

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

CITY COUNCIL AGENDA
REGULAR MEETING

Tuesday, January 21, 2025 – 6:00 PM

NOTICE TO THE PUBLIC – This Agenda contains a brief general description of each item to be considered. Except as provided by law, action or discussion shall not be taken on any item not appearing on the agenda. Supporting documents, including staff reports, are available for review at City Hall in the City Clerk's Office or on the City's website at www.cityoflosalamitos.org once the agenda has been publicly posted.

Each matter on the agenda, no matter how described, shall be deemed to include any appropriate motion, whether to adopt a minute motion, resolution, payment of any bill, approval of any matter or action, or any other action. Items listed as "for information" or "for discussion" may also be the subject of an "action" taken by the City Council at the same meeting.

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

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

If you are unable to attend this meeting in person, you may submit comments on any agenda item or on any item not on the agenda by email to cityclerk@cityoflosalamitos.org with the subject line "COUNCIL PUBLIC COMMENT". Comments received by 3:00 p.m. the day of the meeting will be compiled, provided to the City Council, and made available to the public before the start of the meeting. Staff will not read email comments at the meeting. You may also view the meeting live on local cable channel 3.

If, as an attendee, or a participant at this meeting, you will need special assistance beyond what is normally provided, please contact the City Clerk's Office at (562) 431-3538, extension 220, 48 hours prior to the meeting so that reasonable arrangements may be made.

1. CALL TO ORDER

2. ROLL CALL

Mayor Hasselbrink
Mayor Pro Tem Doby
Council Member Hibard
Council Member Loe
Council Member Nefulda

3. PLEDGE OF ALLEGIANCE

Mayor Hasselbrink will lead the Pledge of Allegiance.

4. INVOCATION

Mayor Pro Tem Doby will give the Invocation.

5. PRESENTATIONS

- A. Presentation of a Certificate to Lisa Patino, Motivated by Lisa, in Recognition on Being Featured in the Mayor's Business Spotlight**
- B. Presentation of a Certificate to Luis Reyes in Recognition of Being Named the Employee of the Quarter**
- C. Presentation of a Certificate to the Finance Department in Recognition of Being Awarded the Achievement for Excellence in Financial Reporting**
- D. Presentation of Certificates to Chet Simmons, City Manager; Ron Noda, Deputy City Manager; and, Craig Koehler, Finance Director, in Recognition of Outstanding Leadership**
- E. Presentation of a Certificate to City Manager Simmons for his Outstanding Service**

6. ORAL COMMUNICATIONS

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

7. UPDATES FROM THE MAYOR

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

8. UPDATES FROM THE CITY STAFF

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

9. WARRANTS

A. Warrants (Finance)

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

Recommendation: Ratify the Warrants from December 1, 2024, to December 31, 2024, for \$2,515,858.71.

ROLL CALL

Mayor Hasselbrink
Mayor Pro Tem Doby

Council Member Hibard
Council Member Loe
Council Member Nefulda

10. CONSENT CALENDAR

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

A. Approval of Minutes (Administration)

Approve the Regular City Council Minutes of November 18, 2024, the Special City Council Minutes of December 12, 2024, and the Special and Regular Minutes of December 16, 2024.

B. 2025 Budget Calendar (Finance)

This report seeks to establish the 2025 budget calendar.

Recommendation: Approve the recommended budget calendar for 2025.

C. Police Officer Association (POA); Hiring Referral Incentive Program Side Letter (Administration)

This item seeks approval of the Police Officers Association (POA) side letter amending April 1, 2024, to June 30, 2028, Memorandum of Understanding (MOU) between the City of Los Alamitos ("City") and the Los Alamitos Police Officers Association ("POA").

Recommendation:

1. Adopt Resolution No.2025-01, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING A SIDE LETTER AGREEMENT REGARDING THE HIRING REFERRAL INCENTIVE PROGRAM AMENDING THE APRIL 1, 2024 TO JUNE 30, 2028 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS ALAMITOS ("CITY") AND THE LOS ALAMITOS POLICE OFFICERS ASSOCIATION ("POA")"; and,
2. Authorize the Mayor to execute the side letter agreement amending the Police Officers Association (POA) Memorandum of Understanding (MOU) to include a Hiring Referral Incentive Program.

D. Auction of City Vehicles and Equipment (Development Services)

This item sets forth a recommendation to auction City vehicles and equipment valued between \$1,000-\$6,000.

Recommendation: Authorize the listed equipment and fleet as surplus and authorize its auction and disposal in accordance with Los Alamitos Municipal

Code (LAMC), Section 2.60.040.

E. Approval of Final Parcel Map 2022-133 (4665 Lampson Project) (Development Services)

This item is to adopt Resolution No. 2025-02 approving the final Parcel Map 2022-133 for Finance and Conveyance Purposes, located at 4665 Lampson Avenue, which is ready for submission to the County Recorder's Office for final review (Applicant: Lampson Park Place, LLC).

Recommendation:

1. Adopt Resolution No. 2025-02 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING PARCEL MAP NO. 2022-133 FOR THE PROPERTY LOCATED AT 4665 LAMPSON AVE"; and,
2. Direct the City Clerk to endorse the certificate on the title sheet of Parcel Map 2022-133, which embodies the approval of said maps, and submit the maps to the County of Orange Recorder's Office.

F. Amendment No. 11 with Clear Channel Outdoor, LLC for Bus Shelter License and Maintenance Agreement (Development Services)

This item seeks approval of Amendment No. 11 with Clear Channel Outdoor, LLC to continue providing Bus Shelter License and Maintenance Services until December 31, 2025.

Recommendation: Authorize the Mayor to execute Amendment No. 11 of the Professional Services Agreement with Clear Channel Outdoor, LLC, with no fiscal impact and a term expiring on December 31, 2025.

G. Approval of Plans and Specifications for Striping Improvements on Katella Avenue (CIP 24/25-07) (Development Services)

Striping and pavement marking assist in maintaining safe, up-to-date standards that comply with current Federal and State guidelines. This item requests the approval of plans to be noticed and to receive bids for completion of the project.

Recommendation:

1. Approve the plans and specifications for the Striping Improvements on Katella Avenue (CIP 24/25-07) project; and,
2. Authorize Staff to advertise and solicit bid proposals.

H. Award of Plans and Specifications for the CDBG Street Improvements on Maple Street (CIP 24/25-04) (Development Services)

This item recommends the award of bid to Copp Contracting, Inc. to facilitate the CDBG Street Improvements on Maple Street (CIP 24/25-04). The City of Los Alamitos proposes to grind and overlay asphalt streets and repair damaged concrete as part of its ongoing pavement management program.

Recommendation:

1. Award construction for the CDBG Street Improvements on Maple Street (CIP 24/25-04) Project in the amount of \$323,256.07 to Copp Contracting, Inc.; and,
2. Authorize the Mayor to execute the contract in a form to be approved by the City Attorney with Copp Contracting, Inc. for the project; and,
3. Authorize the City Engineer to add work and execute change orders in an amount not to exceed the contingency reserve of 8% (\$25,860.49) for a total construction cost of \$349,116.56.

I. Notice of Completion (NOC) for the Community Center Renovation Project - Phase I (Development Services)

The Community Center Renovation Project – Phase 1 has been completed. Staff is recommending that City Council accept the work as completed, direct filing of the Notice of Completion, and authorize retention release as prescribed by the Public Contracts Codes.

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. Accept as complete the construction by the KYA Group for the Community Center Renovation Project – Phase 1; and,
2. Direct the City Clerk to record the Notice of Completion/Final Report with the County Recorder's Office; and,
3. Authorize Staff to release the 5% retention to the contractor, in the amount of \$5,233.55, thirty-five (35) days after recordation of the Notice of Completion.

11. ORDINANCE

A. Ordinance 2025-01 - E-Conveyances Relating to Vehicles such as E-Bikes (Police)

Like many other cities in Orange County, Los Alamitos has experienced a notable increase in the number of electric bicycles in the community. Both law enforcement and residents have encountered significant safety concerns related to E-bike use. A recent investigation by the Orange County Grand Jury highlighted an urgent need for consistent ordinances to regulate and enforce safe E-bike practices across cities, school districts, parks, and unincorporated areas.

Recommendation:

1. Introduce for first reading, read by title only, waive further reading of Ordinance No. 2025-01, and set for adoption; and,
2. City Attorney Daudt read the title of Ordinance No. 2025-01, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADDING CHAPTER 10.45 (E-CONVEYANCES) TO TITLE 10 OF THE LOS ALAMITOS MUNICIPAL CODE RELATING TO VEHICLES SUCH AS E- BIKES".

B. Ordinance 2025-02 - Informal Bidding - Public Works (Development Services)

This item recommends adoption of an ordinance establishing informal bidding policies and procedures for public works projects involving an expenditure at or below the \$125,000 formal bidding threshold set forth in Section 1206 of the City Charter.

Recommendation:

1. Introduce for first reading, read by title only, waive further reading of Ordinance No. 2025-02, and set for adoption; and,
2. City Attorney Daudt read the title of Ordinance No. 2025-02, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADDING CHAPTER 2.62 (INFORMAL BIDDING – PUBLIC WORKS) TO THE LOS ALAMITOS MUNICIPAL CODE."

C. Ordinance 2025-03 - Lobbyist Registration and Reporting (Administration)

This item recommends adoption of an ordinance establishing lobbyist registration and reporting policies, procedures and regulations to implement Section 505 of the City Charter.

Recommendation:

1. Introduce for first reading, read by title only, waive further reading of Ordinance No. 2025-03, and set for adoption; and,
2. City Attorney Daudt read the title of Ordinance No. 2025-03, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADDING CHAPTER 2.58 (LOBBYIST REGISTRATION AND REPORTING) TO THE LOS ALAMITOS MUNICIPAL CODE."

D. Ordinance 2025-04 - Commission Membership (Administration)

The City of Los Alamitos has four commissions consisting of Parks, Recreation, and Cultural Arts, Personnel Appeals, Planning, and Traffic. Excluding the Personnel Appeals Commission, these commissions consist of seven members. This item proposes reducing the membership to five, consistent with the makeup of the City Council and Personnel Appeals Commission.

Recommendation:

1. Introduce for first reading, read by title only, waive further reading of Ordinance No. 2025-04, and set for adoption; and,
2. City Attorney Daudt read the title of Ordinance No. 2025-04, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ESTABLISHING A FIVE-PERSON MEMBERSHIP FOR CITY COMMISSIONS AND BOARDS"; and,
3. Discuss the preferred method for Commission appointment and direct staff to bring back a policy for adoption; and,
4. Direct the City Clerk to postpone recruitment until Ordinance No. 2025-04 becomes effective; and,
5. Direct the City Clerk to inform all incumbents and applicants of the new regulations and invite them to apply if interested.

12. DISCUSSION ITEM

A. Southern California Association of Governments (SCAG) 2025 Regional Conference and General Assembly (Administration)

The Southern California Association of Governments (SCAG) Regional Conference and General Assembly will be held at the JW Marriott Desert Springs Resort and Spa in Palm Desert, CA on May 1-2, 2025.

Each year, SCAG's member cities select a Delegate and/or Alternate to represent their City and participate at the conference.

Recommendation:

1. Appoint a representative to attend and serve as the City's Voting Delegate for the Southern California Association of Governments (SCAG) General Assembly; and,
2. Appoint a Council Member to attend and serve as the City's Alternate Voting Delegate in the event of the Voting Delegate's absence.

13. COUNCIL ANNOUNCEMENTS

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

14. CLOSED SESSION

A. Conference with Labor Negotiator

City Negotiator: Chet Simmons, City Manager

Employee Organization: Executive Management, Non-Represented

Authority: Government Code Section 54957.6

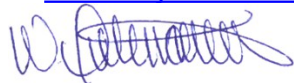
B. Public Employee Performance Evaluation

Title: City Manager

Authority: Government Code Section 54957

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: January 16, 2025

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: January 21, 2025

ITEM NUMBER: 9A

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Craig Koehler, Director of Finance

Subject: Warrants

SUMMARY

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

RECOMMENDATION

Ratify the Warrants from December 1, 2024, to December 31, 2024, for \$2,515,858.71.

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 for payment thereof.

FISCAL IMPACT

The total of \$2,515,858.71 represents checks and electronic fund transfers from December 1, 2024, to December 31, 2024.

Attachment: 1. Council Report 01-21-2025

CITY OF LOS ALAMITOS
A/P Warrants
January 21, 2025

To Ratify

Pages:

1-16	\$ 1,562,495.32	Warrants	12/01-31/2024
17	\$ 10,506.79	Medical Retirees	12/01/2024
18	\$ 281,244.44	Payroll	12/06/2024
19	\$ 248,425.52	Benefits & Withholdings	12/06/2024
20	\$ 271,218.35	Payroll	12/20/2024
21	\$ 141,968.29	Benefits & Withholdings	12/20/2024
Grand Total	<u>\$ 2,515,858.71</u>		

The attached Warrant Register containing checks and electronic funds transfers for the period from December 1, 2024 to December 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 7th day of January, 2025

WARRANTS 12/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ADMINSURE	WORKERS COMP ADMIN 11/24	SELF INSURANCE TRU	INSURANCE	531.94
			TOTAL:	531.94
ALL CITY MANAGEMENT SERVICES	CROSS GUARDS 11/10-11/23/24	GENERAL FUND	TRAFFIC	6,773.76
	CROSS GUARDS 11/24-12/07/24	GENERAL FUND	TRAFFIC	3,704.40
			TOTAL:	10,478.16
AMERICAN RENTALS	PW SCISSOR LIFT RENTAL	GENERAL FUND	BUILDING MAINTENANCE	656.87
			TOTAL:	656.87
ANDERSON ELECTRICAL & LIGHTING SERVICE	CH ELECTRIC SVCS 11/26/24	GENERAL FUND	BUILDING MAINTENANCE	130.00
			TOTAL:	130.00
ANIMAL PEST MANAGEMENT SERVICES	PARKS PEST CTRL 11/24	GENERAL FUND	PARK MAINTENANCE	490.00
			TOTAL:	490.00
ARROYO BACKGROUND INVESTIGATIO	VASQUEZ BACKGROUND	GENERAL FUND	NON-DEPARTMENTAL	1,500.00
			TOTAL:	1,500.00
BARBARA BANNERMAN	YOGA 11/09/24	GENERAL FUND	SPECIAL CLASSES	9.75
	YOGA 11/12/24	GENERAL FUND	SPECIAL CLASSES	19.50
	YOGA 11/16/24	GENERAL FUND	SPECIAL CLASSES	9.75
	YOGA 11/19/24	GENERAL FUND	SPECIAL CLASSES	9.75
	YOGA 11/23/24	GENERAL FUND	SPECIAL CLASSES	19.50
	YOGA 09/03-12/10/24	GENERAL FUND	SPECIAL CLASSES	364.00
			TOTAL:	432.25
BASE HILL INC	JANITORIAL SVCS 11/24	GENERAL FUND	BUILDING MAINTENANCE	5,809.99
			TOTAL:	5,809.99
BLAZE CONE CO., INC.	TRAFFIC CONES (50)	GENERAL FUND	TRAFFIC	787.00
			TOTAL:	787.00
CALIFORNIA FORENSIC PHLEBOTOMY, INC.	BLOOD DRAW 11/24	GENERAL FUND	PATROL	173.46
			TOTAL:	173.46
CALPERS	PERS UAL PYMT 6	GENERAL FUND	ADMINISTRATION	15,512.33
	PERS UAL PYMT 6	GENERAL FUND	FINANCE	5,544.71
	PERS UAL PYMT 6	GENERAL FUND	POLICE ADMINISTRATION	24,951.61
	PERS UAL PYMT 6	GENERAL FUND	PATROL	62,343.16
	PERS UAL PYMT 6	GENERAL FUND	INVESTIGATION	17,987.69
	PERS UAL PYMT 6	GENERAL FUND	RECORDS	2,517.03
	PERS UAL PYMT 6	GENERAL FUND	YOUTH SERVICES	3,078.69
	PERS UAL PYMT 6	GENERAL FUND	TRAFFIC	3,165.08
	PERS UAL PYMT 6	GENERAL FUND	K-9 Unit	3,121.26
	PERS UAL PYMT 6	GENERAL FUND	COMMUNITY DEVEL ADMIN	14,836.00
	PERS UAL PYMT 6	GENERAL FUND	PLANNING	2,356.79
	PERS UAL PYMT 6	GENERAL FUND	NEIGHBORHOOD PRESERVAT	869.93
	PERS UAL PYMT 6	GENERAL FUND	STREET MAINTENANCE	6,316.54
	PERS UAL PYMT 6	GENERAL FUND	ECONOMIC DEVELOPMENT	1,099.68
	PERS UAL PYMT 6	GENERAL FUND	RECREATION ADMINISTRAT	17,678.75
			TOTAL:	181,379.25
CARRI FOX	LINE DANCE 11/13/24	GENERAL FUND	SPECIAL CLASSES	29.40
	LINE DANCE 11/20/24	GENERAL FUND	SPECIAL CLASSES	33.60
			TOTAL:	63.00

WARRANTS 12/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CHARLES ABBOTT ASSOCIATES, INC.	BLDG & SAFETY SVCS 11/24	GENERAL FUND	BUILDING INSPECTION	29,935.05
			TOTAL:	29,935.05
CHARTER COMMUNICATIONS	CITY PHONE LINES 11/24	GENERAL FUND	NON-DEPARTMENTAL	476.40
	CITY INTERNET 11/24	GENERAL FUND	NON-DEPARTMENTAL	1,734.00
			TOTAL:	2,210.40
CINTAS CORPORATION NO. 2	FIRST AID CHECK & REFILL 12/24	GENERAL FUND	BUILDING MAINTENANCE	2,020.04
			TOTAL:	2,020.04
CITY OF CYPRESS	3RD INSTALLMENT 25% FY24/25	GENERAL FUND	COMMUNICATIONS TECHNOL	192,206.79
			TOTAL:	192,206.79
CIVICPLUS, LLC	CIVIC HR SOFTWARE 09/24	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	363.06
			TOTAL:	363.06
CLINICAL COUNSELING WITH TSELANE	SOUND BATH 11/22/24	GENERAL FUND	SPECIAL CLASSES	40.95
			TOTAL:	40.95
CODE NINJAS	REVIVE GRANT REIMBURSEMENT	GENERAL FUND	ECONOMIC DEVELOPMENT	487.00
			TOTAL:	487.00
COLE PRO MEDIA CORP	MEDIA CONSULT SVCS 09/24	GENERAL FUND	ADMINISTRATION	3,000.00
	MEDIA CONSULT SVCS 10/24	GENERAL FUND	ADMINISTRATION	3,000.00
			TOTAL:	6,000.00
COLORADO FAMILY SUPPORT REGISTRY	ID# 12634200	POOL CLEARING FUND	NON-DEPARTMENTAL	230.76
			TOTAL:	230.76
COMMERCE TRUCK & EQUIPMENT SALES LLC	AERIAL BOOM TRUCK REPAIR	GARAGE FUND	GARAGE	1,019.14
			TOTAL:	1,019.14
COSTAR REALTY INFORMATION, INC.	REAL ESTATE DATA 10/24	GENERAL FUND	ADMINISTRATION	830.78
	REAL ESTATE DATA 11/24	GENERAL FUND	ADMINISTRATION	830.78
			TOTAL:	1,661.56
COUNTY OF ORANGE TREASURER-TAX	OCATS 11/24	GENERAL FUND	COMMUNICATIONS TECHNOL	1,273.33
	AFIS 11/24	GENERAL FUND	COMMUNICATIONS TECHNOL	363.00
			TOTAL:	1,636.33
DANIEL C GACAD	SELF DEFENSE 10/22-12/10/24	GENERAL FUND	SPECIAL CLASSES	175.50
			TOTAL:	175.50
DANIELS TIRE SERVICE	REISSUE: PC-2 TIRE SVCS 11/24	GARAGE FUND	GARAGE	555.67
	PD-4 TIRE SVCS 11/24	GARAGE FUND	GARAGE	405.32
	PD-22 TIRE SVCS 11/24	GARAGE FUND	GARAGE	523.81
			TOTAL:	1,484.80
DEPARTMENT OF INDUSTRIAL RELATIONS	FY 24/25 ASSESSMENT	SELF INSURANCE TRU	INSURANCE	330.53
			TOTAL:	330.53
DIAMOND ENVIRONMENTAL SERVICES LP	WW FENCING 12/07/24	GENERAL FUND	NON-DEPARTMENTAL	2,465.00
			TOTAL:	2,465.00
DIANA C. PEREZ	HOLLY JOLLY 12/04-12/18/24	GENERAL FUND	SPECIAL CLASSES	280.15
			TOTAL:	280.15

WARRANTS 12/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
DOCUSIGN INC	eSIGNATURE PRO	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	2,760.00
			TOTAL:	2,760.00
ECOFERT, INC.	FERTIGATION SVCS 11/24	GENERAL FUND	PARK MAINTENANCE	921.00
			TOTAL:	921.00
ELEANOR GRANFLOR	MILEAGE REIMBURSEMENT	GENERAL FUND	ADMINISTRATION	105.59
			TOTAL:	105.59
ENTERPRISE FM TRUST	MONTHLY LEASE CHARGES 11/24	GARAGE FUND	GARAGE	17,248.23
			TOTAL:	17,248.23
EVENT NEWS ENTERPRISE	CIP 24/25-04 PUBLIC NOTICE	GENERAL FUND	COMMUNITY DEVEL ADMIN	2,400.00
			TOTAL:	2,400.00
EWING	GRASS SEED PARK REHAB	GENERAL FUND	PARK MAINTENANCE	4,910.98
			TOTAL:	4,910.98
FRONTIER COMMUNICATIONS	JAIL ALARM 11/24 & 12/24	GENERAL FUND	COMMUNICATIONS TECHNOL	1,143.55
			TOTAL:	1,143.55
GANAHL LUMBER COMPANY	STREET REPAIR SUPPLIES	GENERAL FUND	STREET MAINTENANCE	1,347.59
			TOTAL:	1,347.59
GARAGE PILATES	PILATES 09/09-12/09/24	GENERAL FUND	SPECIAL CLASSES	828.75
	PILATES 09/05-12/05/24	GENERAL FUND	SPECIAL CLASSES	825.50
	PILATES 09/09-12/09/24	GENERAL FUND	SPECIAL CLASSES	588.25
			TOTAL:	2,242.50
GENERAL CODE, LLC	ECOD360 ANNUAL MAINT	GENERAL FUND	ADMINISTRATION	1,345.00
			TOTAL:	1,345.00
GLENN E THOMAS COMPANY INC	PD-21 BATTERY REPLACEMENT	GARAGE FUND	GARAGE	245.00
			TOTAL:	245.00
GM FINANCIAL	CM VEHICLE LEASE PYMT 10	GARAGE FUND	GARAGE	1,858.68
	CHIEF'S VEHICLE PYMT 29	GARAGE FUND	GARAGE	1,159.21
			TOTAL:	3,017.89
GOLDEN STATE WATER COMPANY	WATER BILL 12/24	GENERAL FUND	STREET MAINTENANCE	5,265.94
	WATER BILL 12/24	GENERAL FUND	PARK MAINTENANCE	7,490.94
	WATER BILL 12/24	GENERAL FUND	BUILDING MAINTENANCE	942.38
			TOTAL:	13,699.26
GRIFFIN STRUCTURES INC	PRGM MGMT SVCS 10/24	GENERAL FUND	CAPITAL PROJECTS	10,100.00
			TOTAL:	10,100.00
HARRIS & ASSOCIATES INC	LAMPSON PROJECT 11/24	GENERAL FUND	NON-DEPARTMENTAL	3,250.00
			TOTAL:	3,250.00
HI-WAY SAFETY, INC.	SPEED LIMIT SIGNS	GENERAL FUND	STREET MAINTENANCE	868.68
	RED CURB PAINTING SUPPLIES	GENERAL FUND	STREET MAINTENANCE	1,847.42
	PW STREET SUPPLIES	GENERAL FUND	STREET MAINTENANCE	2,119.39
			TOTAL:	4,835.49
HINDERLITER, DE LLAMAS & ASSOCIATES	SALES TAX SVCS Q2 FY24/25	GENERAL FUND	FINANCE	904.53

WARRANTS 12/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	904.53
HIRSCH & ASSOCIATES, INC.	CIP 24/25-08 PB#1 SOROPIM	GENERAL FUND	CAPITAL PROJECTS	10,556.00
	CIP 24/25-08 PB#2 SOROPIM	GENERAL FUND	CAPITAL PROJECTS	5,196.00
			TOTAL:	15,752.00
HEMOCOURT EDGE BASKETBALL LLC	HCE 11/07/24	GENERAL FUND	SPECIAL CLASSES	32.00
	HCE 11/13/24	GENERAL FUND	SPECIAL CLASSES	32.00
	HAC 11/19/24	GENERAL FUND	SPECIAL CLASSES	160.00
	HCE SHOOTING STARS 11/24-12/24	GENERAL FUND	SPECIAL CLASSES	500.00
	BALL HANDLE 11/05-12/10/24	GENERAL FUND	SPECIAL CLASSES	120.00
			TOTAL:	844.00
IEEE	WAREHOUSE LEASE 01/25	GENERAL FUND	NON-DEPARTMENTAL	6,502.68
	WAREHOUSE LEASE 01/25	GENERAL FUND	NON-DEPARTMENTAL	5,497.32
			TOTAL:	12,000.00
INTERCARE HOLDING INSURANCE SERVICES	ADMIN CLAIM FEES 12/24	SELF INSURANCE TRU	INSURANCE	1,211.50
			TOTAL:	1,211.50
JIFFY LUBE	PC-2 VEHICLE SVCS	GARAGE FUND	GARAGE	112.59
			TOTAL:	112.59
JOINT FORCES TRAINING BASE	JFTB POOL RENTAL 11/24	GENERAL FUND	AQUATICS	5,000.00
			TOTAL:	5,000.00
KIDZ TALENT ACADEMY	KIDDIE GYMNASTICS 11/24-12/24	GENERAL FUND	SPECIAL CLASSES	393.90
	GYMNASTICS 11/24-12/24	GENERAL FUND	SPECIAL CLASSES	196.95
			TOTAL:	590.85
KYA SERVICES LLC	RETENTION CIP23/24-06 RPT	GENERAL FUND CC	NON-DEPARTMENTAL	3,192.23-
	SINGLE DOOR INSTALLATION	GENERAL FUND	BUILDING MAINTENANCE	9,750.00
	CIP 23/24-06 ROOF REPAIR	FACILITY CAPITAL E	CAPITAL PROJECTS	63,844.63
			TOTAL:	70,402.40
LA HERRADURA MOBIL DETAIL	PD CAR WASHES 11/04/24	GARAGE FUND	GARAGE	780.00
	PD CAR WASHES 11/18/24	GARAGE FUND	GARAGE	695.00
	PD CAR WASHES 11/25/24	GARAGE FUND	GARAGE	135.00
	PW CAR WASHES 11/25/24	GARAGE FUND	GARAGE	180.00
	REC CAR WASHES 11/25/24	GARAGE FUND	GARAGE	45.00
	PD CAR WASHES 12/02/24	GARAGE FUND	GARAGE	645.00
	PW CAR WASHES 12/02/24	GARAGE FUND	GARAGE	135.00
	PD CAR WASHES 09/12/24	GARAGE FUND	GARAGE	585.00
	PW CAR WASHES 09/12/24	GARAGE FUND	GARAGE	360.00
			TOTAL:	3,560.00
LIEBERT CASSIDY WHITMORE	GENERAL SVCS 09/24	GENERAL FUND	CITY ATTORNEY	88.00
	GENERAL SVCS 10/24	GENERAL FUND	CITY ATTORNEY	880.00
			TOTAL:	968.00
LOS ALAMITOS COMMERCE PARK OWNERS	REVIVE GRANT REIMBURSEMENT	GENERAL FUND	ECONOMIC DEVELOPMENT	5,350.00
			TOTAL:	5,350.00
LOS ALAMITOS LOCK SERVICE	DUPLICATE KEYS (5)	GENERAL FUND	PARK MAINTENANCE	40.97
	PD WAREHOUSE KEY	GENERAL FUND	BUILDING MAINTENANCE	152.31
	PW SUPERVISOR KEYS (2)	GENERAL FUND	BUILDING MAINTENANCE	43.70

WARRANTS 12/2024

VENDOR NAME		DESCRIPTION	FUND	DEPARTMENT	AMOUNT
		CC 2 DOORKNOB REPLACEMENT	GENERAL FUND	BUILDING MAINTENANCE	231.09
				TOTAL:	468.07
LOS ALTOS TROPHY		LOE NAME BADGE	GENERAL FUND	ADMINISTRATION	15.22
		LOE NAME PLATE 3X12	GENERAL FUND	ADMINISTRATION	24.82
		LOE NAME PLATE 2X10	GENERAL FUND	ADMINISTRATION	122.02
		NEFULDA MAYOR PLAQUE	GENERAL FUND	ADMINISTRATION	46.88
		FINANGE MGR NAME PLATE	GENERAL FUND	FINANCE	32.56
				TOTAL:	241.50
LOWE'S		RED CURB PAINTING	GENERAL FUND	STREET MAINTENANCE	12.47
		SUPPLIES FOR COMM CTR	GENERAL FUND	BUILDING MAINTENANCE	450.82
				TOTAL:	463.29
MARY ANN REMNET		BOOMER TO ZOOMER 10/24-12/24	GENERAL FUND	SPECIAL CLASSES	36.40
				TOTAL:	36.40
MCKENZIE RICKS		SUGAR COOKIE DECORATING 12/24	GENERAL FUND	SPECIAL CLASSES	748.80
				TOTAL:	748.80
MISC. VENDOR	VICTORIA BRAUN	VICTORIA BRAUN:REFUND	GENERAL FUND	SPECIAL CLASSES	74.00
	RENE CARMODY	RENE CARMODY:AFLAC REFUND	POOL CLEARING FUND	NON-DEPARTMENTAL	66.60
				TOTAL:	140.60
MV CHENG ASSOCIATES, INC.		FINANCE CONSULTANT 11/24	GENERAL FUND	FINANCE	4,607.50
				TOTAL:	4,607.50
NEWPORT EXTERMINATING		CH GENERAL PEST CTRL 09/24/24	GENERAL FUND	STREET MAINTENANCE	175.00
		BEE REMOVAL SVCS 09/16/24	GENERAL FUND	STREET MAINTENANCE	175.00
		CH GENERAL PEST CTRL 08/27/24	GENERAL FUND	PARK MAINTENANCE	175.00
		CH GENERAL PEST CTRL 07/23/24	GENERAL FUND	BUILDING MAINTENANCE	175.00
		CH RODENT CTRL 07/23/24	GENERAL FUND	BUILDING MAINTENANCE	60.00
		CH RODENT CTRL 08/27/24	GENERAL FUND	BUILDING MAINTENANCE	60.00
		CH PEST/RODENT CTRL 10/27/24	GENERAL FUND	BUILDING MAINTENANCE	270.00
		CC-2 PEST CTRL SVCS 10/22/24	GENERAL FUND	BUILDING MAINTENANCE	75.00
		CH PEST/RODENT CTRL 11/27/24	GENERAL FUND	BUILDING MAINTENANCE	270.00
		CC 2 PEST CTRL 11/27/24	GENERAL FUND	BUILDING MAINTENANCE	75.00
				TOTAL:	1,510.00
NOBEL SYSTEMS, INC.		GIS CLOUD SOFTWARE 24/25	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	5,000.00
				TOTAL:	5,000.00
NORM'S AUTO COLLISION CENTER, INC.		PD 48-8 VEHICLE PARTS 11/24	GARAGE FUND	GARAGE	1,953.50
		CHIEF'S VEHICLE SVCS 11/24	GARAGE FUND	GARAGE	307.50
				TOTAL:	2,261.00
NORM'S AUTOMOTIVE CENTER, INC.		PD-6 VEHICLE SVCS 05/24	GARAGE FUND	GARAGE	150.84
		PD-23 VEHICLE SVCS 09/24	GARAGE FUND	GARAGE	54.95
		PD-13 VEHICLE SVCS 10/24	GARAGE FUND	GARAGE	54.95
		PD 48-2 VEHICLE SVCS 12/24	GARAGE FUND	GARAGE	76.66
		PD 48-3 VEHICLE SVCS 12/24	GARAGE FUND	GARAGE	478.17
		PD-26 VEHICLE SVCS 12/24	GARAGE FUND	GARAGE	59.95
				TOTAL:	875.52
NORTH STAR LAND CARE		LANDSCAPE MAINT 10/24	GENERAL FUND	STREET MAINTENANCE	9,505.66
		LANDSCAPE MAINT 11/24	GENERAL FUND	STREET MAINTENANCE	9,505.66

WARRANTS 12/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	19,011.32
ONE SPORTS ACADEMY LLC	BASKETBALL TRAINING	GENERAL FUND	SPORTS	125.00
			TOTAL:	125.00
OUTDOOR SHADE CONCEPTS	PD VEHICLE CANOPY #2	GENERAL FUND	CAPITAL PROJECTS	28,572.00
			TOTAL:	28,572.00
PENINSULA SEPTIC SERVICE, INC.	PUMP SEPTIC TANK 11/15/24	GENERAL FUND	PARK MAINTENANCE	600.00
			TOTAL:	600.00
POWERTRIP RENTALS, LLC	NITES ON PINE LIGHTS RENTAL	GENERAL FUND	ECONOMIC DEVELOPMENT	1,078.62
			TOTAL:	1,078.62
PRINTMASTERS	BUDGET BOOKS (30) FY 24/25	GENERAL FUND	FINANCE	802.99
	CALENDAR 2025 SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	109.25
	REVIVE GRANT REIMBURSEMENT	GENERAL FUND	ECONOMIC DEVELOPMENT	2,695.00
			TOTAL:	3,607.24
PROSHRED SECURITY	SHRED DAY 10/14/24	GENERAL FUND	ADMINISTRATION	1,100.00
			TOTAL:	1,100.00
PTS COMMUNICATIONS	PAYPHONE SVCS 12/24	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	43.00
			TOTAL:	43.00
PUBLIC AGENCY RETIREMENT SERVICES AND	PAYMENT 12 PARS TRUST	GENERAL FUND	NON-DEPARTMENTAL	50,000.00
			TOTAL:	50,000.00
QUADIENT FINANCE USA, INC	POSTAGE REFILL	GENERAL FUND	NON-DEPARTMENTAL	1,250.00
			TOTAL:	1,250.00
QUADIENT LEASING USA, INC	POSTAGE LEASE 12/24-03/25	GENERAL FUND	NON-DEPARTMENTAL	706.62
			TOTAL:	706.62
SAFEGUARD BUSINESS SYSTEMS INC.	DEPOSIT SLIP SUPPLIES	GENERAL FUND	FINANCE	165.32
	TAX SUPPLIES 2024	GENERAL FUND	FINANCE	200.20
			TOTAL:	365.52
SCA OF CA LLC	STREET SWEEPING 11/24	GENERAL FUND	STREET MAINTENANCE	9,463.99
			TOTAL:	9,463.99
SCORE SPORTS	ADULT SOCCER FIELD PAINT	GENERAL FUND	SPORTS	1,637.12
			TOTAL:	1,637.12
SDI PRESENCE LLC	IT SUPPORT SVCS 11/24	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	8,245.25
	SENTINEL ONE LICENSE 11/24	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	540.02
	CLOUD LICENSE 11/24	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	1,599.75
	IT SECURITY SPECIALIST 11/24	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	6,352.50
			TOTAL:	16,737.52
SIR SPEEDY PRINTING, SIGNS, MARKETING	WW SIGNAGE	GENERAL FUND	NON-DEPARTMENTAL	2,259.14
	NEWSLETTER & MAILING SVCS	GENERAL FUND	ECONOMIC DEVELOPMENT	1,198.93
	HOLIDAY CONTEST SIGNAGE	GENERAL FUND	SPECIAL EVENTS	21.69
			TOTAL:	3,479.76
SITEONE LANDSCAPE SUPPLY	IRRIGATION SUPPLIES CC	GENERAL FUND	PARK MAINTENANCE	17.29

WARRANTS 12/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	LOS AL BLVD HOLIDAY TREE	GENERAL FUND	PARK MAINTENANCE	44.91
			TOTAL:	62.20
SO CAL INDUSTRIES	DOG PARK FENCE RENTAL	GENERAL FUND	SPECIAL EVENTS	2,865.46
			TOTAL:	2,865.46
SOCA ARTS	PRINCESS BALLET 10/24-12/24	GENERAL FUND	SPECIAL CLASSES	796.90
	ALL-IN-ONE 10/24-12/12/24	GENERAL FUND	SPECIAL CLASSES	391.95
			TOTAL:	1,188.85
SOUTHERN CALIFORNIA EDISON	SOCAL EDISON 10/25-11/24/24	GENERAL FUND	STREET MAINTENANCE	397.47
	SOCAL EDISON 10/08-11/05/24	GENERAL FUND	STREET MAINTENANCE	18,278.38
	SOCAL EDISON 10/25-11/24/24	GENERAL FUND	PARK MAINTENANCE	58.44
	SOCAL EDISON 10/08-11/05/24	GENERAL FUND	PARK MAINTENANCE	368.98
	SOCAL EDISON 10/08-11/05/24	GENERAL FUND	PARK MAINTENANCE	577.88
	SOCAL EDISON 10/08-11/05/24	GENERAL FUND	BUILDING MAINTENANCE	46.57
	SOCAL EDISON 10/08-11/05/24	GENERAL FUND	BUILDING MAINTENANCE	4,911.87
	SOCAL EDISON 10/08-11/05/24	GENERAL FUND	BUILDING MAINTENANCE	3,230.85
			TOTAL:	27,870.44
SOUTHERN CALIFORNIA GAS	SOCAL GAS 10/21-11/20/24	GENERAL FUND	BUILDING MAINTENANCE	329.97
	SOCAL GAS 10/21-11/20/24	GENERAL FUND	BUILDING MAINTENANCE	16.45
	SOCAL GAS 10/21-11/20/24	GENERAL FUND	BUILDING MAINTENANCE	228.24
			TOTAL:	574.66
SPARKLETT'S DRINKING WATER	DRINKING WATER 10/24	GENERAL FUND	BUILDING MAINTENANCE	675.92
	DRINKING WATER 11/24	GENERAL FUND	BUILDING MAINTENANCE	391.28
			TOTAL:	1,067.20
ST. ISIDORE HISTORICAL PLAZA	REVIVE GRANT REIMBURSEMENT	GENERAL FUND	ECONOMIC DEVELOPMENT	11,700.00
			TOTAL:	11,700.00
ST. NICK'S	QTRLY BANNER INSTALLATION	GENERAL FUND	ECONOMIC DEVELOPMENT	14,256.00
			TOTAL:	14,256.00

WARRANTS 12/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
STATEWIDE TRAFFIC SAFETY & SIGNS, INC.	RED CURB PAINT SUPPLIES	GENERAL FUND	STREET MAINTENANCE	1,748.00
	RED CURB PAINT SUPPLIES	GENERAL FUND	STREET MAINTENANCE	242.00
			TOTAL:	1,990.00
STUDIO CREDIT LLC	STAFF UNIFORMS (11)	GENERAL FUND	SPORTS	497.81
	STAFF UNIFORMS (80)	GENERAL FUND	SPORTS	905.10
			TOTAL:	1,402.91
SUBZERO MECHANICAL	PD EVIDENCE RM FAN	GENERAL FUND	CAPITAL PROJECTS	941.87
			TOTAL:	941.87
SUNSET MECHANICAL INC	HVAC SERVICE	GENERAL FUND	BUILDING MAINTENANCE	8,830.00
			TOTAL:	8,830.00
TEAMALERT	PD PANIC BUTTONS	GENERAL FUND	COMMUNITY DEVEL ADMIN	900.35
			TOTAL:	900.35
THE WALKING MAN INC	DOORHANGERS 2024	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,675.00
			TOTAL:	1,675.00
THOMSON REUTERS - WEST	ONLINE SOFTWARE 11/24	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	375.42
			TOTAL:	375.42
TOWNSEND PUBLIC AFFAIRS, INC.	CONSULT SVCS 10/24	GENERAL FUND	ADMINISTRATION	4,000.00
	CONSULT SVCS 11/24	GENERAL FUND	ADMINISTRATION	4,000.00
			TOTAL:	8,000.00
TRACY MILLER CONSULTING, INC.	CONSULT SVCS 12/24	GENERAL FUND	ADMINISTRATION	5,500.00
			TOTAL:	5,500.00
TRIPEPI, SMITH & ASSOCIATES, INC	VIDEO PRODUCTION 11/24	GENERAL FUND	NON-DEPARTMENTAL	536.25
			TOTAL:	536.25
U.S. BANK	PALS OF LOS AL EVENT	GENERAL FUND	NON-DEPARTMENTAL	344.00
	REC SUPPLIES FOR WW	GENERAL FUND	NON-DEPARTMENTAL	172.69
	REC SUPPLIES FOR WW	GENERAL FUND	NON-DEPARTMENTAL	359.33
	REC SUPPLIES FOR WW	GENERAL FUND	NON-DEPARTMENTAL	128.90
	REC SUPPLIES FOR WW	GENERAL FUND	NON-DEPARTMENTAL	171.89
	DINE & DOUGH SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	29.48
	DINE & DOUGH SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	53.95
	ADAPTIVE REC SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	75.00
	WW SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	30.48
	DINE & DOUGH SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	11.08
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	18.96

WARRANTS 12/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	93.20
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	12.99
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	61.01
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	209.85
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	23.94
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	71.22
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	5.49
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	35.92
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	160.52
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	55.72
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	9.29
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	3.49
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	140.94
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	32.97
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	109.90
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	14.98
	DINE & DOUGH SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	21.84
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	322.83
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	65.54
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	18.99
	WW SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	69.60
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	28.82
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	27.29
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	14.19
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	10.91
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	15.98
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	224.95
	LOE COUNCIL MEMBERS ACADEMY	GENERAL FUND	CITY COUNCIL	675.00
	LCW 2025 CONFERENCE	GENERAL FUND	ADMINISTRATION	645.00
	LCW 2025 CONFERENCE	GENERAL FUND	ADMINISTRATION	359.63
	CALPERS FORUM 2024	GENERAL FUND	ADMINISTRATION	45.53
	CALPERS FORUM 2024	GENERAL FUND	ADMINISTRATION	323.44
	ADOBE SUBSCRIPTION	GENERAL FUND	ADMINISTRATION	61.98
	PARMA CONFERENCE 2025	GENERAL FUND	ADMINISTRATION	399.00
	PARMA CONFERENCE 2025	GENERAL FUND	ADMINISTRATION	20.74
	OC REGISTER SUB	GENERAL FUND	ADMINISTRATION	26.00
	OC COURT PARKING	GENERAL FUND	ADMINISTRATION	11.25
	OC COURT PARKING	GENERAL FUND	ADMINISTRATION	3.75
	GRANFLOR CMC TRAINING	GENERAL FUND	ADMINISTRATION	15.40
	GRANFLOR CMC TRAINING	GENERAL FUND	ADMINISTRATION	25.42
	GRANFLOR CMC TRAINING	GENERAL FUND	ADMINISTRATION	15.10
	GRANFLOR CMC TRAINING	GENERAL FUND	ADMINISTRATION	15.09
	GRANFLOR CMC TRAINING	GENERAL FUND	ADMINISTRATION	617.85
	GRANFLOR CMC TRAINING	GENERAL FUND	ADMINISTRATION	500.00
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	27.30
	COUNCIL OC REGISTER	GENERAL FUND	ADMINISTRATION	14.00
	QUINTANAR NOTARY TRAINING	GENERAL FUND	ADMINISTRATION	606.59
	QUINTANAR NEW LAW WEBINAR	GENERAL FUND	ADMINISTRATION	25.00
	QUINTANAR SUBSCRIPTION	GENERAL FUND	ADMINISTRATION	37.99
	ENCISO CALPERS TRAINING	GENERAL FUND	ADMINISTRATION	34.82
	ENCISO CALPERS TRAINING	GENERAL FUND	ADMINISTRATION	283.44
	LOS AL TV SUPPLIES	GENERAL FUND	ADMINISTRATION	219.55
	CM CONFERENCE 2025	GENERAL FUND	ADMINISTRATION	775.00
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	9.94
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	17.45
	TRACY MILLER TRAINING BFAS	GENERAL FUND	ADMINISTRATION	94.75

WARRANTS 12/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	TRACY MILLER TRAINING BFAS	GENERAL FUND	ADMINISTRATION	16.23
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	38.21
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	35.02
	WILSON C REPORT TRAINING	GENERAL FUND	ADMINISTRATION	100.00
	REFUND OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	22.28-
	LABOR LAW POSTERS	GENERAL FUND	ADMINISTRATION	189.78
	COUNCIL MTG DINNER 11/18/24	GENERAL FUND	ADMINISTRATION	127.22
	COUNCIL MTG DRINKS 11/18/24	GENERAL FUND	ADMINISTRATION	23.14
	OFFICE SUPPLIES	GENERAL FUND	FINANCE	64.06
	FINANCE DEPOSIT SAFE	GENERAL FUND	FINANCE	648.95
	TRAINING	GENERAL FUND	FINANCE	150.00
	CC SUBSCRIPTION	GENERAL FUND	FINANCE	10.00
	OFFICE SUPPLIES	GENERAL FUND	FINANCE	83.75
	SUBSCRIPTION	GENERAL FUND	FINANCE	4.00
	APPLE ICLOUD SUBSCRIPTION	GENERAL FUND	FINANCE	0.99
	OFFICE SUPPLIES	GENERAL FUND	FINANCE	16.36
	OFFICE SUPPLIES	GENERAL FUND	FINANCE	14.19
	OFFICE SUPPLIES	GENERAL FUND	FINANCE	32.76
	PRINTER SUPPLIES	GENERAL FUND	FINANCE	166.22
	OFFICE SUPPLIES	GENERAL FUND	FINANCE	58.39
	WEBSITE SUBSCRIPTION	GENERAL FUND	FINANCE	299.99
	OFFICE SUPPLIES	GENERAL FUND	FINANCE	55.71
	OFFICE SUPPLIES	GENERAL FUND	FINANCE	12.67
	STAFF WELCOME LUNCH	GENERAL FUND	FINANCE	200.19
	CITY PHONE LINES	GENERAL FUND	NON-DEPARTMENTAL	1,520.48
	CITY WIDE COPY PAPER	GENERAL FUND	NON-DEPARTMENTAL	1,445.15
	EMERGENCY PREPARENESS SUPP	GENERAL FUND	NON-DEPARTMENTAL	44.64
	EMERGENCY PREPARENESS SUPP	GENERAL FUND	NON-DEPARTMENTAL	17.46
	CHILD RIDE ALONG SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	10.27
	PD SUPPLIES COUNCIL MTG	GENERAL FUND	POLICE ADMINISTRATION	12.13
	GALLAUGHER TRAVEL & TRAINI	GENERAL FUND	POLICE ADMINISTRATION	749.55
	SOUTH TRAVEL & TRAINING	GENERAL FUND	POLICE ADMINISTRATION	749.55
	PD SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	41.95
	PD SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	190.34
	PD SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	4.99
	ONSTAR VEHICLE SUBSCRIPTIO	GENERAL FUND	POLICE ADMINISTRATION	15.00
	ONSTAR VEHICLE SUBSCRIPTIO	GENERAL FUND	POLICE ADMINISTRATION	9.99
	PELTON SUBSCRIPTION	GENERAL FUND	POLICE ADMINISTRATION	44.00
	PD KITCHEN SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	12.58
	PD KITCHEN SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	7.56
	REFUND PD OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	196.20-
	PD OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	20.63
	PD BADGE SHIPPING CHARGE	GENERAL FUND	POLICE ADMINISTRATION	8.12
	PD OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	16.28
	PD KITCHEN SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	579.16
	PD KITCHEN SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	22.98
	PD ONLINE TRAINING ANNUAL	GENERAL FUND	POLICE ADMINISTRATION	737.35
	PD CITY COUNCIL MTG SUPPLI	GENERAL FUND	POLICE ADMINISTRATION	62.24
	FIREARM SUPPLIES	GENERAL FUND	PATROL	1,560.00
	PSP TRIANING	GENERAL FUND	PATROL	40.00
	MALTESTA SLI TRAVEL	GENERAL FUND	PATROL	574.61
	OLVERA TRAVEL DRE COURSE	GENERAL FUND	PATROL	154.08
	PD OFFICE SUPPLIES	GENERAL FUND	PATROL	33.19
	PD OFFICE SUPPLIES	GENERAL FUND	PATROL	25.12
	PD OFFICE SUPPLIES	GENERAL FUND	PATROL	538.95
	PD OFFICE SUPPLIES	GENERAL FUND	PATROL	26.56

WARRANTS 12/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	PD OFFICE SUPPLIES	GENERAL FUND	PATROL	74.85
	PD OFFICE SUPPLIES	GENERAL FUND	PATROL	27.32
	PD OFFICE SUPPLIES	GENERAL FUND	PATROL	66.92
	PD OFFICE SUPPLIES	GENERAL FUND	PATROL	801.55
	2025 PC & VC BOOKS PD	GENERAL FUND	PATROL	470.73
	SWAT SUPPLIES	GENERAL FUND	PATROL	243.75
	NAVARRO UNIFORM	GENERAL FUND	PATROL	98.47
	PD OFFICE SUPPLIES	GENERAL FUND	RECORDS	59.76
	PD OFFICE SUPPLIES	GENERAL FUND	RECORDS	25.55
	PD OFFICE SUPPLIES	GENERAL FUND	RECORDS	111.36
	PD KITCHEN SUPPLIES	GENERAL FUND	RECORDS	40.84
	PD OFFICE SUPPLIES	GENERAL FUND	RECORDS	57.66
	PD OFFICE SUPPLIES	GENERAL FUND	RECORDS	88.15
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	30.00
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	29.49
	REFUND TRUNK OR TREAT SUPP	GENERAL FUND	COMMUNITY OUTREACH	29.49-
	COMMUNITY OUTREACH SUPPLIE	GENERAL FUND	COMMUNITY OUTREACH	86.45
	PD SUPPLIES FOR WW	GENERAL FUND	COMMUNITY OUTREACH	25.98
	PD SUPPLIES FOR WW	GENERAL FUND	COMMUNITY OUTREACH	98.22
	K-9 SUPPLIES	GENERAL FUND	K-9 Unit	48.49
	K-9 FOOD	GENERAL FUND	K-9 Unit	102.07
	VETERNARIAN K-9	GENERAL FUND	K-9 Unit	362.13
	K-9 SUPPLIES	GENERAL FUND	K-9 Unit	52.91
	K-9 FOOD	GENERAL FUND	K-9 Unit	102.07
	SIGNS SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	25.46
	BEVERAGE TRAILER SHIPPIN	GENERAL FUND	COMMUNITY DEVEL ADMIN	17.54
	TRAILER SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	38.73
	REFUND TRAILER SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	196.65-
	ROSSMOOR LIVING AD	GENERAL FUND	COMMUNITY DEVEL ADMIN	825.00
	TRAILER SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	94.78
	STORAGE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	546.08
	DEPARTMENT STICKERS	GENERAL FUND	COMMUNITY DEVEL ADMIN	232.16
	MONTHLY SUBSCRIPTION	GENERAL FUND	COMMUNITY DEVEL ADMIN	72.99
	REFUND STORAGE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	790.93-
	STORAGE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	795.29
	DS MONTHLY SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	714.52
	OC COURT PKG	GENERAL FUND	COMMUNITY DEVEL ADMIN	3.75
	OC COURT PKG	GENERAL FUND	COMMUNITY DEVEL ADMIN	7.50
	PDOAC HOLIDAY LUNCHEON	GENERAL FUND	COMMUNITY DEVEL ADMIN	220.00
	DS SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	5.45
	DS OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	163.11
	DS OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	40.83
	DS OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	23.98
	DS OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	11.99
	DS OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	36.95
	NODA R CONFERENCE 2025	GENERAL FUND	COMMUNITY DEVEL ADMIN	625.00
	PW SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	69.16
	PW SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	32.31
	PHONE STORAGE	GENERAL FUND	PLANNING	9.99
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	NEIGHBORHOOD PRESERVAT	8.81
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	NEIGHBORHOOD PRESERVAT	64.63
	MARQUEZ CACEO MEMBERSHIP	GENERAL FUND	NEIGHBORHOOD PRESERVAT	100.00
	DUATRE CACEO MEMBERSHIP	GENERAL FUND	NEIGHBORHOOD PRESERVAT	100.00
	GRINDER SUPPLIES	GENERAL FUND	STREET MAINTENANCE	197.52
	PW SUPPLIES	GENERAL FUND	STREET MAINTENANCE	19.50
	PW SUPPLIES	GENERAL FUND	STREET MAINTENANCE	25.48

WARRANTS 12/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	PW SUPPLIES	GENERAL FUND	STREET MAINTENANCE	12.32
	PW POST SIGNS	GENERAL FUND	STREET MAINTENANCE	467.50
	CPSI INSPECTION KIT	GENERAL FUND	PARK MAINTENANCE	362.76
	IRRIGATION SUPPLIES	GENERAL FUND	PARK MAINTENANCE	78.18
	GENERATOR SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	171.76
	GENERATOR SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	38.33
	LACTATION ROOM SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	283.91
	COUNCIL CHAMBER CLOCK	GENERAL FUND	BUILDING MAINTENANCE	76.47
	LACTATION ROOM FURNITURE	GENERAL FUND	BUILDING MAINTENANCE	509.08
	PD EVIDENCE RM POD RENTAL	GENERAL FUND	BUILDING MAINTENANCE	336.67
	PANIC BUTTON INSTALLATION	GENERAL FUND	BUILDING MAINTENANCE	536.25
	CC SIGNAGE	GENERAL FUND	BUILDING MAINTENANCE	47.52
	CC SIGNAGE	GENERAL FUND	BUILDING MAINTENANCE	191.19
	CC SIGNAGE	GENERAL FUND	BUILDING MAINTENANCE	50.80
	EMERGENCY GENERATOR SUPPLI	GENERAL FUND	BUILDING MAINTENANCE	100.93
	PW SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	88.48
	PW SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	43.69
	PW SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	75.70
	CHAMBER BREAKFAST	GENERAL FUND	ECONOMIC DEVELOPMENT	180.00
	REFUND CHAMBER BREAKFAST	GENERAL FUND	ECONOMIC DEVELOPMENT	120.00-
	WINDOW SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	33.20
	REVIVE PRGM SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	65.22
	WINDOW SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	31.93
	LEGACY BUS SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	39.62
	EVENT SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	28.02
	REFUND EVENT SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	28.02-
	OCBC AWARD NOMINATION	GENERAL FUND	ECONOMIC DEVELOPMENT	125.00
	PINE STREATS SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	65.54
	LEGACY PRGM SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	81.94
	NITES ON PINE EVENTBRITE	GENERAL FUND	ECONOMIC DEVELOPMENT	15.00
	BEVERAGE TRUCK	GENERAL FUND	ECONOMIC DEVELOPMENT	795.92
	BEVERAGE TRUCK	GENERAL FUND	ECONOMIC DEVELOPMENT	1,165.20
	CPRS TRAINING	GENERAL FUND	RECREATION ADMINISTRAT	225.00
	CPRS TRAINING	GENERAL FUND	RECREATION ADMINISTRAT	225.00
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	32.96
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	48.18
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	16.93
	CPR & FIRST AID TRAINING	GENERAL FUND	RECREATION ADMINISTRAT	37.00
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	12.22
	DIRECT TV SUBSCRIPTION	GENERAL FUND	RECREATION ADMINISTRAT	65.99
	SPOTIFY SUBSCRIPTION	GENERAL FUND	RECREATION ADMINISTRAT	19.99
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	32.63
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	93.70
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	19.45
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	19.21
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	14.46
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	43.69
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	168.97
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	34.50
	TIN V RED CROSS CERT	GENERAL FUND	RECREATION ADMINISTRAT	37.00
	ANNUAL FEE ASSOC OF DEFENS	GENERAL FUND	RECREATION ADMINISTRAT	450.00
	ANNUAL FEE LOVE OUR CITIES	GENERAL FUND	RECREATION ADMINISTRAT	1,000.00
	APPLE ICLOUD STORAGE	GENERAL FUND	RECREATION ADMINISTRAT	9.99
	OCPPA TRAVEL & TRAINING	GENERAL FUND	RECREATION ADMINISTRAT	100.00
	CAL CITIES TRAVEL & TRAINI	GENERAL FUND	RECREATION ADMINISTRAT	25.00
	HOMEBAASE ANNUAL FEE	GENERAL FUND	RECREATION ADMINISTRAT	576.00

WARRANTS 12/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	CAL CITIES TRAVEL & TRAINI	GENERAL FUND	RECREATION ADMINISTRAT	30.00
	CONSTANT CONTACTS SUB	GENERAL FUND	RECREATION ADMINISTRAT	369.55
	AQUATICS SUPPLIES	GENERAL FUND	AQUATICS	382.38
	AQUATICS SUPPLIES	GENERAL FUND	AQUATICS	387.84
	FACILITY SUPPLIES	GENERAL FUND	COMMUNITY SERVICES	75.35
	FACILITY SUPPLIES	GENERAL FUND	COMMUNITY SERVICES	14.19
	FACILITY SUPPLIES	GENERAL FUND	COMMUNITY SERVICES	692.26
	FACILITY SUPPLIES	GENERAL FUND	COMMUNITY SERVICES	398.75
	FACILITY SUPPLIES	GENERAL FUND	COMMUNITY SERVICES	436.04
	FACILITY SUPPLIES	GENERAL FUND	COMMUNITY SERVICES	13.66
	FACILITY SUPPLIES	GENERAL FUND	COMMUNITY SERVICES	34.35
	FACILITY SUPPLIES	GENERAL FUND	COMMUNITY SERVICES	22.92
	FACILITY SUPPLIES	GENERAL FUND	COMMUNITY SERVICES	84.60
	FACILITY SUPPLIES	GENERAL FUND	COMMUNITY SERVICES	228.89
	FACILITY SUPPLIES	GENERAL FUND	COMMUNITY SERVICES	30.09
	FALL DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	86.34
	MOBILE REC SUPPLIES	GENERAL FUND	PLAYGROUNDS	106.99
	MOBILE REC SUPPLIES	GENERAL FUND	PLAYGROUNDS	266.40
	VOLLEYBALL SUPPLIES	GENERAL FUND	SPORTS	341.13
	VOLLEYBALL SUPPLIES	GENERAL FUND	SPORTS	52.38
	VOLLEYBALL SUPPLIES	GENERAL FUND	SPORTS	62.80
	VOLLEYBALL SUPPLIES	GENERAL FUND	SPORTS	34.04
	VOLLEYBALL SUPPLIES	GENERAL FUND	SPORTS	307.92
	SHELF ANCHORS	GENERAL FUND	SPORTS	43.64
	DRONE REPAIR	GENERAL FUND	SPORTS	103.59
	FAA DRONE REGISTRATION	GENERAL FUND	SPORTS	5.00
	DRONE REPAIR SHIPPING SVCS	GENERAL FUND	SPORTS	15.25
	DRONE PARTS	GENERAL FUND	SPORTS	137.63
	PICKLEBALL PADDLE HOLDERS	GENERAL FUND	SPORTS	87.39
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	96.89
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	32.73
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	7.71
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	43.34
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	48.49
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	54.60
	CC1 MAT SERVICE	GENERAL FUND	SPECIAL CLASSES	111.79
	CC1 MAT SERVICE	GENERAL FUND	SPECIAL CLASSES	111.79
	WOMENS CONFERENCE SUPPLIES	GENERAL FUND	SPECIAL EVENTS	399.90
	EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	20.60
	TRUNK OR TREAT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	17.38
	HALLOWEEN DECOR CONTEST	GENERAL FUND	SPECIAL EVENTS	750.00
	HALLOWEEN DECOR CONTEST	GENERAL FUND	SPECIAL EVENTS	21.41
	HALLOWEEN DECOR CONTEST	GENERAL FUND	SPECIAL EVENTS	114.83
	REC EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	139.67
	ROTB SHIRTS DESIGN	GENERAL FUND	SPECIAL EVENTS	1,490.99
	ROTB SHIRTS	GENERAL FUND	SPECIAL EVENTS	1,494.49
	ROTB SHIRTS	GENERAL FUND	SPECIAL EVENTS	696.07
	SPECIAL EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	72.08
	SPECIAL EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	125.94
	SPECIAL EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	84.03
	SPECIAL EVENT SUPPLIES	GENERAL FUND	SPECIAL EVENTS	122.29
	MOTORCYCLE EQUIPMENT	GARAGE FUND	GARAGE	1,078.66
	PW SUPPLIES	GARAGE FUND	GARAGE	29.83
	CAMERA SUPPLIES	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	29.35
	MONTHLY SUB	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	78.30
			TOTAL:	49,167.07

WARRANTS 12/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ULINE, INC.	PW PPE SUPPLIES	GENERAL FUND	STREET MAINTENANCE	1,216.82
			TOTAL:	1,216.82
UNDERGROUND SERVICE ALERT OF SO CAL	PW DATABASE SUBSCRIPTION 1	GENERAL FUND	STREET MAINTENANCE	43.30
			TOTAL:	43.30
UNITED HOME REMODELING INC.	PW SHED FENCE REMOVAL	GENERAL FUND	BUILDING MAINTENANCE	4,800.00
	PW SHED REPLACEMENT	GENERAL FUND	BUILDING MAINTENANCE	4,700.00
	GYM ELECTRICAL WORK	GENERAL FUND	BUILDING MAINTENANCE	4,800.00
			TOTAL:	14,300.00
UNITED STATES POSTMASTER	SPRING 2025 BROCHURE POSTAGE	GENERAL FUND	RECREATION ADMINISTRAT	2,241.47
			TOTAL:	2,241.47
VERITONE, INC	ANNUAL RIPA SUB 12/24-12/25 TECHNOLOGY REPLACE		ADMINISTRATIVE SERVICE	2,100.00
			TOTAL:	2,100.00
VESTIS GROUP INC	PW UNIFORMS 09/16/24	GENERAL FUND	STREET MAINTENANCE	68.12
	PW UNIFORMS 09/16/24	GENERAL FUND	STREET MAINTENANCE	301.60
	PW UNIFORMS 09/30/24	GENERAL FUND	STREET MAINTENANCE	156.55
	PW UNIFORMS 11/18/24	GENERAL FUND	STREET MAINTENANCE	117.98
	PW UNIFORMS 11/15/24	GENERAL FUND	STREET MAINTENANCE	117.87
	PW UNIFORMS 12/02/24	GENERAL FUND	STREET MAINTENANCE	131.64
	PW UNIFORMS 11/15/24	GENERAL FUND	STREET MAINTENANCE	114.22
			TOTAL:	1,007.98
VOYAGER FLEET SYSTEMS, INC.	FLEET FUEL 11/24	GARAGE FUND	GARAGE	11,775.87
	FLEET FUEL TAX CREDIT 11/24	GARAGE FUND	GARAGE	463.03-
			TOTAL:	11,312.84
WEST COAST ARBORISTS, INC.	TREE TRIM SVCS 11/15/24	GENERAL FUND	PARK MAINTENANCE	1,395.00
	EMERGENCY TREE RESPONSE 11/24	GENERAL FUND	PARK MAINTENANCE	1,170.00
	GRID PRUNING 09/01-15/24	MEASURE M	CAPITAL PROJECTS	12,584.00
			TOTAL:	15,149.00
WESTERN STATE BUILDERS, INC	CIP 23/24-04 STERNS RETENTION	GENERAL FUND	NON-DEPARTMENTAL	18,058.21-
	CIP 23/24-04 STERNS PYMT4	GENERAL FUND	CAPITAL PROJECTS	361,164.20
			TOTAL:	343,105.99
WILLDAN ENGINEERING	PW CONTRACT MGR 09/24	GENERAL FUND	CITY ENGINEER	21,450.00
	PW CONTRACT SUPERVISOR 09/24	GENERAL FUND	CITY ENGINEER	24,150.00
	CITY ENGINEER 09/24	GENERAL FUND	CITY ENGINEER	9,809.00
	PLAN CHECK 09/24	GENERAL FUND	CITY ENGINEER	12,627.00
	CITYWIDE SIGN INVENTORY 09/24	GENERAL FUND	CITY ENGINEER	44,115.25
	TRAFFIC ENGINEER 09/24	GENERAL FUND	CITY ENGINEER	6,572.50
	PLAN CHECK 09/24	GENERAL FUND	CITY ENGINEER	2,167.00
	SCAG GRANT APP CITY ENG 09/24	GENERAL FUND	CITY ENGINEER	6,473.50
	WILLDAN ENGINEERING	GENERAL FUND	CAPITAL PROJECTS	376.00
	MEAS Y ST IMPROVEMENT 09/24	GENERAL FUND	CAPITAL PROJECTS	187.00
	PINE STREET DESIGN 09/24	GENERAL FUND	CAPITAL PROJECTS	14,562.50
	MAPL CDBG ST PROJ 09/24	C.D.B.G	CAPITAL PROJECTS	7,781.75
	SB1 24/25 ST PROJ 09/24	GAS TAX	CAPITAL PROJECTS	2,266.25
	LABOR COMPLIANCE TREE TRIM	MEASURE M	CAPITAL PROJECTS	478.50
	SIGNING & STRIPING PROJ 09/24	MEASURE M	CAPITAL PROJECTS	3,864.00
	KATELLA AVE STREET 09/24	MEASURE M	CAPITAL PROJECTS	11,972.00
	COMM CTR ROOF PROJ 09/24	FACILITY CAPITAL E	CAPITAL PROJECTS	1,760.00

WARRANTS 12/2024

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	COMM CTR ROOF PROJ 09/24	FACILITY CAPITAL E	CAPITAL PROJECTS	16,481.00
			TOTAL:	187,093.25
WOODRUFF & SMART, APC	GENERAL ADVISORY 10/24	GENERAL FUND	CITY ATTORNEY	39,607.57
	LITIGATION SVCS 10/24	GENERAL FUND	CITY ATTORNEY	39.42
	PROSECUTOR SVCS 10/24	GENERAL FUND	CITY ATTORNEY	8,073.00
			TOTAL:	47,719.99
YING LIU	PORTRAIT WORKSHIP 09/21/24	GENERAL FUND	SPECIAL CLASSES	68.25
	PORTRAIT WORKSHOP 09/28/24	GENERAL FUND	SPECIAL CLASSES	48.75
	PORTRAIT WORKSHOP 10/05/24	GENERAL FUND	SPECIAL CLASSES	78.00
			TOTAL:	195.00
YUNEX LLC	INSTALL 8 STREET SIGNS	GENERAL FUND	STREET MAINTENANCE	10,395.00
			TOTAL:	10,395.00

===== FUND TOTALS =====		
10	GENERAL FUND	1,367,026.03
19	C.D.B.G	7,781.75
20	GAS TAX	2,266.25
26	MEASURE M	28,898.50
50	GARAGE FUND	42,245.50
52	FACILITY CAPITAL EXPENSES	82,085.63
53	TECHNOLOGY REPLACEMENT	27,486.65
54	SELF INSURANCE TRUST	2,073.97
99	POOL CLEARING FUND	297.36

	GRAND TOTAL:	1,562,495.32

Retirees Medical Reimbursement

Date: November 1, 2024

Number of Transactions: 15

Total Batch: \$10,506.79

Payroll 12/06/2024

-----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	40,635.23	22,070.56	0.00	5,511.08	13,053.59	4,673.77	7,275.10	28,686.36
10-512 Finance	19,358.38	12,864.00	0.00	858.00	5,636.38	1629.68	2460.99	15,267.71
10-521 Police Administration	36,028.94	22,055.50	0.00	4,676.68	9,296.76	5,848.78	8,733.69	21,446.47
10-522 Police- Patrol	99,418.29	56,883.85	17,482.98	18,113.20	6,938.26	15,884.21	15,096.76	68,437.32
10-523 Police- Investigation	17,240.38	7,165.20	1,341.97	4,045.12	4,688.09	2,141.45	3,444.40	11,654.53
10-524 Police- Records	10,501.34	5,205.20	0.00	1555.34	3,740.80	939.14	1,431.11	8,131.09
10-526 Police- Community Outreach	2,343.66	0.00	0.00	530.64	1,813.02	87.89	216.27	2,039.50
10-527 Police-Youth Programs	6,013.71	3,333.00	903.06	1055.45	722.20	946.78	912.50	4,154.43
10-528 Police- Traffic	9,159.53	3023.40	457.29	1007.80	4,671.04	830.70	1195.01	7,133.82
10-531 Development Services- Administration	39,332.08	20,828.10	0.00	5,091.23	13,412.75	3,967.38	7,843.88	27,520.82
10-532 Development Services- Planning	4,023.97	1,841.60	310.77	920.80	950.80	365.59	870.15	2,788.23
10-533 Development Services- Neighborhood Preservation	6,402.11	2,074.24	0.00	935.26	3,392.61	355.58	936.36	5,110.17
10-542 Development Services- Street Maintenance	25,752.43	14,086.40	498.96	3,799.15	7,367.92	3,094.52	3,054.80	19,603.11
10-544 Development Services- Facility Maintenance	3,203.24	1,955.84	0.00	733.44	513.96	400.37	222.46	2,580.41
10-545 Economic Development	6,671.37	3,671.80	67.61	1366.56	1565.40	477.83	582.18	5,611.36
10-551 Recreation Administration	53,764.30	22,297.15	0.00	15,742.66	15,724.49	5,571.85	9,393.28	38,799.17
10-556 Recreation- Sports	12,202.09	0.00	0.00	305.26	11,896.83	457.60	334.89	11,409.60
10-557 Special Classes								
TOTALS	\$392,974.25	\$200,279.04	\$21,062.64	\$66,247.67	\$105,384.90	\$47,712.58	\$64,017.23	\$281,244.44

REGULAR INPUT: 134

MANUAL INPUT: 0

CHECK STUB COUNT: 0

DIRECT DEPOSIT STUB COUNT: 134

BENEFITS & WITHHOLDINGS										
				Employee	Employer					
			Fed Taxes	Employee/	Employer (MediCa	\$52,609.37	\$47,043.89		\$5,565.48	
			State Taxes	Employee		\$16,973.34				
			ICMA	Employee		\$3,734.77				
			PD Association	Employee		\$1,442.77				
			LosAl Employees Assoc	Employee		\$380.00				
			Nationwide - Full Tim	Employee		\$1,690.00				
			Nationwide - PT	Employee/	Employer	\$2,622.58	\$1,311.29		\$1,311.29	
			PERS Deferred Comp	Employee		\$1,930.76				
			PERS	Employee/	Employer	\$69,017.11	\$28,066.02		\$40,951.09	
			AFLAC	Employee		\$88,492.46				
			PERS Medical	Employee/	Employer	\$524.68				
			Delta Dental PPO	Employer		\$4,509.90				
			Delta Dental HMO	Employer		\$498.45				
			VSP Vision	Employer		\$1,146.85				
			Standard Self Admin	Employee/	Employer	\$2,333.68				
			Standard Life Options	Employee		\$518.80				
			TOTALS			\$248,425.52	\$76,421.20		\$47,827.86	
DEDUCTION GRAND TOTALS										
-----EARNINGS-----				-----DEDUCTIONS-----						
DESC	HRS	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
REG	4340.01	\$200,279.04	125	I-125	\$867.76		FED W/H	\$ 348,849.34	\$ 41,090.91	
PTRG	1389.25	\$33,368.45	129	I-129	\$192.31		ST WH CA	\$ 348,849.34	\$ 16,973.34	
PHEO	91.25	\$2,826.82	AFP	AFLPT	\$129.12		MEDI	\$ 383,822.62	\$ 5,952.98	\$ 5,565.48
HOL	1024.00	\$48,796.48	CMP	CLOAN	\$48.08					
ABST	25.00	\$0.00	CS1	CS-C0	\$230.76					
OT	18.00	\$877.34	DC%	DCR%	\$107.83					
OTS	205.99	\$18,690.34	DC2	DCPR	\$300.00					
STBY	16.00	\$1,494.96	DCI	DCICM	\$1,870.00					
MOT	0.00	\$183.80	DCM	DCICM		\$958.00				
CAR	0.00	\$750.00	DCN	DCNW	\$1,690.00					
CELL	0.00	\$1,210.00	DCP	DCPRS	\$1,630.76					
PPHC	0.00	\$3,375.44	DD1	DPPO1		\$445.50				
SKIL	0.00	\$111.10	DD2	DPPO2		\$169.20				
MEDR	0.00	\$7,775.00	DD3	DPPO3		\$634.50				
SPAS	0.00	\$1,625.96	DD4	DDMO1		\$61.68				
SPSK	0.00	\$138.06	DD5	DDMO2		\$27.78				
OCWD	0.00	\$350.00	DD6	DDMO3		\$102.75				
OCWE	0.00	\$200.00	DI%	DCI%	\$212.90					
UNIF	0.00	\$275.00	DIS	DISAF	\$133.22					
UNI2	0.00	\$75.00	DLI	DCLIC	\$586.04					
FTO	0.00	\$237.41	LEA	LAEAD	\$380.00					
ADML	94.00	\$5,156.78	LIF	LIFE	\$259.43					
COMP	25.67	\$1,399.86	LTD	A LTD	\$99.54					
EAU	66.00	\$3,846.18	MED	MDINS	\$8,154.75	\$29,968.17				
EAA	12.00	\$0.00	PBB	PRSB	\$481.97					
COMA	49.25	\$0.00	PN1	PEPME	\$8,702.89					
FLHO	84.00	\$3,883.92	PN2	PEPMR		\$8,837.68				
SICK	194.83	\$8,511.02	PN3	PEPSE	\$9,670.94					
VAC	257.00	\$13,012.69	PN4	PEPSR		\$9,677.98				
POST	0.00	\$110.00	POS	POAS	\$1,442.77					
POST	0.00	\$300.00	PR0	PRM8	\$2,750.61					
POST	0.00	\$3,089.20	PR2	PRSMR		\$10,316.82				
POST	0.00	\$282.18	PR4	PRSSR		\$12,118.61				
POSI	466.28	\$26,878.02	PR5	PRSB4	\$618.55					
POVA	80.00	\$3,559.20	PR6	PRSAF	\$2,543.50					
BILI	0.00	\$250.00	PR7	PRMB4	\$666.00					
HOT	0.00	\$55.00	PR8	PRMAF	\$1,735.36					
			PR9	PRSCC	\$830.17					
			RTP	RT-PT	\$1,311.29	\$1,311.29				
			SUR	SURVI	\$66.03					
			VS1	VIS1		\$138.32				
			VS2	VIS2		\$61.04				
Totals	8,438.53	\$ 392,974.25			\$ 47,712.58	\$ 74,829.32			\$ 64,017.23	\$ 5,565.48

Payroll 12/20/2024

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	38,068.77	31,463.60	0.00	1,714.55	4,890.62	4,644.00	6,381.65	27,043.12
10-512 Finance	19,798.08	17,507.40	0.00	957.40	1,333.28	1657.42	2485.67	15,654.99
10-521 Police Administration	32,091.36	28,875.68	0.00	1,677.12	1,538.56	5,848.78	7,207.24	19,035.34
10-522 Police- Patrol	85,170.34	61,101.62	9,845.82	7,156.02	7,066.88	15,843.42	11,307.94	58,018.98
10-523 Police- Investigation	15,765.62	9,484.57	0.00	69.03	6,212.02	2,144.82	2,722.00	10,898.80
10-524 Police- Records	9,801.19	7,502.10	320.99	337.10	1,641.00	939.14	1,159.31	7,702.74
10-526 Police- Community Outreach	2,896.41	0.00	0.00	0.00	2,896.41	108.62	375.56	2,412.23
10-527 Police-Youth Programs	6,219.97	4,444.00	1203.77	0.00	572.20	1002.53	964.85	4,252.59
10-528 Police- Traffic	8,767.66	302.34	604.68	3182.10	4,678.54	739.93	1060.23	6,967.50
10-531 Development Services- Administration	37,126.92	29,668.00	0.00	125.57	7,333.35	3,962.39	6,518.03	26,646.50
10-532 Development Services- Planning	3,683.20	2,762.40	0.00	920.80	0.00	365.59	755.38	2,562.23
10-533 Development Services- Neighborhood Preservation	6,143.93	2,370.56	458.37	592.64	2,722.36	352.67	865.40	4,925.86
10-542 Development Services- Street Maintenance	30,278.48	20,451.50	6832.58	1,322.88	1,671.52	2,993.61	4,402.82	22,882.05
10-544 Development Services- Facility Maintenance	3,453.07	2,444.80	983.27	0.00	25.00	400.37	267.05	2,785.65
10-545 Economic Development	6,141.60	5,954.72	0.00	186.88	0.00	477.83	424.03	5,239.74
10-551 Recreation Administration	48,437.12	38,618.76	603.39	2,557.24	6,657.73	5,450.02	7,670.21	35,316.89
10-556 Recreation- Sports	19,757.50	0.00	0.00	534.74	19,222.76	740.93	1,013.77	18,002.80
10-557 Special Classes								
TOTALS	\$374,524.42	\$263,875.25	\$20,852.87	\$21,334.07	\$68,462.23	\$47,711.53	\$55,594.54	\$271,218.35

REGULAR INPUT: 141

MANUAL INPUT: 0

CHECK STUB COUNT: 0

DIRECT DEPOSIT STUB COUNT: 141

BENEFITS & WITHHOLDINGS

		Employee	Employer
Fed Taxes	Employee/ Employer (MediC	\$46,543.56	\$41,247.84
State Taxes	Employee	\$14,346.70	
ICMA	Employee	\$3,258.57	
PD Association	Employee	\$1,466.77	
LosAl Employees Asso	Employee	\$400.00	
Nationwide - Full Ti	Employee	\$1,690.00	
Nationwide - PT	Employee/ Employer	\$3,534.30	\$1,767.15
PERS Deferred Comp	Employee	\$1,930.76	
PERS	Employee/ Employer	\$68,797.63	\$27,956.68
AFLAC	Employee		\$40,840.95
PERS Medical	Employee/ Employer		
Delta Dental PPO	Employer		
Delta Dental HMO	Employer		
VSP Vision	Employer		
Standard Self Admin	Employee/ Employer		
Standard Life Option	Employee		
TOTALS		\$141,968.29	\$70,971.67
			\$47,903.82

DEDUCTION GRAND TOTALS

-----EARNINGS-----			-----DEDUCTIONS-----			-----TAXES-----				
DESC	HRS	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
REG	5648.00	\$263,875.25	125	I-125	\$815.89		FED W/H	\$ 330,377.96	\$ 35,519.26	
PTRG	1984.25	\$47,355.97	129	I-129	\$192.25		ST WH CA	\$ 330,377.96	\$ 14,346.70	
PHEO	94.67	\$2,929.82	AFP	AFLPT	\$129.12		MEDI	\$ 365,221.50	\$ 5,728.58	\$ 5,295.72
ABST	80.00	\$0.00	CMP	CLOAN	\$48.08					
OT	202.45	\$9,198.60	CS1	CS-C0	\$230.76					
OTS	99.16	\$10,017.24	DC%	DCR%	\$107.83					
CTOT	4.00	\$349.97	DC2	DCPR	\$300.00					
STBY	16.00	\$1,287.06	DCI	DCICM	\$1,395.00					
CAR	0.00	\$750.00	DCM	DCICM		\$958.00				
PPHC	0.00	\$3,375.44	DCN	DCNW	\$1,690.00					
SKIL	0.00	\$111.10	DCP	DCPRS	\$1,630.76					
MEDR	0.00	\$7,775.00	DD1	DPPO1		\$445.50				
SPAS	0.00	\$1,625.96	DD2	DPPO2		\$169.20				
SPSK	0.00	\$138.06	DD3	DPPO3		\$634.50				
OCWD	0.00	\$350.00	DD4	DDMO1		\$77.10				
OCWE	0.00	\$200.00	DD5	DDMO2		\$27.78				
UNIF	0.00	\$275.00	DD6	DDMO3		\$102.75				
UNI2	0.00	\$75.00	DI%	DCI%	\$211.70					
FTO	0.00	\$129.50	DIS	DISAF	\$66.62					
ADML	36.00	\$2,580.52	DLI	DCLIC	\$586.04					
COMP	73.98	\$4,109.59	LEA	LAEAD	\$400.00					
EAU	12.00	\$576.72	LIF	LIFE	\$259.43					
EAA	78.00	\$0.00	LTD	A LTD	\$99.54					
COMA	45.00	\$0.00	MED	MDINS	\$8,357.91	\$31,143.17				
FLHO	12.00	\$342.86	PBB	PRSB	\$481.97					
SICK	194.21	\$8,482.23	PN1	PEPME	\$8,715.69					
VAC	102.00	\$4,545.27	PN2	PEPMR		\$8,850.67				
POST	0.00	\$3,089.20	PN3	PEPSE	\$9,547.87					
POST	0.00	\$282.18	PN4	PEPSR		\$9,554.85				
POVA	27.72	\$696.88	POS	POAS	\$1,466.77					
			PRO	PRM8	\$2,750.61					
			PR2	PRSMR		\$10,316.82				
			PR4	PRSSR		\$12,118.61				
			PR5	PRSB4	\$618.55					
			PR6	PRSAF	\$2,543.50					
			PR7	PRMB4	\$666.00					
			PR8	PRMAF	\$1,735.36					
			PR9	PRSCC	\$830.17					
			RTP	RT-PT	\$1,767.15	\$1,767.15				
			SUR	SURVI	\$66.96					
			VS1	VIS1		\$143.64				
			VS2	VIS2		\$61.04				
Totals	\$ 8,709.44	\$ 374,524.42			\$ 47,711.53	\$ 76,370.78			\$ 55,594.54	\$ 5,295.72

MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

REGULAR MEETING Monday, November 18, 2024

1. CALL TO ORDER

The City Council met in Regular Session at 5:30 p.m., Monday, November 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 (arrived at 5:52 p.m.)
Mayor Pro Tem Hasselbrink, Mayor Nefulda

Absent: Council Members: None

Present: Staff: Chet Simmons, City Manager
Michael Claborn, Chief of Police
Michael S. Daudt, City Attorney
Craig Koehler, Finance Director
Matthew Lightener, Management Analyst
Orange County Fire Authority
Emeline Noda, Recreation and Community Services Director
Ron Noda, Development Services Director
Tom Oliver, Associate Planner
Windmera Quintanar, MMC, City Clerk/Dir. of Communications
Chelsi Wilson, Administrative Services Manager

3. PLEDGE OF ALLEGIANCE

Mayor Nefulda led the Pledge of Allegiance.

4. INVOCATION

Mayor Pro Tem Hasselbrink gave the Invocation.

5. CLOSED SESSION

A. Conference with Legal Counsel - Anticipated Litigation

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9: (One potential case).

City Attorney Daudt read the title aloud.

RECESS

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

RECONVENE

The City Council reconvened in Regular Session at 6:02 p.m.

City Attorney Daudt stated there was no reportable action.

City Clerk Quintanar stated Council Member Murphy arrived at 5:52 p.m. and was present at the dais.

6. PRESENTATIONS

- A. Oath of Office for Los Alamitos Police Officer Robert Olvera**
Chief Claborn gave Officer Olvera the Oath of Office.
- B. Presentation of a Commendation to the Los Alamitos Police Department Representatives in Recognition of Law Enforcement Records and Support Personnel Appreciation Week**
Chief Claborn presented a Commendation to Records Specialists Roman and Tavasci.
- C. Presentation by Girl Scout Troop 2085 in Appreciation of Mayor Pro Tem Hasselbrink and Council Member Doby**
Troop 2085 presented tokens of appreciation and thanks to Mayor Pro Tem Hasselbrink and Council Member Doby for sharing their knowledge as public servants and leaders with the troop.
- D. Presentation of a Certificate to Wuttiapat Charoenmit, owner of Thailusion Cuisine, in Recognition of Small Business Saturday**
Mayor Nefulda presented a certificate to representatives of Thailusion.
- E. Presentation of a Certificate to Antoine Phan, owner of An Noodles, Asian Comfort Food, in Recognition of Being Featured in the Mayor's Business Spotlight**
Mayor Nefulda advised Ms. Phan was unavailable and spoke briefly.

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 and advised comments related to Item 13A will be called upon during the discussion of that item.

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 spoke regarding the upcoming Winter Wonderland event.

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.

None at this time.

10. WARRANTS

A. Warrants (Finance)

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

Motion/Second: Doby/Hasselbrink

Unanimously Carried: The City Council ratified the Warrants from October 1, 2024, to October 31, 2024, for \$2,746,186.35.

ROLL CALL

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

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 Regular City Council Minutes of October 21, 2024.

B. Treasurer's Quarterly Investment Report – September 2024 (Finance)

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

The City Council received and filed the Treasurer's Quarterly Investment Report – September 2024.

C. Resolution No. 2024-39 - Investment Policy Update (Finance)

This report provides the Council with an update on the City's Investment Policy for allowable investments per the California Government Code.

The City Council adopted Resolution No. 2024-39, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING THE STATEMENT OF INVESTMENT POLICY DATED NOVEMBER 2024."

D. Resolution No. 2024-41 - Adopting the June 30, 2024 Measure M2 Expenditure Report (Finance)

The Orange County Transportation Authority requires each agency that receives Measure M2 funds to adopt an annual Expenditure Report to account for the use of Measure M2 funds.

The City Council adopted Resolution No. 2024-41, entitled "A RESOLUTION OF THE CITY COUNCIL OF LOS ALAMITOS, CALIFORNIA, CONCERNING THE MEASURE M2 EXPENDITURE REPORT FOR THE CITY OF LOS ALAMITOS FOR THE FISCAL YEAR ENDING JUNE 30, 2024."

E. Resolution No. 2024-43 - Community Development Block Grant (CDBG) 2025/2026 (Development Services)

This item recommends the City Council adopt a resolution for the Fiscal Year 2025/2026 Community Development Block Grant (CDBG) project application to Orange County.

The City Council adopted Resolution No. 2024-43, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA APPROVING THE CITY'S PARTICIPATION IN THE FISCAL YEAR 2025/2026 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM WITH THE COUNTY OF ORANGE."

F. Approval of Plans and Specifications to Bid for the CDBG Street Improvements on Maple Street (CIP 24/25-04) (Development Services)

This item recommends actions to begin facilitating the construction of the CDBG Street Improvements on Maple Street (CIP 24/25-04).

The City Council:

1. Approved the plans and specifications for the construction of the CDBG Street Improvements on Maple Street (CIP 24/25-04); and,
2. Authorized Staff to advertise and solicit bid proposals.

G. Authorize the Purchase and Installation of a Modular Office Building (Development Services)

This item is for purchasing a modular office directly from the KYA Group through a cooperative purchasing agreement via the California Multiple Award Schedule (CMAS). The purchase and installation of a 6-office modular building will provide offices for employees and contractors. The purchase of the modular would enable cost savings and assurance that the timeline to provide work areas for employees would be met in a timely manner. The modular building will be located where the former LATV/PW Break Room building was located. The existing electrical, water, and sewer infrastructure will be connected to the modular office building where it will be able to accommodate 6–8 employees.

The City Council:

1. Authorized the Mayor to use a cooperative purchasing agreement, in a form approved by the City Attorney, for the installation and purchase of a modular building from the KYA Group in the amount of \$289,106.00; and,
2. Authorized a contingency of 15% of the bid amount not to exceed \$43,365.90.

H. Award of Bid for the Installation/Upgrade of the City's Access Control System (RFP No. 2025-02) to Spectrum Security Group, LLC (Development Services)

This item proposes awarding Spectrum Security Group LLC an agreement to install and/or upgrade the existing access control system at designated City facilities (RFP No. 2025-02).

The City Council:

1. Awarded the proposal for RFP No. 2025-02 for the installation/upgrade of the City's Access Control System Services to Spectrum Security Group LLC for the amount of \$114,589.24; and,
2. Authorized the Mayor to execute the Access Control System Services Agreement with Spectrum Security Group, LLC; and,
3. Authorized the City Manager to execute amendments for any unforeseen issues, with the total amount not to exceed thirty-five percent (35%) of the proposal amount or \$40,105.

I. Notice of Completion (NOC) for the Demolition of Los Alamitos Television Production (LATV)/Public Works (PW) Building at 10921 Oak Street Project (CIP No. 22/23-04) (Development Services)

The Demolition project of the Los Alamitos Television Production (LATV)/Public Works (PW) Building at 10921 Oak Street (CIP No. 22/23-04) has been completed.

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

The City Council:

1. Accepted as complete the construction by Unlimited Environmental, Inc. for the LATV Building Demo at 10921 Oak Street (CIP No. 22/23-04); and,
2. Authorized the City Clerk to record the Notice of Completion/Final Report with the County Recorder's Office; and,
3. Authorized Staff to release the 5% retention to the contractor in the amount of \$5,233.55, thirty-five (35) days after recordation of the Notice of Completion.

12. DISCUSSION ITEM

A. Survey Results for Potential Name Change of Apartment Row (Development Services)

This discussion item proposes renaming the Apartment Row neighborhood.

Development Services Director Noda gave a PowerPoint presentation and answered questions from the City Council. 75% of respondents supported changing the name of Apartment Row with the most voted name change to Cottonwood (blank).

Council Member Hibard requested a vote from the members in attendance, receiving two votes for Cottonwood Cove.

Council Member Doby stated support for Cottonwood.

Council discussed the lack of participation with only 89 votes.

Motion/Second: Nefulda/Hibard

Carried 4/1 (Murphy voted no): The City Council approved the neighborhood name change of Apartment Row to Midtown.

Council Member Murphy voted no stating a preference for Cottonwood due to the relation of Cottonwood Park and the respondents votes.

The City Council:

1. Evaluated the survey results and discussed the options for the name change of the Apartment Row neighborhood; and,
2. Determined the new name for the Apartment Row neighborhood.

B. Council Member Requested Agenda Item: Electronic Delivery of Financial Information (Administration)

During the September 23, 2024, adjourned regular meeting, Council Member Hibard made a motion requesting that the City Council discuss the electronic delivery of financial information. Council Member Murphy supported the motion. The motion passed 3-1-1, with Mayor Pro Tem Hasselbrink voting no and Council Member Doby abstaining. This informational staff report is the first step in the two-step process for placing items of the Agenda for consideration by the Council. The item was first introduced at the October 21, 2024, Council meeting and continued until tonight without any discussion.

City Manager Simmons summarized the staff report and policy.

Council Member Hibard summarized the reasons for her request and concerns regarding the finances of the City. She advised she did not need a report or further action but wanted to separate herself from the City's finances as she disapproved of this type of financial reporting.

Council discussed the attorney-client privilege of attorney billings and confidential information contained therein.

In accordance with the City Council's adopted Agenda Policy, this informational staff report did not request action but sought the Council's direction. By a majority vote of the City Council Members present, staff may be directed to place this item on a future Agenda for consideration by the Council.

No action was taken.

13. PUBLIC HEARING

A. Site Development Permit 22-02: 4665 Lampson Project (APN 130-012-35) (Development Services)

The City Council will consider resolutions to certify an Environmental Impact Report pursuant to the California Environmental Quality Act, adopt a Statement of Overriding Considerations, adopt a Mitigation Monitoring and Reporting Plan, approve a Tentative Parcel Map 2022-133 (For Finance and Conveyance Purposes), approve a Vesting Tentative Tract Map No.

19263 (For Condominium Purposes), approve an Affordable Housing Unit Application, and approve a Site Development Permit – Major for the 4665 Lampson Project Located at 4665 Lampson Avenue (APN 130-012-35) to Allow Redevelopment of the Project Site with 246 Residential Units consisting of a variety of housing product types, including 55 single-family detached homes, 114 townhomes, and 77 for-rent multifamily apartment homes comprised of 76 units restricted to lower income and one unrestricted manager's unit (the "Project").

Development Services Director Noda and Bill Halligan, Placeworks Consultant, provided a PowerPoint presentation and answered questions from the City Council.

George Voigt, Lampson Place representative, and Todd Cottle, C&C Development, provided an overview of the project.

Mayor Nefulda opened the Public Hearing for comments.

Elizabeth Hansburg, of People for Housing OC, expressed support for the project and affordable housing, particularly for first-time homeowners.

Susan Perrel, Seal Beach resident, stated the project creates significant impacts that are easily mitigable and referred to letters submitted by Seal Beach and Seal Beach Environment Control Board during the Environmental Impact Review (EIR) period. She requested Council consider the mitigation proposals before certifying the project.

Jennifer Bullard, Rossmoor Highlands resident, stated support for the project. She acknowledged there would be impacts that the community will adjust too and looked forward to new families being able to make Los Alamitos home.

Bryan Bell, resident, stated support for the project and low-income Veteran housing. He provided his military background and path to homeownership in Los Alamitos. He stated support for Veteran families and providing stable environments for military families.

Adam Wood, Building Industry Association, thanked staff for the comprehensive report and stated support for the beneficial project for the community.

Carol Churchill, spoke on behalf of Patty Campbell a Seal Beach resident, spoke regarding the Seal Beach Trailer Park development. Ms. Churchill spoke directly to Council Member Doby.

Mayor Nefulda advised all comments should be directed to the Council as a whole. Ms. Churchill asked if she should continue. Mr. Nefulda requested she cease.

Maggie Marchese, resident, stated support for the project. She thanked the Council and Staff for doing their due diligence and listening to the concerns received. She indicated the project could have been larger, but due to concerns it was minimized. She encouraged Council to remember they represent Los Alamitos residents.

Ashley Nicholls, resident, stated support for the project and stated the development of new housing communities has been low in Los Alamitos. He believed the development was needed and stated support for the low-income housing.

Frank Marchese, resident, spoke regarding the timeline of the project and development as a whole through California. He stated support for the project.

Ken Bamberg, Seal Beach resident, stated support for the project and more affordable housing for everyone. He indicated he'd heard the concerns of College Park residents and veterans at the Planning Commission meeting. He reiterated support for the project.

Patty Senecal, a College Park East resident, spoke in favor of Veteran housing and stated that there was no bus stop in the development, pointing out that students would need to cross Lampson to the neighborhood for pick up.

Lisa Landau, Mayor Pro Tem and resident of Seal Beach, stated she was speaking as a resident and not in an official capacity. She requested fair and just mitigation for the impacts made on Seal Beach, including a condition that Rossmoor/Los Alamitos Sewer District will provide sewer service, QUIMBY fees will be paid to Seal Beach, and adding a bus stop at the development.

Chris Magdosku, licensed civil engineer, stated support for the project and recommended approval based on the nature of the project and standards met.

Catherine Showalter, Seal Beach Environmental Quality Control Board member, and resident, spoke regarding the following: vehicle miles traveled and support for the homeowners association starting a forum for ridesharing; request that Orange County Transportation Authority resurvey the need for a bus stop once future residents are identified; repair of wear and tear from heavy-duty trucks on Lampson should be the City of Los

Alamitos' responsibility; lack of understanding that a park and ride lot would be an asset and could provide a location for a bus stop; and, concern the size of the project has not been scaled back.

Schelly Sustarsic, Seal Beach resident, stated the project was premature and incomplete. She stated concerns regarding the lack of approvals from the Joint Forces Training Base; support for the will serve letter from the Rossmoor/Los Alamitos Sewer District; lack of school bus stop and safe crossing for students; EIR underreported accidents in the intersection according to Seal Beach Police Department reports; and, concern for roadway damage during 39 months of construction and would like to see an agreement for repairs in place.

Mayor Nefulda closed the Public Hearing for comments.

Council, Staff, and Consultants discussed the following:

- The Traffic Study stated signal warrants for installation of a new traffic light have not been met with current conditions and consideration of the new development, but like any intersection, that could change over time
- Lampson is in the jurisdiction of Seal Beach, and since the Traffic Study did not state an intersection was warranted, the City of Seal Beach indicated one was not needed (included in responses of the EIR document, D3)
- Orange County Fire Authority (OCFA) stated the project has been reviewed and there are no major concerns with the project site
- Joint Forces Training Base (JFTB) Commander has stated JFTB remain neutral on all developments outside of the JFTB
- Zoning allows for 20-25 units/acre in the R3 Zone. The development is on the low end, with 20 units/acre.
- Affordable units with priority to veterans and individuals who work in Los Alamitos are not subsidized Section-8 government-funded housing
- Orange County affordable housing income limit for a family of 4 is \$125,000 or less
- Condition of approval includes that any infrastructure costs will be borne by the applicant and ongoing costs and usage will be paid by the residents of that community
- Although the Traffic Study did not warrant the installation of a signal, there is an existing safe, fully signalized bus stop across Lampson on Rose Street
- Not a safe location for a bus to stop on Lampson, and not enough space for the bus stop to enter the development

- Viable options for sewer connections would be the City of Seal Beach (which already services the site) or the Rossmoor/Los Alamitos Sewer District
- Fire Master Safety Plan is complete and was included the City Council packet
- Explanation of typical calls for service
- Sound attenuation methods
- Americans with Disability Act (ADA) accessibility is required by the California Building Codes and will be complied with (8-units)
- Explanation that the Final EIR accompanies and does not replace the Draft EIR
- Seal Beach Municipal Code 8.10.1210 (b)(c)(2) allows exemptions for construction trucks on Lampson Ave.
- Explanation of the Traffic Study data and accidents on Lampson Ave.
- Further explanation on traffic warrants for signal installation and cumulative fair share for installation in the future
- Applicant discussed the engagement efforts and partnership with the City of Seal Beach from the start of the project
- 10 feet of Arbor Park belongs to the applicant, as outlined on the site map, and the applicant is willing to provide an easement to the Joint Forces Training Base for that parcel
- Lease agreement with the Joint Forces Training Base and Seal Beach will expire in 2026
- Applicant not opposed to 100% Veteran's preference

The City Council:

1. Opened the Public Hearing; and,
2. Took testimony; and,

Motion/Second: Hasselbrink/Doby

Carried 3-1-1 (Hibard voted no. Murphy abstained): The City Council:

ROLL CALL

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

Council Member Murphy indicated she would abstain as she believed there were too many unknowns at this time but was supportive of the project.

3. Adopted Resolution No. 2024-44, entitled “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT, ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS, AND ADOPTING A MITIGATION MONITORING AND REPORTING PLAN FOR THE 4665 LAMPSON PROJECT LOCATED AT 4665 LAMPSON AVENUE (APN 130-012-35) TO ALLOW REDEVELOPMENT OF THE PROJECT SITE WITH 246 RESIDENTIAL UNITS (APPLICANT: LAMPSON PARK PLACE, LLC)”; and,
4. Adopted Resolution No. 2024-45, entitled “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING TENTATIVE PARCEL MAP 2022-133 (FOR FINANCE AND CONVEYANCE PURPOSES) AND VESTING TENTATIVE TRACT MAP NO. 19263 (FOR CONDOMINIUM PURPOSES) FOR THE 4665 LAMPSON PROJECT LOCATED AT 4665 LAMPSON AVENUE (APN 130-012-35) TO ALLOW REDEVELOPMENT OF THE PROJECT SITE WITH 246 RESIDENTIAL UNITS (APPLICANT: LAMPSON PARK PLACE, LLC)”; and,
5. Adopted Resolution No. 2024-46, entitled “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING AN AFFORDABLE HOUSING UNIT APPLICATION FOR THE 4665 LAMPSON PROJECT LOCATED AT 4665 LAMPSON AVENUE, IN THE MULTI-FAMILY RESIDENTIAL (R-3) ZONING DISTRICT (APN 130-012-35) TO ALLOW REDEVELOPMENT OF THE PROJECT SITE WITH 246 RESIDENTIAL UNITS, INCLUDING 76 AFFORDABLE MULTI-FAMILY APARTMENT HOMES (APPLICANT: LAMPSON PARK PLACE, LLC)”; and,
6. Adopted Resolution No. 2024-47, entitled “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING A SITE DEVELOPMENT PERMIT – MAJOR FOR THE 4665 LAMPSON PROJECT LOCATED AT 4665 LAMPSON AVENUE, IN THE MULTI-FAMILY RESIDENTIAL (R-3) ZONING DISTRICT (APN 130-012-35) TO ALLOW REDEVELOPMENT OF THE PROJECT SITE WITH 246 RESIDENTIAL UNITS (APPLICANT: LAMPSON PARK PLACE, LLC)”.

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 the Senior Advisory Advocate Committee, Trunk-or-Treat, virtual National Council on Aging, tour to 5th grade Girl Scout Troop, and attendance at the Orange County Fire Authority update, Ad-Hoc Committee for Ambulance Service,

Council Member Murphy reported attendance at the Annual State of the District, Orange County Sanitation District, Trunk-or-Treat, and, Casa Youth Shelter Bright Young Leaders.

Council Member Hibard reported she was ill and missed the September Council meeting. She has been walking her neighborhood and speaking with residents. She provided an update on the cleanup of the drainage ditch in the Highlands.

Council Member Doby reported attendance at the Library Advisory Board meeting, Trunk-or-Treat, Metrolink Briefing, Congresswoman Steel's Veterans of Distinction, and the Grand Reopening of the Orange County Library Los Alamitos branch and requested a review of the two streets with different zip codes. Council Member Hibard supported the request.

Mayor Nefulda reported attendance at the City Selection Committee meeting, and the Change of Command Ceremony for 40th ID.

15. ADJOURNMENT

The City Council adjourned at 8:54 p.m.

Jordan B. Nefulda, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

SPECIAL MEETING Thursday, December 12, 2024

1. CALL TO ORDER

The City Council met in Special Session at 5:30 p.m., Thursday, December 12, 2024, in the Council Chamber located at 3191 Katella Ave., Los Alamitos, CA 90720, Mayor Nefulda presiding.

2. ROLL CALL

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

Absent: Council Members: Hibard, Murphy

Present: Staff: Chet Simmons, City Manager
Michael Claborn, Chief of Police
Windmera Quintanar, MMC, City Clerk/Dir. of Communications

3. ORAL COMMUNICATIONS

At this time, any individual in the audience may come forward to speak on any item listed on the Agenda. Remarks are to be limited to agenda items and 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.

4. CLOSED SESSION

A. Conference with Legal Counsel - Anticipated Litigation

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9: (One potential case).

City Attorney Daudt read the item aloud.

RECESS

The City Council recessed into closed session at 5:31 p.m.

RECONVENE

The City Council reconvened in a Special session at 5:53 p.m.

City Attorney Daudt reported the City Council met in Closed Session to receive a report concerning the claim that Council Member Trisha Murphy abused her authority as a Council Member by attempting to obtain financial information from TNT Fireworks regarding a Los Alamitos Community Foundation

Fundraiser.

After discussing the investigation report, the City Council voted 3-0, with Mayor Nefulda, Mayor Pro Tem Hasselbrink, and Council Member Doby in favor of: 1. Waiving the attorney-client privilege attached to the December 10, 2024 investigation report prepared by Karen Kramer Esq. of Kramer Workplace, and 2. direct staff to set a Special meeting on Monday, December 16, 2024 at 5:30 p.m. to consider a formal censure of Council Member Murphy.

5. ADJOURNMENT

The City Council adjourned at 5:54 p.m.

Jordan B. Nefulda, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

SPECIAL MEETING Monday, December 16, 2024

1. CALL TO ORDER

The City Council met in Special Session at 5:30 p.m., Monday, December 16, 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
Barbara Biscocho, Finance Manager
Michael Claborn, Chief of Police
Michael S. Daudt, City Attorney
Eleanor Granflor, Deputy City Clerk
Craig Koehler, Finance Director
Matthew Lightener, Management Analyst
Emeline Noda, Recreation and Community Services Director
Ron Noda, Development Services Director
Windmera Quintanar, MMC, City Clerk/Dir. of Communications
Chelsi Wilson, Administrative Services Manager

3. ORAL COMMUNICATIONS

At this time, any individual in the audience may come forward to speak on any item on the Agenda. Remarks are to be limited to agenda items and not more than five minutes per speaker.

Mayor Nefulda opened Oral Communications.

Carol Churchill, Shuana Trute, and Melinda spoke in opposition.

Mayor Nefulda closed Oral Communications.

4. DISCUSSION ITEM

A. Consideration of a Formal Censure of Council Member Murphy (Administration)

The City Council met in closed session on December 12, 2024, to receive an investigation report concerning the claim that Council Member Murphy

abused her authority by attempting to obtain financial information from TNT Fireworks regarding a Los Alamitos Community Foundation Fundraiser.

City Attorney Daudt stated Council Member Murphy sent a letter at 4:28 p.m. with a Dropbox link containing additional documents. Said letter was received after 3 p.m. deadline and Staff was unable to print the additional documents. The documents will be made available to the public and made a part of the record.

Shellene Bennet, Managing Partner at Libert Cassidy and Whitmore, stated this item was not censuring for an individual raising questions or in retaliation. If the Council chose not to follow through with an investigation, the City would have been exposed to significant legal liability. The City had a legal obligation to follow through with an outside investigation. She summarized the findings of the investigative report, concluding the Los Alamitos City Council did not have a right to access the records of the Los Alamitos Community Foundation as they are two separate entities and the records are confidential, proprietary documents. Should the Council choose not to adopt these Resolutions, the City will be exposed to legal liability. By adopting the Resolutions, the City Council distances the City from the findings of inappropriate conduct by the outside investigator.

Motion/Second: Hasselbrink/Doby

Carried 3-2 (Hibard and Murphy voted no): The City Council adopted Resolution No. 2024-50, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING CENSURE OF COUNCIL MEMBER TRISHA MURPHY".

5. ADJOURNMENT

The City Council adjourned at 5:50 p.m.

Jordan B. Nefulda, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

REGULAR MEETING Monday, December 16, 2024

1. CALL TO ORDER

The City Council met in Regular Session at 6:05 p.m., Monday, December 16, 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,
Mayor Pro Tem Hasselbrink, Mayor Nefulda

Absent: Council Members: Murphy

Present: Staff: Chet Simmons, City Manager
Barbara Biscocho, Finance Manager
Michael Claborn, Chief of Police
Michael S. Daudt, City Attorney
Eleanor Granflor, Deputy City Clerk
Craig Koehler, Finance Director
Matthew Lightener, Management Analyst
Emeline Noda, Recreation and Community Services Director
Ron Noda, Development Services Director
Windmera Quintanar, MMC, City Clerk/Dir. of Communications
Chelsi Wilson, Administrative Services Manager

3. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Hasselbrink led the Pledge of Allegiance.

4. INVOCATION

Council Member Doby gave the Invocation.

5. PRESENTATIONS

Mayor Nefulda pulled item 5B forward.

B. Presentation of Certificates of Recognition to the Los Alamitos Pop Warner 12U Red Team for an Impressive Season

Mayor Nefulda presented certificates to the team.

C. Presentation to Sir Speedy in Recognition of Being Named a Los Alamitos Legacy Business Recipient

Mayor Nefulda presented Certificates of Recognition to Sir Speedy.

A. Presentations to Mayor Jordan Nefulda from Outside Agencies for Service as Mayor in 2024

Mayor Pro Tem Shelley Hasselbrink invited the following representatives forward who spoke briefly regarding Mayor Nefulda's service: Michelle Chuetz from Assemblyman Tri Ta's Office, Zechariah Juregui from Representative Michelle Steel's Office; Lieutenant Colene Fox from the Joint Forces Training Base, and Marlys Davidson.

6. ORAL COMMUNICATIONS

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

Mayor Nefulda opened Oral Communications.

Male attendee requested assistance in locating a missing person.

Dave Boyer, Chamber of Commerce, spoke regarding the upcoming networking breakfast.

Female resident, requested an inspection of the recently repaved Kyle Street in County Square as it did not appear complete.

Mayor Nefulda closed Oral Communications.

7. UPDATES FROM THE MAYOR

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

Mayor Nefulda spoke regarding the reopening of the Laurel Park Tennis Court and the Good Evening at the Los Alamitos event.

8. UPDATES FROM THE CITY STAFF

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

None.

9. SPECIAL ORDERS OF THE DAY

A. Declaring and Certifying the Results of the November 5, 2024 General Municipal Election (Administration)

This report provided a certified statement of the vote from the County of Orange Registrar of Voters regarding the General Municipal Election and request Council recite the facts of the election and declare the results.

Motion/Second: Doby/Hibard

Unanimously Carried: The City Council adopted Resolution No. 2024-48, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 5, 2024 DECLARING THE RESULT, AND SUCH OTHER MATTERS AS PROVIDED BY LAW".

B. Comments by Outgoing Mayor Jordan Nefulda

Mayor Nefulda spoke regarding his tenure as Mayor.

C. Presentation to Mayor Jordan Nefulda from the City for his Tenure as Mayor

Mayor Pro Tem Hasselbrink spoke regarding Mayor Nefulda's tenure as Mayor and presented him with a plaque.

D. City Clerk Quintanar to Administer Oath of Office and comments by Newly Elected Officials Tanya Doby, Gary Loe, and Jordan Nefulda

City Clerk Quintanar administered the Oath of Office to Council Member-Elects Doby, Loe, and Nefulda. Each member spoke briefly.

10. RECESS - The City Council will take a brief recess at this time.

RECESS

The City Council took a brief recess.

RECONVENE

The City Council reconvened in Regular Session at 6:54 p.m. Council Member Loe took his seat at the dais.

11. DISCUSSION ITEM

A. City Council Reorganization (Administration)

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

Mayor Nefulda turned the meeting over to City Clerk Quintanar.

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

Council Member Doby nominated Mayor Pro Tem Hasselbrink for the Office of Mayor.

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

City Clerk Quintanar called for a roll call vote for Shelley Hasselbrink for the Office of Mayor.

Roll Call

Council Member Doby	Aye
Council Member Hasselbrink	Aye
Council Member Hibard	Aye
Council Member Loe	Aye
Council Member Nefulda	Aye

City Clerk Quintanar congratulated Mayor Hasselbrink and turned the meeting over to her.

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

Council Member Nefulda nominated Council Member Doby.

There being no further nominations, Mayor Hasselbrink closed the floor for nominations for the office of Mayo Pro Tem.

Mayor Hasselbrink called for a roll call vote for Tanya Doby for the Office of Mayor Pro Tem.

Roll Call

Council Member Doby	Aye
Mayor Hasselbrink	Aye
Council Member Hibard	Aye
Council Member Loe	Aye
Council Member Nefulda	Aye

B. City Council Member Appointments/Reappointments as Representatives to other Agencies and City Committees for 2025 (Administration)

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

Mayor Hasselbrink requested the list be read aloud for confirmation of appointments.

Motion/Second: Hasselbrink/Doby

Unanimously Carried: The City Council:

1. Nominated and voted for the following Representatives to Other Agencies; and,

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

Delegate: Doby

Alternate: Nefulda

City Selection Meeting

Delegate: Hasselbrink

Alternate: Doby

League of California Cities – State Division

Delegate: Hasselbrink

Alternate: Doby

Los Alamitos Community Foundation

Delegate: Nefulda

Alternate: Hasselbrink

Orange County Fire Authority

Delegate: Hasselbrink

Orange County Library Advisory Board

Delegate: Doby

Orange County Mosquito and Vector Control District

Delegate: Doby (2 year term)

Orange County Sanitation District – Board of Directors

Delegate: Nefulda

Alternate: Doby

West Cities Communications Center – JPA Board

Delegate: Nefulda

Alternate: Hasselbrink

2. Nominated and voted for appointment to the following City's Standing Committees; and,

Budget Standing Committee

Delegate: Hasselbrink

Delegate: Doby

Intergovernmental Affairs Representative

Delegate: Doby

Joint Forces Training Base Liaison

Delegate: Hasselbrink

Delegate: Nefulda

3. Adopted Resolution No. 2024-49, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DESIGNATING AND APPOINTING ITS REPRESENTATIVE TO THE ORANGE COUNTY FIRE AUTHORITY'S BOARD OF DIRECTORS"; and,
4. Authorized the City Clerk to complete California Form 806, Agency Report of: Public Official Appointments and post on the City's website.

12. WARRANTS

A. Warrants (Finance)

The attached Warrant Register contains checks and electronic funds transfers for the period November 1, 2024, to November 30, 2024.

Mayor Hasselbrink advised accounts payable is now an automated workflow and backup details were provided in less than 10 minutes, a process that previously took several hours.

Council Member Hibard stated she would vote no for errors found on pages 4 and 17.

Motion/Second: Doby/Nefulda

Carried 4-1: The City Council ratified the Warrants from November 1, 2024, to November 30, 2024, for \$2,966,034.78.

ROLL CALL

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

13. CONSENT CALENDAR

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

Motion/Second: Hibard/Nefulda

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

A. Resolution No. 2024-40 - Public, Education, and Government (PEG) Policies and Procedures (Administration)

This item recommends the adoption of guidelines for operating the City of Los Alamitos' Public, Education, and Government (PEG) Access Channel.

The City Council adopted Resolution No. 2024-40, entitled, "A RESOLUTION OF CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING THE LOS ALAMITOS PUBLIC, EDUCATION, AND GOVERNMENT (PEG) POLICIES AND PROCEDURES".

B. Resolution No. 2024-42 - Minimum Hourly Wage Increase Effective January 1, 2025 (Finance)

This item addresses the state-wide minimum wage increase that becomes effective January 1, 2025, and other proposed hourly rate increases.

The City Council adopted Resolution No. 2024-42, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING AND RESTATING THE HOURLY RATE SCHEDULE EFFECTIVE JANUARY 1, 2025 AND REPEALING E RESOLUTION NO. 2023-26."

C. Approval for the Request for Proposals (RFP) 2025-08 for Professional Auditing Services (Finance)

The contract with Rogers, Anderson, Malody & Scott, LLP (RAMS), the CPA firm the City has used for the past two fiscal years (2022-23, 2023-24) for auditing services, has expired. The prior RFP was issued in 2020. To enter into a new contract, it is advisable that the City issue a Request for Proposal

to retain the best-qualified firm at the most reasonable cost.

The City Council:

1. Approved the Request for Proposal (RFP) 2025-08 for Professional Auditing Services; and.
2. Authorized staff to advertise and solicit proposals.

D. Award of Contract to EMTS, Inc. for Parks and Landscape Maintenance Services (Development Services)

This item recommends awarding a contract agreement to EMTS, Inc. for Parks and Landscape Maintenance services for partial year for Fiscal Year 2024-2025, and full years for Fiscal Year 2025-2026 and Fiscal Year 2026-2027 in the amount not to exceed \$344,722.19.

The City Council:

1. Authorized the Mayor to execute a contract agreement with EMTS, Inc. (dba Elite Maintenance & Tree Services) for Parks Landscape maintenance services for partial year for Fiscal Year 2024-2025, and full years for Fiscal Year 2025-2026 and Fiscal Year 2026-2027 in the amount not to exceed \$344,722.19; and,
2. Authorized the City Manager to approve optional two three-year extensions subject to Consumer Price Index (CPI) increase with a cap of 2.5%; and,
3. Authorized a contingency of 10 percent of the contract amount.

E. Notice of Completion (NOC) for the Laurel Park Tennis Court Fence Replacement Project (RFP No. 2024-02) (Development Services)

The Laurel Park Tennis Court Fence Replacement Project (RFP No. 2024-02) has been completed. It is recommended that Council accept the work as complete, direct filing of the Notice of Completion (NOC), and authorize retention release to the contractor.

The City Council:

1. Accepted the completion of construction by Harris Steel Fence Co., Inc. for the Laurel Park Tennis Court Fence Replacement Project (RFP No. 2024-02); and,
2. Authorized the City Clerk to record the Notice of Completion/Final Report with the County Recorder's Office; and,

3. Authorized Staff to release the 5% retention to the contractor in the amount of \$4,659.00, thirty-five (35) days after recording of the Notice of Completion.

F. Notice of Completion (NOC) for the Laurel Park Tennis Court Resurfacing Project (RFP No. 2024-03) (Development Services)

The Laurel Park Tennis Court Resurfacing Project (RFP No. 2024-03) has been completed. It is recommended that the Council accept the work as completed, direct filing of the Notice of Completion (NOC), and authorize retention release to the contractor.

The City Council:

1. Accepted the completion of construction by Trueline Construction & Surfacing, Inc. for the Laurel Park Tennis Court Resurfacing Project (RFP No. 2024-03); and,
2. Authorized the City Clerk to record the Notice of Completion/Final Report with the County Recorder's Office; and,
3. Authorized Staff to release the 5% retention to the contractor in the amount of \$8,816.92, thirty-five (35) days after recording of the Notice of Completion.

14. DISCUSSION ITEM

A. Possible Zip Code Adjustment Submittal to the United States Postal Service (Administration)

This report outlines Councilmember Doby's request to evaluate the zip code assignment for properties within the City limits of Los Alamitos but currently assigned Long Beach zip codes. The impacted streets include Claremore Lane, Lilly Avenue, and Marna Avenue, located north of Coyote Creek.

Matt Lightner, Management Analyst, summarized the staff report.

Council Member Doby reiterated support, stating the pros far outweighed the cons, and it would assist our residents in ensuring timely delivery of their mail and packages. She stated support for moving forward with the request.

Motion/Second: Hibard/Nefulda

Unanimously Carried: The City Council authorized staff to submit findings regarding zip code allocations for Claremore Lane, Lilly Avenue, and Marna Avenue to the United States Postal Service (USPS) for review and consideration of potential reassignment.

15. COUNCIL ANNOUNCEMENTS

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

Council Member Hibard provided an update on the drainage ditch in the Rossmoor Highlands and indicated she would continue to walk her district to meet residents.

Council Member Nefulda wished everyone happy holidays.

Council Member Loe reported attendance at the Joint Forces Training Base Tree Lighting ceremony and Staff orientation.

Mayor Pro Tem Doby spoke regarding attendance at Winter Wonderland and wished everyone happy holidays.

Mayor Hasselbrink spoke regarding attendance at the Orange County Fire Authority Board meeting, Americana Awards Kickoff meeting, Winter Wonderland, upcoming swearing in for Airport Land Use Commission (ALUC), and appointment to the Community Services Committee. She wished everyone happy holidays.

16. ADJOURNMENT

Shelley Hasselbrink, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: January 21, 2025

ITEM NUMBER: 10B

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Craig Koehler, Director of Finance

Subject: 2025 Budget Calendar

SUMMARY

This report seeks to establish the 2025 budget calendar.

RECOMMENDATION

Approve the recommended budget calendar for 2025.

BACKGROUND

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

DISCUSSION

This item was discussed with the Budget Standing Committee at a Special Meeting held on January 7, 2025. To provide ample time for review, analysis, and revision of the fiscal year 2024-2025 proposed budget, staff recommends the following meetings with the Budget Standing Committee (BSC) and City Council:

February 10	BSC - Mid-year review of FY24-25 Budget
February 18	Regular City Council Meeting - Mid-year review of FY24-25 Budget
March 31	BSC Review #1 of FY25-26 draft budget
April 14	BSC Review #2 of FY25-26 draft budget
April 28	Regular City Council Meeting - Presentation of draft budget FY25-26
May 5	BSC Review #3 of FY25-26 draft budget (if needed)
May 19	Regular City Council Meeting - Budget adoption (Public Hearing)

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

FISCAL IMPACT

None.

Attachment: None

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: January 21, 2025

ITEM NUMBER: 10C

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Chelsi Wilson, Administrative Services Manager

**Subject: Police Officer Association (POA); Hiring Referral Incentive Program
Side Letter**

SUMMARY

This item seeks approval of the Police Officers Association (POA) side letter amending April 1, 2024, to June 30, 2028, Memorandum of Understanding (MOU) between the City of Los Alamitos ("City") and the Los Alamitos Police Officers Association ("POA").

RECOMMENDATION

1. Adopt Resolution No.2025-01, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING A SIDE LETTER AGREEMENT REGARDING THE HIRING REFERRAL INCENTIVE PROGRAM AMENDING THE APRIL 1, 2024 TO JUNE 30, 2028 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS ALAMITOS ("CITY") AND THE LOS ALAMITOS POLICE OFFICERS ASSOCIATION ("POA"); and,
2. Authorize the Mayor to execute the side letter agreement amending the Police Officers Association (POA) Memorandum of Understanding (MOU) to include a Hiring Referral Incentive Program.

BACKGROUND

The purpose of the Hiring Referral Incentive Program is to provide the City Manager or designee with additional recruitment tools to attract highly qualified, performance-oriented lateral candidates for the specific classifications of Police Officer that are deemed "Difficult to Recruit" within the City of Los Alamitos Police Department.

DISCUSSION

Any Police Officer Association member who successfully refers a lateral police officer who is offered and accepts employment with the Department in a sworn position may be eligible to receive up to Nine Thousand Dollars (\$9,000), paid in three \$3,000 increments as follows:

- The Referral incentive shall provide the current employee with Three Thousand Dollars (\$3,000) upon the referred lateral police officer's initial hire;
- The Referral incentive shall provide the current employee with Three Thousand Dollars (\$3,000) upon completion of training by the new hire; and,
- The Referral incentive shall provide the current employee with Three Thousand Dollars

(\$3,000) upon the new hire's completion of the probationary period.

To qualify as lateral police officers for purposes of this Referral Incentive, lateral candidates must currently be employed as peace officers with a California law enforcement agency and possess a California POST Basic Certificate. The police chief will make the final determinations regarding eligibility.

These payments are unconnected to performance and shall not be reflected in any City pay or salary schedule, shall not be the basis for any future negotiated salary increases, and shall not be reported as compensation earnable.

Members of the City's recruitment team and any employee who works a recruitment event shall be eligible for this referral bonus, but only for an employee they recruit separate and apart from their duties as a member of the recruitment team or participation in the recruitment event.

FISCAL IMPACT

The financial impact of the Hiring Referral Incentive Program will be incorporated into future Police Department budgets.

- Attachment:
1. Resolution No. 2025-01 - POA Hiring Referral Incentive Program
 2. Exhibit A - POA Side Letter

RESOLUTION NO. 2025-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING A SIDE LETTER AGREEMENT REGARDING THE HIRING REFERRAL INCENTIVE PROGRAM AMENDING THE APRIL 1, 2024 TO JUNE 30, 2028 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS ALAMITOS (“CITY”) AND THE LOS ALAMITOS POLICE OFFICERS ASSOCIATION (“POA”)

WHEREAS, on April 29, 2024, the City Council adopted Resolution 2024-12 approving the Memorandum of Understanding between the City of Los Alamitos and the Police Officers Association (the “MOU”); and,

WHEREAS, the City now desires to amend the MOU to add the Hiring Referral Incentive Program.

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

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

SECTION 2. The City Council hereby approves the Side Letter Agreement, attached hereto as Exhibit A, supplementing the MOU and creating a Hiring Referral Incentive program.

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

PASSED, APPROVED, AND ADOPTED this 21st day of January, 2025.

Shelley Hasselbrink, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 18th day of January 21, 2025 by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

**SIDE LETTER AGREEMENT AMENDING
THE APRIL 1, 2024 TO JUNE 30, 2028
MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LOS ALAMITOS ("CITY")
AND THE LOS ALAMITOS POLICE OFFICERS ASSOCIATION ("POA")**

The City of Los Alamitos ("City") and LOS ALAMITOS POLICE OFFICERS ASSOCIATION ("POA") (collectively, the "Parties"), having previously negotiated and executed a Memorandum of Understanding (MOU) for the period of APRIL 1, 2024 to JUNE 30, 2028, do hereby agree and adopt this Side Letter Agreement supplementing the MOU and creating a Hiring Referral Incentive Program as follows:

WHEREAS, to aid in the recruitment of lateral employees in the Police Officer classification, the City wishes to provide a cash incentive to police officers who refer lateral new hires for the City's Police Department.

WHEREAS any Unit member who successfully refers a lateral police officer who is offered and accepts employment with the Department in a sworn position, may be eligible to receive up to Nine Thousand Dollars (\$9,000), paid in three \$3,000 increments as follows:

The Referral Incentive shall provide the current employee with Three Thousand Dollars (\$3,000) upon the referred lateral police officer's initial hire;

The Referral incentive shall provide the current employee with Three Thousand Dollars (\$3,000) upon completion of training by the new hire; and,

The Referral Incentive shall provide the current employee with Three Thousand Dollars (\$3,000) upon the new hire's completion of the probationary period.

In order to qualify as a lateral police officer for purposes of this Referral Incentive, lateral candidates will be required to currently be employed as a peace officer with a California law enforcement agency and possess a California POST Basic Certificate. Final determinations for eligibility shall be made by the Police Chief.

These payments are unconnected to performance and shall not be reflected in any City pay or salary schedule, shall not be the basis for any future negotiated salary increases, and shall not be reported as compensation earnable.

Members of the City's recruitment team and any employee who works a recruitment event shall be eligible for this referral bonus, but only for an employee they recruit separate and apart from their duties as a member of the recruitment team or participation in the recruitment event.

This Referral Incentive program will be discontinued once the City has expended a total of Thirty-Six Thousand Dollars (\$36,000) in Referral Incentive payments.

Employees will be required to complete a written acknowledgment form providing the referred lateral police officer's name prior to any application being submitted to receive the Referral Incentive payment(s). No more than one City employee per hired lateral police officer will be provided the Referral Incentive payment(s). City employees are permitted to receive multiple incentive payment(s) for multiple referrals they make.

**LOS ALAMITOS POLICE OFFICERS
ASSOCIATION**

CITY OF LOS ALAMITOS

By: _____
Evan Flynn, President

By: _____
Shelley Hasselbrink, Mayor

Date: _____

Date: _____

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: January 21, 2025

ITEM NUMBER: 10D

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Auction of City Vehicles and Equipment

SUMMARY

This item sets forth a recommendation to auction City vehicles and equipment valued between \$1,000-\$6,000.

RECOMMENDATION

Authorize the listed equipment and fleet as surplus and authorize its auction and disposal in accordance with Los Alamitos Municipal Code (LAMC), Section 2.60.040.

BACKGROUND

The City of Los Alamitos has accumulated vehicles and street maintenance equipment that have exceeded their useful life and are no longer viable for ongoing use. These assets have become obsolete due to policy, age, wear, and technological advancements, thus no longer serving a practical purpose for operations. As such, these vehicles and equipment no longer meet the City's needs, nor are they expected to do so in the future.

According to Section 2.60.020(H) of the Los Alamitos Municipal Code (LAMC), the City Manager, in his capacity as Purchasing Officer, is authorized to recommend the sale or disposition of any supplies and equipment deemed unsuitable for City use with Council approval. This provision provides the legal framework for the City to dispose of surplus assets that are no longer of value to the organization.

DISCUSSION

The table below outlines the estimated auction values for the vehicles, which were determined in collaboration with the City's Fleet Management Company, Enterprise, whom will oversee the sale process. The Skip Loader (#502422578) is over twenty years old and is no longer in working condition. The only option is to donate it with no estimated auction value in return.

2024 Proposed Equipment and Vehicle Surplus		
Item	Previous Vehicle/Equipment Use	Estimated Auction Value
1999 Chevrolet 2500	Public Works	\$1,000-\$2,000

VIN 1GCGSBEN1N1153707		
2016 Dodge Charger VIN 2C3CDXAT5GH188334	Police Department	\$5,000-\$6,000
Skip Loader Serial No. 502422578	Public Works	Donation

FISCAL IMPACT

The equipment and vehicle surplus described in the table has an estimated auction value between \$1,000-\$6,000. When the items are sold at auction, the revenue will be placed in the Sale of Property Account No. 50-4830.

Attachment: None

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: January 21, 2025

ITEM NUMBER: 10E

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Approval of Final Parcel Map 2022-133 (4665 Lampson Project)

SUMMARY

This item is to adopt Resolution No. 2025-02 approving the final Parcel Map 2022-133 for Finance and Conveyance Purposes, located at 4665 Lampson Avenue, which is ready for submission to the County Recorder's Office for final review (Applicant: Lampson Park Place, LLC).

RECOMMENDATION

1. Adopt Resolution No. 2025-02 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING PARCEL MAP NO. 2022-133 FOR THE PROPERTY LOCATED AT 4665 LAMPSON AVE"; and,
2. Direct the City Clerk to endorse the certificate on the title sheet of Parcel Map 2022-133, which embodies the approval of said maps, and submit the maps to the County of Orange Recorder's Office.

BACKGROUND

On November 18, 2024, Resolution No. 2024-45 of the City Council of the City of Los Alamitos was adopted, which approved Tentative Parcel Map 2022-133 for finance and conveyance purposes and Vesting Tentative Tract Map No. 19263 for condominium purposes, located at 4655 Lampson Ave.

DISCUSSION

Recording of the final map is a requirement of the conditions contained in Resolution No. 2024-45, and also a requirement of the Los Alamitos Municipal Code Section 16.06.050 and Section 66426 of the California Government Code (Subdivision Map Act). The applicant has prepared the final parcel map for the proposed subdivision and has submitted it to the City for approval and recording. The City Engineer has reviewed the submitted Final Parcel Map and all associated documentation, and is satisfied that the Final Parcel Map substantially complies with the Tentative Parcel Map for the subject property and the conditions of approval.

The County of Orange Surveyor's Office has also reviewed and approved the Parcel Map 2022-133 and has certified to the technical correctness and its compliance with the provisions of the Subdivision Map Act.

FISCAL IMPACT

None.

Attachment: 1. Resolution 2025-02- Final Parcel Map: 4655 Lampson Ave
 2. Exhibit A - Parcel Map 2022-133

RESOLUTION NO. 2025-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING PARCEL MAP NO. 2022-133 FOR THE PROPERTY LOCATED AT 4655 LAMPSON AVE

WHEREAS, on November 18, 2024, Resolution No. 2024-45 of the City Council of the City of Los Alamitos was adopted, which approved Tentative Parcel Map 2022-133 for finance and conveyance purposes and Vesting Tentative Tract Map No. 19263 for condominium purposes, located at 4655 Lampson Ave, Los Alamitos, California; and,

WHEREAS, all necessary documentation associated with this parcel has been reviewed by the City Engineer; and,

WHEREAS, the Final Parcel Map is substantially in compliance with the previously approved Tentative Parcel Map; and,

WHEREAS, on November 18, 2024, Resolution No. 2024-44, of the City Council of the City of Los Alamitos was adopted, which certified the final environmental impact report, adopted a statement of overriding considerations and adopted a mitigation monitoring and reporting plan for the project located at 4665 Lampson Ave; and,

WHEREAS, the Los Alamitos Municipal Code describes the local process for Final Map requirements in Chapter 16.26; and,

WHEREAS, the City Council has made the finding that none of the conditions for mandatory denial exist relative to the proposed subdivision, in accordance with Section 66474, 66474.1 and 66474.2 of the Subdivision Map Act; and,

WHEREAS, the City Council finds that the proposed use together with the provisions for its design and improvement, is consistent with the General Plan as required by Title 7, Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of the California Government Code, or any specific plan adopted pursuant to Title 7, Article 8 (commencing with Section 65450) of Chapter 3 of Division 1 of the California Government Code; and,

WHEREAS, the City Council finds that Parcel Map No. 2022-133 satisfies the provisions of the Subdivision Map Act, Los Alamitos Municipal Code and the Conditions of Approval.

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

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

SECTION 2. The City Council of the City of Los Alamitos, California hereby approves Parcel Map No. 2022-133, Exhibit A.

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

PASSED, APPROVED, AND ADOPTED this 21st day of January 2025.

Shelley Hasselbrink, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk, of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 21st day of January, 2025, by the following vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

SHEET 1 OF 2 SHEETS
NUMBERED PARCELS: 2
GROSS AREA: 12.367 ACRES
NET AREA: 12.219 ACRES
ALL OF TENTATIVE PARCEL
MAP NO. 2022-133

PARCEL MAP NO. 2022-133

IN THE CITY OF LOS ALAMITOS, COUNTY OF ORANGE, STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP
4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS ALAMITOS, AS PER MAP FILED IN DECREE
OF PARTITION IN THE SUPERIOR COURT OF LOS ANGELES COUNTY, STATE OF CALIFORNIA,
CASE NO. 13527, A CERTIFIED COPY OF THE FINAL DECREE OF SAID CASE HAVING BEEN
RECORDED FEBRUARY 2, 1891, IN BOOK 14, PAGE 31 OF DEEDS OF SAID ORANGE COUNTY

DANE P. MCDOUGALL
L.S. 9297



DATE OF SURVEY:
OCTOBER 2022

ACCEPTED AND FILED
AT THE REQUEST OF
FIRST AMERICAN TITLE COMPANY

DATE _____
TIME _____ FEE \$ _____
INSTRUMENT NO. _____
BOOK _____ PAGE _____
HUGH NGUYEN
COUNTY CLERK-RECORDER
BY _____
DEPUTY

OWNERSHIP CERTIFICATE

WE THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND COVERED BY THIS MAP, DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP, AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

LAMPSON PARK PLACE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, OWNERS.

BY: _____ BY: _____
NAME: _____ NAME: _____
TITLE: _____ TITLE: _____

BENEFICIARY

HANKEY CAPITAL, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, BENEFICIARY UNDER A DEED OF TRUST RECORDED DECEMBER 6, 2021 AS INSTRUMENT NO. 2021000734415 OF OFFICIAL RECORDS.

BY: _____ BY: _____
NAME: _____ NAME: _____
TITLE: _____ TITLE: _____

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF _____ } SS

ON _____, BEFORE ME, _____,
NOTARY PUBLIC, PERSONALLY APPEARED _____

_____, WHO PROVED TO ME ON THE BASIS
OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE
WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN
HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE
INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED,
EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE
FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE _____ MY PRINCIPAL PLACE OF BUSINESS IS
NOTARY PUBLIC IN AND FOR SAID STATE IN _____ COUNTY

(NAME PRINTED) MY COMMISSION NO. _____
MY COMMISSION EXPIRES _____

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF _____ } SS

ON _____, BEFORE ME, _____,
NOTARY PUBLIC, PERSONALLY APPEARED _____

_____, WHO PROVED TO ME ON THE BASIS
OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE
WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN
HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE
INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED,
EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE
FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE _____ MY PRINCIPAL PLACE OF BUSINESS IS
NOTARY PUBLIC IN AND FOR SAID STATE IN _____ COUNTY

(NAME PRINTED) MY COMMISSION NO. _____
MY COMMISSION EXPIRES _____

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 (a)(3)(A) OF THE SUBDIVISION MAP ACT THE FOLLOWING
SIGNATURES HAVE BEEN OMITTED:

CITY OF SEAL BEACH, A MUNICIPAL CORPORATION, HOLDER OF AN EASEMENT FOR INSTALLATION
AND MAINTENANCE OF PUBLIC UTILITIES AND IMPROVEMENTS PER DOCUMENT RECORDED JUNE 21,
1973 IN BOOK 10762, PAGE 82 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, A CALIFORNIA CORPORATION, HOLDER OF AN EASEMENT
FOR INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND IMPROVEMENTS PER DOCUMENT
RECORDED SEPTEMBER 13, 1973 IN BOOK 10898, PAGE 202 OF OFFICIAL RECORDS.

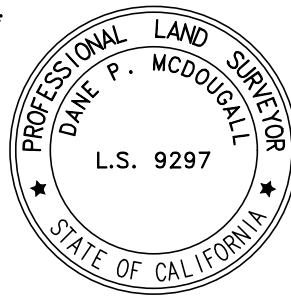
UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE ADMINISTRATOR OF GENERAL SERVICES,
HOLDER OF A RIGHT OF ACCESS TO ALL PORTIONS OF THE PROPERTY FOR THE PURPOSES OF
ENVIRONMENTAL INVESTIGATION, REMEDIATION, OR OTHER CORRECTIVE ACTION PURPOSES AS
RESERVED IN A DOCUMENT RECORDED DECEMBER 06, 2021 AS INSTRUMENT NO. 2021000734414
OF OFFICIAL RECORDS.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY
IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE
AT THE REQUEST OF LAMPSON PARK PLACE, LLC IN OCTOBER 2022. I HEREBY STATE THAT ALL
MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED; AND THAT SAID
MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT
THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, IF
ANY.

DATED THIS _____ DAY OF _____, _____.

DANE P. MCDOUGALL
L.S. 9297



COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT ALL MAPPING
PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH AND I AM SATISFIED SAID
MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, _____.

LILY M. N. SANDBERG, CHIEF DEPUTY COUNTY SURVEYOR
L.S. 8402

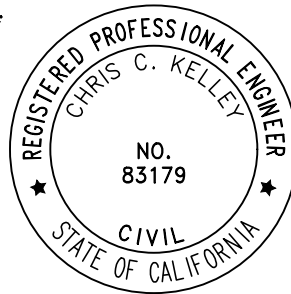


CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT TO BE SUBSTANTIALLY IN
CONFORMANCE WITH THE TENTATIVE MAP, IF REQUIRED, AS FILED WITH, AMENDED AND APPROVED
BY THE CITY PLANNING COMMISSION; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND
CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH.

DATED THIS _____ DAY OF _____, _____.

CHRIS C. KELLEY, R.C.E. 83179
ACTING CITY ENGINEER
CITY OF LOS ALAMITOS

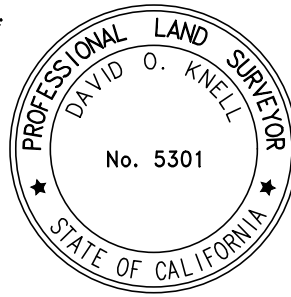


CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT IT CONFORMS WITH THE
MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT AND I AM SATISFIED SAID MAP IS TECHNICALLY
CORRECT IN ALL ASPECTS NOT STATED TO BY THE COUNTY SURVEYOR.

DATED THIS _____ DAY OF _____, _____.

DAVID O. KNELL, P.L.S. 5301
ACTING CITY SURVEYOR
CITY OF LOS ALAMITOS



CITY CLERK'S CERTIFICATE

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS
CITY OF LOS ALAMITOS }

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF THE
CITY OF LOS ALAMITOS AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF
_____, _____ AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER
DULY PASSED AND ENTERED, APPROVE SAID MAP.

AND DID ALSO APPROVE SAID MAP PURSUANT TO THE PROVISIONS OF SECTION 66436(a)(3)(A) OF
THE SUBDIVISION MAP ACT.

DATED THIS _____ DAY OF _____, _____.

WINDMERA QUINTANAR, MMC
CITY CLERK
CITY OF LOS ALAMITOS

COUNTY TREASURER-TAX COLLECTOR'S CERTIFICATE

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS
AGAINST THE LAND COVERED BY THIS MAP OR ANY PART THEREOF FOR UNPAID STATE, COUNTY,
MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR
SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET PAYABLE.

AND DO CERTIFY TO THE RECORDER OF ORANGE COUNTY THAT THE PROVISIONS OF THE
SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH REGARDING DEPOSITS TO SECURE PAYMENT OF
TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND COVERED BY THIS MAP.

DATED THIS _____ DAY OF _____, _____.

SHARI L. FREIDENRICH BY: _____
COUNTY TREASURER-TAX COLLECTOR TREASURER - TAX COLLECTOR

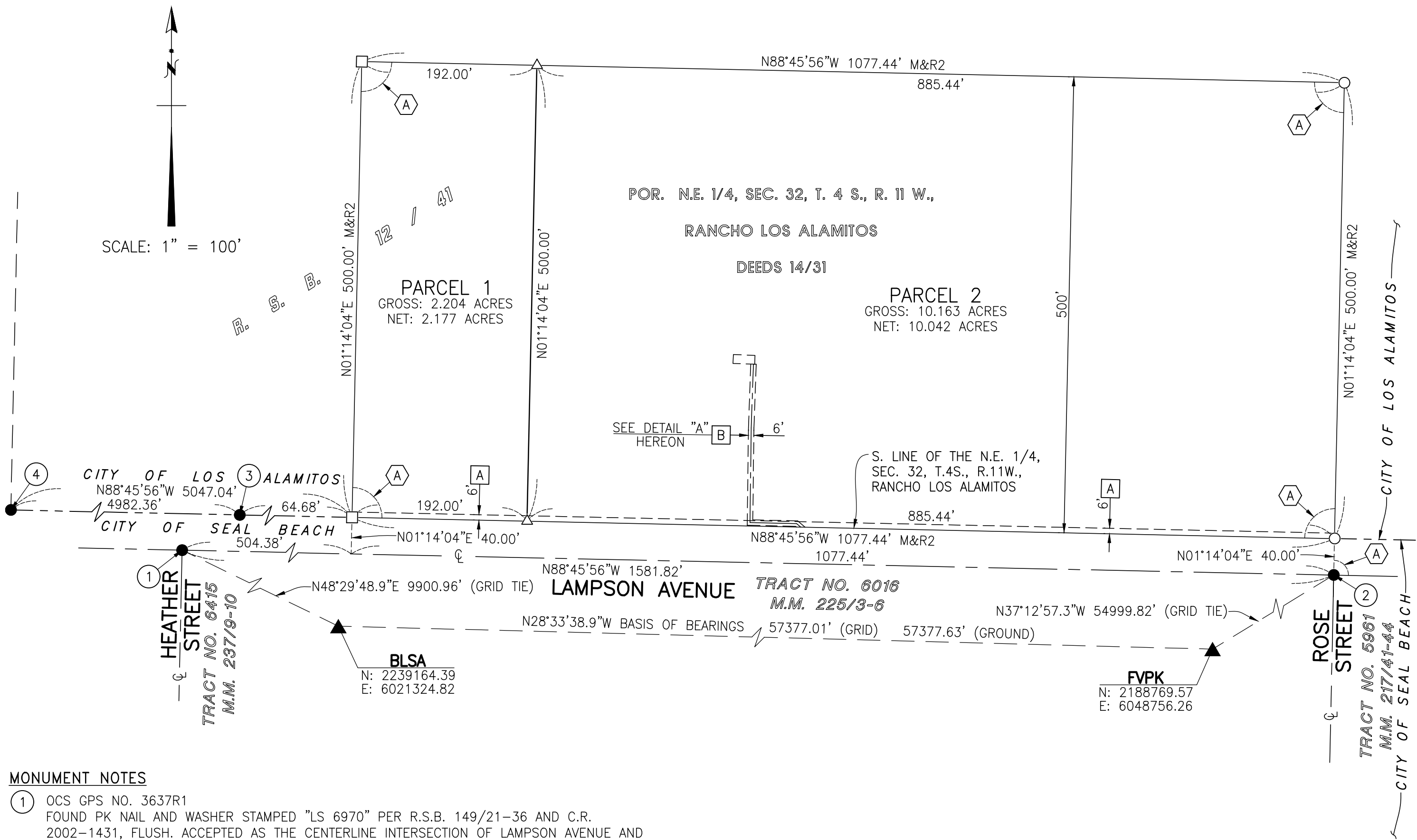
SHEET 2 OF 2 SHEETS
NUMBERED PARCELS: 2
GROSS AREA: 12.367 ACRES
NET AREA: 12.219 ACRES
ALL OF TENTATIVE PARCEL
MAP NO. 2022-133

PARCEL MAP NO. 2022-133

IN THE CITY OF LOS ALAMITOS, COUNTY OF ORANGE, STATE OF CALIFORNIA
DANE P. MCDOUGALL
L.S. 9297

C&V
CONSULTING, INC.

DATE OF SURVEY:
OCTOBER 2022



MONUMENT NOTES

- ① OCS GPS NO. 3637R1
FOUND PK NAIL AND WASHER STAMPED "LS 6970" PER R.S.B. 149/21-36 AND C.R. 2002-1431, FLUSH. ACCEPTED AS THE CENTERLINE INTERSECTION OF LAMPSON AVENUE AND HEATHER STREET.
 - ② FOUND GEAR SPIKE AND WASHER STAMPED "LS 6970" PER C.R. 2002-1432, FLUSH. ACCEPTED AS THE CENTERLINE INTERSECTION OF LAMPSON AVENUE AND ROSE STREET.
 - ③ FOUND OPEN 2" IRON PIPE, DOWN 1.5'. ACCEPTED AS 2" IRON PIPE TAGGED "LS 2921" AT NORTHWEST CORNER OF TRACT NO. 6016, M.M. 225/3-6, AS SET PER R.S.B. 87/16-18.
 - ④ FOUND 3" BRASS DISK WITH CAST LETTERING "J.P. WARD", DOWN 3.0'. ACCEPTED AS THE SOUTHWEST CORNER, S.E. 1/4, N.E. 1/4, SEC. 31, T.4S., R.11W., RANCHO LOS ALAMITOS, PER PARCEL MAP NO. 2000-191, P.M.B. 317/16-18. NOTE: SAID PARCEL MAP INCORRECTLY DESCRIBES THE MONUMENT AS STAMPED "JC WARD".
- INDICATES FOUND MONUMENT AS NOTED.
 - ▲ INDICATES OCS PERMANENT CONTINUOUSLY OPERATING REFERENCE STATION (CORS).
 - SET 2" IRON PIPE TAGGED "LS 9297", FLUSH.
 - △ SET 1" IRON PIPE TAGGED "LS 9297", FLUSH.
 - SET SPIKE AND WASHER STAMPED "LS 9297 MCDOUGALL", FLUSH.

ESTABLISHMENT NOTES

- ① HELD RECORD ANGLE OF 90°00'00" PER R2

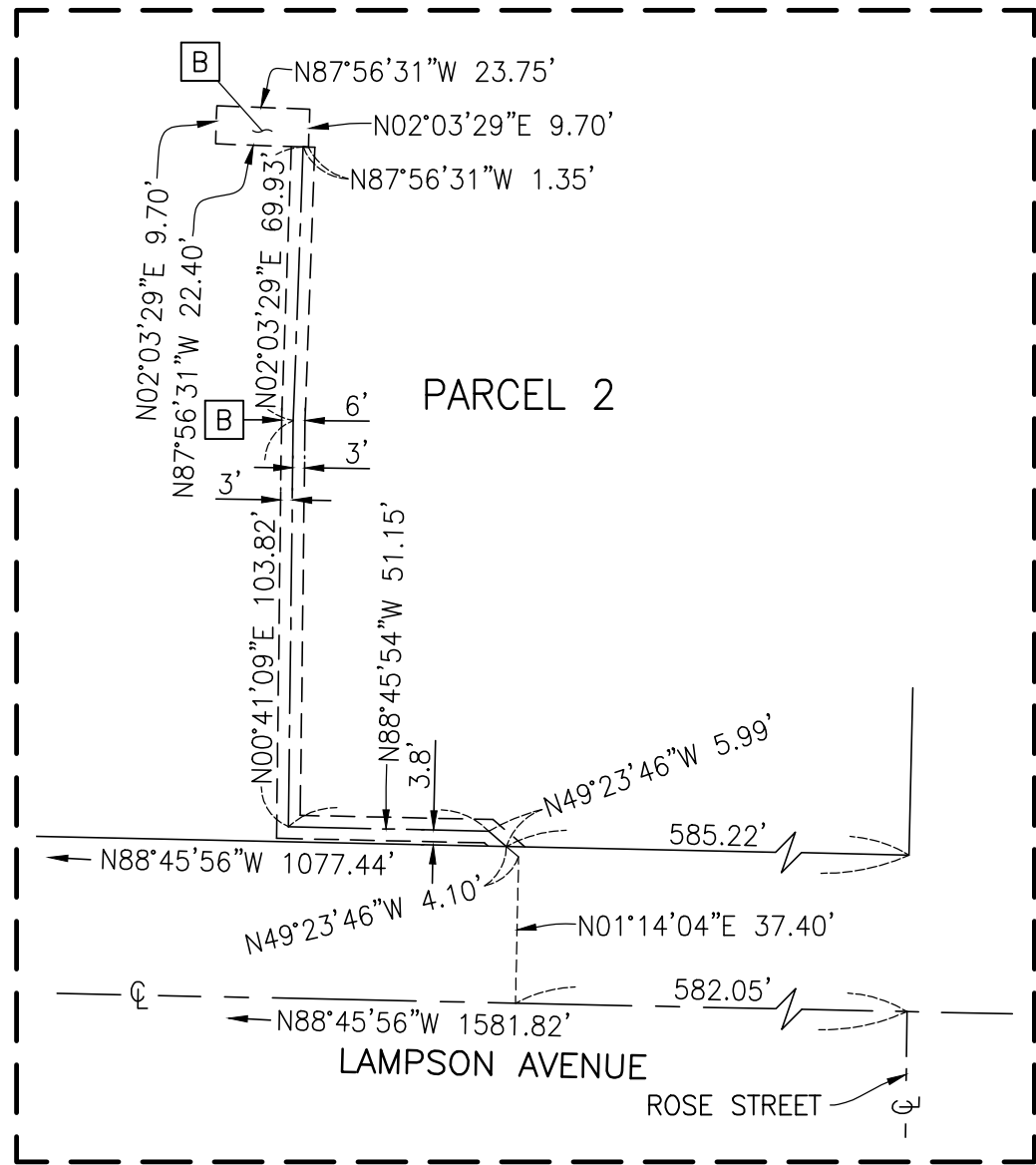
EASEMENT NOTES

- ① AN EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND IMPROVEMENTS AND INCIDENTAL PURPOSES IN FAVOR OF THE CITY OF SEAL BEACH, A MUNICIPAL CORPORATION, PER DOCUMENT RECORDED JUNE 21, 1973 IN BOOK 10762, PAGE 82 OF OFFICIAL RECORDS.
- ② AN EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND IMPROVEMENTS AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, A CALIFORNIA CORPORATION, PER DOCUMENT RECORDED SEPTEMBER 13, 1973 IN BOOK 10898, PAGE 202 OF OFFICIAL RECORDS.

A RIGHT OF ACCESS TO ALL PORTIONS OF THE PROPERTY FOR THE PURPOSES OF ENVIRONMENTAL INVESTIGATION, REMEDIATION, OR OTHER CORRECTIVE ACTION PURPOSES IN FAVOR OF THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE ADMINISTRATOR OF GENERAL SERVICES AS RESERVED IN R2. THE RIGHTS ARE TO ALL PORTIONS OF THE PROPERTY.

REFERENCES

- R1 - TRACT NO. 5961, M.M. 217/41-44
- R2 - QUITCLAIM DEED TO LAMPSON PARK PLACE, LLC PER DOCUMENT RECORDED DECEMBER 6, 2021 AS INSTRUMENT NO. 2021000734414 OF OFFICIAL RECORDS.



DETAIL "A"
SCALE: NONE

NOTES

- THERE ARE NO CONFLICTS WITH EXISTING VISIBLE IMPROVEMENTS AND THE EXTERIOR BOUNDARY LINE (DISTINCTIVE BORDER) OF THIS MAP AS ESTABLISHED HEREON.

DATUM STATEMENT

COORDINATES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, NAD83, (2017.50 EPOCH OCS GPS ADJUSTMENT).

ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES MULTIPLY GROUND DISTANCE BY 0.99998924 AT NORTHING 2233124.61, EASTING 6015398.69. (PROJECT SPECIFIC).

BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE VI, 1983 NAD 83, (2017.50 EPOCH OCS GPS ADJUSTMENT), AS DETERMINED LOCALLY BY A LINE BETWEEN CONTINUOUS GLOBAL POSITIONING STATIONS (CGPS) "FVPR" AND "BLSA" BEING NORTH 28°33'38.9" WEST AS DERIVED FROM GEODETIC VALUES PUBLISHED AND ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: January 21, 2025

ITEM NUMBER: 10F

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Amendment No. 11 with Clear Channel Outdoor, LLC for Bus Shelter License and Maintenance Agreement

SUMMARY

This item seeks approval of Amendment No. 11 with Clear Channel Outdoor, LLC to continue providing Bus Shelter License and Maintenance Services until December 31, 2025.

RECOMMENDATION

Authorize the Mayor to execute Amendment No. 11 of the Professional Services Agreement with Clear Channel Outdoor, LLC, with no fiscal impact and a term expiring on December 31, 2025.

BACKGROUND

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

Clear Channel has provided bus shelters and maintenance services to the City since 1991, with the current Professional Services Agreement (PSA) secured by a Request for Proposals (RFP) in 2006. According to the Agreement, Clear Channel purchased and installed 19 new bus shelters at no cost to the City. Clear Channel solicits advertising for the shelters and allows the City to use limited advertisement space at no cost while maintaining the shelters and benches twice weekly, keeping them free of litter, graffiti, and debris. Clear Channel will also sweep, clean, and empty trash receptacles as often as necessary to keep them functional and aesthetically pleasing.

DISCUSSION

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

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

The term of the agreement ended in November 2024. In an effort to provide additional time to consider all options and ensure continuity of services, staff seeks approval to extend the Agreement until December 31, 2025. Proposed Amendment No. 11 would provide staff time to assess the item further and bring back options at a future meeting for Council to consider.

FISCAL IMPACT

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

- Attachment:
1. Amendment No. 11 – Clear Channel Outdoor LLC
 2. Clear Channel Outdoor, Inc (2006)

**AMENDMENT NO. 11 TO BUS SHELTER LICENSE AND MAINTENANCE
SERVICES AGREEMENT**
Clear Channel Outdoor, LLC

This Amendment No. 11 to Bus Shelter License and Maintenance Services Agreement (“Amendment”) is made and entered into on this 21st day of January, 2025 by and between the City of Los Alamitos, a California charter city and municipal corporation, (“City”) and, Clear Channel Outdoor, LLC, a Delaware limited liability company, (“Contractor”).

RECITALS

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

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

C. The term of the Agreement was previously extended by Amendments Nos. 1 through 10, each of which are incorporated herein by this reference.

D. To ensure continued maintenance of the advertising bus shelters and until a new long-term Bus Shelter License and Maintenance Services Agreement is secured, City and Contractor desire to amend the Agreement to extend the term until December 31, 2025, subject to the terms and provisions of this Amendment.

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

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

“3.1.2 Term of Agreement. This Agreement shall continue in full force and effect until December 31, 2025, unless earlier terminated in accordance with Section 3.8 of this Agreement.”

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

3. The persons executing this Amendment on behalf of the parties hereto warrant that they are duly authorized to execute this Amendment on behalf of said parties and that by so executing the parties are formally bound to the provisions of this Amendment.

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

“City”

City of Los Alamitos

By: _____
Shelly Hasselbrink
Mayor

APPROVED AS TO FORM.

ATTEST:

Woodruff & Smart, APC

By: _____
Michael S. Daudt
City Attorney

By: _____
Windmera Quintanar, MMC
City Clerk

“Contractor”

Clear Channel Outdoor, LLC

By: _____
Greg McGrath
Regional President, California

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

1. PARTIES AND DATES.

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

2. RECITALS.

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

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

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

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

3. Terms.

3.1 Grant of License; Term of Agreement.

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

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

3.2 No Compensation to City; Permit Fees.

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

3.3 Removal of Existing Shelters.

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

3.4 Construction and Installation of New Shelters.

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

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

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

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

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

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

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

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

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

3.5 Operation, Repair and Maintenance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.6 Advertising.

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

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

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

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

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

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

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

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

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

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

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

3.7 Relocation of Shelters.

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

3.8 Termination.

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

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

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

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

3.9 Obligations Following Termination or Expiration of Agreement.

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

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

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

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

3.10 Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.11 Miscellaneous Provisions.

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

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

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

CONTRACTOR:

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

CITY:

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

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

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

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

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

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

3.11.7 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, including, without limitation, that agreement entered into between the Parties in 1991. This Agreement contains all of the covenants and understandings between the Parties with respect to the subject matter hereof, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, shall be effective only if executed in writing and signed by City and Contractor.

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

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

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

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

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

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

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

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

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

3.11.17 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-

insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

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

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

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

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

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

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

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

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

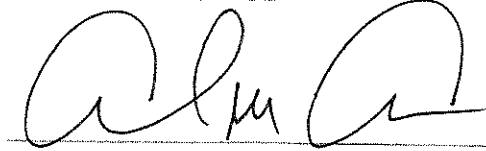
3.11.26 Right of First Refusal. During the term of this Agreement, City may request Contractor to provide additional advertising or non-advertising bus shelters under the same terms of this Agreement and in accordance with applicable law. Approval of such additional bus shelters shall be by mutual written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

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

[SIGNATURES ON NEXT PAGE]

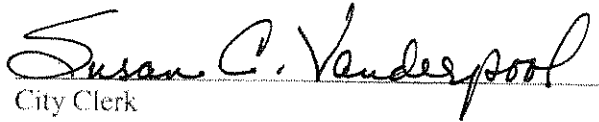
CITY OF LOS ALAMITOS

By:



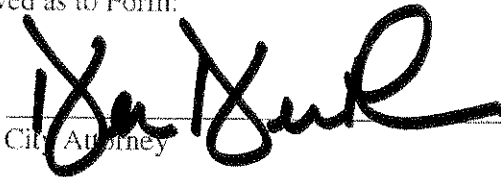
Mayor

Attest:



City Clerk

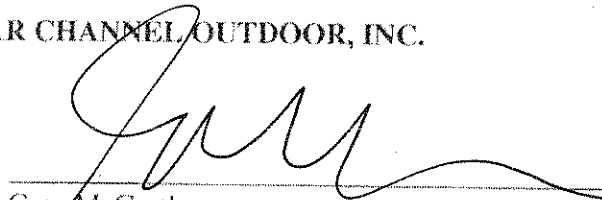
Approved as to Form:



City Attorney

CLEAR CHANNEL OUTDOOR, INC.

By:



Greg McGrath
President, Southern California Division

EXHIBIT "A"
DESIGN OF NEW SHELTERS

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

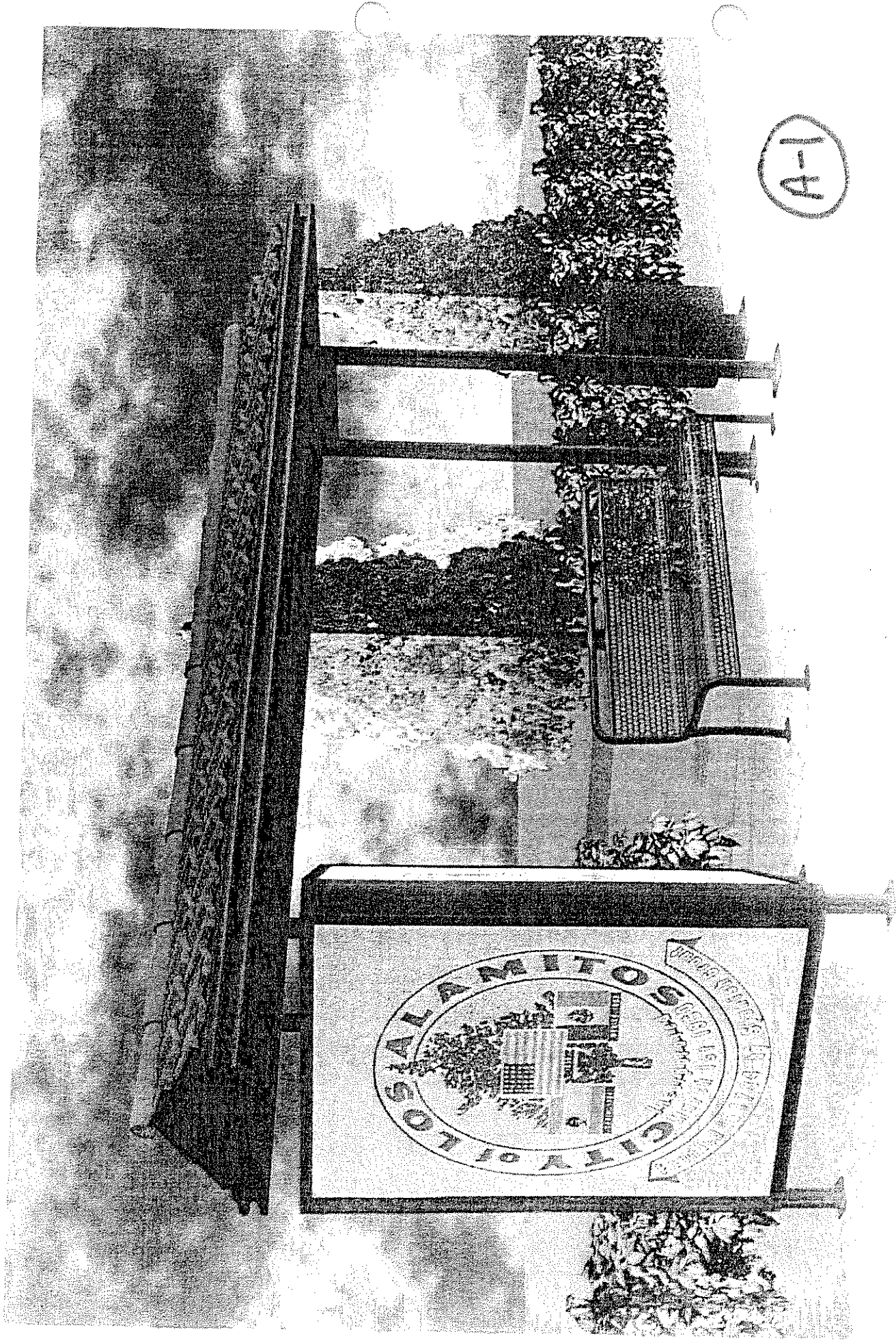


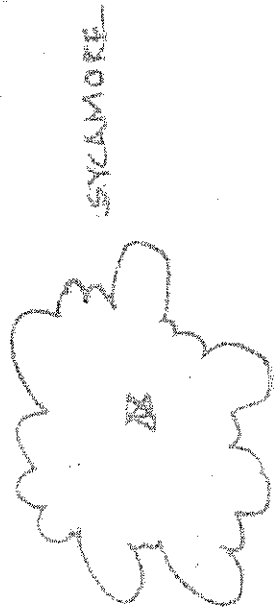
EXHIBIT "B"
LOCATIONS OF NEW SHELTERS

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

BUS SHELTER LOCATIONS

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

B-1



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

LAWN

SIDEWALK

LAWN

CURB

13' SHELTER W/48" AD BOX

LAWN

NO. 1.

SB KATELLA AVE. OPP. CIVIC CENTER PK.

BUS STOP

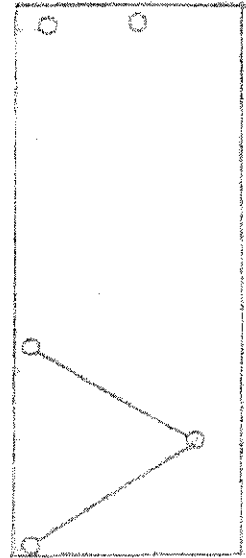
B-2

FISH CO. PARKING LOT

1/2"

1/4" = 1'

LAWN



WATER MEATER

SIDEWALK

LIGHT POLE

13' SHELTER W/48" AD BOX

CURB

BUS STOP

SR LOS ALAMITOS BLVD. VS KATELLA

NO. 2

B-3

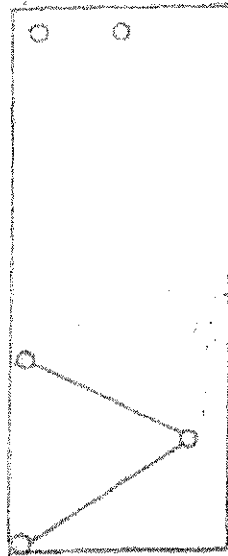
1/4" = 1'

BRICK WALL

SIDEWALK

LAWN

VALVE BOX



13' SHELTER W/48" AD BOX

CURB

B-4

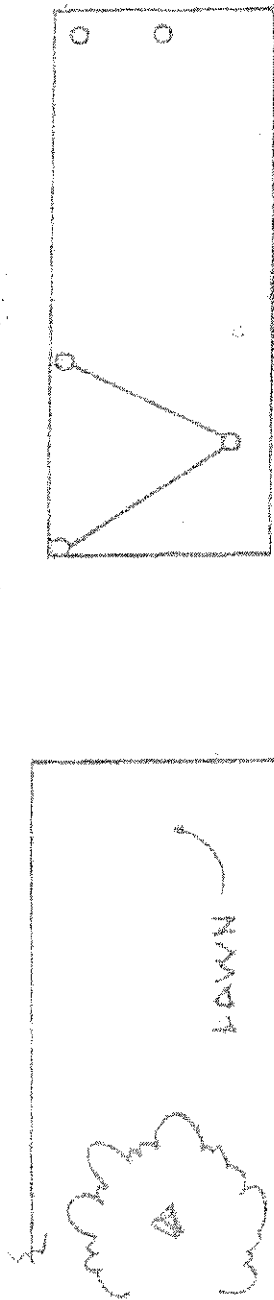
BUS STOP SE LOS ALAMITOS OPP. FARQUHAR NO. 3.

7

K' = 1'

BRICK WALL

SIDEWALK



CAPE MYRTLE

13' SHELTER W/48" AD BOX

CURB

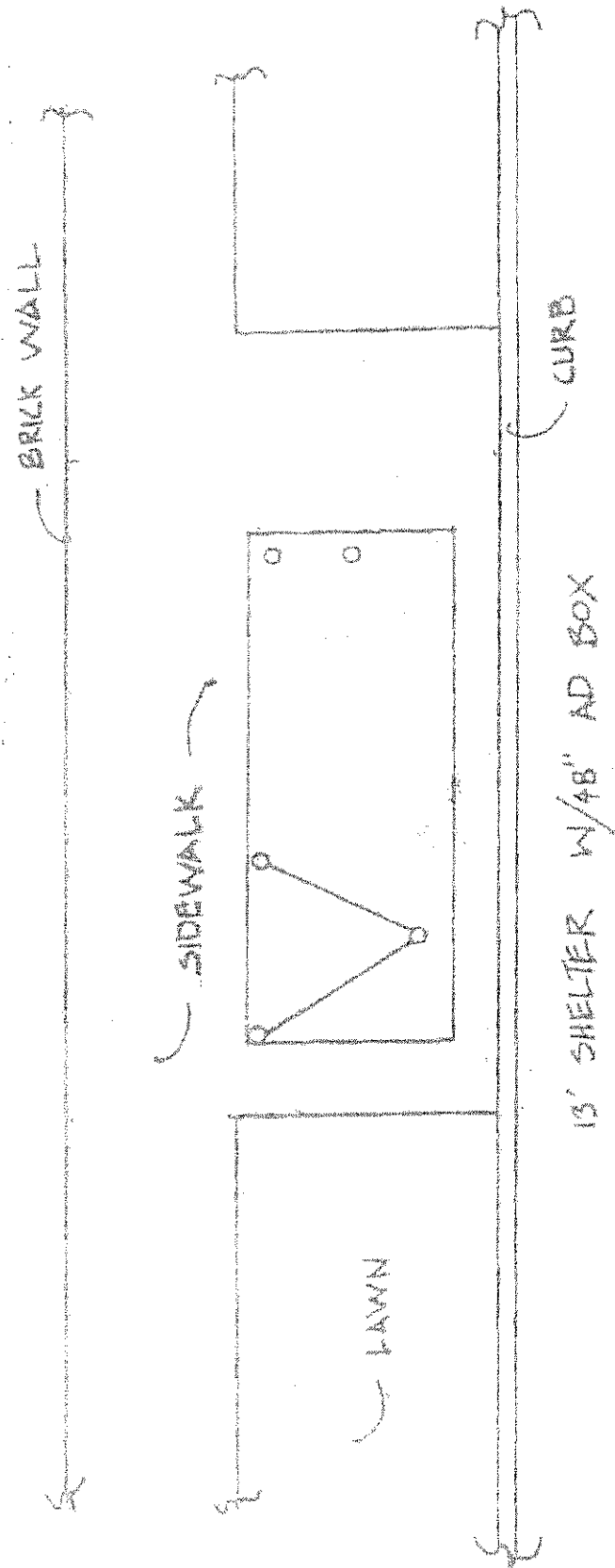
BUS STOP

SB LOS ALAMITOS FS ORANGEWOOD

NO. 4

B-5
20

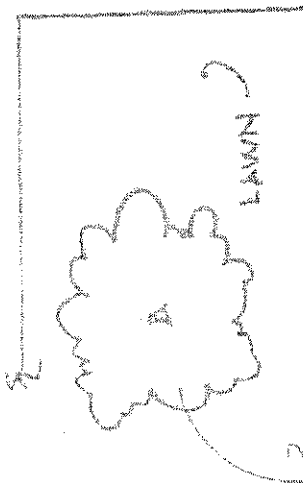
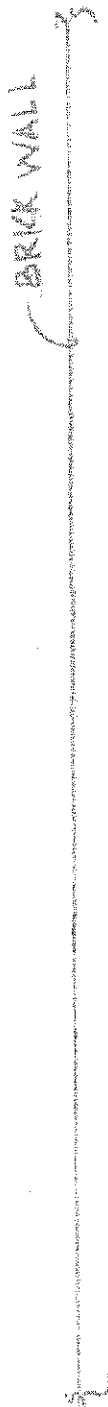
$\frac{1}{4}'' = 1'$



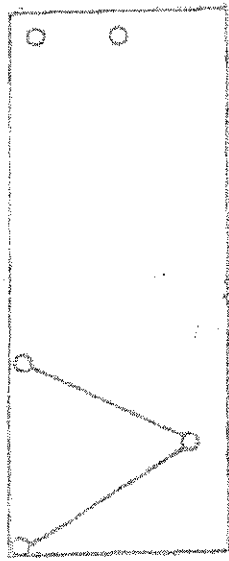
B-6 BUS STOP SB LOS ALAMITOS FS ROSSMOOR NO. 5.



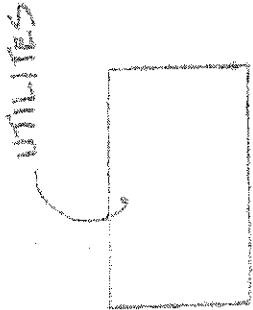
$Y_{10} = 1'$



CAPE MYRTLE



13' SHELTER W/48" AD BOX



6-7

BUS STOP

NB LOS ALAMITOS FS BRADBURY

NO. 6.

Scale 1" = 10'

1/4" = 1'

BRICK WALL

SIDEWALK

LAWN

13' SHELTER W/48" AD BOX

CURB

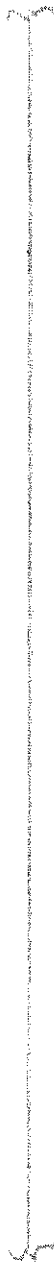
B-23-8

BILLS STOP

NB LOS ALAMITOS FS ROSSMOOR WAY

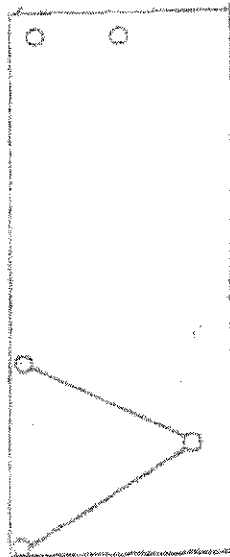
NO 7.

1/2" = 1'



SIDEWALK

LAWN



13' SHELTER W/ 13' AD BOX CURB

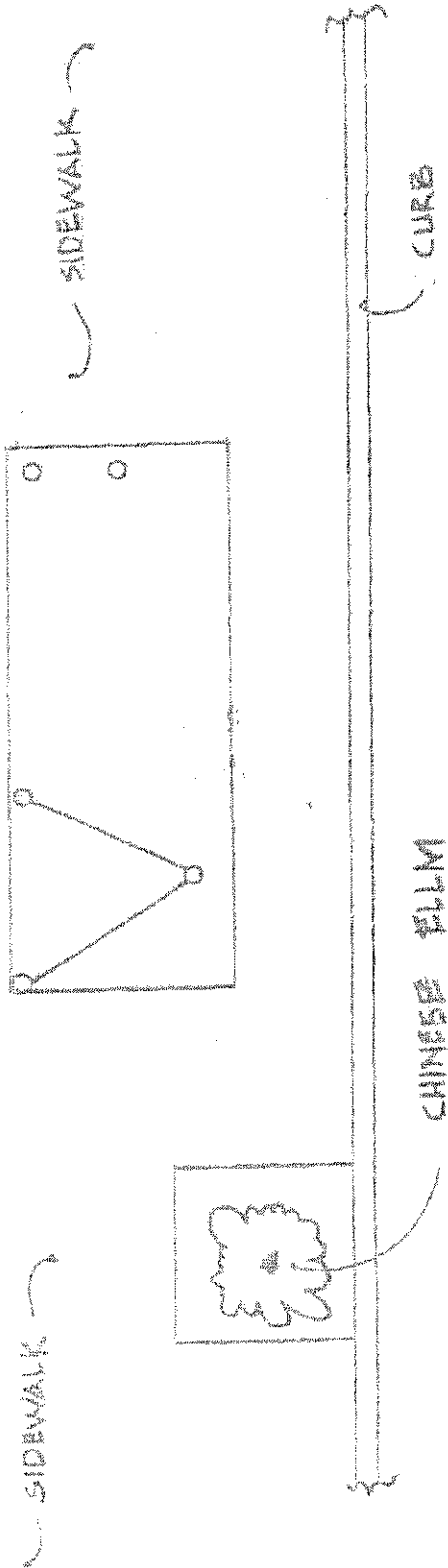
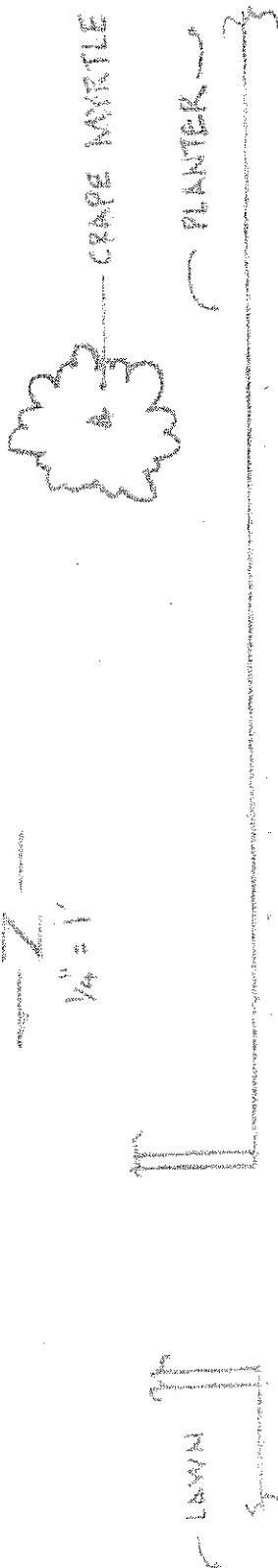
200-9

BLISS STOP

NB LOS ALAMITOS FS ORANGEWOOD

NO. 8.

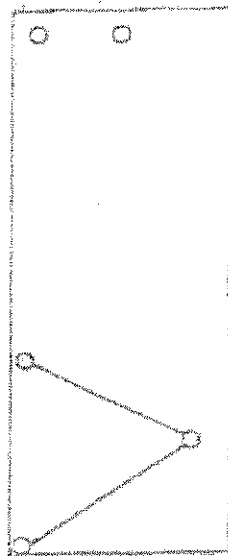
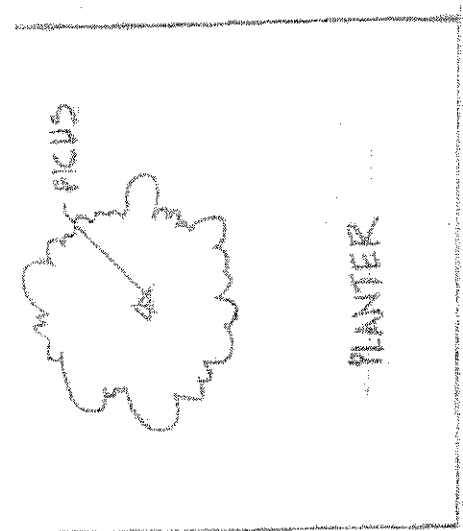
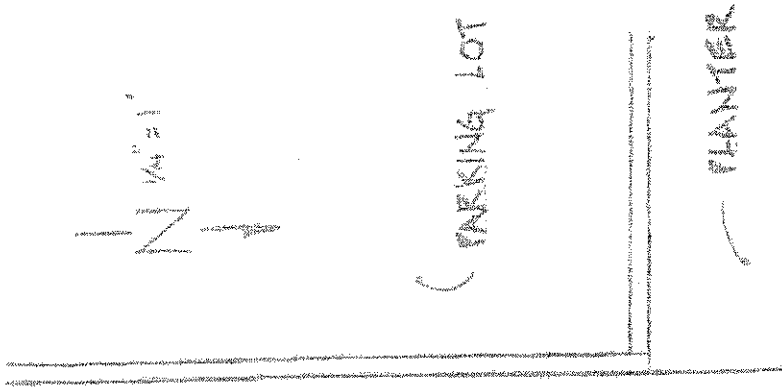
1/4" = 1'



B-10

BIG STOP NO. 9.

NB LOS ALAMITOS IS FARGUWAY



SIDEWALK

13' SHELTER W/48" AD BOX

20
B-111

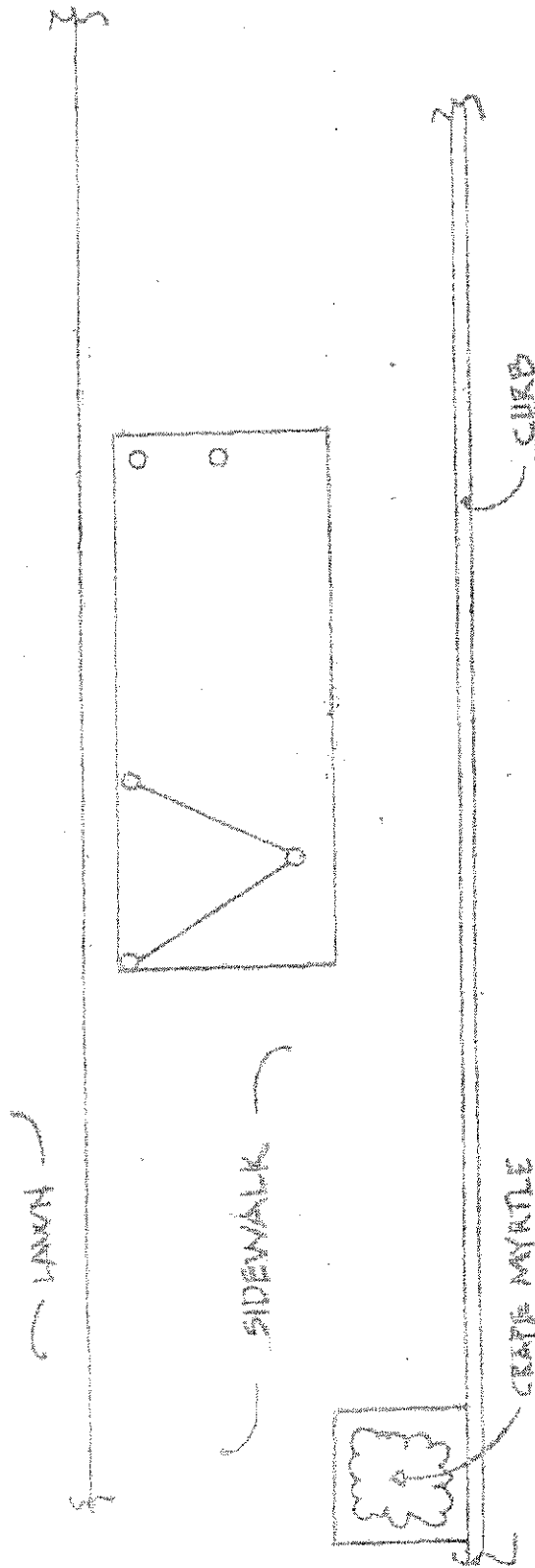
BILLS STOP

SA KATELLA 42 NDEL

NO. 10

1 N 1/4 = 1"

SYCAMORE



13' SHELTER W/48" AD BOX

(B-12)

B-1/5 STOP

WES KATELLA IS PORTAL

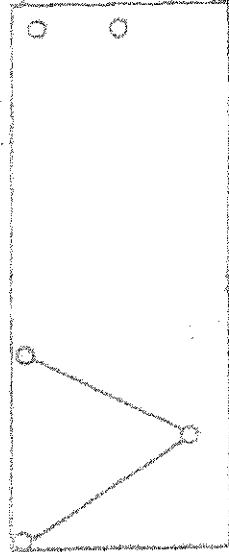
NO. 12. 11



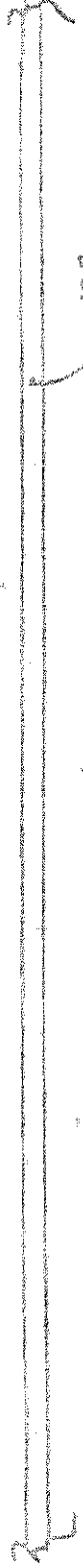
1/4" = 1'



LAWN



SIDEWALK



CURB

13' SHELTER W/18" AD BOX

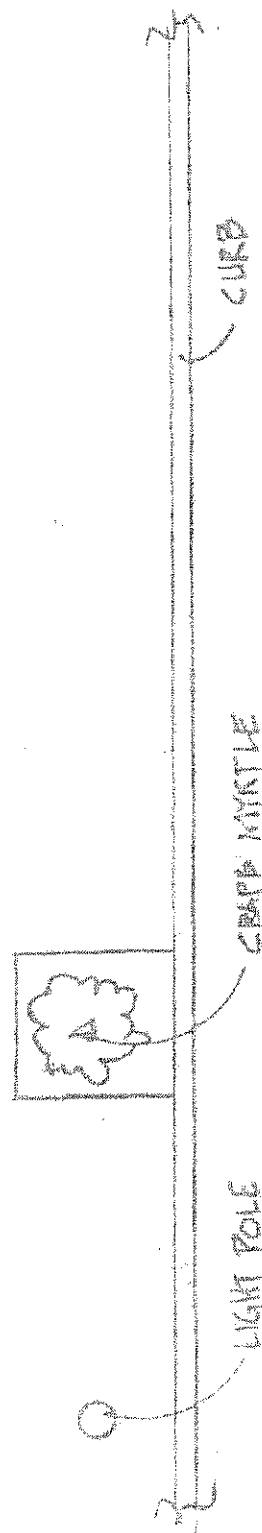
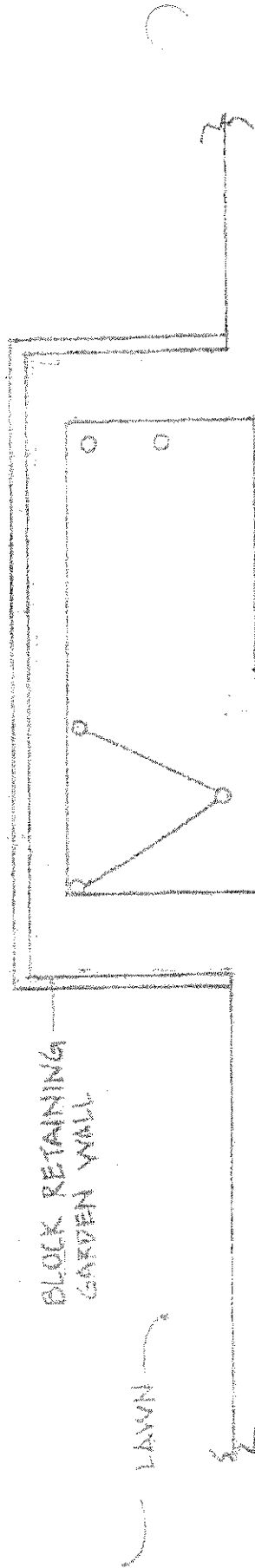
B-13

BUS STOP NB LOS ALMITOS ES KATELLA

NO. 12. 12.



1/4" = 1'

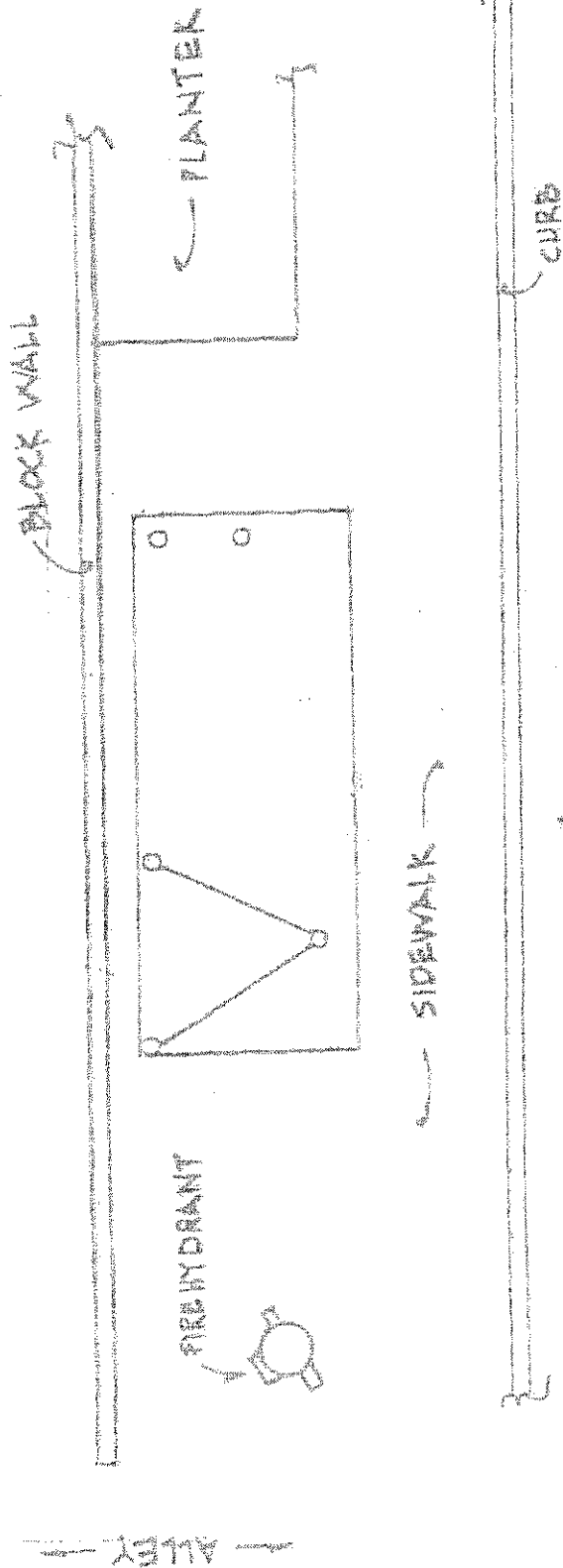


13' SHELTER w/48" AD BOX

B-14

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

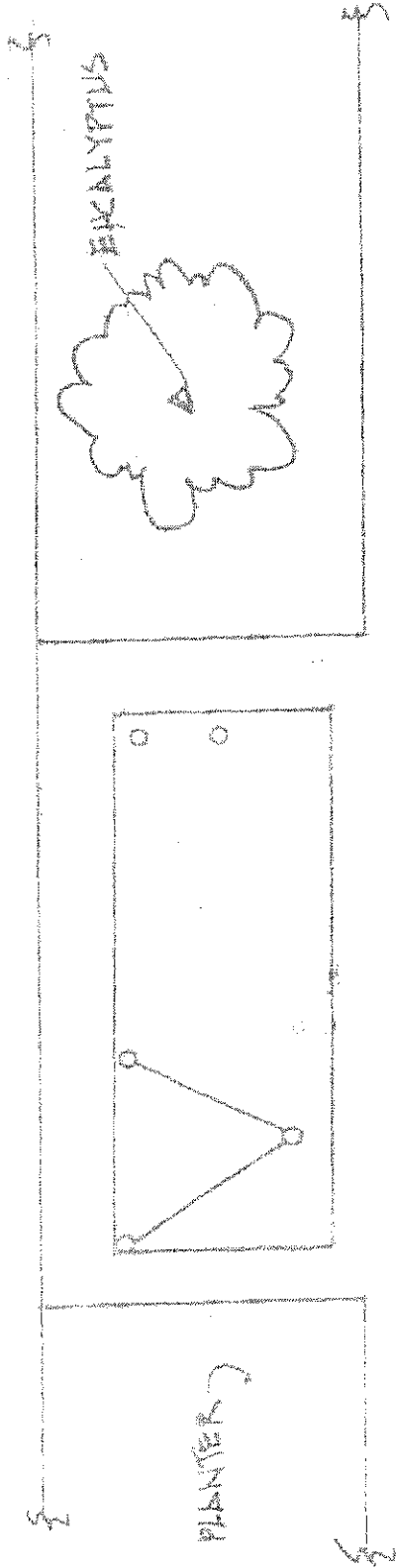
↑ N
 $V_{\text{max}} = 1'$
 ↓



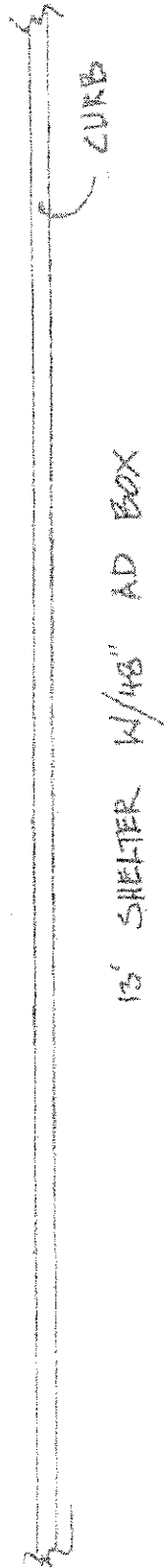
13' SHELTER W/48" AD BOX

(B-15th)

BUS STOP WB KATELLA FS WALNUT NO. 20. 14



SIDEWALK

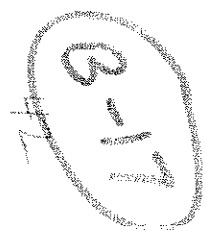
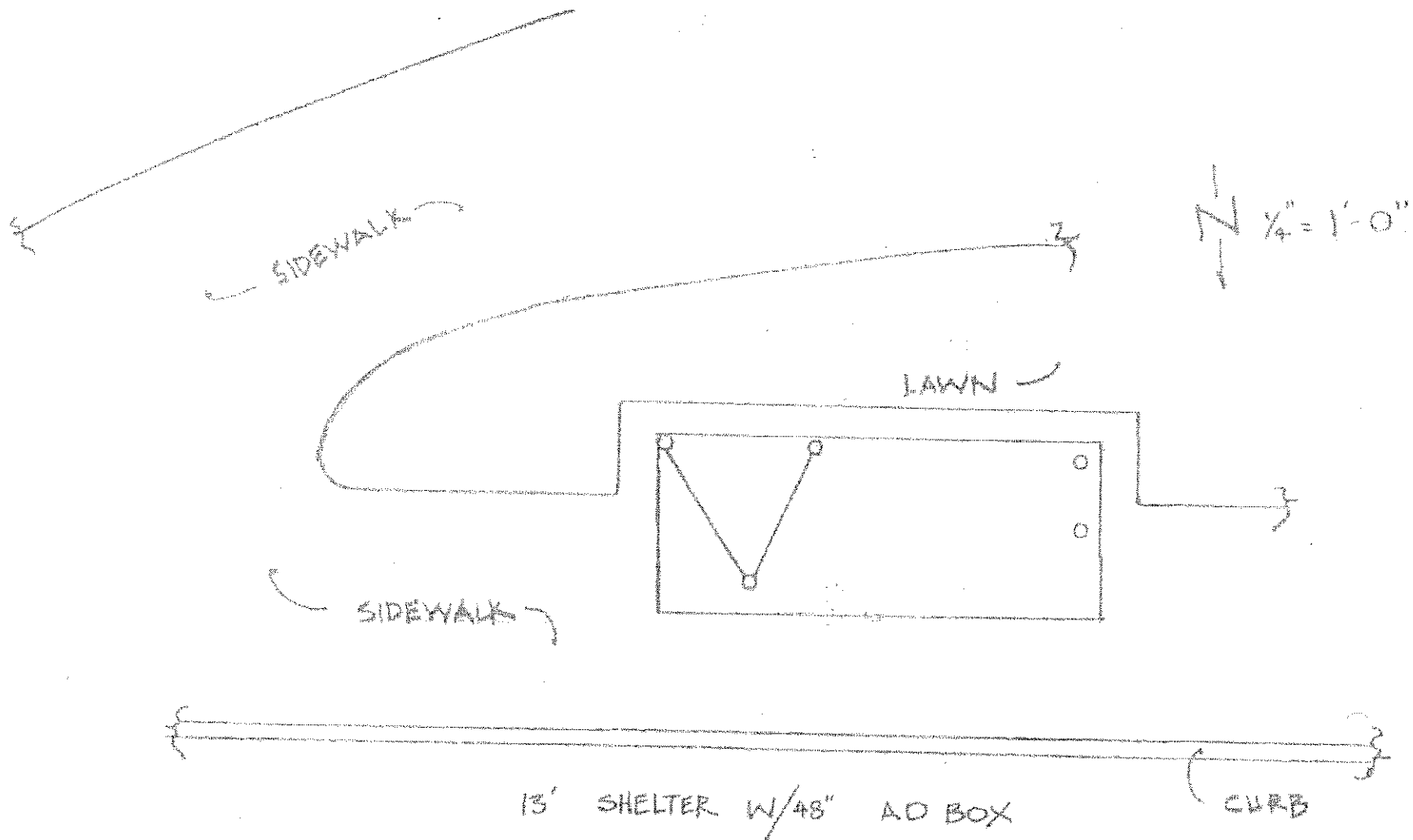


1/4" = 1'-0"

BUS STOP

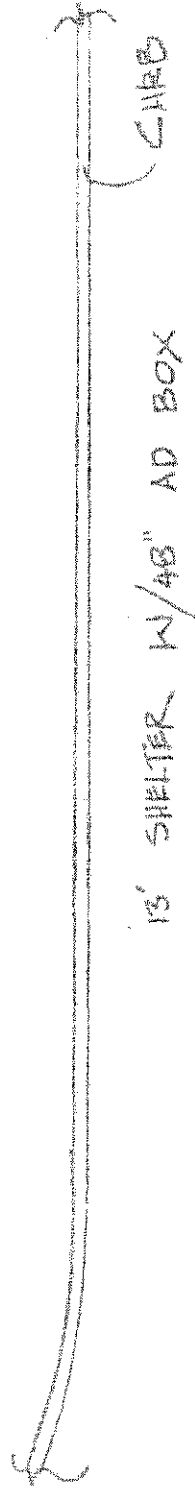
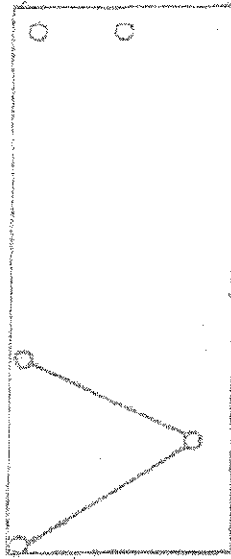
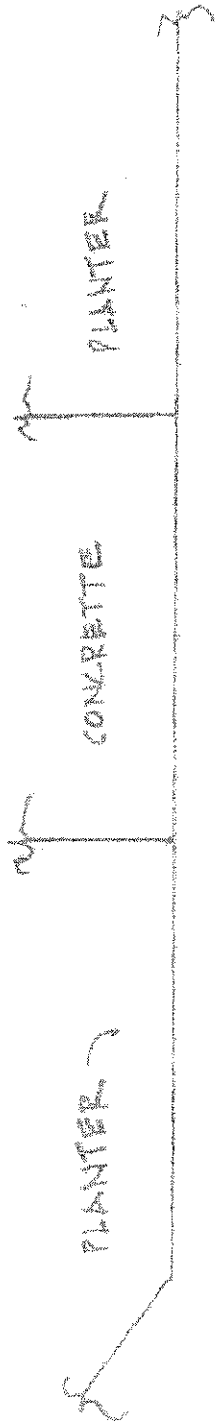
SB BLOOMFIELD FS BALL NO ~~22~~ 15

B-16



BUS STOP
 EB. KATELLA FS WALINGSFORD NO. 26 16

1/4" = 1'-0"

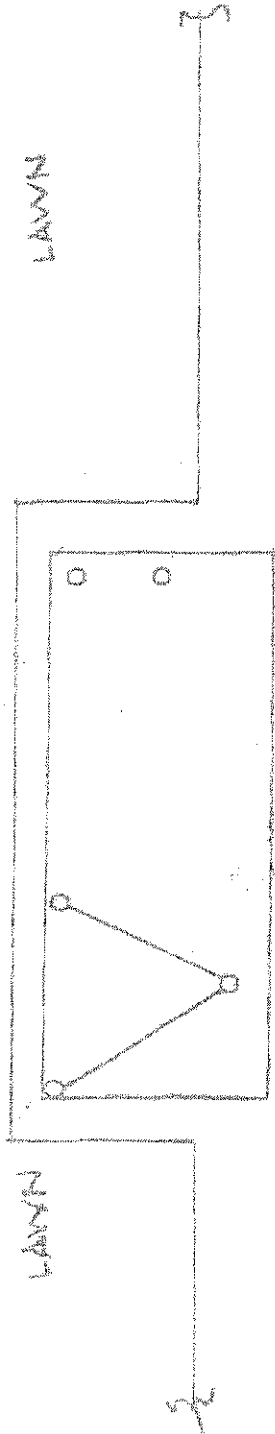


BUS STOP

E.B. KATELLA NS MAPLE NO. 2X 17

6-18

1/4" = 1'-0"



SIDEWALK

CURB

13' SHELTER W/48" AD BOX

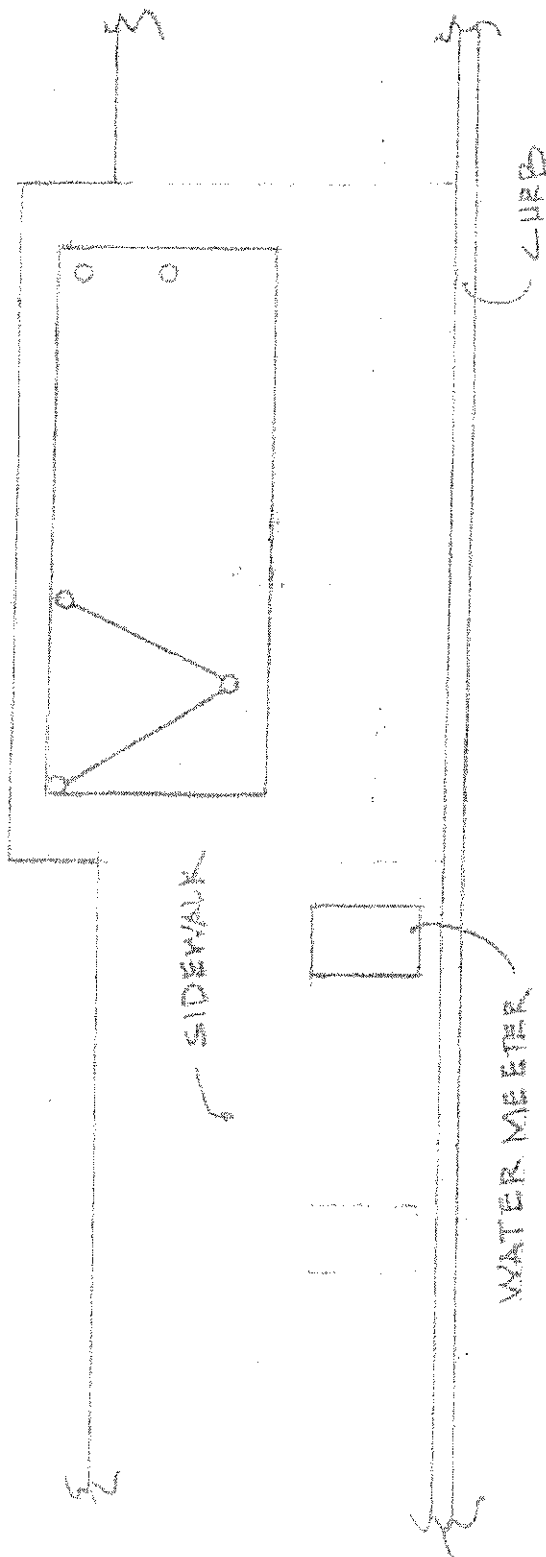
BUS STOP

EB. KATELLA OPP WALKER

NO. ~~37~~ 18

6-19
48

N 1/4" = 1'-0"



13' SHELTER W/48" AD BOX

BUS STOP

W. B. KATELLA FS LEXINGTON NO. 33 19

B-20

EXHIBIT "C"
CONTRACTOR CODE OF ADVERTISING PRACTICES

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



CODE OF ADVERTISING PRACTICES

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

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

MM-24-07



City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: January 21, 2025

ITEM NUMBER: 10G

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Approval of Plans and Specifications for Striping Improvements on Katella Avenue (CIP 24/25-07)

SUMMARY

Striping and pavement marking assist in maintaining safe, up-to-date standards that comply with current Federal and State guidelines. This item requests the approval of plans to be noticed and to receive bids for completion of the project.

RECOMMENDATION

1. Approve the plans and specifications for the Striping Improvements on Katella Avenue (CIP 24/25-07) project; and,
2. Authorize Staff to advertise and solicit bid proposals.

BACKGROUND

The existing striping and pavement markings on Katella Avenue are faded and need repainting. The proposed plan will repaint traffic lane lines and traffic markings on Katella Avenue from the 605 Freeway to the eastern edge of the Los Alamitos/Cypress boundaries.

DISCUSSION

Street and pavement markings convey important safety messages to roadway users and provide an orderly direction for traffic flow. Katella Avenue is a major east-west regional arterial connecting I-605 at Los Alamitos to Anaheim. It has six lanes (three lanes in each direction) divided roadway and accommodates over 30,000 vehicles per day.

Citywide striping has been deferred for several years, which has caused the markings on Katella to fade. A striping plan has been incorporated in the maintenance and operations (M & O) calendar in the Public Works Division, with Cerritos Avenue, Bloomfield Avenue, and portions of Los Alamitos Blvd. already being re-painted. The proposed plan will refresh striping and pavement markings on Katella Avenue. It will create an orderly traffic flow by keeping vehicles within the lane lines and improving safety and corner visibility at intersections and driveways.

FISCAL IMPACT

The engineering estimate for this project is \$131,000 with a 10% contingency (\$13,100) for a

total of \$144,100 This amount is in the maintenance and operation budget of Development Services - Street Division - Account No. 10.542.5295

- Attachment:
1. Striping Improvements on Katella Ave (CIP 24/25-07) Plans
 2. Striping Improvements on Katella Ave (CIP 24/25-07) Specifications

UTILITY CONTACTS:

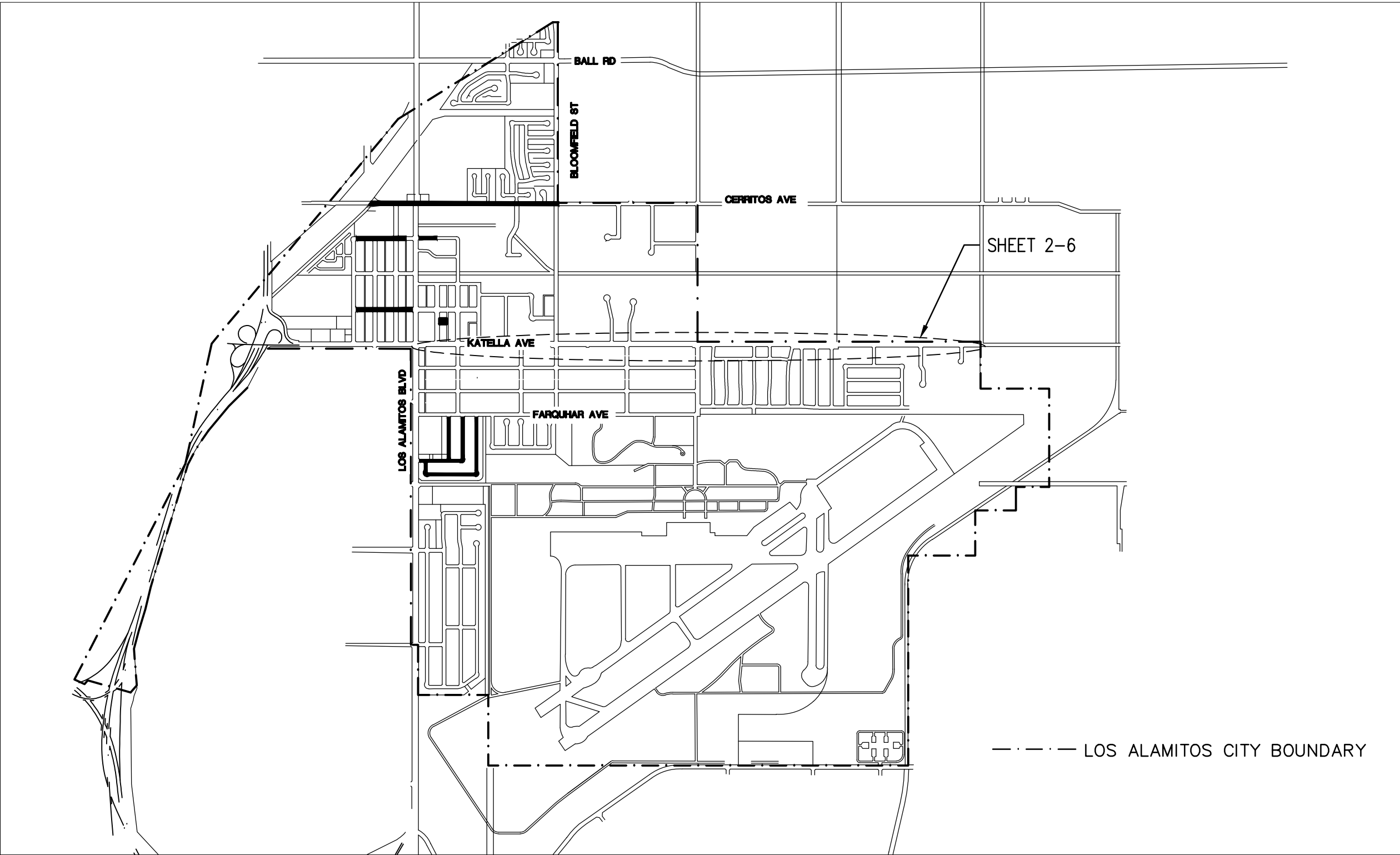
CENCO REFINING CO.	(562) 944-6111
ORANGE COUNTY SANITATION DIST.	(714) 962-2411
PACIFIC BELL	(714) 666-5716
ROOSMOOR/LOS ALAMITOS SEWER DIST.	(562) 431-2223
SOUTHERN CALIFORNIA EDISON CO.	(562) 981-8205
SOUTHERN CALIFORNIA GAS CO.	(714) 634-3133
GOLDEN STATE WATER COMPANY	(562) 907-9200
TIME-WARNER COMMUNICATION	(714) 895-6886
UNDERGROUND SERVICE ALERT	(800) 422-4133
VERIZON	(704) 375-6719



CITY OF LOS ALAMITOS
DEVELOPMENT SERVICES DEPARTMENT

STRIPING IMPROVEMENTS
ON KATELLA AVE

FY 2024-2025



VICINITY MAP

SCALE : NTS

SHEET SCHEDULE	
SHEET NO.	DESCRIPTION
1	TITLE SHEET AND NOTES
2-6	KATELLA AVE STRIPING PLANS

AGENCIES TO BE NOTIFIED:

1. CITY ENGINEER
3191 KATELLA AVENUE
LOS ALAMITOS, CA 90720-5600
(562) 431-3538 EXT. 100

2. LOS ALAMITOS POLICE
DEPARTMENT
3201 KATELLA AVENUE
LOS ALAMITOS, CA 90720
(562) 431-2255

3. ORANGE COUNTY FIRE
DEPARTMENT
3642 GREEN STREET
LOS ALAMITOS, CA 90720
(562) 431-6026

4. LOS ALAMITOS POST OFFICE
10650 REAGAN STREET
LOS ALAMITOS, CA 90720
(562) 431-6547

5. ROSSMOOR/LOS ALAMITOS
AREA SEWER DISTRICT
3243 KATELLA AVENUE
LOS ALAMITOS, CA 90720-0542
(562) 431-2223
6. LOS ALAMITOS UNIFIED SCHOOL
DISTRICT
10293 BLOOMFIELD STREET
LOS ALAMITOS, CA 90720
(562) 799-4700

7. OCTA-BUS STOPS
550 SOUTH MAIN STREET
ORANGE, CA 92668
(714) 560-5912

8. CITY OF CYPRESS
5275 ORANGE AVENUE
CYPRESS, CA 90630
(714) 229-6700

9. CITY OF LONG BEACH
333 WEST OCEAN BOULEVARD
LONG BEACH CA 90802
(562) 570-6383

10. ROSSMOOR COMMUNITY
SERVICES DISTRICT(RCSD)
3001 BLUME DRIVE, ROSSMOOR,
CA 90720
(562) 431-0525

STRIPING GENERAL NOTES

1. SIGNING AND STRIPING AND THE INSTALLATION THEREOF SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS, LATEST EDITION, THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CALIFORNIA MUTCD), LATEST EDITION, THIS PLAN AND THE SPECIAL PROVISIONS.
2. CONTRACTOR SHALL PAINT PROPOSED STRIPING OVER EXISTING STRIPES, PAVEMENT MARKINGS & CROSSWALKS.
3. ALL LANE STRIPING AT INTERSECTION APPROACHES WITHOUT CROSSWALK OR LIMIT LINES SHALL END 10 FEET FROM THE EXTENSION OF THE INTERSECTION CURB LINES.
4. ALL STRIPING DETAILS AND PAVEMENT LEGENDS SHALL BE PAINT, TWO COATS (2).



REVISIONS

REFERENCES



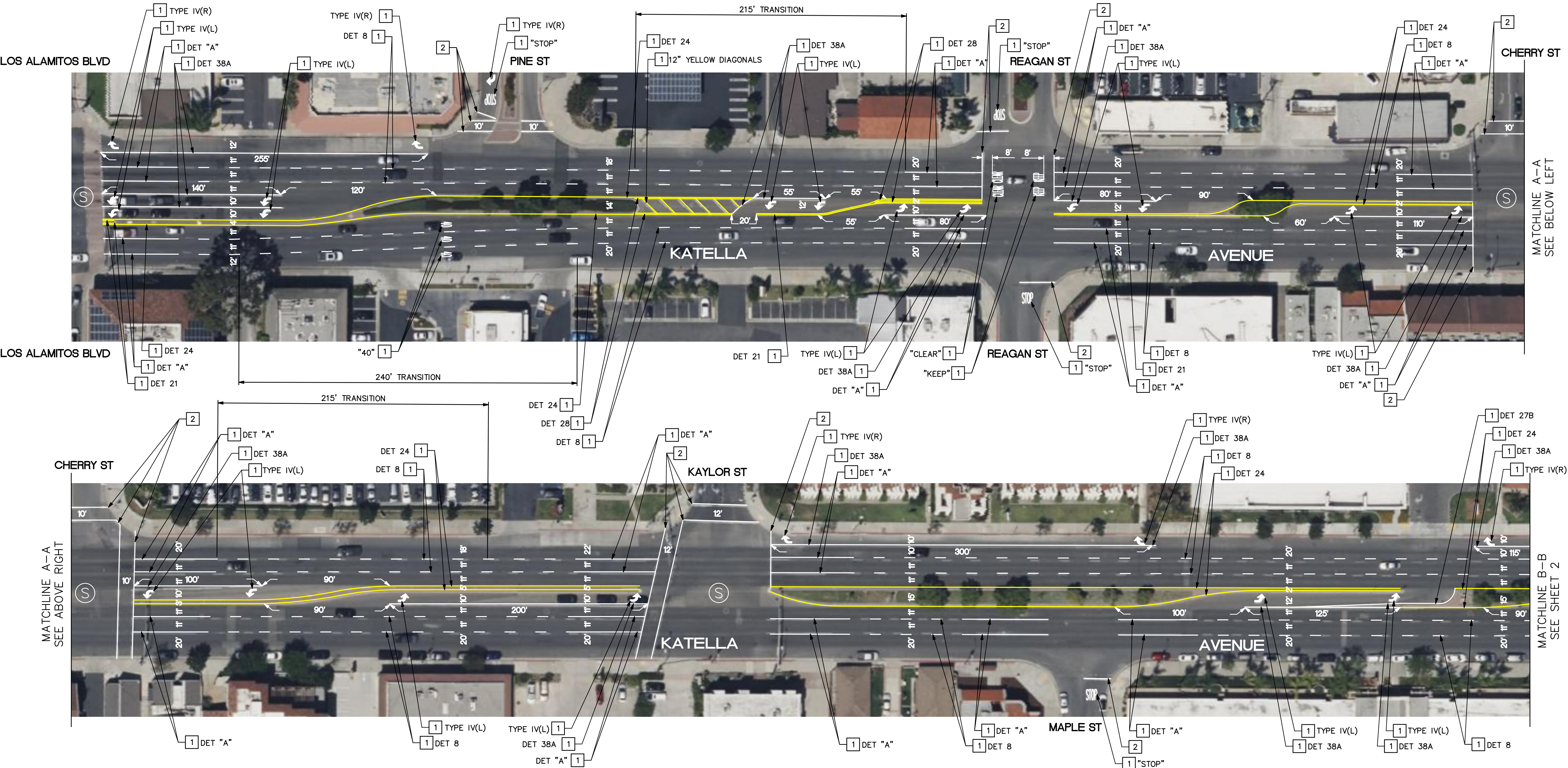
DRAWN BY	LA	11/4/2024
CHECKED BY	JL	11/4/2024
DESIGNED BY	JL	11/4/2024
APPROVED	<i>Farhad Dastgheib</i> City Traffic Engineer	12/23/2024 Date

CITY OF LOS ALAMITOS

TITLE SHEET

SHEET 1 OF 6

FILE: W:\WE-CAL\Los Alamitos, City of\112181 - Katella Re-Striping\900-PS&E\901-Plans\11-STRIPES-01-KATELLA AVE 01.dwg
USER: M08regon
DATE: Dec 23, 2024 - 8:15am

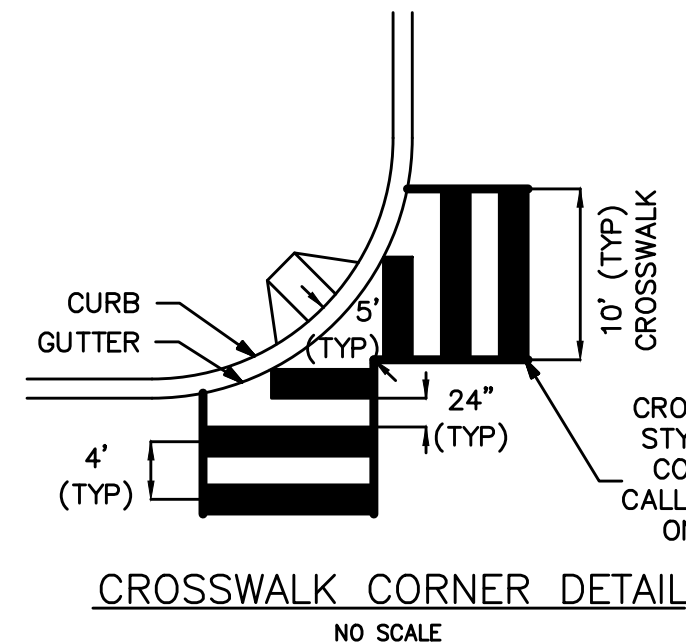
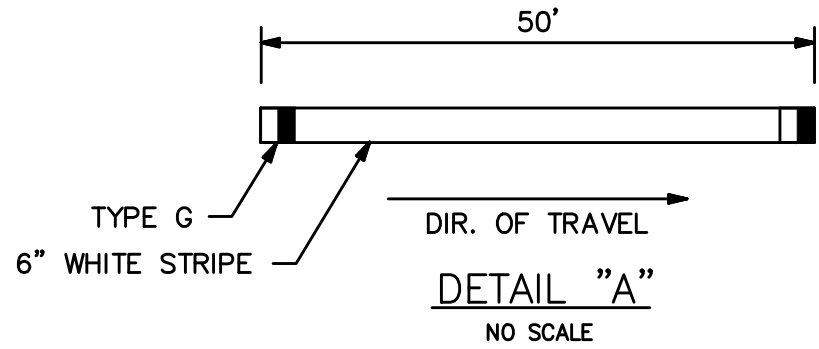


STRIPING GENERAL NOTES

1. SIGNING AND STRIPING AND THE INSTALLATION THEREOF SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS, LATEST EDITION, THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CALIFORNIA MUTCD), LATEST EDITION, THIS PLAN AND THE SPECIAL PROVISIONS.
2. CONTRACTOR SHALL PAINT PROPOSED STRIPING OVER EXISTING STRIPES, PAVEMENT MARKINGS & CROSSWALKS.
3. ALL LANE STRIPING AT INTERSECTION APPROACHES WITHOUT CROSSWALK OR LIMIT LINES SHALL END 10 FEET FROM THE EXTENSION OF THE INTERSECTION CURB LINES.
4. ALL STRIPING DETAILS AND PAVEMENT LEGENDS SHALL BE PAINT, TWO COATS (2).

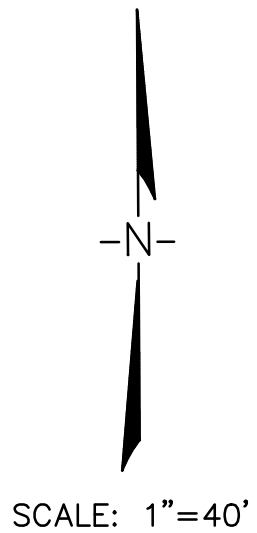
STRIPING CONSTRUCTION NOTES

- 1 PAINT STRIPING DETAIL AND/OR PAVEMENT MARKING AS SHOWN.
- 2 PAINT 12" WHITE CROSSWALK OR LIMIT LINE. CROSSWALK SHALL BE 10' IN WIDTH UNLESS OTHERWISE INDICATED.
- 3 PAINT 12" YELLOW CROSSWALK. CROSSWALK SHALL BE 10' IN WIDTH UNLESS OTHERWISE INDICATED.
- 4 PAINT YELLOW LADDER CROSSWALK WITH 24" BARS AND 24" GAPS. CROSSWALK SHALL BE 10' IN WIDTH (INSIDE TO INSIDE).
- 5 PAINT WHITE LADDER CROSSWALK WITH 24" BARS AND 24" GAPS. CROSSWALK SHALL BE 10' IN WIDTH (INSIDE TO INSIDE).



LEGEND

- (S) SIGNALIZED INTERSECTION
- CITY LIMIT



REVISIONS			
NUMBER	DATE	INITIALS	

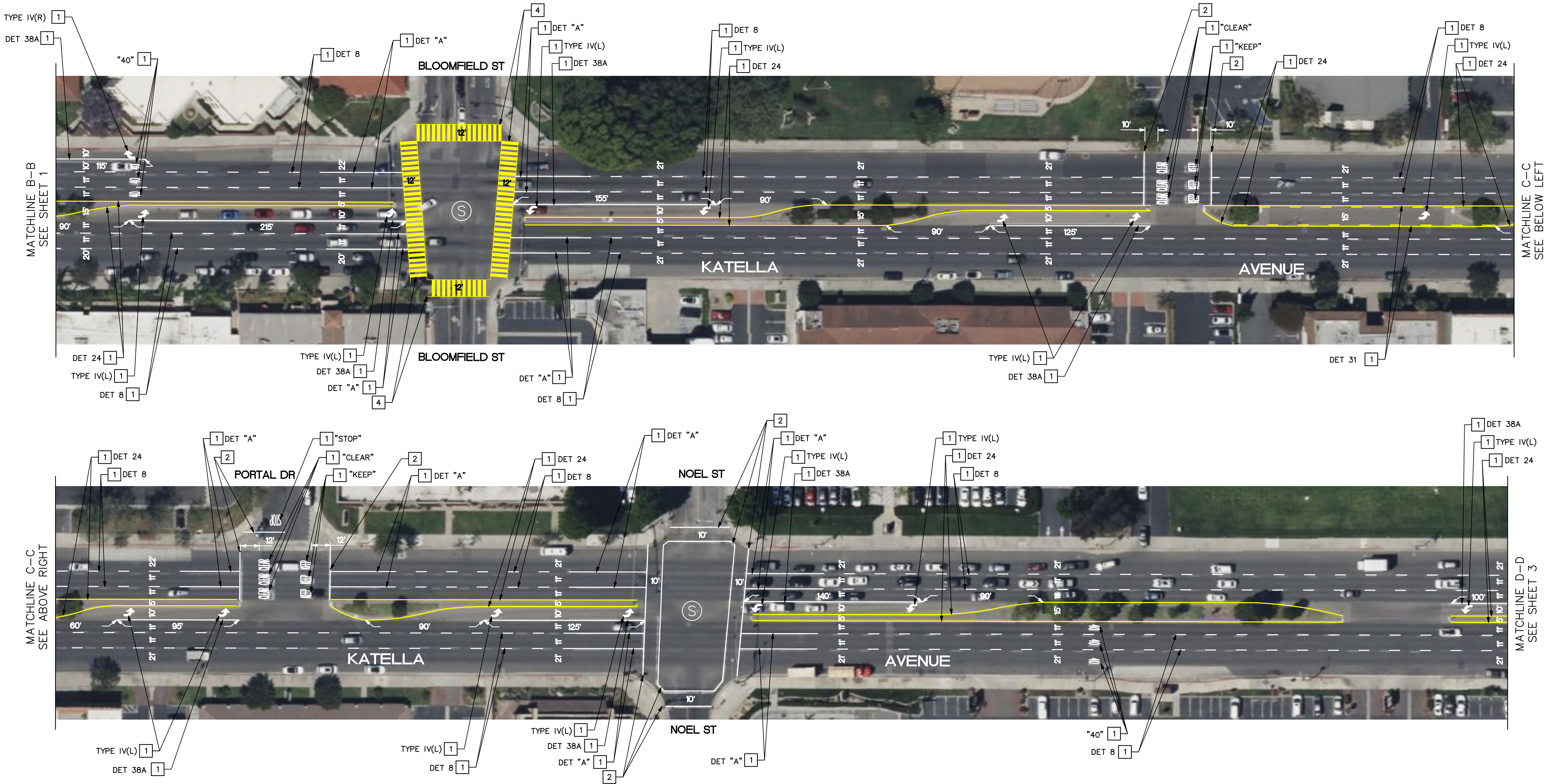
REFERENCES	
APP'D	



WILLDAN Engineering		DATE
DRAWN BY	LA	11/4/2024
CHECKED BY	JL	11/4/2024
DESIGNED BY	JL	11/4/2024
APPROVED	<i>Farhad Durrani</i> City Traffic Engineer	12/23/2024 Date

CITY OF LOS ALAMITOS	
STRIPING PLAN	
KATELLA AVE FROM LOS ALAMITOS BLVD TO EAST CITY LIMIT	
SHEET 2 OF 6	

USER: M08region
DATE: Dec 23, 2024 - 8:29am
FILE: W:\WE-CALos Alamitos city cdl\12181 - katella re-stripes\900-PS&E\001-plans\PL-STRIP&E-02-KATELLA AVE 02.dwg

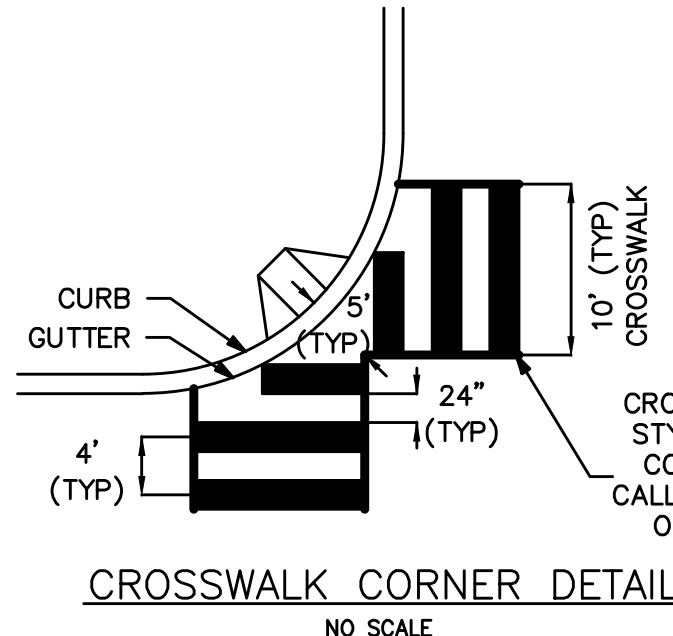
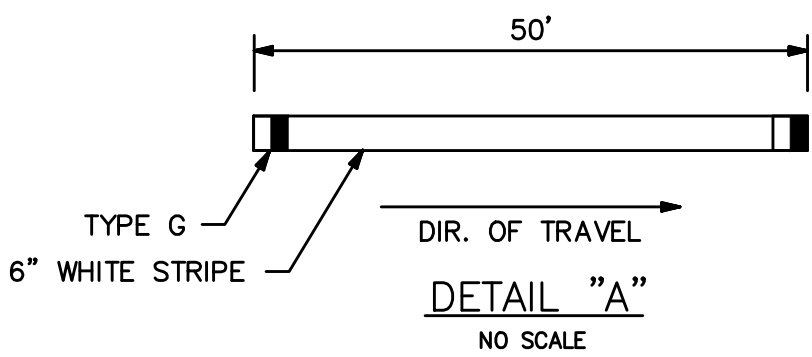


STRIPING GENERAL NOTES

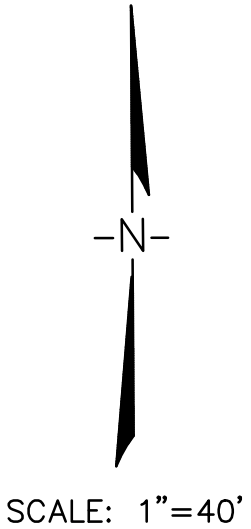
1. SIGNING AND STRIPING AND THE INSTALLATION THEREOF SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS, LATEST EDITION, THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CALIFORNIA MUTCD), LATEST EDITION, THIS PLAN AND THE SPECIAL PROVISIONS.
2. CONTRACTOR SHALL PAINT PROPOSED STRIPING OVER EXISTING STRIPES, PAVEMENT MARKINGS & CROSSWALKS.
3. ALL LANE STRIPING AT INTERSECTION APPROACHES WITHOUT CROSSWALK OR LIMIT LINES SHALL END 10 FEET FROM THE EXTENSION OF THE INTERSECTION CURB LINES.
4. ALL STRIPING DETAILS AND PAVEMENT LEGENDS SHALL BE PAINT, TWO COATS (2).

STRIPING CONSTRUCTION NOTES

- 1 PAINT STRIPING DETAIL AND/OR PAVEMENT MARKING AS SHOWN.
- 2 PAINT 12" WHITE CROSSWALK OR LIMIT LINE. CROSSWALK SHALL BE 10' IN WIDTH UNLESS OTHERWISE INDICATED.
- 3 PAINT 12" YELLOW CROSSWALK. CROSSWALK SHALL BE 10' IN WIDTH UNLESS OTHERWISE INDICATED.
- 4 PAINT YELLOW LADDER CROSSWALK WITH 24" BARS AND 24" GAPS. CROSSWALK SHALL BE 10' IN WIDTH (INSIDE TO INSIDE).
- 5 PAINT WHITE LADDER CROSSWALK WITH 24" BARS AND 24" GAPS. CROSSWALK SHALL BE 10' IN WIDTH (INSIDE TO INSIDE).



- LEGEND
- (S) SIGNALIZED INTERSECTION
 - CITY LIMIT



REVISIONS			
NUMBER	DATE	INITIALS	

REFERENCES	
APP'V'D	

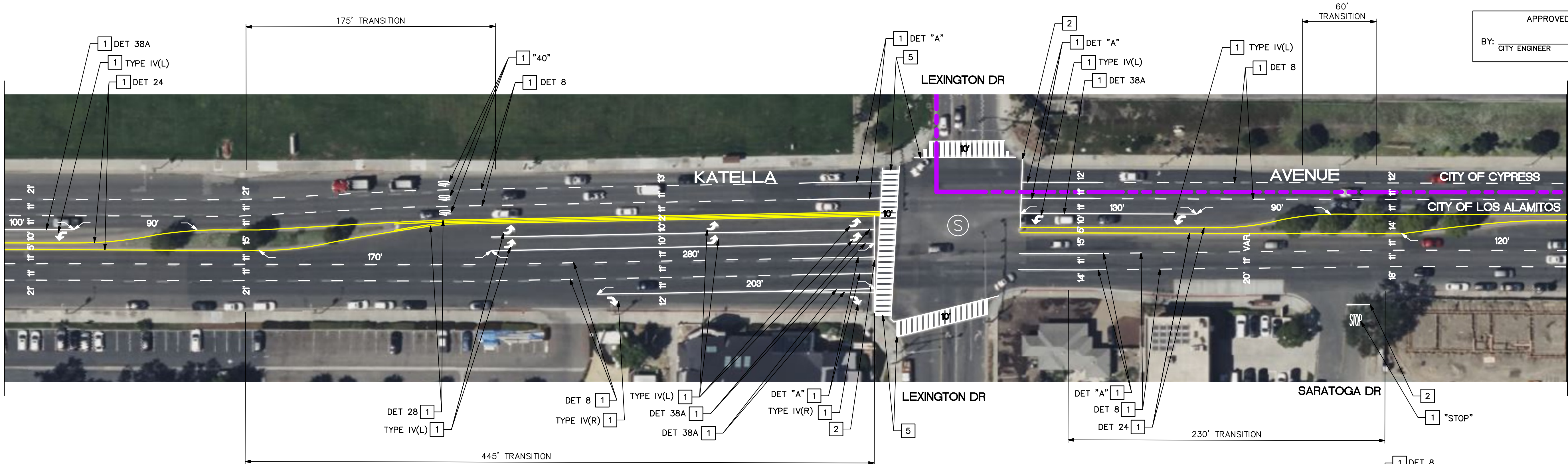


WILLDAN Engineering		
2401 East Katella Ave., Suite 400, Anaheim, California 92805 714/978-8200 fax 714/978-8289		
DRAWN BY	LA	11/4/2024
CHECKED BY	JL	11/4/2024
DESIGNED BY	JL	11/4/2024
APPROVED	<i>Farhad Durrani</i> City Traffic Engineer	12/23/2024 Date

CITY OF LOS ALAMITOS	
STRIPING PLAN	
KATELLA AVE FROM LOS ALAMITOS BLVD TO EAST CITY LIMIT	
SHEET 3 OF 6	

USER: M08regon
DATE: Dec 23, 2024 - 8:31am
FILE: W:\WE-CALos Alamitos city cty\112181 - katella re-stripes\900-PS&E\001-plans\PL-STRIP-03-KATELLA AVE 03.dwg

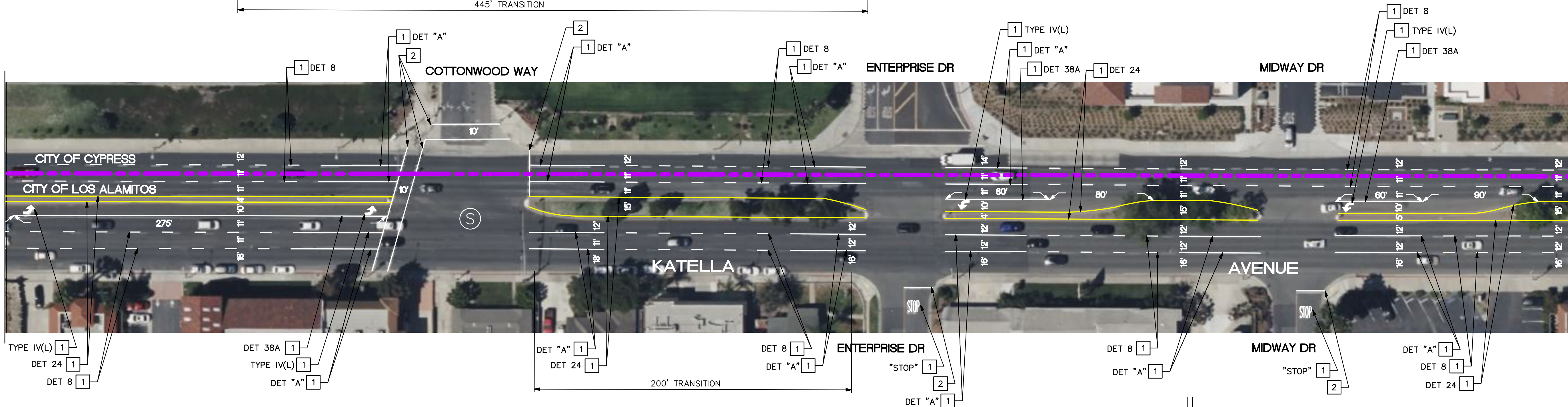
MATCHLINE D-D
SEE SHEET 2



APPROVED: CITY OF CYPRESS
BY: CITY ENGINEER DATE

MATCHLINE E-E
SEE BELOW LEFT

MATCHLINE E-E
SEE ABOVE RIGHT



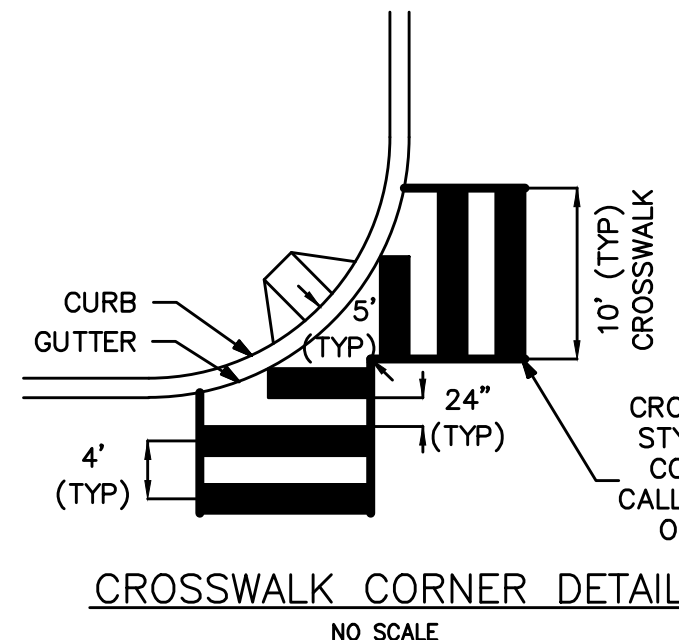
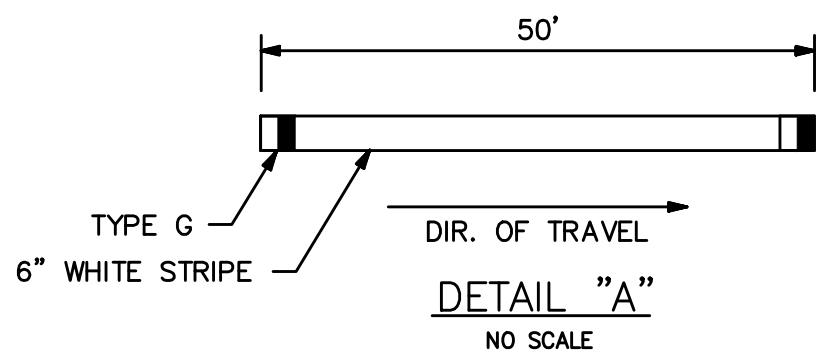
MATCHLINE F-F
SEE SHEET 4

STRIPING GENERAL NOTES

- SIGNING AND STRIPING AND THE INSTALLATION THEREOF SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS, LATEST EDITION, THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CALIFORNIA MUTCD), LATEST EDITION, THIS PLAN AND THE SPECIAL PROVISIONS.
- CONTRACTOR SHALL PAINT PROPOSED STRIPING OVER EXISTING STRIPES, PAVEMENT MARKINGS & CROSSWALKS.
- ALL LANE STRIPING AT INTERSECTION APPROACHES WITHOUT CROSSWALK OR LIMIT LINES SHALL END 10 FEET FROM THE EXTENSION OF THE INTERSECTION CURB LINES.
- ALL STRIPING DETAILS AND PAVEMENT LEGENDS SHALL BE PAINT, TWO COATS (2).

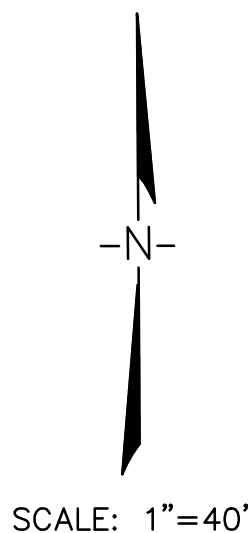
STRIPING CONSTRUCTION NOTES

- PAINT STRIPING DETAIL AND/OR PAVEMENT MARKING AS SHOWN.
- PAINT 12" WHITE CROSSWALK OR LIMIT LINE. CROSSWALK SHALL BE 10' IN WIDTH UNLESS OTHERWISE INDICATED.
- PAINT 12" YELLOW CROSSWALK. CROSSWALK SHALL BE 10' IN WIDTH UNLESS OTHERWISE INDICATED.
- PAINT YELLOW LADDER CROSSWALK WITH 24" BARS AND 24" GAPS. CROSSWALK SHALL BE 10' IN WIDTH (INSIDE TO INSIDE).
- PAINT WHITE LADDER CROSSWALK WITH 24" BARS AND 24" GAPS. CROSSWALK SHALL BE 10' IN WIDTH (INSIDE TO INSIDE).



LEGEND

- (S) SIGNALIZED INTERSECTION
--- CITY LIMIT



REVISIONS			
NUMBER	DATE	INITIALS	

REFERENCES	
APP'V'D	



WILLDAN Engineering		DATE
DRAWN BY	LA	11/4/2024
CHECKED BY	JL	11/4/2024
DESIGNED BY	JL	11/4/2024
APPROVED	<i>Farhad Durrani</i> City Traffic Engineer	12/23/2024 Date

CITY OF LOS ALAMITOS	
STRIPING PLAN	
KATELLA AVE FROM LOS ALAMITOS BLVD TO EAST CITY LIMIT	
SHEET 4 OF 6	

BD SET

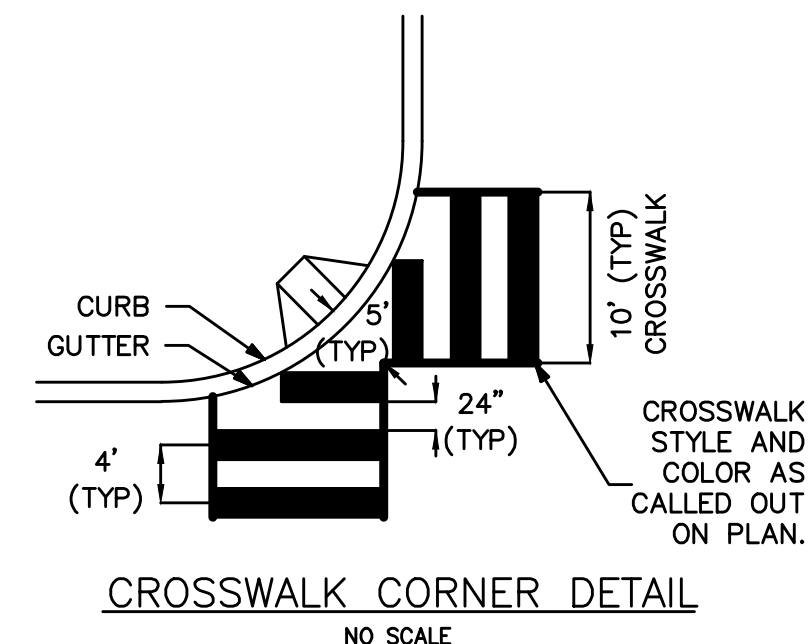
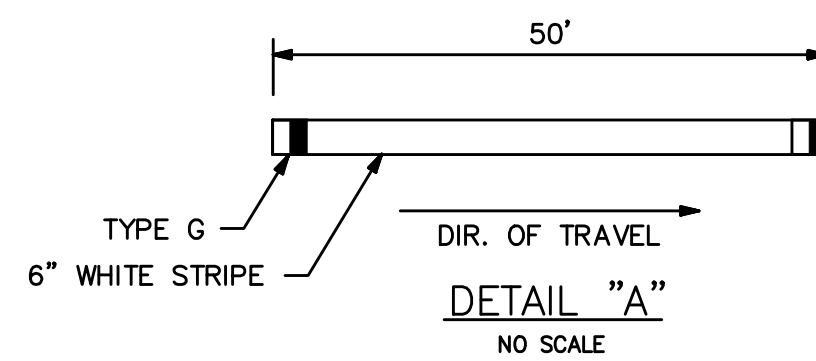


STRIPING GENERAL NOTES

1. SIGNING AND STRIPING AND THE INSTALLATION THEREOF SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS, LATEST EDITION, THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CALIFORNIA MUTCD), LATEST EDITION, THIS PLAN AND THE SPECIAL PROVISIONS.
2. CONTRACTOR SHALL PAINT PROPOSED STRIPING OVER EXISTING STRIPES, PAVEMENT MARKINGS & CROSSWALKS.
3. ALL LANE STRIPING AT INTERSECTION APPROACHES WITHOUT CROSSWALK OR LIMIT LINES SHALL END 10 FEET FROM THE EXTENSION OF THE INTERSECTION CURB LINES.
4. ALL STRIPING DETAILS AND PAVEMENT LEGENDS SHALL BE PAINT, TWO COATS (2).

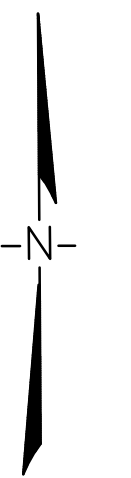
STRIPING CONSTRUCTION NOTES

- 1 PAINT STRIPING DETAIL AND/OR PAVEMENT MARKING AS SHOWN.
- 2 PAINT 12" WHITE CROSSWALK OR LIMIT LINE. CROSSWALK SHALL BE 10' IN WIDTH UNLESS OTHERWISE INDICATED.
- 3 PAINT 12" YELLOW CROSSWALK. CROSSWALK SHALL BE 10' IN WIDTH UNLESS OTHERWISE INDICATED.
- 4 PAINT YELLOW LADDER CROSSWALK WITH 24" BARS AND 24" GAPS. CROSSWALK SHALL BE 10' IN WIDTH (INSIDE TO INSIDE).
- 5 PAINT WHITE LADDER CROSSWALK WITH 24" BARS AND 24" GAPS. CROSSWALK SHALL BE 10' IN WIDTH (INSIDE TO INSIDE).



LEGEND

-  SIGNALIZED INTERSECTION
 CITY LIMIT



SCALE: 1"=40'

[illegible]

 WILLDAN Engineering		DATE
3401 East Katesville Ave, Suite 200, Norcross, Georgia 30092 770.476.7820 Fax: 770.476.4099		
DRAWN BY	LA	11/4/2024
CHECKED BY	JL	11/4/2024
DESIGNED BY	JL	11/4/2024
APPROVED <i>Farhad Tameh</i> City Traffic Engineer		12/23/2024
		Date

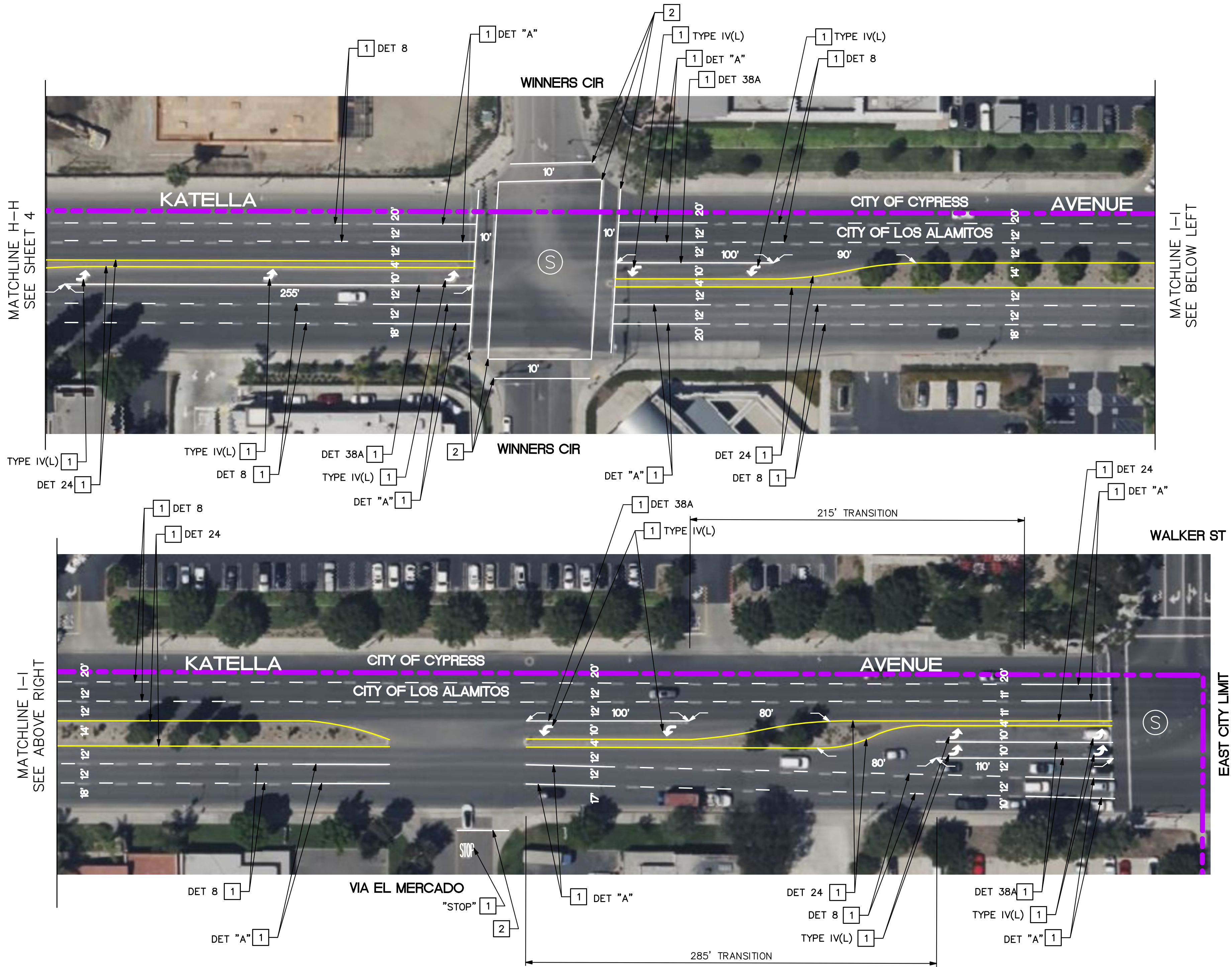
CITY OF LOS ALAMITOS

STRIPING PLAN

KATELLA AVE

FROM LOS ALAMITOS BLVD TO EAST CITY LIMIT

SHEET 5 OF 6

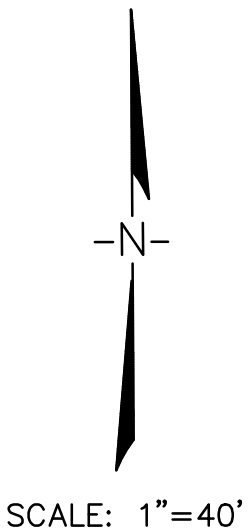
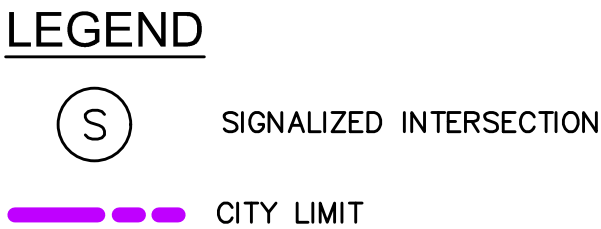
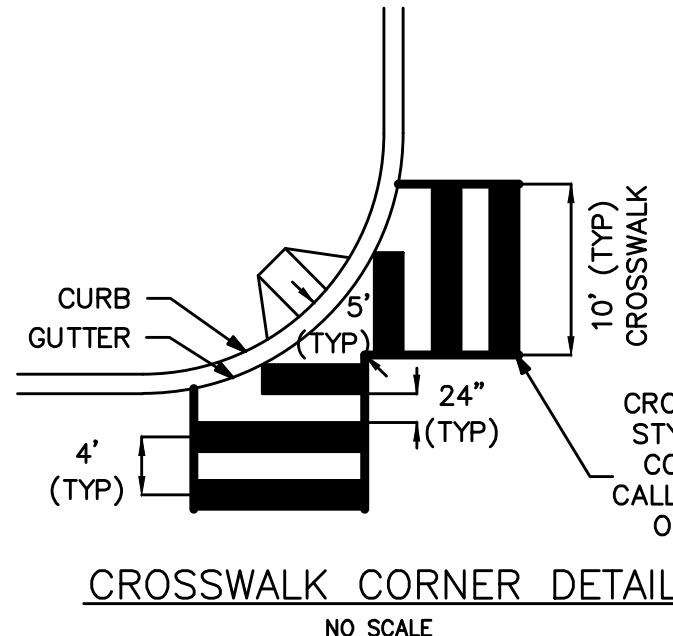
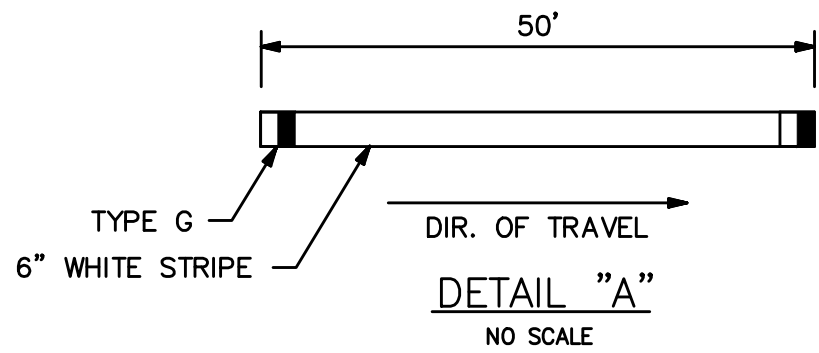


STRIPING GENERAL NOTES

- SIGNING AND STRIPING AND THE INSTALLATION THEREOF SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS, LATEST EDITION, THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CALIFORNIA MUTCD), LATEST EDITION, THIS PLAN AND THE SPECIAL PROVISIONS.
- CONTRACTOR SHALL PAINT PROPOSED STRIPING OVER EXISTING STRIPES, PAVEMENT MARKINGS & CROSSWALKS.
- ALL LANE STRIPING AT INTERSECTION APPROACHES WITHOUT CROSSWALK OR LIMIT LINES SHALL END 10 FEET FROM THE EXTENSION OF THE INTERSECTION CURB LINES.
- ALL STRIPING DETAILS AND PAVEMENT LEGENDS SHALL BE PAINT, TWO COATS (2).

STRIPING CONSTRUCTION NOTES

- PAINT STRIPING DETAIL AND/OR PAVEMENT MARKING AS SHOWN.
- PAINT 12" WHITE CROSSWALK OR LIMIT LINE. CROSSWALK SHALL BE 10' IN WIDTH UNLESS OTHERWISE INDICATED.
- PAINT 12" YELLOW CROSSWALK. CROSSWALK SHALL BE 10' IN WIDTH UNLESS OTHERWISE INDICATED.
- PAINT YELLOW LADDER CROSSWALK WITH 24" BARS AND 24" GAPS. CROSSWALK SHALL BE 10' IN WIDTH (INSIDE TO INSIDE).
- PAINT WHITE LADDER CROSSWALK WITH 24" BARS AND 24" GAPS. CROSSWALK SHALL BE 10' IN WIDTH (INSIDE TO INSIDE).



811 Know what's below. Call before you dig.	REVISIONS				REFERENCES				CITY OF LOS ALAMITOS STRIPING PLAN KATELLA AVE FROM LOS ALAMITOS BLVD TO EAST CITY LIMIT	SHEET 6 OF 6
	NUMBER	DATE	INITIALS		APP'D					

CITY OF LOS ALAMITOS



CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

**STRIPING IMPROVEMENTS ON KATELLA AVENUE
CIP 24/25-07**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

JANUARY 2025

- CIP 24/25-07 Striping Improvements on Katella Avenue
- Bid Opening Date will be on Thursday, February 13, 2025 @ 11:00 a.m. via Teams

NOTICE TO THE BIDDERS:

1. Bids will be received electronically through BidNet Direct (<http://cityoflosalamitos.org/517/Bid-Opportunities>).
2. Bid bond required – 10% of bid amount to be submitted to the Development Services Department.
3. Bids must be received by 11:00 a.m. on **February 13, 2025**

This page is intentionally left blank.

CITY OF LOS ALAMITOS
SPECIFICATIONS FOR
STRIPING IMPROVEMENTS ON KATELLA AVENUE
SPECIFICATION NO. CIP 24/25-07
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

GENERAL REQUIREMENTS AND TECHNICAL PROVISIONS
PREPARED BY:

Willdan Engineering
13191 Crossroads Pkwy South, Suite 405
Industry, Ca
(562) 908-6200

JANUARY 2025



Chris C. Kelly, P.E.
P.E. 83179



FOR THE CITY OF LOS ALAMITOS
PUBLIC WORKS DIVISION
DEVELOPMENT SERVICES DEPARTMENT

This page is intentionally left blank.

TABLE OF CONTENTS
STRIPING IMPROVEMENTS ON KATELLA AVENUE
SPECIFICATION NO. CIP 24/25-07
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

SECTION

NOTICE INVITING ELECTRONIC BIDS	A
INSTRUCTIONS TO BIDDERS.....	B
PROPOSAL INFORMATION AND DOCUMENTS	C
CONTRACT INFORMATION AND DOCUMENTS.....	D
STANDARD SPECIFICATIONS.....	E
SPECIAL PROVISIONS.....	F
SPECIAL PROVISIONS – STRIPING	G
STANDARD PLANS	APPENDIX – PART 1

This page is intentionally left blank.

SECTION A
STRIPING IMPROVEMENTS ON KATELLA AVENUE
SPECIFICATION NO. CIP 24/25-07
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

NOTICE INVITING ELECTRONIC BIDS

This page is intentionally left blank.

NOTICE INVITING ELECTRONIC BIDS

STRIPING IMPROVEMENTS ON KATELLA AVENUE SPECIFICATION NO. CIP 24/25-07

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

PUBLIC NOTICE IS HEREBY GIVEN that the City of Los Alamitos as AGENCY, invites electronic bids for the above stated project and will receive such bids electronically through BidNet Direct (<http://cityoflosalamitos.org/517/Bid-Opportunities>). Bids will be received up to the hour of **11:00 a.m., on February 13, 2025**, and will be opened virtually at that time. If you would like to attend the virtual bid opening, it will be accessible through Microsoft Teams Meeting:

Click here to join the meeting

[Join the meeting now](#)

Meeting ID: 293 105 476 069

Passcode: v7A54PU9

- CIP 24/25-07 Striping Improvements on Katella Avenue
- Bid Opening Date will be on Thursday, February 13, 2025 @ 11:00 a.m. via Teams

The City of Los Alamitos proposes to re-stripe the existing striping with paint on Katella Avenue from Los Alamitos Boulevard to Walker Street (East City limit). Conflicting striping removals raised pavement marker removal/replacement, and curb marking re-painting are excluded from the scope of the project.

Bids must be prepared on the approved bid forms in conformance with INSTRUCTIONS TO BIDDERS and must be submitted electronically on BidNet Direct (BidNet), accessible through the Agency's webpage at <http://cityoflosalamitos.org/517/Bid-Opportunities> where each prospective bidder must first register as a vendor through the Agency's BidNet portal. No hard copy bid packages will be accepted.

Plans, and specifications will be available for review on BidNet. All relevant materials shall be obtained from the link above. The Agency is not responsible for and accepts no liability in the event a response is late due to any network, internet or any other technical problem or interruption. The bidder is solely responsible for the "on time" submission of their electronic bid. The Agency will only consider bids that have been transmitted successfully and have been issued an e-bid confirmation number. Bidders experiencing any technical difficulties with the bid submission process may contact BidNet at (800)835-4603.

In accordance with the provisions of California Public Contract Code § 3300, and Business and Professions Code § 7028.15(e), the Agency has determined that the contractor shall possess a valid Class A contractor's license at the time that the contract is awarded. Failure to possess the specified license shall render a bidder's bid as non-responsive and shall bar award of the contract to any bidder not possessing the specified license at the time of the award.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CA 95826. At the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first

payment for work or material shall not be made unless and until the Registrar of Contractors verifies to the Agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractors' State Board. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder. (Public Contract Code § 20103.5)

THE BID MUST BE ACCOMPANIED BY A BID GUARANTEE IN THE AMOUNT OF 10% OF THE TOTAL BID PRIOR TO THE BID SUBMISSION DEADLINE, SUBMITTED TO THE DEVELOPMENT SERVICES DEPARTMENT, ATTN: PUBLIC WORKS DEPARTMENT SECRETARY, 3191 KATELLA AVENUE, LOS ALAMITOS, CA 90720. Sealed envelopes bearing the bid bond should be clearly marked with the project title and CIP number as shown on the cover sheet of these specifications. More specifically, pursuant to Public Contract Code §§ 20170 and 20171, all bids for the project shall be presented, under sealed cover and shall be accompanied by one of the following forms of bidder's security in the amount of ten percent (10%) of the bid: (a) cash; (b) a cashier's check made payable to the City of Los Alamitos; (c) a certified check made payable to the City of Los Alamitos; or (d) a bidder's bond executed by an admitted surety insurer made payable to the City of Los Alamitos. Such security shall be forfeited should the successful bidder to whom the contract is awarded fails to timely execute the contract and to deliver the necessary bonds and insurance certificates as specified in the contract documents.

To the extent applicable, at any time during the term of the Agreement for the proposed project, the successful bidder may, at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

Pursuant to California Civil Code § 3247, a payment bond is required to be submitted for all projects estimated in excess of \$25,000.00.

The Agency has determined that the proposed project is a public works subject to the provisions of Labor Code § 1720 thereby requiring the Contractor to pay the prevailing wage rates for all work performed under the Contract.

The Agency reserves the right to reject any and all bids.

Questions or Requests for Information (RFIs) or interpretations are due February 3, 2025, at 11:00 a.m., ten (10) days before the time announced for the opening of the bids and shall be submitted on the BidNet portal. If you have any questions, please contact Chris Kelley at (562)431-3538 ext. 531 or Ckelley@cityoflosalamitos.org.

BY ORDER OF the City Council of the City of Los Alamitos, California.

SECTION B

**STRIPING IMPROVEMENTS ON KATELLA AVENUE
SPECIFICATION NO. CIP 24/25-07**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

STRIPING IMPROVEMENTS ON KATELLA AVENUE SPECIFICATION NO. CIP 24/25-07

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

B1.01 INSPECTION OF SITE OF WORK

Bidders are required to inspect the site of the work in order to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the proposed work and as to the actual conditions of and at the site of work. If, during the course of his/her examination, a bidder finds facts or conditions which appear to him/her to conflict with the letter or spirit of the contract documents, or with any other data furnished him/her, he/she may apply to the Agency in writing in accordance with **B1.04 INTERPRETATION OF CONTRACT DOCUMENTS** for additional information and explanation before submitting his/her bid.

The submission of a proposal by the bidder shall constitute the acknowledgment that, if awarded the contract, he/she has relied and is relying on his/her own examination of (a) the site of the work, (b) the access to the site, and (c) all other data, matters, and things requisite to the fulfillment of the work and on his/her own knowledge of existing services and utilities on and in the vicinity of the site of the work to be constructed under the contract, and not on any representation or warranty of the Agency. No claim for additional compensation will be allowed which is based upon a lack of knowledge of these items.

B1.02 EXAMINATION OF CONTRACT DOCUMENTS

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, drawings and addenda (if any). The submission of a proposal shall constitute an acknowledgment upon which the Agency may rely that the bidder has thoroughly examined and is familiar with the contract documents. The bidders' attention is directed to the need, if any, for special invoicing for this project. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve him/her from any obligations with respect to his/her proposal or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract document.

B1.03 CONTRACT PERIOD/CONSTRUCTION COMPLETION DATE

Bidder's attention is called to the provisions set forth in **SECTION E, STANDARD SPECIFICATIONS**, particularly those pertaining to the contract period and liquidated damages for avoidable delays.

The Contractor shall begin work within fifteen (15) calendar days after the date of the Notice to Proceed and shall diligently prosecute said work to completion before the expiration **5 WORKING DAYS**. The Contractor shall pay to the Agency the sum of **\$500.00** per day, for each and every calendar days delay in finishing the work in excess of the number of working days prescribed above.

B1.04 INTERPRETATION OF CONTRACT DOCUMENTS

No oral interpretations will be made to any bidder as to the meaning of the contract documents. Requests for an interpretation shall be made in writing and delivered to the Agency at least ten (10) days before the time announced for opening the proposals. Interpretations by the Agency will be in the form of addenda

to the contract documents and, when issued, will be sent as promptly as is practical to all parties to whom the contract documents have been issued. Agency makes no guarantee that all bidders will receive all addenda. Copies of the addenda will be made available for inspection at the office where contract documents are on file for inspection as indicated on the Invitation for Bids. All such addenda shall become part of the contract. All questions shall be addressed to Chris Kelley, City of Los Alamitos, (562) 357-5411.

B1.05 SOIL INFORMATION

Soil reports have not been prepared for this project.

B1.06 PROPOSAL

Proposals shall be made on the forms enclosed in **SECTION C** of these specifications with or without removal from the bound contract documents. All proposals shall give the prices proposed, both in words and in numbers, shall give all other information requested herein, and shall be signed by the bidder or his/her authorized representative, with his/her address. If the proposal is made by an individual, his/her name, signature and mailing address must be shown; if made by firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown; if made by a corporation, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and mailing address of the corporation, and the name and title of the person who signs on behalf of the corporation. If the proposal is made by a corporation, a certified copy of the bylaws or resolution of the board of directors of the corporation shall be furnished demonstrating the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

Each proposal shall be submitted as specified in **SECTION A - NOTICE INVITING SEALED BIDS**. Bidders are warned against making erasures or alterations of any kind, and proposals which contain omissions, erasures or irregularities of any kind may be rejected. No oral, telegraphic or telephonic proposals or modifications will be considered.

In conformance with the Business and Profession Code, § 7028.15, the Contractor must state clearly his/her license number and expiration date. In addition, he/she shall sign a statement that these representations were made under the penalty of perjury. This statement shall be made on the **EXPERIENCE STATEMENT** in **SECTION C**.

The contractor will be required to pay prevailing wage pursuant to California Law, including California Labor Code §§ 1770 et seq. Copies of the prevailing rate of per diem wages are on file at the offices of the Agency.

B1.07 ADDENDA

Each proposal shall include specific acknowledgment in the space provided on **SECTION C - BID PROPOSAL** of receipt of all addenda issued during the bidding period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

B1.08 BID PRICES

Bid prices shall include everything necessary for the completion of construction and fulfillment of the contract including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities and all management, superintendence, labor and services, except as may be provided otherwise in the

contract documents. In the event of a difference between a price quoted in words and a price quoted in numbers for the same quotation, the words shall be the amount bid.

In preparing bid prices, bidder represents that he/she has carefully examined the Contract Documents and the site where the work is to be performed and that he/she has familiarized himself with all local conditions and federal, state and local laws, ordinances, rules, and regulations that may affect the performance of the work in any manner. The bidder further represents that he/she has studied all surveys and investigation reports about subsurface and physical conditions pertaining to the job site, that he/she has performed such additional surveys and investigations as he/she deems necessary to complete the work at his/her bid price, and that he/she has correlated the results of all such data with the requirements of the Contract Documents. The submittal of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, including locality, uncertainty of weather and all other contingencies, and as to the character, quality, quantities, and scope of the work.

The plans and specifications for the work show subsurface conditions or otherwise hidden conditions as the Design Engineer supposes or believes them to exist but is not intended or to be inferred that the conditions as shown thereon constitute a representation that such conditions are actually existent. Except as otherwise specifically provided in the Contract Documents, the Agency, the Design Engineer and their consultants or agents shall not be liable for any loss sustained by the Contractor as a result of any variance of such conditions as shown on the plans and the actual conditions revealed during the progress of the work or otherwise.

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

The Contractor will not be reimbursed for unauthorized work performed outside of that required by the Contract Documents.

B1.09 TAXES

No mention shall be made in the proposal of sales tax, use tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

B1.10 RECOGNITION OF BONDING COMPANIES

All bonding companies used by the Contractor in this contract must be recognized by the Federal Government within Circular 570. All proposals or contracts received that include bonds posted by bonding companies not recognized in Circular 570 will result in the disqualification of the bid proposal and forfeiture of the bid bond.

B1.11 QUALIFICATION OF BIDDERS

Each bidder shall be skilled and regularly engaged in the general class or type of work called for under the contract. A statement setting forth his/her experience shall be submitted by each bidder on the **EXPERIENCE STATEMENT** form provided in **SECTION C**.

Each bidder shall possess a valid Contractor's License issued by the Contractor's State License Board at the time his/her bid is submitted. The class of license shall be applicable to the work specified in the contract. Each bidder shall also have no less than five (5) years' experience in the magnitude and character of the work bid.

It is the intention of the Agency to award a contract to a bidder who furnished satisfactory evidence that he/she has the requisite experience and ability, and that he/she has sufficient capital, facilities, and plant to enable him/her to prosecute the work successfully and properly, and to complete it within the time stated in the contract.

To determine the degree of responsibility to be credited to the bidder, the Agency will weigh any evidence that the bidder has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress. If in the opinion of the Agency, a bidder is determined to be insufficiently qualified, then that bidder will not be considered for award of the contract.

B1.12 DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

Each proposal shall have listed on the **DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS** form provided in **SECTION C** the name and address of each subcontractor to whom the bidder proposes to sublet portions of the work in excess of one-half percent of the total amount of his/her bid. For the purpose of this paragraph, a subcontractor is defined as one who contracts with the Contractor to furnish materials and labor, or labor only for the performance of work at the site of the work or who will specially fabricate a portion of the work off the site pursuant to detailed drawings in the contract documents.

Public Contract Code § 4104 requires all bidders to list subcontractors who will perform work in excess of ½% of the total bid, or in the case of streets and highways, ½% or \$10,000, whichever is greater.

Public Contract Code § 6109 prohibits a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.

B1.13 PROPOSAL GUARANTEE

The proposal shall be accompanied by a proposal guarantee bond duly completed on the form provided herewith by a guarantee company authorized to carry on business in the State of California for payments to the Agency in the sum of at least 10% of the total amount of the bid proposal, or alternatively by a certified or cashier's check payable to the Agency, or cash, in the sum of at least 10% of the total amount of the bid proposal. The amount payable to the Agency under the proposal guarantee shall be forfeited to the Agency in case of failure or neglect of the bidder to furnish, execute and deliver to the Agency the required bonds, evidence of insurance and to enter into, execute and deliver to the Agency the agreement on the form provided herewith, within ten (10) days after being notified in writing by the Agency that the award has been made and the agreement is ready for execution.

B1.14 MODIFICATION OF PROPOSAL

A modification of a bid proposal already received will be considered only if the modification is received before the time announced for the opening of bids. All modifications shall be made in writing, executed and submitted in the same form and manner as the original bid proposal.

B1.15 WITHDRAWAL OF PROPOSAL

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the Agency's designated official prior to the bid opening hour stipulated in **SECTION A – NOTICE INVITING SEALED BIDS**. Proposals may not be withdrawn after that time without forfeiture of the proposal guarantee. The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.

B1.16 POSTPONEMENT OF BID OPENING

The Agency reserves the right to postpone the date and time for opening of bids at any time prior to the date and time announced in **SECTION A–NOTICE INVITING SEALED BIDS**.

B1.17 DISQUALIFICATION OF BIDDERS

If there is reason to believe that collusion exists among the bidders, none of the bids of the participants in such collusion will be considered. In the event that any bidder acting as a prime Contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime Contractor.

B1.18 REJECTION OF PROPOSALS

The Agency reserves the right to reject any and all proposals, to waive any irregularity, and to reject any proposals which are incomplete, obscure or irregular; any proposals which omit a bid on any one or more items on which bids are required; which omit unit prices if unit prices are required; in which unit prices are unbalanced in the opinion of the Agency; which are accompanied by insufficient or irregular bid security; or which are from bidders who have previously failed to perform properly or to timely complete contracts of any nature.

B1.19 AWARD OF CONTRACT

The Contract will be awarded, if at all, to the lowest responsible and responsive bidder, whose bid proposal is not rejected for cause by the Agency. However, until an award is made, the Agency reserves right will be reserved to reject any or all bids, and to waive technical errors or discrepancies, if to do so is deemed to best serve the interests of the Agency. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom it is proposed to make such an award.

Each bidder's attention is directed to the possibility that the award of the project may be delayed for various reasons. The Agency reserves the right to delay the award of the project for 45 calendar days. After 45 calendar days, the low bidder may at any time request release from its bid without penalty.

The acceptance of a proposal will be evidenced by a Notice of Award of Contract in writing, delivered by mail to the bidder whose proposal is accepted. No other act of the Agency shall constitute acceptance of a proposal. The award of contract shall obligate the bidder whose proposal is accepted to furnish a performance bond, payment bond and maintenance bond, as well as evidence of insurance and to execute the contract set forth herein.

B1.20 RETURN OF PROPOSAL GUARANTEES

Within ten (10) calendar days after the bids are opened, the Agency will release the proposal guarantees accompanying the proposals which are not to be considered in making the award. Proposal guarantees for the two lowest bidders will be held until the contract has been fully executed, after which they will be returned to the respective bidders.

B2.21 EXECUTION OF CONTRACT

The contract agreement shall be executed in duplicate by the successful bidder and returned, together with the contract bonds and evidence of insurance, within ten (10) calendar days after the notification of the

contract award by the Agency in writing. In case of failure of the successful bidder to execute the contract agreement within ten (10) calendar days after such notice, or any subsequent extension approved by Agency, the Agency at its option may consider the bidder in default, in which case the bid bond or proposal guarantee accompanying the bid shall become the property of the Agency. After execution by the Agency, one original contract shall be returned to the Contractor.

B1.22 FLEXIBILITY OF BID SCHEDULE

It is the intent of the Agency to award a contract to the lowest responsible and responsive bidder and the flexibility shown in the bid schedule is necessary to ensure a project is within the Agency's budget limits and constraints.

SECTION C

**STRIPING IMPROVEMENTS ON KATELLA AVENUE
SPECIFICATION NO. CIP 24/25-07**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

PROPOSAL INFORMATION AND DOCUMENTS

PROPOSAL INFORMATION AND DOCUMENTS

**BID PROPOSAL
BID SCHEDULE
BID BOND
NON-COLLUSION AFFIDAVIT
BID GUARANTEE
BIDDER INFORMATION
EXPERIENCE STATEMENT
DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS**

BID PROPOSAL

STRIPING IMPROVEMENTS ON KATELLA AVENUE SPECIFICATION NO. CIP 24/25-07

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

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

The contractor acknowledges receipt and inclusion of addenda _____ to _____ into this bid proposal and the contract documents.

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

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

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

NAME OF BIDDER: _____

MAILING ADDRESS: _____

STATE OF INCORPORATION: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

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

BID SCHEDULE

STRIPING IMPROVEMENTS ON KATELLA AVENUE SPECIFICATION NO. CIP 24/25-07

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

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

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

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

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

NAME OF BIDDER: _____
CONTRACTOR'S LICENSE NO.: _____
AUTHORIZED SIGNATURE: _____
TITLE: _____
DATE: _____

BID SCHEDULE (Continued)

**STRIPING IMPROVEMENTS ON KATELLA AVENUE
SPECIFICATION NO. CIP 24/25-07**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

BID SCHEDULE					
No.	Item Description	Estimated Quantity	Unit	Unit Price	Item Amount
1	Install Striping complete per plan.	1	LS	\$	\$
Total					

Bid Schedule Total \$_____

Bid Schedule Total (in words):

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

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

(Company Name of Bidder)

(Date)

BID BOND

**STRIPING IMPROVEMENTS ON KATELLA AVENUE
SPECIFICATION NO. CIP 24/25-07**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

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

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ___ day of _____, 2025.

PRINCIPAL*

SURETY*

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

Subscribed and sworn to this _____ day of _____, 2025.

NOTARY PUBLIC _____ (SEAL)

BID GUARANTEE

**STRIPING IMPROVEMENTS ON KATELLA AVENUE
SPECIFICATION NO. CIP 24/25-07**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

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

NAME OF BIDDER: _____

MAILING ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

(*Delete the inapplicable words)

BIDDER INFORMATION

**STRIPING IMPROVEMENTS ON KATELLA AVENUE
SPECIFICATION NO. CIP 24/25-07**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

BIDDER certifies that the following information is true and correct:

Name of Bidder: _____

Business Address: _____

Telephone: _____ FAX: _____

E-mail: _____

Contractor's License No.: _____ Date License Issued: _____

License Expiration Date: _____

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

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

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

Prior Disqualification

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

Date: _____ Entity: _____

Location: _____

Reason: _____.

Provide Status and any Supplemental Statement: _____

_____.

_____.

_____.

_____.

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

Violations of Federal or State Law

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

Yes / No: _____ Federal / State: _____

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

_____.

_____.

_____.

_____.

Have the penalties been paid? Yes / No: _____

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

Yes / No: _____ Codes / Laws: _____ Section / Article: _____

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

_____.

_____.

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **BIDDER INFORMATION** are true and correct. Executed this _____ day of _____, 2025, at _____, California.

Authorized Representative Signature and Title _____

EXPERIENCE STATEMENT

**STRIPING IMPROVEMENTS ON KATELLA AVENUE
SPECIFICATION NO. CIP 24/25-07**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

Project Title: _____
Client: _____ Date: _____ Project Value: _____
Contact: _____ Tel # _____

Description: _____

Subject to Federal Labor Standards: Yes No

Project Title: _____
Client: _____ Date: _____ Project Value: _____
Contact: _____ Tel # _____

Description: _____

Subject to Federal Labor Standards: Yes No

EXPERIENCE STATEMENT (Continued)

**STRIPING IMPROVEMENTS ON KATELLA AVENUE
SPECIFICATION NO. CIP 24/25-07**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

Project Title: _____
Client: _____ Date: _____ Project Value: _____
Contact: _____ Tel # _____

Description: _____

Subject to Federal Labor Standards: Yes No

Project Title: _____
Client: _____ Date: _____ Project Value: _____
Contact: _____ Tel # _____

Description: _____

Subject to Federal Labor Standards: Yes No

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **EXPERIENCE STATEMENT** are true and correct. Executed this _____ day of _____, 20__, at _____, California.

Authorized Representative Signature and Title

DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

**STRIPING IMPROVEMENTS ON KATELLA AVENUE
SPECIFICATION NO. CIP 24/25-07**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

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

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

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

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

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

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

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

NAME OF BIDDER: _____

AUTHORIZED SIGNATURE: _____

Date: _____

NON-COLLUSION AFFIDAVIT

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Signature of Declarant

Printed Name of Declarant

SECTION D

**STRIPING IMPROVEMENTS ON KATELLA AVENUE
SPECIFICATION NO. CIP 24/25-07**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

CONTRACT INFORMATION AND DOCUMENTS

CONTRACT INFORMATION AND DOCUMENTS

CONTRACT AGREEMENT

PAYMENT BOND

FAITHFUL PERFORMANCE BOND

MAINTENANCE BOND

WORKER'S COMPENSATION INSURANCE CERTIFICATE

INSURANCE ENDORSEMENT

STATEMENT RE INSURANCE COVERAGE

STATEMENT RE THE CONTRACTOR'S LICENSING LAWS

ARTICLES OF AGREEMENT

STRIPING IMPROVEMENTS ON KATELLA AVENUE SPECIFICATION NO. CIP 24/25-07

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

THIS **STRIPING IMPROVEMENTS ON KATELLA AVENUE AGREEMENT** (“AGREEMENT”) is made and entered into for the above-stated project this ____ day of _____, 2024 (*Council Action Date Here*), BY AND BETWEEN the City of Los Alamitos, a municipal corporation, hereafter designated as “AGENCY”, and CONTRACTOR’S BUSINESS NAME, a _____ (State) _____ (corporation, partnership, limited liability company, or other business form), hereafter designated as “CONTRACTOR.”

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

The contract documents for the **STRIPING IMPROVEMENTS ON KATELLA AVENUE**

shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the “Contract Documents”). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

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

AGENCY hereby employs CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices provided herein, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in this AGREEMENT.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the AGENCY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (Section 16700, et seq.) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding

body tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

ARTICLE III: Compensation

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum of Dollars (\$_____,) unless specifically approved in advance and in writing by AGENCY

Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

B. This AGREEMENT is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

C. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR upon Agency's confirmation of CONTRACTOR'S satisfactory completion of this AGREEMENT. At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

ARTICLE IV: Labor Code

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT is included in the price for all contract items of work involved.

This AGREEMENT is further subject to prevailing wage law, including, but not limited to, the following:

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the AGREEMENT. When any craft or classification is omitted from the general prevailing wage determinations, the CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. The CONTRACTOR shall forfeit as a penalty to AGENCY \$200.00 or any greater penalty provided in the Labor Code for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the AGREEMENT in violation of the provisions of the Labor Code whether such worker is employed in the execution of the work by CONTRACTOR or by any Subcontractor under CONTRACTOR. In addition, CONTRACTOR shall pay each worker the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

B. CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by all of its subcontractors.

C. Pursuant to Labor Code § 1776, CONTRACTOR and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this AGREEMENT. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

D. This AGREEMENT is further subject to 8-hour workday and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by CONTRACTOR's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to AGENCY \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by CONTRACTOR or by any Subcontractor of CONTRACTOR, for each Calendar Day during which such worker is required or permitted to the work more than eight hours in one Calendar Day or more than 40 hours in any one calendar week in violation of the Labor Code.

E. This AGREEMENT is subject to Public Contract Code Section 6109: CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Sections 1777.1 or 1777.7 of the Labor Code.

ARTICLE V: Work Site Conditions

A. In compliance with and pursuant to Government Code Section 4215, AGENCY shall assume the responsibility, as between the parties to this AGREEMENT, for the timely removal, relocation, or protection of existing main- or trunk-line utility facilities located on the site of any construction project that is a subject of this AGREEMENT, if such utilities are not identified by AGENCY in the plans and specifications made a part of the invitation for bids. The Contract Documents shall include provisions to compensate CONTRACTOR for the costs of locating, repairing damage not due to the failure of CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of AGENCY or the owner of a utility to provide for removal or relocation of such utility facilities.

B. To the extent that the work requires trenches in excess of five feet (5') and is estimated to cost more than \$25,000, prior to any excavation, CONTRACTOR must provide the AGENCY, or a registered civil or structural engineer employed by the AGENCY to whom authority has been delegated to accept such plans, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

C. This AGREEMENT is further subject to Public Contract Code Section 7104 with regard to any trenches deeper than four feet (4') involved in the proposed work as follows:

CONTRACTOR shall promptly, and before the following conditions are disturbed, notify AGENCY, in writing, of any:

- (1) Material that CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

AGENCY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in

CONTRACTOR's cost of, or the time required for, performance of any part of the work, AGENCY shall issue a change order under the procedures described in this AGREEMENT.

In the event that a dispute arises between AGENCY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided in the AGREEMENT, but shall proceed with all work to be performed under the AGREEMENT. CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE VI: Insurance

A. With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain, and shall require all of its subcontractors to maintain, insurance as required by Section E "Standard Specifications" of the Contract Documents.

B. This AGREEMENT is further subject to Workers' Compensation obligations, including, but not limited to, California Labor Code Sections 1860 and 1861 as follows:

CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR and any of CONTRACTOR's subcontractors shall be required to provide AGENCY with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this AGREEMENT at the site of the Project is not protected under any Worker's Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify and hold harmless AGENCY for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

ARTICLE VII: Indemnification

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the "Indemnitees") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "Liabilities"), arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of CONTRACTOR, CONTRACTOR's Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the "Indemnitors"), in connection with or

relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT.

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer's or partner's joint and several liability hereunder.

ARTICLE VIII: Binding Effect

AGENCY and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto and to its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This AGREEMENT is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

ARTICLE IX: Dispute Resolution

A. In the event of a dispute arising out of the terms of this AGREEMENT, including any action brought to declare the rights granted herein or to enforce any of the terms of this AGREEMENT, the party prevailing in such dispute shall be entitled to all reasonable costs and litigation expenses actually incurred, including fees of attorneys and expert witnesses. Any court action arising out of this AGREEMENT shall be filed in the Los Angeles County Superior Court. Any alternative dispute resolution proceeding arising out of this AGREEMENT shall be heard in the City of Los Angeles or the City of Los Alamitos, California.

B. AGENCY shall have full authority to compromise or otherwise settle any claim relating to this AGREEMENT or any part hereof at any time. AGENCY shall provide timely notification to CONTRACTOR of the receipt of any third-party claim relating to this AGREEMENT. AGENCY shall be entitled to recover its reasonable costs incurred in providing the notification required by this section.

C. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by Contractor, for the response to such claims by the Agency, for a mandatory meet and confer conference upon the request of Contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

ARTICLE X: Independent Contractor

CONTRACTOR is and shall at all times remain as to AGENCY, a wholly independent contractor. Neither AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

ARTICLE XI: Taxes

CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this AGREEMENT. The CONTRACTOR is responsible for ascertaining and arranging to pay such taxes and duties. The prices established in this AGREEMENT shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the execution of this AGREEMENT.

ARTICLE XII: Notices

All notices and communications shall be sent in writing to the parties at the following addresses:

AGENCY: Chris Kelley

CONTRACTOR: [INSERT CONTACT]

CITY OF LOS ALAMITOS

CONTRACTOR'S BUSINESS NAME

3191 Katella Avenue

Mailing Street Address

Los Alamitos, CA 90720

City, State Zip Code

ARTICLE XIII: Entire Agreement

This AGREEMENT supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement or promise not contained in this AGREEMENT shall not be valid or binding. Any modification of this AGREEMENT will be effective only if signed by the party to be charged.

The benefits and obligations of this AGREEMENT shall inure to and be binding upon the representatives, agents, partners, heirs, successors and assigns of the parties hereto. This AGREEMENT shall be construed pursuant to the laws of the State of California.

ARTICLE XIV: Authority to Contract

The signatories hereto represent that they are authorized to sign on behalf of the respective parties they represent and are competent to do so, and each of the parties hereto hereby irrevocably waives any and all rights to challenge signatures on these bases.

ARTICLE XV: General Provisions

A. All reports, documents or other written material (“written products” herein) developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by AGENCY. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.

B. In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

C. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph hereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

D. The waiver by AGENCY or CONTRACTOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by AGENCY or CONTRACTOR unless in writing.

E. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this Xth day of Month, 20XX
(*Council Action Date Here*)

CONTRACTOR: Contractor's Business Name

Contractor's Sign Name, Title
Contractor's License No. XXXXXX

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC _____ (SEAL)

AGENCY: _____
Mayor Date
City of Los Alamitos

ATTESTED: _____
Windmera Quintanar, MMC, City Clerk Date
City of Los Alamitos

APPROVED AS
TO FORM: _____
Michael S. Daudt, City Attorney Date
City of Los Alamitos

(EXECUTE IN DUPLICATE)

PAYMENT BOND
STRIPING IMPROVEMENTS
ON
KATELLA AVENUE

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

WHEREAS, the City of Los Alamitos, as AGENCY has awarded to Contractor's Business Name, as CONTRACTOR, a contract for the above-stated project;

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law;

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of **[DESCRIBE VERBALLY; 100% OF TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR]**Dollars (\$XXX,XXX.XX) which is one hundred percent (100%) of the total contract amount for the above-stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and to pay over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the plaintiffs and AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this day of _____, 20__.

Contractor*

Contractor's Signer's Name, Title
Contractor's Business Name
Mailing Street Address
City, State, Zip Code
Telephone #

Surety*

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

Subscribed and sworn to this ____ day of _____, 20__.

NOTARY PUBLIC.....
.....(SEAL)

SPC24-05

**(EXECUTE IN DUPLICATE)
FAITHFUL PERFORMANCE BOND**

**STRIPING IMPROVEMENTS ON KATELLA AVENUE
SPECIFICATION NO. CIP 24/25-07**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

KNOW ALL PERSONS BY THESE PRESENTS That Contractor's Business Name, hereinafter referred to as "CONTRACTOR" as PRINCIPAL, and , a corporation duly organized and doing business under and by virtue of the laws of the State of California and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings as Surety, are held and firmly bound unto the CITY OF LOS ALAMITOS, CALIFORNIA, hereinafter referred to as the "AGENCY" in the sum of **[DESCRIBE VERBALLY; 100% OF TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR]**Dollars (\$XXX,XXX.XX); which is one hundred percent (100%) of the total contract amount for the above stated project; lawful money of the United States of America for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas CONTRACTOR has been awarded and is about to enter into a Contract with AGENCY to perform all work required pursuant to the contract documents for the project entitled: **STRIPING IMPROVEMENTS ON KATELLA AVENUE CONTRACT** which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract;

NOW, THEREFORE, if CONTRACTOR and his or her Subcontractors shall well and truly do and perform all the covenants and obligations of the Contract on his or her part to be done and performed at the times and in the manner specified herein including compliance with all Contract specifications and quality requirements, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any alterations in the work to be done, or in the material to be furnished, which may be made pursuant to the terms of the Contract, shall not in any way release CONTRACTOR or the Surety thereunder, nor shall any extensions of time granted under the provisions of the Contract release either CONTRACTOR or said Surety, and notice of such alterations of extensions of the Contract is hereby waived by said Surety.

In the event suit is brought upon this Bond by AGENCY and judgment is recovered, said Surety shall pay all costs incurred by AGENCY in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _____, 20__

Contractor* Name, Title of Signer

SURETY*.....

Contractor's Business Name

.....

Mailing Street Address

.....

City, State, Zip Code

.....

Telephone #

.....

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

Subscribed and sworn to this ____ day of _____, 20__

NOTARY PUBLIC.....(SEAL)

(EXECUTE IN DUPLICATE)

MAINTENANCE BOND

**STRIPING IMPROVEMENTS ON KATELLA AVENUE
SPECIFICATION NO. CIP 24/25-07**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

KNOW ALL PERSONS BY THESE PRESENTS THAT WHEREAS, the City of Los Alamitos, as AGENCY has awarded to Contractor's Business Name, as CONTRACTOR, a contract for the above-stated project.

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract guaranteeing maintenance thereof;

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of **DESCRIBE VERBALLY; 50% OF TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR** Dollars (\$XXX,XXX.XX), which is fifty percent (50%) of the total contract amount for the above-stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if CONTRACTOR shall remedy without cost to AGENCY any defects which may develop during a period of one (1) year from the date of recordation of the Notice of Completion of the work performed under the contract, provided such defects are caused by defective or inferior materials or work, then this obligation shall be void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the AGENCY in an amount to be fixed by the court.

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

_____, 20__.

Contractor*

Contractor's Signer's Name, Title

Contractor's Business Name

Mailing Street Address

City, State, Zip Code

Telephone #

SURETY*

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

Subscribed and sworn to this day of....., 20__.

NOTARY PUBLIC.....

.....(SEAL)

(EXECUTE IN DUPLICATE)

WORKERS' COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: _____ Contractor's Business Name .
(Contractor)

By: _____
(Signature)

(Title)

Attest:

By: _____
(Signature)

(Title)

Note: See Section 5 Legal Relations and Responsibilities, Subsection 5-4 of the Standard Specifications for insurance carrier rating requirements.

ENDORSEMENTS TO INSURANCE POLICY

Name of Insurance Company:

Policy Number:

Effective Date:

The following endorsements are hereby incorporated by reference into the attached Certificate of Insurance as though fully set forth thereon:

1. The naming of an additional insured as herein provided shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured, and
2. The additional insured named herein shall not be held liable for any premium or expense of any nature on this policy or any extensions thereof, and
3. The additional insured named herein shall not by reason of being so named be considered a member of any mutual insurance company for any purpose whatsoever, and
4. The provisions of the policy will not be changed, suspended, canceled or otherwise terminated as to the interest of the additional insured named herein without first giving such additional insured twenty (20) days' written notice.
5. Any other insurance held by the additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance, which is referred to by this certificate.
6. **The company provided insurance for this certificate is a company licensed to do business in the State of California with a Best's rating of A+ VIII or greater.**

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

Authorized Insurance Agent

Date: _____

STATEMENT REGARDING INSURANCE COVERAGE

**STRIPING IMPROVEMENTS ON KATELLA AVENUE
SPECIFICATION NO. CIP 24/25-07**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in **5.4 LIABILITY INSURANCE** of Section E, Standard Specifications. Should Bidder be awarded the contract for the work, the undersigned further certifies that Bidder can meet all of these specification requirements for insurance including insurance coverage of his/her subcontractors.

NAME OF BIDDER:

MAILING ADDRESS:

.....

.....

AUTHORIZED SIGNATURE:

TITLE:

DATE:

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS

**STRIPING IMPROVEMENTS ON KATELLA AVENUE
SPECIFICATION NO. CIP 24/25-07**

IN THE CITY OF LOS ALAMITOS, CALIFORNIA

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

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

Business & Professions Code § 7028.15:

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

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

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

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

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

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

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

Public Contract Code § 20103.5:

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

Contractors License Number: _____

License Expiration Date: _____

Authorized Signature: _____

Date: _____

SECTION E
STRIPING IMPROVEMENTS ON KATELLA AVENUE
SPECIFICATION NO. CIP 24/25-07
IN THE CITY OF LOS ALAMITOS, CALIFORNIA
STANDARD SPECIFICATIONS

STANDARD SPECIFICATIONS
STRIPING IMPROVEMENTS ON KATELLA AVENUE
SPECIFICATION NO. CIP 24/25-07
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

0-1 STANDARD SPECIFICATIONS

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

0-2 NUMBERING OF SECTIONS

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

0-3 AMENDMENTS AND MODIFICATIONS

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

1-2 TERMS AND DEFINITIONS

Add the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1-3.3 INSTITUTIONS

Add the following:

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

1-6 BIDDING AND SUBMISSION OF THE BID

1-6.2 SUBCONTRACTOR LISTING

Replace the third paragraph with the following:

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

Delete the fourth paragraph and replace with the following:

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

Delete the fifth paragraph and replace with the following:

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

Add the following:

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

1-7 AWARD AND EXECUTION OF THE CONTRACT

1-7.1 GENERAL

Add the following:

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

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

The Agency reserves the right to waive any irregularities.

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

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

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

1-7.2 CONTRACT BONDS

Add the following:

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

All bonds must be accompanied by a Power of Attorney

SECTION 2 – SCOPE OF THE WORK

2-1 WORK TO BE DONE

Add the following:

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

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

The City of Los Alamitos proposes to re-stripe the existing striping with paint on Katella Avenue from Los Alamitos Boulevard to Walker Street (East City limit). Conflicting striping removals, raised pavement marker removal/replacement, and curb marking re-painting are excluded from the scope of the project.

2-2 PERMITS

Replace first paragraph with the following:

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

2-3 RIGHT-OF-WAY

Add the following:

When the Contractor arranges for additional work areas and facilities temporarily required by him/her, he/she shall provide the Agency with proof that the additional work areas and/or facilities have been left

in a condition satisfactory to the owner(s) of said work areas and/or facilities prior to acceptance of the work.

2-4 COOPERATION AND COLLATERAL WORK

Add the following:

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

2-7 CHANGES INITIATED BY THE AGENCY

2-7.1 GENERAL

Add the following:

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

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

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

SECTION 3 – CONTROL OF THE WORK

3-3 SUBCONTRACTORS

Replace the first paragraph with the following:

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

3-5 INSPECTION

Add the following:

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

3-10 SURVEYING

3-10.1 GENERAL

Add the following:

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

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

3-12 WORK SITE MAINTENANCE

3-12.1 General

Add the following Subsection:

3-12.1.1 WORK AREA APPEARANCE

The Contractor shall maintain a neat appearance to the Work.

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

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

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

3-12.3 NOISE CONTROL

Add the following:

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

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

3-12.6 WATER POLLUTION CONTROL

3-12.6.1 General

Add the following:

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

3-12.6.2 BEST MANAGEMENT PRACTICES (BMPs)

Add the following:

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

3-12.6.5 PAYMENT

Add the following:

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

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY

3-13.3 WARRANTY

Add the following:

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

For the purpose of this article "Acceptance of the Work" shall mean the acceptance of the Work by the Agency in accordance with Subsection 3-13.2 but not for the purpose of extinguishing any covenant or agreement or agreement on the part of the Contractor to be performed or fulfilled under this Contract,

which has not in fact been performed or fulfilled at the time of such acceptance all of such covenants and agreements, shall continue to be binding on the Contractor until they have been fulfilled. The effective date of Acceptance of the Work and commencement of the Guarantee shall be the date of acceptance of the Notice of Completion by the City Council.

Add the following subsection to Subsection 3-13:

3-13.3.4 General Guaranty

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

SECTION 4 – CONTROL OF MATERIALS

4-1 GENERAL

Add the following:

The Contractor and all subcontractors, suppliers, and vendors, shall guarantee that the entire Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the Agency, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within one year after the date of recordation of the Notice of Completion. Within this one year period, the Contractor shall also restore to full compliance with the requirements of this Contract any portion of the Work which is found not to meet those requirements. The Contractor shall defend, indemnify, and hold the Agency, its officers, agents, and employees harmless from claims of any kind due to injuries or damages arising, directly or indirectly, from said defects or noncompliance.

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

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

4-4 TESTING

Replace the third and fourth sentences of the first paragraph with the following:

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

4-6 TRADE NAMES

Replace the third sentence of the second paragraph with the following:

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

Add the following:

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR

5-3.1 General

Add the following:

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

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

Add the following Subsection:

5-3.4.1 OVERTIME AND SHIFT WORK

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

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

5-4.2 GENERAL LIABILITY INSURANCE

Replace Subsection 5-4.2 with the following:

5-4.2.1 GENERAL. CONTRACTOR and AGENCY agree that Agency, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim,

lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the Agency. CONTRACTOR acknowledges that AGENCY would not have entered into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect AGENCY as set forth here.

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

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

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

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

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

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

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

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

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

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

5.4.2.10 Business Auto/Umbrella Liability Insurance. Primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto). Limits shall be no less than two million dollars (\$2,000,000.00) per accident. Starting and ending dates shall be concurrent. If CONTRACTOR owns no autos, a non-owned auto endorsement to the General Liability policy drafted above is acceptable.

5-4.3 WORKERS’ COMPENSATION INSURANCE

Replace Subsection 5-4.3 with the following:

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

5-4.3.2 CONTRACTOR and AGENCY further agree as follows:

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

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

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

5-4.3.2.4 Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally

SPC24-05

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

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

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

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

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

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

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

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

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

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

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

5-7 SAFETY

Add the following:

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

Add the following Subsection 5-8 Project Information Sign:

5-8 PROJECT INFORMATION SIGN

Work specified in this section includes providing all materials and performing all operations to fabricate, install, modify and/or relocate Project Information Signs, and as specified in these Special Provisions.

Submit a shop drawings for all sign panels, and the Manufacturer's data for the Sign Panels.

MATERIALS

A. Project Information Signs shall be constructed per Caltrans specifications for aluminum single sheet and laminated panel signs.

B. Sign Posts shall be constructed of wood and shall conform to the provisions of section 56-2.02B, Caltrans.

C. Mounting Hardware shall be furnished by the Contractor and shall conform to the provisions of section 56-2.02D, Caltrans.

D. To properly provide for changing traffic conditions, the Contractor shall be prepared to furnish on short notice (within 48 hours) additional sign panels, posts and mounting hardware. The Contractor shall make arrangements with a supplier who is able, on a daily basis, to furnish such items on short notice.

INSTALLATION

A. For this contract, **Zero (0) Project Information Sign(s) are required** and shall be installed, relocated or modified as directed by the City Engineer and shall conform to the provisions of sections 56-2.03, and 56-2.04, Caltrans.

B. All signs shall have breakaway features as detailed in Standard Plan RS2, "Roadside Sign Details," Caltrans.

C. Signs to be removed and/or relocated as directed by the City Engineer shall be installed at the new location on the same day said sign is removed from its previous location.

D. The location of each sign shall be as directed by the City Engineer or his designee.

Project information sign should be installed in a way to have bottom of sign at least 7 feet above the ground.

The project information signs shall be erected five (5) working days prior to the start of work.

The sign shall show the project name, funding source, and City logo. The sign shall list the names of the City Manager, City Council, Director of Development Services, and City Engineer. Contractor shall submit a mock-up to the City for review prior to manufacturing sign. The Contractor shall revise all misspellings and any other corrections on the sign at no extra cost to the City.

Upon completion of the project, City shall keep all of the Project Information Signs.

Measurement and payment for **Project Information Sign** shall be at the unit bid price per **each (EA)** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in construction of these items and no additional compensation will be allowed therefore.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

Add the following:

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

6-2 PROSECUTION OF THE WORK

Replace the last sentence of first paragraph with the following:

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

Add the following:

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

6-3 TIME OF COMPLETION

Add the following subsection:

6-3.3 WORKING DAY

The Contractor's activities shall be confined to the hours between 7:30 a.m. and 4:00 p.m. Monday through Friday. In addition, the Contractor shall not perform any Work on Saturday, Sunday, or on

SPC24-05

Agency-designated holidays. Agency-designated holidays are listed in **TABLE 1 – AGENCY-DESIGNATED HOLIDAYS** below. Deviation from these hours will be permitted upon approval of the Engineer, except in emergencies involving immediate hazard to persons or property.

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

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

TABLE 1 – AGENCY-DESIGNATED HOLIDAYS

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

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

6-4 DELAYS AND EXTENSION OF TIME

6-4.1 GENERAL

Add the following Subsections:

6-4.1.1 Notice of Delays

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

6-4.1.2 Avoidable Delays

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

6-4.1.3 Extension of Time

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

6-4.2 EXTENSIONS OF TIME

Add the following Subsection:

6-4.2.1 Compensation to Agency for Extension of Time

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

6-4.4 WRITTEN NOTICE AND REPORT

Replace Subsection 6-4.4 with the following:

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

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

6-9 LIQUIDATED DAMAGES

Replace Subsection 6-9 Liquidated Damages with the following:

6-9 FORFEITURE DUE TO DELAY

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

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

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

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

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

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

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

Add the following Subsections:

6-10 DISPUTES AND CLAIMS

6-10.1 GENERAL

SPC24-05

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

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

6-10.2 ADMINISTRATIVE REVIEW

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

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

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

1. Project Engineer
2. City Engineer

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

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

6-10.3 ARBITRATION

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

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

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

6-11 NOTICE OF POTENTIAL CLAIM

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

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

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

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

SECTION 7 – MEASUREMENT AND PAYMENT

7-3 PAYMENT

7-3.2 PARTIAL AND FINAL PAYMENT

Replace the last paragraph of this subsection with the following:

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

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

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

7-3.3 DELIVERED MATERIALS

Replace Subsection 7-3.3 with the following:

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

SPC24-05

7-3.4 Mobilization

Replace Subsection 7-3.4 with the following:

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

Contractor shall provide traffic control per California Temporary Traffic Control Handbook. Contractor must maintain access for visitors to the properties. One driveway must always remain open and accessible.

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

PART 6 – TEMPORARY TRAFFIC CONTROL

600 ACCESS

600-1 General

Add the following:

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

All traffic control on the project shall be implemented by a sub-contractor who specializes in Traffic Control and is approved by the City Engineer.

All drop-offs on the pavement over 1 inch in height that are perpendicular to the direction of traffic, including driveway approach, and will remain overnight shall be ramped with temporary AC pavement. The cost to construct temporary AC pavement shall be included in price paid for other items of work, and no additional payment thereof.

All open trenches shall be covered with non-skid steel plates or temporary asphalt pavement before and after work hours, unless otherwise directed by the Engineer.

Add the following Subsection:

600-1.1 Parking Restrictions and Posting for Tow Away

No Parking signs, posted by the Contractor, shall be of heavy card stock and not less than 1.75 square feet of surface area on the face. Background color shall be white and letters shall be printed in red water resistant ink except day, date, and time of restriction may be printed in black water resistant ink. The signs shall be printed with the words “Tow Away” and “No Parking” with a character height of not less than 2.75 inches and a stroke width of not less than 0.5 inches. The day, dated, and time of the particular restriction shall be printed or attached below the above mentioned wording in characters of not less than 2.0 inches in height and 0.4 inches in stroke width. The day of the week shall be written out or properly abbreviated with three to four letters; date or dates or restriction shall be listed completely; the beginning and ending times shall be clearly listed on the sign.

Signs shall be mounted such that the wording “No Parking” are at an elevation at least three feet above the adjacent flowline. Signs may be tied with string to trees and power poles, taped to existing sign poles, or mounted to stakes or barricades as provided by the Contractor. The signs shall be placed as needed to control the parking of cars within the construction zone; signs shall be placed at intervals of 75 feet or less along each side of the roadway.

Signs shall be posted and maintained by the Contractor for a period of 72 hours prior to the restrictions becoming effective. The Contractor may only post parking restrictions that are effective for the duration of the Work. Upon completion of the Work, the Contractor shall promptly and completely remove and dispose all signs, stakes, and barricades. The Contractor shall promptly reset or replace all damaged or defective signs.

The Contractor shall be fully responsible for the adequate removal of all parked cars. The Contractor shall coordinate the removal of all vehicles with the Sheriff Department. The Contractor shall notify the Sheriff Communications Center upon posting of the parking restrictions for a particular street. For removal of parked vehicles, the Contractor shall notify the Sheriff Communications Center not less than two hours prior to the needed removal, stating the address nearest the parked vehicle, make, model, color and license number. The City shall not be responsible for any delay or additional costs associated with the removal of parked cars that obstruct the construction operation.

If a vehicle owner successfully contests a towing citation in court, and their citation is dismissed for causes related to the Contractor's failure to perform the requirements of this section, the Contractor shall reimburse the City for the cost of any claims associated with the towing citation.

DEVIATIONS FROM THE REQUIREMENTS OF THIS SUBSECTION WILL BE PERMITTED ONLY ON PRIOR CONSENT OF THE ENGINEER. FAILURE OF THE CONTRACTOR TO ADHERE TO THE REQUIREMENTS OF THIS SUBSECTION, OR FAILURE OF THE CONTRACTOR TO COMPLETE HIS DAILY SCHEDULE ONCE "TEMPORARY NO PARKING" SIGNS HAVE BEEN POSTED, WILL RESULT IN DAMAGES BEING SUSTAINED BY THE CITY. SUCH DAMAGES ARE, AND WILL CONTINUE TO BE, IMPRACTICABLE AND EXTREMELY DIFFICULT TO DETERMINE. FOR EACH OCCURRENCE OF A VIOLATION, AS PROVIDED HEREIN, THE CONTRACTOR SHALL PAY TO THE AGENCY, OR HAVE WITHHELD FROM MONIES DUE TO IT, THE SUM OF \$1,000.00.

EXECUTION OF THE CONTRACT SHALL CONSTITUTE AGREEMENT BY THE AGENCY AND CONTRACTOR THAT \$1,000.00 PER VIOLATION IS THE MINIMUM VALUE OF THE COST AND ACTUAL DAMAGE CAUSED, THAT SUCH SUM SHALL NOT BE CONSTRUED AS A PENALTY, AND THAT SUCH SUM MAY BE DEDUCTED FROM PAYMENTS DUE THE CONTRACTOR.

600-1.2 STREET CLOSURE, DETOURS, BARRICADES

Add the following:

All traffic control barricades, signs and devices used by the Contractor shall, as a minimum, conform to the "Manual of Traffic Controls for Construction and Maintenance Work Zones," adopted by and in current use by the State of California, Department of Transportation. Channelization devices shall be spaced no greater than fifty (50) feet apart. The Contractor shall take additional precautions as he/she may find necessary under the circumstances.

Should the Contractor fail to provide adequate traffic control or safety barricades, and in the event a responsible individual cannot be located or refuses to perform, the Agency will at its option place needed devices or engage a private firm to place and maintain said barricades, which will be charged to the Contractor directly.

Temporary traffic channelization shall be accomplished with delineators. Temporary striping will not be allowed unless specifically permitted by the Engineer. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping be allowed on finished pavement surfaces which are to remain.

Full street closures will not be allowed prior to City Council approval.

601-1.3 Measurement and Payment.

SPC24-05

Measurement and Payment for **Traffic Control** shall be included in various other bid items and shall be considered full compensation and include but not limited to furnishing all labor, tools, material, equipment, signage, TTC zone devices, channelizing devices, changeable message sign, and incidentals for doing all work involved in preparing traffic control plans and implementing traffic control, and no additional compensation will be allowed therefore.

SECTION G
STRIPING IMPROVEMENTS ON KATELLA AVENUE
SPECIFICATION NO. CIP 24/25-07
IN THE CITY OF LOS ALAMITOS, CALIFORNIA

SPECIAL PROVISIONS

STRIPING

All equipment, materials, and components for striping and the installation thereof, shall conform to the latest edition of the Caltrans Standard Plans, and Standard Specifications, Section 84, "Markings", unless otherwise noted in these Special Provisions and on the Plans. These Plans and Specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from Caltrans, District 12 office at 7150 E 4TH St #100, Santa Ana, California 92705 or from Caltrans, 6002 Folsom Boulevard, Sacramento, California 95819, (916) 445-3520.

All materials required for the completion of work as shown on the Plans shall be provided by the Contractor.

SECTION 84 - MARKINGS

84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-2.02 Materials.

84-2.02A General. Traffic stripes, pavement markings, crosswalks, and arrow markings shall be paint, two-coats (2) and shall be applied over existing stripes and or pavement markings, crosswalks, unless otherwise shown on the Plans.

84-2.02G Paint. Traffic striping shall be paint, two coats (2) including crosswalks, arrows and other pavement legends. Paint shall be ready-mixed rapid dry type.

Ready-mixed paints shall be suitable for use on either asphalt concrete or Portland cement concrete.

84-2.03 Construction.

84-2.03A General. The Contractor shall furnish the necessary control points for all striping and markings and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer.

The Contractor shall establish all traffic striping between these points by stringline or other method to provide striping that will vary less than ½-inch in 50-feet from the specified alignment.

When no previously applied figures, markings, or traffic striping are available to serve as a guide, suitable layouts shall be spotted in advance of the permanent paint application. Traffic lines may be spotted by using a rope as a guide for marking spots every 5-feet, by using a marking wheel mounted on a vehicle, or by any other means satisfactory to the Engineer.

The Contractor shall mark or otherwise delineate the traffic lanes in the new roadway or portion of roadway, or detour before opening it to traffic.

The Contractor shall provide an experienced technician to supervise the location, alignment, layout, dimensions, and application of the paint.

Spotting shall be completed prior to the removal of any existing stripes. Existing stripes and markings shall be removed prior to painting new stripes and markings, but in no case shall any section of street be left without the proper striping for more than 24 hours, or over weekends or holidays.

84-2.03B Application of Traffic Stripes and Pavement Markings.

84-2.03B(6) Paint. Paint shall be applied in two coats.

The second coat of paint shall be applied no less than 24 hours from application of the first coat.

Each coat of paint shall include glass beads, Type 2.

84-2.04 Payment. Payment for striping details and pavement markings shall be included in the lump sum price bid for striping, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in completing the operations as shown on the plans, and as specified in these specifications and the special provisions, and as directed by the Engineer. No additional compensation shall be allowed.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: January 21, 2025

ITEM NUMBER: 10H

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Award of Plans and Specifications for the CDBG Street Improvements on Maple Street (CIP 24/25-04)

SUMMARY

This item recommends the award of bid to Copp Contracting, Inc. to facilitate the CDBG Street Improvements on Maple Street (CIP 24/25-04). The City of Los Alamitos proposes to grind and overlay asphalt streets and repair damaged concrete as part of its ongoing pavement management program.

RECOMMENDATION

1. Award construction for the CDBG Street Improvements on Maple Street (CIP 24/25-04) Project in the amount of \$323,256.07 to Copp Contracting, Inc.; and,
2. Authorize the Mayor to execute the contract in a form to be approved by the City Attorney with Copp Contracting, Inc. for the project; and,
3. Authorize the City Engineer to add work and execute change orders in an amount not to exceed the contingency reserve of 8% (\$25,860.49) for a total construction cost of \$349,116.56.

BACKGROUND

The project proposes to grind and overlay asphalt on Maple Street from Katella Avenue to Farquhar. Avenue. The scope of the project will include replacing the damaged curb & gutter and lifting the sidewalk to correct drainage. ADA curb ramps will also be modified to current codes as necessary for accessibility.

DISCUSSION

Project Bid Results

Notices announcing the solicitation of bids for this project were posted in the local publications, consisting of the Event News-Enterprise and the F.W. Dodge publication. The project was also placed online via Planet Bid.

Bids for the project were publicly opened on December 11, 2024 at 11:00 am. From the four (4) total bids received, it was determined that the lowest responsible bid submitted was from Copp Contracting, Inc., with a total bid amount of \$323,256.07. The bid results are provided below:

Copp Contracting, Inc	\$	323,256.07
LCR Earthwork & Engineering, Corp.	\$	518,911.25
Onyx Paving Company, Inc.	\$	343,000.00
RJ Noble Company	\$	421,030.00
Average	\$	401,549.33

The following represents an approximate timeline for the completion of the project:

- 01/21/2025 Award of Contract (City Council Meeting)
- 02/25/2025 Start of construction
- 04/08/2025 End of construction

FISCAL IMPACT

The total budget for the project is \$420,000, which includes funding of \$70,000 from the General Fund - Account No. 10-570-5501-5201 and CDBG HUD funds (Account No. 19-570-5501-5201) in the amount of \$350,000. The \$70,000 funding from the General Fund will satisfy the required 20% match. Planning, construction management, and inspection costs are estimated at \$66,712. The construction cost plus contingency will total \$349,116.56 bringing the total cost of the CDBG Street Improvement Project - Maple Street at \$415,828.56.

Available funding and cost for the projects are provided in the table below.

Budget Year	FiscalSource	Amount
2024-25	CDBG Fund	\$350,000
2024-25	General Fund	\$70,000
	<i>Total Funding for the project</i>	<i>\$420,000</i>
Project Cost		Amount
Construction Cost		\$323,256.07
- Copp Contracting, Inc		
Contingency - 8%		\$25,860.49
Planning, construction management, inspection		\$66,712
	<i>Total Cost for the Project</i>	<i>\$415,828.56</i>

Attachment: 1. Bid Analysis - CIP 24/25-04 CDBG Street Improvements on Maple Street

CIP 24/25-04 - CDBG Street Improvements on Maple Street CIP 24/25-04 (Closed)

Close

	Copp Contracting, Inc. \$323,256.07	LCR Earthwork & Engineering, Corp. \$518,911.25	Onyx Paving Company, Inc. \$343,000.00	R.J. NOBLE COMPANY \$421,030.00
COLD MILL 2-INCH UNIFORM DEPTH INCLUDING ANY ASPHALT CONCRETE ABOVE LIP OF GUTTER Qty 14705 Square Foot/Feet	\$14,263.85	\$18,381.25	\$11,764.00	\$15,881.40
CONSTRUCT 2-INCH THICK ASPHALT RUBBER HOT MIX (ARHM GG-C 64-16) OVERLAY Qty 178 Ton	\$28,750.56	\$43,610.00	\$32,040.00	\$54,112.00
REMOVE A.C., A.B., AND SUBGRADE AND CONSTRUCT 6-INCH THICK AC PAVEMENT OVER 95 PCT ... Qty 3300 Square Foot/Feet	\$33,693.00	\$82,500.00	\$33,000.00	\$34,650.00
REMOVE EXISTING AND CONSTRUCT 4-INCH THICK P.C.C. SIDEWALK PER SPPWC STD PLAN 113-2 Qty 72 Square Foot/Feet	\$2,304.00	\$2,880.00	\$1,296.00	\$1,404.00
REMOVE EXISTING AND CONSTRUCT CURB AND GUTTER PER STD PLAN 120-3, TYPE A2-8.MATCH... Qty 175 Linear Foot/Feet	\$17,150.00	\$21,875.00	\$15,400.00	\$23,800.00
REMOVE EXISTING AND CONSTRUCT CURB RAMP PER SPPWC STD PLAN 111-5, CASE AND TYPE ... Qty 2 Each	\$18,200.00	\$26,000.00	\$28,000.00	\$12,000.00
REMOVE AND CONSTRUCT CROSS/LONGITUDINAL GUTTER AND/OR SPANDREL PER SPPWC STD ... Qty 732 Square Foot/Feet	\$25,180.80	\$25,620.00	\$21,960.00	\$29,646.00
ADJUST WATER VALVE TO GRADE Qty 6 Each	\$1,500.00	\$4,200.00	\$3,000.00	\$972.00
ADJUST MANHOLE TO GRADE Qty 1 Each	\$5,000.00	\$2,000.00	\$1,800.00	\$1,200.00
INSTALL SIGNING AND STRIPING COMPLETE PER PLANS Qty 1 Lump-Sum	\$4,400.00	\$8,000.00	\$8,240.00	\$39,175.00
IMPLEMENT TRAFFIC CONTROL Qty 1 Dollar	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
SITE MAINTENANCE Qty 1 Dollar	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
PROJECT INFORMATION SIGN Qty 1 Each	\$1,500.00	\$3,000.00	\$8,000.00	\$1,100.00
COLD MILL 2-INCH UNIFORM DEPTH INCLUDING ANY ASPHALT CONCRETE ABOVE LIP OF GUTTER Qty 24440 Square Foot/Feet	\$23,706.80	\$30,550.00	\$19,552.00	\$19,307.60
CONSTRUCT 2-INCH THICK ASPHALT RUBBER HOT MIX (ARHM GG-C 64-16) OVERLAY Qty 295 Ton	\$47,648.40	\$72,275.00	\$53,100.00	\$67,850.00
REMOVE A.C., A.B., AND SUBGRADE AND CONSTRUCT 6-INCH THICK AC PAVEMENT OVER 95 PCT ... Qty 3946 Square Foot/Feet	\$40,288.66	\$98,650.00	\$39,460.00	\$35,514.00
REMOVE EXISTING AND CONSTRUCT 4-INCH THICK P.C.C. SIDEWALK PER SPPWC STD PLAN 113-2 Qty 128 Square Foot/Feet	\$4,096.00	\$5,120.00	\$2,304.00	\$2,496.00
REMOVE EXISTING AND CONSTRUCT CURB AND GUTTER PER STD PLAN 120-3, TYPE A2-8. MATC... Qty 98 Linear Foot/Feet	\$9,604.00	\$12,250.00	\$8,624.00	\$16,170.00
REMOVE EXISTING AND CONSTRUCT CURB RAMP PER SPPWC STD PLAN 111-5, CASE AND TYPE ... Qty 1 Each	\$9,250.00	\$15,000.00	\$14,000.00	\$6,000.00
REMOVE AND CONSTRUCT PORTION OF CURB DRAIN PER SPPWC STD PLAN 150-4. CONNECT TO ... Qty 1 Each	\$1,000.00	\$3,000.00	\$4,000.00	\$1,950.00
INSTALL DETECTABLE WARNING SURFACE PER STD PLAN 111-5 Qty 1 Each	\$1,600.00	\$900.00	\$1,500.00	\$1,000.00
ADJUST WATER VALVE TO GRADE Qty 3 Each	\$750.00	\$2,100.00	\$1,500.00	\$477.00
ADJUST MANHOLE TO GRADE Qty 1 Each	\$5,000.00	\$2,000.00	\$1,800.00	\$1,200.00
INSTALL SIGNING AND STRIPING COMPLETE PER PLANS Qty 1 Lump-Sum	\$3,370.00	\$14,000.00	\$7,660.00	\$30,125.00
IMPLEMENT TRAFFIC CONTROL Qty 1 Dollar	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
SITE MAINTENANCE Qty 1 Dollar	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
BID TOTAL	\$323,256.07	\$518,911.25	\$343,000.00	\$421,030.00

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: January 21, 2025

ITEM NUMBER: 10I

To: Mayor Shelley Hasselbrink & Members of the City Council

**Presented By: Ron Noda, Development Services Director
Chris Kelley, City Engineer**

**Subject: Notice of Completion (NOC) for the Community Center Renovation
Project - Phase I**

SUMMARY

The Community Center Renovation Project – Phase 1 has been completed. Staff is recommending that City Council accept the work as completed, direct filing of the Notice of Completion, and authorize retention release as prescribed by the Public Contracts Codes.

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. Accept as complete the construction by the KYA Group for the Community Center Renovation Project – Phase 1; and,
2. Direct the City Clerk to record the Notice of Completion/Final Report with the County Recorder's Office; and,
3. Authorize Staff to release the 5% retention to the contractor, in the amount of \$5,233.55, thirty-five (35) days after recordation of the Notice of Completion.

BACKGROUND

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.

The Community Center Phase I renovation is now complete and was done in order to repair damage caused by 2023 storms. The scope of work included, 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 had 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 1970's building included 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

Work on this project is now complete and found acceptable by the City Engineer. Staff recommends acceptance of the work in conjunction with the processing of the Notice of Completion/Final Report and release of the retention as prescribed by the Public Contracts Codes.

FISCAL IMPACT

The project's total funding budget was \$1,790,952.00, with funding from the General Fund. FEMA is anticipated to reimburse Los Alamitos for the project's total.

Budget Year	FiscalSource	ReimbursementAmount
2024-25	General Fund	FEMA Funds \$1,790,952.00

Attachment: 1. Notice of Completion - Community Center Project Phase I

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

Page 209 of 240

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: January 21, 2025

ITEM NUMBER: 11A

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Michael Claborn, Chief

Subject: Ordinance 2025-01 - E-Conveyances Relating to Vehicles such as E-Bikes

SUMMARY

Like many other cities in Orange County, Los Alamitos has experienced a notable increase in the number of electric bicycles in the community. Both law enforcement and residents have encountered significant safety concerns related to E-bike use. A recent investigation by the Orange County Grand Jury highlighted an urgent need for consistent ordinances to regulate and enforce safe E-bike practices across cities, school districts, parks, and unincorporated areas.

RECOMMENDATION

1. Introduce for first reading, read by title only, waive further reading of Ordinance No. 2025-01, and set for adoption; and,
2. City Attorney Daudt read the title of Ordinance No. 2025-01, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADDING CHAPTER 10.45 (E-CONVEYANCES) TO TITLE 10 OF THE LOS ALAMITOS MUNICIPAL CODE RELATING TO VEHICLES SUCH AS E-BIKES".

BACKGROUND

On June 20, 2024, the Orange County Grand Jury released a report titled E-bikes: *Friend or Foe*. The report highlights the growing popularity of electric bicycles (E-bikes) as communities seek alternative, cost-effective ways to commute and reduce reliance on cars. However, E-bikes also carry a higher risk of accidents and injuries compared to traditional bicycles, emphasizing the need for public education and safety regulations.

The 2023-2024 Orange County Grand Jury (OCGJ) investigation examined E-bike regulation, safety, and education across Orange County to determine which relevant measures, if any, cities have adopted. Findings show a significant variation in E-bike regulations, safety records, enforcement, and education across the county's 34 cities, including 13 contract cities with the Orange County Sheriff's Department (OCSO). Beyond the California Vehicle Code, these differences underscore a critical need for uniform ordinances to regulate and enforce safe E-bike use in cities, school districts, parks, and unincorporated areas.

The recent surge in E-bike use has made this need urgent, and the Grand Jury's report recommends that cities enhance oversight to address E-bike safety. One specific

recommendation calls for cities to establish clear policies that define E-bike rules of the road to improve community safety.

The Los Alamitos Police Department assigned officers with extensive training and experience in traffic control, enforcement, and accident investigation to research and develop an ordinance aimed at improving the safety of E-bike riders and the communities they share the road with. These officers collaborated with multiple agencies and legal experts to create an ordinance that prioritizes safety, education, and enforcement. In November 2024, the ordinance was presented to the Los Alamitos Traffic Commission, which requested clarification on certain sections. After making minor adjustments, the police department is now presenting the final draft of the ordinance for the City Council's review.

DISCUSSION

In recent years, electric bicycles, or E-bikes, have become increasingly popular as a convenient and eco-friendly mode of transportation. These bicycles, equipped with electric motors for pedal assistance, make it easier to travel longer distances and navigate hills. As technology improves and prices become more accessible, E-bikes are likely to grow even more popular. However, as E-bike use has risen, so have accident rates. A study published in the online journal *Injury Prevention* found that E-bike riders face a higher risk of accidents than traditional bicycle riders.

While Los Alamitos has made progress in promoting E-bike safety, the City continues to seek additional ways to enhance outreach and enforcement efforts to create a safer, more informed E-bike community. The police department has partnered with the school district to educate young riders on safe E-bike operation, but the City currently has no specific regulations to address E-bike safety.

In response to the Orange County Grand Jury's recommendations, staff has drafted Ordinance No. 2024-02, for the City Council's review. This ordinance proposes adding Chapter 10.45, "Electric Conveyances," to the municipal code. Adopting this ordinance would empower the police department to improve E-bike safety within the community and fulfill the Grand Jury's recommendation.

FISCAL IMPACT

None.

Attachment: 1. Ordinance 2025-01 - E-Conveyances

ORDINANCE NO. 2025-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS ADDING CHAPTER 10.45 (E-CONVEYANCES) TO TITLE 10 OF THE LOS ALAMITOS MUNICIPAL CODE RELATING TO VEHICLES SUCH AS E-BIKES

The City Council of the City of Los Alamitos does hereby ordain as follows:

SECTION 1. The City Council makes the Following Findings

- A. The Los Alamitos Municipal Code's current regulations regarding bicycles were adopted in 1974 and most recently amended in 2003. Accordingly, the Municipal Code regulations do not address modern electric or motorized bicycles (collectively "E-bikes").

SECTION 2. That Chapter 10.45 is hereby added to the Los Alamitos Municipal Code which shall read as follows:

Title 10 – Vehicles and Traffic.

Chapter 10.45 Electric Conveyances.

Sec. 10.45.010 Definitions.

For the purpose of this Chapter, the following words and phrases are defined as follows:

"Bicycle" is a device upon which a person may ride, propelled exclusively by human power, except as provided in Section 312.5, through a belt, chain, or gears, and having one or more wheels.

"Bicycle Lane" also referred to as "Class II bikeways," which provides a restricted right-of-way designated for the exclusive or semi-exclusive use of bicycles with through travel by motor vehicles or pedestrians prohibited, but with vehicle parking and crossflows by pedestrians and motorists permitted.

"Bicycle Path" also referred to as "Class I bikeways," which provide a completely separated right-of-way designated for the exclusive use of bicycles and pedestrians with crossflows by motorists minimized.

"E-Conveyance" means any Electric Bicycle, Electric Scooter, Electric Skateboard, Moped, Motor Driven Cycle, Motorized Scooter, Pocket Bike or other device propelled by an electric motor and designed to convey 1 or more people.

“Electric Bicycle” or “E-bike” is a bicycle equipped with fully operable pedals and an electric motor of less than 750 watts as defined by California Vehicle Code Section 312.5(a). There are three (3) categories for E-bikes.

- (1) A “class 1 electric bicycle,” or “low-speed pedal-assisted electric bicycle,” is a bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of 20 miles per hour.
- (2) A “class 2 electric bicycle,” or “low-speed throttle-assisted electric bicycle,” is a bicycle equipped with a motor that may be used exclusively to propel the bicycle, and that is not capable of providing assistance when the bicycle reaches the speed of 20 miles per hour.
- (3) A “class 3 electric bicycle,” or “speed pedal-assisted electric bicycle,” is a bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of 28 miles per hour, and equipped with a speedometer.

“Enforcement Officer” means any peace officer, or other City employee designated by the City Manager authorized to administer or process violations related to this Chapter.

“Highway” is a way or place of whatever nature, maintained and open to the use of the public for purposes of vehicular travel. “Highway” includes street.

“Moped or Motorized Bicycle” is a two-wheeled or three-wheeled device having fully operative pedals for propulsion by human power, or having no pedals if powered solely by electrical energy, and an automatic transmission and a motor that produces less than 4 gross brake horsepower and is capable of propelling the device at a maximum speed of not more than 30 miles per hour on level ground.

“Motor Driven Cycle” is any motorcycle with a motor that displaces less than 150 cubic centimeters. A motor-driven cycle does not include a motorized bicycle, as defined in Section 406 of the California Vehicle Code.

“Motorized Scooter” shall have the same definition as that of California Vehicle Code Section 407.5(a).

“Pocket Bike” is a two-wheeled motorized device that has a seat or saddle for the use of the rider, and that is not designed or manufactured for highway use. “Pocket bike” does not include an off-highway motorcycle, as defined in Section 436 of the California Vehicle Code.

“Roadway” is that portion of a highway improved, designed, or ordinarily used for vehicular travel.

“Sidewalk” is that portion of a highway, other than the roadway, set apart by curbs, barriers, markings, or other delineation for pedestrian travel.

SECTION 3. That Section 10.84.140 of the Los Alamitos Municipal Code is hereby added to read as follows:

10.45.020 Scope.

This division shall apply to the use of E-Conveyances, in conformity with State law, and shall apply to any E-Conveyance operated upon any street or sidewalk, public property or upon any public path set aside for the use of bicycles or E-Conveyances. The provisions contained herein are enacted pursuant to California Vehicle Code § 21206 pertaining to the regulation of the operation, use and equipment of bicycles, and are not intended to conflict in any way with the provisions thereof.

10.45.030 Riding E-Conveyances in an unsafe manner.

No person shall operate an E-Conveyance in an unsafe manner on a public roadway, highway, sidewalk, park, or private property open to the public.

- (a) Unsafe manner means a rider violating any provision of the Los Alamitos Municipal Code, California Vehicle Code, or other existing law. An unsafe manner can also be defined as operating the conveyance in such a way as to constitute a danger to the operator, a passenger, other motorists, other riders, or pedestrians in the area.

10.45.040 Obedience to traffic-control devices.

It shall be unlawful for any person operating an E-Conveyance to fail to obey the instructions of official traffic-control signs and other traffic-control devices applicable to vehicles or bicycles, unless otherwise directed by a police officer, crossing guard, construction worker, or other person responsible for directing traffic.

10.45.050 Use of headphones or earbuds.

It shall be unlawful for any person to operate an E-Conveyance while wearing headphones, earbuds or any other device which obstructs, or covers the ear canal.

10.45.060 Helmets.

A person under the age of 18 must wear a properly fitted and fastened bicycle helmet when riding an E-Conveyance on a sidewalk, bicycle path, bicycle trail, public roadway, or highway regardless of class.

B. All persons operating or riding as a passenger on a Class 3 electric bicycle shall comply with Section 21213 of the California Vehicle Code regarding the wearing of a properly fitted and fastened bicycle helmet.

10.45.070 Method of riding; number of riders.

No person operating an E-Conveyance shall carry more persons at one time than the number for which the bicycle or E-Conveyance is designed and equipped.

10.45.080 Riding on roadways.

(A) Any person operating a bicycle or E-Conveyance upon a roadway at a speed less than the normal speed of traffic moving in the same direction at such time shall ride as close as practicable to the right-hand curb or edge of the roadway, except under any of the following situations:

1. When overtaking and passing a bicycle, E-Conveyance or vehicle proceeding in the same direction.
2. When preparing for a left turn at an intersection or into a private road or driveway.
3. When reasonably necessary to avoid conditions (including, but not limited to, fixed or moving objects, vehicles, bicycles, pedestrians, animals, surface hazards, or substandard width lanes) that make it unsafe to continue along the right-hand curb or edge. "Substandard width lane" is a lane that is too narrow for a bicycle and a vehicle to travel safely side-by-side within the lane.

(B) Persons riding E-Conveyances on a roadway or sidewalk shall not ride more than two abreast.

(C) The operator of an E-Conveyance shall travel in the same direction as vehicles that are required to be driven upon the roadway; regardless of whether or not the operator is in the roadway. This section also applies to any sidewalk less than eight feet in width, unless there is no accompanying sidewalk on the opposite side of the street, or wherever posted signs prohibit such behavior.

10.45.090 Speed.

No person shall operate a bicycle or E-Conveyance at a speed greater than is reasonable and prudent under the conditions then existing, and in no event at a speed which endangers the safety of persons or property. No E-Conveyance operator shall travel over 28 miles per hour on a sidewalk, bicycle path, bicycle trail, public roadway, or highway regardless within the City.

10.45.100 Emerging from, entering alley, driveway, bicycle path, etc.

The operator of an E-Conveyance emerging from an alley, driveway, bicycle path, building or otherwise approaching upon a sidewalk or sidewalk area shall yield the right-of-way to all pedestrians on such sidewalk or sidewalk area, and upon entering a roadway, shall yield the right-of-way to all vehicles or bicycles on the roadway.

10.45.110 Parking.

No person shall leave an E-Conveyance lying on its side on any sidewalk, nor park an E-Conveyance in an area open to pedestrian access except in such a manner as to afford the least obstruction to pedestrian traffic. No person shall park an E-Conveyance in a public highway in the area designated by appropriate signs.

10.45.120 Riding on sidewalks, playgrounds, etc.

(A) Subject to the restrictions enumerated herein, E-Conveyances are generally permitted on any sidewalk, bicycle path, bicycle trail, public roadway, or highway as permitted within the City.

(B) Riding on sidewalks: It shall be unlawful for any person to operate a Class 3 electric bicycle or electric scooter on any sidewalk within the City.

(C) No person shall operate an E-Conveyances upon a sidewalk within a business district, upon sidewalks adjacent to any public-school building when school is in session, recreation center when in use, church during services, over any pedestrian overcrossing or other area designated as prohibited by posted signs, including temporary signs installed for events.

(D) Whenever any person is riding an E-Conveyance upon a sidewalk, bicycle path, or bicycle trail, such person shall yield the right-of-way to any pedestrian and shall give an audible signal before overtaking and passing pedestrians.

(E) No person shall ride or operate an E-Conveyance upon any playground, park or public school property not designated as a bicycle path or route unless specifically posted as authorized for such use.

10.45.130 Equipment.

It shall be unlawful to operate an E-Conveyance, within the City, without all of the equipment requirements contained in California Vehicle Code § 21201, and this Chapter.

10.45.150 Penalties.

(A) Any person who violates the provisions of this Chapter shall be guilty of an infraction.

(B) Responsibility of parent(s): The parent or legal guardian of any minor child under the age of 18 shall not authorize or knowingly permit any minor child to violate any of the provisions of this Chapter.

(C) In the discretion of the Enforcement Officer, any person violating the provisions of this Chapter may, in lieu of an infraction penalty, be issued an administrative citation in accordance

with Chapter 1.18 of this Code in the following amounts:

- (1) A fine of \$100.00 for a first violation of this Chapter.
 - (2) A fine of \$200.00 for a second violation of this Chapter within one year from the date of the first violation.
 - (3) A fine of \$500.00 for each additional violation of this Chapter within one year from the date of the first violation.
- (a) Upon issuance of an administrative citation, an Enforcement Officer, in their sole discretion, may allow a person who violates any provision(s) of this Chapter to complete an approved safety diversion program within 120-days, at the violator's expense, as assigned by the Enforcement Officer. Upon successful completion of an approved safety diversion program, the administrative citation issued pursuant to this Chapter will be dismissed. When the violator issued an administrative citation is under the age of 18, a parent or legal guardian must accompany the violator to attend the approved safety diversion program. The City may establish a safety diversion program fee reflecting the City's personnel, administrative, and programmatic costs, which shall be established by resolution of the City Council. The City Manager is authorized to develop additional regulations regarding the safety diversion program authorized by this section, not in conflict with this Chapter.
 - (b) This Chapter shall not preclude or prohibit an Enforcement Officer from issuing a misdemeanor or infraction citation to a court of competent jurisdiction for any violation of the California Vehicle Code or other offense committed while operating an E- Conveyance
 - (c) If a person under the age of 18 is found in violation of any provisions of this Chapter, and no parent or legal guardian is present, and the unsafe manner in which the regulated mobility device was operated constitutes an immediate danger to the health and safety of the juvenile operator or to members of the public, the Enforcement Officer may take immediate possession of the E- Conveyance and transport the device for safekeeping to the Los Alamitos Police Department facility; thereafter, the E-Conveyance shall be released by the Los Alamitos Police Department to the legal owner of the device and/or to the parent or legal guardian of the minor violator.

SECTION 5. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, 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 section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 6. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED AND ADOPTED by the City Council of the City of Los Alamitos at a regular meeting thereof held on the 18th day of February 2025.

Shelley Hasselbrink, Mayor

ATTEST:

Windmera Quintanar, MMC City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Ordinance was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 21st day of January, 2025, and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 19th day of February, 2025, by the following roll-call vote, to wit:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: January 21, 2025

ITEM NUMBER: 11B

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Ron Noda, Development Services Director

Subject: Ordinance 2025-02 - Informal Bidding - Public Works

SUMMARY

This item recommends adoption of an ordinance establishing informal bidding policies and procedures for public works projects involving an expenditure at or below the \$125,000 formal bidding threshold set forth in Section 1206 of the City Charter.

RECOMMENDATION

1. Introduce for first reading, read by title only, waive further reading of Ordinance No. 2025-02, and set for adoption; and,
2. City Attorney Daudt read the title of Ordinance No. 2025-02, entitled, "An ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADDING CHAPTER 2.62 (INFORMAL BIDDING – PUBLIC WORKS) TO THE LOS ALAMITOS MUNICIPAL CODE."

BACKGROUND

The City of Alamitos, City Government Accountability, Transparency, Charter Reform Measure ("Measure X") was approved by a majority of voters at the November 5, 2024 General Election. As amended by Measure X, Section 1206 (Contracts on Public Works) of Article XII (Fiscal Administration) of the City Charter requires contracts for public works, including the construction or improvement of public buildings, works, streets, drains, sewers, utilities, parks or playgrounds involving an expenditure of more than \$125,000 (the "Formal Bidding Threshold") to be let to the lowest responsible bidder utilizing a formal process including a publication of a notice inviting bids and the award of contract by the City Council.

The proposed ordinance would codify informal bidding policies and procedures to ensure efficient procurement of public works projects involving an expenditure at or below the Formal Bidding Threshold. The proposed ordinance, with the increase in the threshold, will shorten the timeline of Public Works' related project from 6-8 months to 1-2 months.

DISCUSSION

The passage of Measure X by the voters of Los Alamitos this past election (November 2024) offered several key reforms, including updating the Public Works contracting requirements. The amendment increases the threshold for formal bid solicitation and City Council-awarded Public Works Contract from \$10,000, established and set in 1966, to \$125,000 to account for

inflation. City Charter Section 1206 requires public works projects valued at more than the \$125,000 Formal Bidding Threshold to be awarded by the City Council to the lowest responsible bidder following a formal solicitation process. Section 1206 does not specify how to award contracts for smaller projects. The proposed ordinance would establish informal bidding policies and procedures consistent with the California Uniform Public Construction Cost Accounting Act (Section 22030 et seq. of the California Public Contract Code).

The California Uniform Public Construction Cost Accounting Act (the "Act") was created in 1983 as an alternative bidding procedure designed to reduce costs, expedite the awards process, improve efficiencies, and simplify the administration of smaller public projects. Statewide, 298 cities and 47 counties utilize the Act's informal bidding procedures.

The Act establishes the following contacting procedures and dollar amount limitations:

(a) Public projects of \$75,000 or less may be performed by the employees of a public agency by force account, negotiated contract, or purchase order.

(b) Public projects of two hundred twenty thousand dollars \$220,000 or less may be let to contract by informal procedures as set forth in the Act. These procedures include providing detailed notice inviting informal bids to qualified contractors no less than ten days before the bids are due.

(c) Public projects of more than \$220,000 shall be let to contract by formal bidding procedure.

Pursuant to the terms of the Act, the maximum dollar amounts authorized by the Act for informal bidding of public projects are periodically subject to change by the state of California.

The proposed ordinance tracks the contracting procedures and dollar amount limitations of the Act, with one notable exception. Whereas the Act permits informal bidding for projects of \$220,000 or less, the proposed ordinance requires formal bidding for any project valued in excess of \$125,000 to comport with the Formal Bidding Threshold set forth in Section 1206 of the City Charter.

The proposed ordinance authorizes the City Manager to award public works contracts subject to the informal bidding limits. In the event all informal bids received exceed the \$125,000 Formal Bidding Threshold, the City Council may – by a 4/5ths vote of City Council – award the contract to the lowest responsible informal bidder so long as the bids received do not exceed the Formal Bidding Threshold by more than 5%. If this contingency amount is exceeded, or if the City Council does not approve the contract by a 4/5ths vote, the project would be advertised and re-bid through the Request for Proposal (RFP) process pursuant to Section 1206 of the City Charter.

FISCAL IMPACT

None.

ORDINANCE NO. 2025-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADDING CHAPTER 2.62 (INFORMAL BIDDING – PUBLIC WORKS) TO THE LOS ALAMITOS MUNICIPAL CODE

WHEREAS, the City of Alamitos, City Government Accountability, Transparency, Charter Reform Measure (“Measure X”) was approved by a majority of voters at the November 5, 2024 General Election; and,

WHEREAS, Measure X amends Section 1206 (Contracts on Public Works) of Article XII (Fiscal Administration) of the City Charter to require contracts for public works, including the construction or improvement of public buildings, works, streets, drains, sewers, utilities, parks or playgrounds involving an expenditure of more than \$125,000 (the “Formal Bidding Threshold”) to be let to the lowest responsible bidder utilizing a formal process including a publication of a notice inviting bids and the award of contract by the City Council.

WHEREAS, the City desires to adopt informal bidding policies and procedures to ensure efficient procurement of public works projects involving an expenditure at or below the Formal Bidding Threshold; and,

WHEREAS, the informal bidding policies and procedures set forth herein are consistent with the Uniform Public Construction Cost Accounting Act (the “Act”) (Section 22030 et seq. of the California Public Contract Code).

**THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DOES
ORDAIN AS FOLLOWS:**

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. Chapter 2.62 (Informal Bidding – Public Works) is hereby added to Title 2 (Administration and Personnel) of the Los Alamitos Municipal Code to read as follows:

Chapter 2.62 INFORMAL BIDDING – PUBLIC WORKS

§ 2.62.010 Public work defined.

§ 2.62.020 Contracting procedures, dollar amount limitations, and authority.

§ 2.62.030 Contractors list.

§ 2.62.040 Notice inviting informal bids.

§ 2.62.050 Emergencies.

§ 2.62.060 Informal bids received in excess of the Charter bidding threshold.

§ 2.62.010 Public work defined.

- A.** For purposes of this chapter, the term “public work” shall have the same meaning as “public project” set forth in the Uniform Public Construction Cost Accounting Act (“Act”) (Public Contract Code § 22030 et seq.), as may be amended from time to time, which is defined in relevant part as follows:
1. Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility; and,
 2. Painting or repainting of any publicly owned, leased, or operated facility;
- B.** The term “public work” does not include maintenance work. “Maintenance work” includes all of the following:
1. Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes;
 2. Minor repainting;
 3. Resurfacing of streets and highways at less than one inch; and,
 4. Landscape, maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.

§ 2.62.020 Contracting procedures, dollar amount limitations, and authority.

- A.** A public work of \$75,000 or less (or the then current amount specified in Section 22032(a) of the Public Contract Code, if different) may be performed by the employees of the City by force account, by negotiated contract, or by purchase order.
- B.** A public work of \$125,000 or less (or the then current bidding threshold amount adjusted in accordance with Section 1206 of the Los Alamitos City Charter, if different) may be let to contract by informal bidding procedures in accordance with Public Contract Code § 22030 et seq. and as set forth in this chapter. A public work of more than \$125,000 (or the then current bidding threshold amount adjusted in accordance with Section 1206 of the Los Alamitos City Charter, if different) shall be let to contract by formal bidding procedures in accordance with the City Charter.

- C. The City Manager is authorized to award and execute contracts for public works of \$125,000 or less (or the then current bidding threshold amount adjusted in accordance with Section 1206 of the Los Alamitos City Charter, if different) pursuant to the informal bidding procedures set forth in this chapter, provided there exists an unencumbered appropriation in the approved budget against which such procurement may be charged.

§ 2.62.030 Contractors list.

The City Manager or the City Manager's designee may develop and maintain a list of qualified contractors, identified according to categories of work in accordance with the minimum criteria determined by the California Uniform Construction Cost Accounting Commission ("Commission").

§ 2.62.040 Notice inviting informal bids.

- A. Where a public work is subject to the informal bidding procedures of this chapter, a notice inviting informal bids shall be provided to contractors in accordance with either paragraph (1) and/or (2) below. If the City does not maintain a list of qualified contractors pursuant to Section 2.62.030, the notice inviting informal bids shall only be provided to contractors in accordance with paragraph (2) below.
1. A notice inviting informal bids may be mailed, faxed, or emailed not less than ten (10) calendar days before bids are due to all contractors for the category of work to be bid, as shown on the list developed in accordance with Section 2.62.030.
 2. A notice inviting informal bids may be mailed, faxed, or emailed not less than ten (10) calendar days before bids are due to all appropriate construction trade journals as specified by the Commission. Additional contractors and/or construction trade journals may be notified at the discretion of the City Manager or the City Manager's designee.
- B. The notice inviting informal bids shall: (1) describe the project in general terms; (2) explain how to obtain more detailed information about the proposed public work; and (3) state the time, date and location for the submission of bids.
- C. If the product or service required to be performed is, at the discretion of the City Manager, determined to be proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors. (Public Contract Code § 22034(a)(1)).

§ 2.62.050 Emergencies.

- A. In cases of emergency when repair or replacements are necessary, the City Council may proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let

contracts. The work may be done by day labor under the direction of the City Council, by contractor, or by a combination of the two. (Public Contract Code § 22035).

- B.** In case of an emergency, if notice for bids to let contracts will not be given, the City shall comply with Chapter 2.5, Part 3, Division 2 of the Public Contract Code (commencing with § 22050), as may be amended from time to time.

§ 2.62.060 Informal bids received in excess of the Charter bidding threshold.

If all informal bids received exceed the \$125,000 bidding threshold by up to five (5) percent (or five (5) percent above the then current bidding threshold amount adjusted in accordance with Section 1206 of the Los Alamitos City Charter, if different), the City Council may, by adoption of a resolution by a 4/5ths vote, award the contract to the lowest responsible bidder, if the City Council determines that the City's cost estimate was reasonable.

SECTION 3. 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 4. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this ____th day of _____, 2025.

Shelley Hasselbrink, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Ordinance was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 21st day of January, 2025, and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the ____ day of _____, 2025, by the following roll-call vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: January 21, 2025

ITEM NUMBER: 11C

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Windmera Quintanar, City Clerk

Subject: Ordinance 2025-03 - Lobbyist Registration and Reporting

SUMMARY

This item recommends adoption of an ordinance establishing lobbyist registration and reporting policies, procedures and regulations to implement Section 505 of the City Charter.

RECOMMENDATION

1. Introduce for first reading, read by title only, waive further reading of Ordinance No. 2025-03, and set for adoption; and,
2. City Attorney Daudt read the title of Ordinance No. 2025-03, entitled, "An ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADDING CHAPTER 2.58 (LOBBYIST REGISTRATION AND REPORTING) TO THE LOS ALAMITOS MUNICIPAL CODE."

BACKGROUND

The City of Alamitos, City Government Accountability, Transparency, Charter Reform Measure ("Measure X") was approved by a majority of voters at the November 5, 2024 General Election.

Measure X amends Article V (Elective Officers) of the City Charter by adding Section 505, which reads:

"§ 505. Lobbyist Registration and Reporting. Persons or firms that try to influence City decisions by lobbying City Councilmembers, the City Manager, or other City Officers shall be required to register their names and the names of their clients with the City Clerk and disclose the nature of their lobbying efforts, compensation, donations, and fundraising efforts. Such registration and disclosures shall be made accessible to the public. The City Council shall adopt policies, procedures and regulations as needed to implement this section."

The proposed ordinance would codify lobbyist registration and reporting policies, procedures and regulations to implement Section 505 of the City Charter, as approved by a majority vote by the citizens of Los Alamitos.

DISCUSSION

The proposed ordinance would add Chapter 2.58 (Lobbyist Registration and Reporting) to the Los Alamitos Municipal Code. Chapter 2.58 would regulate persons who are paid or compensated by others to attempt to influence official City actions (e.g., granting or denying any permit, license, or other entitlement of use).

Chapter 2.58 defines what constitutes “lobbying” and who qualifies as a “lobbyist.” Lobbyists would be required to file a lobbyist registration form with the City Clerk prior to engaging in lobbying activities in the City. This form would include the names of the lobbyist’s clients, describe the nature of their lobbying activities, and list any payments made to, or on behalf of a City representative or a member of the representative’s family.

City representatives covered by the ordinance include, without limitation, the City Council, members of any appointed board or commission of the City, the City Manager, the City Clerk, the City Treasurer, the City Attorney, the City Engineer, and department directors.

Chapter 2.58 includes exemptions from the registration and reporting requirements for (a) government officials, (b) media outlets, (c) City consultants, (d) property owners/business owners, (e) employees, officers, board members of a business entity subject to a City decision, (f) technical consultants acting on behalf of an applicant, (g) bidders on competitive procurements, (h) persons requesting information concerning a municipal question, and (i) persons providing comments in the course of a public proceeding.

FISCAL IMPACT

None.

Attachment: 1. Draft Lobbyist Registration Ordinance_LAMC Chapter 2.58 4926-5224-5512 v.1

ORDINANCE NO. 2025-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADDING CHAPTER 2.58 (LOBBYIST REGISTRATION AND REPORTING) TO THE LOS ALAMITOS MUNICIPAL CODE

WHEREAS, the City of Alamitos, City Government Accountability, Transparency, Charter Reform Measure (“Measure X”) was approved by a majority of voters at the November 5, 2024 General Election; and,

WHEREAS, Measure X amends Article V (Elective Officers) of the City Charter by adding Section 505, which reads:

“§ 505. Lobbyist Registration and Reporting. Persons or firms that try to influence City decisions by lobbying City Councilmembers, the City Manager, or other City Officers shall be required to register their names and the names of their clients with the City Clerk and disclose the nature of their lobbying efforts, compensation, donations, and fundraising efforts. Such registration and disclosures shall be made accessible to the public. The City Council shall adopt policies, procedures and regulations as needed to implement this section”; and,

WHEREAS, this Ordinance codifies lobbyist registration and reporting policies, procedures and regulations to implement Section 505 of the City Charter.

THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. Chapter 2.58 (Lobbyist Registration and Reporting) is hereby added to Title 2 (Administration and Personnel) of the Los Alamitos Municipal Code to read as follows:

Chapter 2.58 LOBBYIST REGISTRATION AND REPORTING

§ 2.58.010 Purpose.

§ 2.58.020 Definitions.

§ 2.58.030 Registration and annual reporting required.

§ 2.58.040 Exemptions.

§ 2.58.050 Reporting made available to the public.

§ 2.58.060 Enforcement.

§ 2.58.010 Purpose.

The purpose of this chapter is to implement Section 505 of the City Charter of the City of Los Alamitos by requiring lobbyists engaged in lobbying activities as set forth herein, to register themselves and their clients and disclose the nature of their lobbying efforts, compensation, donations, and fundraising efforts. This information shall be accessible to the public.

§ 2.58.020 Definitions.

For purposes of this chapter, the following definitions shall apply:

“City representative” means local officeholders and officials designated in Government Code Section 87200 of the Political Reform Act, as the same may be amended, or otherwise required to file "Form 700" including without limitation members of the City Council, members of any appointed board or commission of the City, the City Manager, the City Clerk, the City Treasurer, the City Attorney, the City Engineer, and department directors.

“Client” means both the person who compensates a lobbyist or lobbying firm for the purpose of contacting a City representative and attempting to influence an official action of the City and the person on whose behalf a lobbyist or lobbying firm attempts to influence such municipal action even if the lobbyist or lobbying firm is compensated by another person for such representation.

“Compensation” means money or anything of value, delivered or rendered; or promises to perform or provide services or contractual arrangements or awards.

“Influence” means contacting, either directly or indirectly, for the purpose of conducting lobbying activities, by any means.

“Lobbying” or “lobbying activities” means influencing or attempting to influence a City representative, by any means of verbal, written, or electronic communication, or otherwise, regarding any official decision of a City representative, including, but not limited to, a legislative, quasi-judicial or administrative action or decision including adopting an ordinance, resolution, regulation or policy, granting or denying any permit, license or other entitlement of use, or awarding a contract or grant (“official action”).

“Lobbyist” or “lobbying firm” means any person that receives compensation, or becomes entitled to receive compensation, for engaging in lobbying activities.

“Person” means any individual or business entity including, but not limited to, a domestic or foreign corporation, firm association, syndicate, joint stock corporation, partnership of every kind, club, business or trust, society, or limited liability company.

§ 2.58.030 Registration and annual reporting required.

A. Within fifteen (15) days of lobbying in the City of Los Alamitos, a lobbyist shall register with the City Clerk by:

- 1.** Paying the lobbyist registration fee (per project), which fee may be adopted by resolution of the City Council. The lobbyist registration fee, including annual renewal and penalties, shall cover, and not exceed, the costs associated with administering the lobbyist registration and reporting program described herein; and
- 2.** Completing and filing the lobbyist registration form (per project), as provided by the City Clerk, which shall include, at a minimum, a written statement containing the following information, certified as true under penalty of perjury:
 - a.** The full name, business address, email address and telephone number of the lobbyist, and, if the lobbyist is a business entity or other organization, the full name, business address, email address and telephone number of each person employed by or otherwise associated with the business entity or organization who will be engaging in lobbying activities;
 - b.** The full name, business address, email address and telephone number of each client by whom the lobbyist has been employed, retained or engaged by to perform lobbying activities and/or on whose behalf such lobbying activities will be performed;
 - c.** The nature of each client's business;
 - d.** A description of lobbying activities which the lobbyist has been employed, retained or engaged to perform; and
 - e.** The date, amount, and description of any payment made to, or on behalf of any City representative or member of a City representative's family within the preceding twelve (12) months.
- B.** An amendment to the lobbyist registration form must be completed and filed with the City Clerk by the lobbyist within thirty (30) days from the time lobbyist knows, or should have known, of any change in the accuracy of the information provided in the initial or renewal registration.
- C.** Within thirty (30) days of the annual anniversary of initial registration, the lobbyist shall submit a renewal form and pay the required lobbyist registration fee.
- D.** No person who qualifies as a lobbyist shall contact or communicate with a City representative prior to completing and filing a lobbyist registration form and paying fees as a lobbyist and identifying himself or herself to the City representative as a lobbyist.
- E.** A person who lobbies or engages another person to lobby, or any other person acting on behalf of such person, shall not represent, either directly or indirectly, orally or in writing, that that person can control or obtain the vote or action of any City representative.

§ 2.58.040 Exemptions.

The following persons are exempt from the requirements of this chapter unless otherwise specified:

- A.** A public official or public employee acting in his or her official capacity;
- B.** Any newspaper or other regularly published periodical, radio or television station, website, podcast, or social media account (including any individual who owns, publishes, or is employed by any such newspaper, periodical, radio or television station, website, podcast, or social media account) which in the ordinary course of business publishes news items, editorials or other comments, or paid advertisements, which directly or indirectly urge action upon official actions of the City, if such newspaper, periodical, radio or television station, website, podcast, social media account or individual engages in no further or other activities in connection with action upon any such official action;
- C.** Any person hired by the City to conduct lobbying activities for the City for City projects;
- D.** Any person representing themselves in attempting to obtain a decision related to their own property or business;
- E.** Any employee, officer, or board member of a business entity when addressing, in his or her capacity as an employee, officer, or board member of such business entity, an issue impacting the business entity;
- F.** Any technical consultant acting on behalf of an applicant whose attempts to influence an official action are limited solely to providing information, analysis, or explanation necessary to the processing or review of an application or agreement to be acted upon by the City;
- G.** Any person whose only activity is submitting a bid on a competitively awarded contract, submitting a written response to, or participating in an oral interview related to a request for proposals, request for bids, or request for qualifications, or negotiating the terms of a written agreement with a City representative following a request for proposals, request for bids, or request for qualifications process;
- H.** Any person merely requesting information or inquiring about the facts or status of any municipal question, matter, or procedure, and not attempting to influence a City representative; or
- I.** Any person filing a written comment in the course of a public proceeding or otherwise providing comments on the record in a public proceeding.

§ 2.58.050 Reporting made available to the public.

The City Clerk shall make all lobbyist registration reports available to the public.

§ 2.58.060 Enforcement

- A.** Violations of this chapter may be charged as an infraction and, upon conviction thereof, shall be punishable as provided for in this code.
- B.** Each day any violation of any said provision of this chapter is committed or permitted to continue shall constitute a separate offense.
- C.** Any person in violation this chapter may not act as a lobbyist within the City or otherwise attempt to influence an official action for one year after such a conviction.
- D.** Use of criminal enforcement and/or administrative citations shall not prevent or preclude the City from seeking injunctive relief and civil penalties in court for violations of this chapter.

SECTION 3. 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 4. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this ____th day of _____, 2025.

Shelley Hasselbrink, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Ordinance was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 21st day of January, 2025, and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the ____ day of _____, 2025, by the following roll-call vote, to wit:

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

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: January 21, 2025

ITEM NUMBER: 11D

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Windmera Quintanar, City Clerk

Subject: Ordinance 2025-04 - Commission Membership

SUMMARY

The City of Los Alamitos has four commissions consisting of Parks, Recreation, and Cultural Arts, Personnel Appeals, Planning, and Traffic. Excluding the Personnel Appeals Commission, these commissions consist of seven members. This item proposes reducing the membership to five, consistent with the makeup of the City Council and Personnel Appeals Commission.

RECOMMENDATION

1. Introduce for first reading, read by title only, waive further reading of Ordinance No. 2025-04, and set for adoption; and,
2. City Attorney Daudt read the title of Ordinance No. 2025-04, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ESTABLISHING A FIVE-PERSON MEMBERSHIP FOR CITY COMMISSIONS AND BOARDS"; and,
3. Discuss the preferred method for Commission appointment and direct staff to bring back a policy for adoption; and,
4. Direct the City Clerk to postpone recruitment until Ordinance No. 2025-04 becomes effective; and,
5. Direct the City Clerk to inform all incumbents and applicants of the new regulations and invite them to apply if interested.

BACKGROUND

The City Council has discussed the possibility of reducing the membership of the Parks, Recreation, Cultural Arts, Planning, and Traffic Commission to five. This would mirror the makeup of the City Council.

DISCUSSION

Recruiting interested parties for the various City boards and commissions throughout the years has become increasingly challenging. Our current recruitment has been extended until the end of January due to a lack of applications. The Parks, Recreation, and Cultural Arts Commission has had a vacancy for over six months. We received one application for this vacancy. The

Planning Commission had five terms expire in December. One incumbent has reapplied, and two new applications have been received.

Section 2.30.010 of the Los Alamitos Municipal Code (LAMC) states that terms are for three years and must be filled by city residents. On January 16, 2007, the City Council adopted our current recruitment practice by minute order. When a vacancy occurs, the City Clerk's Office posts a Notice of Availability; all interested parties (including incumbents) must submit an application and be interviewed by the City Council. Appointments are made by a majority vote of the Council.

Ordinance No. 2025-04 proposes to reduce the membership of the Parks, Recreation, and Cultural Arts Commission, Planning Commission, and Traffic Commission to 5.

Council may also desire to confirm the desired method for appointment. Options include, but are not limited to:

1. Continuation of posting an availability notice and interviewing all applications for appointment
2. Council to recommend one appointee per Commission to be approved by a majority vote of the City Council
3. One appointee per district per commission

If Council is satisfied with the current recruitment process, no further action is needed. If Council wants to change the recruitment process, direction can be provided to staff. A policy will be brought to the next meeting with the adoption of Ordinance No. 2025-04.

FISCAL IMPACT

None.

Attachment: 1. Ordinance No. 2025-04 - Commission Membership

ORDINANCE NO. 2025-04

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF LOS ALAMITOS, CALIFORNIA, ESTABLISHING A
FIVE-PERSON MEMBERSHIP FOR CITY
COMMISSIONS AND BOARDS**

WHEREAS, the City Council consists of five members; and,

WHEREAS, the City Council desires the membership of its Commissions and Boards to mirror the Council in makeup.

**THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DOES
ORDAIN AS FOLLOWS:**

SECTION 1. Chapter 2.36, Parks, Recreation and Cultural Arts Commission of the Los Alamitos Municipal Code, is hereby amended to read as follows (deleted text in ~~strikethrough~~; new text in underline):

2.36.010 Established

A Los Alamitos parks, recreation, and cultural arts commission consisting of ~~seven~~ five members is established with membership, powers, and duties as provided for in this chapter and other applicable law.

SECTION 2. Chapter 2.38, Planning Commission of the Los Alamitos Municipal Code, is hereby amended to read as follows (deleted text in ~~strikethrough~~; new text in underline):

2.38.010 Established.

A Los Alamitos planning commission consisting of ~~seven~~ five members is established with membership, powers, and duties as provided for in this chapter and other applicable law.

SECTION 3. Chapter 2.10, Traffic Commission of the Los Alamitos Municipal Code, is hereby amended to read as follows (deleted text in ~~strikethrough~~; new text in underline):

2.40.010 Established.

A Los Alamitos traffic commission consisting of ~~seven~~ five members is established with membership, powers, and duties as provided for in this chapter and other applicable law.

PASSED, APPROVED, AND ADOPTED this 18th day of February, 2025.

Shelley Hasselbrink, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

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

I, Windmera Quintanar, MMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Ordinance No. 2025-04 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 21st day of January, 2025 and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 18th day of February, 2025, by the following roll-call vote, to wit:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: January 21, 2025

ITEM NUMBER: 12A

To: Mayor Shelley Hasselbrink & Members of the City Council

Presented By: Windmera Quintanar, City Clerk

Subject: Southern California Association of Governments (SCAG) 2025 Regional Conference and General Assembly

SUMMARY

The Southern California Association of Governments (SCAG) Regional Conference and General Assembly will be held at the JW Marriott Desert Springs Resort and Spa in Palm Desert, CA on May 1-2, 2025. Each year, SCAG's member cities select a Delegate and/or Alternate to represent their City and participate at the conference.

RECOMMENDATION

1. Appoint a representative to attend and serve as the City's Voting Delegate for the Southern California Association of Governments (SCAG) General Assembly; and,
2. Appoint a Council Member to attend and serve as the City's Alternate Voting Delegate in the event of the Voting Delegate's absence.

BACKGROUND

Southern California Association of Governments (SCAG) is the nation's largest metropolitan planning organization, representing six counties, 191 cities and more than 18 million residents. SCAG undertakes a variety of planning and policy initiatives to encourage a more sustainable Southern California now and in the future.

At least once every year, SCAG convenes the General Assembly to help set the agency's course for the coming year. The General Assembly is a forum where policy matters can be identified and addressed. A quorum of the General Assembly consists of official representation from one-third of the member cities and one-third of the member counties.

Each member county and each member city has one official representative and one alternate in the General Assembly, except the City of Los Angeles, which has three official representatives and three alternates due to its population size. Member cities and counties must communicate the names of their official representatives and alternates to SCAG within 45 days before the annual meeting of the General Assembly.

DISCUSSION

One aspect of SCAG's 2025 Regional Conference is the General Assembly where the membership considers and takes action on the Fiscal Year budget, SCAG Officers, and

proposed amendments to the SCAG Bylaws.

In order to facilitate the conduct of business at the General Assembly Meeting, each City Council must designate a Voting Delegate and Alternate. Designation of the Delegate is consistent with SCAG's Bylaws. Each city Delegate Representative (or Alternate in the absence of the Delegate) will vote on agenda items pertaining to the General Assembly – Business Meeting.

FISCAL IMPACT

Attendance at the conference is provided at no cost for the voting delegate.

Attachment: None