
 - Remove and install 210 linear feet of new 6 foot high chain link fence in between

courts.

- 10 foot tall black windscreen with 85% blockage around the perimeter. East and west sides of the perimeter with City approved logos
- Replace chain link fence on pedestrian gates with new chain link fence.
- Install two new pedestrian gates with new chain link fence between court 2 and court 3.
- Contractor will provide a single point of contact for all installations.
- Contractor will provide warranty for all installations.

Term of the Agreement

Once a contractor is selected, an agreement will be established. The term of the project runs until successful completion and acceptance of the work, or one year, whichever is sooner, unless extended by the parties. The contractor will also provide a warranty of one (1) for all work completed.

The following is an approximate timeline for the awarding of this project:

Request for Proposal Made Available: Tuesday, April 16, 2024

Optional Site Visit: Tuesday, April 30, 2024 from 9:00 a.m. to 10:00 a.m.

Proposal Due on BidNet: Thursday, May 9, 2024 at 5:30 p.m.

City Review of Proposals: Monday, May 13, 2024 to Thursday, June 6, 2024

City Council Consideration for Awarding: Monday, June 17, 2024

FISCAL IMPACT

Funding for this project will be expended out of Account No. 10-570-5501-2404.

Attachment: 1. RFP 2024-02 - Laurel Park Tennis Court Fence Replacement Project

**CITY OF LOS ALAMITOS
CALIFORNIA**



**REQUEST FOR BIDS
LAUREL PARK TENNIS COURT FENCE REPLACEMENT PROJECT**

PROJECT NO. 2024-02

PREPARED FOR

**CITY OF LOS ALAMITOS
3191 KATELLA AVENUE
LOS ALAMITOS, CALIFORNIA 90720**

PREPARED BY

**STEVE KIM
3191 KATELLA AVE.
LOS ALAMITOS, CA 90720**

MARCH 2024

CITY OF LOS ALAMITOS

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**NOTICE OF REQUEST FOR PROPOSALS 2024-02
FOR
LAUREL PARK TENNIS COURT FENCE REPLACEMENT PROJECT**

NOTICE IS HEREBY GIVEN that the City of Los Alamitos, as City, is seeking proposals from qualified firms to provide services for the LAUREL PARK TENNIS COURT FENCE REPLACEMENT PROJECT ("Project"). Proposals will be received electronically through BidNet Direct (<http://cityoflosalamitos.org/517/Bid-Opportunities>).

Submission Deadline: Proposals are due no later than **5:00 P.M. (Pacific Standard Time) on May 9, 2024.**

DESCRIPTION OF THE WORK: In general, the work is comprised of public works construction including purchase of new chain-link fence, removal of old chain-link, disposal of old chain-link fence, installation of black windscreen with 85% blockage, installation of (2) pedestrian gates and other miscellaneous improvements as shown on the plans and as required to complete the work.

OBTAINING A COPY OF THE RFP: A copy of the RFP is available through BidNet Direct (BidNet) online platform. The website address is: <http://cityoflosalamitos.org/517/Bid-Opportunities>.

SUBMITTAL OF PROPOSAL: Proposals must be prepared on the approved forms in conformance with **INSTRUCTION TO BIDDERS** and must be submitted electronically on BidNet , accessible through the City's webpage at <http://cityoflosalamitos.org/517/Bid-Opportunities> where each prospective bidder must first register as a vendor through the City's BidNet portal. Contract documents, plans, and specifications if applicable will be available for review on BidNet.

OPTIONAL PRE-PROPOSAL MEETING: There will be an Optional Pre-Proposal site visit on **May 2, 2024 at 9:00 a.m.** at Laurel Park at 10862 Bloomfield Street, Los Alamitos.

AWARD OF CONTRACT: The City reserves the right after opening bids to reject any or all bids, to waive any informality (non-responsiveness) in a bid, or to make award to the lowest responsive, responsible bidder, and reject all other bids, as it may best serve the interest of the City. Within five (5) working days after the date of the Notice of Apparent Low Bidder, the successful bidder will be required to submit required Contract Agreement and Insurance. Within ten (10) working days after the date of the Notice of Award, the successful bidder will be required to submit Construction Schedule.

CONTRACTOR'S LICENSE CLASSIFICATION: The Contractor shall possess a valid **Contractor's License** at the time of submitting bids, in accordance with provisions of Chapter 9, Division III of the California Business and Professions Code.

CALIFORNIA WAGE RATE REQUIREMENTS: The wage rates applicable to this Project are the State of California Department of Industrial Relations prevailing rates of per diem wages. In accordance with the provisions of Sections 1773.2 of the California Labor Code, copies of the general prevailing rate of per diem wages as determined by the State Director of Industrial Relations are available at City Hall, which shall be made available to any interested party upon request, or on the Internet at the State Department of Industrial Relations website (www.dir.ca.gov) under Statistics and Research. It shall be mandatory upon the Contractor to whom the contract is awarded and upon any subcontractor to pay not less than said specified rates to all workers employed by them in the execution of the contract. A copy of said rates shall be posted at each job site during the course of construction. The Contractor and all subcontractors shall comply with all provisions of the California Labor Code relating to prevailing wage rates, including Sections 1770–1781.

REGISTRATION WITH DIR: Pursuant to Labor Code Section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in performance of any contract for public work, unless currently registered and qualified to perform public work unless registered with the Department of Industrial Relations.

Contact: Questions or Requests for Information (RFIs) or interpretations are due on May 2, 2024 and shall be submitted on BidNet portal. Please contact Steve Kim at skim@cityoflosalamitos.org should you have questions about this procedure.

Dated this 15 day of April, 2024.

City of Los Alamitos, California

Published: News Enterprise
April 24, 2024

Steve Kim, Recreation Supervisor
3191 Katella Avenue
Los Alamitos, CA 90720

CITY OF LOS ALAMITOS
INSTRUCTIONS TO BIDDERS
FOR
LAUREL PARK TENNIS COURT FENCE REPLACEMENT PROJECT

1. BACKGROUND

The City of Los Alamitos (City) is soliciting proposals from qualified professional to replacement the current chain-link fence and windscreen at the Laurel Park tennis courts. The Laurel Park Tennis Courts provides various programs and opportunities for reservations to the general public. Throughout the week, the courts are heavily used for classes, camps, and reservations. The current chain link fence and windscreen are over 10 years old and is showing signs of degradation from the elements. A new chain link fence and windscreen would give the courts a new look and increased visual appeal. The new fencing and windscreen will create a visual contrast between the background and balls. The contrast will help players visually track the balls during gameplay and practice enhancing the experience at the courts.

The purpose of this RFP is to provide the City with the best possible replacement at a level expected by the City's residents, City Council, City Staff, and visitors to the community. The selected contractor will work closely with City staff to ensure accurate installation and color scheme.

2. RFP TIMELINE

The schedule of key milestones related to the City Tree Maintenance Services is as follows:

- Proposal Release Date April 16, 2024
- Optional Pre-Bid Site Visit April 30, 2024, 9:00AM
- Last Day for Questions May 2, 2024
- Proposal Submittal Due Date May 9, 2024, 5:30PM
- Council Award of Contract June 17, 2024

3. RFP AND RELEVANT MATERIALS AVAILABILITY & ELECTRONIC BIDDING PORTAL

A copy of the RFP and other Bid Document are available through BidNet Direct (BidNet) online platform. The website address is: <http://cityoflosalamitos.org/517/Bid-Opportunities>.

All relevant materials shall be obtained from BidNet.

4. INTERPRETATION OF CONTRACT DOCUMENTS

No oral interpretations will be made to any Respondent as to the meaning of the contract documents. Requests for an interpretation shall be submitted on BidNet portal by April 9, 2024. Interpretations by the City 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 that have registered with the City by way of BidNet portal on a particular project. It is the responsibility of all perspective Respondents to register on the City's BidNet portal (<http://cityoflosalamitos.org/517/Bid-Opportunities>) to ensure receipt of any addendum(a) prior to proposal submittals.

Additionally, plans, specifications, bid document, addendum(a), questions and answers, forms to complete, supplements to construction documents or specifications will be available on the City's BidNet Portal. City makes no guarantee that all Respondents will receive all addenda. All such addenda shall become part of the contract.

5. PROPOSAL FORMS

Proposals must be prepared on the approved forms in conformance with **INSTRUCTION TO BIDDERS** and must be submitted electronically on BidNet , accessible through the City's webpage at <http://cityoflosalamitos.org/517/Bid-Opportunities> where each prospective Respondent must first register as a vendor through the City's BidNet portal. Contract documents, plans, and specifications if applicable will be available for review on BidNet.

Successful proposals must include:

- Bid Proposal -Attachment A
- Bid Schedule -Attachment B
- Non-Collusion Affidavit -Attachment C

Proposals must fully address all areas requested, contain complete technical submittals, references, and data to verify qualifications and experience and include a statement that the City contract can be executed. Proposals without complete submittal data will be considered non-responsive. As part of the technical proposal, Contractors must evaluate the City's proposal terms and conditions.

Respondents shall respond to the final written RFP and any exhibits, attachments and amendments.

All Respondents shall verify if any addendum for this project has been issued by the City. It is the Respondent's responsibility to ensure that all requirements of contract addendum are included in the Respondent's submittal.

Respondents are required to submit (upload) all items on BidNet. Proposals will be received up to the hour of **5:30 p.m., on the 9th of May, 2024.**

A proposal received after the time set for the proposal opening shall not be considered.

The City 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 Respondent is solely responsible for "on time" submission of their electronic proposal. The City will only consider proposals that have been transmitted successfully and have been issued an e-bid confirmation number. Respondents experiencing any technical difficulties with the proposal submission process may contact BidNet at 1-800-835-4603.

6. NON-COLLUSION AFFIDAVIT

Bidder shall declare that the only persons or parties interested in the proposal as principals are those named therein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in the proposal; that the proposal is made without connection

to any other individual, firm, or corporation making a bid for the same work; and that the proposal is in all respects fair and without collusion or fraud. The Non-Collusion Affidavit shall be executed and submitted with the proposal.

7. PROPOSAL BID SHEET

Bidders shall give unit prices for each and all of the items set forth. No aggregate bids will be considered. The bidder shall set forth for each item of work, in clearly legible figures, a unit item price and a total for the item in the respective spaces provided for this purpose. The quantities listed in the Bid sheets are supplied to give an indication of the general scope of work, but the accuracy of figures is not guaranteed and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

8. WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn from BidNet by the Respondent. Withdrawal must be made prior to the bid opening hour stipulated. 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 Respondent to submit a new proposal, providing there is time to do so.

9. NONRESPONSIVE PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it nonresponsive and may cause its rejection. The completed proposal forms shall be without inter-lineation, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

10. REJECTION OF PROPOSALS

The City 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 City; which are accompanied by insufficient or irregular bid security; or which are from Respondents who have previously failed to perform properly or to timely complete contracts of any nature. Waiver of one irregularity does not constitute waiver of any other irregularities. Overall responsiveness to the RFP is an important factor in the review process.

11. 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 that may be applicable. Bidder acknowledges and agrees that CITY shall not be responsible for the payment of any increase in Sales Tax, Use Tax, or any other tax that takes effect after award.

12. 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.

13. INTERPRETATION OF PLANS AND DOCUMENTS

If any person contemplates submission of a bid for the proposed contract and is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, or finds discrepancies in, or omissions from, the drawings or specifications, he or she may submit to the City Engineer a written request for an interpretation or correction thereof five (5) working days prior to the scheduled bid opening. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents shall be made only by addendum duly issued and copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The City Engineer will not be responsible for any other explanation or interpretations of the proposed documents.

14. ADDENDA OR BULLETINS

The effect of all addenda to the Contract Documents shall be considered in the bid, and said addenda shall be made a part of the Contract Documents and shall be returned with them. Before submitting a bid, each bidder shall confirm as to whether or not any addenda have been issued, and failure to cover in this bid any such addenda issued, may render bid non-responsive and may result in its rejection by the CITY.

15. LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same are expressly referred to herein or not.

Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and Contract Documents, and to full compliance therewith.

16. CITY BUSINESS LICENSE

Contractor must obtain a City business license prior to commencement of any work.

17. AWARD OF CONTRACT

Following a review of the bids, the CITY shall determine whether to award the contract or to reject all bids. The award of contract, if made, will be to the lowest responsive-responsible bidder as determined solely by the CITY. At the time of contract award, the successful bidder shall hold a **Contractor's License** as required to perform the work, issued by the State of California and a business license in the City of Los Alamitos. Additionally, the CITY reserves the right to reject any or all proposals, to accept any bid or portion thereof, to waive any irregularity, and to take the bids under advisement for the period of time stated in the "Notice Inviting Sealed Bids", all as may be required to provide for the best interests of the CITY. 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 the award is contemplated.

No bidder may withdraw its proposal for a period of forty-five (45) days after the time set for opening thereof. However, the CITY will return all proposal guarantees within ten (10) days after the award of the contract or rejection of the bids, as the case may be, to the respective bidders whose proposals they accompany.

18. PREVAILING WAGE RATES

The wage rates applicable to this Project are the State of California Department of Industrial Relations prevailing rates of per diem wages. In accordance with the provisions of Sections 1773.2 of the California Labor Code, copies of the general prevailing rate of per diem wages as determined by the State Director of Industrial Relations are available at City Hall, which shall be made available to any interested party upon request, or on the Internet at the State Department of Industrial Relations website (www.dir.ca.gov) under Statistics and Research.

It shall be mandatory upon the Contractor to whom the Contract is awarded and upon any subcontractor to pay not less than said specified rates to all workers employed by them in the execution of the Contract. A copy of said rates shall be posted at each job site during the course of construction. The Contractor and all subcontractors shall comply with all provisions of the California Labor Code relating to prevailing wage rates, including Sections 1770–1781.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Department of Industrial Relations shall monitor and enforce compliance with applicable prevailing wage requirements for this Agreement. The reporting requirements may be found at <https://www.dir.ca.gov/Public-Works/Contractors.html>. The Contractor is responsible for complying with all requirements of the Department of Industrial Relations, including filing electronic payroll reports.

A contractor or subcontractor will not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Contractor and its subcontractors shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

A contractor or subcontractor will not be qualified to bid on, be listed in a bid proposal, subject to Section 6109 of the public Contract Code, or engage in the performance of any contract for public work on a public works project if the contractor or subcontractor is ineligible to perform work pursuant to Section 1777.1 or 1777.7 of the Labor Code.

The CITY will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate or the Federal Minimum Wage Rate (whichever is greater) as set forth in the contract. The possibility of wage increases is one of the elements to be considered by the bidder in determining his bid, and

will not under any circumstances be considered as the basis of a claim against the CITY on the Contract.

The Contractor and subcontractors shall comply with Section 1777.6 of the Labor Code which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in Government Code Section 12940(a), as those bases are defined in Government Code Sections 12926 and 12926.1, except as provided in Labor Code Section 3077 and Government Code Section 12940.

19. WORKERS' COMPENSATION CERTIFICATE

Section 3700 of the Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations.

In accordance with this section and with Section 1861 of the Labor Code, the Contractor shall sign a Compensation Insurance Certificate which is included with the Contract Agreement, and submit same to CITY along with the other required Contract Documents, prior to performing any work. Reimbursement for this requirement shall be considered as included in the various items of work.

20. CLAYTON ACT AND CARTWRIGHT ACT

In accordance with Section 7103.5 of the Public Contract Code, in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to CITY all rights, and interest in and 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 (commencing with Section 16700) 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 the Contractor, without further acknowledgment by the parties.

21. SUBLETTING AND SUBCONTRACTING.

Pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contract Code), bidders are required to list in their proposal the name business address, California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render services in or about the construction of the work or improvement or a subcontractor who specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications in excess of 1/2 of 1% of this prime Contractor's total bid or \$10,000, whichever is greater. If a subcontractor's California contractor license number or public works contractor registration number are submitted incorrectly in the bid, it will not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected subcontractor's California contractor license number is submitted to CITY within 24 hours after the bid opening

If the bidder fails to list a subcontractor for a portion of work or if the bidder lists more than one subcontractor of the same portion of work in excess of 1/2 of 1% of the total bid or

\$10,000, whichever is greater, the bidder agrees that it is fully qualified to perform that portion of work itself, and that the bidder shall perform that portion of work itself. If after award of the contract, the bidder actually subcontracts that portion of work, except as provided in Public Contract Code Section 4107 or 4109, the bidder shall be subject to the penalties listed in Section 4111 of the Public Contract Code. It is the CITY's intent for the Subletting and Subcontracting Fair Practices Act to apply to all phases of the work.

22. SUBSTITUTION OF SECURITIES

In conformance with Public Contract Code Section 22300, which is incorporated herein by this reference, the Contractor may substitute securities for any monies withheld by the CITY to ensure performance under the Contract or, in the alternative, may request payment of retention earned directly to an escrow agent.

At the request and expense of the Contractor, the Contractor has the option to deposit securities, which have been approved by the CITY, with a State or Federally chartered bank as the escrow agent or require the City to deposit 5% of each progress payment with the escrow agent. Said securities will be used as a substitute for retention earnings required to be withheld by the CITY, pursuant to the construction contract. Said securities shall have no obligation to any other construction contract for substitution of securities in lieu of retention. When the Contractor deposits the CITY approved securities with the escrow agent, the escrow agent shall notify the CITY within 10 calendar days of the deposit. Said securities shall be evaluated quarterly by the escrow agent to verify the current market value. If the current market value of said securities falls below the required amount, the escrow agent shall notify the Contractor and require additional securities and/or cash to be submitted for CITY approval, and be held in the escrow account to meet the Contractor's obligations. The escrow agent shall hold said securities until such time as the escrow agent receives written notification from the CITY that the Contractor has satisfactorily completed his Contract obligations.

The type of securities deposited and the method of release shall be approved by the City Attorney's office.

If the Contractor chooses not to exercise its rights under Public Contract Code Section 22300, the full five percent (5%) 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, if no stop notices have been filed. The CITY may withhold from release of the final retention amounts authorized under Public Contracts Code Section 7107 and/or 125% of amounts identified in any Stop Notices received by the CITY.

BIDDER'S NAME _____

CITY OF LOS ALAMITOS

**PROPOSAL
FOR
LAUREL PARK TENNIS COURT FENCE REPLACEMENT PROJECT**

TO CITY OF LOS ALAMITOS, as CITY:

In accordance with CITY's "Notice of Request for Proposals", the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and Contract Documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Standard Specifications, Instructions to Bidders, Proposal Documents, General Specifications, Special Provisions and Contract Documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Proposal Bid Sheet. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to CITY of the Bid Security accompanying this proposal.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Proposal Bid Sheet are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

BIDDER agrees and acknowledges that it is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that the BIDDER will comply with such provisions of that code before the commencement of any work under this Contract, if awarded.

BIDDER certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any CITY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

BIDDER certifies that affirmative action has been taken to seek out and consider disadvantaged business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been carefully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder.

Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

BIDDER'S NAME:_____

DATE _____, 20____.

BIDDER'S ADDRESS:_____

BY _____
(Print Name)

(Signature)

PHONE: _ () _____

TITLE _____

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address _____

Email: _____ Telephone: () _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

BIDDER'S NAME _____

LIST OF SUBCONTRACTORS (4100 PUBLIC CONTRACT CODE)

BIDDER proposes to subcontract certain portions of the work, and to procure materials and equipment from suppliers and vendors in excess of ½ of 1% of the total bid amount or ten thousand dollars (\$10,000), whichever is greater as follows (add additional pages as necessary) (Bidder must include all requested information):

Subcontractor Name _____
Address _____
License No. and Class _____
DIR Registration No. _____
Phone No. _____ Email: _____
Percent of Total Contract _____
Specific Scope of Work _____

Subcontractor Name _____
Address _____
License No. and Class _____
DIR Registration No. _____
Phone No. _____ Email: _____
Percent of Total Contract _____
Specific Scope of Work _____

Subcontractor Name _____
Address _____
License No. and Class _____
DIR Registration No. _____
Phone No. _____ Email: _____
Percent of Total Contract _____
Specific Scope of Work _____

Subcontractor Name _____
Address _____
License No. and Class _____
DIR Registration No. _____
Phone No. _____ Email: _____
Percent of Total Contract _____
Specific Scope of Work _____

BIDDER'S NAME_____

REFERENCES

The following are the names, addresses, and phone numbers for three (3) public agencies for which BIDDER has performed similar work within the past two years:

Agency Name_____
Address_____
Phone No._____ Contact:_____
Description of Work_____

Agency Name_____
Address_____
Phone No._____ Contact:_____
Description of Work_____

Agency Name_____
Address_____
Phone No._____ Contact:_____
Description of Work_____

DESIGNATION OF SURETIES

The following are the names, addresses, and phone numbers for all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

Name_____
Address_____
Phone No._____

Name_____
Address_____
Phone No._____

Name_____
Address_____
Phone No._____

Name_____
Address_____
Phone No._____

CONTRACTOR'S LICENSING STATEMENT

BIDDER certifies that the following is true and correct. The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Contractor's License Number _____

DIR Registration No. _____

Name of Individual Contractor (Print or type):

Signature of Owner(s) _____

Business Address _____

or

Name of Company _____

Business Address _____

Officers:

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

or

Name of Corporation _____

Business Address _____

Corporation organized under the laws of the State of _____

Name of President of Corp./ Company

Name of Secretary of Corp./ Company

**CITY OF LOS ALAMITOS
PROPOSAL BID SCHEDULE
FOR
LAUREL PARK TENNIS COURT FENCE REPLACEMENT PROJECT**

BASE BID ITEMS

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
1	BASE SERVICES: Furnish and install chain-link fence and windscreen per the project scope including installing new chain-link fencing, disposal of old chain-link fence, windscreen all around the court, painting current 12 foot poles vinyl black, installing new top, middle, and bottom vinyl black rails with all hardware, and providing all submittals included in the project scope. New fencing and any crossbars will be vinyl black and 10 foot windscreen will be black with 85% blockage. City logos printed on two sides surrounding the courts. Install two pedestrian gates between courts two and three.	1	LUMP SUM		

BASE BID SUBTOTAL IN FIGURES:

\$ _____

TOTAL BASE BID AMOUNT FOR BID ITEM 1 SHALL BE USED IN DETERMINING THE LOWEST BID AMOUNT RECEIVED.

TOTAL BASE BID AMOUNT IN FIGURES:

\$ _____

TOTAL BID AMOUNT IN WORDS:

_____ DOLLARS

AND _____ CENTS.

NOTE: THE LOWEST BIDDER SHALL BE DETERMINED BY THE LOWEST BID AMOUNT FOR THE BASE BID ITEMS (BID ITEMS NO. 1) WITHOUT CONSIDERATION OF ANY AMOUNT FOR THE ADDITIVE ALTERNATE BID (BID ITEMS NO. 1). THE CITY, AT ITS DISCRETION, HAS THE OPTION TO AWARD A CONTRACT WHICH INCLUDES THE ADDITIVE ALTERNATE BID.

NOTE: THE ESTIMATED QUANTITIES SHOWN HEREIN ARE APPROXIMATE AND ARE TO BE USED ONLY AS COMPARISON OF BIDS. PAYMENT FOR QUANTITIES WILL BE MADE FOR ACTUAL MATERIALS USED ON THE JOB. THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ALL OR ANY ITEM FROM THE CONTRACT. IF THERE IS A CONFLICT BETWEEN THE UNIT PRICE PROVIDED AND TOTAL COST, THE UNIT PRICE SHALL PREVAIL. IF THERE IS A CONFLICT BETWEEN THE "TOTAL BASE BID AMOUNT FIGURES" AND THE "TOTAL BASE BID AMOUNT IN WORDS", THE "TOTAL BASE BID AMOUNT IN WORDS" SHALL PREVAIL.

BIDDER'S NAME_____

NON-COLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
) SS
COUNTY OF)

In conformance with Public Contract Code Section 7106, the party making the foregoing bid declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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].”

Signed_____

Title

PUBLIC WORKS AGREEMENT [Contractor]

THIS PUBLIC WORKS AGREEMENT (“Agreement”) is made and entered into, to be effective this XXth day of MONTH 2024 (“Effective Date”), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, (“City”) and company, a Corporation, (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has determined that it requires the services of a qualified contractor to complete the Laurel Park Tennis Court Fence Replacement Project (“Project”).

B. In response to City’s Request for Proposals No. 2024-02 (RFP), dated April 15, 2024, Contractor submitted to City a written bid, dated DATE, 2024 (“Contractor’s Bid”).

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

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

AGREEMENT

1. GENERAL SCOPE OF WORK. Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the Project in the City (the “Work”). The Work to be performed in accordance with the Contract Documents with bid prices hereinafter mentioned and in accordance with the instructions of the City’s Project Manager, who is Steve Kim, Recreation Supervisor, (562) 430-1073 x515.

2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY/PRIORITY OF DOCUMENTS. The Plans are incorporated herein by reference and made a part hereof with like force and effect as if set forth in full herein. The Project plans and specifications if any (“Plans”), Contractor’s Bid together with this Agreement shall constitute the entire agreement between the Parties. This Agreement is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by the Contractor whether set out specifically in this Agreement or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this Agreement, the following order of precedence shall apply: (1) this Agreement; (2) the Plans; and (3) Contractor's Bid (collectively, the “Contract Documents”).

3. COMPENSATION. Contractor agrees to receive and accept the prices set forth in its Contractor's Bid as full compensation for furnishing all materials, performing all Work, and fulfilling all obligations hereunder. Said compensation in the amount of **Dollars** (\$XX.00) 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 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. Final payment to Contractor shall be withheld for at least 30 days after the time in which Contractor has verified, to the City's satisfaction, that it has submitted all information to the Department of Industrial Relations required by Labor Code §1773.3.

4. TERM OF AGREEMENT. The term of the project runs until successful completion and acceptance of the work, or one year, whichever is sooner, unless extended by the parties.

5. INSURANCE. Contractor shall not commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to City nor shall the Contractor allow any sub-contractor to commence work on his sub-contract until all insurance required of the sub-contractor has been obtained. The Contractor shall take out and maintain at all times during the life of this contract the following policies of insurance:

a. Workers' Compensation Insurance: Before beginning work, the Contractor shall furnish to the City a certificate of insurance as proof that he has taken out full workers' compensation insurance for all persons whom he may employ directly or through sub-contractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

In accordance with the provisions of Section 3700 of the California Labor Code, every Contractor shall secure the payment of compensation to his employees. The Contractor, prior to commencing work, shall sign and file with the City a certification as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which requires 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 work of this contract."

b. For all operations of the Contractor or any sub-contractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

- 1) General Liability - \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.
 - 2) Automobile - \$2,000,000 per accident for bodily injury and property damage.
 - 3) Employer's Liability - \$1,000,000 per accident for bodily injury or disease.
- c. Each such policy of insurance provided for in paragraph b. shall:
- 1) Be issued by an insurance company approved in writing by City, which is authorized to do business in the State of California.
 - 2) Name as additional insured the City of Los Alamitos, its officers, agents and employees, and any other parties specified in the bid documents to be so included;
 - 3) Specify it acts as primary insurance and that no insurance held or owned by the designated additional insured shall be called upon to cover a loss under the policy;
 - 4) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof reduced until thirty (30) days after receipt by City of a written notice of such cancellation or reduction of coverage."
 - 5) Waives all right of subrogation against all persons and entities specified in subparagraph 4.c.(2) hereof to be listed as additional insured in the policy of insurance provided for in paragraph b. by reason of any claim arising out of or connected with the operations of Contractor or any sub-contractor in performing the work provided for herein;
 - 6) Otherwise be in form satisfactory to the City.
- d. The Contractor shall, prior to performing any work under this Agreement, deliver to the City Manager or his designee the original policies of insurance required in paragraphs a. and b. hereof, or deliver to the City Manager or his designee a certificate of the insurance company, showing the issuance

of such insurance, and the additional insured and other provisions required herein.

6. PREVAILING WAGE. Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the Contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public works is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the Office of the City Clerk of the City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, California, and are available to any interested party on request. Contractor shall cause a copy of such determinations to be posted at the job site.

Contractor shall forfeit, as penalty to City, not more than two hundred dollars (\$200.00) for each laborer, workman or mechanic employed for each calendar day or portion thereof, if such laborer, workman or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under this Agreement, by him or by any sub-contractor under him.

Contractor and any of its sub-contractors must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, which precludes the award of a contract for a public work on any public works project awarded after April 1, 2015 to a person not registered. This Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7. APPRENTICESHIP EMPLOYMENT. In accordance with the provisions of Section 1777.5 of the Labor Code, and in accordance with the regulations of the California Apprenticeship Council, properly indentured apprentices may be employed in the performance of the work.

Contractor is required to make contribution to funds established for the administrative of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeship trade on such contracts and if other Contractors on the public works site are making such contributions.

Contractor and any sub-contractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

8. LEGAL HOURS OF WORK. Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this Agreement, and the Contractor and any sub-contractor under him shall comply with and be governed by the laws of the State of California

having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

Contractor shall forfeit, as a penalty to City, twenty-five dollars (\$25.00) for each laborer, workman or mechanic employed in the execution of the contract, by him or any sub-contractor under him, upon any of the work hereinbefore mentioned, for each calendar day during which the laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the Labor Code.

9. TRAVEL AND SUBSISTENCE PAY. Contractor agrees to pay travel and subsistence pay to each workman needed to execute the work required by this contract as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

10. CONTRACTOR'S LIABILITY. The City and its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of Contractor, of its sub-contractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

Contractor will indemnify Indemnities against and will hold and save Indemnitees harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of Contractor, its agents, employees, sub-contractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of City. In connection therewith:

- a. Contractor will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.
- b. Contractor will promptly pay any judgment rendered against Contractor or Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations or activities of Contractor hereunder, and Contractor agrees to save and hold the Indemnitees harmless therefrom.

Contractor's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnatee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City

provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

So much of the money due to Contractor under and by virtue of the contract as shall be considered necessary by City may be retained by City until disposition has been made of such actions or claims for damages as aforesaid.

It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees.

Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

11. NON-DISCRIMINATION. Pursuant to Labor Code Section 1735, no discrimination shall be made in the employment of persons in the work contemplated by this Agreement because of the race, color, sex, mental disability, physical disability, religion or other reason set forth in Government Code § 12940 of such person. Contractor agrees to post in conspicuous places available to employees and applications, a notice setting forth provisions of this non-discrimination clause. A violation of this section exposes the Contractor to the penalties provided for in Labor Code Section 1735.

12. PRESENTATION OF CLAIMS. Any claim, as that term is defined in Public Contract Code §9204, shall be submitted in accordance with Section 9204 and shall contain a sufficient description of the claim, the basis therefore and documentation in support of the claim. The claim shall be processed as more fully set forth in the Plans and Specifications.

13. TERMINATION. This Agreement may be terminated by the City for any reason upon the giving of a written "Notice of Termination" to Contractor at least thirty (30) days prior to the date of termination specified in the notice. Upon receipt of such notice, Contractor shall immediately cease work, unless otherwise directed by the Notice of Termination. In the event of such termination, Contractor shall be paid for services satisfactorily rendered and expenses reasonably and necessarily incurred prior to the effective date of termination, unless the Notice of Termination is issued for cause, in which event the City may withhold any disputed compensation. Contractor shall not be entitled to any claim for lost profits.

State of California

Contractor's License No.

Contractor's Business Phone:

Contractor's Business Email:

Contractor's emergency phone which can be reached at any time:

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

“City”

City of Los Alamitos

By: _____

Jordan B. Nefulda
Mayor

APPROVED AS TO FORM.

ATTEST:

Woodruff & Smart, APC

By: _____

Michael S. Daudt
City Attorney

By: _____

Windmera Quintanar, CMC
City Clerk

“Contractor”

Company Name

By: _____

By: _____

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: April 15, 2024

ITEM NUMBER: 11C

To: Mayor Jordan B. Nefulda & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Approval of the Request for Proposals (RFP) 2024-03 and Authorization to Bid for Laurel Park Tennis Court Resurfacing Project

SUMMARY

This item facilitates the solicitation of bids to provide services for the resurfacing of the Laurel Park Tennis Courts.

RECOMMENDATION

1. Approve the Request for Proposals (RFP) 2024-03 for the Laurel Park Tennis Court Resurfacing Project; and,
2. Authorize staff to advertise and solicit bid proposals.

BACKGROUND

The Laurel Park Tennis Courts provides various tennis programs and opportunities for reservations to the general public. Throughout the week, the courts are heavily used for tennis classes, summer tennis camps, and resident reservations. The current tennis court surface shows signs of usage and cracks in the concrete. Maintenance to the tennis courts have not been done in over 10 years. With the rise in pickleball, this opportunity would allow the City to convert one tennis court to two brand new pickleball courts. The new benches and City approved paint scheme would also bring a new look to the tennis courts to enhance the playing experience.

DISCUSSION

The purpose of the Request for Proposal (RFP) is to solicit and select a contractor to provide services for the resurfacing of the Laurel Park Tennis Courts. The selected contractor is expected to provide services in an efficient and professional manner, and to provide labor, tools, equipment materials and supplies necessary to complete work in a manner that will meet the City's requirements.

The services requested by way of this contract includes but is not limited to:

1. Laurel Park Tennis Court Chain Link Fence and Windscreen
 - Removal of current tennis court surface.
 - Repair all cracks and spalls in the concrete.

- Apply acrylic resurfacer to concrete prior to paint coat application.
- Paint City approved color scheme with silica sand.
- Install two new pickleball courts with court lines.
- Install 3 foot high, 42 foot long black vinyl fence in between pickleball courts.
- Install (6) 10 foot long cabana benches in between each court with City approved color scheme.
- Remove and replace caulking around the courts.
- Contractor will provide a single point of contact for all installations.
- Contractor will provide warranty for all installations.

Term of the Agreement

Once a contractor is selected, an agreement will be established. The term of the project runs until successful completion and acceptance of the work, or one year, whichever is sooner, unless extended by the parties. The contractor will also provide a warranty of one (1) for all work completed.

The following is an approximate timeline for awarding of this project:

Request for Proposal Made Available: Tuesday, April 16, 2024

Optional Site Visit: Tuesday, April 30, 2024 from 9:00 a.m. to 10:00 a.m.

Proposal Due on Bidnet: Thursday, May 9, 2024 at 5:30 p.m.

City Review of Proposals: Monday, May 13, 2024 to Thursday, June 6, 2024

City Council Consideration for Awarding: Monday, June 17, 2024

FISCAL IMPACT

Funding for this project will be expended out of Account No. 10-570-5501-2404.

Attachment: 1. RFP 2024-03 - Laurel Park Tennis Court Resurfacing Project

**CITY OF LOS ALAMITOS
CALIFORNIA**



**REQUEST FOR BIDS
LAUREL PARK TENNIS COURT RESURFACING PROJECT**

PROJECT NO. 2024-03

PREPARED FOR

**CITY OF LOS ALAMITOS
3191 KATELLA AVENUE
LOS ALAMITOS, CALIFORNIA 90720**

PREPARED BY

**STEVE KIM
3191 KATELLA AVE.
LOS ALAMITOS, CA 90720**

MARCH 2024

CITY OF LOS ALAMITOS

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**NOTICE OF REQUEST FOR PROPOSALS 2024-03
FOR
LAUREL PARK TENNIS COURT RESURFACING PROJECT**

NOTICE IS HEREBY GIVEN that the City of Los Alamitos, as City, is seeking proposals from qualified firms to provide services for the LAUREL PARK TENNIS COURT RESURFACING PROJECT ("Project"). Proposals will be received electronically through BidNet Direct (<http://cityoflosalamitos.org/517/Bid-Opportunities>).

Submission Deadline: Proposals are due no later than **5:00 P.M. (Pacific Standard Time) on May 9, 2024.**

DESCRIPTION OF THE WORK: In general, the work is comprised of public works construction including removal of old surface, patching cracks & spalls, install new surfacing, installation of (?) pickleball courts, painting city-approved tennis and pickleball court lines, 50-foot long black vinyl chain-link fence 3 feet in height with posts and hardware, purchase and install (6) city-approved cabana benches, caulking around the courts and other miscellaneous improvements as shown on the plans and as required to complete the work.

OBTAINING A COPY OF THE RFP: A copy of the RFP is available through BidNet Direct (BidNet) online platform. The website address is: <http://cityoflosalamitos.org/517/Bid-Opportunities>.

SUBMITTAL OF PROPOSAL: Proposals must be prepared on the approved forms in conformance with **INSTRUCTION TO BIDDERS** and must be submitted electronically on BidNet, accessible through the City's webpage at <http://cityoflosalamitos.org/517/Bid-Opportunities> where each prospective bidder must first register as a vendor through the City's BidNet portal. Contract documents, plans, and specifications if applicable will be available for review on BidNet.

OPTIONAL PRE-PROPOSAL MEETING: There will be an Optional Pre-Proposal site visit on **May 2, 2024 at 9:00 a.m.** at Laurel Park at 10862 Bloomfield Street, Los Alamitos.

AWARD OF CONTRACT: The City reserves the right after opening bids to reject any or all bids, to waive any informality (non-responsiveness) in a bid, or to make award to the lowest responsive, responsible bidder, and reject all other bids, as it may best serve the interest of the City. Within five (5) working days after the date of the Notice of Apparent Low Bidder, the successful bidder will be required to submit required Contract Agreement and Insurance. Within ten (10) working days after the date of the Notice of Award, the successful bidder will be required to submit Construction Schedule.

CONTRACTOR'S LICENSE CLASSIFICATION: The Contractor shall possess a valid **Contractor's License** at the time of submitting bids, in accordance with provisions of Chapter 9, Division III of the California Business and Professions Code.

CALIFORNIA WAGE RATE REQUIREMENTS: The wage rates applicable to this Project are the State of California Department of Industrial Relations prevailing rates of per diem wages. In accordance with the provisions of Sections 1773.2 of the California Labor Code, copies of the general prevailing rate of per diem wages as determined by the State Director of Industrial Relations are available at City Hall, which shall be made available to any interested party upon request, or on the Internet at the State Department of Industrial Relations website (www.dir.ca.gov) under Statistics and Research. It shall be mandatory upon the Contractor to whom the contract is awarded and upon any subcontractor to pay not less than said specified rates to all workers employed by them in the execution of the contract. A copy of said rates shall be posted at each job site during the course of construction. The Contractor and all subcontractors shall comply with all provisions of the California Labor Code relating to prevailing wage rates, including Sections 1770–1781.

REGISTRATION WITH DIR: Pursuant to Labor Code Section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in performance of any contract for public work, unless currently registered and qualified to perform public work unless registered with the Department of Industrial Relations.

Contact: Questions or Requests for Information (RFIs) or interpretations are due on May 2, 2024 and shall be submitted on BidNet portal. Please contact Steve Kim at skim@cityoflosalamitos.org should you have questions about this procedure.

Dated this 15 day of April, 2024.

City of Los Alamitos, California

Published: News Enterprise
April 24, 2024

Steve Kim, Recreation Supervisor
3191 Katella Avenue
Los Alamitos, CA 90720

CITY OF LOS ALAMITOS
INSTRUCTIONS TO BIDDERS
FOR
LAUREL PARK TENNIS COURT RESURFACING PROJECT

1. BACKGROUND

The City of Los Alamitos (City) is soliciting proposals from qualified professional to resurface the courts, patch cracks & spalls, paint court lines, install pickleball courts, install a divider fence with all hardware and purchase and install cabana benches at the Laurel Park tennis courts. The Laurel Park Tennis Courts provides various programs and opportunities for reservations to the general public. Throughout the week, the courts are heavily used for classes, camps, and reservations. The current tennis court surface is over 10 years old and is showing signs of degradation from the elements. A new tennis court surface and pickleball courts would give the courts a new look, increased visual appeal, and provide space for a new program. The new surface will help players of both sports maintain traction and reduce the risk of injury. The new practices areas will enhance the experience of all participants at the courts.

The purpose of this RFP is to provide the City with the best possible tennis and pickleball courts and amenities at a level expected by the City's residents, City Council, City Staff, and visitors to the community. The selected contractor will work closely with City staff to ensure accurate installation and color scheme.

2. RFP TIMELINE

The schedule of key milestones related to the Tennis Court Resurfacing is as follows:

- Proposal Release Date April 16, 2024
- Optional Pre-Bid Site Visit April 30, 2024, 9:00AM
- Last Day for Questions May 2, 2024
- Proposal Submittal Due Date May 9, 2024, 5:30PM
- Council Award of Contract June 17, 2024

3. RFP AND RELEVANT MATERIALS AVAILABILITY & ELECTRONIC BIDDING PORTAL

A copy of the RFP and other Bid Document are available through BidNet Direct (BidNet) online platform. The website address is: <http://cityoflosalamitos.org/517/Bid-Opportunities>.

All relevant materials shall be obtained from BidNet.

4. INTERPRETATION OF CONTRACT DOCUMENTS

No oral interpretations will be made to any Respondent as to the meaning of the contract documents. Requests for an interpretation shall be submitted on BidNet portal by May 2, 2024. Interpretations by the City 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 that have registered with the City by way of BidNet portal on a particular project. It is the responsibility of all perspective Respondents to register on the City's BidNet portal (<http://cityoflosalamitos.org/517/Bid->

[Opportunities](#)) to ensure receipt of any addendum(a) prior to proposal submittals. Additionally, plans, specifications, bid document, addendum(a), questions and answers, forms to complete, supplements to construction documents or specifications will be available on the City's BidNet Portal. City makes no guarantee that all Respondents will receive all addenda. All such addenda shall become part of the contract.

5. PROPOSAL FORMS

Proposals must be prepared on the approved forms in conformance with **INSTRUCTION TO BIDDERS** and must be submitted electronically on BidNet , accessible through the City's webpage at <http://cityoflosalamitos.org/517/Bid-Opportunities> where each prospective Respondent must first register as a vendor through the City's BidNet portal. Contract documents, plans, and specifications if applicable will be available for review on BidNet.

Successful proposals must include:

- Bid Proposal -Attachment A
- Bid Schedule -Attachment B
- Non-Collusion Affidavit -Attachment C

Proposals must fully address all areas requested, contain complete technical submittals, references, and data to verify qualifications and experience and include a statement that the City contract can be executed. Proposals without complete submittal data will be considered non-responsive. As part of the technical proposal, Contractors must evaluate the City's proposal terms and conditions.

Respondents shall respond to the final written RFP and any exhibits, attachments and amendments.

All Respondents shall verify if any addendum for this project has been issued by the City. It is the Respondent's responsibility to ensure that all requirements of contract addendum are included in the Respondent's submittal.

Respondents are required to submit (upload) all items on BidNet. Proposals will be received up to the hour of **5:30 p.m., on the 9th of May, 2024**.

A proposal received after the time set for the proposal opening shall not be considered.

The City 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 Respondent is solely responsible for "on time" submission of their electronic proposal. The City will only consider proposals that have been transmitted successfully and have been issued an e-bid confirmation number. Respondents experiencing any technical difficulties with the proposal submission process may contact BidNet at 1-800-835-4603.

6. NON-COLLUSION AFFIDAVIT

Bidder shall declare that the only persons or parties interested in the proposal as principals are those named therein; that no officer, agent, or employee of the CITY is personally

interested, directly or indirectly, in the proposal; that the proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that the proposal is in all respects fair and without collusion or fraud. The Non-Collusion Affidavit shall be executed and submitted with the proposal.

7. PROPOSAL BID SHEET

Bidders shall give unit prices for each and all of the items set forth. No aggregate bids will be considered. The bidder shall set forth for each item of work, in clearly legible figures, a unit item price and a total for the item in the respective spaces provided for this purpose. The quantities listed in the Bid sheets are supplied to give an indication of the general scope of work, but the accuracy of figures is not guaranteed and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

8. WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn from BidNet by the Respondent. Withdrawal must be made prior to the bid opening hour stipulated. 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 Respondent to submit a new proposal, providing there is time to do so.

9. NONRESPONSIVE PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it nonresponsive and may cause its rejection. The completed proposal forms shall be without inter-lineation, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

10. REJECTION OF PROPOSALS

The City 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 City; which are accompanied by insufficient or irregular bid security; or which are from Respondents who have previously failed to perform properly or to timely complete contracts of any nature. Waiver of one irregularity does not constitute waiver of any other irregularities. Overall responsiveness to the RFP is an important factor in the review process.

11. 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 that may be applicable. Bidder acknowledges and agrees that CITY shall not be responsible for the payment of any increase in Sales Tax, Use Tax, or any other tax that takes effect after award.

12. 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.

13. INTERPRETATION OF PLANS AND DOCUMENTS

If any person contemplates submission of a bid for the proposed contract and is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, or finds discrepancies in, or omissions from, the drawings or specifications, he or she may submit to the City Engineer a written request for an interpretation or correction thereof five (5) working days prior to the scheduled bid opening. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents shall be made only by addendum duly issued and copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The City Engineer will not be responsible for any other explanation or interpretations of the proposed documents.

14. ADDENDA OR BULLETINS

The effect of all addenda to the Contract Documents shall be considered in the bid, and said addenda shall be made a part of the Contract Documents and shall be returned with them. Before submitting a bid, each bidder shall confirm as to whether or not any addenda have been issued, and failure to cover in this bid any such addenda issued, may render bid non-responsive and may result in its rejection by the CITY.

15. LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same are expressly referred to herein or not.

Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and Contract Documents, and to full compliance therewith.

16. CITY BUSINESS LICENSE

Contractor must obtain a City business license prior to commencement of any work.

17. AWARD OF CONTRACT

Following a review of the bids, the CITY shall determine whether to award the contract or to reject all bids. The award of contract, if made, will be to the lowest responsive-responsible bidder as determined solely by the CITY. At the time of contract award, the successful bidder shall hold a **Contractor's License** as required to perform the work, issued by the State of California and a business license in the City of Los Alamitos. Additionally, the CITY reserves the right to reject any or all proposals, to accept any bid or portion thereof, to waive any irregularity, and to take the bids under advisement for the period of time stated in the "Notice Inviting Sealed Bids", all as may be required to provide for the best interests of the CITY. 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 the award is contemplated.

No bidder may withdraw its proposal for a period of forty-five (45) days after the time set for opening thereof. However, the CITY will return all proposal guarantees within ten (10) days after the award of the contract or rejection of the bids, as the case may be, to the respective bidders whose proposals they accompany.

18. PREVAILING WAGE RATES

The wage rates applicable to this Project are the State of California Department of Industrial Relations prevailing rates of per diem wages. In accordance with the provisions of Sections 1773.2 of the California Labor Code, copies of the general prevailing rate of per diem wages as determined by the State Director of Industrial Relations are available at City Hall, which shall be made available to any interested party upon request, or on the Internet at the State Department of Industrial Relations website (www.dir.ca.gov) under Statistics and Research.

It shall be mandatory upon the Contractor to whom the Contract is awarded and upon any subcontractor to pay not less than said specified rates to all workers employed by them in the execution of the Contract. A copy of said rates shall be posted at each job site during the course of construction. The Contractor and all subcontractors shall comply with all provisions of the California Labor Code relating to prevailing wage rates, including Sections 1770–1781.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Department of Industrial Relations shall monitor and enforce compliance with applicable prevailing wage requirements for this Agreement. The reporting requirements may be found at <https://www.dir.ca.gov/Public-Works/Contractors.html>. The Contractor is responsible for complying with all requirements of the Department of Industrial Relations, including filing electronic payroll reports.

A contractor or subcontractor will not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Contractor and its subcontractors shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

A contractor or subcontractor will not be qualified to bid on, be listed in a bid proposal, subject to Section 6109 of the public Contract Code, or engage in the performance of any contract for public work on a public works project if the contractor or subcontractor is ineligible to perform work pursuant to Section 1777.1 or 1777.7 of the Labor Code.

The CITY will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate or the Federal Minimum Wage Rate (whichever is greater) as set forth in the contract. The possibility of wage increases is one of the elements to be considered by the bidder in determining his bid, and

will not under any circumstances be considered as the basis of a claim against the CITY on the Contract.

The Contractor and subcontractors shall comply with Section 1777.6 of the Labor Code which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in Government Code Section 12940(a), as those bases are defined in Government Code Sections 12926 and 12926.1, except as provided in Labor Code Section 3077 and Government Code Section 12940.

19. WORKERS' COMPENSATION CERTIFICATE

Section 3700 of the Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations.

In accordance with this section and with Section 1861 of the Labor Code, the Contractor shall sign a Compensation Insurance Certificate which is included with the Contract Agreement, and submit same to CITY along with the other required Contract Documents, prior to performing any work. Reimbursement for this requirement shall be considered as included in the various items of work.

20. CLAYTON ACT AND CARTWRIGHT ACT

In accordance with Section 7103.5 of the Public Contract Code, in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to CITY all rights, and interest in and 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 (commencing with Section 16700) 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 the Contractor, without further acknowledgment by the parties.

21. SUBLETTING AND SUBCONTRACTING.

Pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contract Code), bidders are required to list in their proposal the name business address, California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render services in or about the construction of the work or improvement or a subcontractor who specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications in excess of 1/2 of 1% of this prime Contractor's total bid or \$10,000, whichever is greater. If a subcontractor's California contractor license number or public works contractor registration number are submitted incorrectly in the bid, it will not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected subcontractor's California contractor license number is submitted to CITY within 24 hours after the bid opening

If the bidder fails to list a subcontractor for a portion of work or if the bidder lists more than one subcontractor of the same portion of work in excess of 1/2 of 1% of the total bid or

\$10,000, whichever is greater, the bidder agrees that it is fully qualified to perform that portion of work itself, and that the bidder shall perform that portion of work itself. If after award of the contract, the bidder actually subcontracts that portion of work, except as provided in Public Contract Code Section 4107 or 4109, the bidder shall be subject to the penalties listed in Section 4111 of the Public Contract Code. It is the CITY's intent for the Subletting and Subcontracting Fair Practices Act to apply to all phases of the work.

22. SUBSTITUTION OF SECURITIES

In conformance with Public Contract Code Section 22300, which is incorporated herein by this reference, the Contractor may substitute securities for any monies withheld by the CITY to ensure performance under the Contract or, in the alternative, may request payment of retention earned directly to an escrow agent.

At the request and expense of the Contractor, the Contractor has the option to deposit securities, which have been approved by the CITY, with a State or Federally chartered bank as the escrow agent or require the City to deposit 5% of each progress payment with the escrow agent. Said securities will be used as a substitute for retention earnings required to be withheld by the CITY, pursuant to the construction contract. Said securities shall have no obligation to any other construction contract for substitution of securities in lieu of retention. When the Contractor deposits the CITY approved securities with the escrow agent, the escrow agent shall notify the CITY within 10 calendar days of the deposit. Said securities shall be evaluated quarterly by the escrow agent to verify the current market value. If the current market value of said securities falls below the required amount, the escrow agent shall notify the Contractor and require additional securities and/or cash to be submitted for CITY approval, and be held in the escrow account to meet the Contractor's obligations. The escrow agent shall hold said securities until such time as the escrow agent receives written notification from the CITY that the Contractor has satisfactorily completed his Contract obligations.

The type of securities deposited and the method of release shall be approved by the City Attorney's office.

If the Contractor chooses not to exercise its rights under Public Contract Code Section 22300, the full five percent (5%) 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, if no stop notices have been filed. The CITY may withhold from release of the final retention amounts authorized under Public Contracts Code Section 7107 and/or 125% of amounts identified in any Stop Notices received by the CITY.

BIDDER'S NAME _____

CITY OF LOS ALAMITOS

**PROPOSAL
FOR
LAUREL PARK TENNIS COURT RESURFACING PROJECT**

TO CITY OF LOS ALAMITOS, as CITY:

In accordance with CITY's "Notice of Request for Proposals", the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and Contract Documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Standard Specifications, Instructions to Bidders, Proposal Documents, General Specifications, Special Provisions and Contract Documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Proposal Bid Sheet. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to CITY of the Bid Security accompanying this proposal.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Proposal Bid Sheet are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

BIDDER agrees and acknowledges that it is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that the BIDDER will comply with such provisions of that code before the commencement of any work under this Contract, if awarded.

BIDDER certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any CITY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

BIDDER certifies that affirmative action has been taken to seek out and consider disadvantaged business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been carefully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder.

Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

BIDDER'S NAME:_____

DATE _____, 20____.

BIDDER'S ADDRESS:_____

BY _____
(Print Name)

(Signature)

PHONE: _ () _____

TITLE _____

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address _____

Email: _____ Telephone: () _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

BIDDER'S NAME _____

LIST OF SUBCONTRACTORS (4100 PUBLIC CONTRACT CODE)

BIDDER proposes to subcontract certain portions of the work, and to procure materials and equipment from suppliers and vendors in excess of ½ of 1% of the total bid amount or ten thousand dollars (\$10,000), whichever is greater as follows (add additional pages as necessary) (Bidder must include all requested information):

Subcontractor Name _____
Address _____
License No. and Class _____
DIR Registration No. _____
Phone No. _____ Email: _____
Percent of Total Contract _____
Specific Scope of Work _____

Subcontractor Name _____
Address _____
License No. and Class _____
DIR Registration No. _____
Phone No. _____ Email: _____
Percent of Total Contract _____
Specific Scope of Work _____

Subcontractor Name _____
Address _____
License No. and Class _____
DIR Registration No. _____
Phone No. _____ Email: _____
Percent of Total Contract _____
Specific Scope of Work _____

Subcontractor Name _____
Address _____
License No. and Class _____
DIR Registration No. _____
Phone No. _____ Email: _____
Percent of Total Contract _____
Specific Scope of Work _____

BIDDER'S NAME _____

REFERENCES

The following are the names, addresses, and phone numbers for three (3) public agencies for which BIDDER has performed similar work within the past two years:

Agency Name _____
Address _____
Phone No. _____ Contact: _____
Description of Work _____

Agency Name _____
Address _____
Phone No. _____ Contact: _____
Description of Work _____

Agency Name _____
Address _____
Phone No. _____ Contact: _____
Description of Work _____

DESIGNATION OF SURETIES

The following are the names, addresses, and phone numbers for all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

Name _____
Address _____
Phone No. _____

Name _____
Address _____
Phone No. _____

Name _____
Address _____
Phone No. _____

Name _____
Address _____
Phone No. _____

CONTRACTOR'S LICENSING STATEMENT

BIDDER certifies that the following is true and correct. The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Contractor's License Number _____

DIR Registration No. _____

Name of Individual Contractor (Print or type):

Signature of Owner(s) _____

Business Address _____

or

Name of Company _____

Business Address _____

Officers:

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

or

Name of Corporation _____

Business Address _____

Corporation organized under the laws of the State of _____

Name of President of Corp./ Company

Name of Secretary of Corp./ Company

**CITY OF LOS ALAMITOS
PROPOSAL BID SCHEDULE
FOR
LAUREL PARK TENNIS COURT RESURFACING PROJECT**

BASE BID ITEMS

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
1	BASE SERVICES: Furnish and install tennis and pickleball court surface, remove current tennis court surface, repair cracks and spalls, paint new court lines with city-approved color scheme, install 50-foot long black vinyl fencing in between pickleball court at 3 foot in height with all hardware, purchase and install (6) city-approved cabana benches, replace caulking all around the courts,	1	LUMP SUM		

BASE BID SUBTOTAL IN FIGURES:

\$ _____

TOTAL BASE BID AMOUNT FOR BID ITEM 1 SHALL BE USED IN DETERMINING THE LOWEST BID AMOUNT RECEIVED.

TOTAL BASE BID AMOUNT IN FIGURES:

\$ _____

TOTAL BID AMOUNT IN WORDS:

_____ DOLLARS

AND _____ CENTS.

NOTE: THE LOWEST BIDDER SHALL BE DETERMINED BY THE LOWEST BID AMOUNT FOR THE BASE BID ITEMS (BID ITEMS NO. 1) WITHOUT CONSIDERATION OF ANY AMOUNT FOR THE ADDITIVE ALTERNATE BID (BID ITEMS NO. 1). THE CITY, AT ITS DISCRETION, HAS THE OPTION TO AWARD A CONTRACT WHICH INCLUDES THE ADDITIVE ALTERNATE BID.

NOTE: THE ESTIMATED QUANTITIES SHOWN HEREIN ARE APPROXIMATE AND ARE TO BE USED ONLY AS COMPARISON OF BIDS. PAYMENT FOR QUANTITIES WILL BE MADE FOR ACTUAL MATERIALS USED ON THE JOB. THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ALL OR ANY ITEM FROM THE CONTRACT. IF THERE IS A CONFLICT BETWEEN THE UNIT PRICE PROVIDED AND TOTAL COST, THE UNIT PRICE SHALL PREVAIL. IF THERE IS A CONFLICT BETWEEN THE "TOTAL BASE BID AMOUNT FIGURES" AND THE "TOTAL BASE BID AMOUNT IN WORDS", THE "TOTAL BASE BID AMOUNT IN WORDS" SHALL PREVAIL.

BIDDER'S NAME_____

NON-COLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
) SS
COUNTY OF)

In conformance with Public Contract Code Section 7106, the party making the foregoing bid declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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]."

Signed_____

Title

PUBLIC WORKS AGREEMENT [Contractor]

THIS PUBLIC WORKS AGREEMENT (“Agreement”) is made and entered into, to be effective this XXth day of MONTH 2024 (“Effective Date”), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, (“City”) and company, a Corporation, (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has determined that it requires the services of a qualified contractor to complete the Laurel Park Tennis Court Resurfacing Project (“Project”).

B. In response to City’s Request for Proposals No. 2024-03 (RFP), dated April 15, 2024, Contractor submitted to City a written bid, dated DATE, 2024 (“Contractor’s Bid”).

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

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

AGREEMENT

1. GENERAL SCOPE OF WORK. Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the Project in the City (the “Work”). The Work to be performed in accordance with the Contract Documents with bid prices hereinafter mentioned and in accordance with the instructions of the City’s Project Manager, who is Steve Kim, Recreation Supervisor, (562) 430-1073 x515.

2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY/PRIORITY OF DOCUMENTS. The Plans are incorporated herein by reference and made a part hereof with like force and effect as if set forth in full herein. The Project plans and specifications if any (“Plans”), Contractor’s Bid together with this Agreement shall constitute the entire agreement between the Parties. This Agreement is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by the Contractor whether set out specifically in this Agreement or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this Agreement, the following order of precedence shall apply: (1) this Agreement; (2) the Plans; and (3) Contractor's Bid (collectively, the “Contract Documents”).

3. COMPENSATION. Contractor agrees to receive and accept the prices set forth in its Contractor's Bid as full compensation for furnishing all materials, performing all Work, and fulfilling all obligations hereunder. Said compensation in the amount of **Dollars** (\$XX.00) 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 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. Final payment to Contractor shall be withheld for at least 30 days after the time in which Contractor has verified, to the City's satisfaction, that it has submitted all information to the Department of Industrial Relations required by Labor Code §1773.3.

4. TERM OF AGREEMENT. The term of the project runs until successful completion and acceptance of the work, or one year, whichever is sooner, unless extended by the parties.

5. INSURANCE. Contractor shall not commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to City nor shall the Contractor allow any sub-contractor to commence work on his sub-contract until all insurance required of the sub-contractor has been obtained. The Contractor shall take out and maintain at all times during the life of this contract the following policies of insurance:

a. Workers' Compensation Insurance: Before beginning work, the Contractor shall furnish to the City a certificate of insurance as proof that he has taken out full workers' compensation insurance for all persons whom he may employ directly or through sub-contractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

In accordance with the provisions of Section 3700 of the California Labor Code, every Contractor shall secure the payment of compensation to his employees. The Contractor, prior to commencing work, shall sign and file with the City a certification as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which requires 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 work of this contract."

b. For all operations of the Contractor or any sub-contractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

- 1) General Liability - \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.
 - 2) Automobile - \$2,000,000 per accident for bodily injury and property damage.
 - 3) Employer's Liability - \$1,000,000 per accident for bodily injury or disease.
- c. Each such policy of insurance provided for in paragraph b. shall:
- 1) Be issued by an insurance company approved in writing by City, which is authorized to do business in the State of California.
 - 2) Name as additional insured the City of Los Alamitos, its officers, agents and employees, and any other parties specified in the bid documents to be so included;
 - 3) Specify it acts as primary insurance and that no insurance held or owned by the designated additional insured shall be called upon to cover a loss under the policy;
 - 4) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof reduced until thirty (30) days after receipt by City of a written notice of such cancellation or reduction of coverage."
 - 5) Waives all right of subrogation against all persons and entities specified in subparagraph 4.c.(2) hereof to be listed as additional insured in the policy of insurance provided for in paragraph b. by reason of any claim arising out of or connected with the operations of Contractor or any sub-contractor in performing the work provided for herein;
 - 6) Otherwise be in form satisfactory to the City.
- d. The Contractor shall, prior to performing any work under this Agreement, deliver to the City Manager or his designee the original policies of insurance required in paragraphs a. and b. hereof, or deliver to the City Manager or his designee a certificate of the insurance company, showing the issuance

of such insurance, and the additional insured and other provisions required herein.

6. PREVAILING WAGE. Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the Contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public works is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the Office of the City Clerk of the City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, California, and are available to any interested party on request. Contractor shall cause a copy of such determinations to be posted at the job site.

Contractor shall forfeit, as penalty to City, not more than two hundred dollars (\$200.00) for each laborer, workman or mechanic employed for each calendar day or portion thereof, if such laborer, workman or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under this Agreement, by him or by any sub-contractor under him.

Contractor and any of its sub-contractors must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, which precludes the award of a contract for a public work on any public works project awarded after April 1, 2015 to a person not registered. This Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7. APPRENTICESHIP EMPLOYMENT. In accordance with the provisions of Section 1777.5 of the Labor Code, and in accordance with the regulations of the California Apprenticeship Council, properly indentured apprentices may be employed in the performance of the work.

Contractor is required to make contribution to funds established for the administrative of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeship trade on such contracts and if other Contractors on the public works site are making such contributions.

Contractor and any sub-contractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

8. LEGAL HOURS OF WORK. Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this Agreement, and the Contractor and any sub-contractor under him shall comply with and be governed by the laws of the State of California

having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

Contractor shall forfeit, as a penalty to City, twenty-five dollars (\$25.00) for each laborer, workman or mechanic employed in the execution of the contract, by him or any sub-contractor under him, upon any of the work hereinbefore mentioned, for each calendar day during which the laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the Labor Code.

9. TRAVEL AND SUBSISTENCE PAY. Contractor agrees to pay travel and subsistence pay to each workman needed to execute the work required by this contract as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

10. CONTRACTOR'S LIABILITY. The City and its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of Contractor, of its sub-contractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

Contractor will indemnify Indemnities against and will hold and save Indemnitees harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of Contractor, its agents, employees, sub-contractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of City. In connection therewith:

- a. Contractor will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.
- b. Contractor will promptly pay any judgment rendered against Contractor or Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations or activities of Contractor hereunder, and Contractor agrees to save and hold the Indemnitees harmless therefrom.

Contractor's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnatee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City

provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

So much of the money due to Contractor under and by virtue of the contract as shall be considered necessary by City may be retained by City until disposition has been made of such actions or claims for damages as aforesaid.

It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees.

Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

11. NON-DISCRIMINATION. Pursuant to Labor Code Section 1735, no discrimination shall be made in the employment of persons in the work contemplated by this Agreement because of the race, color, sex, mental disability, physical disability, religion or other reason set forth in Government Code § 12940 of such person. Contractor agrees to post in conspicuous places available to employees and applications, a notice setting forth provisions of this non-discrimination clause. A violation of this section exposes the Contractor to the penalties provided for in Labor Code Section 1735.

12. PRESENTATION OF CLAIMS. Any claim, as that term is defined in Public Contract Code §9204, shall be submitted in accordance with Section 9204 and shall contain a sufficient description of the claim, the basis therefore and documentation in support of the claim. The claim shall be processed as more fully set forth in the Plans and Specifications.

13. TERMINATION. This Agreement may be terminated by the City for any reason upon the giving of a written "Notice of Termination" to Contractor at least thirty (30) days prior to the date of termination specified in the notice. Upon receipt of such notice, Contractor shall immediately cease work, unless otherwise directed by the Notice of Termination. In the event of such termination, Contractor shall be paid for services satisfactorily rendered and expenses reasonably and necessarily incurred prior to the effective date of termination, unless the Notice of Termination is issued for cause, in which event the City may withhold any disputed compensation. Contractor shall not be entitled to any claim for lost profits.

State of California

Contractor's License No.

Contractor's Business Phone:

Contractor's Business Email:

Contractor's emergency phone which can be reached at any time:

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

“City”

City of Los Alamitos

By: _____

Jordan B. Nefulda
Mayor

APPROVED AS TO FORM.

ATTEST:

Woodruff & Smart, APC

By: _____

Michael S. Daudt
City Attorney

By: _____

Windmera Quintanar, CMC
City Clerk

“Contractor”

Company Name

By: _____

By: _____

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: April 15, 2024

ITEM NUMBER: 11D

To: Mayor Jordan B. Nefulda & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Approval of Request for Bids and Authorization to Bid for Los Alamitos Police Department Vehicle Canopy Project for FY 2023-2024 (CIP No. 23/24-07)

SUMMARY

This item facilitates the solicitation of bids to provide services for the furnishing and installation of the vehicle canopy for the Los Alamitos Police Department patrol vehicles.

RECOMMENDATION

1. Approve the Request for Bids for the Los Alamitos Police Department Vehicle Canopy Project (CIP No. 23/24-07); and,
2. Authorize staff to advertise and solicit bid proposals.

BACKGROUND

The Los Alamitos Police Department has faithfully served the residents day in and day out living by the motto "Every Hour, Every Day." The Los Alamitos Police Department also assists agencies in neighboring cities when needed. The walkways that the officers utilize to get to their vehicles are exposed to the elements. The canopy will provide shade from the elements as they exit their vehicle and enter the building. The protection from rain and the heat will help police officers keep their vehicles dry and cool throughout the year.

DISCUSSION

The purpose of the Request for Bids is to solicit and select a contractor to provide services for the furnishing and installation of new canopies for the Los Alamitos Police Department vehicles. The selected contractor is expected to provide services in an efficient and professional manner, and to provide labor, tools, equipment materials and supplies necessary to complete work in a manner that will meet the City's requirements.

The services requested by way of this contract includes but is not limited to:

1. Los Alamitos Police Department Vehicle Canopy
 - Canopy to cover walkway adjacent to the building.
 - Canopy extended to cover the patrol vehicle on the east side of the building.
 - Canopy to cover patrol vehicles on the north side of the building
 - All canopies will be connected to the building .

- Canopy and frame will be painted with City-approved color scheme
- Framing will also have areas for lighting to be attached and installed.
- Contractor will provide a single point of contact for all installations.
- Contractor will provide warranty for all installations.

Term of the Agreement

Once a contractor is selected, an agreement will be established. The term of the project runs until successful completion and acceptance of the work, or one year, whichever is sooner, unless extended by the parties. The contractor will also provide a warranty of one (1) for all work completed.

The following is an approximate timeline for awarding of this project:

Request for Proposal Made Available: Tuesday, April 16, 2024

Optional Site Visit: Tuesday, April 30, 2024 from 1:00 p.m. to 2:00 p.m.

Proposal Due on Bidnet: Thursday, May 9, 2024 at 5:30 p.m.

City Review of Proposals: Monday, May 13, 2024 to Thursday, June 6, 2024

City Council Consideration for Awarding: Monday, June 17, 2024

FISCAL IMPACT

The Capital Improvement Project (CIP) was approved for fiscal year 2023-2024. Funding for the service will be expended out of Account No. 25-570-5503.2306.

Attachment: 1. CIP 23-24-07 - Los Alamitos Police Department Vehicle Canopy Project

**CITY OF LOS ALAMITOS
CALIFORNIA**



**REQUEST FOR BIDS
LOS ALAMITOS POLICE DEPARTMENT VEHICLE CANOPY PROJECT**

CIP PROJECT NO. 23-24-07

PREPARED FOR

**CITY OF LOS ALAMITOS
3191 KATELLA AVENUE
LOS ALAMITOS, CALIFORNIA 90720**

PREPARED BY

**STEVE KIM
3191 KATELLA AVE.
LOS ALAMITOS, CA 90720**

MARCH 2024

CITY OF LOS ALAMITOS

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NOTICE OF REQUEST FOR PROPOSALS 2024-02
FOR
LOS ALAMITOS POLICE DEPARTMENT VEHICLE CANOPY PROJECT

NOTICE IS HEREBY GIVEN that the City of Los Alamitos, as City, is seeking proposals from qualified firms to provide services for the LOS ALAMITOS POLICE DEPARTMENT VEHICLE CANOPY PROJECT ("Project"). Proposals will be received electronically through BidNet Direct (<http://cityoflosalamitos.org/517/Bid-Opportunities>).

Submission Deadline: Proposals are due no later than **5:00 P.M. (Pacific Standard Time) on May 9, 2024.**

DESCRIPTION OF THE WORK: In general, the work is comprised of public works construction including removal of current non-structural beams, installation of canopy cover with all hardware over the walkway, canopy cover with all hardware over seven(7) police vehicle parking stalls. Installation of bollards in front of each pole to reduce damage to the canopy frame. City-approved color scheme for canopy cover and frame as well as fire rated fabric to meet California State Fire Marshall requirements.

OBTAINING A COPY OF THE RFP: A copy of the RFP is available through BidNet Direct (BidNet) online platform. The website address is: <http://cityoflosalamitos.org/517/Bid-Opportunities>.

SUBMITTAL OF PROPOSAL: Proposals must be prepared on the approved forms in conformance with **INSTRUCTION TO BIDDERS** and must be submitted electronically on BidNet , accessible through the City's webpage at <http://cityoflosalamitos.org/517/Bid-Opportunities> where each prospective bidder must first register as a vendor through the City's BidNet portal. Contract documents, plans, and specifications if applicable will be available for review on BidNet.

OPTIONAL PRE-PROPOSAL MEETING: There will be an Optional Pre-Proposal site visit on **April 30, 2024 at 1:00 p.m.** at City Hall at 3191 Katella Avenue, Los Alamitos.

AWARD OF CONTRACT: The City reserves the right after opening bids to reject any or all bids, to waive any informality (non-responsiveness) in a bid, or to make award to the lowest responsive, responsible bidder, and reject all other bids, as it may best serve the interest of the City. Within five (5) working days after the date of the Notice of Apparent Low Bidder, the successful bidder will be required to submit required Contract Agreement and Insurance. Within ten (10) working days after the date of the Notice of Award, the successful bidder will be required to submit Construction Schedule.

CONTRACTOR'S LICENSE CLASSIFICATION: The Contractor shall possess a valid **Contractor's License** at the time of submitting bids, in accordance with provisions of Chapter 9, Division III of the California Business and Professions Code.

CALIFORNIA WAGE RATE REQUIREMENTS: The wage rates applicable to this Project are the State of California Department of Industrial Relations prevailing rates of per diem wages. In accordance with the provisions of Sections 1773.2 of the California Labor Code, copies of the general prevailing rate of per diem wages as determined by the State Director of Industrial Relations are available at City Hall, which shall be made available to any interested party upon request, or on the Internet at the State Department of Industrial Relations website (www.dir.ca.gov) under Statistics and Research. It shall be mandatory upon the Contractor to whom the contract is awarded and upon any subcontractor to pay not less than said specified rates to all workers employed by them in the execution of the contract. A copy of said rates shall be posted at each job site during the course of construction. The Contractor and all subcontractors shall comply with all provisions of the California Labor Code relating to prevailing wage rates, including Sections 1770–1781.

REGISTRATION WITH DIR: Pursuant to Labor Code Section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in performance of any contract for public work, unless currently registered and qualified to perform public work unless registered with the Department of Industrial Relations.

Contact: Questions or Requests for Information (RFIs) or interpretations are due on May 2, 2024 and shall be submitted on BidNet portal. Please contact Steve Kim at skim@cityoflosalamitos.org should you have questions about this procedure.

Dated this 15 day of April, 2024.

City of Los Alamitos, California

Published: News Enterprise
April 24, 2024

Steve Kim, Recreation Supervisor
3191 Katella Avenue
Los Alamitos, CA 90720

CITY OF LOS ALAMITOS

INSTRUCTIONS TO BIDDERS FOR

LOS ALAMITOS POLICE DEPARTMENT VEHICLE CANOPY PROJECT

1. BACKGROUND

The City of Los Alamitos (City) is soliciting proposals from qualified professional to furnish and install a canopy covering over the walkway and patrol vehicles in the Police Department. The Los Alamitos Police Department has faithfully served the residents day in and day out living by the motto “Every Hour, Every Day.” The Los Alamitos Police Department also assists agencies in neighboring cities. The canopy will provide shade from the elements and they exit their vehicle and enter the building. The protection from rain and the heat will help police officers keep their vehicles dry and cool throughout the year.

The purpose of this RFP is to provide the City with the best possible canopy covering at a level expected by the City’s residents, City Council, City Staff, and visitors to the community. The selected contractor will work closely with City staff to ensure accurate installation and color scheme.

2. RFP TIMELINE

The schedule of key milestones related to the City Tree Maintenance Services is as follows:

- Proposal Release Date April 16, 2024
- Optional Pre-Bid Site Visit April 30, 2024, 1:00PM
- Last Day for Questions May 2, 2024
- Proposal Submittal Due Date May 9, 2024, 5:30PM
- Council Award of Contract June 17, 2024

3. RFP AND RELEVANT MATERIALS AVAILABILITY & ELECTRONIC BIDDING PORTAL

A copy of the RFP and other Bid Document are available through BidNet Direct (BidNet) online platform. The website address is: <http://cityoflosalamitos.org/517/Bid-Opportunities>.

All relevant materials shall be obtained from BidNet.

4. INTERPRETATION OF CONTRACT DOCUMENTS

No oral interpretations will be made to any Respondent as to the meaning of the contract documents. Requests for an interpretation shall be submitted on BidNet portal by May 2, 2024. Interpretations by the City 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 that have registered with the City by way of BidNet portal on a particular project. It is the responsibility of all perspective Respondents to register on the City’s BidNet portal (<http://cityoflosalamitos.org/517/Bid-Opportunities>) to ensure receipt of any addendum(a) prior to proposal submittals. Additionally, plans, specifications, bid document, addendum(a), questions and answers, forms to complete, supplements to construction documents or specifications will be available on the

City's BidNet Portal. City makes no guarantee that all Respondents will receive all addenda. All such addenda shall become part of the contract.

5. PROPOSAL FORMS

Proposals must be prepared on the approved forms in conformance with **INSTRUCTION TO BIDDERS** and must be submitted electronically on BidNet , accessible through the City's webpage at <http://cityoflosalamitos.org/517/Bid-Opportunities> where each prospective Respondent must first register as a vendor through the City's BidNet portal. Contract documents, plans, and specifications if applicable will be available for review on BidNet.

Successful proposals must include:

- Bid Proposal -Attachment A
- Bid Schedule -Attachment B
- Non-Collusion Affidavit -Attachment C

Proposals must fully address all areas requested, contain complete technical submittals, references, and data to verify qualifications and experience and include a statement that the City contract can be executed. Proposals without complete submittal data will be considered non-responsive. As part of the technical proposal, Contractors must evaluate the City's proposal terms and conditions.

Respondents shall respond to the final written RFP and any exhibits, attachments and amendments.

All Respondents shall verify if any addendum for this project has been issued by the City. It is the Respondent's responsibility to ensure that all requirements of contract addendum are included in the Respondent's submittal.

Respondents are required to submit (upload) all items on BidNet. Proposals will be received up to the hour of **5:30 p.m., on the 9th of May, 2024.**

A proposal received after the time set for the proposal opening shall not be considered.

The City 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 Respondent is solely responsible for "on time" submission of their electronic proposal. The City will only consider proposals that have been transmitted successfully and have been issued an e-bid confirmation number. Respondents experiencing any technical difficulties with the proposal submission process may contact BidNet at 1-800-835-4603.

6. NON-COLLUSION AFFIDAVIT

Bidder shall declare that the only persons or parties interested in the proposal as principals are those named therein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in the proposal; that the proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that the

proposal is in all respects fair and without collusion or fraud. The Non-Collusion Affidavit shall be executed and submitted with the proposal.

7. PROPOSAL BID SHEET

Bidders shall give unit prices for each and all of the items set forth. No aggregate bids will be considered. The bidder shall set forth for each item of work, in clearly legible figures, a unit item price and a total for the item in the respective spaces provided for this purpose. The quantities listed in the Bid sheets are supplied to give an indication of the general scope of work, but the accuracy of figures is not guaranteed and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

8. WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn from BidNet by the Respondent. Withdrawal must be made prior to the bid opening hour stipulated. 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 Respondent to submit a new proposal, providing there is time to do so.

9. NONRESPONSIVE PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it nonresponsive and may cause its rejection. The completed proposal forms shall be without inter-lineation, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

10. REJECTION OF PROPOSALS

The City 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 City; which are accompanied by insufficient or irregular bid security; or which are from Respondents who have previously failed to perform properly or to timely complete contracts of any nature. Waiver of one irregularity does not constitute waiver of any other irregularities. Overall responsiveness to the RFP is an important factor in the review process.

11. 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 that may be applicable. Bidder acknowledges and agrees that CITY shall not be responsible for the payment of any increase in Sales Tax, Use Tax, or any other tax that takes effect after award.

12. 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.

13. INTERPRETATION OF PLANS AND DOCUMENTS

If any person contemplates submission of a bid for the proposed contract and is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, or finds discrepancies in, or omissions from, the drawings or specifications, he or she may submit to the City Engineer a written request for an interpretation or correction thereof five (5) working days prior to the scheduled bid opening. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents shall be made only by addendum duly issued and copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The City Engineer will not be responsible for any other explanation or interpretations of the proposed documents.

14. ADDENDA OR BULLETINS

The effect of all addenda to the Contract Documents shall be considered in the bid, and said addenda shall be made a part of the Contract Documents and shall be returned with them. Before submitting a bid, each bidder shall confirm as to whether or not any addenda have been issued, and failure to cover in this bid any such addenda issued, may render bid non-responsive and may result in its rejection by the CITY.

15. LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same are expressly referred to herein or not.

Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and Contract Documents, and to full compliance therewith.

16. CITY BUSINESS LICENSE

Contractor must obtain a City business license prior to commencement of any work.

17. AWARD OF CONTRACT

Following a review of the bids, the CITY shall determine whether to award the contract or to reject all bids. The award of contract, if made, will be to the lowest responsive-responsible bidder as determined solely by the CITY. At the time of contract award, the successful bidder shall hold a **Contractor's License** as required to perform the work, issued by the State of California and a business license in the City of Los Alamitos. Additionally, the CITY reserves the right to reject any or all proposals, to accept any bid or portion thereof, to waive any irregularity, and to take the bids under advisement for the period of time stated in the "Notice Inviting Sealed Bids", all as may be required to provide for the best interests of the CITY. 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 the award is contemplated.

No bidder may withdraw its proposal for a period of forty-five (45) days after the time set for opening thereof. However, the CITY will return all proposal guarantees within ten (10) days after the award of the contract or rejection of the bids, as the case may be, to the respective bidders whose proposals they accompany.

18. PREVAILING WAGE RATES

The wage rates applicable to this Project are the State of California Department of Industrial Relations prevailing rates of per diem wages. In accordance with the provisions of Sections 1773.2 of the California Labor Code, copies of the general prevailing rate of per diem wages as determined by the State Director of Industrial Relations are available at City Hall, which shall be made available to any interested party upon request, or on the Internet at the State Department of Industrial Relations website (www.dir.ca.gov) under Statistics and Research.

It shall be mandatory upon the Contractor to whom the Contract is awarded and upon any subcontractor to pay not less than said specified rates to all workers employed by them in the execution of the Contract. A copy of said rates shall be posted at each job site during the course of construction. The Contractor and all subcontractors shall comply with all provisions of the California Labor Code relating to prevailing wage rates, including Sections 1770–1781.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Department of Industrial Relations shall monitor and enforce compliance with applicable prevailing wage requirements for this Agreement. The reporting requirements may be found at <https://www.dir.ca.gov/Public-Works/Contractors.html>. The Contractor is responsible for complying with all requirements of the Department of Industrial Relations, including filing electronic payroll reports.

A contractor or subcontractor will not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Contractor and its subcontractors shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

A contractor or subcontractor will not be qualified to bid on, be listed in a bid proposal, subject to Section 6109 of the public Contract Code, or engage in the performance of any contract for public work on a public works project if the contractor or subcontractor is ineligible to perform work pursuant to Section 1777.1 or 1777.7 of the Labor Code.

The CITY will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate or the Federal Minimum Wage Rate (whichever is greater) as set forth in the contract. The possibility of wage increases is one of the elements to be considered by the bidder in determining his bid, and will not under any circumstances be considered as the basis of a claim against the CITY on the Contract.

The Contractor and subcontractors shall comply with Section 1777.6 of the Labor Code which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices on any public works on any basis listed in Government Code Section 12940(a), as those bases are defined in Government Code Sections 12926 and 12926.1, except as provided in Labor Code Section 3077 and Government Code Section 12940.

19. WORKERS' COMPENSATION CERTIFICATE

Section 3700 of the Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations.

In accordance with this section and with Section 1861 of the Labor Code, the Contractor shall sign a Compensation Insurance Certificate which is included with the Contract Agreement, and submit same to CITY along with the other required Contract Documents, prior to performing any work. Reimbursement for this requirement shall be considered as included in the various items of work.

20. CLAYTON ACT AND CARTWRIGHT ACT

In accordance with Section 7103.5 of the Public Contract Code, in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to CITY all rights, and interest in and 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 (commencing with Section 16700) 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 the Contractor, without further acknowledgment by the parties.

21. SUBLETTING AND SUBCONTRACTING

Pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contract Code), bidders are required to list in their proposal the name business address, California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render services in or about the construction of the work or improvement or a subcontractor who specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications in excess of 1/2 of 1% of this prime Contractor's total bid or \$10,000, whichever is greater. If a subcontractor's California contractor license number or public works contractor registration number are submitted incorrectly in the bid, it will not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected subcontractor's California contractor license number is submitted to CITY within 24 hours after the bid opening

If the bidder fails to list a subcontractor for a portion of work or if the bidder lists more than one subcontractor of the same portion of work in excess of 1/2 of 1% of the total bid or \$10,000, whichever is greater, the bidder agrees that it is fully qualified to perform that portion of work itself, and that the bidder shall perform that portion of work itself. If after award of the contract, the bidder actually subcontracts that portion of work, except as provided in Public

Contract Code Section 4107 or 4109, the bidder shall be subject to the penalties listed in Section 4111 of the Public Contract Code. It is the CITY's intent for the Subletting and Subcontracting Fair Practices Act to apply to all phases of the work.

22. SUBSTITUTION OF SECURITIES

In conformance with Public Contract Code Section 22300, which is incorporated herein by this reference, the Contractor may substitute securities for any monies withheld by the CITY to ensure performance under the Contract or, in the alternative, may request payment of retention earned directly to an escrow agent.

At the request and expense of the Contractor, the Contractor has the option to deposit securities, which have been approved by the CITY, with a State or Federally chartered bank as the escrow agent or require the City to deposit 5% of each progress payment with the escrow agent. Said securities will be used as a substitute for retention earnings required to be withheld by the CITY, pursuant to the construction contract. Said securities shall have no obligation to any other construction contract for substitution of securities in lieu of retention. When the Contractor deposits the CITY approved securities with the escrow agent, the escrow agent shall notify the CITY within 10 calendar days of the deposit. Said securities shall be evaluated quarterly by the escrow agent to verify the current market value. If the current market value of said securities falls below the required amount, the escrow agent shall notify the Contractor and require additional securities and/or cash to be submitted for CITY approval, and be held in the escrow account to meet the Contractor's obligations. The escrow agent shall hold said securities until such time as the escrow agent receives written notification from the CITY that the Contractor has satisfactorily completed his Contract obligations.

The type of securities deposited and the method of release shall be approved by the City Attorney's office.

If the Contractor chooses not to exercise its rights under Public Contract Code Section 22300, the full five percent (5%) 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, if no stop notices have been filed. The CITY may withhold from release of the final retention amounts authorized under Public Contracts Code Section 7107 and/or 125% of amounts identified in any Stop Notices received by the CITY.

BIDDER'S NAME_____

CITY OF LOS ALAMITOS

**PROPOSAL
FOR
LOS ALAMITOS POLICE DEPARTMENT VEHICLE CANOPY PROJECT**

TO CITY OF LOS ALAMITOS, as CITY:

In accordance with CITY's "Notice of Request for Proposals", the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and Contract Documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Standard Specifications, Instructions to Bidders, Proposal Documents, General Specifications, Special Provisions and Contract Documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Proposal Bid Sheet. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to CITY of the Bid Security accompanying this proposal.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Proposal Bid Sheet are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

BIDDER agrees and acknowledges that it is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that the BIDDER will comply with such provisions of that code before the commencement of any work under this Contract, if awarded.

BIDDER certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any CITY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

BIDDER certifies that affirmative action has been taken to seek out and consider disadvantaged business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been carefully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder.

Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

BIDDER'S NAME:_____

DATE _____, 20_____.

BIDDER'S ADDRESS:_____

BY _____
(Print Name)

(Signature)

PHONE: () _____

TITLE _____

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address _____

Email: _____ Telephone: () _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

BIDDER'S NAME _____

LIST OF SUBCONTRACTORS (4100 PUBLIC CONTRACT CODE)

BIDDER proposes to subcontract certain portions of the work, and to procure materials and equipment from suppliers and vendors in excess of ½ of 1% of the total bid amount or ten thousand dollars (\$10,000), whichever is greater as follows (add additional pages as necessary) (Bidder must include all requested information):

Subcontractor Name _____
Address _____
License No. and Class _____
DIR Registration No. _____
Phone No. _____ Email: _____
Percent of Total Contract _____
Specific Scope of Work _____

Subcontractor Name _____
Address _____
License No. and Class _____
DIR Registration No. _____
Phone No. _____ Email: _____
Percent of Total Contract _____
Specific Scope of Work _____

Subcontractor Name _____
Address _____
License No. and Class _____
DIR Registration No. _____
Phone No. _____ Email: _____
Percent of Total Contract _____
Specific Scope of Work _____

Subcontractor Name _____
Address _____
License No. and Class _____
DIR Registration No. _____
Phone No. _____ Email: _____
Percent of Total Contract _____
Specific Scope of Work _____

BIDDER'S NAME_____

REFERENCES

The following are the names, addresses, and phone numbers for three (3) public agencies for which BIDDER has performed similar work within the past two years:

Agency Name_____
Address_____
Phone No._____ Contact:_____
Description of Work_____

Agency Name_____
Address_____
Phone No._____ Contact:_____
Description of Work_____

Agency Name_____
Address_____
Phone No._____ Contact:_____
Description of Work_____

DESIGNATION OF SURETIES

The following are the names, addresses, and phone numbers for all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

Name_____
Address_____
Phone No._____

Name_____
Address_____
Phone No._____

Name_____
Address_____
Phone No._____

Name_____
Address_____
Phone No._____

CONTRACTOR'S LICENSING STATEMENT

BIDDER certifies that the following is true and correct. The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Contractor's License Number _____

DIR Registration No. _____

Name of Individual Contractor (Print or type):

Signature of Owner(s) _____

Business Address _____

or

Name of Company _____

Business Address _____

Officers:

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

or

Name of Corporation _____

Business Address _____

Corporation organized under the laws of the State of _____

Name of President of Corp./ Company

Name of Secretary of Corp./ Company

**CITY OF LOS ALAMITOS
PROPOSAL BID SCHEDULE
FOR
LOS ALAMITOS POLICE DEPARTMENT VEHICLE CANOPY PROJECT**

BASE BID ITEMS

Item	Description	Est. Quantity	Units	Unit Price	Total Cost
1	BASE SERVICES: Section 1 - Fabricate and install a new awning over the open walkway between the door and the northeast corner roof. The awning is to mount on the ledger board and sit atop the existing structural beam. The awning will extend slightly past the front of the beam (for water to run onto the parking canopy or over the front where the canopy is not). The awning framework is to be made from 1 ¼" x 1 ¼" (perimeter framework members) and 1" x 1" (interior rafter members) galvanize, square, steel tubing painted to a City-approved color scheme. Section 2 - The awning is to mount onto structural beam and extend out to the front of the parking stalls. The canopy will be supported by four (4), 4" x 4" posts in footings to be dug by contractor. The footings will need to be excavated during the installation process. The posts will be set into the concrete footings. Bollards will be added in front of the post to avoid the post being damaged by any vehicle. Bollards will be made from 3 ½" x SCH 40 pipe and be powder coated yellow for high	1	LUMP SUM		

	visibility. Bollards will be filled with concrete per ASTM 3016. The awning framework is to be made from 1 1/2" x 1 1/2" (perimeter framework members) and 1 1/4" x 1 1/4" (interior rafter members) galvanize, square, steel tubing and painted with City-approved color scheme. The awning will contain a 2" x 4" galvanized steel beam across the center of the awning to incorporate lighting (by others). Section 3 - Fabricate and install a new awning canopy over the parking area for police vehicles at the north side of the Police Department building. The awning is to mount onto structural beam and extend out to edge of the parallel parking space. <i>This awning will connect with the east side awning (Item #2) where the parallel parking space adjoins the front parking spaces. This will create an awning to look like one that wraps around the building.</i> The canopy will be supported by four (4), 4" x 4" posts in footings to be dug by contractor. The footings will need to be excavated during the installation process. The posts will be set into concrete footings. The post locations will be confirmed with the police dept. to ensure the posts are in the most unintrusive locations. Bollards will be added in front of the post to avoid the post being damaged by any vehicle. Bollards will be made from 3 1/2" x SCH 40 pipe and be powder coated yellow for high visibility. Bollards will be filled with concrete per ASTM 3016. The awning framework is to be made from 1 1/2" x 1 1/2" (perimeter framework members) and 1 1/4" x				
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	1 1/4" (interior rafter members) galvanize, square, steel tubing and painted to City-approved color scheme. The awning will contain a 1" x 2" galvanized steel beam across the center of the awning to incorporate lighting (by others). The awning cover will be made from fabric that meets all California State Fire Marshall requirements and also City-approved color scheme.				
--	--	--	--	--	--

BASE BID SUBTOTAL IN FIGURES:

\$ _____

TOTAL BASE BID AMOUNT FOR BID ITEM 1 SHALL BE USED IN DETERMINING THE LOWEST BID AMOUNT RECEIVED.

TOTAL BASE BID AMOUNT IN FIGURES:

\$ _____

TOTAL BID AMOUNT IN WORDS:

_____ DOLLARS

AND _____ CENTS.

NOTE: THE LOWEST BIDDER SHALL BE DETERMINED BY THE LOWEST BID AMOUNT FOR THE BASE BID ITEMS (BID ITEMS NO. 1) WITHOUT CONSIDERATION OF ANY AMOUNT FOR THE ADDITIVE ALTERNATE BID (BID ITEMS NO. 1). THE CITY, AT ITS DISCRETION, HAS THE OPTION TO AWARD A CONTRACT WHICH INCLUDES THE ADDITIVE ALTERNATE BID.

NOTE: THE ESTIMATED QUANTITIES SHOWN HEREIN ARE APPROXIMATE AND ARE TO BE USED ONLY AS COMPARISON OF BIDS. PAYMENT FOR QUANTITIES WILL BE MADE

FOR ACTUAL MATERIALS USED ON THE JOB. THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ALL OR ANY ITEM FROM THE CONTRACT. IF THERE IS A CONFLICT BETWEEN THE UNIT PRICE PROVIDED AND TOTAL COST, THE UNIT PRICE SHALL PREVAIL. IF THERE IS A CONFLICT BETWEEN THE "TOTAL BASE BID AMOUNT FIGURES" AND THE "TOTAL BASE BID AMOUNT IN WORDS", THE "TOTAL BASE BID AMOUNT IN WORDS" SHALL PREVAIL.

BIDDER'S NAME_____

NON-COLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
) SS
COUNTY OF)

In conformance with Public Contract Code Section 7106, the party making the foregoing bid declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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].”

Signed_____

Title

PUBLIC WORKS AGREEMENT [Contractor]

THIS PUBLIC WORKS AGREEMENT (“Agreement”) is made and entered into, to be effective this XXth day of MONTH 2024 (“Effective Date”), by and between the CITY OF LOS ALAMITOS, a California charter city and municipal corporation, (“City”) and company, a Corporation, (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has determined that it requires the services of a qualified contractor to complete the Los Alamitos Police Department Vehicle Canopy Project (“Project”).

B. In response to City’s Capital Improvement Project No. 23-24-07 (CIP), dated April 15, 2024, Contractor submitted to City a written bid, dated DATE, 2024 (“Contractor’s Bid”).

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

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

AGREEMENT

1. GENERAL SCOPE OF WORK. Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the Project in the City (the “Work”). The Work to be performed in accordance with the Contract Documents with bid prices hereinafter mentioned and in accordance with the instructions of the City’s Project Manager, who is Steve Kim, Recreation Supervisor, (562) 430-1073 x515.

2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY/PRIORITY OF DOCUMENTS. The Plans are incorporated herein by reference and made a part hereof with like force and effect as if set forth in full herein. The Project plans and specifications if any (“Plans”), Contractor’s Bid together with this Agreement shall constitute the entire agreement between the Parties. This Agreement is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by the Contractor whether set out specifically in this Agreement or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this Agreement, the following order of precedence shall apply: (1) this Agreement; (2) the Plans; and (3) Contractor's Bid (collectively, the “Contract Documents”).

3. COMPENSATION. Contractor agrees to receive and accept the prices set forth in its Contractor's Bid as full compensation for furnishing all materials, performing all Work, and fulfilling all obligations hereunder. Said compensation in the amount of **Dollars** (\$XX.00) 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 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. Final payment to Contractor shall be withheld for at least 30 days after the time in which Contractor has verified, to the City's satisfaction, that it has submitted all information to the Department of Industrial Relations required by Labor Code §1773.3.

4. TERM OF AGREEMENT. The term of the project runs until successful completion and acceptance of the work, or one year, whichever is sooner, unless extended by the parties.

5. INSURANCE. Contractor shall not commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to City nor shall the Contractor allow any sub-contractor to commence work on his sub-contract until all insurance required of the sub-contractor has been obtained. The Contractor shall take out and maintain at all times during the life of this contract the following policies of insurance:

a. Workers' Compensation Insurance: Before beginning work, the Contractor shall furnish to the City a certificate of insurance as proof that he has taken out full workers' compensation insurance for all persons whom he may employ directly or through sub-contractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

In accordance with the provisions of Section 3700 of the California Labor Code, every Contractor shall secure the payment of compensation to his employees. The Contractor, prior to commencing work, shall sign and file with the City a certification as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which requires 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 work of this contract."

b. For all operations of the Contractor or any sub-contractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

- 1) General Liability - \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.
 - 2) Automobile - \$2,000,000 per accident for bodily injury and property damage.
 - 3) Employer's Liability - \$1,000,000 per accident for bodily injury or disease.
- c. Each such policy of insurance provided for in paragraph b. shall:
- 1) Be issued by an insurance company approved in writing by City, which is authorized to do business in the State of California.
 - 2) Name as additional insured the City of Los Alamitos, its officers, agents and employees, and any other parties specified in the bid documents to be so included;
 - 3) Specify it acts as primary insurance and that no insurance held or owned by the designated additional insured shall be called upon to cover a loss under the policy;
 - 4) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof reduced until thirty (30) days after receipt by City of a written notice of such cancellation or reduction of coverage."
 - 5) Waives all right of subrogation against all persons and entities specified in subparagraph 4.c.(2) hereof to be listed as additional insured in the policy of insurance provided for in paragraph b. by reason of any claim arising out of or connected with the operations of Contractor or any sub-contractor in performing the work provided for herein;
 - 6) Otherwise be in form satisfactory to the City.
- d. The Contractor shall, prior to performing any work under this Agreement, deliver to the City Manager or his designee the original policies of insurance required in paragraphs a. and b. hereof, or deliver to the City Manager or his designee a certificate of the insurance company, showing the issuance

of such insurance, and the additional insured and other provisions required herein.

6. PREVAILING WAGE. Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the Contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public works is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the Office of the City Clerk of the City of Los Alamitos, 3191 Katella Avenue, Los Alamitos, California, and are available to any interested party on request. Contractor shall cause a copy of such determinations to be posted at the job site.

Contractor shall forfeit, as penalty to City, not more than two hundred dollars (\$200.00) for each laborer, workman or mechanic employed for each calendar day or portion thereof, if such laborer, workman or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under this Agreement, by him or by any sub-contractor under him.

Contractor and any of its sub-contractors must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, which precludes the award of a contract for a public work on any public works project awarded after April 1, 2015 to a person not registered. This Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7. APPRENTICESHIP EMPLOYMENT. In accordance with the provisions of Section 1777.5 of the Labor Code, and in accordance with the regulations of the California Apprenticeship Council, properly indentured apprentices may be employed in the performance of the work.

Contractor is required to make contribution to funds established for the administrative of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeship trade on such contracts and if other Contractors on the public works site are making such contributions.

Contractor and any sub-contractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

8. LEGAL HOURS OF WORK. Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this Agreement, and the Contractor and any sub-contractor under him shall comply with and be governed by the laws of the State of California

having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

Contractor shall forfeit, as a penalty to City, twenty-five dollars (\$25.00) for each laborer, workman or mechanic employed in the execution of the contract, by him or any sub-contractor under him, upon any of the work hereinbefore mentioned, for each calendar day during which the laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the Labor Code.

9. TRAVEL AND SUBSISTENCE PAY. Contractor agrees to pay travel and subsistence pay to each workman needed to execute the work required by this contract as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

10. CONTRACTOR'S LIABILITY. The City and its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of Contractor, of its sub-contractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

Contractor will indemnify Indemnities against and will hold and save Indemnitees harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of Contractor, its agents, employees, sub-contractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of City. In connection therewith:

- a. Contractor will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.
- b. Contractor will promptly pay any judgment rendered against Contractor or Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations or activities of Contractor hereunder, and Contractor agrees to save and hold the Indemnitees harmless therefrom.

Contractor's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnatee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City

provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

So much of the money due to Contractor under and by virtue of the contract as shall be considered necessary by City may be retained by City until disposition has been made of such actions or claims for damages as aforesaid.

It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees.

Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

11. NON-DISCRIMINATION. Pursuant to Labor Code Section 1735, no discrimination shall be made in the employment of persons in the work contemplated by this Agreement because of the race, color, sex, mental disability, physical disability, religion or other reason set forth in Government Code § 12940 of such person. Contractor agrees to post in conspicuous places available to employees and applications, a notice setting forth provisions of this non-discrimination clause. A violation of this section exposes the Contractor to the penalties provided for in Labor Code Section 1735.

12. PRESENTATION OF CLAIMS. Any claim, as that term is defined in Public Contract Code §9204, shall be submitted in accordance with Section 9204 and shall contain a sufficient description of the claim, the basis therefore and documentation in support of the claim. The claim shall be processed as more fully set forth in the Plans and Specifications.

13. TERMINATION. This Agreement may be terminated by the City for any reason upon the giving of a written "Notice of Termination" to Contractor at least thirty (30) days prior to the date of termination specified in the notice. Upon receipt of such notice, Contractor shall immediately cease work, unless otherwise directed by the Notice of Termination. In the event of such termination, Contractor shall be paid for services satisfactorily rendered and expenses reasonably and necessarily incurred prior to the effective date of termination, unless the Notice of Termination is issued for cause, in which event the City may withhold any disputed compensation. Contractor shall not be entitled to any claim for lost profits.

State of California

Contractor's License No.

Contractor's Business Phone:

Contractor's Business Email:

Contractor's emergency phone which can be reached at any time:

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

“City”

City of Los Alamitos

By: _____

Jordan B. Nefulda
Mayor

APPROVED AS TO FORM.

ATTEST:

Woodruff & Smart, APC

By: _____

Michael S. Daudt
City Attorney

By: _____

Windmera Quintanar, CMC
City Clerk

“Contractor”

Company Name

By: _____

By: _____

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: April 15, 2024

ITEM NUMBER: 11E

To: Mayor Jordan B. Nefulda & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Community Center Renovation Project

SUMMARY

The roof of the Community Center building incurred significant damage from storms at the beginning of 2023. At the March 2023 Council meeting, \$500,000 was appropriated, with an additional \$1,290,952 appropriated at the October 2023 meeting for a total of \$1,790,952 to repair damages caused by the storm. During the planning process for this project, a number of building issues were identified, and repair recommendations were made. This item recommends action to facilitate the renovation of the Community Center.

RECOMMENDATION

1. Appropriate \$1,147,610 from General Fund for the Community Center Rehabilitation Project; and,
2. Authorize the City Manager to execute a construction contract with the KYA Group for the Community Center Rehabilitation Project, in a form approved by the City Attorney, in the amount not to exceed \$1,377,132.

BACKGROUND

The Community Center is currently under construction to repair damage caused by 2023 storms. The scope of work includes, but is not limited to, removing and replacing the roof, furnishing and installing new rain gutters, replacing the drain pipe systems, removing and replacing exterior shade structures, replacing interior ceiling panels, removing and replacing damaged interior walls, replacing existing interior light fixtures, and painting the interior rooms that were affected by the storms. As this damage occurred during a declared State of Emergency, the funding to make these repairs has been made available on a reimbursement basis through the Federal Emergency Management Agency (FEMA).

During the course of inspecting the building, it became evident that many additional repairs were needed to facilitate the continued use of the building. The City applied for and was awarded a \$2.5 million grant in order to implement these needed improvements. The additional work to the 1970s building includes repairs to the rest of the building, including flooring, kitchens, lobby, staff offices, reception area, and the loft area. This funding was made available through Senator Janet Nguyen's office and will be paid to the City once the repairs have been completed.

DISCUSSION

The City intends to complete the roofing project to minimize the disruption of services and user groups such as the Senior Club. Given that they have been awarded a recent project, the council's appropriation to the KYA Group would significantly minimize disruption to the Community Center. The KYA Group can rehabilitate the Community Center per the roof project timeline.

The Community Center Rehabilitation Project includes but not limited to:

- Lobby
 - Demo existing casework and furnish new casework with glass
 - Reface cabinets
 - Remove and install new flooring
 - Prime and paint walls
 - Remove LVT on walls, apply skim coat, and paint

- Small Kitchen
 - Demo existing cabinets and furnish and install new cabinets
 - Remove and install new flooring
 - Remove and supply new appliances - sink, faucets, range, range hood
 - Prime and paint

- Large Kitchen (Commercial)
 - Demo the existing island, furnish, and install a new island
 - Demo existing hood
 - Remove the existing sink and furnish and install a new commercial sink
 - Demo roll-up door, frame, and patch walls
 - Demo mud from existing tiles
 - Furnish and install backer boards on walls
 - Demo concrete to run plumbing drains
 - Relocate the ice machine
 - Supply and install commercial warmers
 - Remove and install new flooring
 - Prime and paint

- Loft
 - Remove and install new flooring
 - Supply and install a split air system
 - Install data and electrical power
 - Prime and Paint

- Craft Room

- Demo existing cabinets
 - Supply and install dance bars
 - Remove and install new flooring - Omni sport dance flooring and LVT
 - Prime and Paint
- Activity Room 1 and 2
 - Remove and install new LVT flooring
- Flooring
 - Including corridors, offices, stairs, storage closets, print room, and open area
- Furniture
 - ADA-compliant front reception counters, ADA-compliant lobby chairs and tables, staff desks

This project will be concurrent with the Roof Project.

DATE

April 23, 2024 to May 3, 2024
 May 6, 2024 to May 24, 2024
 June 7, 2024

TASKS

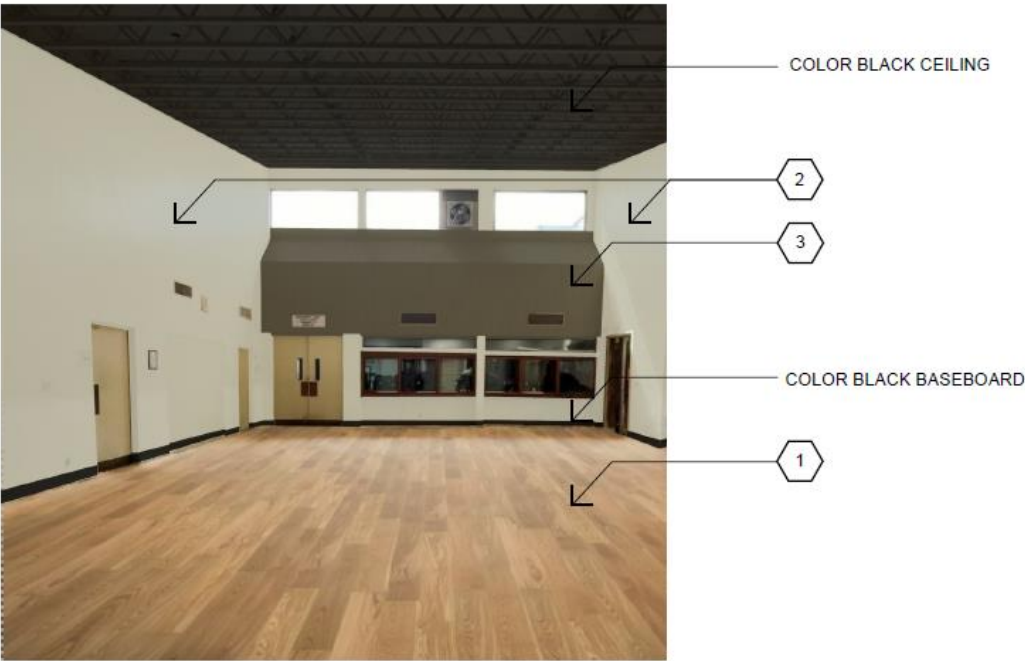
Procurement
 Construction
 De-mobilization and punch walk

FISCAL IMPACT

This project will be funded by a grant secured by Senator Janet Nguyen. As it is a reimbursement, the City is required to cover the initial cost that will then be reimbursed by the grant. The initial funding for this project is available in the General Fund Reserve Account.

Attachment: 1. Additional Appropriation_Community Center Paint Scheme

Community Center Paint Scheme

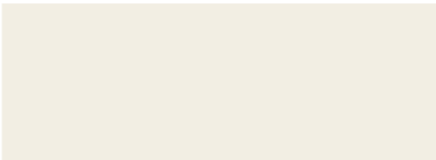


1



Tarkett
Product: Event+Wood
Color: Holmloom
Size: 6x48
Installation: Random

2



WESTHIGHLAND WHITE SW 7566

3



MEGA GREIGE SW 7031

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: April 15, 2024

ITEM NUMBER: 11F

To: Mayor Jordan B. Nefulda & Members of the City Council

Presented By: Chet Simmons, City Manager

Subject: Considerations for the November 5, 2024 General Municipal Election

SUMMARY

The City of Los Alamitos General Municipal Election will be held on Tuesday, November 5, 2024. It is the City's policy to consolidate the local election with the County of Orange. Council Member seats for Districts 1, 2, and 3 will be up for election this year. As one of the City's recommended goals for 2024, the Budget Standing Committee considered including a charter amendment on the November 5, 2024 ballot at its February 12, 2024 Special meeting and recommended approval by City Council. A Request for Proposals was released on March 28, 2024 soliciting bids for Ballot Measure Polling & Outreach Consultant Services.

RECOMMENDATION

Authorize the City Manager to enter into a Consulting Services Agreement for Ballot Measure Polling & Outreach Consultant Services in a form approved by the City Attorney.

BACKGROUND

The California Constitution gives cities the power to become charter cities. The benefit of becoming a charter city is that charter cities have supreme authority over "municipal affairs." A charter city's law concerning a municipal affair will trump a state law governing the same topic. The principle of Charter cities is that a city, rather than the state, is in the best position to know what it needs and how to satisfy the needs of its residents.

The City Charter was adopted in 1966. In 1968, the Charter was amended to update the administrative organization of the City and the distribution of powers to various officers in the City (Resolution No. 362). The Charter was amended in 1980 to add eligibility requirements for Council members and remove votes for Mayor and Mayor Pro Tem by secret ballot (Resolution No. 954). The Charter was amended in 1988 to align the City with State election laws, which would include the alignment of Election dates (Resolution No. 1223). The last amendment addressed adding term limits for Council Members in 1998 (Resolution No. 1687).

DISCUSSION

Amendments to the City's Charter can only be made by a majority vote of the people. As the Charter is 64 years old and has not had a revision since 1998, there are several aspects that are no longer in line with the best practices, efficiency, and economics. These initial areas of concern have been highlighted below. The City's goal with the proposed Charter amendments is to update the City's Charter to reflect current law, as well as to offer opportunities to streamline internal operations. Approval of this item tonight would be the first step in this process.

If approved by the City Council, staff would conduct an outreach campaign in order to solicit feedback from the public regarding the proposed changes, as well as other issues that the public may raise that can be

addressed through the charter amendment process. Once that information is collected, this item would be returned to the City Council for consideration. At that point, the Council would consider placing the item on the ballot for a vote of the people.

Below is a brief outline of current concerns within the Charter.

Article IX - Election of Councilmembers and Council Districts

Through this section, the process for creating Council Districts is discussed. Under the California Voting Rights Act, the City transitioned into districts on July 30, 2018, the Los Alamitos with the adoption of Ordinance No. 2018-05. The current Charter includes language defining district elections, which is now obsolete. The Charter will require minor updates to correct this issue.

Section 501A - Election of Members; Term Limits

Since transitioning to Districts, the Council has appointed two district representatives as they were the only nominees. Prior to the district-based elections, all three Council seats were unopposed by the incumbents in 2014. With the transition to district-based elections, the City may now establish district term limits.

Section 1206 - Contracts on Public Works

As written, expenditures of over \$10,000 on Public Works projects must go through a formal bidding process. With inflation and the general cost of construction materials, this threshold is no longer adequate as it reflects the market in 1966. Due to the increased timeline for a formal bidding process, the City has missed lower pricing due to demand. Contractors have declined to work with the City due to the requirements for what is considered a minimal contract amount. Further, State Law provides options for greater flexibility and efficiency through informal bidding procedures that the City of Los Alamitos cannot take advantage of under the existing Charter.

FISCAL IMPACT

It is anticipated that an additional \$66,000 would be required to add a charter amendment to the November 5, 2024 General Municipal Election ballot. This amount is currently unbudgeted.

- Attachment:
1. Charter
 2. CC RESO 1687 07-20-98
 3. CC RESO 1223 12-14-87
 4. CC RESO 0954 08-21-80
 5. CC RESO 0362 08-13-68

Title CHA **CHARTER**

Article I **NAME AND SEAL**

- § 100. Name of the City.**
- § 101. Seal.**

Article II **SUCCESSION**

- § 200. Rights and Liabilities.**
- § 201. Ordinances.**
- § 202. Continuance of Contracts and Public Improvements.**
- § 203. Pending Actions and Proceedings.**
- § 204. Present Officers and Employees.**
- § 205. Emergency Powers.**
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LOS ALAMITOS CODE

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CHARTER

History:

APPENDIX B.

CHARTER

ADOPTED SEPTEMBER 1966

REVISED NOVEMBER 1968

REVISED NOVEMBER 1980

REVISED APRIL 1988

REVISED NOVEMBER 1998

Ordaining Clause:

We, the people of the City of Los Alamitos, State of California, do ordain and establish this Charter as the organic law of the City under the Constitution of the State.

ARTICLE I
Name and Seal

§ 100. Name of the City.

The municipal corporation now existing and known as the City of Los Alamitos shall remain and continue a body politic and corporate in name and in fact, by the name of the City of Los Alamitos.

§ 101. Seal.

The City shall have an official seal which may be changed from time to time by ordinance. The present official seal shall continue to be the official seal of the City until changed in the manner slated.

**ARTICLE II
Succession****§ 200. Rights and Liabilities.**

The City of Los Alamitos shall remain vested with, and continue to have, hold and enjoy, all property, rights of property and rights of action of every nature and description now pertaining to this municipality, and is hereby declared to be the successor of the same. It shall be subject to all the obligations, debts, contracts and liabilities that now exist against this municipality.

§ 201. Ordinances.

All lawful ordinances, resolutions, rules and regulations, or portions thereof, in force at the time this Charter takes effect and not in conflict with or inconsistent herewith, are hereby continued in force until the same have been duly repealed, amended, changed or superseded by proper authority.

§ 202. Continuance of Contracts and Public Improvements.

All contracts entered into by the City, or for its benefit prior to the effective date of this Charter, shall continue in full force and effect. Public improvements for which proceedings have been instituted under laws existing at the time this Charter takes effect, at the discretion of the City Council, may be carried to completion as nearly as practicable in accordance with the provisions of such existing laws or may be continued or perfected under this Charter.

§ 203. Pending Actions and Proceedings.

No action or proceeding, civil or criminal, pending at the time when this Charter takes effect, brought by or against the City or any officer, office, department or agency thereof, shall be affected or abated by the adoption of this Charter or by anything here contained, but all such actions or proceedings may be continued notwithstanding that functions, powers and duties of any officer, office, department or agency a party thereto, may be assigned or transferred by or under this Charter to another officer, office, department or agency, but in that event the same may be prosecuted or defended by the head of the office, department or agency to which such functions, powers and duties have been assigned or transferred by or under this Charter.

§ 204. Present Officers and Employees.

Each person who, at the time this Charter takes effect, holds an office of the City shall continue to hold the same office under this Charter for the term for which he/she was elected or appointed and until his/her successor is elected or appointed, and is qualified under this Charter. All employees of the City at the time this Charter takes effect shall continue to perform the duties of their respective employment subject to this Charter and ordinances, resolutions, orders, rules and regulations now existing or hereafter enacted. The rates of compensation of all officers and employees of the City in effect at the time this Charter takes effect shall remain in effect until lawfully changed.

§ 205. Emergency Powers.

Notwithstanding any general or special provision of this Charter, the Council, in order to insure continuity of governmental operations, in periods of emergency resulting from disasters of

whatever nature, shall have the power and immediate duty:

- (a) To provide for prompt and temporary succession to the powers and duties of all City officers of whatever nature and whether filled by election or appointment, the incumbents of which may become unavailable for carrying on the powers and duties of such offices, and
- (b) To adopt such other measures as may be necessary and proper for insuring the continuity of City operations, including, but not limited to the financing thereof. In the exercise of the powers herein conferred, the City Council, in all respects, shall conform to the requirements of this Charter; except, that at such times they may make purchases and enter into contracts without calling for bids or giving notice therefore, to the extent the emergency requires such action.

§ 206. Effective Date of Charter.

This Charter shall take effect upon its approval by the Legislature.

ARTICLE III

Boundaries

§ 300. Boundaries.

The boundaries of the City of Los Alamitos shall be the boundaries at the time this Charter takes effect and as may be changed from time to time in the manner allowed by law.

ARTICLE IV
Powers of the City

§ 400. Powers.

The City shall have the right and power to make and enforce all laws and regulations in respect to municipal affairs, subject only to the restrictions and limitations provided in this Charter and in the Constitution of the State. Nothing in this Charter shall be construed to prevent or restrict the City from exercising or acting pursuant to, and the City is hereby authorized to exercise and act pursuant to, all rights, powers privileges and procedures heretofore or hereafter established, granted or prescribed by any law of the State or by other lawful authority, of which a municipal corporation might or could exercise, or act pursuant to, under said Constitution, unless the exercise thereof, or action pursuant to, is expressly prohibited by this Charter. The enumeration in this Charter of any particular power shall not be held to be exclusive of, or any limitation upon, the generality of the foregoing provisions of this section.

§ 401. Procedures.

The City shall have the power to and may act pursuant to any procedures established by this Charter, or, by State law where not in conflict with this Charter.

ARTICLE V
Elective Officers

§ 500. Elective Officers.

The elective officers of the City of Los Alamitos shall consist of a City Council of five (5) or seven (7) members as hereinafter provided.

§ 501. Eligibility.

To be eligible to hold the office of Councilmember the person must meet the requirements as set forth in the State law of the State of California, and, if the Council is divided into districts as hereinafter provided, he/she shall also be a resident and elector of the district within the City of Los Alamitos wherein he/she lives for a period thirty (30) days prior to the date his/her nomination papers are filed.

§ 501A. Election of Members; Term Limits.

- A. No person shall serve more than three (3) consecutive terms of office as a member of the City Council. For the purpose of this Section, a “term” shall include service on the Council for any period of seven hundred thirty-one (731) consecutive days or longer.
- B. Any person who has served three (3) consecutive terms as a Member of the City Council shall not be eligible to serve again until the expiration of at least three hundred sixty-five (365) consecutive days after the end of such person’s last term of office.
- C. The term limits established by this Section shall apply prospectively only to those terms of office which commence on or after November 3, 1998.
(Passed by the voters as Measure E at the election of November 3, 1998)

§ 502. Vacancies.

A vacancy in the City Council from whatever cause arising shall be filled either by appointment of the City Council or by election. The City Council shall determine whether to fill a vacancy by election or by appointment; provided, however, if the City Council determines to fill a vacancy by appointment but fails to do so within sixty (60) days after the vacancy occurs, the Council shall forthwith cause an election to be held to fill the vacancy.

A person elected to fill a vacancy shall hold office for the entire unexpired term of the former incumbent.

A person appointed to fill a vacancy shall serve for the entire unexpired term of the former incumbent unless there remain two (2) years or more of said unexpired term on the date of appointment. In such case, the City Council shall decide by majority vote prior to such appointment whether the appointment shall be for the entire unexpired term or only until the next general municipal election. If the seat is filled by appointment only until the next general municipal election, then at said election the seat shall be filled by vote of the people.

If at said next general municipal election there are four (4) or more council seats to be filled, the three (3) persons each receiving the largest number of votes shall each serve a term of four (4) years while the person(s) elected to fill the remaining seat(s) shall serve for a term of two (2) years.

If a member of the City Council is absent from all regular meetings of the City Council for a period of sixty days consecutively from and after the last regular City Council meeting attended by such members, unless by permission of the City Council expressed in its official minutes or as provided in Section 1404, or is convicted of a crime involving moral turpitude, or ceases to be a qualified elector of his/her district, his/her office shall become vacant and shall be so declared by the City Council.

§ 503. Compensation.

As compensation for their services, the Councilmembers shall each receive compensation at the respective rates in effect at the time this Charter becomes effective; provided that these rates of compensation may be changed by the majority vote of the electors of the City voting for such change in accordance with the State law of the State of California. Provided further, that the respective rates may also be changed according to any other applicable provision of the State law of the State of California.

ARTICLE VI
The Council

§ 600. Powers.

All powers of the City shall be vested in the Council except as otherwise provided in this Charter.

§ 601. Composition.

The Council shall consist of five (5) Councilmembers as provided in this Charter, unless and until the Council is divided into districts or the Council is increased to seven (7) members, as herein provided, in which case the Council shall consist of seven (7) members. One (1) of the Councilmembers shall be Mayor. Each Councilmember, including the Mayor, shall have the right to vote on all questions coming before the Council. The Mayor shall be the presiding officer of the Council.

§ 602. Election of Mayor.

The Council shall elect one (1) of its members to act as Mayor. Said election shall be by roll call vote.

§ 603. Duties of the Mayor.

The Mayor, in addition to the powers and duties prescribed and allowed by the State law of the State of California and as prescribed elsewhere in this Charter, shall have the power and duty:

- A. To report to the Council from time to time on the affairs of the City and to recommend for its consideration such matters as he/she may deem expedient.
- B. To assume the primary but not the exclusive responsibility for interpreting to the people the policies, programs and needs of the City government and for informing the people of any major change in policy or program.
- C. To exercise and perform such other powers and duties as may be delegated to or required of him/her by this Charter or by the Council if not inconsistent with the provisions of this Charter or the State of California.

§ 604. Election of Mayor Pro Tempore.

The Council shall elect one of its members to act as Mayor Pro Tempore. Said election shall be by roll call vote.

§ 605. Duties of the Mayor Pro Tempore.

In the event of temporary absence or disability of the Mayor or during such period as a vacancy exists, the Mayor Pro Tempore shall preside at Council meetings, shall perform the other duties of the Mayor and perform such other duties as the Council may assign to him/her.

§ 606. Term of Mayor and Mayor Pro Tempore.

The Mayor and Mayor Pro Tempore shall serve at the pleasure of the Council; however, the position of Mayor and Mayor Pro Tempore shall be reviewed after each general election.

§ 607. Meetings.

The Council shall hold regular meetings at such times as may be prescribed by ordinance or resolution and may adjourn or readjourn any regular meeting to a date and hour fixed in the order of adjournment and when so adjourned each adjourned meeting shall be a regular meeting for all purposes. Special meetings may be held as provided by law.

§ 608. Place of Meeting.

All meetings of the Council shall be open to the public, and shall be held in the Council Chambers in the City Hall or in such place to which any such meeting may be adjourned; provided, that if by reason of fire, flood or other emergency it shall be unsafe or impractical to meet at the regular meeting place, the Council may for the duration of the emergency meet at some other place designated in writing by the Mayor, or if he/she fails to act, by a majority of the Council.

§ 609. Proceedings and Quorum.

A majority of the then members of the Council shall constitute a quorum for the transaction of business at any meeting, but a lesser number may adjourn from time to time and compel the attendance of absent members in such manner and under such penalties as the Council may by ordinance prescribe. In the event all members of the Council are absent from any meeting, the City Clerk may declare the same adjourned to a stated day and hour in the manner provided by law. The Council shall judge all returns of City elections. It shall establish rules for the conduct of its proceedings and may evict any member or any other person for disorderly conduct at any meeting and may prosecute any member or other person for such conduct.

Each member of the Council and the City Clerk shall have the power to administer oaths and affirmations in any investigation or proceedings pending before the Council. The Council shall have the power to issue subpoenas, to compel by subpoena the attendance of witnesses and the production of documents and other evidence, to examine witnesses under oath and to take and hear evidence, in relation to any matter pending before it. Subpoenas shall be issued in the name of the City and be attested by the City Clerk. Disobedience of any subpoena or the refusal to testify upon other than legal grounds shall constitute a misdemeanor and shall be punishable in the same manner as violations of this Charter are punishable.

No action for the payment of money shall be taken at other than a regular or adjourned regular meeting.

The City Clerk shall call the roll and cause the ayes and noes to be entered in the minutes upon demand of any member or in the case of any action for the adoption of an ordinance, the payment of any money, the incurring of any debts, the appointment or removal of any officer, the granting of any franchise, the disposing of or leasing of City property, and the ordering or confirmation of any assessment for public improvements.

§ 610. Citizen Participation.

At each meeting the Council shall, if requested, grant any person, personally or through Counsel, reasonable opportunity to present grievances or offer suggestions for the betterment of City affairs, subject to such rules for orderly procedure as the Council or its Presiding Officer may prescribe.

§ 611. Ordinances and Resolutions.

The enacting clause of ordinances adopted by the Council shall be substantially as follows: "The City Council of the City of Los Alamitos does ordain as follows:"

All ordinances and resolutions shall be signed by the Mayor or in his/her absence the Mayor Pro Tempore, and attested by the City Clerk or in his/her absence, the Deputy City Clerk.

The adoption of ordinances and resolutions, the publication of ordinances and resolutions, the effective date of ordinances and resolutions, including urgency ordinances shall be governed by the State law of the State of California.

§ 612. Codification of Ordinances.

Any or all ordinances of the City which have been adopted and published in the manner required at the time of their adoption may at any time be compiled, consolidated, and rearranged as an Ordinance Code, and such Code may be adopted by reference, with the same effect as an ordinance, by the adoption of an ordinance for that purpose. Such Code need not be published in the manner prescribed for other ordinances, but not less than three (3) copies thereof shall be on file in the office of the City Clerk, for the use and examination of the public, for at least ten (10) days prior to the adoption of such Code. Ordinances or portions of ordinances so codified shall be deemed repealed as of the effective date of such Code. Following the adoption of such Code, amendments to the Code shall be adopted and published as ordinances. The codification of some ordinances pursuant to this section shall not prevent the later codification of other ordinances in the same manner.

Detailed regulations pertaining to any subject such as the construction of buildings, plumbing, wiring or other subjects which require extensive regulations, when arranged as a comprehensive code, may likewise be adopted by reference in the manner provided in this section. Maps, charts, diagrams and similar material pertaining to or a part of any ordinance may also be adopted by reference in the same manner.

ARTICLE VII
City Manager

§ 700. City Manager.

There shall be a City Manager who shall be the Chief Administrative Officer of the City. He/she shall be appointed by the affirmative vote of a least a majority of the members of the City Council and shall serve at the pleasure of the City Council; provided, however, that he/she shall not be removed from office except as provided in this Charter. He/she shall be chosen on the basis of his/her executive and administrative qualifications, with special reference to his/her actual experience in, and his/her knowledge of accepted practice in respect to the duties of his/her office as herein set forth.

§ 701. Residence.

The City Manager shall establish such residence as the City Council may require pursuant to ordinance or resolution.

§ 702. Eligibility.

No person shall be eligible to receive appointment as City Manager while serving as a member of the City Council nor within one (1) year after he/she has ceased to be a member of the City Council.

§ 703. Compensation and Bond.

The City Manager shall be paid a salary commensurate with his/her responsibilities as Chief Administrative officer of the City, which salary shall be established by ordinance or resolution. The City Manager shall furnish a corporate surety bond conditioned upon the faithful performance of his/her duties in such form and in such amount as may be determined by the City Council.

§ 704. Powers and Duties.

The City Manager shall be the administrative head of the City government, and he/she shall be responsible to the City Council for the proper administration of all affairs of the City, and shall be given such powers and duties as the Council may from time to time provide by ordinance.

§ 705. Meetings.

The City Manager shall be accorded a seat at all meetings of the City Council and of all Boards and Commissions and shall be entitled to participate in their deliberations, but shall not have a vote. He/she shall receive notice of all special meetings of the City Council, and of all Boards and Commissions.

§ 706. Acting City Manager.

The City Manager may appoint an Acting City Manager to act in his/her behalf during his/her absence. Any such appointment by the City Manager shall be with the approval of the City Council; said approval to be given at the next meeting. If the position of City Manager becomes vacant or the City Manager is absent or is incapacitated to such an extent he/she cannot perform

his/her duties, then the council may appoint an Acting City Manager until the position of City Manager is filled.

§ 707. Removal.

The City Manager shall not be removed from office during or within a period of ninety (90) days next succeeding any municipal election at which a member of the City Council is elected. At any other time the City Manager may be removed at a regular meeting of the City Council and upon the affirmative votes of a majority of the members of the City Council. At least thirty (30) days prior to the effective date of his/her removal, the City Manager shall be furnished with a written notice stating the Council's intention to remove him/her and the reasons therefor. Within seven (7) days after receipt of such notice, the City Manager may by written notification to the City Clerk request a public hearing before the City Council, in which event the Council shall fix a time for a public hearing which shall be held at its regular meeting place before the expiration of the thirty (30) day period above referred to. The City Manager shall appear and be heard at such hearing. After furnishing the City Manager with written notice of his/her intended removal, the City Council may suspend him/her from duty, but his/her compensation shall continue for sixty (60) days. In removing the City Manager, the City Council shall use its uncontrolled discretion, and its action shall be final and shall not depend upon any particular showing or degree of proof at the hearing, the purpose of which is to allow the City Council and the City Manager to present to each other and to the public all pertinent facts prior to the final action of removal.

§ 708. Noninterference with Administrative Service.

Except as otherwise provided in this Charter, no individual member of the Council shall interfere with the execution by the City Manager of his/her powers and duties, or order, directly or indirectly, the appointment by the City Manager, or by any of the department heads in the administrative service of the City, of any person to any office or employment, or his/her removal therefrom. Except for the purpose of inquiry, or report, the City Council and its members shall deal with the administrative service solely through the City Manager, and neither the City Council nor any member thereof shall give orders to any subordinate of the City Manager, either publicly or privately. This section shall not apply to any officer appointed by the City Council or the members of his/her department.

ARTICLE VIII

**Other Officers, Departments and Employees and Provisions Relating to Officers
Generally****§ 800. Officers.**

The other officers of the City of Los Alamitos shall be a City Clerk, a City Treasurer, a City Attorney and a City Manager. The City Manager shall be appointed by the City Council and have the powers and duties as set forth in this Charter. The City Clerk and City Treasurer shall be appointed by the City Council and subject to the rights, powers and duties as set forth in this Charter. The City Attorney shall be appointed by the City Council and serve at their pleasure.

§ 801. Administrative Departments.

The City Council may provide by ordinance not inconsistent with this Charter, for the organization, conduct and operation of the several offices and departments of the City as established by this Charter, and for the creation of additional departments, divisions, offices, and agencies and for their consolidation, alteration or abolition. Each new department created by the City Council shall be headed by a department head.

The City Council, by ordinance or resolution, may assign additional functions or duties to officers, departments or agencies not inconsistent with this Charter. Where the positions are not incompatible, the City Council may combine in one person the powers and duties of two or more offices created or authorized by this Charter. The City Council shall provide for the number, titles, qualifications, powers, duties and compensation of all officers and employees.

§ 802. City Clerk, Powers and Duties.

The City Clerk shall have the power, and be required to perform the functions and responsibilities that the City Council may from time to time determine by ordinance or resolution.

§ 803. Treasurer.

The City Treasurer shall have the power, and be required to perform the functions and responsibilities that the City Council may from time to time determine by ordinance or resolution.

§ 804. City Attorney, Powers and Duties.

To become eligible for City Attorney, or Assistant City Attorney, the person appointed shall be an attorney at law, duly licensed as such under the laws of the State of California and shall have engaged in the practice of local government law for at least three (3) years prior to his/her appointment. The City Attorney shall have power and be required to perform the duties and responsibilities as the City Council may from time to time determine by ordinance or resolution.

ARTICLE IX

Election of Councilmembers and Council Districts**§ 900. Election under Existing Law.**

The City Councilmembers of the City of Los Alamitos shall, until the City of Los Alamitos is divided into districts as herein set forth, be elected at large under the then existing and applicable laws of the State of California.

§ 901. Division into Districts.

The City of Los Alamitos shall upon reaching an area of five (5) square miles or more, and eighteen thousand (18,000) population or more, divide itself into seven (7) Council manic Districts as provided in this Charter.

§ 902. Composition of Districts.

The City Council by ordinance, after the completion of the requirements as set forth in Section 901 of Article IX of this Charter, shall divide the City into seven (7) Council Districts to be effective before and after the next general municipal election. Said division shall not be changed for at least a period of two (2) years after the effective date of the ordinance so dividing the City into districts. The division of the district shall be based upon the following factors:

- A. The major requirement is that the population of the districts shall be as nearly equalized as possible.
- B. The districts shall be as nearly compact in shape as possible.

§ 903. Redefining of Districts.

The City shall, when necessary to comply with the requirements herein stated for Council Districts, redefine and establish said districts so as to comply with said requirements. At least every five (5) years the City Council shall review said districts to determine whether or not they comply with said requirements. No redistricting shall be required within three (3) years after the last districting.

§ 904. Election of Councilmembers.

If the requirements of Section 901 of Article IX have been fulfilled and there still remains more than one (1) year before the next general municipal election, the City Council shall, as soon as practicable, call a special election and elect two (2) Councilmembers (thereby increasing the Council to seven (7) members) at large from any area annexed after July 1, 1966 and the effective date of this Charter, whose terms shall be until the next general election.

At the next general municipal election, following the effective date of this Charter and each fourth (4th) year thereafter, there shall be elected to the City Council for a term of four (4) years, one (1) member each from districts 1, 3, 5 and 7 and at the general election held in 1970 and each fourth year thereafter there shall be elected to the City Council for a term of four (4) years, one (1) member each from districts 2, 4 and 6. In the original districting ordinance required by Section 902 of Article IX, the residency of the present Councilmembers whose terms expire in 1970, shall be included in districts 2, 4 and 6 respectively.

§ 905. Voting for Councilmembers.

Upon completion of the requirements of Section 901 of Article IX, each Councilmember shall be elected by the City at large and the candidate from each district receiving the highest number of votes from the City at large shall be elected to the City Council and represent his/her district upon qualifying in all other respects under the provisions of this Charter and the law of the State of California.

§ 906. General Municipal Elections.

The provisions of the law of the State of California applicable to General Law Cities, as such laws now exist and as they may hereafter be amended or superseded, shall in all respects govern elections in the City.

(Adopted by Vote of the People 4/12/88)

§ 907. Electors Signing Petitions.

The electors signing any petition for the nomination of any person to the office of Councilmember shall be residents of the district from which such person is to be nominated or has been elected. Only the names of electors who are residents of such district shall be counted in determining the sufficiency of any such petition.

ARTICLE X

Appointive Boards and Commissions**§ 1000. In General.**

The City Council may create by ordinance such Boards or Commissions as in its judgment are required and may grant to them such powers and duties as are consistent with the provisions of this Charter.

§ 1001. Present Existing Boards and Commissions.

All Boards and Commissions now existing and duly authorized in the City of Los Alamitos and the members thereof, shall continue until the normal expiration of their term or according to the ordinances or actions of the Council creating such Boards and Commissions or the appointment thereof.

§ 1002. Appropriations.

The City Council shall include in its annual budget such appropriation of funds as in its opinion shall be sufficient for the efficient and proper functioning of such Boards and Commissions.

§ 1003. Appointments. Terms.

The number of members to comprise such Boards and Commissions shall be specified by ordinance if not specified by this Charter. The members of each of such Boards or Commissions shall be appointed and shall be subject to removal, by motion of the City Council adopted by a majority vote. The members thereof shall be appointed from the qualified electors of the City, none of whom shall hold any paid office or employment in the City government and shall serve until their respective successors are appointed and qualified.

§ 1004. Composition of Boards and Commissions.

All Boards and Commissions shall be organized and conducted pursuant to the terms creating them. In the event that the ordinance establishing such Boards and Commissions does not specify the manner, the time of meetings and the composition thereof, said Boards and Commissions shall be organized and run according to acceptable and general standards then existing for similar Boards and Commissions and according to State law of the State of California.

§ 1005. Compensation. Vacancies.

The members of Boards and Commissions shall serve without compensation for their services as such but may receive reimbursement for necessary traveling and other expenses incurred on official duty when such expenditures have received authorization by the City Council.

Any vacancies in any Board or Commission, from whatever cause arising, shall be filled by appointment by the City Council. Upon a vacancy occurring leaving an unexpired portion of a term, any appointment to fill such vacancy shall be for the unexpired portion of such term. If a member of a Board or Commission is absent from three (3) consecutive meetings of such Board or Commission, unless by permission of such Board or Commission expressed in its official minutes, or is convicted of a crime involving moral turpitude, or ceases to be a qualified elector of the City, his/her office shall become vacant and shall be so declared by the City Council.

ARTICLE XI
Retirement

§ 1100. Retirement.

The City Council by appropriate action may make provisions for a retirement program.

§ 1101. Vote by Employees.

Any program established by the City Council shall be voted upon and agreeable to a majority of the City employees who will be affected by the retirement program.

ARTICLE XII
Fiscal Administration

§ 1200. Fiscal Year.

The fiscal year of the City government shall begin on the first day of July of each year and end on the thirtieth day of June of the following year.

§ 1201. Annual Budget. Preparation by the City Manager.

At such date as he/she shall determine, the City Manager shall obtain from each department head estimates of revenue and expenditures for his/her department, detailed in such manner as may be prescribed by the City Manager. In preparing the proposed budget, the City Manager shall review the estimates, hold conferences thereon with the respective department heads and may revise the estimates as he/she may deem advisable.

§ 1202. Budget. Submission to City Council.

At least thirty-five (35) days prior to the beginning of each fiscal year, the City Manager shall submit to the City Council the proposed budget as prepared by him/her. After reviewing the same and making such revisions as it may deem advisable, the City Council shall determine the time for the holding of a public hearing thereon and shall cause to be published a notice thereof not less than ten (10) days prior to said hearing, by at least one insertion in a newspaper of general circulation within the City. Copies of the proposed budget shall be available for inspection by the public in the office of the City Clerk at least ten (10) days prior to said hearing.

§ 1203. Budget. Public Hearing.

At the time so advertised or any time to which such public hearing shall from time to time be adjourned, 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.

§ 1204. Budget. Adoption.

After the conclusion of the public hearing the City Council shall make any revisions of the proposed budget that it may deem advisable and shall adopt the budget. A copy thereof, certified by the City Clerk, shall be filed with the person retained by the City Council to perform auditing functions for the Council and a further copy shall be placed, and shall remain on file, in the office of the City Clerk where it shall be available for public inspection. The budget so certified shall be reproduced and copies made available for the use of the public and of departments, offices and agencies of the City.

§ 1205. Budget Appropriations.

From the effective date of the budget, the several amounts stated therein as proposed expenditures shall be and become appropriated to the several departments, offices and agencies. All appropriations shall lapse at the end of the fiscal year to the extent that they shall not have been expended or encumbered.

At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by a majority vote so as to authorize the transfer of unused balances

appropriated for one department to another department or to appropriate available funds not included in the budget or to cancel any appropriation not expended or encumbered.

The City Manager is authorized to make budgetary revisions among departmental appropriations. The City Manager is fully authorized to transfer monies and to expend monies and/or all funds, for departments and activities as he/she may determine necessary to insure the proper operation and control of City business; except, that no such transfers shall be made in contravention to State law or City ordinances or exceed the total amount appropriated for each department or as amended by the City Council.

§ 1206. Contracts on Public Works.

Every project involving an expenditure of more than Ten Thousand (10,000) Dollars for the construction or improvement of public buildings, works, streets, drains, sewers, utilities, parks or playgrounds shall be let by the City Council by contract to the lowest responsible bidder after notice by publication in the official newspaper by one (1) or more insertions, the first of which shall be at least ten (10) days before the time for opening bids. Projects for the construction, resurfacing, maintenance or repair of streets, drains or sewers are excepted from the requirements of this paragraph, and the bidding requirements of the State of California, if such work is performed by a City or County of Orange Department.

All bids must be accompanied by either a certified or cashier's check, or a bidder's bond executed by a corporate surety authorized to engage in such business in California, made payable to the City. Such security shall be in an amount not less than that specified in the notice inviting bids or in the specifications referred to therein, or if no amount be so specified, then in an amount not less than ten (10) percent of the aggregate amount of the bid. If the successful bidder neglects or refuses to enter into the contract within the time specified in the notice inviting bids or in the specifications referred to herein, the amount of the bidder's security shall be declared forfeited to the City and shall be collected and paid into its general fund and all bonds so forfeited shall be prosecuted and the amount thereof collected and paid into such fund.

The City Council may reject any and all bids presented and may advertise at its discretion.

The City Council, after rejecting bids, or if no bids are received, may declare and determine that in its opinion, based on estimates approved by the City Manager, the work in question may be purchased more economically on the open market, and after the adoption of a resolution to this effect by a majority vote of the Council, the Council may proceed to have said work done in the manner stated, without further observance of the provisions of this section. Such contracts likewise may be let without advertising for bids, if such work shall be deemed by the City Council to be of urgent necessity for the preservation of life, health or property, and shall be authorized by resolution passed by an absolute majority of the Council and containing a declaration of the facts constituting such urgency.

§ 1207. Taxation.

This City shall have the power and be subject to the same limitations with respect to taxation as a general law City of California.

§ 1208. Disbursement of Funds.

The City Manager shall have the power and the duty to supervise, and be responsible for, the

disbursement of all monies and of all expenditures to insure that budget appropriations are not exceeded; audit all purchase orders before issuance; audit and approve before payment, all bills, invoices, payrolls, demands or charges against the City government; with the advice of the City Attorney when necessary, determines the regularity, legality and correctness of such claims, demands or charges; and draw warrants upon the City Treasurer for all claims and demands audited and approved as provided in this Charter, specifying the purpose for which drawn and the fund from which payment is to be made.

§ 1209. Claims and Demands. Applicability of State Procedure.

Procedures prescribed by the State Legislature governing the presentation, consideration and enforcement of claims against chartered cities or against officers, agents and employees thereof shall apply to the presentation, consideration and enforcement of claims against the City.

§ 1210. Demands Against the City.

All other demands against the City must be in writing and may be in the form of a bill, invoice, payroll, or formal demand. Each such demand shall be presented to the City Manager within one hundred (100) days after the last item of the account or claim accrued. The City Manager shall examine the same. If the amount thereof is legally due and there remains on his/her books an unexhausted balance of an appropriation against which the same may be charged, he/she shall approve such demand and draw his/her warrant on the City Treasurer therefor, payable out of the proper fund; otherwise he/she shall reject it. Objections of the City Manager may be overruled by the City Council and the warrant ordered drawn. Any person dissatisfied with the refusal of the City Manager to approve any demand, in whole or in part, may present the same to the City Council, which after examining the matter, may approve or reject a demand in whole or in part.

If a demand is one for an item not included within an approved budget appropriation, it shall require the approval of the City Council, following the adoption by it of an amendment to the budget authorizing such payment.

§ 1211. Requirement of Council Approval.

Notwithstanding anything contained in this Charter to the contrary, the City Manager shall not approve any claim nor pay any demand without the prior approval of the majority of the City Council voting by roll call vote at a regular meeting of the City Council.

ARTICLE XIII
Initiative, Referendum and Recall

§ 1300. In General.

The powers of the initiative and referendum and of the recall of elected City Officers are hereby reserved to the electors of the City. The provisions of the Elections Code of the State of California, as the same now exist or may hereafter be amended or superseded, governing the exercise of the power of recall of municipal officers, shall apply to the exercise of those powers in the City insofar as such provisions are not in conflict with the provisions of the Charter.

ARTICLE XIV
Definitions and Miscellaneous

§ 1400. Definitions.

Unless the provision of the context requires otherwise, the following terms as used in this Charter shall have the following meaning:

“Shall” is mandatory and “may” is permissive.

“City” is the City of Los Alamitos and “office,” “department,” “board,” “Commission,” “Officer,” “department head,” or “employee” is an office, department, board, commission, officer, department head or employee, as the case may be, of the City of Los Alamitos.

“County” is the County of Orange.

“State” is the State of California.

§ 1401. Violations.

The violation of any provision of this Charter or of any ordinance of the City shall constitute a misdemeanor, and may be prosecuted in the name of the People of the State of California or may be redressed by civil action. Any such violation shall upon conviction be punishable by a fine of not exceeding five hundred (500) dollars or by imprisonment for a term of not exceeding six months or by both such fine and imprisonment.

§ 1402. Severability.

If any provision of this Charter or the application thereof to any person or circumstances is held invalid, the remainder of the Charter and the application of such provision to other persons or circumstances shall not be affected thereby.

§ 1403. Headings.

The headings given in this Charter to articles and sections thereof shall not affect the scope, meaning or intent of the provisions of this Charter.

§ 1404. Absence from the State.

Any Councilmember may leave the state for a period not exceeding sixty (60) days without permission of the City Council upon filing.

§ 1405. Publication.

Notwithstanding any provisions of the law of the State of California or provisions of this Charter, if the City Council determines by motion that the required publication of any ordinance or resolution would jeopardize the health, safety or welfare of the citizens of the City of Los Alamitos and that time does not permit the publication due to the lack of a daily newspaper being published and circulated within the City of Los Alamitos then such ordinance or resolution shall be posted in three (3) public places within the City of Los Alamitos designed by the City Council and also posted on or near the door of the Council Chambers.

§ 1406. Nepotism.

The Council shall not appoint any person to any salaried position in the City government who is a relative by blood or marriage within the second degree of any member of the Council, nor shall the City Manager nor any officer or department head appoint any relative of his/hers within such degree to any such position.

§ 1407. Official Bonds.

The City Council shall fix by ordinance or resolution the amounts and terms of the official bonds of all officials or employees who are required by this Charter or by ordinance to give such bonds. All bonds shall be executed by responsible corporate surety, shall be approved as to form by the City Attorney, and shall be filed with the City Clerk. Premiums on official bonds shall be paid by the City.

There shall be no personal liability upon, or any right to recover against, a superior officer, or his/her bond, for any wrongful act or omission of his/her subordinate, unless such superior officer was a party to, or conspired in, such wrongful act or omission.

§ 1408. Illegal Interest in Contracts.

No member of the Council or other officer or department head of the City shall have any financial interest in any contract, sale or transaction to which the City is a party if having such interest constitutes a violation of the State law pertaining to interest in contracts. Any such person having any such prohibited interest shall be guilty of a misdemeanor, and upon conviction thereof, in addition to such penalties as may be imposed by the court, such person shall forfeit his/her office. Any contract, sale or transaction in which there shall be any such prohibited interest shall become void at the election of the City when so declared by resolution of the Council.

§ 1409. Combination of Offices and Departments.

Where the positions are not in fact incompatible, the Council may, subject always to the restrictions of this Charter, combine under one officer or person the powers and duties of two or more offices or departments created or authorized by this Charter.

§ 1410. Oaths.

The City Clerk shall be responsible for administering all oaths as required by the State law, this Charter or ordinance.

§ 1411. Validity.

If any provision of this Charter, or the application thereof to any person or circumstance is held invalid, the remainder of the Charter, and the application of such provision to other persons or circumstances shall not be affected thereby.

RESOLUTION NO. 1687

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 1998, FOR THE SUBMISSION OF PROPOSED CHARTER AMENDMENT

WHEREAS, pursuant to authority provided by Article XI of the Constitution, Title 4, Division 2, Chapter 3 of the Government Code and Division 9, Chapter 3, Article 3 (commencing at §9255) of the Elections Code of the State of California, the City Council of the City of Los Alamitos desires to submit to the voters proposed Charter amendment relating to Term Limits for members of the City Council; and

WHEREAS, the City Council is authorized and directed by statute to submit the proposed Charter amendment to the voters;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to Article XI of the Constitution, Title 4, Division 2, Chapter 3 of the Government Code and Division 9, Chapter 3, Article 3 (commencing at §9255) of the Elections Code of the State of California, there is called and ordered to be held in the City of Los Alamitos, California, on Tuesday, November 3, 1998, a General Municipal Election for the purpose of submitting the following proposed charter amendment:

"Shall the Charter of the City of Los Alamitos be amended to add Section 501A imposing a limit of three consecutive four year terms on Members of the City Council?"	Yes
	No

SECTION 2. That the text of the charter amendment submitted to the voters is attached as Exhibit A.

SECTION 3. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 4. That the City Clerk is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 5. That the polls shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, except as provided in §14401 of the Elections Code of the State of California.

SECTION 6. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 7. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

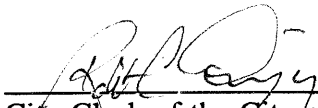
SECTION 8. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED on July 20, 1998.



Mayor of the City of Los Alamitos

ATTEST:



City Clerk of the City of Los Alamitos

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

I, Robert Dominguez, 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 20th day of July, 1998, by the following vote:

AYES: COUNCILMEMBERS: Bates, Jempsa, Sylvia, Wahlstrom

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS: Poe



City Clerk

EXHIBIT A

Section 501A of the Charter of the City of Los Alamitos is hereby amended to add the following:

“501A. Election of Members; Term Limits.

No person shall serve more than three (3) consecutive terms of office as a member of the City Council. For the purpose of this Section, a “term” shall include service on the Council for any period of seven hundred thirty-one (731) consecutive days or longer.

Any person who has served three (3) consecutive terms as a Member of the City Council shall not be eligible to serve again until the expiration of at least three hundred sixty-five (365) consecutive days after the end of such person’s last term of office.

C. The term limits established by this Section shall apply prospectively only to those terms of office which commence on or after November 3, 1998.”

RESOLUTION NO. 1223

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 12, 1988 FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO CHARTER CITIES AND FOR THE SUBMISSION TO THE VOTERS QUESTIONS RELATING TO AN INCREASE IN THE RATE OF THE BUSINESS LICENSE TAX AND THE ADOPTION OF THE STATE LAW TO CONFORM ELECTIONS IN THE CITY.

WHEREAS, under the provisions of the laws relating to Charter cities in the State of California, a General Municipal Election shall be held on April 12, 1988, for the election of Municipal Officers; and

WHEREAS, the City Council of the City of Los Alamitos, does resolve, declare and determine as follows:

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to Charter cities there is called and ordered to be held in the City of Los Alamitos, on Tuesday, April 12, 1988, a General Municipal Election for the purpose of electing two Members of the City Council for the full term of four years.

SECTION 2. That the City Council, pursuant to its right and authority, does order submitted to the voters at the General Municipal Election the following questions:

MEASURE A - Increase Business License Tax

Shall the rates of business tax and the transfer and duplicate license fees imposed on business, trades and professions by Chapter 11 of the Code of the City of Los Alamitos be increased by an amount equal to fifty percent (50%) of the current rates for the Fiscal Year 1988-89; by an amount equal to fifty percent (50%) of the Fiscal Year 1988-89 rates for the Fiscal Year 1989-90 and in an amount equal to five percent (5%) of the previous year's rates for each subsequent year thereafter?	YES	
	NO	

SECTION 3. That the proposed Measure A submitted to the voters is attached as Exhibit A.

MEASURE B - Proposed Charter Amendment

Shall Sections 906 and 908 of the Charter of the City of Los Alamitos dealing with elections be repealed and shall Section 906 be added to the Charter of the City of Los Alamitos to read as follows: "The provisions of the law of the State of California applicable to General Law Cities, as such laws now exist and as they may hereafter be amended or superseded, shall in all respects govern elections in the City." (This would enable the City to change the election dates.)	YES	
	NO	

SECTION 4. That the proposed Measure B submitted to the voters is attached as Exhibit B.

SECTION 5. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 6. That the City Clerk is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

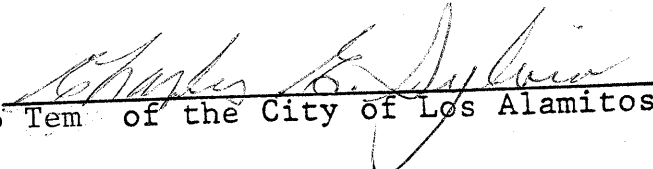
SECTION 7. That the polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed except as provided in Section 14301 of the Elections Code of the State of California.

SECTION 8. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 9. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 10. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED ON December 14, 1987.


Mayor Pro Tem of the City of Los Alamitos

ATTEST:


City Clerk of the City of Los Alamitos

Reso. 1223

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

I, Michael A. Graziano, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Los Alamitos on December 14, 1987, by the following vote:

AYES: COUNCILMEMBERS: Sylvia, Jempsa, Wahlstrom
NOES: COUNCILMEMBERS: None
ABSENT: COUNCILMEMBERS: Bernal, Selvaggi


City Clerk

The proposed amendment to the Business License Tax Ordinance to be submitted to the voters shall be as follows:

SECTION 1

Section 11-15 of the Code of the City of Los Alamitos is hereby amended by adding Section (j) thereto to read as follows:

"The rates of tax set forth in this Section shall increase for the fiscal year 1988/89 by fifty percent (50%); for the fiscal year 1989/90 by fifty percent (50%) from the previous year and by five percent (5%) from the previous year in each successive year thereafter."

SECTION 2

Section 11-18 is hereby amended by adding the following thereto:

"The duplicate license fee imposed in this Section shall increase for the fiscal year 1988/89 by fifty percent (50%); for the fiscal year 1989/90 by fifty percent (50%) from the previous year and by five percent (5%) from the previous year in each successive year thereafter."

SECTION 3

Section 11-19 is hereby amended by adding the following thereto:

"The transfer tax and change of location fee imposed in this Section shall increase for the fiscal year 1988/89 by fifty percent (50%); for the fiscal year 1989/90 by fifty percent (50%) from the previous year and by five percent (5%) from the previous year in each successive year thereafter."

The proposed amendment to the Business License Tax Ordinance to be submitted to the voters shall be as follows:

SECTION 1

Section 11-15 of the Code of the City of Los Alamitos is hereby amended by adding Section (j) thereto to read as follows:

"The rates of tax set forth in this Section shall increase for the fiscal year 1988/89 by fifty percent (50%); for the fiscal year 1989/90 by fifty percent (50%) from the previous year and by five percent (5%) from the previous year in each successive year thereafter."

SECTION 2

Section 11-18 is hereby amended by adding the following thereto:

"The duplicate license fee imposed in this Section shall increase for the fiscal year 1988/89 by fifty percent (50%); for the fiscal year 1989/90 by fifty percent (50%) from the previous year and by five percent (5%) from the previous year in each successive year thereafter."

SECTION 3

Section 11-19 is hereby amended by adding the following thereto:

"The transfer tax and change of location fee imposed in this Section shall increase for the fiscal year 1988/89 by fifty percent (50%); for the fiscal year 1989/90 by fifty percent (50%) from the previous year and by five percent (5%) from the previous year in each successive year thereafter."

The proposed amendment to the Charter of the City of Los Alamitos to be submitted to the voters shall be as follows: (additions underlined and deletions are struck out):

~~SECTION--906.---GENERAL--MUNICIPAL--ELECTIONS.---The--election--of officers;--except--members--of--the--Board--of--Education;--and--for--such other--purposes--as--the--City--Council--may--prescribe;--shall--be--held in--the--City--on--the--second--Tuesday--in--April--in--each--even--numbered year.---The--first--such--general--municipal--election--shall--be--held on--the--second--Tuesday--in--April--1968.~~

~~SECTION--908.---ELECTION--UNDER--STATE--LAW.---Elections--in--all--other respects--not--otherwise--provided--for--in--this--Charter--shall--be governed--by--the--state--law--of--the--State--of--California.~~

SECTION 906. ELECTIONS UNDER STATE LAW: The provisions of the law of the State of California applicable to General Law Cities, as such laws now exist and as they may hereafter be amended or superseded, shall in all respects govern elections in the City.

RESOLUTION NO. 954

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, CALLING AND GIVING NOTICE OF A SPECIAL MUNICIPAL ELECTION TO BE HELD IN SAID CITY ON TUESDAY, NOVEMBER 4, 1980, FOR THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY PROPOSED CHARTER AMENDMENTS.

WHEREAS, pursuant to authority provided by Article XI of the Constitution and Title 4, Division 2, Chapter 3 of the Government Code of the State of California, the City Council of the City of Los Alamitos desires to submit to the electors of said city proposed charter amendments; and

WHEREAS, the City Council of said city is thereupon authorized and directed by statute to submit the proposed Charter Amendments to the qualified voters;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

I. That pursuant to Article XI of the Constitution and Title 4, Division 2, Chapter 3 of the Government Code of the State of California, there shall be, and there is hereby called and ordered held in the City of Los Alamitos, County of Orange, State of California, on Tuesday, November 4, 1980, a Special Municipal Election of the qualified electors of said City.

II. The proposed amendments to the Charter of said City to be submitted to the voters shall be as follows (additions are underlined and deletions are crossed out):

SECTION A

Section 501. ELIGIBILITY: To be eligible to hold the office of councilman, the person must meet the requirements as set forth in the state law of the State of California, and, if the Council is divided into districts as hereinafter provided, he shall also be a resident and elector of the district within the City of Los Alamitos wherein he lives for a period of six-months thirty (30) days prior to the date his nomination papers are filed; and

Section 602. ELECTION OF MAYOR: The council shall elect one of its members to act as Mayor. Said election shall be by roll call vote. ~~or,--if-determined-by-the-majority-of-the-Council-then-present;--a-secret-ballot;~~ and

Section 604. ELECTION OF MAYOR PRO TEMPORE: The council shall elect one of its members to act as Mayor Pro Tempore. Said election shall be by roll call vote. ~~or-if-determined-by-the-majority-of-the-Council-then-present;--a-secret-ballot;~~ and

~~Section 609.-- STUDY SESSIONS.-- The City Council of the City of Los Alamitos may at its prerogative hold study sessions (which shall not constitute a meeting within the Ralph M. Brown Act) to review the work to be performed by the Council and to be kept informed.-- No action shall be taken by the City Council within the meaning of said Act at a study session.-- Before holding a study session, the Council shall:~~

(a)--Either-announce-the-time,-date-and-place-at-an open-meeting-of-the-Council;
 (b)--Or-post-notice-in-three-(3)-designated-places-in the-City;
 (c)--Or-publish-notice-in-a-newspaper-of-general circulation-in-the-City;-and
 (d)--Post-such-notice-on-the-door-of-the-Council chambers-

A-study-session-shall-be-open-to-the-public-
 The-form-of-notice-and-the-necessary-time-calling-for a-study-session-shall-conform-to-the-rules-and-regula- tions-necessary-for-calling-a-special-meeting-of-the-City Council-as-prescribed-by-the-State-law-of-the-State-of California; and

Section 701. RESIDENCE: The-City-Manager-need-not be-a-resident-of-the-City-at-the-time-of-his-appointment; but-he-shall-establish-his-residence-within-the-City within-ninety-days-after-his-appointment;-unless-such period-is-extended-by-the-City-Council-and-thereafter-main- tain-his-residence-within-the-City-during-his-tenure-of office- The City Manager shall establish such residency as the City Council may require pursuant to ordinance or resolution.

The foregoing proposal hereby submitted shall appear upon the ballots for said Municipal Election in the following form:

Shall Section 501 of the Charter of the City of Los Alamitos be amended to provide that to be eligible to hold the office of member of the City Council the person must meet the following requirements: 1) the eligibility provisions contained in the Government Code of the State of California; and 2) if the Council is divided into dis- tricts, be a resident and elector of the district for a period of at least thirty (30) days prior to the date nomination papers are filed; and

Shall Section 602 of the Charter of the City of Los Alamitos be amended to eliminate the authority of the City Council to elect the Mayor by secret ballot; and

Shall Section 604 of the Charter of the City of Los Alamitos be amended to eliminate the authority of the City Council to elect the Mayor Pro Tempore by secret ballot; and

Shall Section 609 of the Charter of the City of Los Alamitos be repealed thereby deleting the provision regulating City Council study sessions; and

Shall Section 701 of the Charter of the City of Los Alamitos be amended to provide the City Manager shall establish such resi- dence as the Council may determine by ordinance or resolution?

	YES
.....	NO

SECTION B

~~Section 614. --ORDINANCES. --VIOLATION. --PENALTY. --A violation of any ordinance of the City shall constitute a misdemeanor and may be prosecuted in the name of the People of the State of California or may be redressed by civil action. --The maximum fine and imprisonment or other penalty for the violation of any City ordinance shall be the same as is provided in the laws of the State of California for the violation of an ordinance of a general law city as the laws of the State now provide or as they may hereafter be amended; and~~

Section 801. ADMINISTRATIVE DEPARTMENTS: The City Council may provide by ordinance not inconsistent with this Charter, for the organization, conduct and operation of the several offices and departments of the City as established by this Charter, and for the creation of additional departments, divisions, offices and agencies and for their consolidation, alteration or abolition. Each new department created by the City Council shall be headed by an officer as a department head.

The City Council, by ordinance or resolution, may assign additional functions or duties to offices, departments or agencies not inconsistent with this Charter. Where the positions are not incompatible, the City Council may combine in one person the powers and duties of two or more offices created or authorized by this Charter. The City Council shall provide for the number, titles, qualifications, powers, duties and compensation of all officers and employees; and

Section 804. CITY ATTORNEY, POWERS AND DUTIES: To become eligible for City Attorney, or Assistant City Attorney, the person appointed shall be an attorney at law, duly licensed as such under the laws of the State of California and shall have engaged in the practice of local government law for at least three years prior to his appointment. The City Attorney shall have power and be required to perform the duties and responsibilities that the City Council may from time to time determine by ordinance or resolution; and

Section 1206. CONTRACTS ON PUBLIC WORKS: Every project involving an expenditure of more than Five Thousand Dollars ~~(\$5,000.00)~~ Ten Thousand Dollars (\$10,000.00) for the construction or improvement of public buildings works, streets, drains, sewers, utilities, parks or playgrounds shall be let by the City Council by contract to the lowest responsible bidder after notice by publication in the official newspaper by one or more insertions, the first of which shall be at least ten (10) days before the time for opening bids. Projects for the construction, resurfacing, maintenance or repair of streets, drains or sewers are excepted from the requirements of this paragraph, and the bidding requirements of the State of California, if such work is performed by a City or County of Orange Department.

All bids must be accompanied by either a certified or cashier's check, or a bidder's bond executed by a corporate surety authorized to engage in such business in California, made payable to the City. Such security shall be in an amount not less than that specified in the notice inviting bids or in the specifications referred to therein, or if no amount be so specified, then in an amount less than ten percent of the aggregate amount of the bid. If the successful bidder

neglects or refuses to enter into the contract within the time specified in the notice inviting bids or in the specifications referred to therein, the amount of his bidder's security shall be declared forfeited to the City and shall be collected and paid into its general fund and all bonds so forfeited shall be prosecuted and the amount thereof collected and paid into such fund.

The City Council may reject any and all bids presented and may advertise at its discretion.

The City Council, after rejecting bids, or if no bids are received, may declare and determine that in its opinion, based on estimates approved by the City Manager, the work in question may be purchased more economically on the open market, and after the adoption of a resolution to this effect by a majority vote of the Council, the Council may proceed to have said work done in the manner stated, without further observance of the provisions of this Section. Such contracts likewise may be let without advertising for bids, if such work shall be deemed by the City Council to be of urgent necessity for the preservation of life, health or property, and shall be authorized by resolution passed by an absolute majority of the Council and containing a declaration of the facts constituting such urgency.

The foregoing proposal hereby submitted shall appear upon the ballots for said Municipal Election in the following form:

Shall Section 614 of the Charter of the City of Los Alamitos be repealed thereby deleting the provision creating the crime of misdemeanor for violations of any City ordinance; and

Shall Section 801 of the Charter of the City of Los Alamitos be amended to provide that each new department created by the City Council be headed by a department head; and

Shall Section 804 of the Charter of the City of Los Alamitos be amended to provide that the City Attorney shall have engaged in the practice of local government law for at least three years as a further condition of eligibility; and

Shall Section 1206 of the Charter of the City of Los Alamitos be amended to substitute Ten Thousand Dollars (\$10,000) for Five Thousand Dollars (\$5,000) as the maximum allowable amount of a public project without requiring public bid; and

Shall the Charter of the City of Los Alamitos be amended to substitute both masculine and feminine gender references in each and every instance where the masculine gender is used, and where the term "Councilman" or "Councilmen" is used, the term "Councilmember" be substituted?

	YES
.....	
	NO

SECTION C

Section 502. VACANCIES: A-vacaney-in-the-City-Council from-whatever-cause-arising;-shall-be-filled-by-appointment by-the-City-Council-of-a-qualified-person-under-the-laws of-the-State-of-California-and-the-then-applicable-provisions-of-this-Charter---Such-appointee-to-serve-for-the remainder-of-the-unexpired-term-and-until-his-succesor qualifies-

In-the-event-the-City-Council-shall-fail-to-fill-a vacaney-by-appointment-within-sixty-(60)-days-after-such office-shall-have-been-so-declared-vacant;-it-shall-forth-with-cause-an-election-to-be-held-to-fill-such-vacaney pursuant-to-the-state-law-of-the-State-of-California-and the-requirements-of-this-Charter-

A vacancy in the City Council from whatever cause arising shall be filled either by appointment of the City Council or by election.

The City Council shall determine whether to fill a vacancy by election or by appointment; provided, however, if the City Council determines to fill a vacancy by appointment but fails to do so within 60 days after the vacancy occurs, the Council shall forthwith cause an election to be held to fill the vacancy.

A person elected to fill a vacancy shall hold office for the entire unexpired term of the former incumbent.

A person appointed to fill a vacancy shall serve for the entire unexpired term of the former incumbent unless there remain two years or more of said unexpired term on the date of appointment. In such case, the City Council shall decide by majority vote prior to such appointment whether the appointment shall be for the entire unexpired term or only until the next general municipal election. If the seat is filled by appointment only until the next general municipal election, then at said election the seat shall be filled by vote of the people.

If at said next general municipal election there are four or more Councilmanic seats to be filled, the three persons each receiving the largest number of votes shall each serve a term of four years while the person(s) elected to fill the remaining seat(s) shall serve for a term of two years.

If a member of the City Council absents himself from all regular meetings of the City Council for a period of sixty days consecutively from and after the last regular City Council meeting attended by such member, unless by permission of the City Council expressed in its official minutes or as provided in Section 1404, or is convicted of a crime involving moral turpitude, or ceases to be a qualified elector of his district, his office shall become vacant and shall be so declared by the City Council.

The foregoing proposal hereby submitted shall appear upon the ballots for said Municipal Election in the following form:

Shall Section 502 of the Charter of the City of Los Alamitos be amended to add the following provisions: 1) allow the City Council, in case of vacancy on the Council, to either appoint a person to fill a vacancy or call an election, and to limit the term of a person appointed by the Council to fill the vacancy to serve only until the next General Municipal Election at which time the seat would be filled by the voters; and 2) if, as a result of such appointment(s), there are four or more seats to be filled at the next election, have the three persons receiving the largest number of votes serve four (4)-year terms, and the other(s) serve a two (2)-year term?

YES
NO

III. That the polls for said election shall be open at seven o'clock a.m. of the day of said election and shall remain open continuously from said time until eight o'clock p.m. of the same day when said polls shall be closed, except as provided in Section 14301 of the Elections Code of the State of California.

IV. That in all particulars not recited in this Resolution, said election shall be held and conducted as provided by law for holding municipal elections in said City.

V. That notice of the time and place of holding said election is hereby given and the City Clerk is hereby authorized, instructed and directed to give such further or additional notice of said election in time, form and manner as required by law.

VI. That the City Clerk shall certify to the passage and adoption of this Resolution; shall enter the same in the book of original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

VII. That this Resolution shall take effect immediately.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Los Alamitos at a regular adjourned meeting thereof held on August 21, 1980.

Charles E. Sylvia
Mayor Pro Tempore of the City of Los Alamitos

ATTEST:

Beth Win'E
Deputy City Clerk of the City of Los Alamitos

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

I, BETH WIN'E, Deputy City Clerk of the City of Los Alamitos do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Los Alamitos at a Regular Adjourned Meeting held on the 21st day of August, 1980, by the following vote:

AYES: COUNCILMEMBERS: Sylvia, Bernal, Bunner, Lander
NOES: COUNCILMEMBERS: None
ABSENT: COUNCILMEMBERS: Zommick

Beth Win'E
Deputy City Clerk

RESOLUTION NO. 362

RESOLUTION OF THE CITY OF LOS ALAMITOS, CALIFORNIA PROVIDING FOR AND GIVING NOTICE OF A SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 1968, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF SAID CITY AN AMENDMENT TO THE CHARTER RELATING TO THE ADMINISTRATIVE ORGANIZATION OF THE CITY AND THE DELEGATION OF POWERS TO THE VARIOUS OFFICERS OF THE CITY, AND CONSOLIDATING SAID ELECTION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON SAID DATE

WHEREAS, the City Council of the City of Los Alamitos, California, has reviewed the city charter, and has determined that certain sections thereof should be amended to provide for more efficient administration of the city government, and

WHEREAS, the amendment of the City Charter does require a special municipal election and the consent of the voters of the City,

NOW, THEREFORE, the City Council of the City of Los Alamitos, California, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER as follows:

Section 1. That a special election be held and the same is hereby called to be held in said city on November 5, 1968, for the purpose of submitting to the qualified voters of said city an amendment to the Charter hereinafter set forth relating to the powers and duties of the City Manager, the powers and duties of the City Clerk, the powers and duties of the City Attorney, the powers and duties of the City Manager with respect to fiscal administration, and those other changes hereinafter set forth.

Section 2. That the amendments to the Charter submitted to the voters shall be as follows:

(a) Section 704 of the City Charter shall be amended as follows:

"Section 704 as it presently exists, shall be deleted in its entirety, and the following language shall be inserted in lieu thereof:

"Section 704. POWERS AND DUTIES: The City Manager shall be the administrative head of the city government, and he shall be responsible to the City Council for the proper administration of all affairs of the City, and shall be given such powers and duties as the Council may from time to time provide by ordinance."

(b) That Section 706 of the City Charter shall be amended by deleting therefrom at the end of the second sentence the words "said approval to be given at its next meeting." In addition, the semicolon preceding said words shall be changed to a period.

(c) Section 801 of the City Charter shall be amended by placing a period after the words "as department head" in the second sentence of the first paragraph, and by deleting the balance of that sentence from Section 801. The second paragraph of Section 801 shall remain unmodified in the Charter.

(d) Section 802 of the City Charter shall be amended by deleting therefrom Section 802 in its entirety, and inserting in lieu thereof the following paragraph:

"The City Clerk shall have the power, and be required to perform the functions and responsibilities that the City Council may from time to time determine by ordinance or resolution."

(e) Section 803 of the City Charter shall be amended by deleting therefrom Section 803 in its entirety, and inserting in lieu thereof the following paragraph:

"The City Treasurer shall have the power, and be required to perform the functions and responsibilities that the City Council may from time to time determine by ordinance or resolution."

(f) Section 804 of the City Charter shall be amended as follows: paragraphs (a) through (f) shall be deleted from the City Charter in their entirety, and the colon at the end of the sentence immediately preceding paragraph (a) shall be deleted, and the following words shall be added to said sentence:

"perform the duties and responsibilities that the City Council may from time to time determine by ordinance or resolution."

(g) Article XII FISCAL ADMINISTRATION of the City Charter shall be amended by adding thereto a new section designated Section 1211. Said section shall provide as follows:

"Section 1211. REQUIREMENT OF COUNCIL APPROVAL: Notwithstanding anything contained in this Charter to the contrary, the City Manager shall not approve any claim nor pay any demand without the prior approval of the majority of the City Council voting by roll call vote at a regular meeting of the City Council.

(h) Section 1404 of the City Charter shall be amended by adding thereto at the end of said section after the words "City Council upon filing" the following language:

"with the City Clerk notice of his designation and length of absence."

Section 3. That the polls for said election shall be opened at seven o'clock a.m. of the day of said election and shall remain open continuously from said time until eight o'clock p.m. of the same day, when said polls shall

be closed, except as provided in Section 14436 of the Elections Code of the State of California.

Section 4. That on the ballots to be used at said special election, in addition to any other matters required by law, there shall be printed substantially the following:

(a) Section 704 of the City Charter shall be amended as follows:		
"Section 704 as it presently exists, shall be deleted in its entirety, and the following language shall be inserted in lieu thereof:	YES	
"Section 704. POWERS AND DUTIES: The City Manager shall be the administrative head of the city government, and he shall be responsible to the City Council for the proper administration of all affairs of the City, and shall be given such powers and duties as the Council may from time to time provide by ordinance."	NO	

	YES	
(b) That Section 706 of the City Charter shall be amended by deleting therefrom at the end of the second sentence the words "said approval to be given at its next meeting." In addition, the semicolon preceding said words shall be changed to a period.		
	NO	

(c) Section 801 of the City Charter shall be amended by placing a period after the words "as department head" in the second sentence of the first paragraph, and by deleting the balance of that sentence from Section 801. The second paragraph of Section 801 shall remain unmodified in the Charter.	YES	
	NO	

(d) Section 802 of the City Charter shall be amended by deleting therefrom Section 802 in its entirety, and inserting in lieu thereof the following paragraph: "The City Clerk shall have the power, and be required to perform the functions and responsibilities that the City Council may from time to time determine by ordinance or resolution."	YES	
	NO	

(e) Section 803 of the City Charter shall be amended by deleting therefrom Section 803 in its entirety, and inserting in lieu thereof the following paragraph: The City Treasurer shall have the power, and be required to perform the functions and responsibilities that the City Council may from time to time determine by ordinance or resolution."	YES	
	NO	

Section 5. That a cross (+) placed in the voting square after the word "YES" in the manner hereinbefore provided shall be counted in favor of the adoption of the proposition. A cross (+) placed in the voting square after the word "NO" in the manner hereinbefore provided shall be counted against the adoption of the proposition.

Section 6. That the special election hereby called for the date hereinbefore specified shall be and is hereby ordered consolidated with the statewide general election to be held on said date, and within said city the precincts, polling places and officers of election for the special municipal election hereby called shall be in the same as those provided for said statewide general election. The Board of Supervisors of Orange County is hereby requested to order the consolidation of the special municipal election hereby called with said statewide general election, and said Board of Supervisors is hereby authorized to canvass the returns of said special municipal election, and said elections shall be held in all respects as if there were only one election, and only one form of ballot, namely, the ballots used at said general election, shall be used. Said Board of Supervisors shall certify the results of the canvass of the returns of said special municipal election to the City Council of said city which shall thereafter declare to the City Council of said city which shall thereafter declare the results thereof. A proposition submitted by this resolution shall be designated on the ballot by a letter printed on the left margin of the square containing the description of the measure, as provided in Section 10231 of the Elections Code.

Section 7. That notice of the time and place of holding said election is hereby given and the City Clerk is hereby authorized, instructed and directed to give such further or additional notice of said election in time, form and manner as required by law.

Section 8. That the City Clerk shall certify to the passage and adoption of this Resolution; shall enter the same in the book of original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

Section 9. That this Resolution shall take effect immediately.

PASSED, APPROVED AND ADOPTED this 13th day of August, 1968.

Dale Kroesen
Mayor of the City of Los Alamitos

ATTEST:

[Signature]
City Clerk of the City of
Los Alamitos

(SEAL)

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

I, JAMES M. SMITH, City Clerk of the City of Los Alamitos, California, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the City Council of the City of Los Alamitos held on the 13th day of August, 1968, by the following vote, to wit:

AYES: COUNCILMEN: Kroesen, Brown, Hyde, Otte

NOES: COUNCILMEN: None

ABSENT: COUNCILMEN: Long

[Signature]
City Clerk of the City of Los Alamitos

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: April 15, 2024

ITEM NUMBER: 12A

To: Mayor Jordan B. Nefulda & Members of the City Council

Presented By: Michael Daudt, City Attorney

Subject: Council Member Requested Agenda Item: Council Member Compensation and Reimbursement

SUMMARY

During the January 16, 2024, regular meeting, Council Member Murphy raised concerns regarding City Council salary/compensation and reimbursement for Council Member expenses. This informational staff report has been prepared in response to Council Member Murphy's request and is the first step in the two-step process for placing items on the Agenda for consideration by the Council.

RECOMMENDATION

In accordance with the City Council's adopted Agenda Policy, this informational staff report does not request action, but seeks Council's direction. Council may receive the report without further action. If further discussion and action is desired, by a majority vote of the City Council Members present, staff may be directed to place this item on a future Agenda for consideration.

BACKGROUND

At its January 16, 2024 Regular Meeting, the City Council approved Consent Calendar item 10(B) concerning updates to the City Council Travel and Reimbursement Policy. Prior to the vote on this item, Council Member Murphy raised questions concerning, in her words, a potential violation of Section 503 of the City of Los Alamitos Charter and Section 36516 of the California Government Code as referenced by Ordinance No. 09-01 of the City Council of the City of Los Alamitos, California. The City Attorney opined that the policy could be approved and did not violate any applicable state or local laws because there is a distinction between Council Member salary/compensation on one hand, and reimbursement for Council Member expenses on the other.

By email dated January 26, 2024, the City Attorney provided the City Council with a supplemental assessment of the concerns raised by Council Member Murphy and an overview of the relevant law.

On March 22, 2024, Council Member Murphy requested that the supplemental response to her inquiry be made publicly available.

DISCUSSION

Section 503 of the Los Alamitos City Charter reads:

“As compensation for their services, the Councilmembers shall each receive compensation at the respective rates in effect at the time this Charter becomes effective; provided that these rates of compensation may be changed by the majority vote of the electors of the City voting for such change in accordance with the State law of the State of California. Provided further, that the respective rates may also be changed according to any other applicable provision of the State law of the State of California.” (*Emphasis added*).

The applicable provision of State law pertaining to Council Member compensation is Government Code Section 36516. This section authorizes the City Council to enact an ordinance establishing the monthly salary for Council Members and sets a cap on the salary amount based on the population of the City. Beginning in 1965 with Ordinance No. 134, and most recently in 2009 with Ordinance No. 09-01, the City Council has established a monthly salary for Council Members in accordance with Government Code Section 36516, and as authorized by Section 503 of the City Charter. These ordinances, however, have no bearing on reimbursement for Council Member expenses.

Section 2 of Ordinance No. 09-01 reads:

“The salaries established pursuant to Section 1 of this Ordinance are and shall be exclusive of any amounts payable to each member of the City Council as reimbursement for actual and necessary expenses incurred by such Council Member in the performance of official duties for the City of Los Alamitos, pursuant to the travel and reimbursement policy adopted by the City Council in compliance with state law.” (*Emphasis added*).

The applicable provisions of State law pertaining to reimbursement for Council Member expenses are Government Code Sections 36514.5 and 53232.2. Section 36514.5 provides Council Members may be reimbursed for actual and necessary expenses incurred in the performance of official duties. Section 53232.2(a) states if a local agency provides any such reimbursement, then the governing body “shall adopt a written policy, in a public meeting, specifying the types of occurrences that qualify a member of the legislative body to receive reimbursement of expenses relating to travel, meals, lodging, and other actual and necessary expenses.” The City Council Travel and Reimbursement Policy, approved by the City Council on January 16, 2024, comports with these provisions, and was approved in compliance with State law.

FISCAL IMPACT

None.

Attachment: None

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: April 15, 2024

ITEM NUMBER: 13A

To: Mayor Jordan B. Nefulda & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Ordinance 2024-01 - Noise Standard Exemptions Associated with Construction and Property Maintenance Activities

SUMMARY

Consideration of a draft Ordinance concerning noise standard exemptions associated with construction and property maintenance activities.

RECOMMENDATION

1. Open the Public Hearing; and,
2. Introduce for first reading, read by title only, waive further reading of Ordinance No. 2024-01, and set for adoption; and,
2. City Attorney Daudt read the title of Ordinance No. 2024-01 entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND RESTATING SECTION 17.20.020 OF THE LOS ALAMITOS MUNICIPAL CODE CONCERNING NOISE STANDARD EXEMPTIONS ASSOCIATED WITH CONSTRUCTION AND PROPERTY MAINTENANCE ACTIVITIES (ZOA 23-05) (CITY INITIATED)."

BACKGROUND

The proposed Ordinance ensures internal consistency within the Zoning Code by resolving ambiguity regarding exemptions from noise standards and will better define the noise standard exemptions and assist the City's Code Enforcement Division. The purpose for this amendment was made at the request of the Planning Commission, who felt that the noise ordinance was not clear and difficult to interpret concerning hours of construction and maintenance.

On October 25, 2023, the Planning Commission adopted a resolution that would recommend that City Council amend the City's Zoning Code regarding noise standards and exemptions associated with construction and property maintenance activities. The purpose of the Planning Commission's recommendation is to preserve the quality of life for residents but also allow those who work the ability to do construction activities on the weekend.

DISCUSSION

During the Planning Commission Meeting on October 25, 2023, the Planning Commission identified the following areas as improvements to the existing Zoning Ordinance concerning noise standard exemptions and definitions for construction and maintenance activities. The

following amendments clarify and make the definitions more consistent with the interpretation and enforcement standards. These can also be found in the second attachment titled "Ordinance Noise Standard Exemption Construction and Maintenance."

LAMC 17.20.020 Exemptions

A. The following activities shall be exempt from the provisions of this chapter.

4. Noise sources associated with construction activities provided the activities take place between the hours of 7:00 a.m. and 8:00 p.m. on weekdays and Saturdays and do not take place at any time on Sundays or Federal holidays;

5. Noise sources associated with the maintenance of real property, provided the activities take place between the hours of 7:00 a.m. and 8:00 p.m. on weekdays and on Saturdays or between the hours of 9:00 a.m. and 6:00 p.m. on Sundays or Federal holidays;

B. For the purposes of this section, the following definitions shall apply:

1. The term "construction activities" means the building or enlargement of any structure, demolition, excavation, modification, alteration, substantial repair, remodeling, or grading of any real property.

2. The term "maintenance of real property" means the routine, recurring, and usual work for the preservation or protection of real property and improvements, including lawn mowing, tree trimming, pruning, painting, power washing, gutter cleaning, or similar undertakings that do not constitute construction activities.

FISCAL IMPACT

None.

- Attachment:
1. Ordinance No. 2024-01 - Noise Associated with Construction and Property Maintenance Activities
 2. Planning Commission Resolution No. 2023-05 (10/25/23)

ORDINANCE NO. 2024-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND RESTATING SECTION 17.20.020 OF THE LOS ALAMITOS MUNICIPAL CODE CONCERNING NOISE ASSOCIATED WITH CONSTRUCTION AND PROPERTY MAINTENANCE ACTIVITIES (ZOA 23-05) (CITY INITIATED)

WHEREAS, Chapter 17.20 of the Los Alamitos Municipal Code (“LAMC”) includes noise standards intended to prohibit the generation of excessive noise. Paragraphs (D) and (E) of LAMC section 17.20.020 includes noise standard exemptions for noise sources associated with certain construction and maintenance activities on real property, subject to specified limitations;

WHEREAS, the text of existing LAMC section 17.20.020 is included as Attachment 1 to this Ordinance; and

WHEREAS, on July 26, 2023, the Planning Commission reviewed and discussed the LAMC section 17.20.020 noise standard exemptions and determined that the distinction between “construction” in Paragraph (D) and “maintenance” in paragraph (E) of LAMC section 17.20.020 is unclear; and

WHEREAS, on September 27, 2023, following further discussion and deliberation, the Planning Commission directed Staff to draft a resolution recommending to City Council adoption of an ordinance amending the LAMC section 17.20.020 to clarify the language and resolve the ambiguity between the noise standard exemptions for construction and maintenance activities (the “Amendment”); and

WHEREAS, on October 25, 2023, the Planning Commission held a duly noticed Public Hearing concerning the proposed Amendment, and recommended City Council approval of this Ordinance; and,

WHEREAS, the City Council opened a duly noticed Public Hearing concerning the proposed Amendment on April 15 2024; and,

WHEREAS, the City Council considered all applicable Staff reports and all public testimony and evidence presented at the Public Hearing.

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

SECTION 1. The foregoing recitals are true and correct, and are incorporated herein by reference.

SECTION 2. Pursuant to Section 17.58.060 of the Los Alamitos Municipal Code, the following findings are made in support of this code amendment:

1. *This Ordinance ensures and maintains internal consistency with the actions, goals, objectives, and policies of the General Plan, and would not create any inconsistencies with the Zoning Code.*

The proposed Amendment does not conflict with any of the actions, goals, objectives, or policies of the General Plan and will not create any inconsistencies with the Zoning Code.

2. *This Ordinance will not be detrimental to the public convenience, health, interest, safety, or welfare of the City.*

The proposed Amendment will enhance the public convenience, health, interest, safety, and welfare of the City by resolving an ambiguity in the existing Zoning Code regarding exemptions from noise standards. This clarification will help residents understand the noise standard exemptions and assist City Code Enforcement.

3. *This Ordinance has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the City's environmental review procedures.*

The proposed Amendment will not result in any physical change to the environment and is therefore exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b) (3) – the project is covered by the general rule that the California Environmental Quality Act (CEQA) applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

4. *The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.*

The proposed Amendment ensures internal consistency within the Zoning Code by resolving an ambiguity regarding exemptions from noise standards. This clarification will help residents understand the noise standard exemptions and assist City Code Enforcement.

SECTION 3. Section 17.20.020 (Exemptions) of Chapter 17.20 (Noise) of Title 17 (Zoning) of the Los Alamitos Municipal Code is hereby amended to and restated in its

entirety to read as follows:

“17.20.020 Exemptions

- A. The following activities shall be exempt from the provisions of this chapter.
1. School bands, school athletic events, and school entertainment events, provided these events are conducted on school property or authorized by special permit from the City;
 2. Activities lawfully conducted in public parks, public playgrounds, and public or private school grounds;
 3. A mechanical device, apparatus, or equipment used, related to, or connected with emergency machinery, vehicle, or work;
 4. Noise sources associated with construction activities, provided the activities take place between the hours of 7:00 a.m. and 8:00 p.m. on weekdays and on Saturdays, and do not take place at any time on Sundays or Federal holidays;
 5. Noise sources associated with the maintenance of real property, provided the activities take place between the hours of 7:00 a.m. and 8:00 p.m. on weekdays and on Saturdays, or between the hours of 9:00 a.m. and 6:00 p.m. on Sundays or Federal holidays;
 6. An activity or equipment to the extent that design regulation of it has been preempted by State or Federal laws.
- B. For the purposes of this section, the following definitions shall apply:
1. the term “construction activities” means the building or enlargement of any structure, demolition, excavation, modification, alteration, substantial repair, remodeling, or grading of any real property.
 2. the term “maintenance of real property” means the routine, recurring, and usual work for the preservation or protection of real property and improvements, including lawn mowing, tree trimming, pruning, painting, power washing, gutter cleaning, or similar undertakings that do not constitute construction activities.”

A track changes version of this language is included as Attachment 2 to this Ordinance (deleted text in ~~strike through~~; new text in underline).

SECTION 4. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 5. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 15th day of April, 2024.

Jordan B. 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 Ordinance No. _____ was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 15th day of April 2024 and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 15th day of April, 2024, by the following roll-call vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

Attachment 1

Existing LAMC §17.20.020

17.20.020 Exemptions

The following activities shall be exempt from the provisions of this chapter.

- A. School bands, school athletic events, and school entertainment events, provided these events are conducted on school property or authorized by special permit from the City;
- B. Activities lawfully conducted in public parks, public playgrounds, and public or private school grounds;
- C. A mechanical device, apparatus, or equipment used, related to, or connected with emergency machinery, vehicle, or work;
- D. Noise sources associated with construction, repair, remodeling, or grading of any real property, provided a permit has been obtained from the City, and further provided the activities do not take place between the hours of 8:00 p.m. and 7:00 a.m. on weekdays and on Saturdays, or at any time on Sundays or Federal holidays;
- E. Noise sources associated with the maintenance of real property, provided the activities take place between the hours of 8:00 a.m. and 8:00 p.m. on weekdays and on Saturdays, or between the hours of 9:00 a.m. and 6:00 p.m. on Sunday or a Federal holiday;
- F. An activity or equipment to the extent that design regulation of it has been preempted by State or Federal laws.

Attachment 2

Track Changes Revisions to LAMC §17.20.020

17.20.020 Exemptions

A. The following activities shall be exempt from the provisions of this chapter.

1. A. School bands, school athletic events, and school entertainment events, provided these events are conducted on school property or authorized by special permit from the City;

2. B. Activities lawfully conducted in public parks, public playgrounds, and public or private school grounds;

3. C. A mechanical device, apparatus, or equipment used, related to, or connected with emergency machinery, vehicle, or work;

4. D. Noise sources associated with construction activities, repair, remodeling, or grading of any real property, provided a permit has been obtained from the City, and further provided the activities do not take place between the hours of 7:00 a.m. 8:00 p.m. and 8:00 p.m. 7:00 a.m. on weekdays and on Saturdays, or and do not take place at any time on Sundays or Federal holidays;

5. E. Noise sources associated with the maintenance of real property, provided the activities take place between the hours of 7:00 a.m. 8:00 a.m. and 8:00 p.m. on weekdays and on Saturdays, or between the hours of 9:00 a.m. and 6:00 p.m. on Sundays or a Federal holidays;

6. F. An activity or equipment to the extent that design regulation of it has been preempted by State or Federal laws. (Ord. 19-03 § 3, 2019; Ord. 688 § 1, 2006)

B. For the purposes of this section, the following definitions shall apply:

1. The term “construction activities” means the building or enlargement of any structure, demolition, excavation, modification, alteration, substantial repair, remodeling, or grading of any real property.

2. The term “maintenance of real property” means the routine, recurring, and usual work for the preservation or protection of real property and improvements including lawn mowing, tree trimming, pruning, painting, power washing, gutter cleaning, or similar undertakings that do not constitute construction activities.

PC RESOLUTION NO. 2023-05

**A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF LOS ALAMITOS, CALIFORNIA,
RECOMMENDING THE CITY COUNCIL ADOPT
ORDINANCE NO. 2023-05 AMENDING AND
RESTATING SECTION 17.20.020 OF THE LOS
ALAMITOS MUNICIPAL CODE CONCERNING NOISE
STANDARD EXEMPTIONS ASSOCIATED WITH
CONSTRUCTION AND PROPERTY MAINTENANCE
ACTIVITIES (ZOA 23-05) (CITY INITIATED)**

WHEREAS, Chapter 17.20 of the Los Alamitos Municipal Code ("LAMC") includes noise standards intended to prohibit the generation of excessive noise. Paragraphs (D) and (E) of LAMC section 17.20.020 includes noise standard exemptions for noise sources associated with certain construction and maintenance activities on real property, subject to specified limitations; and,

WHEREAS, on July 26, 2023, the Planning Commission reviewed and discussed the LAMC section 17.20.020 noise standard exemptions and determined that the distinction between "construction" in Paragraph (D) and "maintenance" in paragraph (E) of LAMC section 17.20.020 is unclear; and,

WHEREAS, on September 27, 2023, following further discussion and deliberation, the Planning Commission directed Staff to draft a resolution recommending to City Council adoption of an ordinance amending the LAMC section 17.20.020 to clarify the language and resolve the ambiguity between the noise standard exemptions for construction and property maintenance activities (the "Amendment"); and,

WHEREAS, on October 25, 2023, the Planning Commission held a duly noticed Public Hearing concerning the proposed Amendment; and,

WHEREAS, the Planning Commission considered all applicable Staff reports and all public testimony and evidence presented at the Public Hearing.

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

SECTION 1. The Planning Commission finds that the above recitals are true and correct.

SECTION 2. The Planning Commission hereby recommends that the City Council adopt Ordinance No. 2023-05 amending and restating Section 17.20.020 of the Los Alamitos Municipal Code concerning noise associated with construction and property maintenance activities, attached hereto as Exhibit "A", based on the following findings, as specified in Section 17.58.060 of the Los Alamitos Municipal Code:

- a) *This Ordinance ensures and maintains internal consistency with the actions, goals, objectives, and policies of the General Plan, and would not create any inconsistencies with the Zoning Code.*

The proposed Amendment does not conflict with any of the actions, goals, objectives, or policies of the General Plan and will not create any inconsistencies with the Zoning Code.

- b) *This Ordinance will not be detrimental to the public convenience, health, interest, safety, or welfare of the City.*

The proposed Amendment will enhance the public convenience, health, interest, safety, and welfare of the City by resolving an ambiguity in the existing Zoning Code regarding exemptions from noise standards. This clarification will help residents understand the noise standard exemptions and assist City Code Enforcement.

- c) *This Ordinance has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the City's environmental review procedures.*

Public Resources Code § 21065 defines "project" as "an activity which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." The proposed Resolution does not have the potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, as the resolution does not call for any change in the existing environmental conditions within the City. Instead, the proposed Resolution merely recommends that the City Council adopt the proposed Ordinance. Accordingly, the proposed Resolution is not a "project" subject to the California Environmental Quality Act (CEQA). (Public Resources Code § 21065; CEQA Guidelines § 15378(a).)

Even if this action could be construed to be a project subject to CEQA, the proposed Resolution is exempt pursuant to CEQA Guidelines Section 15061(b)(3) since it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The Planning Commission, as a recommending body, does not commit the City to any specific course of action, and the proposed Resolution does not constitute "approval" of any identifiable projects.

- d) *The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.*

The proposed Amendment ensures internal consistency within the Zoning Code by resolving an ambiguity regarding exemptions from noise standards. This clarification will help residents understand the noise standard exemptions and assist City Code Enforcement.

SECTION 3. The Secretary of the Planning Commission shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 25th day of October 2023.



Gary Loe, Chair

ATTEST:



Irving Montenegro Jr., Development Services Manager

APPROVED AS TO FORM:



Michael S. Daudt, City Attorney

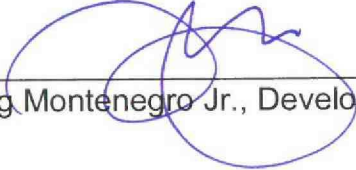
STATE OF CALIFORNIA)

COUNTY OF ORANGE) ss
CITY OF LOS ALAMITOS)

I, Irving Montenegro Jr., Development Services Manager of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular

meeting of the Planning Commission held on the 25th day of October 2023, by the following vote, to wit:

AYES:	COMMISSIONERS:
NOES:	COMMISSIONERS:
ABSENT:	COMMISSIONERS:
ABSTAIN:	COMMISSIONERS:



Irving Montenegro Jr., Development Services Manager