

Randall N. Smith
Martin Outdoor Advertising, LLC
1317 Beverly Estate Drive
Los Angeles, California 90210-2117
Tel: (310) 860-9800 Fax: (310) 860-9899

June 12, 2011

Mr. Lance Oishi
Ms. Shannon Eastenson
Bureau of Street Services
1149 South Broadway, Ste. 400
Los Angeles, California 90015

Edward Jordan, Esq.
Los Angeles City Attorney's Office
200 North Main Street
8th Floor
Los Angeles, California 90012

Re: Certain Rumors Floating Around Regarding Martin Outdoor Media.

Dear Lance, Shannon & Ted:

It has come to our attention that representatives from Norman Outdoor Advertising are apparently saying that they are buying Martin Outdoor Media or we are buying them.

We would like to state without equivocation that neither our company nor any of its assets are for sale. Any statement or insinuation to the contrary is false and without foundation. Our goal is to build a long term business of the highest quality and, frankly, to bring a new standard of excellence and sophistication to the bus bench business. We intend for the City of Los Angeles to be the foundation of this new standard of excellence on the West Coast. Our plan is to expand from this base to bring the same elevated standard of service to other cities, but that cannot be done without first establishing a firm foundation in Los Angeles. This is a long-term strategy, and not subject to a quick buck approach.

Additionally, we are fully aware that any sale involving the Los Angeles bus bench contract requires City approval. Moreover, to suggest that we would go through the current lengthy and difficult RFP process just to turn around and sell to a losing responder is an insult to the integrity of the process, as well as to us. The current operator's apparent expressed desire to buy their way back into the contract is, in our minds, merely an indication that they are not attached to reality in this matter.

Representatives from Norman Outdoor Advertising have also stated that we may buy them. While we cannot permanently rule out such an acquisition as to the assets/contracts that

Norman has in cities other than Los Angeles, we have no plans to acquire Norman Outdoor Advertising.

Finally, we have no animosity toward the owners of Norman Outdoor Advertising, and are open to any change of heart they may have concerning the orderly coordination and transition of responsibility for providing bus bench service to the City of Los Angeles. The purpose of this letter is merely to firmly state that we intend to be a long-term partner with the City of Los Angeles if we are ratified for the contract.

Cordially,

A handwritten signature in dark ink, appearing to read "R. N. Smith", with a stylized flourish at the end.

Randall N. Smith
Chief Financial Officer

~~Executive Officer~~
Board of Public Works

May 13, 2011

#1 BSS/BCA

This Board has taken under advisement Joint Report No. 1 of the Directors of the Bureaus of Street Services and Contract Administration recommending that the Board adopt the recommendation to authorize the President of the Board, to enter into a 10-year contract with Martin Outdoor Media, LLC for a Bus Bench Program in the City and transmit the adopted report, contract and all related attachments forthwith to the Mayor and Council for their approval.

(THIS MATTER WILL AGAIN BE CONSIDERED AT ITS MEETING OF MAY 25, 2011)

5/25/11 - (THIS MATTER WILL AGAIN BE CONSIDERED AT ITS MEETING OF MAY 27, 2011)
(to allow time for both sides to prepare a bus bench transition plan, to remove the old benches and replace them with new ones)

5/27/11 - (THIS MATTER WILL AGAIN BE CONSIDERED AT ITS MEETING OF JUNE 10, 2011)
(to allow Bureau staff to move forward with negotiations for an additional 180 days for the contract)

CITY OF LOS ANGELES SPEAKER CARD

Date

5-27-11

Agenda Item

#11

I wish to speak before the Board of Public Works

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? () For proposal

() Against proposal

Name: HUGO L. PACHECO (☒) General comments

Business or Organization Affiliation: _____

Address: _____
Street City State Zip

Business phone: _____ Representing: _____

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:

☐

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

KAMINE COLLINGS & PHELPS, P.C.

LAWYERS

523 WEST 6TH STREET, SUITE 546

LOS ANGELES, CALIFORNIA 90014

(213) 972-0119 FAX (213) 972-0005

WWW.KCPLAWYERS.COM

May 23, 2011

City of Los Angeles
Department of Public Works
Attn: William Weeks
Secretary of Board to the Board of Public Works
200 North Spring Street
Room 361-P
Los Angeles, CA 90012-4801

Re: Franchise Program for Bus Benches
Our File No. 554.999

Dear Weeks:

Pursuant to Article I, § 3(b) of the California Constitution ("The people have the right of access to information concerning the conduct of the people's business, and therefore, the meetings of public bodies and the writings of public officials and agencies shall be open to public scrutiny") and the California Public Records Act (Gov. Code § 6250 et seq), we want to inspect the following public records in your possession or in the possession of your agents and representatives. This request is addressed to electronic copies of the enumerated records as well as hard copies:

1. All communications between Lance Oishi and Christopher Westhoff concerning the drafting of the 2010 RFP for the Bus Bench Program;
2. All communications between Shannon Eastenson and Christopher Westhoff concerning the drafting of the 2010 RFP for the Bus Bench Program;
3. Copies of all drafts of the 2010 RFP for the Bus Bench Program.

In determining what records fall within the categories described above, please note that the Public Records Act (Gov. Code § 6252) provides that public records include "any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics." Further, "'Writing' means any handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored."

City of Los Angeles

Page No. 2

May 23, 2011

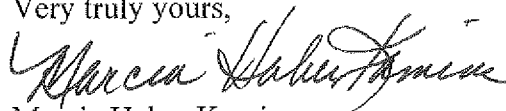
Please inform us of the location of these records and when you would prefer we come to inspect them, pursuant to Gov. Code § 6253, stating the procedures to be followed when making your records available. Also, please inform us whether your agency has adopted any regulations or guidelines for accessibility, pursuant to Gov. Code § 6253.4, and if so, please provide us with a copy of those guidelines.

If you contend that any record within the categories of records described above is exempt from production, you must tell us you are withholding that record and justify your conduct by citing the exemption upon which you rely, as well as the names and titles or positions of each person responsible for the denial. (Gov. Code § 6253(d).)

Please note, this is not a request that any records be copied by you. After we have first inspected all the records, we will provide our own copy service to copy the records we require. However, if you have a procedure for copying the records, please let us know what it is and what the costs are.

If we do not receive a written response to this request within 10 days of the date of this letter, we will seek a court order enforcing our right to inspect those records and for attorney fees.

Very truly yours,


Marcia Haber Kamine

MPHK:hs

CERTIFIED MAIL—RETURN RECEIPT NO. _____

bcc: Norman Bench Advertising, Inc.

KAMINE COLLINGS & PHELPS, P.C.

LAWYERS

523 WEST 6TH STREET, SUITE 546

LOS ANGELES, CALIFORNIA 90014

CERTIFIED MAIL™



7010 3090 0002 5130 5114



UNITED STATES POSTAGE

PITNEY BOWES

02 1P

\$ 005.540

0003945117 MAY 23 2011

MAILED FROM ZIP CODE 90014

City of Los Angeles
Department of Public Works
Attn: William Weeks
Secretary of Board to the Board of Public Works
200 North Spring Street
Room 361-P
Los Angeles, CA 90012-4801

90012+3239





UNITED COALITION EAST PREVENTION PROJECT

UCEPP
a program of Social Model Recovery Systems, Inc.


UNITED COALITION EAST

Date:

May 26, 2011

Send to:

From:

Charles Porter

Attention:

Commissioner Andrea Marcon

Office Location:

Office Location:

Exec. Office 1213

Phone Number:

213 622 1621

Fax Number:

Weeks

Number of Pages, Including Cover:

2

☐ URGENT ☐ REPLY ASAP ☐ PLEASE COMMENT ☐ PLEASE REVIEW ☐ FOR YOUR INFORMATION

COMMENTS:

213. 978. 0279

213 - 978. 0278

No Alc. Ads on Bus Benches!

fax cover



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United Coalition East (UCEPP)
 804 E. 6th Street, Los Angeles, CA 90021
 Office: 213.622.1621 | Fax: 213.622.1873
ucepp@socialmodel.com | www.socialmodel.com



UNITED COALITION EAST PREVENTION PROJECT

UCEPP*a program of Social Model Recovery Systems, Inc.*

May 26, 2011

804 East 6th Street

Los Angeles,
California 90021

213.622.1621

fax 213.622.1873

socialmodel.com

City of Los Angeles
Board of Public Works
Room 350, City Hall, 200 N. Spring St.
Los Angeles, CA 90012**Re: No alcohol ads on bus benches**

Attn: Andrea Alarcón, Commissioner


I represent United Coalition East (UCEPP), a non-profit human services organization that is dedicated to reducing the impact of alcohol and other drugs in the *skid row* area of downtown Los Angeles. I am writing to express concern about alcohol advertisement(s) on public property and the failure to address the harmful effects that result from the marketing of alcohol, especially among young people. It is particularly disturbing that the City would jeopardize its residents' public health by helping to promote alcoholic beverages at a time when it does not have the resources and/or services to treat the alcohol related harms that result.

Our communities need to be protected. Do not approve the Martin Outdoor contract without first banning alcohol advertisement from public property. Make no mistake; the City of Los Angeles has the legal and constitutional right to ban alcohol ads on its property. Research demonstrates that the more alcohol ads youth see, the more likely they are to drink, drink to excess, engage in harmful actions, and become alcohol-dependent. In addition a recent study shows that the cost of alcohol harms to LA County is 10.8 billion annually. The Los Angeles Department of Public Health recognizes this cost in its report titled "Reducing alcohol Related Harms in Los Angeles County." In this report they also suggest as a prevention strategy "reducing alcohol advertising in public spaces and in areas commonly seen by minors."

Currently, the MTA does not allow alcohol advertising on its buses, trains, and other transit facilities, and recently reaffirmed this policy when its advertising contractor, CBS Outdoor, sought to change it. The MTA board members properly expressed the opinion that even though alcohol is a legal product, a public agency should value the public health of residents and not be in the business of helping market it on public property.

We urge you not to approve this contract until an amendment is added prohibiting any advertising of alcohol on bus benches.

Sincerely,


Charles Porter
Prevention Coordinator



UNITED COALITION EAST PREVENTION PROJECT

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a program of Social Model Planning Systems, Inc.

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No ALC Ads on Bus Benches!

fax cover

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City of Los Angeles
Board of Public Works
Room 350, City Hall, 200 N. Spring St.
Los Angeles, CA 90012

Re: No alcohol ads on bus benches

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We urge you not to approve this contract until an amendment is added prohibiting any advertising of alcohol on bus benches.

Sincerely,

Charles Porter
Prevention Coordinator



UNITED COALITION EAST PREVENTION PROJECT

UCEPP

a program of Social Model Recovery, Inc.

**UNITED COALITION EAST**

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May 26, 2011

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From:

Charles Porter

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Exec Office 12 W.

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No Alc. Ads on Bus Benches!

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Charles Porter
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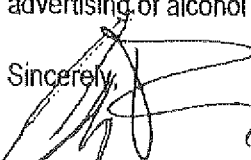
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We urge you not to approve this contract until an amendment is added prohibiting any advertising of alcohol on bus benches.

Sincerely,


Charles Porter
Prevention Coordinator

Coalition to

BanBillboardBlight Protecting Public Space □ Defending the Visual Environment

2700 Military Ave., Los Angeles, CA 90064
310.386.9661

info@banbillboardblight.org
www.banbillboardblight.org

City of Los Angeles Board of Public Works
Room 350 City Hall
200 N. Spring St.
Los Angeles, CA 90012

Attn: William Weeks, Executive Officer
Re: Bus Bench Contract with Martin Outdoor Media

May 26, 2011

Dear Board Members:

At Wednesday's discussion of awarding a new bus bench contract to Martin Outdoor Media, the company's representative, Christopher Westhoff, said that including a prohibition on alcohol advertising would not be advisable because of constitutional issues. I believe this information to be incorrect, because a governmental entity's right to include such restrictions as a matter of contract with a private company is well established. As I stated in public comment, the MTA has just such a restriction in its contract with CBS Outdoor, and that restriction has never been legally challenged. In 2008, the city of San Francisco adopted an ordinance prohibiting any city contracts from allowing alcohol advertising on public property, and no legal objections have been raised. Other governmental jurisdictions in California and elsewhere have similar restrictions that have passed legal muster.

You acted sympathetically and in good faith to meet the concerns of those who raised objections to alcohol advertising. Unfortunately, the establishment of a 1,000 ft. exclusionary zone for schools and churches fails to address the fundamental concern, which is that the city should not be in the business of providing space in the public right-of-way for ads that might include alcoholic products. Furthermore, the exclusionary zone doesn't address the fact our city's youth are highly mobile and can be found congregated at bus stops in many areas far from schools and churches, particularly where there are such venues as shopping malls, movie theaters, and entertainment facilities where underaged youth may feel more pressure to drink.

Such exclusionary zones are also ineffective because they are difficult to enforce and there are no real penalties for violation. The major sign companies such as Clear Channel, CBS Outdoor, and Lamar Advertising all have written policies restricting alcohol ads within a certain distance of churches and schools, and yet we have a number of documented instances of violations, with signs advertising alcohol as close as 50 ft. to a school property. Some of these can be seen at our website at www.banbillboardblight.org. CBS/Decaux has also violated the terms of their coordinated street furniture contract, which includes a 500 ft. exclusionary zone.

We urge you to make a prohibition on all alcohol advertising a condition of the contract with Martin Outdoor Media. The company can choose to accept, reject, or re-negotiate the contract. In any case, there is no legal impediment for including this restriction, despite assertions to the contrary by the company's lobbyist.

Sincerely,

Dennis Hathaway, President
Coalition to Ban Billboard Blight

Coalition to

BanBillboardBlight Protecting Public Space □ Defending the Visual Environment

2700 Military Ave., Los Angeles, CA 90064
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Such exclusionary zones are also ineffective because they are difficult to enforce and there are no real penalties for violation. The major sign companies such as Clear Channel, CBS Outdoor, and Lamar Advertising all have written policies restricting alcohol ads within a certain distance of churches and schools, and yet we have a number of documented instances of violations, with signs advertising alcohol as close as 50 ft. to a school property. Some of these can be seen at our website at www.banbillboardblight.org. CBS/Decaux has also violated the terms of their coordinated street furniture contract, which includes a 500 ft. exclusionary zone.

We urge you to make a prohibition on all alcohol advertising a condition of the contract with Martin Outdoor Media. The company can choose to accept, reject, or re-negotiate the contract. In any case, there is no legal impediment for including this restriction, despite assertions to the contrary by the company's lobbyist.

Sincerely,

Dennis Hathaway, President
Coalition to Ban Billboard Blight



Janice Takimoto <janice.takimoto@lacity.org>

Fw: Letter to Board of Public Works Re: Bus Bench Contract

1 message

William Weeks <william.weeks@lacity.org>
To: teri.schmidt@lacity.org, janice.takimoto@lacity.org

Thu, May 26, 2011 at 10:55 AM

From: Dennis Hathaway <dennis@banbillboardblight.org>
To: William Weeks <william.weeks@lacity.org>
Sent: Thu May 26 10:40:24 2011
Subject: Letter to Board of Public Works Re: Bus Bench Contract

Dear Mr. Weeks:

Please transmit the attached letter to board members for their consideration prior to Friday's meeting.

Thank you,

Dennis Hathaway

Dennis Hathaway

President, *Coalition to Ban Billboard Blight*

2700 Military Ave., Los Angeles, CA 90064

310-386-9661

Defend Our Public Spaces, Protect Our Visual Environment

www.banbillboardblight.org



Letter to BPW-May 26, 2011.pdf
50K

Coalition to

BanBillboardBlight Protecting Public Space □ Defending the Visual Environment

2700 Military Ave., Los Angeles, CA 90064
310.386.9661

info@banbillboardblight.org
www.banbillboardblight.org

City of Los Angeles Board of Public Works
Room 350 City Hall
200 N. Spring St.
Los Angeles, CA 90012

Attn: William Weeks, Executive Officer
Re: Bus Bench Contract with Martin Outdoor Media

May 26, 2011

Dear Board Members:

At Wednesday's discussion of awarding a new bus bench contract to Martin Outdoor Media, the company's representative, Christopher Westhoff, said that including a prohibition on alcohol advertising would not be advisable because of constitutional issues. I believe this information to be incorrect, because a governmental entity's right to include such restrictions as a matter of contract with a private company is well established. As I stated in public comment, the MTA has just such a restriction in its contract with CBS Outdoor, and that restriction has never been legally challenged. In 2008, the city of San Francisco adopted an ordinance prohibiting any city contracts from allowing alcohol advertising on public property, and no legal objections have been raised. Other governmental jurisdictions in California and elsewhere have similar restrictions that have passed legal muster.

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We urge you to make a prohibition on all alcohol advertising a condition of the contract with Martin Outdoor Media. The company can choose to accept, reject, or re-negotiate the contract. In any case, there is no legal impediment for including this restriction, despite assertions to the contrary by the company's lobbyist.

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Coalition to Ban Billboard Blight

CITY OF LOS ANGELES SPEAKER CARD

Date May 25, 2011

Agenda Item 6

I wish to speak before the Board of Public Works

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? () For proposal

Name: Paul Scott () Against proposal
() General comments

Business or Organization Affiliation: WCTU

Address: 551 S. Kingsley Dr., Los Angeles, 90050
Street City State Zip

Business phone: 213 383-5702 Representing: _____

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

CITY OF LOS ANGELES SPEAKER CARD

Date 5-25-11

Agenda Item #6

I wish to speak before the Board of Public Works

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? () For proposal

Name: JOHN WHITAKER () Against proposal
(X) General comments

Business or Organization Affiliation: AWAKE - TARZANA TXCENKID - LA CAP

Address: 18646 Oxnard St., Tarzana, CA 91356
Street City State Zip

Business phone: 818-996-1051 Representing: TARZANA, TC
~~818-996-3376~~

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: _____ Phone #: _____

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Street City State Zip

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CITY OF LOS ANGELES SPEAKER CARD

Date 5/25/11

Agenda Item 6

I wish to speak before the Board of Public Works

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? () For proposal

Name: Charles Porter () Against proposal
(X) General comments

Business or Organization Affiliation: United Coalition East

Address: 804 S. 6th St. LA CA 90021
Street City State Zip

Business phone: 213 622-1621 Representing: _____

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: _____ Phone #: _____

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Street City State Zip

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CITY OF LOS ANGELES SPEAKER CARD

Date 5/25/11

Agenda Item # 6

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Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? () For proposal

Name: DENNIS HATHAWAY (X) Against proposal
() General comments

Business or Organization Affiliation: _____

Address: _____
Street City State Zip

Business phone: _____ Representing: _____

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CITY OF LOS ANGELES SPEAKER CARD

Date 5/25/2011

Agenda Item #6

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Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? () For proposal

Name: MARCIA HABER KAMINE (X) Against proposal
() General comments

Business or Organization Affiliation: Kamine Collings & Phelps, PC

Address: 523 West 6th St. #546 LA CA 90014
Street City State Zip

Business phone: (919) 972-0119 Representing: Norman Bonch

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

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Street City State Zip

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CITY OF LOS ANGELES SPEAKER CARD

Date 5/25/11

Agenda Item 6

I wish to speak before the Board of Public Works

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (X) For proposal

Name: CHRISTOPHER M. WESTHAFF () Against proposal
() General comments

Business or Organization Affiliation: FREEMAN, FREEMAN & SMILEY

Address: 3415 S. SEPULVEDA BLVD., L.A. CA 90034
Street City State Zip

Business phone: (213) 359-8620 Representing: MARTIN OUTDOOR MEDIA, LLC

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW: ☐

Client Name: _____ Phone #: _____

Client Address: _____
Street City State Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

CITY OF LOS ANGELES SPEAKER CARD

Date

5-25-11

Agenda Item

6

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() Against proposal

Name: Glean Flutie () General comments

Business or Organization Affiliation: Martin Outdoor Media, LLC

Address: 150 NW 70 Ave Plantation FL 33315

Street

City

State

Zip

Business phone: 954-494-3989 Representing: _____

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:

☐

Client Name: _____ Phone #: _____

Client Address: _____

Street

City

State

Zip

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

Item #5 on Friday, May 13, 2011

MOTION #1

Alarcon – “Continue this matter until Wednesday, May 25th for a formal hearing, but that any documents that any of the parties would like to submit be submitted to this Board by 9:00 a.m. on Monday, May 23rd, that would include any supporting information, any protests and so forth”

MOTION #2

Alarcon - “Authorize Bureau of Street Services to continue to negotiate for an additional thirty (30) days”

Daniels and Nutter in support of the continuance

Speaker – Chris Westhoff representing Martin Outdoor
(Alarcon agreed on need for more time to disseminate protests)

MOTION #3

Alarcon - “The formal hearing on this matter will be held Wednesday May 25, however, all documents to be submitted to this Board by Friday, May 20 at noon”

Speaker – Dan Phelps representing Norman Bench
(Alarcon stated that there is adequate time to protest and submit documents to Board)

Alarcon moved MOTION #3, Daniels seconded, Nutter in favor.



City of Los Angeles
Board of Public Works
Room 350 City Hall 200 N. Spring St.
Los Angeles, CA 90012

Attn: William Weeks, Executive Officer

**Re: May 25 Board Meeting, Agenda Item #6
NO ALCOHOL ADS ON PUBLIC PROPERTY**

Dear Board Members:

The proposed bus bench contract with Martin Outdoor unfortunately, doesn't adequately address the issue of alcohol advertising on public property.

Research has consistently demonstrated that the more alcohol ads youth see, the more likely they are to drink, drink to excess, engage in harmful actions, and become alcohol-dependent. Marin Institute has calculated that in California the cost of alcohol-related harms is twice that of tobacco, exceeding \$38 billion dollars annually.

Currently MTA does not allow alcohol advertising on its buses, trains, and other transit facilities, and recently reaffirmed this policy when its advertising contractor, CBS Outdoor, sought to change it. The MTA board members properly expressed the opinion that even though alcohol is a legal product, a public agency should not be in the business of helping market it on public property.

We urge you not to approve this contract until an amendment is added prohibiting any advertising of alcohol on bus benches. The City of Los Angeles should not be using public property to promote alcohol to its residents.

Sincerely,

A handwritten signature in black ink, appearing to read "Jorge Castillo", is written over the word "Sincerely,".

Jorge Castillo, Advocacy & Outreach Manager
L.A. Coalition to Ban Alcohol Ads from Public Property



FAX COVER SHEET

To: MR. WEEKS

From: JOSE CASTILLO

FAX: 213 978-0278

Phone: 213 840-3336

Phone:

Pages (including cover): 3

RE: NO Alcohol ADS on BUS Benches



May 26, 2011

City of Los Angeles
Board of Public Works
Room 350 City Hall 200 N. Spring St.
Los Angeles, CA 90012

Re: No alcohol ads on bus benches

Attn: Mr. Weeks, Executive Officer

As concerned community members we are troubled by the advertisement of alcohol on public property. In a time when there is a lack of services to treat alcohol related harms the City of Los Angeles, should not participate as a promoter of alcohol.

We would like to clarify that local government has the legal and constitutional right to ban alcohol ads on its property. The proposed bus bench contract with Martin Outdoor unfortunately, doesn't adequately address the issue of alcohol advertising on public property.

In our research, we found the cost of alcohol harms to LA County to be 10.8 billion annually. The Los Angeles Department of Public Health recognizes this cost in its report titled "Reducing alcohol Related Harms in Los Angeles County." In this report they also suggest as a prevention strategy "reducing alcohol advertising in public spaces and in areas commonly seen by minors."

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Sincerely,

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Jorge Castillo, Advocacy & Outreach Manager, Marin Institute
Los Angeles Coalition on Alcohol Policy
L.A. Coalition to Ban Alcohol Ads from Public Property



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Los Angeles Coalition on Alcohol Policy
L.A. Coalition to Ban Alcohol Ads from Public Property

May. 26. 2011 5:15PM

Received:

May 26 2011 04:15pm

No. 0455 P. 1/3



FAX COVER SHEET

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From: JORGE CASTILLO

FAX: 213 978-0228

Phone: 213 840-3336

Phone:

Pages (including cover): 3

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Currently MTA does not allow alcohol advertising on its buses, trains, and other transit facilities, and recently reaffirmed this policy when its advertising contractor, CBS Outdoor, sought to change it. The MTA board members properly expressed the opinion that even though alcohol is a legal product, a public agency should value the public health of residents and not be in the business of helping market it on public property.

We urge you not to approve this contract until an amendment is added prohibiting any advertising of alcohol on bus benches.

Sincerely,

A handwritten signature in black ink, appearing to read "Jg ch", is written over the typed name.

Jorge Castillo, Advocacy & Outreach Manager, Marin Institute
Los Angeles Coalition on Alcohol Policy
L.A. Coalition to Ban Alcohol Ads from Public Property

May. 26. 2011 5:15PM

Received:

May 26 2011 04:15pm

No. 0455 P. 1/3



FAX COVER SHEET

To: MR. WEEKS

From: JORGE CASTILLO

FAX: 213 978-0278

Phone: 213 840-3336

Phone:

Pages (including cover): 3

RE: NO Alcohol ADS on Bus Benches



May 26, 2011

City of Los Angeles
Board of Public Works
Room 350 City Hall 200 N. Spring St.
Los Angeles, CA 90012

Re: No alcohol ads on bus benches

Attn: Mr. Weeks, Executive Officer

As concerned community members we are troubled by the advertisement of alcohol on public property. In a time when there is a lack of services to treat alcohol related harms the City of Los Angeles, should not participate as a promoter of alcohol.

We would like to clarify that local government has the legal and constitutional right to ban alcohol ads on its property. The proposed bus bench contract with Martin Outdoor unfortunately, doesn't adequately address the issue of alcohol advertising on public property.

In our research, we found the cost of alcohol harms to LA County to be 10.8 billion annually. The Los Angeles Department of Public Health recognizes this cost in its report titled "Reducing alcohol Related Harms in Los Angeles County." In this report they also suggest as a prevention strategy "reducing alcohol advertising in public spaces and in areas commonly seen by minors."

Research has consistently demonstrated that the more alcohol ads youth see, the more likely they are to drink, drink to excess, engage in harmful actions, and become alcohol-dependent.



Currently MTA does not allow alcohol advertising on its buses, trains, and other transit facilities, and recently reaffirmed this policy when its advertising contractor, CBS Outdoor, sought to change it. The MTA board members properly expressed the opinion that even though alcohol is a legal product, a public agency should value the public health of residents and not be in the business of helping market it on public property.

We urge you not to approve this contract until an amendment is added prohibiting any advertising of alcohol on bus benches.

Sincerely,

A handwritten signature in black ink, appearing to read "Jg cdh".

Jorge Castillo, Advocacy & Outreach Manager, Marin Institute
Los Angeles Coalition on Alcohol Policy
L.A. Coalition to Ban Alcohol Ads from Public Property



Teri Schmidt <teri.schmidt@lacity.org>

Fw: 5/25 Board of Pubic Works Item #6 - Bus Bench Contract

1 message

William Weeks <william.weeks@lacity.org>

Wed, May 25, 2011 at 7:45 AM

To: teri.schmidt@lacity.org, david.chanquin@lacity.org

Please provide copies for all Board members, c atty and me for today's mtg. Thanks. BW

From: Barbara Broide <bbroide@hotmail.com>

To: william.weeks@lacity.org <william.weeks@lacity.org>

Cc: cynthia.ruiz@lacity.org <cynthia.ruiz@lacity.org>; Paul Koretz - cd 5 <paul.koretz@lacity.org>; Christopher Koontz <chris.koontz@lacity.org>

Sent: Wed May 25 07:21:09 2011

Subject: 5/25 Board of Pubic Works Item #6 - Bus Bench Contract

Dear Mr. Weeks and President Ruiz,

I regret that I will be unable to attend the 5/25 meeting of the Board. I had planned to attend in order to provide some remarks on the proposed bus bench contract (item #6 on your agenda).

I do not believe that many in the public are aware that a new contract is moving forward at this time. As you may know, over the years of the current Norman contract, there have been many complaints related to placement, graffiti and vandalism, trash, and vendor response. These and other issues of concern to the general public should be discussed and considered as part of the process involved in the issuance of a new bus bench contract.

I would like to suggest that outreach be done to the neighborhood councils, community councils, homeowner associations and chambers of commerce before action is taken on the contract. While I can understand that the City might be anxious to ratify a contract in order to begin receiving income from it (and perhaps to get the Norman benches off the street), it is important that concerns be considered. While I have not yet read the entire contract in detail, I would like to be certain that the following issues have been and are being discussed:

- 1) Is there a way for the contract to contain restrictions against alcohol advertising? The benches will be placed within the public right-of-way. Many would say that the City should not wish to promote alcohol consumption on benches placed on public land. While alcohol ads may be prohibited near schools, our children are quite mobile and will see ads placed on bus benches as they walk and are driven through their neighborhoods and the City. (Tobacco ads are already excluded.)
- 2) Does the contract require the recipient to comply with all local zoning regulations such as specific plans, scenic corridors, etc. that prohibit off-site advertising. As Community Plans are re-written, can there be a way to ensure that there will be compliance with those plans? (Ten years is a very long time to have to wait for such compliance; how can this be addressed?)

We have a number of scenic highways/corridors in our area and the appropriateness of any signage on those streets has been an issue of great concern. The General Plan contains explicit restrictions on placement of signs and outdoor advertising on Scenic Highways, regulating which signs may be placed in the public right-of-way. "Only traffic, information, and identification signs shall be permitted within the public right-of-way of a Scenic Highway." (General Plan, Transportation Element, D, subd (4)(a)) Further, "(o)ff-site outdoor advertising is prohibited in the public right-of-way, and on public-owned land within five hundred feet of the center line of a Scenic Highway." (Id., subd. (4)(b))

- 3) How can there be some mechanism for community input on placement (Neighborhood Councils, Community Councils, etc.)? How can we be certain that placement is based on rider need/demand and not solely on potential ad income? How can we protect residential property adjacent to bus stops (particularly on busy streets) from having more benches than needed? If a process for input prior to placement will not be included, what kind of appeal mechanism can be adopted?

- 4) What kind of periodic public review process can be incorporated into the contract? Who will have the responsibility of keeping track of problems and their resolution to determine contract compliance? The vendor currently under consideration does not appear to have any contracts the size of the one here in Los Angeles (or outside of Florida). Is there a mechanism whereby complaints and their resolution can be posted on a website in an ongoing manner? Is it possible to think that an

online registry of locations could be posted and that any issues and date reported could be reported along with resolution date?

I hope that you will allow time to solicit input from the community by providing notice about the pending contract prior to taking a formal vote. As you know, the contract is a lengthy one and those willing to invest the time to review it should have an opportunity to comment and forward their thoughts for consideration.

Thank you.

Sincerely,
Barbara Broide
President
Westwood South of Santa Monica Blvd. Homeowners Association
PO Box 64213, Los Angeles 90064
bbroide@hotmail.com
wssmhoa@gmail.com

* You might consider requesting to make a presentation on the contract to the PLANCHECK LA neighborhood council group that meets monthly downtown to discuss land use and planning related issues. Representatives from across the City attend those monthly meetings on the second Saturday morning of each month.



City of Los Angeles
Board of Public Works
Room 350 City Hall 200 N. Spring St.
Los Angeles, CA 90012

Attn: William Weeks, Executive Officer

**Re: May 25 Board Meeting, Agenda Item #6
NO ALCOHOL ADS ON PUBLIC PROPERTY**

Dear Board Members:

The proposed bus bench contract with Martin Outdoor unfortunately, doesn't adequately address the issue of alcohol advertising on public property.

Research has consistently demonstrated that the more alcohol ads youth see, the more likely they are to drink, drink to excess, engage in harmful actions, and become alcohol-dependent. Marin Institute has calculated that in California the cost of alcohol-related harms is twice that of tobacco, exceeding \$38 billion dollars annually.

Currently MTA does not allow alcohol advertising on its buses, trains, and other transit facilities, and recently reaffirmed this policy when its advertising contractor, CBS Outdoor, sought to change it. The MTA board members properly expressed the opinion that even though alcohol is a legal product, a public agency should not be in the business of helping market it on public property.

We urge you not to approve this contract until an amendment is added prohibiting any advertising of alcohol on bus benches. The City of Los Angeles should not be using public property to promote alcohol to its residents.

Sincerely,

A handwritten signature in black ink, appearing to read "Jorge Castillo".

Jorge Castillo, Advocacy & Outreach Manager
L.A. Coalition to Ban Alcohol Ads from Public Property

**Coalition to
BanBillboardBlight** Protecting Public Space □ Defending the Visual Environment

2700 Military Ave., Los Angeles, CA 90064
310.386.9661

info@banbillboardblight.org
www.banbillboardblight.org

May 23, 2011

City of Los Angeles
Board of Public Works
Room 350 City Hall
200 N. Spring St.
Los Angeles, CA 90012

Attn: William Weeks, Executive Officer
Re: May 25 Board Meeting, Agenda Item #6

Dear Board Members:

The proposed bus bench contract with Martin Outdoor Media refers to the company's advertising policy that prohibits advertising of tobacco, firearms, and various adult services. The policy also prohibits alcohol advertising in "certain locations such as schools and houses of worship." Unfortunately, this policy doesn't adequately address the issue of alcohol advertising on public property.

Independent studies have shown that outdoor alcohol advertising is often aimed toward youth and minorities, and has a demonstrable effect in increasing problem drinking and the consumption of alcohol among the underaged population. Because public transportation is heavily used by youth and bus stops are places of congregation, bus benches are especially inappropriate venues for alcohol advertising.

The MTA does not allow alcohol advertising on its buses, trains, and other transit facilities, and recently reaffirmed this policy when its advertising contractor, CBS Outdoor, sought to change it. The MTA board members properly expressed the opinion that even though alcohol is a legal product, a public agency should not be in the business of helping market it on public property.

We urge you not to approve this contract until an amendment is added prohibiting any advertising of alcohol on bus benches.

Sincerely,

Dennis Hathaway
President,
Coalition to Ban Billboard Blight

Coalition to

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Sincerely,

Dennis Hathaway
President,
Coalition to Ban Billboard Blight

To: William
From: Jorge Castillo
Subj: Ban Alcohol Ads on L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. During these times when there is a lack of services to treat alcohol-related harms, which a Marin Institute study estimated at a catastrophic \$10.8 billion annually in L.A., the city should not be a partner in promoting alcohol.

Local government has the moral and constitutional right to ban alcohol ads on public property. This year, the L.A. Department of Public Health recommended in a report titled Reducing Alcohol Related Harms in Los Angeles County, that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10 year bus bench contract with Martin Outdoor Media LLC, negligently allows them to place alcohol ads on public property.

The research is clear: the more alcohol advertisements young people see, the more likely they are to drink and drink to excess. Restricting alcohol advertising has tremendous benefits, potentially reducing levels of youth drinking and binge drinking. Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. We respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to ban any alcohol ads on city-owned bus benches.

Sincerely,

Jorge Castillo
24 Belvedere St
San Rafael, CA, 94901

To: William
From: Philip Raider
Subj: Keep Alcohol Ads off L.A. Bus Benches

This is a really stupid idea!

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A. County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

The research is clear: the more alcohol advertisements young people see, the more likely they are to drink and drink to excess. Restricting youth exposure to alcohol advertising has important benefits, including reducing youth drinking and binge drinking. Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. I respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

Thank you.

Sincerely,

Philip Raider
620 5th Ave
Venice, CA, 90291



Janice Takimoto <janice.takimoto@lacity.org>

Fwd: Please Don't Allow Alcohol Ads on Bus Benches

2 messages

William Weeks <william.weeks@lacity.org>

Mon, Jun 6, 2011 at 3:19 PM

To: Janice Takimoto <janice.takimoto@lacity.org>

----- Forwarded message -----

From: Robert Aronson <R_Aronson@ureach.com>

Date: Mon, Jun 6, 2011 at 12:19 PM

Subject: Please Don't Allow Alcohol Ads on Bus Benches

To: Executive Officer Wiliam Weeks <william.weeks@lacity.org>

The last thing we need is more alcohol advertisements, and I hope my government understands that public property should never be the site of alcohol ads. No pedestrian has ever been killed by a cigarette smoker, but many have been killed by drunk drivers. Cigarette advertisements are not permitted. The basis for rejecting alcohol advertisements should be even stronger. The city should not be promoting alcohol.

Even our own Department of Public Health has found that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," and would help discourage underage drinking. The MTA doesn't allow alcohol ads.

Please do the right thing: help reduce exposure to alcohol advertising, and include this provision in the contract with Martin Outdoor Media for city-owned bus benches.

Thank you for considering my opinion.

Sincerely,

Robert Aronson
1215 Appleton Way
Venice, CA 90291

Janice Takimoto <janice.takimoto@lacity.org>

Wed, Jun 8, 2011 at 7:29 AM

To: Teri Schmidt <teri.schmidt@lacity.org>

[Quoted text hidden]

--

Janice Takimoto
Senior Clerk Typist, Board of Public Works
City of Los Angeles, Department of Public Works
213-978-0275 voicemail
213-978-0278 fax
Mail Stop 465



Janice Takimoto <janice.takimoto@lacity.org>

Fwd: Ban Alcohol Ads on L.A. Bus Benches12 messages

William Weeks <william.weeks@lacity.org>

Mon, Jun 6, 2011 at 9:15 AM

To: Janice Takimoto <janice.takimoto@lacity.org>

For the next meeting on bus bench contract, pls add to packets. Thanks. BW

----- Forwarded message -----

From: Carol Isaia Montoya <mcarol@uci.edu>

Date: Mon, Jun 6, 2011 at 9:11 AM

Subject: Ban Alcohol Ads on L.A. Bus Benches

To: Executive Officer William Weeks <william.weeks@lacity.org>

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

The research is clear: the more alcohol advertisements young people see, the more likely they are to drink and drink to excess. Restricting youth exposure to alcohol advertising has important benefits, including reducing youth drinking and binge drinking. Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. I respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

Thank you.

Sincerely,

Carol Isaia Montoya
3952 Tano St
Chino, CA 91710

Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 9:24 AM

To: William Weeks <william.weeks@lacity.org>

Done

[Quoted text hidden]

--

Janice Takimoto
Senior Clerk Typist, Board of Public Works
City of Los Angeles, Department of Public Works
213-978-0275 voicemail
213-978-0278 fax

Mail Stop 465

William Weeks <william.weeks@lacity.org>

Mon, Jun 6, 2011 at 9:39 AM

To: janice.takimoto@lacity.org

More

----- Original Message -----

From: Luis Lozano <beachhouse@aol.com>

To: Executive Officer William Weeks <william.weeks@lacity.org>

Sent: Mon Jun 06 09:23:02 2011

Subject: Ban Alcohol Ads on L.A. Bus Benches

Just because we are in a financial crisis is not time to end policies that work and that also save money in health, crime and other costs.

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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Thank you.

Sincerely,

Luis Lozano
225 Pomona Ave Apt 3
Long Beach, CA 90803

William Weeks <william.weeks@lacity.org>

Mon, Jun 6, 2011 at 9:39 AM

To: janice.takimoto@lacity.org

!

----- Original Message -----

From: Joanne Lambert, Lake Forest <joanne@santiagoym.org>

To: Executive Officer William Weeks <william.weeks@lacity.org>

Sent: Mon Jun 06 09:24:02 2011

Subject: Ban Alcohol Ads on L.A. Bus Benches

As a clinical nurse specialist in community & child mental health, a youth minister and co-chair of a ATOD prevention coalition in Orange County I want to call your attention to the problems associated with alcohol. Advertising on public bus benches is a media ploy to hook young people when they are most innocent and vulnerable to identify with alcohol. Seeing the bizarre rate of DUI and deaths due to DUI leads me to plea for your support and cooperation to not allow alcohol advertising in this way.

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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Thank you.

Sincerely,

Joanne Lambert, Lake Forest
Director of Confirmation & Youth Ministry
Santiago de Compostela Catholic Church
21682 Lake Forest Dr
Lake Forest, CA 92630

William Weeks <william.weeks@lacity.org>

Mon, Jun 6, 2011 at 9:39 AM

To: janice.takimoto@lacity.org

----- Original Message -----

From: Henry Valles <hvalles@dph.sbcounty.gov>

To: Executive Officer William Weeks <william.weeks@lacity.org>

Sent: Mon Jun 06 09:32:01 2011

Subject: Ban Alcohol Ads on L.A. Bus Benches

To whom it may concern'

as advocates for current and future (18 year olds) voters I strongly suggest that you vote in the interest of our teens.

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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Thank you.

Sincerely,

Henry Valles
PO Box 813
Crestline, CA 92325

William Weeks <william.weeks@lacity.org>
To: janice.takimoto@lacity.org

Mon, Jun 6, 2011 at 9:40 AM

----- Original Message -----

From: **Jim Doeppers** <jimdoeppers@gmail.com>
To: Executive Officer William Weeks <william.weeks@lacity.org>
Sent: Mon Jun 06 09:18:01 2011
Subject: Ban Alcohol Ads on L.A. Bus Benches

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Thank you.

Sincerely,

Jim Doeppers

259 Richardson Dr
Mill Valley, CA 94941

William Weeks <william.weeks@lacity.org>

Mon, Jun 6, 2011 at 9:46 AM

To: janice.takimoto@lacity.org

----- Original Message -----

From: **Michael Greenlee** <mgreenlee@centerforhumanservices.org>

To: Executive Officer William Weeks <william.weeks@lacity.org>

Sent: Mon Jun 06 09:42:01 2011

Subject: Ban Alcohol Ads on L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

The research is clear: the more alcohol advertisements young people see, the more likely they are to drink and drink to excess. Restricting youth exposure to alcohol advertising has important benefits, including reducing youth drinking and binge drinking. Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. I respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

Thank you.

Sincerely,

Michael Greenlee
1700 McHenry Village Way
Modesto, CA 95350

William Weeks <william.weeks@lacity.org>

Mon, Jun 6, 2011 at 11:13 AM

To: Janice Takimoto <janice.takimoto@lacity.org>

----- Forwarded message -----

From: **John Martinez, John** <airezapatista@hotmail.com>

Date: Mon, Jun 6, 2011 at 9:56 AM

Subject: Ban Alcohol Ads on L.A. Bus Benches

To: Executive Officer William Weeks <william.weeks@lacity.org>

QUIT PUSHING ADDICTION!

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be

\$10.8 billion annually, the city should not be a partner in promoting alcohol.

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Thank you.

Sincerely,

john martinez, john
323 N Soto St
Los Angeles, CA 90033

William Weeks <william.weeks@lacity.org>
To: Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 11:14 AM

----- Forwarded message -----

From: Janice Newton <tomjannewton@sbcglobal.net>
Date: Mon, Jun 6, 2011 at 10:12 AM
Subject: Ban Alcohol Ads on L.A. Bus Benches
To: Executive Officer Wiliam Weeks <william.weeks@lacity.org>

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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Thank you.

Sincerely,

Janice Newton

1144 Autumnwood Ln
El Dorado Hills, CA 95762

William Weeks <william.weeks@lacity.org>
To: Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 11:14 AM

----- Forwarded message -----

From: **Pamela Lichtenwalner** <PSLichtenwalner@mac.com>
Date: Mon, Jun 6, 2011 at 10:23 AM
Subject: Ban Alcohol Ads on L.A. Bus Benches
To: Executive Officer Wiliam Weeks <william.weeks@lacity.org>

I am a teacher, recently teaching middle-school and high-school special education, and am well aware of the abuse of alcohol among under-aged youth.

Please stop this constant assault of alcohol advertising on our youth. They use public transportation to get to and from school and events.

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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Thank you.

Please.

Sincerely,

Pamela Lichtenwalner
PO Box 473
Stinson Beach, CA 94970

William Weeks <william.weeks@lacity.org>
To: Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 3:37 PM

----- Forwarded message -----

From: Ruben Rodriguez <rodriguez@pys.org>
Date: Mon, Jun 6, 2011 at 2:35 PM
Subject: Ban Alcohol Ads on L.A. Bus Benches
To: Executive Officer Wiliam Weeks <william.weeks@lacity.org>

The City of Los Angeles has a responsibility to look out for the health and safety of all it's resident, especially the young people that are more easily influenced by advertisements. The city has the responsibility and the right to prohibit liquor advertising on public property.

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

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The research is clear: the more alcohol advertisements young people see, the more likely they are to drink and drink to excess. Restricting youth exposure to alcohol advertising has important benefits, including reducing youth drinking and binge drinking. Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. I respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

Thank you.

This is about trying to save lives, not making money.

Sincerely,

Ruben Rodriguez
Executive Director
Pueblo y Salud, Inc.
1024 N Maclay Ave Ste M-13
San Fernando, CA 91340

Janice Takimoto <janice.takimoto@lacity.org>
To: Teri Schmidt <teri.schmidt@lacity.org>

Wed, Jun 8, 2011 at 7:30 AM

Forwarded conversation

Subject: Fwd: Ban Alcohol Ads on L.A. Bus Benches

From: William Weeks <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 9:15 AM
To: Janice Takimoto <janice.takimoto@lacity.org>

For the next meeting on bus bench contract, pls add to packets. Thanks. BW

----- Forwarded message -----

From: Carol Isaia Montoya <mcarol@uci.edu>

Date: Mon, Jun 6, 2011 at 9:11 AM

Subject: Ban Alcohol Ads on L.A. Bus Benches

To: Executive Officer William Weeks <william.weeks@lacity.org>

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

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Thank you.

Sincerely,

Carol Isaia Montoya
3952 Tano St
Chino, CA 91710

From: Janice Takimoto <janice.takimoto@lacity.org>

Date: Mon, Jun 6, 2011 at 9:24 AM

To: William Weeks <william.weeks@lacity.org>

Done

--

Janice Takimoto
Senior Clerk Typist, Board of Public Works
City of Los Angeles, Department of Public Works
213-978-0275 voicemail
213-978-0278 fax
Mail Stop 465

From: William Weeks <william.weeks@lacity.org>

Date: Mon, Jun 6, 2011 at 9:39 AM

To: janice.takimoto@lacity.org

More

Just because we are in a financial crisis is not time to end policies that work and that also save money in health, crime and other costs.

Luis Lozano
225 Pomona Ave Apt 3
Long Beach, CA 90803

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 9:39 AM
To: janice.takimoto@lacity.org

!

As a clinical nurse specialist in community & child mental health, a youth minister and co-chair of a ATOD prevention coalition in Orange County I want to call your attention to the problems associated with alcohol. Advertising on public bus benches is a media ploy to hook young people when they are most innocent and vulnerable to identify with alcohol. Seeing the bizarre rate of DUI and deaths due to DUI leads me to plea for your support and cooperation to not allow alcohol advertising in this way.

Joanne Lambert, Lake Forest
Director of Confirmation & Youth Ministry
Santiago de Compostela Catholic Church
21682 Lake Forest Dr
Lake Forest, CA 92630

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 9:39 AM
To: janice.takimoto@lacity.org

To whom it may concern'
as advocates for current and future (18 year olds) voters I strongly suggest that you vote in the interest of our teens.

Henry Valles
PO Box 813
Crestline, CA 92325

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 9:40 AM
To: janice.takimoto@lacity.org

Jim Doeppers
259 Richardson Dr
Mill Valley, CA 94941

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 9:46 AM
To: janice.takimoto@lacity.org

michael Greenlee
1700 McHenry Village Way
Modesto, CA 95350

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 11:13 AM
To: Janice Takimoto <janice.takimoto@lacity.org>

QUIT PUSHING ADDICTION!
john martinez, john
323 N Soto St
Los Angeles, CA 90033

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 11:14 AM
To: Janice Takimoto <janice.takimoto@lacity.org>

Janice Newton
1144 Autumnwood Ln
El Dorado Hills, CA 95762

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 11:14 AM
To: Janice Takimoto <janice.takimoto@lacity.org>

I am a teacher, recently teaching middle-school and high-school special education, and am well aware of the abuse of alcohol among under-aged youth.

Please stop this constant assault of alcohol advertising on our youth. They use public transportation to get to and from school and events. Please.

Sincerely,

Pamela Lichtenwalner
PO Box 473
Stinson Beach, CA 94970

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 3:37 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

The City of Los Angeles has a responsibility to look out for the health and safety of all it's resident, especially the young people that are more easily influenced by advertisements. The city has the responsibility and the right to prohibit liquor advertising on public property. The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property. Do not allow this. This is about trying to save lives, not making money.

Sincerely,

Ruben Rodriguez
Executive Director
Pueblo y Salud, Inc.
1024 N MacLay Ave Ste M-13
San Fernando, CA 91340

[Quoted text hidden]



Janice Takimoto <janice.takimoto@lacity.org>

Fwd: Keep Alcohol Ads off L.A. Bus Benches in the Public Right-of-Way

2 messages

William Weeks <william.weeks@lacity.org>

Mon, Jun 6, 2011 at 3:42 PM

To: Janice Takimoto <janice.takimoto@lacity.org>

----- Forwarded message -----

From: **Barbara Broide** <bbroide@hotmail.com>

Date: Mon, Jun 6, 2011 at 1:33 PM

Subject: Keep Alcohol Ads off L.A. Bus Benches in the Public Right-of-Way

To: Executive Officer William Weeks <william.weeks@lacity.org>

I write as both a concerned citizen and as a public health professional. In the field of public health we seek to improve the health of communities through prevention and the promotion of early detection and treatment.

We know that prevention is the key to better health for individuals and communities. And, we also know that treatment is a very expensive road to travel AFTER an individual's health status is compromised.

Illness and disability as a result of alcohol abuse cost our society dearly and affects those from all walks of life. It is estimated that the cost of alcohol in L.A. County alone is \$ 10.8 billion each year. Many of those battling alcohol addiction today began drinking while young and underage. It is time to implement actions to help to break that cycle. You can act now to discourage underage drinking by disallowing advertisements for alcohol to be placed on bus benches in Los Angeles.

How fortunate it is that you have an opportunity to make a difference in this public health effort and act in support of the L.A. County's Public Health Dept. recommendation that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. The dangers are clear and fortunately a tool to discourage underage drinking is in your hands. You can follow the lead already taken by the MTA in barring such ads from their vehicles and facilities.

The City should not allow alcohol advertisements to be displayed on public property. I urge that changes be made to the Martin Outdoor Media contract to halt the placement of alcohol ads on bus benches in the public right-of-way throughout Los Angeles.

Thank you for your consideration.

Sincerely,

Barbara Broide
2001 Malcolm Ave
Los Angeles, CA 90025

Janice Takimoto <janice.takimoto@lacity.org>

Wed, Jun 8, 2011 at 7:30 AM

To: Teri Schmidt <teri.schmidt@lacity.org>

[Quoted text hidden]

--

Janice Takimoto
Senior Clerk Typist, Board of Public Works
City of Los Angeles, Department of Public Works
213-978-0275 voicemail
213-978-0278 fax
Mail Stop 465



Janice Takimoto <janice.takimoto@lacity.org>

Fwd: Keep Alcohol Ads off L.A. Bus Benches

34 messages

William Weeks <william.weeks@lacity.org>
To: Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 11:30 AM

----- Forwarded message -----

From: Michael Scippa <mjscippa@gmail.com>
Date: Mon, Jun 6, 2011 at 11:27 AM
Subject: Keep Alcohol Ads off L.A. Bus Benches
To: Executive Officer William Weeks <william.weeks@lacity.org>

Please do your job and protect the health and safety of L.A. residents and visitors.

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

The research is clear: the more alcohol advertisements young people see, the more likely they are to drink and drink to excess. Restricting youth exposure to alcohol advertising has important benefits, including reducing youth drinking and binge drinking. Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. I respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

Once again, please do your job and protect the health and safety of L.A. residents and visitors.

Thank you.

Sincerely,

Michael Scippa
PO Box 412
Tiburon, CA 94920

William Weeks <william.weeks@lacity.org>
To: Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 11:30 AM

----- Forwarded message -----

From: Bert Saavedra <bertbluzz@verizon.net>

Date: Mon, Jun 6, 2011 at 11:28 AM
Subject: Keep Alcohol Ads off L.A. Bus Benches
To: Executive Officer William Weeks <william.weeks@lacity.org>

Please do not place ads on street benches...aren't billboards and lighted building ads enough? Our city will begin to look like Las Vegas, Seoul, or some less than desirable city. Enough is enough!

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A. County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

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Thank you.

I hope you hear this message and do the right thing.

Sincerely,

Bert Saavedra
14890 Jeremie St
Baldwin Park, CA 91706

William Weeks <william.weeks@lacity.org>
To: janice.takimoto@lacity.org

Mon, Jun 6, 2011 at 1:00 PM

----- Original Message -----

From: Meredyth Reinhard <twelvepaws54@yahoo.com>
To: Executive Officer William Weeks <william.weeks@lacity.org>
Sent: Mon Jun 06 11:40:01 2011
Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A. County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

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Thank you.

Sincerely,

Meredyth Reinhard
PO Box 154
Redwood Valley, CA 95470

William Weeks <william.weeks@lacity.org>
To: Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 3:14 PM

----- Forwarded message -----

From: Jean Bushnell <jeanbush@aol.com>
Date: Mon, Jun 6, 2011 at 11:57 AM
Subject: Keep Alcohol Ads off L.A. Bus Benches
To: Executive Officer Wiliam Weeks <william.weeks@lacity.org>

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

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Thank you.

As a mother of three and grandmother of one I hope you will prohibit alcohol ads on public property.

Sincerely,

Jean Bushnell
10348 Eastborne Ave
Los Angeles, CA 90024

William Weeks <william.weeks@lacity.org>
To: Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 3:14 PM

----- Forwarded message -----

From: Gayla McDowell <gayla2@att.net>
Date: Mon, Jun 6, 2011 at 11:58 AM
Subject: Keep Alcohol Ads off L.A. Bus Benches
To: Executive Officer Wiliam Weeks <william.weeks@lacity.org>

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

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Thank you.

Sincerely,

Gayla McDowell
2005 W Culver Ave Apt 16
Orange, CA 92868

William Weeks <william.weeks@lacity.org>
To: Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 3:14 PM

----- Forwarded message -----

From: Chris Ford, Esq. <cfordlaw@earthlink.net>
Date: Mon, Jun 6, 2011 at 12:00 PM
Subject: Keep Alcohol Ads off L.A. Bus Benches
To: Executive Officer Wiliam Weeks <william.weeks@lacity.org>

I think we should live in a world in which we do not have to be inundated with marketing from every angle. How about installing bus benches with ... NO advertising? If you just can't get the money-stars out of your eyes, then please see the further message below:

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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Thank you.

Sincerely,

Chris Ford, Esq.
Chris Ford
3435 Wilshire Blvd Ste 2900
Los Angeles, CA 90010

William Weeks <william.weeks@lacity.org>
To: Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 3:16 PM

----- Forwarded message -----

From: **chris van hook** <ccvanhook@gmail.com>
Date: Mon, Jun 6, 2011 at 12:09 PM
Subject: Keep Alcohol Ads off L.A. Bus Benches
To: Executive Officer William Weeks <william.weeks@lacity.org>

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

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Thank you.

Sincerely,

chris van hook
337 Via de la Paz
Pacific Palisades, CA 90272

William Weeks <william.weeks@lacity.org>
To: Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 3:20 PM

----- Forwarded message -----

From: Margarita Lopez <lopez@pys.org>
Date: Mon, Jun 6, 2011 at 3:12 PM
Subject: Keep Alcohol Ads off L.A. Bus Benches
To: Executive Officer Wiliam Weeks <william.weeks@lacity.org>

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

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Thank you.

Sincerely,

Margarita Lopez
1024 N Maclay Ave
San Fernando, CA 91340

William Weeks <william.weeks@lacity.org>
To: Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 3:21 PM

----- Forwarded message -----

From: Zenon Marko, Zenon <zm@zenonmarko.com>
Date: Mon, Jun 6, 2011 at 12:34 PM
Subject: Keep Alcohol Ads off L.A. Bus Benches
To: Executive Officer Wiliam Weeks <william.weeks@lacity.org>

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

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Thank you.

Sincerely,

Zenon Marko
202 E 6th St Apt 11
New York, NY 10003

William Weeks <william.weeks@lacity.org>
To: Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 3:23 PM

----- Forwarded message -----

From: Marsha Lyon <marsha_lyon@yahoo.com>
Date: Mon, Jun 6, 2011 at 12:49 PM
Subject: Keep Alcohol Ads off L.A. Bus Benches
To: Executive Officer Wiliam Weeks <william.weeks@lacity.org>

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

The research is clear: the more alcohol advertisements young people see, the more likely they are to drink and drink to excess. Restricting youth exposure to alcohol advertising has important benefits, including reducing youth drinking and binge drinking. Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. I respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

Thank you.

Sincerely,

Marsha Lyon
1712 Bervy St
San Diego, CA 92110

William Weeks <william.weeks@lacity.org>
To: Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 3:24 PM

----- Forwarded message -----

From: mMichael Culhane <michael_culhane@mac.com>
Date: Mon, Jun 6, 2011 at 12:53 PM
Subject: Keep Alcohol Ads off L.A. Bus Benches
To: Executive Officer William Weeks <william.weeks@lacity.org>

I am apposed to having alcohol advertisements on billboards anywhere in los angeles. The research is clear: the more alcohol advertisements young people see, the more likely they are to drink and drink to excess. I have 2 boys and this is important to me. Please vote against it.

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

The research is clear: the more alcohol advertisements young people see, the more likely they are to drink and drink to excess. Restricting youth exposure to alcohol advertising has important benefits, including reducing youth drinking and binge drinking. Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. I respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

Thank you.

Sincerely,

mMichael Culhane
4439 Saint Clair Ave
Studio City, CA 91604

William Weeks <william.weeks@lacity.org>
To: Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 3:25 PM

----- Forwarded message -----

From: David Rosenstein <drosey36@gmail.com>
Date: Mon, Jun 6, 2011 at 12:56 PM

Subject: Keep Alcohol Ads off L.A. Bus Benches
To: Executive Officer William Weeks <william.weeks@lacity.org>

I understand that the city needs the money however promoting alcohol to children via bus benches is a terrible idea.

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

The research is clear: the more alcohol advertisements young people see, the more likely they are to drink and drink to excess. Restricting youth exposure to alcohol advertising has important benefits, including reducing youth drinking and binge drinking. Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. I respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

Thank you.

Thanks you for your attention to this important matter.

Sincerely,

David Rosenstein
302 Amalfi Dr
Santa Monica, CA 90402

William Weeks <william.weeks@lacity.org>
To: Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 3:38 PM

----- Forwarded message -----

From: Charles Brink <acton@wgn.net>
Date: Mon, Jun 6, 2011 at 1:08 PM
Subject: Keep Alcohol Ads off L.A. Bus Benches
To: Executive Officer William Weeks <william.weeks@lacity.org>

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

The research is clear: the more alcohol advertisements young people see, the more likely they are to drink and drink to excess. Restricting youth exposure to alcohol advertising has important benefits, including reducing youth drinking and binge drinking. Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. I respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

Thank you.

Stop all bus bench advertsing for drugs and Alcohol.

Sincerely,

Charles Brink
PO Box 9333
Van Nuys, CA 91409

William Weeks <william.weeks@lacity.org>
To: Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 3:40 PM

----- Forwarded message -----

From: Sam McCormick <samccg@sbcglobal.net>
Date: Mon, Jun 6, 2011 at 1:13 PM
Subject: Keep Alcohol Ads off L.A. Bus Benches
To: Executive Officer Wiliam Weeks <william.weeks@lacity.org>

Will you make a positive decision for our youth? our country?

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

The research is clear: the more alcohol advertisements young people see, the more likely they are to drink and drink to excess. Restricting youth exposure to alcohol advertising has important benefits, including reducing youth drinking and binge drinking. Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. I respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

Thank you.

Please consider this request.

Sincerely,

Sam McCormick
4337 Shamrock Way

Castro Valley, CA 94546

William Weeks <william.weeks@lacity.org>
To: Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 4:32 PM

----- Forwarded message -----

From: Virginia Connell <ginnyconnellpdap@aol.com>
Date: Mon, Jun 6, 2011 at 1:54 PM
Subject: Keep Alcohol Ads off L.A. Bus Benches
To: Executive Officer Wiliam Weeks <william.weeks@lacity.org>

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

The research is clear: the more alcohol advertisements young people see, the more likely they are to drink and drink to excess. Restricting youth exposure to alcohol advertising has important benefits, including reducing youth drinking and binge drinking. Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. I respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

Thank you.

Sincerely,

Virginia Connell
2361 Calle Mimosa
Thousand Oaks, CA 91360

William Weeks <william.weeks@lacity.org>
To: Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 4:33 PM

----- Forwarded message -----

From: Mr. & Mrs. Michael Metcalfe <m.metcalfe@verizon.net>
Date: Mon, Jun 6, 2011 at 2:10 PM
Subject: Keep Alcohol Ads off L.A. Bus Benches
To: Executive Officer Wiliam Weeks <william.weeks@lacity.org>

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be

\$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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Thank you.

Sincerely,

Mr. & Mrs. Michael Metcalfe
1421 Pandora Ave
Los Angeles, CA 90024

William Weeks <william.weeks@lacity.org>
To: Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 4:33 PM

----- Forwarded message -----

From: David Allan, Los Angeles <123wellness@gmail.com>
Date: Mon, Jun 6, 2011 at 2:20 PM
Subject: Keep Alcohol Ads off L.A. Bus Benches
To: Executive Officer Wiliam Weeks <william.weeks@lacity.org>

Advertising results in shaping our minds to make decisions both consciously and unconsciously. Especially for our young children and young adults, let's find another way to bring money to our city that brings a positive, safe message to our community

Thank you.

Sincerely,

Dr. David Allan, D.C.
PO Box 25692
Los Angeles, CA 90025

William Weeks <william.weeks@lacity.org>
To: Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 4:33 PM

----- Forwarded message -----

From: **Kevin Ashworth** <kevinashworth@yahoo.com>
Date: Mon, Jun 6, 2011 at 2:38 PM
Subject: Keep Alcohol Ads off L.A. Bus Benches
To: Executive Officer Wiliam Weeks <william.weeks@lacity.org>

Please keep alcohol ads off LA bus benches.

I am troubled by alcohol-ads on public property. The city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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Thank you.

Sincerely,

Kevin Ashworth
5937 Willoughby Ave Apt 3
Los Angeles, CA 90038

William Weeks <william.weeks@lacity.org>
To: Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 4:36 PM

----- Forwarded message -----

From: **Alan Richards** <alanjay132@yahoo.com>
Date: Mon, Jun 6, 2011 at 3:09 PM
Subject: Keep Alcohol Ads off L.A. Bus Benches
To: Executive Officer Wiliam Weeks <william.weeks@lacity.org>

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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reducing youth drinking and binge drinking. Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. I respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

Thank you.

Sincerely,

Alan Richards
3745 S Grand Ave
Los Angeles, CA 90007

William Weeks <william.weeks@lacity.org>

Mon, Jun 6, 2011 at 4:36 PM

To: Janice Takimoto <janice.takimoto@lacity.org>

----- Forwarded message -----

From: Beverly Weatherill <dweatherill@socal.rr.com>

Date: Mon, Jun 6, 2011 at 3:31 PM

Subject: Keep Alcohol Ads off L.A. Bus Benches

To: Executive Officer Wiliam Weeks <william.weeks@lacity.org>

Everywhere I go now, I am seeing ads for alcohol.. the industry is immersing our country in its products because they can entice government with money... please resist their tempting you to allow adds on bus and park benches..

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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Thank you.

Sincerely,

Beverly Weatherill
1239 E Lomita Ave
Orange, CA 92867

William Weeks <william.weeks@lacity.org>
To: Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 4:40 PM

----- Forwarded message -----

From: Paul Scott <paulbscott@aol.com>
Date: Mon, Jun 6, 2011 at 3:53 PM
Subject: Keep Alcohol Ads off L.A. Bus Benches
To: Executive Officer William Weeks <william.weeks@lacity.org>

Understanding as I do that alcohol comprises the #1 Drug Problem at present in America, I am hoping that those responsible for the affairs of the City of Los Angeles will take measures to lessen the impact of alcohol advertising and promotion.

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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Thank you.

Although my residence is not in the City of Los Angeles, I have an office in the Mid-Wilshire District and am concerned with what happens in the second largest city in the Nation.

Sincerely,

Paul Scott
630 Atkins Dr
Glendale, CA 91206

William Weeks <william.weeks@lacity.org>
To: Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 4:41 PM

----- Forwarded message -----

From: laura silagi <lsilagi@gmail.com>
Date: Mon, Jun 6, 2011 at 4:03 PM
Subject: Keep Alcohol Ads off L.A. Bus Benches
To: Executive Officer William Weeks <william.weeks@lacity.org>

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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Thank you.

Sincerely,

laura silagi
1072 Palms Blvd
Venice, CA 90291

William Weeks <william.weeks@lacity.org>
To: Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 4:42 PM

----- Forwarded message -----

From: **golnaz agahi** <fishiez@hotmail.com>
Date: Mon, Jun 6, 2011 at 4:06 PM
Subject: Keep Alcohol Ads off L.A. Bus Benches
To: Executive Officer William Weeks <william.weeks@lacity.org>

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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Thank you.

Sincerely,

golnaz agahi
81 Canal
Irvine, CA 92620

William Weeks <william.weeks@lacity.org>

Mon, Jun 6, 2011 at 9:22 PM

To: janice.takimoto@lacity.org

----- Original Message -----

From: Michael Monagan <mmonagan@lausd.net>

To: Executive Officer Wiliam Weeks <william.weeks@lacity.org>

Sent: Mon Jun 06 17:56:01 2011

Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

The research is clear: the more alcohol advertisements young people see, the more likely they are to drink and drink to excess. Restricting youth exposure to alcohol advertising has important benefits, including reducing youth drinking and binge drinking. Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. I respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

Thank you.

Sincerely,

Michael Monagan
3341 Fay Ave
Culver City, CA 90232

William Weeks <william.weeks@lacity.org>

Mon, Jun 6, 2011 at 9:24 PM

To: janice.takimoto@lacity.org

----- Original Message -----

From: Beth Ann Thompson <bthan49@gmail.com>

To: Executive Officer Wiliam Weeks <william.weeks@lacity.org>

Sent: Mon Jun 06 20:36:01 2011

Subject: Keep Alcohol Ads off L.A. Bus Benches

Teenagers have way too much pressure on them from advertising for things that are essentially harmful. Please don't perpetrate this travesty.

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

The research is clear: the more alcohol advertisements young people see, the more likely they are to drink and drink to excess. Restricting youth exposure to alcohol advertising has important benefits, including reducing youth drinking and binge drinking. Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. I respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

Thank you.

Sincerely,

Beth Ann Thompson
1545 San Francisco St
Redding, CA 96001

William Weeks <william.weeks@lacity.org>

Tue, Jun 7, 2011 at 8:18 AM

To: janice.takimoto@lacity.org

----- Original Message -----

From: Derek Ryder <ekiture@yahoo.com>

To: Executive Officer William Weeks <william.weeks@lacity.org>

Sent: Tue Jun 07 02:30:03 2011

Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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Thank you.

Sincerely,

Derek Ryder
1617 Grafton St
Los Angeles, CA 90026

William Weeks <william.weeks@lacity.org>

Tue, Jun 7, 2011 at 8:18 AM

To: janice.takimoto@lacity.org

----- Original Message -----

From: Susan Gans <preservethelegacy@sbcglobal.net>

To: Executive Officer William Weeks <william.weeks@lacity.org>

Sent: Tue Jun 07 02:30:05 2011

Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A. County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

The research is clear: the more alcohol advertisements young people see, the more likely they are to drink and drink to excess. Restricting youth exposure to alcohol advertising has important benefits, including reducing youth drinking and binge drinking. Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. I respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

Thank you.

Sincerely,

Susan Gans
PO Box 900
Beverly Hills, CA 90213

William Weeks <william.weeks@lacity.org>

Tue, Jun 7, 2011 at 8:18 AM

To: janice.takimoto@lacity.org

----- Original Message -----

From: Gregory Wright <greg@newciv.org>

To: Executive Officer William Weeks <william.weeks@lacity.org>

Sent: Tue Jun 07 02:30:03 2011

Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of

alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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Thank you.

SOME OF LOS ANGELES'S BUS BENCHES SHOULD PRESENT, NOT MORE OBNOXIOUS ADS, BUT FULL-BENCH-BACK REPRODUCTIONS OF PANORAMIC ARTWORKS BY LOS ANGELES ARTISTS -- WORKS NOMINATED AND SELECTED BY LOCAL COMMUNITY ARTS ORGANIZATIONS AND THE CULTURAL AFFAIRS DEPARTMENT.

Sincerely,

Gregory Wright
14161 Riverside Dr Unit 3
Sherman Oaks, CA 91423

William Weeks <william.weeks@lacity.org>

Tue, Jun 7, 2011 at 8:20 AM

To: janice.takimoto@lacity.org

----- Original Message -----

From: Carol Easton <easton525@gmail.com>

To: Executive Officer William Weeks <william.weeks@lacity.org>

Sent: Tue Jun 07 02:30:03 2011

Subject: Keep Alcohol Ads off L.A. Bus Benches

With the cost of alcohol abuse in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

The research is clear: the more alcohol advertisements young people see, the more likely they are to drink and drink to excess. Restricting youth exposure to alcohol advertising has important benefits, including reducing youth drinking and binge drinking. Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. I respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads

on city-owned bus benches.

Thank you.

Sincerely,

Carol Easton
525 Venice Way
Venice, CA 90291

William Weeks <william.weeks@lacity.org>

Tue, Jun 7, 2011 at 8:33 AM

To: janice.takimoto@lacity.org

----- Original Message -----

From: C V BECK <REXBECK@NETSCAPE.COM>

To: Executive Officer William Weeks <william.weeks@lacity.org>

Sent: Tue Jun 07 08:06:01 2011

Subject: Keep Alcohol Ads off L.A. Bus Benches

You guys are trying the people's patience with money-grubbing, vulgar activities. I believe it is time to knock it off.

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A. County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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Thank you.

I believe that a 10-year contract is excessive and maybe only a 2-year contract would be doable.

Sincerely,

C V BECK
1053 Elkgrove Ave Apt 1
Venice, CA 90291

William Weeks <william.weeks@lacity.org>

Tue, Jun 7, 2011 at 8:45 AM

To: janice.takimoto@lacity.org

----- Original Message -----

From: Marge Schultz <mschultz48@gmail.com>
To: Executive Officer William Weeks <william.weeks@lacity.org>
Sent: Tue Jun 07 08:37:01 2011
Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

The research is clear: the more alcohol advertisements young people see, the more likely they are to drink and drink to excess. Restricting youth exposure to alcohol advertising has important benefits, including reducing youth drinking and binge drinking. Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. I respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

Thank you.

Sincerely,

Marge Schultz
4592 Rosewood Pl
Riverside, CA 92506

William Weeks <william.weeks@lacity.org>
To: janice.takimoto@lacity.org

Tue, Jun 7, 2011 at 1:44 PM

----- Original Message -----

From: Caroll Fowler <fowler83@earthlink.net>
To: Executive Officer William Weeks <william.weeks@lacity.org>
Sent: Tue Jun 07 13:31:01 2011
Subject: Keep Alcohol Ads off L.A. Bus Benches

As a therapist with a speciality in addictions I must express my dismay at tax money going to advertising alcohol. This gives a message, especially to our youth, that drinking is okay. And our youth is at terrible risk to have continued problems with alcohol and drugs due to the lack of development of their brains. Please don't continue this for the sake of ourselves and our youth.

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors,"

would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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Thank you.

Sincerely,

Caroll Fowler
243 Poplar Ave
Hayward, CA 94541

William Weeks <william.weeks@lacity.org>

Tue, Jun 7, 2011 at 1:44 PM

To: janice.takimoto@lacity.org

----- Original Message -----

From: Karen Fishkin, Karen <karenfishkin@yahoo.com>

To: Executive Officer Wiliam Weeks <william.weeks@lacity.org>

Sent: Tue Jun 07 13:37:01 2011

Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

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Thank you.

Sincerely,

Karen Fishkin, Karen
1742 Fell St
San Francisco, CA 94117

Janice Takimoto <janice.takimoto@lacity.org>
To: Teri Schmidt <teri.schmidt@lacity.org>

Wed, Jun 8, 2011 at 7:31 AM

Forwarded conversation

Subject: Fwd: Keep Alcohol Ads off L.A. Bus Benches

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 11:30 AM
To: Janice Takimoto <janice.takimoto@lacity.org>

----- Forwarded message -----

From: **Michael Scippa** <miscippa@gmail.com>
Date: Mon, Jun 6, 2011 at 11:27 AM
Subject: Keep Alcohol Ads off L.A. Bus Benches
To: Executive Officer William Weeks <william.weeks@lacity.org>

Please do your job and protect the health and safety of L.A. residents and visitors.

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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Once again, please do your job and protect the health and safety of L.A. residents and visitors.

Thank you.

Sincerely,

Michael Scippa
PO Box 412
Tiburon, CA 94920

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 11:30 AM
To: Janice Takimoto <janice.takimoto@lacity.org>

Please do not place ads on street benches...aren't billboards and lighted building ads enough? Our city will begin to look like Las Vegas, Seoul, or some less than desirable city. Enough is enough! Thank you.

I hope you hear this message and do the right thing.

Sincerely,

Bert Saavedra
14890 Jeremie St
Baldwin Park, CA 91706

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 1:00 PM
To: janice.takimoto@lacity.org

Sincerely,

Meredyth Reinhard
PO Box 154
Redwood Valley, CA 95470

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 3:14 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

As a mother of three and grandmother of one I hope you will prohibit alcohol ads on public property.

Sincerely,

Jean Bushnell
10348 Eastborne Ave
Los Angeles, CA 90024

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 3:14 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

Sincerely,

Gayla McDowell
2005 W Culver Ave Apt 16

Orange, CA 92868

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 3:14 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

I think we should live in a world in which we do not have to be inundated with marketing from every angle. How about installing bus benches with ... NO advertising? If you just can't get the money-stars out of your eyes, then please see the further message below:

Chris Ford, Esq.

Chris Ford

3435 Wilshire Blvd Ste 2900

Los Angeles, CA 90010

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 3:16 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

chris van hook

337 Via de la Paz

Pacific Palisades, CA 90272

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 3:20 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

Margarita Lopez

1024 N Maclay Ave

San Fernando, CA 91340

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 3:21 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

Zenon Marko
202 E 6th St Apt 11
New York, NY 10003

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 3:23 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

Marsha Lyon
1712 Bervy St
San Diego, CA 92110

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 3:24 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

I am apposed to having alcohol advertisements on billboards anywhere in los angeles. The research is clear: the more alcohol advertisements young people see, the more likely they are to drink and drink to excess. I have 2 boys and this is important to me. Please vote against it.

mMichael Culhane
4439 Saint Clair Ave
Studio City, CA 91604

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 3:25 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

I understand that the city needs the money however promoting alcohol to children via bus benches is a terrible idea. Thanks you for your attention to this important matter.

Sincerely,

David Rosenstein
302 Amalfi Dr
Santa Monica, CA 90402

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 3:38 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

Stop all bus bench advertsing for drugs and Alcohol.

Sincerely,

Charles Brink
PO Box 9333
Van Nuys, CA 91409

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 3:40 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

Will you make a positive decision for our youth? our country? Please consider this request.

Sincerely,

Sam McCormick
4337 Shamrock Way
Castro Valley, CA 94546

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 4:32 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

Sincerely,

Virginia Connell
2361 Calle Mimosa
Thousand Oaks, CA 91360

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 4:33 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

Mr. & Mrs. Michael Metcalfe
1421 Pandora Ave
Los Angeles, CA 90024

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 4:33 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

Advertising results in shaping our minds to make decisions both consciously and unconsciously. Especially for our young children and young adults, let's find another way to bring money to our city that brings a positive, safe message to our community

Thank you.

Sincerely,

Dr. David Allan, D.C.
PO Box 25692
Los Angeles, CA 90025

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 4:33 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

Please keep alcohol ads off LA bus benches.

I am troubled by alcohol-ads on public property. The city should not be a partner in promoting alcohol.
Kevin Ashworth
5937 Willoughby Ave Apt 3
Los Angeles, CA 90038

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 4:36 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.
Alan Richards

3745 S Grand Ave
Los Angeles, CA 90007

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 4:36 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

Everywhere I go now, I am seeing ads for alcohol.. the industry is immersing our country in its products because they can entice government with money... please resist their tempting you to allow adds on bus and park benches..
Beverly Weatherill
1239 E Lomita Ave
Orange, CA 92867

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 4:40 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

Understanding as I do that alcohol comprises the #1 Drug Problem at present in America, I am hoping that those responsible for the affairs of the City of Los Angeles will take measures to lessen the impact of alcohol advertising and promotion. Although my residence is not in the City of Los Angeles, I have an office in the Mid-Wilshire District and am concerned with what happens in the second largest city in the Nation.

Sincerely,

Paul Scott
630 Atkins Dr
Glendale, CA 91206

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 4:41 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

Sincerely,

laura silagi
1072 Palms Blvd
Venice, CA 90291

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 4:42 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

golnaz agahi
81 Canal
Irvine, CA 92620

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 9:22 PM
To: janice.takimoto@lacity.org

Michael Monagan
3341 Fay Ave
Culver City, CA 90232

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 9:24 PM
To: janice.takimoto@lacity.org

Teenagers have way too much pressure on them from advertising for things that are essentially harmful. Please don't perpetrate this travesty.
Beth Ann Thompson
1545 San Francisco St
Redding, CA 96001

From: **William Weeks** <william.weeks@lacity.org>
Date: Tue, Jun 7, 2011 at 8:18 AM
To: janice.takimoto@lacity.org

Derek Ryder
1617 Grafton St
Los Angeles, CA 90026

From: **William Weeks** <william.weeks@lacity.org>
Date: Tue, Jun 7, 2011 at 8:18 AM
To: janice.takimoto@lacity.org

Susan Gans
PO Box 900
Beverly Hills, CA 90213

From: **William Weeks** <william.weeks@lacity.org>

Date: Tue, Jun 7, 2011 at 8:18 AM
To: janice.takimoto@lacity.org

SOME OF LOS ANGELES'S BUS BENCHES SHOULD PRESENT, NOT MORE OBNOXIOUS ADS, BUT FULL-BENCH-BACK REPRODUCTIONS OF PANORAMIC ARTWORKS BY LOS ANGELES ARTISTS -- WORKS NOMINATED AND SELECTED BY LOCAL COMMUNITY ARTS ORGANIZATIONS AND THE CULTURAL AFFAIRS DEPARTMENT.

Sincerely,

Gregory Wright
14161 Riverside Dr Unit 3
Sherman Oaks, CA 91423

From: **William Weeks** <william.weeks@lacity.org>
Date: Tue, Jun 7, 2011 at 8:20 AM
To: janice.takimoto@lacity.org

With the cost of alcohol abuse in L.A County estimated to be \$10.8 billion
Sincerely,

Carol Easton
525 Venice Way
Venice, CA 90291

From: **William Weeks** <william.weeks@lacity.org>
Date: Tue, Jun 7, 2011 at 8:33 AM
To: janice.takimoto@lacity.org

You guys are trying the people's patience with money-grubbing, vulgar activities. I believe it is time to knock it off.

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city I believe that a 10-year contract is excessive and maybe only a 2-year contract would be doable.

Sincerely,

C V BECK
1053 Elkgrove Ave Apt 1
Venice, CA 90291

From: **William Weeks** <william.weeks@lacity.org>
Date: Tue, Jun 7, 2011 at 8:45 AM
To: janice.takimoto@lacity.org

Sincerely,

Marge Schultz
4592 Rosewood Pl
Riverside, CA 92506

From: **William Weeks** <william.weeks@lacity.org>
Date: Tue, Jun 7, 2011 at 1:44 PM
To: janice.takimoto@lacity.org

As a therapist with a speciality in addictions I must express my dismay at tax money going to advertising alcohol. This gives a message, especially to our youth, that drinking is okay. And our youth is at terrible risk to have continued problems with alcohol and drugs due to the lack of development of their brains. Please don't continue this for the sake of ourselves and our youth.

Caroll Fowler
243 Poplar Ave
Hayward, CA 94541

From: **William Weeks** <william.weeks@lacity.org>
Date: Tue, Jun 7, 2011 at 1:44 PM
To: janice.takimoto@lacity.org

Karen Fishkin, Karen
1742 Fell St
San Francisco, CA 94117

--
Janice Takimoto
Senior Clerk Typist, Board of Public Works
City of Los Angeles, Department of Public Works
213-978-0275 voicemail
213-978-0278 fax
Mail Stop 465

KAMINE COLLINGS & PHELPS, P.C.

LAWYERS

523 WEST 6TH STREET, SUITE 546

LOS ANGELES, CALIFORNIA 90014

(213) 972-0119 FAX (213) 972-0005

WWW.KCPLAWYERS.COM

May 20, 2011

Cynthia M. Ruiz, President
Andrea Alarcon, Vice President
Paula A. Daniels, Member
Valerie Lynne Shaw, Member
Steven T. Nutter, Member
Board of Public Works
Room 361-P
200 North Spring Street
Los Angeles, CA 90012-4801

Re: Request For Proposal for Bus Bench Program Contract
Calendar Years 2011 through 2021

Dear Members of the Board of Public Works:

As you are aware, this office represents Norman Bench Advertising.¹ Thank you for the opportunity to submit additional information that we believe requires you to reject all bids because Martin Outdoor Media, Inc. (MOM-INC.) is non-responsible, submitted a non-responsive proposal, and, if awarded, the referenced contract would violate competitive bidding.

NON-RESPONSIBLE PROPOSER

MOM-INC. submitted a proposal in response to Request for Proposal for the Bus Bench Program Contract (RFP) without having been registered with the California Secretary of State as a foreign corporation. Corporations Code § 2105(a) specifies: "[a] foreign corporation shall not conduct intrastate business without having first obtained from the Secretary of State a certificate of qualification. Corporations Code § 191 defines transacting intrastate business as: "entering into repeated and successive transactions of its business in this state other than interstate or foreign commerce." MOM-INC. listed several subcontractors with whom it intends to enter into contracts in support of its proposal response. LNI Custom Manufacturing, Waste Management, Monarch Litho and CR&A Custom, Inc. are all California corporations. Thus, in order to perform the contract, MOM-INC. would be entering into successive business

¹ Norman Bench Advertising, Inc. and Coast United Advertising Co., Inc. submitted a responsive and responsible proposal to the referenced RFP.

transactions. It never obtained the required certificate. In not having the required certificate, MOM-INC. cannot conduct intrastate business. It lacks the capacity to transact business in California. MOM-INC. is a non-responsible proposer who's bid should have been rejected.

The definition of a responsible bidder is found in Public Contract Code § 1103:

"Responsible bidder," as used in this part [sic, probably should be "code"], means a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract.

The Legislature finds and declares that this section is declaratory of existing law.

This definition was restated in *City of Inglewood - Los Angeles County Civic Center Authority v. Superior Court* (1972) 7 C3d 861, 867:

"[R]esponsible" in the context of the statute ... includes the attribute of trustworthiness, [and] it also has reference to the quality, fitness and capacity of the low bidder to satisfactorily perform the proposed work."

The fact that MOM-INC. did not and does not have a certificate of qualification from the Secretary of State means that it cannot transact business in California. MOM-INC. lacks capacity to perform this contract, and is, therefore, non-responsible.

There is another issue associated with MOM-INC.'s lack of responsibility. Miami-Dade County sued MOM-INC. for \$180,000 for breach of contract. [See ATTACHMENT 1.] This issue was not disclosed in MOM-INC.'s RFP response and should have been.²

Lastly, MOM-INC. identified LNI Custom Manufacturing as its supplier of bus benches for \$5,000,000. LNI Custom Manufacturing filed a voluntary petition for bankruptcy under Chapter 11. Though this may mean reorganization, it can also be resolved through a liquidation plan. [11 U.S.C. § 1123(a)(5)(D).] A hearing is necessary to verify whether or not LNI Custom Manufacturing, and by extension MOM-INC., can perform the requirements of the RFP. [See *City of Inglewood-Los Angeles County Civic Center Auth. v. Superior Court* (1972) 7 C3d 861, 867.] No such hearing was held.

² This non-disclosed item also reflect on the responsiveness of MOM-INC.'s RFP response. See discussion below.

NON-RESPONSIVE PROPOSAL

The proposal by MOM-INC. contained three irregularities that cannot be waived, notwithstanding LAAC § 10.15(c): (1) failure to submit a non-collusion affidavit in compliance with Public Contract Code § 7016; (2) failure to possess a Class C-8 Specialty Contractor's License pursuant to Business and Professions Code § 7028.5; and (3) subcontracting in excess of the allowable 51% of the contract.

The (RFP) Section 2.6 AWARD OF CONTRACT, specifies as follows: "Award of contract is made to the Proposer with the best combination of compensation, experience, product quality, and services." However, if the proposer fails to do what the bidding instructions require, the deviations from those requirements are considered informalities in the bid.

In *D.H. Williams Construction, Inc. v. Clovis Unified School District* (2007) 146 CA4th 757, 763-64, the court discussed the issue of responsiveness of a bid. In addition to the determination whether a bidder is responsible, the agency must also determine whether the bid is responsive to the call for bids, that is, whether the bid "promises to do what the bidding instructions demand." (*Taylor Bus Service, Inc. v. San Diego Bd. of Education* (1987) 195 Cal.App.3d 1331, 1341.) For example, in *Valley Crest Landscape, Inc. v. City Council* (1996) 41 Cal.App.4th 1432, 1443, 49 Cal.Rptr.2d 184, the bid documents required that subcontractors perform less than 50 percent of the contemplated construction project. The lowest bid stated that subcontractors would perform over 80 percent of the work. The court held this bid nonresponsive and concluded the city was not permitted to award the contract based on the nonresponsive bid. (*Ibid.*)

In the usual case, the determination that a bid is nonresponsive is not based on disputed facts, does not involve an exercise of agency discretion, and does not require a hearing for the excluded bidder. (*Taylor Bus Service, Inc. v. San Diego Bd. of Education* (1987) 195 Cal.App.3d 1331, 1342-1343.)

Los Angeles Administrative Code (LAAC) § 10.15(c) allows the City to waive any informality in the proposal when to do so would be for the benefit of the City. The ability to waive informalities is the issue of responsiveness of the bid or proposal and is not unfettered. To be waivable the informality or irregularity in the bid "cannot have [1] affected the amount of the bid or [2] given a bidder an advantage or benefit not allowed other bidders ..." *Konica Business Machines v. Regents of University of California* (1988) 206 CA3d 449, 454. These are two distinct tests. If either is met, the defect cannot be waived and the defective bid must be rejected.

MOM-INC.'s failure to provide the legally required non-collusion affidavit and proper contractor's license violates the law. And California courts have found that subcontracting in excess of 51% creates an unfair competitive advantage as discussed below.

1. MOM-INC. FAILED TO SUBMIT A NON-COLLUSION AFFIDAVIT

City Charter § 371(d) specifies, in pertinent part:

All bids and proposals shall comply with additional requirements provided by ordinance, including, but not limited to, the furnishing of a bid bond, performance bond and **affidavit of non-collusion**. Further procedures for competitive bidding shall be prescribed by ordinance. (Emphasis added.)

Los Angeles Administrative Code § 10.15(d) specifies, in pertinent part:

Every bid or proposal to perform a contract with the City, or with any board, officer or employee thereof, shall include in the **affidavit of the bidder or proposer that such bid or proposal is genuine, and not sham or collusive, nor made in the interest or on behalf of any person not therein named**. The affidavit shall further state that the bidder or proposer has not directly or indirectly induced or solicited any other bidder or proposer to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder or proposer has not in any manner sought by collusion to secure for itself an advantage over any other bidder or proposer. Any bid or proposal made without such affidavit, or in violation thereof, shall not be considered. (Emphasis Added.)

The City Charter and the LAAC both require that a bidder or proposer submit an affidavit. The RFP included a signature under penalty of perjury for attesting to the non-collusion statement. However, an affidavit is not a declaration under penalty of perjury. CCP § 2003 defines an affidavit as "a written declaration under oath, made without notice to the adverse party." Public Contracts Code § 7106 sets forth the format for the affidavit for a public works contract. The affidavit requires a jurat, certifying that the affidavit was made under oath administered by a notary. The contract for the installation of bus benches is a public contract. Public Contracts Code § 1101 defines a public works contract very broadly as an agreement for the "erection, construction, alteration, repair, or improvement of any . . . other public improvement of any kind."

The PROPOSER SIGNATURE DECLARATION PAGE, ¶ 11. RFP, p. 31, was executed by MOM-INC., president, Scott Martin, under penalty of perjury. [ATTACHMENT 2.] This was not an affidavit, but a declaration under penalty of perjury. Since MOM-INC. did not comply with LAAC § 10.15(d) by submitting a properly notarized non-collusion affidavit, its proposal should not have been considered.³

2. THE REQUEST FOR PROPOSALS (RFP) DID NOT INCLUDE THE REQUIREMENT FOR A C-8 CONTRACTOR'S LICENSE

MOM-INC. specified in its IMPLEMENTATION SCHEDULE [ATTACHMENT 3] that it would remove and replace existing bus benches and install new benches having first obtained a blanket-building permit. MOM-INC. must have an "A" Permit for concrete installation.⁴ MOM-INC. must install concrete pads for approximately 10% of the bus benches to be installed. [See ATTACHMENT 5, p. 2, Answer #5.]

LAMC § 62.105 requires that:

No person shall lay, construct, reconstruct or repair in any street or in, over or through any property or right of way owned by or under the control of the City, any curb, sidewalk, gutter, driveway, approach, roadway surface, pavement, sanitary sewer, sewage works, storm drain, culvert, stairway, retaining wall or similar structure, building or improvement, or perform any grading or filling, or subject any sewer or storm drain to excessive live or dead loading without first obtaining a written permit therefor from the Board and without first obtaining approval of plans and specifications and the lines and grades therefor from the City Engineer.

MOM-INC. was advised of the need for the appropriate City and other permits.⁵ Business and Professions Code § 7031.5 specifies that when a city requires the

³ The RFP did not include the proper format for the non-collusion affidavit. However, MOM-INC. still had an obligation to comply with the City's Charter and LAAC requirements. It did not do so.

⁴ See also proposed contract, p. 34, Section 6.2.17.5.2 CONCRETE and ARTICLE 19, p. 47 LICENSES, PERMITS AND CERTIFICATIONS.

⁵ **Question 5(b)** of PRE-SUBMITTED QUESTIONS FOR THE PROPOSAL CONFERENCE (June 30, 2010), p. 2, asks: What permit(s) are necessary to install a bench and what is the cost?"

Answer: Certain activities related to the installation of a bus bench such as placement of the concrete landing may require a City permit such as an 'A' permit.' . . . In some locations, a State Coastal Permit or a Cal Trans Permit may be required. . . ." [ATTACHMENT 4.]

In ANSWERS TO QUESTIONS FROM THE PRE-PROPOSAL CONFERENCE (July 8, 2010) p. 2, **Number 5:** "There are approximately 600-700 sites that require a concrete pad. If there is a

issuance of a permit as a condition precedent to the improvement or repair of any structure, it shall also require that such applicant provide a statement that the applicant has a contractor's license. Business and Professions Code § 7033 specifies that every city that requires the issuance of a business license as a condition of engaging in business in the city, and such business is the subject of regulation under the Business and Professions Code licensing requirements, shall require the contractor to provide the city with a statement that the licensee has the appropriate contractor's license.

Title 16 of the California Code of Regulations § 832.08 provides that a Class C-8 specialty contractors license is required for a contractor who is one that "forms, pours, places and installs specified mass, pavement flat and other concrete work. . ."

MOM-INC. did not provide proof of a Class C-8 license with its proposal, nor did it list any subcontractor properly licensed to perform such work. Yet, MOM-Inc. was informed that it must obtain an "A" Permit for concrete work and have a BTRC with the City. For this reason the proposal by MOM-INC. was non-responsive.

Business and Professions Code § 7028.15 (e) provides:

Unless one of the foregoing exceptions applies [(1) person is exempt from license law, (2) local agency contract with federal funding, (3) joint venture bidder] 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.** (Emphasis added.)

MOM-INC. does not possess a Class C-8 license, so it cannot do the work with its own forces, nor did it list a subcontractor who has the proper license. Thus, Business and Professions Code § 7028.15(e) mandates that MOM-INC.'s proposal was non-responsive and should have been rejected.

permit required, it will make it very expensive to install the bench." **Answer:** Yes, we understand that will increase the costs. Those are some of the parameters that are set upon the City by ADA and their code requirements, which were not contemplated at the time of the previous bus bench contract." [ATTACHMENT 5.]

3. SUBCONTRACTING IN EXCESS OF THE 51% SPECIFIED RENDERS THE BID OF MOM-INC. NON-RESPONSIVE.

RFP, P. 12, Section 3.8 PRIME CONTRACTOR states that:

The proposer awarded the contract must be the prime contractor performing the primary functions of the contract for a total of 51% of the contract. If any portion of the contract is to be subcontracted, it must be clearly set forth in the proposal document as to what part(s) are to be subcontracted and a listing of the subcontractors provided.

MOM-INC. identified the following subcontractors and dollar value of the subcontract for the 10-year life of the contract. [ATTACHMENT 6.]

1.	LNI Custom Manufacturing ⁶	\$ 5,000,000
2.	Waste Management	\$ 1,200,000
3.	Shelter Clean (\$1,200,000/yr.)	\$12,000,000
4.	Davis Blueprint Co. (\$200,000/yr.)	\$ 2,000,000
5.	Monarch Litho (\$200,000/yr.)	\$ 2,000,000
6.	CR&A Custom, Inc. (\$200,000/yr.)	\$ 2,000,000
TOTAL		\$24,200,000

Under the terms of the Contract, Section 6.2.13 FEE AND PAYMENT TO THE CITY, the total minimum annual fee payable to the City would be \$2,760,000. Assuming that the minimum annual fee is equivalent to the percentage fee of 10% of annual gross cash receipts, then gross revenue for the life of the contract would be \$27,600,000. Of course the gross revenue may be higher and thus payment to the City higher. However, in order for the subcontracting dollar value to comply with the RFP, P. 12, Section 3.8 PRIME CONTRACTOR, the gross revenue would need to be in excess of \$49,387,755. In order to achieve this revenue stream, the anticipated gross receipts would need to increase by almost 79%.

However, the speculation of the gross receipts is irrelevant. Clearly, subcontracting exceeded the dollar amount permitted by the RFP, Section 3.8. The court in *Valley Crest Landscape, Inc. v. City Council* (1996) 41 CA4th 1432, 1442, considered the award of a contract where the contractor had exceeded the subcontracting maximum by 33%. The court determined that the bidder had an unfair competitive advantage, rendering

⁶ LNI Custom Manufacturing is currently in bankruptcy. It manufactures bus benches. The petition is ATTACHMENT 7. The lack of a responsible subcontractor should render the proposer MOM-INC. non-responsible since without LNI Custom Manufacturing, MOM-Inc. lacks the capacity to perform.

its bid non-responsive. Thus, similarly, the proposal of MOM-INC. was non-responsive.

4. FAILURE TO PROPERLY COMPLETE APPENDIX B [ATTACHMENT 12] RENDERS THE PROPOSAL NON-RESPONSIVE.

As already discussed, MOM-INC. failed to disclose that Miami-Dade County sued MOM-INC. for \$180,000 for breach of contract. [See ATTACHMENT 8.] This issue was not disclosed in MOM-INC.'s RFP response Appendix B, p. 5, Section F (13). Indeed, MOM-INC. RFP response, Appendix K [ATTACHMENT 8, p. 2] states: We have not had any conflicts regarding our contracts with municipal organizations. This response is a lie.

RFP, Appendix B, p. 5, Section F (13) asks: "In the past 5 years, has your firm, been the defendant in court on a matter relating to any of the following issues: (b): Work performance on a contract?" MOM-INC. responded "NO." Yet Miami- Dade County sued it for breach of contract in 2007. This response was a lie.

SOLE SOURCE CONTRACT

In addition to the lack of responsiveness of the proposal by MOM-Inc., there is the issue that the City is awarding sole source contract in violation of competitive bidding. [LAAC § 10.15(b).] The proposal in response to the RFP identifies the proposer as Martin Outdoor Media, Inc. [See PROPOSER SIGNATURE DECLARATION PAGE, ATTACHMENT 2.] Staff is requesting the Board approve a contract with Martin Outdoor Media, LLC (LLC). The LLC did not exist as a certified foreign corporation with the California Secretary of State until January 10, 2011. Most importantly, the LLC did not submit a proposal.

THE LLC WAS NOT THE PROPOSER

On January 7, 2011, staff for the Department of Public Works requested authority to negotiate a Bus Bench Program Contract with MOM-INC. On March 9, 2011, staff returned to the Board, requesting an additional 60 days in order to negotiate a contract with Martin Outdoor Media. Thereafter on March 8, 2011, staff received a letter from the LLC agreeing to extend the time to negotiate the contract. That letter was followed by a letter from LLC, signed by Scott Martin, dated March 15, 2011 that stated:

We understand that the Request for Proposal promulgated by the City states that the proposals submitted pursuant thereto are irrevocable for 240 days, which would mean that our proposal is set to expire on March 30, 2011. Please be advised that we hereby agree to extend our proposal

for 60 days, and would [sic] thus our proposal will now have an expiration date of May 31, 2011. [Attachment 9.]

The problem is that the proposer for the RFP was not LLC. The proposer was MOM-INC. [ATTACHMENT 2 PROPOSER SIGNATURE DECLARATION PAGE identifies the proposer MOM-INC.] Since the LLC was not the proposer in response to the RFP, LLC lacked the capacity to extend the proposal of MOM-INC. RFP, P. 9, Section 2.1.3 AUTHORIZED SIGNATURES specifies:

Proposals must be signed by a duly authorized officer eligible to sign contract documents and authorized to bind the company to all commitments made in the proposal.

Since the LLC did not submit the proposal, the LLC was not duly authorized by MOM-INC. to extend its proposal.

Moreover, the LLC does not appear to be a subsidiary of MOM-INC. In its application to operate as a foreign corporation in Florida, the LLC states that its managing members are InSiteMediaCom 2, LLC located in Plantation, FL, and MOM-INC. However, the managing member who is authorized to act on behalf of the LLC is Glen Flutie. The authorized representative for MOM-INC. is Scott Martin.

Creative Outdoor Media was also asked to extend its firm offer on April 19, 2011. Unfortunately, the proposal had expired on March 30, 2011. So in offering a proposal on the same terms and conditions as the original proposal, Creative Outdoor Media was offering a new proposal that was not in response to any RFP.

City staff engaged in negotiations with an entity that was not a proposer under the RFP. The LLC did not even exist as a registered entity with the Secretary of State until January 10, 2011.⁷ [ATTACHMENT 10 is the registration as a business entity with the Secretary of State.] MOM-INC. is still not registered with the Secretary of State as a corporation licensed to do business in California.⁸

Section 2.6 of the referenced Request for Proposal (RFP) - AWARD OF CONTRACT provides:

⁷ The LLC did not exist as a Delaware corporation until January 3, 2011 when it was known as Martin Outdoor Media of Los Angeles, LLC. The name was changed to Martin Outdoor Media, LLC in Delaware on February 16, 2011. The California LLC registered on January 10, 2011 lists the same address as the Florida LLC with both claiming prior registration in Delaware. There is definitely a problem in the chain of the name. [See ATTACHMENT 11.]

⁸ It is problematic for MOM-INC. to propose on a contract where an entity is not registered to engage in business.

Award of contract is made to the Proposer with the best combination of compensation, experience, product quality, and services. This award process flows from the Board of Public Works, to the City Council, to the Mayor.

Section 5.9 of the RFP - DETERMINATION OF BIDDER RESPONSIBILITY POLICY provides:

This contract will only be awarded to a responsible, responsive bidder. All businesses or individuals seeking contracts with the Department of Public Works are required to demonstrate that they possess the quality, fitness and capacity to perform the work set forth in the contract under the terms of the criteria set forth in the DETERMINATION of BIDDER RESPONSIBILITY POLICY shown in "Appendix K". Proposers are required to return the Signature and Affidavit Sheet provided with notarized signatures along with their RFP response package. Completion of the corresponding BIDDER'S WORK HISTORY AND QUALIFICATIONS Questionnaire will be provided for inclusion in the bids of any proposer that qualifies.

THE LLC WAS NOT THE PROPOSER.

Under the terms of the RFP, the City cannot enter into a contract with an entity that did not respond to the RFP, nor attend the pre-proposal conference.⁹ RFP, P. 11, section 2.1.3 requires the proposal to identify the responsible entity. That entity was MOM-INC. MOM-INC. was the proposer. It provided the required information when it submitted its proposal. For example, MOM-INC. submitted an audited financial statement. [MOM-INC. RFP Response Tab M]. None of this information was submitted by LLC. Yet Board staff negotiated a contract with LLC. It negotiated a contract with an entity that did not propose in response to the RFP. Thus, the proposed contract was not the result of a competitive process, but a sole source negotiation with an entity that did not even exist at the time the proposal was submitted.

There is no proposed contract between the City and MOM-INC. Since the MOM-INC. proposal expired, it could not be extended beyond the 240 days specified for firm offers in the RFP, p. 11, Section 2.4 Withdrawal of Proposals, the contracting party cannot be changed. Further, MOM-INC. is not eligible because it submitted a proposal that was non-responsible and its proposal was a non-responsive.

⁹ RFP, P. 8, Section 1.5 MANDATORY PREBID CONFERENCE specifies that failure to attend the mandatory pre-proposal conference will result in disqualification of the firm.

Obviously, there is a problem of confusion between the entities. This is highlighted by the proposed contract with LLC that attaches a Certificate of Liability Insurance naming the insured entity as MOM-INC. Either the contract is with MOM-INC. or with the LLC. Neither can enter into a contract with the City for the reasons discussed. However, for argument's sake, and to underscore this confusion of entities, the Certificate of Liability Insurance demonstrates the apparent bate and switch that is occurring. Since MOM-INC. is not a signatory to the contract, the Certificate of Insurance that should name the City as an additional insured, is irrelevant. MOM-INC., because it is not the signatory to the contract, can't be sued and if the LLC is sued, the indemnity provisions of the contract that should be backed by insurance are nonexistent, leaving the City on the hook and the LLC able to disappear.

APPEARANCE OF BIAS IN THE SELECTION PROCESS

The selection process engaged in by staff was flawed and created the appearance that the RFP was merely a pretext to comply with competitive bidding law.

Staff's bias in favor of MOM-INC. is apparent in the flagrant mathematical errors in scoring Norman Bench Advertising. The total score for each of the evaluations were 62, 62 and 60; for an average score of 61. [ATTACHMENT 13] The Proposal Review Spread Sheet scored Norman Bench Advertising with 57. It shows rater #1 with a score for Norman Bench Advertising of 50 not 62. [Attachment 14.]

The lack of criteria for the scoring of the proposal responses to the RFP leads to the appearance of bias. The evaluation criteria are set forth in the RFP, p. 27 Section 7 EVALUATION CRITERIA, which allocated a total of 100 points as follows:

Past performance	20 points
Compensation package	25 points
Proposed Program	25 points
Maintenance & Serv. Plan	20 points
Financial Stability	10 points

The problem is that there was no objective basis for grading within the point structure. There were no objective checks in the process. The reason this is a problem is that the Contract Administrator, Lance Oishi, created the RFP and ran all pre-bid responses, such as the pre-proposal conference and answering vendor questions. Lance Oishi was also a member of the Review Panel and Lance Oishi is the Contract Administrator for the bus bench contract having negotiated the deal. So the appearance is that once Lance Oishi decided with whom he wanted to contract for whatever reason, he had the ability to create a self-fulfilling prophecy. Review team members would give deference to him since it would be his contract. In the end, Lance Oishi was able to get the vendor he wanted. This was apparent after the

January 10, 2011 Board meeting when the Board elected to negotiate with MOM-INC. and Lance Oishi and Shannon Eastenson both gave a thumbs up to the MOM-INC. staff and hugs all around.

As the court noted in the recent decision in *Schram Construction, Inc. v. Regents of the University of California* (2010) 187 CA4th 1040, 1054, in discussing the purposes of competitive bidding in light of the purpose for which it exists:

[to] invit[e] competition, to guard against favoritism, improvidence, extravagance, fraud and corruption, and to secure the best work or supplies at the lowest price practicable . . . (Citations omitted.) . . . [and]. . . should be so construed and administered as to accomplish such purpose fairly and reasonably with sole reference to the public interest. (Citations omitted.) "These provisions are strictly construed by the courts, and will not be extended beyond their reasonable purpose. (Citations omitted.)

The procedure utilized by staff creates the appearance of favoritism. The court in *Schram Construction, Inc. v. Regents of the University of California*, 187 CA4th at 1060, considered an award by the Regents based upon the best value statutory scheme. Though not identical to the RFP process, the dicta are instructive.

We recognize that the hearing officer found no evidence of favoritism or bias. But regardless of whether the University acted with an improper motive, in our view, the Committee's knowledge of bidder identities permitted the University to control the results by its selection of the bid packages to be awarded. In requiring the University to adopt procedures that "ensure" that the selection will be impartial, section 10506.4, subdivision (c) suggests it is not enough to simply refrain from favoritism; the University must put affirmative safeguards in place to prevent bias and other arbitrary factors from influencing the bid selection. We also conclude that the University's procedure here created an appearance of favoritism and undermined the integrity of the public bidding process, particularly since DPR had done a substantial amount of work with both Southland and ACCO in the previous five years.

Here, the involvement of Lance Oishi in every phase of the evaluation and procurement process raises the specter of favoritism. There were no safeguards in place to prevent Lance Oishi from manipulating the contract award.

There are numerous examples where the requirements of the RFP and MOM-INC. RFP response were modified in the final contract. The end result was a contractual agreement that did not comply with the requirements of the RFP. The following are

several examples where the ultimate contract would produce a revenue stream less than that demanded by the RFP.

1. 6000 BENCHES

The RFP, p. 16, Section 4.2.1 CONCEPT PLAN SITING BENCHES provides that installation of the 6000 benches called for in the RFP will take no longer than one year. The proposed contract, p. 14, Section 6.2.4 INSTALLATION OF NEW BUS BENCHES allows for installation over two years to place 6000 benches instead of the one year in the RFP. Spreading the installation of benches over two years will result in a reduced revenue stream. Gross receipts are based upon the number of benches that contain advertising. Reduce the number of benches, reduce the revenue. Moreover, extending the installation schedule materially affects the pricing response to the RFP because by extending installation, costs are spread over a longer time frame. That change impacts the way in which a proposer would have responded to the RFP.

2. LIQUIDATED DAMAGES

RFP, p. 26, Section 5.25.1 LIQUIDATED DAMAGES provides that the vendor will be responsible for liquidated damages in the amount of \$50 to \$125 per day depending on severity of the violation. The proposed contract sets liquidated damages at Section 6.2.10.3, p. 25 as \$0 first notification, \$50 second notification and \$100 third notification. The RFP and contract requirements bear no relationship. The contract provides for a slap on the wrist approach. Further, this is not what other proposals were based on.

3. REDUCED COMPENSATION

RFP, p. 19, Section 4.6 COMPENSATION TO THE CITY provides that the selected proposer would compensate the City if gross revenues exceeded \$10,000,000 per year with an additional 5% of the difference between the actual annual gross revenue and the \$10,000,000. This compensation term is not included in the proposed contract.

RFP, p. 7, Section 1.4 DEFINITION OF GROSS REVENUES includes in the definition:

advertising sales, barter or in kind services (eg. airline tickets, hotel accommodations, media access) or any other type of non-monetary compensation, that are derived by the Franchisee as a result of the installation of Franchise Bus Benches and the display of advertising thereon or as a result of rental of any Franchise Bus Benches.

The proposed contract definition of Gross Cash Receipts defines the term as: "Total Compensation (including in-kind payments) actually received by the CONTRACTOR for the display of advertising on Ad Panels." In-kind services were defined in the RFP as airline tickets, hotel accommodations and media access. In-kind services in the RFP were separate and apart from barter. The value of the barter, as a

part of gross revenues that should be the basis for computing compensation to the City is missing from the RFP. This is money left on the table and may have materially affected the compensation package offered by a proposer in response to the RFP.

4. PERSONAL PROPERTY TAX REVENUES

RFP, P. 19, Section 4.7 OWNERSHIP OF BUS BENCHES states that "[t]he bus benches will remain the property of the Franchisee during the term of the Franchise Contract." The proposed contract, P. 39, Section 8.9 OWNERSHIP OF BUS BENCHES states, " [a]ll bus benches become the property of the City upon installation.

This change in ownership of the benches during the life of the proposed contract impacts the City's revenue. According to Los Angeles County Assessor the following is considered business personal property for purposes 571-L tax obligations [ATTACHMENT 15]: Machinery, Computers, Equipment, Telephones, Furniture, Supplies, and Tangible property owned, claimed, possessed or controlled in the conduct of a profession, trade or business. The Business Personal Property is valued annually as of January 1. This assessment includes equipment that is on lease or rent to others. Ownership of the benches and leasing or renting the ad space means that the bus benches have value for purposes of personal property tax. If title to the benches is held by the City, the County and by extension the City, do not receive the revenue from the taxes. Again, the removal of this cost to the vendor means that the revenue stream offered the City was materially impacted, negatively. Thus, affecting the compensation packages offered in response to the RFP.

Each of these concessions by Lance Oishi would appear to indicate a desire to grant the contractor more in compensation than was required by the RFP. Since Lance Oishi was engaged in a sole source negotiation, he had no fall back position. He was negotiating in a competitive disadvantage in order to get a contract in place. These concessions underscore the perils of sole source negotiations. Further, these concessions demonstrate the need to re-advertise the solicitation.

ISSUES OF FUNDAMENTAL FAIRNESS AND INTEGRITY

1. PROTEST PROCEDURES

RFP, p. 11, Section 2.8 PROTEST PROCEDURES mandates that:

Any protest to a proposal must be in writing and filed within ten (10) days after proposal submissions. Upon receipt of the protest, the Contract Administrator will furnish protestor with a written statement acknowledging receipt of the protest and setting a date 30 days hence for a hearing before the Board of Public Works.

This procedure is impossible to observe for any RFP process. The Board does not release the proposals and evaluations until after the contract is negotiated. In this case the proposals and evaluations were not released in response to a California Public Records Act Request until May 11, 2011, 282 days after bid opening, and 42 days after the proposals had expired.

Any protest filed prior to receipt of the proposals and evaluations would have been rejected as unfounded. Yet the RFP denies the concept of fundamental fairness by obstructing the ability of a legitimately aggrieved protester to present a well-founded protest. If the intent of the RFP was to deny the ability of proposers to protest, then fundamental fairness has been denied.

There cannot be any rational reason not to honor the protest provisions in the context of allowing a protest within 10 days of the proposals being made available. This timeline would be consistent with the intent of the RFP provision. Having taken 284 days to get to the Board, what possible prejudice is there to the process in order to allow proper time to file a protest and have it heard. Norman Bench Advertising, Inc. should have been given 10 days within which to craft its protest, instead of the 7 days allocated. Moreover, staff should have set the hearing on the protest 30 days from receipt of the protest. The appearance of a truncated timeline could lead to the conclusion that the outcome is a foregone conclusion.

Simply put, the issues raised here are not being given enough time to be fairly considered. Norman Bench Advertising, Inc. should have been given 10 days. Staff should have taken 30 days to consider the issues raised, instead of requesting that MOM-INC. or LLC respond to the comments of this letter. The implication is that whatever response MOM-INC. or LLC provide, the Board will adopt that as its position without any independent assessment. Such an implication underscores the apparent bias in this RFP process.

2. QUESTIONS OF INTEGRITY

The fact that the RFP does not fairly address the protest process raises concerns about the integrity of the process. This concern is underscored by the fact that MOM-INC. is currently part of an investigation by the Florida Elections Commission in possibly undervaluing the cost of advertisements on bus benches in the North Miami Beach mayoral race. [ATTACHMENT 16.] At a minimum staff should have investigated the allegations and notified the Board. The bidding process, even if it is an RFP, demands an open and fair process. The current process is far too flawed for this Board to consider any award that flowed from it.

Members of the Board of Public Works
Page No. 16
May 20, 2011

CONCLUSION

For the foregoing reasons, the Board should direct staff to re-advertize for the bus bench contract and put sufficient safeguards in place to avoid the appearance of bias or that the RFP is merely a pretext with which to appear compliant with the laws of Competitive bidding.

Very truly yours,



Marcia Haber Kamine

MPHK:hs

cc: Norman Bench Advertising, Inc.
Members of the Los Angeles City Council
City Attorney Carmen Trutanich
Assistant City Attorney Edward "Ted" Jordan
The Mayor's Office

Attachments

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Bus bench dispute grows

Hollywood tries to oust firm, get ad revenue

January 04, 2007 | By Ihsosvani Rodriguez Staff Writer

Commissioners decided Wednesday to tell the firm that provides the city with bus benches to catch a ride elsewhere, with a lawsuit and a demand that the firm take the benches away in 60 days.

City commissioners voted unanimously to sue Martin Outdoors Media Inc., adding more fuel to a contract dispute lingering since 2005. The city says the Miami-Dade County firm owes it \$180,000 in revenue from bus bench advertising. In addition to demanding the money, the city last month sent a letter to the company saying it had 60 days to pick up its benches, said City Attorney Dan Abbott.

While the 400-plus benches could be removed within weeks, bus patrons may not be left standing.

At a November meeting, commissioners awarded a six-month contract to Bench Ads of Hollywood Florida Inc., owned by Eric Nadel.

His company, which supplies bus benches to numerous Broward cities, will provide services while the city determines who will get a 10-year contract. Nadel's company will pay the city \$7,500 a month and plans to compete for the long-term contract.

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Nadel on Wednesday said his benches are ready to be installed the moment Scott Martin, owner of Martin Outdoors Media, removes his. Nadel and city officials said the transition would take less than a week.

"Everything we've done until now has been to prevent the bus patron from having to stand," said Bob Rawls, director of Hollywood building and engineering.

Up until 2000, Nadel's company held a monopoly on bus benches in Hollywood for more than 20 years.

In 2002, the city awarded the contract to Martin Outdoor Media. Martin agreed to place his bus benches on public property and share part of the advertising profits with the city.

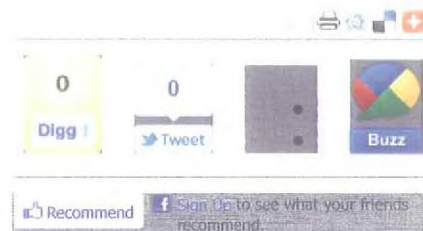
When the contract expired in 2005, the city decided to seek a different firm, prompting Martin to file his first lawsuit claiming the city was supposed to renew it.

While the matter moved into litigation, the city agreed to extend Martin's contract until Dec. 29. But when the city hired Nadel's company in November, Martin filed a second lawsuit, said Abbott, the city attorney.

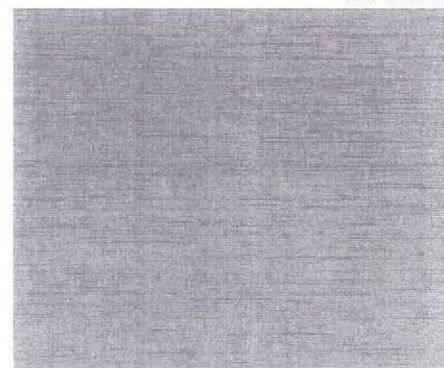
On Wednesday, Abbot told commissioners that Martin has continued to sell advertising since the contract expired and now owes the city about \$180,000.

Scott Martin said he did not want to discuss pending litigation but said he was willing to negotiate the contract dispute with the city.

"I am not in the lawsuit business, I am in the bus bench business," he said.



Advertisement



Martin, who has similar contracts with 17 other municipalities in Broward and Miami-Dade counties, said he was surprised things with Hollywood have turned contentious.

"If you talk to everyone else, they will tell you we provide the best service in the region," said Martin.

In other matters, city commissioners unanimously and without discussion agreed to spend \$1 million toward expanding the city's water treatment plant, which utility administrators say is urgently needed to accommodate growth.

A \$1 million grant for the project, requiring a match from the city, is coming from the South Florida Water Management District. The city plans to install two water wells at a cost of \$920,000 each and to expand its reverse osmosis treatment units for about \$620,000.

Ihosvani Rodriguez can be reached at ijrodriguez@sun-sentinel.com or 954-385-7908.

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10.5 Business Organization

Proposer shall provide an overview of the entity submitting this RFP including the following information.

Date entity was established and location of entity when established.

Location of headquarters.

Total number of employees.

Total number of employees in the City and Southern California

Annual revenues.

Organization chart indicating the positions and names of the core management team which will undertake this project.

Resumes for all core team members.

Brief history and description of entity.

10.6 Proposed Subcontractor Information

See Appendix D, Schedule A.

11 PROPOSER SIGNATURE DECLARATION PAGE

The undersigned hereby offers and agrees to furnish the goods and/or routine services in compliance with all the service level requirements, instructions, specifications, and any amendments contained in this RFP document and any written exceptions in the offer accepted by the City.

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a proposal; and the proposer has not in any manner sought by collusion to secure for themselves and advantage over any other proposer.

An officer authorized to bind the proposer to the proposal must sign each proposal, on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and I agree to the terms and conditions in this proposal.

Company Name: Martin Outdoor Media, Inc.

Signature of Authorized Person: [Signature]

Address: 151 NE 166 St

Printed Name: Scott Martin

City: Miami State: FL Zip 33162

Title President Date 7/30/10

Implementation Schedule

Martin Outdoor's proposal (including guaranteed and revenue sharing payments) for the City of Los Angeles is based on the following assumptions.

PROPOSAL ASSUMPTIONS

1. Blanket building permit issued by the City for all 6,000 locations;
2. Blanket bench permit issued by the City for all 6,000 locations;
3. Blanket Permit "A" or revised pricing structure for locations requiring concrete;
4. Credits towards city fees earned for concrete installed;
5. Installation timeline extended to three years;
6. Revision of maintenance requirements based upon historical data of maintenance requirements;

Martin Outdoor will create three dedicated key supervisory positions for the street furniture program: General Manager, Operations Manager and Real Estate Supervisor. Our General Manager will oversee all aspects of the City Bus Bench Program. The Real Estate Supervisor will be responsible for the permitting process and will be the liaison for the City Engineer and other stakeholders concerning placement and distribution of street furniture elements. The Operations Manager will be responsible for managing construction, installation and on-going maintenance and repair with a team of up to 10 crew members. He will also supervise any independent sub-contractors.

SITE SELECTION AND INSTALLATION

Under the supervision of Martin Outdoor's Real Estate Supervisor in-depth site surveys will be conducted to determine the feasibility of installations pertaining to existing utility lines, right-of-way lines, and public space related restrictions. The result of all findings will be reflected in site plans as well as in our Construction Management Plan that will contain installation target dates, which will be shared with appropriate City officials and staff to create a mutually acceptable installation program.

PERMIT AND APPROVAL PROCEDURES

Martin Outdoor will assume full responsibility and expense of obtaining all necessary construction permits; develop site plans and coordinate the installations with the City and appropriate utility companies. The bus bench program is extremely demanding from several perspectives-not least in the replacement of existing structures with new ones in the timeliest fashion. In order to ensure a smooth implementation, it is essential that the City establish an expedited permitting process and that the issuance or approval of permits is assigned to one agency to act as a single point of contact for us during the term of the contract. Furthermore, the cost of 6,000 individual permits would be cost prohibitive to the program. Therefore, blanket permits are required in order to make the program financial feasible.

CONSTRUCTION AND REPLACEMENT PROGRAM

Martin Outdoor will perform a methodical program to remove and replace existing bus benches and install temporary units to ensure no interruption of service (assuming the prior vendor does not remove such structures) and install additional bus benches and other street furniture elements as authorized. Fast, careful installations by our trained crews at appropriate times of the day minimize disruption of adjacent neighborhood activities.

Installations proceed in the following sequence:

- > Conduct complete inventory audit including: digital photographs; assignment of GPS coordinates to each structure (geo-coding); structural inspections; numbering of street furniture elements
- > Prioritizing of installation sequence in coordination with appropriate officials and organizations
- > Site surveys for sidewalk conditions, utility locations, trees, light poles, traffic control and electrical boxes and other street furniture elements
- > Site-by-site location approval by City (under a blank permit for cost purposes)
- > Installation in adherence to all applicable codes
- > Site and/or surface restoration as needed

ATTACHMENT 3

Implementation Schedule

ONLINE CONFIRMATION

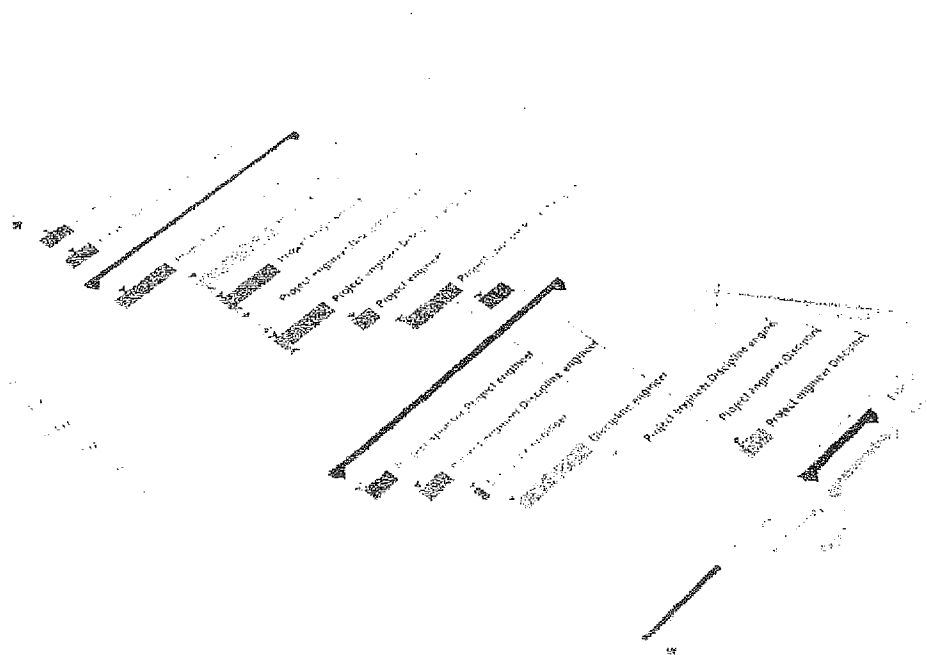
As part of our program operation, Martin Outdoor will maintain a database within our inventory and accounting software program for documenting data relating to inventory, maintenance and complaints. In other cities we have implemented this feature, which has proved popular with civic leaders and the community. The database will include:

- > Location and image of each program structure
- > Inspection, cleaning and maintenance activities
- > Reports of required maintenance and repairs
- > Feature for Transit Authority to enter complaints
- > Mapping capabilities to display all locations
- > Online review capability for Transit Authority and the City

BUILD-OUT PLAN

Martin Outdoor's build-out plan is based on the workings of the city's neighborhoods. It will be influenced by transit demand patterns, residential concentrations, as it will strive to be sensitive to community cultures, values and needs. Our build-out will reflect a transparent dialogue with communities and prudent economic realities as to cost and inconveniences. The City Bus Bench Program is capital intensive. Accordingly, our build-out plan maximizes the broadest range and number of amenities to be installed in the first four years of the program, balancing lower generating with higher revenue generating bus benches as best as economically possible.

Based on our assumptions noted on the previous page, Martin Outdoor will strive to install all 6,000 bus benches in the first year of operation after contract execution or as negotiated with the City after further schedule discussions take place during contract negotiation.



City of Los Angeles
Bureau of Street Services
Bus Bench Program Request for Proposal

Pre-Submitted Question for Pre-Proposal Conference

June 30, 2010

1. Can the new Franchisee install benches in any community during the entire length of the contract or will some communities be allowed to "opt out" of the bench program? How will the City ensure that revenue generating ad benches are always allowed in key locations and neighborhoods during the contract term?

Answer Communities may not "opt out" of the bench program. BSS staff will review a list of sites submitted by the Franchisee and then the Board of Public Works will approve a final list. The City makes no guarantee on the continued availability of any specific bench site. That being said, the City will endeavor to work with the contractor to ensure the mutual success of the Program.

2. A bench can be removed 3) "if adjacent property owners find it disruptive"; what does that actually mean?

Answer If a bench becomes a nuisance due to graffiti, homeless people, excessive trash, or other like problems, then the adjacent property owner may request that the bench be removed. The City will review the problem, determine the validity of the complaint/request, and then act accordingly. A property owner that is not satisfied with staff's verification and recommendation may request a hearing before the Board of Public Works for a final determination. (Ref. RFP Section 4.2.3 Page 17)

3. A bench can be removed if 4) "it interferes with any community streetscape project"; once a permit has been issued and a bench installed, shouldn't it supercede any community streetscape project?

Answer All attempts will be made to honor the existing permit. If a bench can be modified to match the new streetscape then it is possible that the bench can remain. If the bench cannot be modified, the bench will have to be removed. This is where the RFP requirement to have 3 different bench designs available might allow the advertising bench to remain in place.

4. What is the maximum size of the Ad panel that will be allowed on a single bench?

Answer 14 square feet

5. Can you clarify the permitting process:

- a. Will Permits be issued one at a time for each location or will they be issued for all the sites at one time?
- b. What permit(s) are necessary to install a bench and what is the cost?
- c. Has the City the ability to deliver all the permits (6000 locations) in just a few weeks or will it take longer? What happens if the permits are not delivered within the first 3 months?
- d. What role if any will the Council Offices or other City Department have in this process or the permitting process?
- e. What role if any will Neighborhood Councils or other Community Groups, BIDs, HOE, etc., have in this process?

Answer

- a. It is our intent at this time for the existing permits to be grandfathered. Any new required City site approval type of permit will be issued as a blanket permit approved by the Board of Public Works.
- b. Certain activities related to the installation of a bus bench, such as the placement of a cement concrete landing, may require a City permit such as an "A permit". The current minimal cost for an "A" Permit is \$590. In some locations, a State Coastal Permit or a Cal Trans Permit may be required. We do not know the costs of these types of permits at this time.
- c. Yes, as we are going to the Board of Public Works for our permits. If there are issues with the issuance of the permits, we will discuss contract extensions during contract negotiations to incorporate any delays.
- d. It is our intent at this time for the approval of the bench locations to be approved by the Board of Public Works. We will be asking the Council Offices for a list of sites where they would be interested in having benches installed, and they may request locations during the life of the contract.
- e. It is our intent at this time for the Board of Public Works to approve the sites and permits. Other City departments may be consulted with in determining whether or not specific sites should be permitted or not; the involvement of other Departments will be in an advisory capacity.

6. Will ad panels on the benches be allowed to be "back lit" (powered)?

Answer No, not at this time.

7. Can you provide the actual advertising revenue generated by the current franchisee with the ad benches for the last 4 years?

Answer Unknown

8. Can you provide the City revenue from the current ad bench contract over the last 4 years?

Answer Approximately \$980,000.

9. How many ad benches and trash receptacles are installed on the sidewalk by the current franchisee?

Answer Approximately 4,700. The number of trash receptacles is unknown.

10. Can an advertising bench be located next to an existing bus shelter? If yes, what is the minimum distance from the bus shelter ad panel?

Answer Yes, one bench will be allowed if there is already a transit shelter present at the bus stop. The bench must be located a minimum of six feet from the shelter and rear mounted, aligned with the rear of the shelter on the near side and/or next to the trash receptacle.

11. Is it the City's intent to replace all the existing bench locations with new benches at the same locations or do you envision new locations being used?

Answer It is the City's intent to replace all of the existing benches and place benches at new locations.

12. Will you accept non-conforming bids?

Answer No.

13. Is it mandatory that we submit a bid for all 6,000 locations? May we pick and choose the locations?

Answer Yes, proposals submitted must contemplate the provision of 6,000 benches. Proposals that contemplate the provision of anything less than 6,000 benches will be deemed deficient and non-responsive. After the existing benches are replaced, additional locations may be selected by the contractor; all sites will be reviewed and approved by the Board of Public Works.

14. Is there a list of locations available?

Answer No.

15. Of the 6,000 benches, how many are estimated for the historic areas mentioned in the RFP?

Answer We have not determined the number of benches required within Historic areas at this time. Be advised that areas that are currently not designated as a historic area at this time may receive such a designation within the 10 year time frame contemplated for this program. As such, benches within those areas may be "grandfathered" in place or may require updating, dependent upon the conditions established at the time an area is designated as being Historic. (Ref. RFP Section 4.2 Paragraph 3, Page 15)

16. Is the City requesting proponents present prior contracts with the City of Los Angeles or all cities regardless of location or region?

Answer All Cities regardless of location or region (Ref. RFP Section 9, Page 28)

17. Would the City please clarify, if in asking proponents to provide waste/recycling receptacles, is it also requesting proponents to collect and remove waste?

Answer Yes. (Ref. RFP Section 4.0, Page 15)

18. Under the Freedom of Information (Act) legislation, will the details of the current revenue agreement with the current bench provider be provided to all proponents?

Answer Yes, the contract will be e-mailed to everyone after the Pre-Proposal Conference.

19. What was the total revenue paid by the current bench provider to the City in the last full year of the Contract?

Answer Approximately \$244,000.

20. Please give us an outline of the revenues and corresponding payments to the City reported and/or paid by the existing contractor for the past 4 years.

Answer \$980,000 approximately.

21. The Bidder checklist includes a proposed security bond. Please define (the) amount and form this bond must take.

Answer The Security Fund is \$270,000 and is required should the Franchisee for any reason not pay the City the contractually required compensation. (Ref. RFP Section 5.5, Page 21)

The Performance Bond will be determined during contract negotiations. However, it will tentatively be between \$250,000 and \$500,000. (Ref. RFP Section 5.6, Page 21)

22. As audited statements are required for the past two years, is it safe to assume that the City will NOT accept a new company formed to bid this Program?

Answer The City will accept proposals from new companies formed for this RFP. We will require two years of audited statements from the parent companies.

23. "1.1 Benches" - it is stated that a minimum of 6,000 benches shall be installed. However, in "Section 4, Scope of Work", it states that bus benches shall be installed at a minimum of 6,000 sites. Can you please clarify this? Since many sites will have 2 benches, if the City required 6,000 sites to receive benches, the total number of benches would far exceed 6,000. Realistically, are there even 6,000 practical sites as we don't believe there are?

Answer The language in RFP Section 1.1 is correct. The City expects a minimum of 6,000 benches. While it is desirable for us to have benches at 6,000 sites, it is not mandatory to provide benches at 6,000 separate sites. There are approximately 15,000-18,000 bus stops within the City limits.

24. "4.4 Maintenance and Operations" - The RFP states all benches shall be cleaned two times per week. 6,000 benches (minimum) mean that 12,000 bench cleanings must be made per week. The cost to fulfill this service is \$3.00 per bench, amounting to \$154,000 per month.

The RFP states that the sidewalk area surround each bench shall be cleaned twice quarterly. At 6,000 benches, if we estimate 4,000 bus stops (some stops have two benches, some have just one), that means that 4,000 sidewalks to clean 2 times per quarter. So at 8,000 total cleanings per quarter, that's 2,666 per month. At \$12.50 per cleaning, that amounts to \$33,325 per month.

The RFP states that trash receptacles must be placed at 50% of the locations. I believe this to mean 50% of the sites where benches are located. Thus, if using my example from above, there are 4,000 sites with one or two benches, 50% would be 2,000 trash receptacles. Maintaining trash receptacles twice a week amounts to \$71,000 per month.

Therefore, to meet the RFP's stated maintenance requirements; the monthly cost for maintenance alone would exceed \$250,000. In the entire history of bus benches in Los Angeles, there has never been a month in which \$250,000 was sold in advertising.

Answer The City is requesting that the Franchisee maintain trash receptacles at 50 percent of the sites. The RFP process is the arena for the City to request its ideal situation. The previous contract did not sufficiently address the issues of supplementing the current Coordinated Street Furniture Program (CSFP) and maintenance. We will determine what is realistic through the proposals that we receive and further, through the contract negotiations.

25. Unlike the previous bus bench contract, this RFP has no clause for a reduction in fees, or compensation for, the removal of Franchisee bus benches at the request of the City. In fact, in Section 4.3.2, it clearly states that the City can direct the Franchisee to remove the benches for pretty much any reason, and entirely at the Franchisee's sole expense. We know very well from past experience, that once the 6,000 benches are put in place, over the long run, the City will ask for many of these benches to be removed for a variety of reasons. In fact, many benches may be removed from the areas where we as an advertising company, would need the benches the most. How can a franchisee be expected to outlay upwards of \$6 million dollars to implement this new Bus Bench Program, only to have countless benches removed and receive no compensation?

Answer As stated above, these issues will be addressed through the proposal process and contract negotiations.

26. It is stated in various places throughout the RFP, that the Franchisee shall be responsible for obtaining "permits" to install the bus benches. It is our belief that if an individual permit is required, along with a site inspection, for all 6,000 (and potentially more) bus benches, it would be virtually impossible to install all benches in the one year time frame as set forth in Paragraph 4.2.1. We believe the only feasible way to install benches on a "mass scale", would be for a blanket permit as was granted in the previous bus bench contract.

Answer It is the City's intent to have the benches installed under the cover of a blanket permit. However, this does not include additional permits which may be required; ie. Coastal Commission Permits, A Permits, Cal Trans Permits, etcetera.

27. We are unclear what the procedure is for the City to cancel the Contract. Paragraph 4.7 discusses the City canceling the Contract and buying the benches. We do not understand how this scenario could be deemed fair, since there is substantially more cost involved in running the bus bench program than just the "straight line basis annual depreciation rate" for the cost of each individual bus bench.

Answer These issues will be addressed through contract negotiations.

28. Paragraph 9.3 requires the submission of "Certified Audited Financial Statements". If a company is currently not having Audited Financial Statements prepared, it is an impossibility to have this completed by the Proposal Due date.

Answer In order for the City to have the necessary information to determine the status of the Proposer's company we require a Certified Audit of the financial statements. Such information also allows the City to equally assess and consider all proposers on a similar, objective basis.

29. Section 4.3.1 – Locations, the RFP states that no bench may be placed next to an existing bus shelter without the City's approval. If this restriction is allowed to remain in place, it will severely limit the number of benches (and especially benches where advertising can more easily be sold) that can be placed. Additionally, there are currently at least 600 benches next to bus shelters.

Answer The goal of the City's Bus Bench Program is to supplement and compliment the transit shelters provided through its Coordinated Street Furniture Program (CSFP). It is not our intent for the programs to compete with one another. To that end, we will not allow more than one bench at any stop that already has a transit shelter installed. The CSFP currently has approximately 1,600 shelters installed; that program contemplates a maximum of 2,500 transit shelters. There are approximately 15,000 - 18,000 bus stops within the City limits.

City of Los Angeles
Bus Bench Program Request for Proposal

Questions Presented at Pre-Proposal Conference of June 30, 2010
And

Post Conference Questions Received on/by July 7, 2010

30. Community Groups typically like to install benches without advertising. So, even if a company has different types of benches from which to select, the Community Group will still want to install their own benches without advertising. Will Community Groups continue to be allowed to displace advertising benches when and where they wish to install their own benches?

Answer:

We recognize that there are individuals and communities that will always be opposed to benches that contain advertising; that the desire to replace advertising based benches with non-advertising based benches will continue to exist. Having different styles of advertising based benches available to match a community's desired streetscape aesthetic greatly improves the chances for an advertising based bench to remain in place by giving the Community Group improved aesthetics and more choices. This is one of the primary reasons why the RFP is requesting a minimum of three (3) different bench designs. Public Works staff will also endeavor to ensure the Program's success by working with the community and elected officials to keep the advertising based benches in place.

31. Does the amount of ridership have anything to do with the number of benches allowed at bus stops? This is how it is managed in Orange County. Why isn't it done this way in Los Angeles? How many people does the shelter seat?

Answer:

To a certain extent, the number of benches allowed at bus stops is based upon ridership numbers. Our sidewalks are older than those in Orange County and our streets were often developed in a different manner, so in many cases we do not have the same type of sidewalk space available. At this time we intend to follow the parameters of the program. We don't want to create a competitive situation between our Coordinated Street Furniture Program and Bus Bench Program; we feel this provides an equal opportunity for both programs. This was how the original programs were set up and we think they still work. It is possible that several carriers may have stops at the same location and it's even possible for there to be a shelter for a local stop and a second type of shelter for what's called a Metro Rapid stop. In those cases, where the need exists and space allows for it to happen, an additional bench may be provided in conjunction with the second shelter. The shelter seats three people.

32. Question 10, Page 3, what is the minimum distance from the bus shelter ad panel? The trash receptacles are six feet from the transit shelter. Will advertising bus benches be placed adjacent to the advertising kiosk associated with the transit shelter?

Answer:

No. We will require future bench installations on the near side of the shelter, not on the ad panel side. The advertising based benches will have to be six feet clear of the transit shelter and the transit shelter appurtenances, which includes the shelter's associated trash

City of Los Angeles
Bus Bench Program Request for Proposal

receptacle typically placed on the rear side of the shelter. The rear of an advertising based bus bench will also be required to be in alignment with the rear panel/legs of the shelter.

33. Are you changing the language to say that you will allow a bench by a shelter without each site being reviewed by you?

Answer:

Where there is a proven need due to the high volume of transit patrons and where the sidewalk conditions allow for it, we will allow one bench at a stop where there is already a transit shelter. We will also allow a single bus bench to be placed at the same bus stop where there is a transit shelter to ensure the bus bench program remains financially viable. That being said, it is our intent for the bus bench program to supplement the transit shelters and provide transit amenities at as many bus stop locations as possible City-wide. Because of this intent, we will not allow advertising based bus benches next to each and every bus shelter.

34. There are approximately 600 to 700 sites that require a concrete pad. If there is a permit required, it will make it very expensive to install the bench.

Answer:

Yes, we understand that will increase the costs. Those are some of the parameters that are set upon the City by ADA and other code requirements, which were not contemplated at the time of the previous bus bench contract. We are trying to work with Metro to have them place their bus stop signs on pavement, rather than in a dirt or grass parkway. However, they are bound by the mandated distances between each stop, so this can make it more difficult in some cases.

35. There is no mention of compensation to the franchisee if a bench is removed due to a request by the City. This is a \$6 million investment or more for the franchisee. If the benches can be removed at any time what incentive is there for the franchisee? With changes that occur with our elected officials, what will prevent an elected official from requesting that a bench be removed a year after it was initially installed?

Answer:

The City reserves the right to propose 30 percent of the sites. In reality, the City will probably propose and request less than one or two percent of the bus bench sites through requests from transit officials, the Council Office, or community groups. That means that the franchisee will be selecting most of the bus bench sites as it sees fit to ensure the program remains viable. The 10 year length of the contract gives the franchisee as well as the City protections and stability from changes that might occur with our elected officials. Neither the City Council nor any other elected/non-elected official can change the contract once it is in place without going through a formal contract amendment process. In that situation, it is possible to amend the contract, should both parties agree to whatever change is contemplated.

City of Los Angeles
Bus Bench Program Request for Proposal

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36. Can we see the type of materials and colors on the current street furniture?

Answer:

Yes. Please see the attached color chart for the colors. The corresponding RAL numbers are as follows:

Green	RAL 6007
Blue	RAL 5013
Marine (White) Silver	RAL 9006
Bronze (Dark Grey)	RAL 7022
Terra Cotta	RAL 8004
Black	RAL 9005

37. Is there a transit map?

Answer:

Yes. See the [metro.net](http://www.metro.net) web page, and click onto their Maps and Timetables button; you click on System Maps it will give you area maps.
http://www.metro.net/riding_metro/maps/images/System_Map.pdf

38. Is the City of Santa Monica and other independent municipalities within the Los Angeles Metro Region included in the program?

Answer:

No. It is strictly for the City of Los Angeles.

39. The Proposer's Checklist indicates that the Section 5.5 Security Fund is required when the proposal is submitted.

Answer:

This was corrected with an addendum. It is not required when the proposal is submitted.

40. The RFP requires that the plans be stamped by a California engineer. Many of us, while we have business interests in California are from other states. My experience is that when plans stamped by another state's engineer are provided to a California engineer, it takes considerable time and many modifications. This will in turn limit what we can offer the City in terms of designs. Given the length of time required to obtain design plans stamped by a California engineer how are proposing companies supposed to have such stamped plans prior to the RFP's due date?

Answer:

It was the City's intent to see conceptual design ideas submitted with a company's proposal and then have the fully detailed design plans stamped by a California engineer at the time of the contract signing. The last sentence within Section 4.2.2 of the RFP is hereby modified to read "...California Registered Civil or Structural Engineer at the time a contractual agreement is executed with the Franchisee." That being said, proposers should provide as much detailed information about their bus bench designs as possible in their proposal.

City of Los Angeles
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41. I understand that in the process of getting the final contract approved, the Board of Public Works will approve of the contract and then forward it on to the City Council and Mayor for final execution. Do you think that the full Council will be influenced by neighborhoods or community groups such as, Brentwood, Westwood, Ventura Boulevard Corridor etcetera to the point where they will be allowed to exclude themselves from participating in the Program? i.e. Will those areas be allowed to opt out of the contract?

Answer:

We are unable to answer this question nor predict how the City Council's actions might be influenced by various community groups. When the contract is brought before the City Council for approval, they will become acquainted with it and make their determinations at that time. As this will be a revenue generating program that provides amenities supporting and encouraging transit rider-ship we believe that their response will be influenced by the overall positive benefits of the program rather than negative community complaints. Staff will attempt to enlist the assistance and support of transit lobbying groups such as the Bus Riders Union to support the program when the contract comes before the City Council.

42. In the pockets of various communities where advertising benches have already been replaced by community benches, are those community benches going to be replaced by advertising benches when this new program is implemented?

Answer:

No. At this point any community benches that are in place will remain. To remove them would potentially create more animosity and unrest between those communities and the program. In situations where community benches are removed because they are no longer supported by their sponsoring group or in cases where they've been abandoned altogether, new bus benches may be installed at those locations.

43. Regarding the requirement for trash collection pick up twice weekly, this is a more "across the board" solution. We have developed our own technology to determine the service requirements the trash receptacles, and there are situations where a trash receptacle may require less pick up, or more, depending on usage. Is it possible to have adaptability in terms of trash pick up? If we can demonstrate that a certain location doesn't require it, it will save money.

Answer:

The primary goal is to have clean and welcoming bus stops. Conversely we do not want to have bus stops that appear to be blighted with receptacles that are overflowing with trash. Since meeting such goals is beneficial for the City, the franchisee, and advertisers alike, as long as the franchisee is able to meet those goals, the City is willing to allow some flexibility on this point. We know that in certain areas of the City the trash receptacle may require daily visits. And others, once a month might be acceptable. We do have inspectors that will be checking all the benches and notifying the franchisee to remedy problems if any are found. Problems with maintenance must be handled within the prescribed time frame, or there will have to be other contractually mandated steps taken to remedy the problem.

City of Los Angeles
Bus Bench Program Request for Proposal

44. Limit for non-billboard associated ad panels. Can you elaborate on that term?

Answer:

In the City Ordinance, the square footage of an ad determines what is or is not a billboard. If the ad panel is 65 square feet or larger, then it is considered a bill board and subject to the requirements of the City's outdoor signage ordinance. This program falls outside the ordinance by virtue that the ads are smaller, limited to 14 square feet.

45. Given that the RFP and forthcoming contract will allow up to 2 bus benches at a single bus stop (space permitting), can you clarify if the City wishes to have bus benches at 6,000 individual bus stops, or 6,000 benches at a lesser number of bus stops.

Answer:

The City desires to have a minimum of 6,000 bus benches and will allow them to be placed at a lesser number of bus stops. If the franchisee is able to provide more than 6,000 bus benches to increase the number of bus stops with site amenities, the City will allow the franchisee to provide up to a maximum of 8,000 bus benches.

46. What number are we using for bus benches placement for ADA?

Answer:

48"

Distance from curb?

Answer:

24"

Distance from driveway?

Answer:

10'

47. What distance are we using from trees, street lamps, etc.?

Answer:

48"

48. If the bench is mounted to the rear of sidewalk, what distance do we need in front for the path of travel?

Answer:

48"

49. Can you provide the actual advertising revenue generated through the last four years (breakdown by year) of the recently expired bus bench contract?

Answer:

We are in the process of obtaining that information; however, we do not have it at this time.

50. Can we get the breakdown of payment to the City of the minimum guarantee and the percentage of revenue by year?

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Answer:

We have been receiving approximately \$244,000/year for the life of the contract.

51. Can we get the number of current benches per council district? The number of current trash receptacles per council district?

Answer:

We are in the process of determining that information; however, we do not have it now.

52. Living wage, are you sure that the Living Wage Ordinance does not apply to this impending contract?

Answer:

We were notified by the Bureau of Contract Administration that the Living Wage Ordinance does apply.

53. Regarding the materials used to fabricate benches for the impending bus bench contract, is there one material that is of more interest to the City than another? Is recycled material important or is it more about quality of design, durability, and the ability to fit into an already eclectic environment?

Answer:


Since our transit shelters are fabricated of painted metal, there is a preference for metal benches that will compliment the transit shelters to provide an easily identified, coordinated aesthetic for our bus stops. The use of recycled materials, quality of design, and durability are all very important factors that will be reviewed when assessing the proposed bus bench designs. Two of the program's goals are to reduce the visual clutter and eclecticism of our streetscape environment. In this regard, alternative bench designs of various materials are also desired to enable the bus benches to match the visual qualities of various streetscape environments found throughout the City.

MBE/WBE/OBE
SUBCONTRACTORS INFORMATION FORM
SCHEDULE A

RFP/RFQ Title	Bus Bench Program (M0990053)
---------------	------------------------------

Proposer Martin Outdoor Media	Address 151 NE 166th St., Miami, FL 33162
Contact Person Scott Martin	Phone/Fax 305-944-7208 / 305-655-9949

LIST OF ALL SUBCONTRACTORS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONTRACTOR	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/OBE	CALTRANS/CITY/MTA CERT. NO	DOLLAR VALUE OF SUBCONTRACT
LNI Custom Manufacturing 12536 Chadron Ave, Hawthorne, CA 90250 310-978-2000	Bus bench manufacturing	OBE	NA	-\$5,000,000.00
Waste Management 407 East El Segundo, Compton, CA 90222 800-774-0222	Bus Stop Trash Bins	OBE	NA	\$1,200,000.00
Shelter Clean 11065 Penrose Street, Sun Valley, CA 91352 818-767-9162	Maintenance Svcs	OBE	NA	-\$1,200,000.00 per year
Davis Blue Print 3205 N. Main St., Los Angeles, CA 90030 323-225-4703	Printing Services	MBE	LACMTA #2035	-\$200,000 per year
Monarch Litho 1501 Date St., Montebello, CA 90640 323-727-0300	Printing Services	MBE	LAC CBE #14289	-\$200,000 per year
CRA Custom 312 W. Pico Blvd., Los Angeles, CA 90015	Printing Services	WBE	LAC CBE #83636	-\$200,000 per year

PERCENTAGE OF MBE/WBE PARTICIPATION			 Signature of Person Completing this Form
	DOLLARS	PERCENT	
TOTAL MBE AMOUNT	\$ -\$4.0M	N/A %	
TOTAL WBE AMOUNT	\$ -\$2.0M	N/A %	
BASE BID AMOUNT	\$ N/A		President <u>7/29/10</u> Title Date

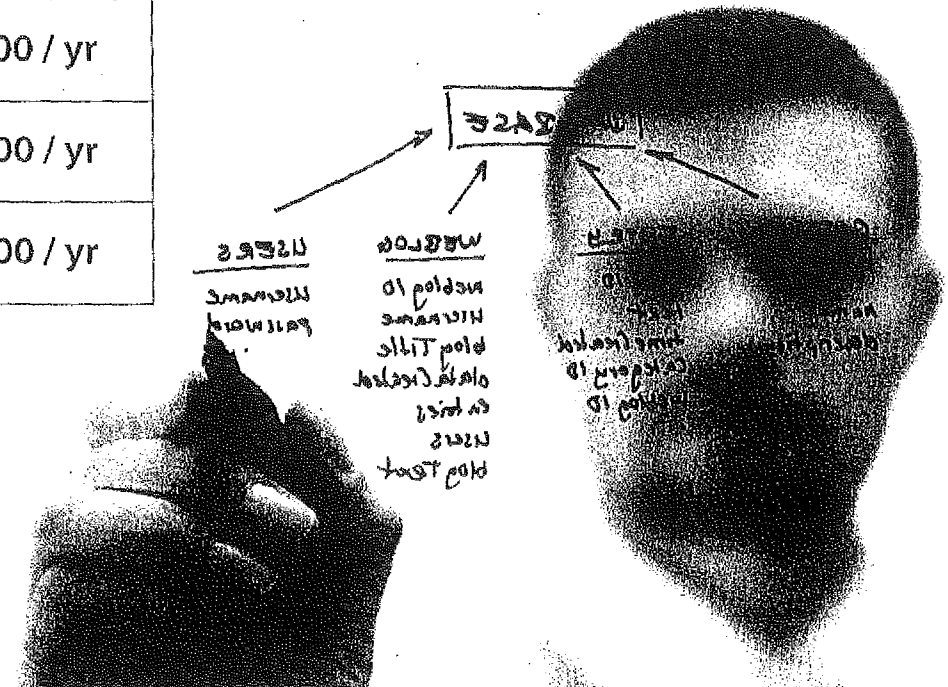
MUST BE SUBMITTED WITH PROPOSAL

Community Outreach



Sub-Contractors

Company	OBE/ WBE/ MBE	Dollar Value of Subcontract
LNI Custom Manufacturing	OBE	\$5,000,000
Waste Management	OBE	\$1,200,000
Shelter Clean	OBE	\$1,200,000 / yr
Davis Blueprint Co.	MBE	\$200,000 / yr
Monarch Litho	MBE	\$200,000 / yr
CR&A Custom, Inc.	MBE	\$200,000 / yr



UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA

Voluntary Petition

Name of Debtor (if individual, enter Last, First, Middle): LNI Custom Manufacturing Inc.	Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all): 95-4537659	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all):
Street Address of Debtor (No. & Street, City, and State): 12536 Chadron Avenue Hawthorne ZIP CODE 90250	Street Address of Joint Debtor (No. & Street, City, and State): ZIP CODE
County of Residence or of the Principal Place of Business: Los Angeles	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): ZIP CODE	Mailing Address of Joint Debtor (if different from street address): ZIP CODE

Location of Principal Assets of Business Debtor (if different from street address above):

ZIP CODE

Type of Debtor (Form of Organization) (Check one box.) <input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form</i> <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (if debtor is not one of the above entities, check this box and state type of entity below) _____	Nature of Business (Check one box.) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> other manufacturing Tax-Exempt Entity (Check one box, if applicable) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code.)	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box) <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding Nature of Debts (Check one box.) <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or house-hold purpose." <input checked="" type="checkbox"/> Debts are primarily business debts.
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Filing Fee (Check one box) <input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Filing Fee to be paid in installments (Applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (Applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.	Chapter 11 Debtors: Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101 (51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,343,300. (amount subject to adjustment on 04/01/13 and every three years thereafter). Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in
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Statistical/Administrative Information <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.										
Estimated Number of Creditors 1- 50- 100- 200- 1,000- 5,001- 10,001 25,001- 50,001- 100,001- OVER 49 99 199 999 5,000 10,000 25,000 50,000 100,000 <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>										
Estimated Assets \$0 to \$50,000 \$50,001 to \$100,000 \$100,001 to \$500,000 \$500,001 to \$1 million \$1,000,001 to \$10 million \$10,000,001 to \$50 million \$50,000,001 to \$100 million \$100,000,001 to \$500 million \$500,000,001 to \$1 billion More than \$1 billion <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>										
Estimated Liabilities \$0 to \$50,000 \$50,001 to \$100,000 \$100,001 to \$500,000 \$500,001 to \$1 million \$1,000,001 to \$10 million \$10,000,001 to \$50 million \$50,000,001 to \$100 million \$100,000,001 to \$500 million \$500,000,001 to \$1 billion More than \$1 billion <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>										

THIS SPACE FOR
COURT USE ONLY

Voluntary Petition <i>(This page must be completed and filed in every case.)</i>		Name of Debtor(s): LNI Custom Manufacturing Inc.	
Prior Bankruptcy Case Filed Within Last 8 Years (If more than two, attach additional sheet)			
Location Where Filed:	Case Number:	Date Filed:	
Location Where Filed:	Case Number:	Date Filed:	
Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet)			
Name of Debtor:	Case Number:	Date Filed:	
District:	Relationship:	Judge:	
Exhibit A (To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.) <input type="checkbox"/> Exhibit A is attached and made a part of this petition.		Exhibit B (To be completed if debtor is an individual whose debts are primarily consumer debts.) I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by 11 U.S.C. § 342(b). X _____ Signature of Attorney for Debtor(s) Date	
Exhibit C Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety? <input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition. <input checked="" type="checkbox"/> No		Exhibit D (To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.) <input type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition. If this is a joint petition: <input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.	
Information Regarding the Debtor - Venue (Check any applicable box)			
<input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District. <input type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District. <input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
Certification by a Debtor Who Resides as a Tenant of Residential Property Check all applicable boxes.			
<input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.) <div style="text-align: right; margin-right: 100px;"> _____ (Name of landlord that obtained judgment) </div> <div style="text-align: right; margin-right: 100px;"> _____ (Address of landlord) </div> <input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and <input type="checkbox"/> Debtor has included in this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition. <input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification (11 U.S.C. § 362(1)).			

Voluntary Petition

(This page must be completed and filed in every case)

Main Document Page 3 of 25

Name of Debtor(s):

LNI Custom Manufacturing Inc.

Signatures**Signature(s) of Debtor(s) (Individual/Joint)**

I declare under penalty of perjury that the information provided in this petition is true and correct. [If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7. [If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X

Signature of Debtor

X

Signature of Joint Debtor

Telephone Number (If not represented by attorney)

Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign main proceeding, and that I am authorized to file this petition.

(Check only one box.)

☐

I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.

☐

Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X

(Signature of Foreign Representative)

(Printed Name of Foreign Representative)

Date

Signature of Attorney

X

Signature of Attorney for Debtor(s)

Leslie A. Cohen

Printed Name of Attorney for Debtor(s)

LESLIE COHEN LAW PC

Firm Name

506 Santa Monica Blvd., Suite 200

Address

Santa Monica, CA 90401

T: 310.394.5900

Telephone Number

1/19/11

93698

Date

Bar Number

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X

Signature of Authorized Individual

Scott Blakely

Printed Name of Authorized Individual

President

Title of Authorized Individual

1/19/11

Date

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Address

X

Date

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social Security number is provided above.

Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.



United States Bankruptcy Court
Central District Of California

In re LNI Custom Manufacturing Inc.,
Debtor

Case No. _____

Chapter 11

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS

Following is the list of the debtor's creditors holding the 20 largest unsecured claims. The list is prepared in accordance with Fed. R. Bankr. P. 1007(d) for filing in this chapter 11 [or chapter 9] case. The list does not include (1) persons who come within the definition of "insider" set forth in 11 U.S.C. § 101, or (2) secured creditors unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the 20 largest unsecured claims. If a minor child is one of the creditors holding the 20 largest unsecured claims, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

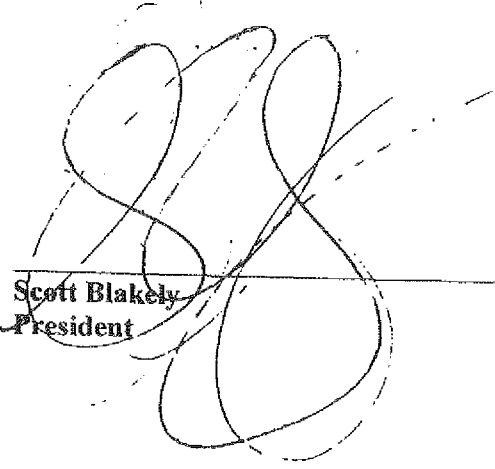
(1)	(2)	(3)	(4)	(5)
<i>Name of creditor and complete mailing address including zip code</i>	<i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	<i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	<i>Indicate if claim is contingent, unliquidated, disputed or subject to setoff</i>	<i>Amount of claim [if secured also state value of security]</i>
GlasPro 9401 Ann Street Santa Fe Springs, CA 90670	Joe Green Glas Pro 9401 Ann Street Santa Fe Springs, CA 90670 (562) 946-7722	Trade Debt	disputed contingent	510,277.00
Cambridge Architectural 105 Goodwill Rd Cambridge, MD 21613-2980	Kathy Jo O'Connell P: 866.806.2385 x1362	Trade Debt	contingent	258,780.00
Alumawall, Inc 1701 S 7th St Ste 9 San Jose, CA 95112-6000	David Warda P: 408 292-6353 Ext 224	Trade Debt	contingent	171,000.00
State Board of Equalization Legal Dept, Appeals Division (MIC:80) 450 N. Street, Sacramento, CA PO Box 942879, Sacramento, CA 94279	Eva G. Abrams 916.322.2270	Sales Tax Audit	subject to setoff	140,000.00
Bus Stop, LLC 4239 Oakwood Ave La Canada, CA 91011-3408	Julie Rothgeb 1.310.505.0315	Rent	Subject to setoff	135,000.00
Theresa Roth 18109 Coastline Drive Malibu, CA 90265	1.310.505.7432	Commissions	subject to setoff	122,430.86

[Declaration as in Form 2]

Main Document		Page 5 of 25		
Sunelco, Inc. 2086 US Highway 93 N Ste 130 Victor, MT 59840-9209	Beth C. Linkenhoker Phone 406-642-6422	Trade Debt	subject to setoff	112,165.06
William Chica 5443 West 119th St Inglewood, CA 90304	William Chica 5443 West 119th St Inglewood, CA 90304 1.310.505.0588	Employee reimbursement		85,000.00
Power-Sonic Corporation 7550 Panasonic Way San Diego, CA 91154-8207	Tania Estrada T:619-661.3643	Trade debt	subject to setoff	49,919.95
Vinson & Elkins LLP PO Box 200113 Houston, TX 77216-0113	David R. Johnson The Willard Office Building 1455 Pennsylvania Avenue, NW Washington, DC 20004 Phone (202) 639-6706	trade debt	subject to setoff	38,559.00
Joseph T. Ryerson & Son PO Box 601086 Los Angeles, CA 90060-1086	Keith (323) 726-7111	trade debt	subject to setoff	32,986.87
Ramda Metal Specialties 13012 Crenshaw Blvd. Gardena, CA 90249-1544	Daniel Guevara 1.310.538.2136	trade debt	subject to setoff	24,624.75
Tivoli Lighting 15602 Mosher Ave Tustin, CA 92780-6427	Francisco Amezcua (714) 957-6101	trade debt	subject to setoff	23,035.00
West Coast Steel & Tube PO Box 79630 City of Industry, CA 91716-9630	Fred Jasso (562) 862-1175	trade debt	subject to setoff	18,000.00
SABIC Innovative Plastics Holding 1 Plastics Ave Pittsfield, MA 01201-3662	Jeffrey E. Hebert (562) 942-9381	trade debt	subject to setoff	17,994.00
Shell Oil Company PO Box 9016 Des Moines, IA 50368-9016	(800) 377-5150	trade debt	subject to setoff	16,602.86
Coast Aluminum & Architectural Department 2940 Los Angeles, CA 90084-2940	Laura Strickling (562) 946-6061	trade debt	subject to setoff	15,766.26
Cardinal Industrial Finishes PO Box 9296 El Monte, CA 91733-0965		trade debt		6,889.30
West Coast Flat Bed, Inc. 42455 5Th St E Lancaster, CA 93535-5163	Jeff Ellis (661) 945-9850	trade debt	subject to setoff	11,850.00
Anvil Steel Corporation 137 West 168Th St Gardena, CA 90248-2728	Paul Schifino (310) 329-5811	trade debt	subject to setoff	9,200.00

[Declaration as in Form 2]

Date: 1/19/11



Scott Blakely
President

[Declaration as in Form 2]

Case 2:11-bk-12416-AA Doc 1 Filed 01/19/11 Entered 01/19/11 13:10:10 Desc Main Document 48 Page 7 of 25 Attorney or Party Name, Address, Telephone or FAX Numbers, and California State Bar Number Leslie A. Cohen (SBN 93698) Jaime K. Williams LESLIE COHEN LAW PC 506 Santa Monica Blvd., Suite 200 Santa Monica, CA 90401 T: 310.394.5900 F: 310.394.9280 <input type="checkbox"/> Attorney for:		COURT USE ONLY
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA		
In re: LNI Custom Manufacturing Inc. <div style="text-align: right;">Debtor(s), Plaintiff(s), Defendant(s).</div>		CASE NO.: ADV. NO.: CHAPTER: 11

**Corporate Ownership Statement Pursuant to
FRBP 1007(a)(1) and 7007.1, and LBR 1007-4**

Pursuant to FRBP 1007(a)(1) and 7007.1, and LBR 1007-4, any corporation, other than a governmental unit, that is a debtor in a voluntary case or a party to an adversary proceeding or a contested matter shall file this statement identifying all its parent corporations and listing any publicly held company, other than a governmental unit, that directly or indirectly own 10% or more of any class of the corporation's equity interest, or state that there are no entities to report. This Corporate Ownership Statement must be filed with the initial pleading filed by a corporate entity in a case or adversary proceeding. A supplemental statement must promptly be filed upon any change in circumstances that renders this Corporate Ownership Statement inaccurate.

I, Scott Blakely, the undersigned in the above-captioned case, hereby declare
 (Print Name of Attorney or Declarant)

under penalty of perjury under the laws of the United States of America that the following is true and correct:

[Check the appropriate boxes and, if applicable, provide the required information.]

1. I have personal knowledge of the matters set forth in this Statement because:

- ☒ I am the president or other officer or an authorized agent of the debtor corporation
☐ I am a party to an adversary proceeding
☐ I am a party to a contested matter
☐ I am the attorney for the debtor corporation

2. a. ☒ The following entities, other than the debtor or a governmental unit, directly or indirectly own 10% or more of any class of the corporation's(s') equity interests:

[For additional names, attach an addendum to this form.]

Scott Blakely 100%

b. ☐ There are no entities that directly or indirectly own 10% or more of any class of the corporation's equity interest.

Signature of Attorney or Declarant 1-19-11
 Date

Scott Blakely, President

Printed Name of Attorney or Declarant

This form is optional. It has been approved for use by the United States Bankruptcy Court for the Central District of California.



CERTIFICATE OF LNI Custom Manufacturing Inc., AUTHORIZING FILING
OF PETITION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

I, Scott Blakely, do hereby certify:

1. That I am the President of LNI Custom Manufacturing Inc.

2. On January 17, 2011, the following resolutions were duly enacted, and the same remain in full force and effect, without modification, as of the date hereof:

RESOLVED, that the President of this corporation be and he is hereby authorized to determine, based upon subsequent events and advice of counsel, whether it is desirable and for the best interests of this corporation, its creditors, stockholders and other interested parties, that a Petition be filed by this corporation under the provisions of Chapter 11 of the Bankruptcy Code.

FURTHER RESOLVED that, if the President of this corporation shall make such a determination, then a Petition under said Chapter 11 shall be filed as submitted by the President of the corporation and the same hereby is approved and adopted in all respects, and that the President of this corporation is hereby authorized and directed, on behalf of and in the name of the corporation, to execute and verify such Petition and to cause the same to be filed with the United States Bankruptcy Court, Central District of California or such other venue as may be appropriate.

FURTHER RESOLVED that, the President of this corporation, and/or other officers of the Debtor be and they are hereby authorized to execute and file all petitions, schedules, lists and other papers and to take any and all action which he may deem necessary and proper in connection with such proceedings under said Chapter 11 and in that connection to retain and employ all assistance by legal counsel or otherwise which he may deem necessary and proper with a view to the successful termination of such proceedings.

FURTHER RESOLVED that, the firm of LESLIE COHEN LAW, PC, be and it hereby is retained as attorneys for the corporation in connection with the consulting, preparation, negotiating and institution of and maintaining of such proceedings.

DATED: 1/17/11

Scott Blakely
President

MASTER MAILING LIST
Verification Pursuant to Local Bankruptcy Rule 1007-2(d)

Name Leslie A. Cohen (SBN 93698)

Leslie Cohen Law PC
Address 506 Santa Monica Blvd., Suite 200, Santa Monica, CA 90401

Telephone 310.394.5900

- ☒ Attorney for Debtor(s)
☐ Debtor in Pro Per

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA

List all names including trade names used by Debtor(s) within last
8 years:

LNI Custom Manufacturing Inc.

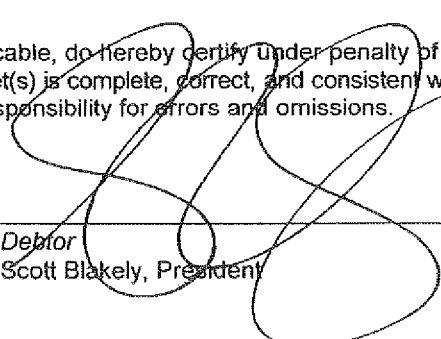
Case No.:

Chapter: 11

VERIFICATION OF CREDITOR MAILING LIST

The above named debtor(s), or debtor's attorney if applicable, do hereby certify under penalty of perjury that the attached Master Mailing List of creditors, consisting of 16 sheet(s) is complete, correct, and consistent with the debtor's schedules pursuant to Local Rule 1007-2(d) and I/we assume all responsibility for errors and omissions.

Date: 1/19/11


Debtor
Scott Blakely, President

Attorney (if applicable)

Joint Debtor

LNI Custom Manufacturing Inc.
12536 Chadron Avenue
Hawthorne, CA 90250

Leslie A. Cohen
506 Santa Monica Blvd
Suite 200
Santa Monica, CA 90401

Office of United States Trustee
725 South Figueroa Street
26th Floor
Los Angeles, CA 90017

Joe Green
Glas Pro
9401 Ann Street
Santa Fe Springs, CA 90670

Kathy Jo O'Connell
Cambridge Architectural
105 Goodwill Rd
Cambridge, MD 21613-2980

David Warda
Alumawall, Inc
1701 S 7th St Ste 9
San Jose, CA 95112-6000

Eva G. Abrams
State Board of Equalization
Legal Dept, Appeals Division (MIC:80)
450 N. Street, PO Box 942879
Sacramento, CA 94279

Julie Rothgeb
Bus Stop, LLC
4239 Oakwood Ave
La Canada, CA 91011-3408

Theresa Roth
18109 Coastline Drive
Malibu, CA 90265

Beth C. Linkenhoker
Sunelco, Inc.
2086 US Highway 93 N
Ste 130
Victor, MT 59840-9209

William Chica
5443 West 119th St
Inglewood, CA 90304

Tania Estrada
Power-Sonic Corporation
7550 Panasonic Way
San Diego, CA 91154-8207

Vinson & Elkins
C/O David R. Johnson
The Willard Office Building
1455 Pennsylvania Avenue, NW
Washington, DC 20004

Vinson & Elkins LLP
PO Box 200113
Houston, TX 77216-0113

Keith
Joseph T. Ryerson & Son
PO Box 601086
Los Angeles, CA 90060-1086

Daniel Guevara
Ramda Metal Specialties
13012 Crenshaw Blvd.
Gardena, CA 90249-1544

Francisco Amezcua
Tivoli Lighting
15602 Mosher Ave
Tustin, CA 92780-6427

Fred Jasso
West Coast Steel & Tube
PO Box 79630
City of Industry, CA 91716-9630

Jeffrey E. Hebert
SABIC Innovative Plastics Holding
1 Plastics Ave
Pittsfield, MA 01201-3662

Shell Oil Company
PO Box 9016
Des Moines, IA 50368-9016

Laura Strickling
Coast Aluminum & Architectural
Department 2940
Los Angeles, CA 90084-2940

Rene
R & E Construction
19500 Blythe St
Reseda, CA 91335-1621

Jeff Ellis
West Coast Flat Bed, Inc.
42455 5Th St E
Lancaster, CA 93535-5163

Paul Schifino
Anvil Steel Corporation
137 West 168Th St
Gardena, CA 90248-2728

A & M General Merchandise
8939 Nevada St
Rosemead, CA 91770-1853

Abesco Inc.
15405 S San Pedro St
Gardena, CA 90248-2321

Abrasive Warehouse & Equipment Co
2071 Del Rio Way
Ontario, CA 91761-8038

AC Signs, LLC
11609 S Orange Blossom Trl Ste 205
Orlando, FL 32837-9438

Action Blueprint Co.
12587 Crenshaw Blvd
Hawthorne, CA 90250-3302

AFCO - Insurance Premium
Dept LA 21315
Pasadena, CA 91185-1315

Airgas-West
4007 Paramount Blvd Ste 100
Lakewood, CA 90712-4138

ALPS Technology
39300B Valley Blvd
Walnut, CA 91789

Aluminio de Baja California
PO Box 1399
Chula Vista, CA 91912-1399

Ameresco, Inc.
111 Speen St Ste 410
Framingham, MA 01701-2090

American Express
PO Box 0001
Los Angeles, CA 90096-8000

Aramark Uniform Service
PO Box 1799
Paramount, CA 90723-1799

Archuleta Concrete
79607 Country Club Dr Ste 1
Bermuda Dunes, CA 92203-1207

AT&T - SALES OFFICE
Payment Center
Sacramento, CA 95887-0001

Bank of America
PO Box 301200
Los Angeles, CA 90030-1200

Bayside Medical Center
2301 W El Segundo Blvd
Hawthorne, CA 90250-3315

Bedford Technology, LLC
PO Box 609
Worthington, MN 56187-0609

Beta Voip LLC
416 W San Ysidro Blvd Ste L
San Ysidro, CA 92173-2423

Bob Murray Trucking
PO Box 401
Glide, OR 97443-0401

Border Cross Solutions
8580 Avenue De La Fuente Ste C
San Diego, CA 92154-6284

Caprenos Inc
4345 Murphy Canyon Rd Ste 200
San Diego, CA 92123-4362

Cerenico G. Madrona, P.E.
7432 Ostrom Ave
Van Nuys, CA 91406-2525

Chris Para
4610 W. 129th St.
Hawthorne, CA 90250

Clean Harbors Env
42 Longwater Dr
Norwell, MA 02061-1612

Comerica Bank
2321 Rosecrans Ave Ste 1225
El Segundo, CA 90245-4977

Construction Laborers Trust Funds
4401 Santa Anita Ave Ste 201
, El Monte CA

COVAD Communications
Department 33408
PO Box 39000
San Francisco, CA 94139-0001

Craft Master Sign Corporation
1756 NW Grand Ave
Phoenix, AZ 85007-1834

Crenshaw Wholesale Electric
13441 S Western Ave
Gardena, CA 90249-1927

Custom Companies, The
PO Box 3330
Northlake, IL 60164-3330

D. B. Roberts Company
800 Del Norte Blvd
Oxnard, CA 93030-8971

David R. Ehrlich
PO Box 1089
Camarillo, CA 93011-1089

Diamond Perforated Metals, Inc
PO Box 712544
Cincinnati, OH 45271-2544

DMV Renewal
PO Box 942897
Sacramento, CA 94294-0894

Doringer Cold Saws, Inc.
13400 Estrella Ave
Gardena, CA 90248-1513

Duran Freight
PO Box 1037
Tecate, CA 91980-1037

eBidboard
Construction Bidboard, Inc.
PO Box 534606
Atlanta, GA 30353-4000

EDD
PO Box 826276
Sacramento, CA 94230-6276

Excel Finishing Equipment
16125 Orange Ave
Paramount, CA 90723-4824

Falcon Leasing
PO Box 74
Marshall, MN 56258-0074

FedEx
PO Box 7221
Pasadena, CA 91109-7321

Gavrieli Plastics, Metals & Sign Supplies
11733 Sherman Way
N Hollywood, CA 91605-3721

Golden Eagle Insurance
PO Box 85834
San Diego, CA 92186-5834

Hamburg, Karic, Edwards & Martin LLP
1900 Avenue of the Stars Ste 1800
Los Angeles, CA 90067-4409

Hansen Steel Services
9703 Norwalk Blvd
Santa Fe Springs, CA 90670-2933

Hartlauer Bits
PO Box 22535
Eugene, OR 97402-0419

Heller & Edwards
9454 Wilshire Blvd Ste 500
Beverly Hills, CA 90212-2982

HK Trucking
136 W 168Th St
Gardena, CA 90248-2729

IAB
1655 St Andrews Cove
San Ysidro, CA 92154

Industrial Metal Supply
8300 San Fernando Rd
Sun Valley, CA 91352-3222

IOTEC
12335 McCann Dr
Santa Fe Spring, CA 90670-3334

Jack McDonald Signs
2017 O St
Lincoln, NE 68516-1038

Joe Sines
1201 Idaho Ave Apt 6
Santa Monica, CA 90403-3015

JRV Products Inc
PO Box 5645
Orange, CA 92863-5645

Katch Design Co.
3953 W 139Th St
Hawthorne, CA 90250-7404

Kilmer Wagner & Wise Paper
12751 Monarch St
Garden Grove, CA 92841-3920

Klingspor Abrasives Inc
PO Box 2367
Hickory, NC 28603-2367

L & J Supply Co
16257 Illinois Ave
Paramount, CA 90723-4903

L.A. County Tax Collector
PO Box 54018
Los Angeles, CA 90054-0018

L.A. Superior Court
West Los Angeles Superior Court
1633 Purdue Ave
Los Angeles, CA 90025-3117

La Opinion
PO Box 15093
Los Angeles, CA 90015-0093

Labor Commissioner, State of California
Department of industrial relations
Division of Labor Standards Enforcement
300 Oceangate, Suite 302
Long Beach, CA 90802

LAX Freight Services
1655 Saint Andrews Cv
San Diego, CA 92154-8213

MDP Supply, Inc.
1030 Calle Sombra Ste A
San Clemente, CA 92673-6266

MK Battery
1631 S Sinclair St
Anaheim, CA 92806-5929

N. Glantz & Son, Inc
PO Box 856300
Louisville, KY 40285-6300

NAPS
910 Camino Del Mar Ste F
Del Mar, CA 92014-2800

Phoenix Saw Works, Inc
13218 S Western Ave
Gardena, CA 90249-1924

Praxair Mexico, S de R.L. de C.V.
Blvd Insurgentes #17600
Frac El Lago Tijuana, BC 22550

Presentation Media, Inc.
13040 Cerise Ave
Hawthorne, CA 90250-5523

Qualified Benefits
21021 Ventura Blvd Ste 100
Woodland Hills, CA 91364-2200

R & E Construction
19500 Blythe St
Reseda, CA 91335-1621

Santa Fe Bending
16220 Illinois Ave
Paramount, CA 90723-4904

SCG
PO Box C
Monterey Park, CA 91754-0932

Scott, Douglass & McConnico, LLP
One American Center
600 Congress Ave FL 15
Austin, TX 78701-3238

Sheaves, Inc.
195 Leonard Dr Unit 5
Groton, CT 06340-5341

Sign Industries, Inc.
2101 Carillo Privado
Ontario, CA 91761-7600

Sims Welding Supply Co
2445 South St
Long Beach, CA 90805-4425

Smalley and Company
861 S Jason St
Denver, CO 80223-2817

Sparkletts - SALES OFFICE
PO Box 660579
Dallas, TX 75266-0579

Spates Excavation
1333 Thousand Oaks Blvd Ste 210
Thousand Oaks, CA 91362-6270

Spherics
3118 1/4 Rosecrans Ave
Hawthorne, CA 90250-7827

Structural Technology Consultants Inc
651 Arroyo Dr
San Diego, CA 92103-6401

Toshiba America Business Solut
PO Box 31001
Pasadena, CA 91110-0271

Trackstar Printing
9133 S La Cienega Blvd Ste 230
Inglewood, CA 90301-7455

Trim-Lok
6855 Hermosa Circle
Buena Park, CA 90622

Underwriters Laboratories, Inc
PO Box 75330
Chicago, IL 60675-5330

US Bank
Vendor Services
PO 790448
Saint Louis, MO 63179-0448

Vivitar Security Systems
2441 W 205Th St C105
Torrance, CA 90501-1463

Walnut Plastics, Inc
PO Box 639
Walnut, CA 91788-0639

Weldex
482 W San Ysidro Blvd Ste 516
San Ysidro, CA 92173-2449

WTAS
PO Box 200988
Pittsburgh, PA 15251-0988

Xlnt Tint
2940 E La Palma Ave Ste C
Anaheim, CA 92806-2619

Appendix K

CERTIFICATION OF QUALIFICATION

The Proposer, consisting of Martin Outdoor Media
Company Name

Certifies through the enclosed notarized affidavit that it has provided similar and continuous service for a minimum of two years in each of the two following categories:

1. The construction of and routine maintenance of advertising bus benches
2. The placement of advertising on bus benches and the generation of revenues shared with municipalities.

The City reserves the right to disqualify any Proposer who fails to present sufficient continuous service experience in all areas listed above.

For each year of operation, provide written references to document service history as follows:

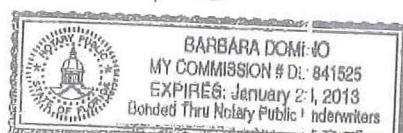
- a. Client References: Designate as past or current client, designate references for overall program management, revenue sharing and overall accountability.
- b. Record of any conflicts and resolutions

The following responses to the enclosed Certification of Qualification form represent an accurate record of experience, capability and available references (attach additional sheets as necessary)

Scott Martin
Print Name


Signature

7/30/10
Date



STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I, _____, do hereby certify that I have appeared Scott Martin who is personally known to me and after being duly sworn has subscribed before me on this 30th Day of July, 2010.

Certification of Qualification (attachment)

1. Client References: See References and Capacity to Perform sections of our bid package
2. Record of any conflicts and resolutions: We have not had any conflicts or resolutions regarding our contracts with municipal organizations.

Martin Outdoor Media, LLC
150 NW 70th Avenue, Suite #3
Plantation, Florida 33317

March 15, 2011

Ms. Shannon Eastenson
Bureau of Street Services
1149 South Broadway, Ste. 400
Los Angeles, California 90015

Re: Extension of Proposal.

Dear Shannon:

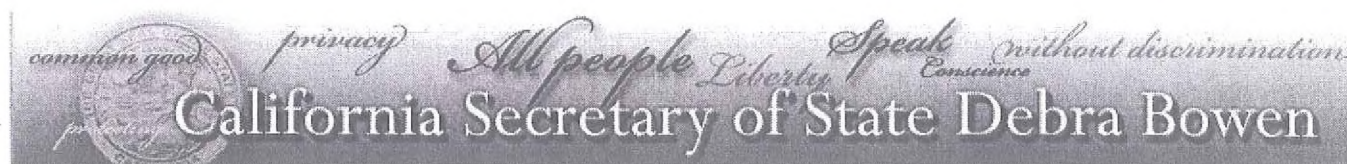
We understand that the Request for Proposal promulgated by the City states that the proposals submitted pursuant thereto are irrevocable for 240 days, which would mean that our proposal is set to expire on March 30, 2011. Please be advised that we hereby agree to extend our proposal for 60 days, and would thus our proposal will now have an expiration date of May 31, 2011.

Please let us know if we can be of further assistance in this matter.

Best regards,



Scott Martin
President



Secretary of State

Administration

Elections

Business Programs

Political Reform

Archives

Registries

Business Entities (BE)

Online Services

- Business Search
- Disclosure Search
- E-File Statements
- Processing Times

Main Page

Service Options

Name Availability

Forms, Samples & Fees

Annual/Biennial Statements

Filing Tips

Information Requests

(certificates, copies & status reports)

Service of Process

FAQs

Contact Information

Resources

- Business Resources
- Tax Information
- Starting A Business
- International Business Relations Program

Customer Alert

(misleading business solicitations)

Business Entity Detail

Data is updated weekly and is current as of Friday, May 13, 2011. It is not a complete or certified record of the entity.

Entity Name:	MARTIN OUTDOOR MEDIA, LLC
Entity Number:	201102510101
Date Filed:	01/10/2011
Status:	ACTIVE
Jurisdiction:	DELAWARE
Entity Address:	150 NW 70TH AVE #3
Entity City, State, Zip:	PLANTATION FL 33317
Agent for Service of Process:	RANDALL N SMITH
Agent Address:	1317 BEVERLY ESTATE DR
Agent City, State, Zip:	BEVERLY HILLS CA 90210

* Indicates the information is not contained in the California Secretary of State's database.

* **Note:** If the agent for service of process is a corporation, the address of the agent may be requested by ordering a status report.

- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

[Modify Search](#)
[New Search](#)
[Printer Friendly](#)
[Back to Search Results](#)
[Privacy Statement](#) | [Free Document Readers](#)

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ATTACHMENT 10

M11000001958

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

L. SELLERS

APR 19 2011

EXAMINER

[Signature]

Office Use Only



600197235626

03/14/11--01031--005 **125.00

FILED

11 APR 18 PM 4:00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Martin Outdoor Media, LLC

Name of Limited Liability Company

The enclosed "Application by Foreign Limited Liability Company for Authorization to Transact Business in Florida," Certificate of Existence, and check are submitted to register the above referenced foreign limited liability company to transact business in Florida..

Please return all correspondence concerning this matter to the following:

Barbara Flutie

Name of Person

InSite MediaCom 2, LLC

Firm/Company

150 NW 70th Ave., Suite 3

Address

Plantation, FL 33317

City/State and Zip Code

BFlutie1@aol.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Barbara Flutie

Name of Person

at (954)

581-6616

Area Code & Daytime Telephone Number

MAILING ADDRESS:

Division of Corporations
Registration Section
P.O. Box 6327
Tallahassee, FL 32314

STREET ADDRESS:

Division of Corporations
Registration Section
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Enclosed is a check for the following amount:

☒ \$125.00 Filing Fee

☐ \$130.00 Filing Fee &
Certificate of Status

☐ \$155.00 Filing Fee &
Certified Copy

☐ \$160.00 Filing Fee, Certificate
of Status & Certified Copy



FLORIDA DEPARTMENT OF STATE
Division of Corporations

March 16, 2011

BARBARA FLUTIE
150 NW 70TH AVENUE, STE. 3
PLANTATION, FL 33317

SUBJECT: MARTIN OUTDOOR MEDIA, LLC
Ref. Number: W11000014959

We have received your document for MARTIN OUTDOOR MEDIA, LLC and your check(s) totaling \$125.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The name designated in your document is unavailable since it is the same as, or it is not distinguishable from the name of an existing entity. Section 608.406, Florida Statutes, was amended effective July 1, 2007, to require the name of a limited liability company to be distinguishable from the names of all other filings filed with the Division of Corporations, except for fictitious name registrations and general partnership registrations.

Please select a new name and make the correction in all the appropriate places. One or more words may be added to make the name distinguishable from the one presently on file. Adding of Florida or Florida to the end of the name is not acceptable. A search for name availability can be made on the Internet through the Division's records at www.sunbiz.org.

Please note the name of a limited liability company must end with the words Limited Liability Company, the abbreviation L.L.C., or the designation LLC. The word Limited may be abbreviated as Ltd. and the word Company may be abbreviated as Co. The following suffixes are no longer acceptable: Limited Company, L.C., and LC.

A certificate of existence or a certificate of good standing, dated no more than 90 days prior to the delivery of the application to the Department of State, duly authenticated by the secretary of state or other official having custody of the records in the jurisdiction under the laws of which it is incorporated/organized, must be submitted to this office. A translation of the certificate under oath of the translator must be attached to a certificate which is in a language other than the English language. A photocopy of this certificate is not acceptable.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call
(850) 245-6967.

Leslie Sellers
Regulatory Specialist II

Letter Number: 011A00006366

www.sunbiz.org

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

Marlyn A. Friend, Esq.
Martin Outdoor Media, LLC
150 NW 70th Avenue, Suite 3
Plantation, Florida 33317

April 8, 2011

Ms. Leslie Sellers
Regulatory Specialist II
Florida Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

Re: Martin Outdoor Media, LLC, Ref. Number W11000014959.

Dear Ms. Sellers:

We are in receipt of your letter dated March 16, 2011 wherein you informed us that our name, "Martin Outdoor Media, LLC", is not available because it is not distinguishable from one or more existing entities.

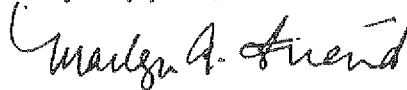
Section 608.406(2), Florida Statutes (attached for your convenience), allows us to register under a name that is otherwise not distinguishable from existing entities, so long as we have obtained the consent to the use of such name from each of the existing entities. To that end, we enclose herewith consents from the following entities:

1. Martin Outdoor Media, Inc.
2. Martin Outdoor Media of Broward, Inc.
3. Martin Outdoor Media of Central Florida, Inc.
4. Martin Outdoor Media of Colorado, Inc.
5. Martin Outdoor Media of North Florida, Inc.

We also enclose the documents previously submitted, and request again that you accept Martin Outdoor Media, LLC's application to transact business in Florida under its name.

Please feel free to contact me with any questions at (310) 860-9800.

Very truly yours,



Marlyn A. Friend
General Counsel

MARTIN OUTDOOR MEDIA, INC.
a Florida corporation

CERTIFICATE OF CONSENT TO USE OF NAME

MARTIN OUTDOOR MEDIA, INC., a Florida corporation, (the "Company"), identified by the Florida Department of State, Division of Corporations, with Document Number: **P99000063232** and with a mailing address of 161 NE 166th Street, Miami, Florida 33162, hereby submits the following statements in accordance with Section 608.406(2), Florida Statutes:

1. The Company understands that **MARTIN OUTDOOR MEDIA, LLC**, a Delaware limited liability company (the "Applicant"), has been denied the right to use the name "**MARTIN OUTDOOR MEDIA, LLC**" by the Florida Department of State, Division of Corporations, because such name is not distinguishable from the Company's name on the records of the Division of Corporations of the Department of State;

2. The Company further understands that Section 608.406(2) of Florida Statutes permits the Company (and its affiliated companies with similar names) to consent to the use of the name "**MARTIN OUTDOOR MEDIA, LLC**" by the Applicant, in which case the Applicant would be entitled to use such name;

3. The Company hereby consents to the use of the name "**MARTIN OUTDOOR MEDIA, LLC**" by Applicant to conduct its business within the State of Florida, even though the Florida Department of State, Division of Corporations has decided that such name is not distinguishable from the name of the Company; and

4. The Company declares that all corporate action necessary to ratify and confirm the statements of the Company set forth in this **CERTIFICATE OF CONSENT TO USE OF NAME** has been taken.

THIS CERTIFICATE OF CONSENT TO USE OF NAME has been duly executed by the President of **MARTIN OUTDOOR MEDIA, INC.**, to be effective as of this 1st day of April, 2011.

MARTIN OUTDOOR MEDIA, INC.
a Florida corporation

By: _____

Scott Martin
Its: President

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO
TRANSACTION BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 608.503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN
LIMITED LIABILITY COMPANY TO TRANSACTION BUSINESS IN THE STATE OF FLORIDA:

1. Martin Outdoor Media, LLC

(Name of Foreign Limited Liability Company; must include "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida and attach a copy of the written consent of the managers or managing members adopting the alternate name. The alternate name must include "Limited Liability Company," "L.L.C.," "LLC.")

2. Delaware

(Jurisdiction under the law of which foreign limited liability company is organized)

3. 27-4707406

(FEI number, if applicable)

4. January 3, 2011

(Date of Organization)

5. perpetual

(Duration: Year limited liability company will cease to exist or "perpetual")

6. N/A

(Date first transacted business in Florida, if prior to registration.)
(See sections 608.501 & 608.502 F.S. to determine penalty liability)

7. 150 NW 70th Ave., Suite 3

Plantation, FL 33317

(Street Address of Principal Office)

8. If limited liability company is a manager-managed company, check here ☐

9. The name and usual business addresses of the managing members or managers are as follows:

InSite MediaCom 2, LLC, 150 NW 70th Ave. Suite 3, Plantation, FL 33317

Martin Outdoor Media, Inc., 151 NE 166th St., Miami, FL 33162

10. Attached is an original certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (A photocopy is not acceptable. If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted.)

11. Nature of business or purposes to be conducted or promoted in Florida: Administrative



Signature of a member or an authorized representative of a member.

(In accordance with section 608.408(3), F.S., the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.)

Glenn Flutie, Managing Member

Typed or printed name of signee

FILED
11 APR 18 PM 4:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTION 608.415 or 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the Limited Liability Company is:

Martin Outdoor Media, LLC

If unavailable, the alternate to be used in the state of Florida is:

2. The name and the Florida street address of the registered agent and office are:

Glenn Flutie

(Name)

150 NW 70th Ave, Suite 3

Florida Street Address (P.O. Box **NOT** ACCEPTABLE)

Plantation,

FL 33317

City/State/Zip

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, Florida Statutes.



(Signature)

\$ 100.00	Filing Fee for Application
\$ 25.00	Designation of Registered Agent
\$ 30.00	Certified Copy (optional)
\$ 5.00	Certificate of Status (optional)

Delaware

PAGE 1

The First State

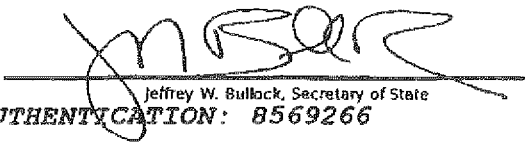
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "MARTIN OUTDOOR MEDIA OF LOS ANGELES, LLC", CHANGING ITS NAME FROM "MARTIN OUTDOOR MEDIA OF LOS ANGELES, LLC" TO "MARTIN OUTDOOR MEDIA, LLC", FILED IN THIS OFFICE ON THE SIXTEENTH DAY OF FEBRUARY, A.D. 2011, AT 6:59 O'CLOCK P.M.

4921316 8100

110170099

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8569266

DATE: 02-17-11

CITY OF LOS ANGELES RESPONSIBILITY QUESTIONNAIRE

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM. In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

Bureau of Street Services
City Department/Division Awarding Contract

Lance Oishi
City Contact Person

Phone _____

City Bus Bench Program
City Bid or Contract Number (if applicable) and Project Title

BIDDER/CONTRACTOR INFORMATION

Martin Outdoor Media
Bidder/Proposer Business Name

152 NE 167th St
Street Address

Miami
City

FL
State

33162
Zip

Scott Martin - President
Contact Person, Title

954-858-4973
Phone

Fax _____

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

- ☒ An initial submission of a completed Questionnaire.
- ☐ An update of a prior Questionnaire dated ____/____/____.
- ☐ No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated ____/____/____ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Scott Martin
Print Name, Title

[Signature]
Signature

7/30/10
Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: _____

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections D through H will not be posted on the Internet but will be made available to the public for review upon request. Make copies of this Attachment if additional pages are needed.

Page _____

Contracts over Past 5 years

- ° Please see capacity to perform section of proposal

B. BUSINESS ORGANIZATION/STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

☒ Corporation: Date incorporated: 10/30/99 State of incorporation: FL

List the corporation's current officers.

President: Scott Martin

Vice President: Tom Comeau

Secretary: _____

Treasurer: _____

☐ Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

gm
☒ Limited Liability Company: Date of formation: ____/____/____ State of formation: Florida

List members who own 5% or more of the company. Use Attachment A if more space is needed.

Scott Martin

David Nelson

Tom Comeau

☐ Partnership: Date formed: ____/____/____ State of formation: _____

List all partners in your firm. Use Attachment A if more space is needed.

☐ Sole Proprietorship: Date started: ____/____/____

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

☐ Joint Venture: Date formed: ____/____/____

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

☐ Yes ☐ No

If Yes, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

☐ Yes ☐ No

If Yes, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

☐ Yes ☒ No

If Yes, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

☒ Yes ☐ No

If Yes, list on Attachment A the name of the corporation or partnership that actually holds the license.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

The responses to the remaining questions in this Questionnaire will not be posted on the internet but will be made available to the public for review upon request. Contact the appropriate Designated Administrative Agency.

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?

☐ Yes ☒ No

If Yes, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

7. How many years has your firm been in business? _____ Years.

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

☐ Yes ☒ No

If Yes, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

☐ Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

F. DISPUTES

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check Yes even if the matter proceeded to arbitration without court litigation. For part (c), check Yes only if the matter proceeded to court litigation. If you answer Yes to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case, the date each case was filed; and the disposition/current status of each case.

(a) Payment to subcontractors?

☐ Yes ☒ No

(b) Work performance on a contract?

☐ Yes ☒ No

(c) Employment-related litigation brought by an employee?

☐ Yes ☒ No

14. Does your firm have any outstanding judgements pending against it?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

15. In the past five years, has your firm been assessed liquidated damages on a contract?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

G. COMPLIANCE

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check Yes if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check Yes to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

(a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

(c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

☐ Yes ☒ No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

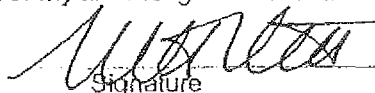
☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Scott Martin - President
Print Name, Title


Signature

7/30/10
Date

BUS BENCH PROGRAM
REQUEST FOR PROPOSAL
ORAL PRESENTATION

2:48

Review Panel:

Lance Oishi, Department of Public Works - Bureau of Street Services
Tom Chang, Department of Transportation
Simon Pastucha, Department of Planning

Company Name NORMAN BENCH AD. INC. Date of Presentation 9.15.10

Presenters: BILL GIAMELA

ANGIE CAMPOS

BILL (JR.) GIAMELA

ATTACHMENT 13

Overall Rating	Rating Scale	Total Points
Overall Rating of Company – Explain your rating of the company	90-100 Outstanding 80-90 Good 70-80 Adequate 60-70 Inadequate	<div>62</div> <div>15 16 14 10 5 62</div>
NO PRESENTATION		
SELECTIVE ADVERTISEMENTS		
PRESENTED IN RFP		
Overall presentation was weak. Norman was unprepared for its interview. Many questions were either not answered immediately or the responses were vague. Norman repeated your impression that they deserved the next contract simply because they were the incumbent. They "rested on their laurels". In reality, their attitudes, body language, overall		

15
16
14
10
5
62

BUS BENCH PROGRAM
REQUEST FOR PROPOSAL
ORAL PRESENTATION

Review Panel:

Lance Oishi, Department of Public Works - Bureau of Street Services
Tom Chang, Department of Transportation
Simon Pastucha, Department of Planning

Company Name Norman Bench Advertising, Inc Date of Presentation 9/15/Wed/2010 @ 1 PM
Presenters: William Giannella and
his son plus Angie

Overall Rating	Rating Scale	Total Points
Overall Rating of Company – Explain your rating of the company	90-100 Outstanding	
<u>Pros</u>	80-90 Good	1. 12/20
• As incumbent, the company knows the City well	70-80 Adequate	2. 17/25
and has "successfully" installed over 14,000 bus	60-70 Inadequate	3. 17/25
benches throughout City of LA.		4. 10/20
• The company is financially sound & viable		5. 6/10
<u>Cons</u>		<u>62/100</u>
• Lack of marketing plan for bench advertising		
• Lack of monitoring and tracking programs for		
bus benches		
• Lack of an effective maintenance plan for benches		
• Unclear of staff deployment for the bench program		


BUS BENCH PROGRAM
REQUEST FOR PROPOSAL
ORAL PRESENTATION

Review Panel:

Lance Oishi, Department of Public Works - Bureau of Street Services
Tom Chang, Department of Transportation
Simon Pastucha, Department of Planning

Company Name NORMAN BENCH ADVERTISING Date of Presentation SEPT 15, 2010

Presenters: _____

Overall Rating	Rating Scale	Total Points
Overall Rating of Company – Explain your rating of the company	90-100 Outstanding 80-90 Good 70-80 Adequate 60-70 Inadequate	
10/20 - Maintenance - didn't guarantee standard (minimum cleaning)		
10/10 - Stability - unclear		
10/20 Past Performance - poor quality and		
15/25 Compensation Package - do not look for new business / never exceeded minimums		
15/25 Bench Program is poor and no modernized		

PROPOSAL REVIEW SPREADSHEET AND SUMMARY OF EVALUATION RATING

9/23/2010

MAXIMUM SCORE

20

OVERALL AVERAGE SCORES

25

25

20

10

= 100

Company	Past Performance	Compensation	Proposed Program	Maintenance Plan	Financial Stability	Total
Creative Outdoor Advertising	18	20	21	10	10	84
Martin Outdoor Media	19	20	22	19	10	91
Norman Bench Ad	17	18	15	8	7	57

INDIVIDUAL RATERS SCORES

Rater 1	Past Performance	Compensation	Proposed Program	Maintenance Plan	Financial Stability	Total
Creative Outdoor Advertising	15	23	20	17	10	85
Martin Outdoor Media	19	20	24	18	10	91
Norman Bench Ad	10	15	15	5	5	50
Rater 2						
Creative Outdoor Advertising	20	15	22	15	10	82
Martin Outdoor Media	20	20	20	20	10	90
Norman Bench Ad	10	15	15	10	10	60
Rater 3						
Creative Outdoor Advertising	20	21	20	15	8	85
Martin Outdoor Media	19	21	23	19	10	92
Norman Bench Ad	15	18	14	10	5	62

571-L		BUSINESS PROPERTY STATEMENT						2011							
COUNTY OF LOS ANGELES • Email: helpdesk@assessor.lacounty.gov • Website: assessor.lacounty.gov • OFFICE OF THE ASSESSOR (Declaration of costs and other related property information as of 12:01 A.M., January 1, 2011) Si desea ayuda en Español, llame al número 213.974.3211.															
FILE RETURN BY APRIL 1, 2011								COMPANY NUMBER _____							
ROUTING	SITUS	ACCT. FORM	AUDIT	P.C.	B.C.C.	ASSEMBLE WITH		S BR U HM HQ BM							
ASSESSOR'S USE ONLY															
NAME AND MAILING ADDRESS (Make necessary corrections to the printed name and mailing address.)								ASSESSOR'S USE ONLY <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">TAX RATE AREA</td> <td style="width: 70%;">ASSESSOR'S IDENTIFICATION NUMBER</td> </tr> <tr> <td>MAP BOOK</td> <td>PAGE</td> </tr> <tr> <td colspan="2">PARCEL</td> </tr> </table>		TAX RATE AREA	ASSESSOR'S IDENTIFICATION NUMBER	MAP BOOK	PAGE	PARCEL	
TAX RATE AREA	ASSESSOR'S IDENTIFICATION NUMBER														
MAP BOOK	PAGE														
PARCEL															
LOCATION OF THE BUSINESS PROPERTY (File a separate statement for each location.)															
RETURN THIS ORIGINAL FORM. COPIES WILL NOT BE ACCEPTED.															
PART I: GENERAL INFORMATION COMPLETE (a) THRU (g)								ASSESSOR'S USE ONLY							
a. Enter type of business: _____ b. Enter local telephone number () _____ FAX number () _____ E-Mail Address (optional) _____ c. Do you own the land at this business location? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, is the name on your deed recorded as shown on this statement? <input type="checkbox"/> YES <input type="checkbox"/> NO d. When did you start business at this location? DATE: _____ If your business name or location has changed from last year, enter the former name and/or location: _____ e. Enter location of general ledger and all related accounting records (include zip code): _____ f. Enter name and telephone number of authorized person to contact at location of accounting records: _____								g. During the period of January 1, 2010 through December 31, 2010: (1) Did any individual or legal entity (corporation, partnership, limited liability company, etc.) acquire a "controlling interest" (see instructions for definition) in this business entity? <input type="checkbox"/> YES <input type="checkbox"/> NO (2) If YES, did this business entity also own "real property" (see instructions for definition) in California at the time of the acquisition? <input type="checkbox"/> YES <input type="checkbox"/> NO (3) If YES to both questions (1) and (2), filer must submit form BOE-100-B, Statement of Change in Control and Ownership of Legal Entities, to the State Board of Equalization. See instructions for filing requirements.							
PART II: DECLARATION OF PROPERTY BELONGING TO YOU (attach schedule for any adjustment to cost)								ASSESSOR'S USE ONLY							
COST (omit cents) (see instructions)								FULL CASH VALUE							
1. Supplies 2. Equipment (From line 38) 0 3. Equipment out on lease, rent, or conditional sale to others (Attach Schedule) 4. Bldgs., Bldg. Impr., and/or Leasehold Impr., Land Impr., Land (From line 63) 0 5. Construction in Progress (Attach Schedule) 6. Alternate Schedule A (See instructions) 7. 8.								J L TOTAL F.C.V. J LESS FIXTURES L PERSONAL PROP.							
PART III: DECLARATION OF PROPERTY BELONGING TO OTHERS - IF NONE WRITE "NONE" (SPECIFY TYPE BY CODE NUMBER) Report conditional sales contracts that are not leases on Schedule A 1. Leased equipment 2. Lease-purchase option equipment 3. Capitalized leased equipment 4. Vending equipment 5. Other businesses 6. Government-owned property								Year of Acq. Year of Mfr. Description and Lease or Identification Number Cost to Purchase New Annual Rent							
9. Lessor's name _____ Tax Obligation: A. Lessor B. Lessee Mailing address _____ 10. Lessor's name _____ Mailing address _____								ADD INTEREST AFTER _____ APPLY 10% PEN AE DEPUTY							
OWNERSHIP TYPE (A) Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other <input type="checkbox"/>								DECLARATION BY ASSESSEE Note: The following declaration must be completed and signed. If you do not do so, it may result in penalties. I declare under penalty of perjury under the laws of the State of California that I have examined this property statement, including accompanying schedules, statements or other attachments, and to the best of my knowledge and belief it is true, correct, and complete and includes all property required to be reported which is owned, claimed, possessed, controlled, or managed by the person named as the assessee in this statement at 12:01 a.m. on January 1, 2011. SIGNATURE OF ASSESSEE OR AUTHORIZED AGENT* _____ DATE _____ NAME OF ASSESSEE OR AUTHORIZED AGENT* (typed or printed) _____ TITLE _____ NAME OF LEGAL ENTITY (other than DBA) (typed or printed) _____ FEDERAL EMPLOYER ID NUMBER _____ PREPARED BY'S NAME AND ADDRESS (typed or printed) _____ TELEPHONE NUMBER _____ TITLE _____ () _____							
BUSINESS DESCRIPTION (A) Retail <input type="checkbox"/> Wholesale <input type="checkbox"/> Manufacturer <input type="checkbox"/> Service/Professional <input type="checkbox"/>								USER CODE _____ YR AE _____							
*Agent: see page (P6) for Declaration by Assessee instructions.															

THIS STATEMENT SUBJECT TO AUDIT
 INFORMATION PROVIDED ON A PROPERTY STATEMENT MAY BE SHARED WITH THE STATE BOARD OF EQUALIZATION

SCHEDULE A		COST DETAIL: EQUIPMENT <small>(Do not include property reported in Part II.)</small>								2011	
		Include expensed equipment and fully depreciated items. Include sales or use tax (see instructions for important use tax information), freight and installation costs. Attach schedules as needed. Lines 20, 24, and 36 "Prior" - Report detail by year(s) of acquisition on a separate schedule.									
LINE NO	Calendar Year of Acq.	① MACHINERY AND EQUIPMENT FOR INDUSTRY, PROFESSION, OR TRADE <small>(do not include licensed vehicles)</small>		② OFFICE FURNITURE AND EQUIPMENT		③ OTHER EQUIPMENT <small>(describe)</small>		⑤a PERSONAL COMPUTERS <small>(see instructions)</small>			
		COST	ASSESSOR'S USE ONLY	COST	ASSESSOR'S USE ONLY	COST	ASSESSOR'S USE ONLY	COST	ASSESSOR'S USE ONLY		
11	2010										
12	2009										
13	2008										
14	2007										
15	2006										
16	2005										
17	2004										
18	2003										
19	2002										
20	2001										
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25	1996										
26	1995										
27	1994										
28	1993										
29	1992										
30	1991										
31	1990										
32	1989										
33	1988										
34	1987										
35	1986										
36	Prior										
37	Total	0		0		0		0		0	
38 Add TOTALS on lines 21, 25, 37 and any additional schedules. ENTER HERE AND ON PART II, LINE 2 <div style="float: right; border: 1px solid black; width: 100px; text-align: center;">0</div>											
SCHEDULE B		COST DETAIL: BUILDINGS, BUILDING IMPROVEMENTS, AND/OR LEASEHOLD IMPROVEMENTS, LAND IMPROVEMENTS, LAND AND LAND DEVELOPMENT								2011	
		Attach schedules as needed. Line 61 "Prior" - Report detail by year(s) of acquisition on a separate schedule.									
LINE NO	Calendar Year of Acq.	BUILDINGS, BUILDING IMPROVEMENTS, AND/OR LEASEHOLD IMPROVEMENTS				③ LAND IMPROVEMENTS <small>(e.g., blacktop, curbs, fences)</small>		④ LAND AND LAND DEVELOPMENT <small>(e.g., fill, grading)</small>			
		① STRUCTURE ITEMS ONLY <small>(see instructions)</small>		② FIXTURES ONLY <small>(see instructions)</small>		COST	ASSESSOR'S USE ONLY	COST	ASSESSOR'S USE ONLY	COST	ASSESSOR'S USE ONLY
39	2010										
40	2009										
41	2008										
42	2007										
43	2006										
44	2005										
45	2004										
46	2003										
47	2002										
48	2001										
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51	1998										
52	1997										
53	1996										
54	1995										
55	1994										
56	1993										
57	1992										
58	1991										
59	1990										
60	1989										
61	Prior										
62	Total	0		0		0		0		0	
63 Add TOTALS on line 62 and any additional schedules. ENTER HERE AND ON PART II, LINE 4. <div style="float: right; border: 1px solid black; width: 100px; text-align: center;">0</div>											
64 Have you received allowances for tenant improvements for the current reporting period that are not reported above? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes indicate amount \$ _____											
REMARKS:											

FORM 571 - L	BUSINESS PROPERTY STATEMENT COUNTY OF LOS ANGELES	OFFICE OF THE ASSESSOR 2011
OFFICIAL REQUEST DO NOT RETURN THESE INSTRUCTIONS		
<p>California law prescribes a yearly ad valorem tax based on property as it exists at 12:01 a.m. on January 1 (tax lien date). This form constitutes an official request that you declare all assessable business property situated in this county which you owned, claimed, possessed, controlled, or managed on the tax lien date, and that you sign (under penalty of perjury) and return the statement to the Assessor's Office by the date cited on the face of the form as required by law. Failure to file the statement during the time provided in section 441 of the Revenue and Taxation Code will compel the Assessor to estimate the value of your property from other information in the Assessor's possession and add a penalty of 10 percent of the assessed value as required by section 463 of the Code.</p> <p>If you own taxable personal property in any other county whose aggregate cost is \$100,000 or more for any assessment year, you must file a property statement with the Assessor of that county whether or not you are requested to do so. Any person not otherwise required to file a statement shall do so upon request of the Assessor regardless of aggregate cost of property. The Assessor of the county will supply you with a form upon request.</p> <p>Except for the "DECLARATION BY ASSESSEE" section, you may furnish attachments in lieu of entering the information on this property statement. However, such attachments must contain all the information requested by the statement and these instructions. The attachments must be in a format acceptable to the Assessor, and the property statement must contain appropriate references to the attachments and must be properly signed. In all instances, you must return the original BOE-571-L.</p>		
THIS STATEMENT IS SUBJECT TO AUDIT.	THIS STATEMENT IS NOT A PUBLIC DOCUMENT. THE INFORMATION DECLARED WILL BE HELD SECRET BY THE ASSESSOR.	IF ANY SITUATION EXISTS WHICH NECESSITATES A DEVIATION FROM TOTAL COST PER BOOKS AND RECORDS, FULLY EXPLAIN ALL ADJUSTMENTS.

INSTRUCTIONS

(complete the statement as follows)

NAME. If the information has been preprinted by the Assessor, make necessary corrections. **INDIVIDUALS**, enter the last name first, then the first name and middle initial. **PARTNERSHIPS** must enter at least two names, showing last name, first name and middle initial for each partner. **CORPORATIONS** report the full corporate name. If the business operates under a **DBA (Doing Business As)** or **FICTITIOUS NAME**, enter the DBA (Fictitious) name under which you are operating in this county below the name of the sole owner, partnership, or corporation.

LOCATION OF THE PROPERTY. Enter the complete street address. Forms for additional business or warehouse locations will be furnished upon request. A listing may be attached to a single property statement for your vending equipment leased or rented to others, when any such properties are situated at many locations within this county.

USE TAX INFORMATION

California use tax is imposed on consumers of tangible personal property that is used, consumed, given away or stored in this state. Businesses must report and pay use tax on items purchased from out-of-state vendors not required to collect California tax on their sales. If your business is not required to have a seller's permit with the State Board of Equalization, the use tax may be reported and paid on your California State Income Tax Return or directly to the State Board of Equalization on the tax return provided in Publication 79-B, *California Use Tax*. Obtain additional use tax information by calling the State Board of Equalization Information Center at 800-400-7115 or from the website www.boe.ca.gov/sutax/usntaxreturn.htm.

Part I: GENERAL INFORMATION

(complete items (a) through (g))

OWNERSHIP OF LAND — (c). Check either the YES or the NO box to indicate whether you own the land at the LOCATION OF THE PROPERTY shown on this statement. If YES is checked, verify the official RECORDED NAME on your DEED. If it agrees with the name shown on this statement, check the second YES box. If it does not agree, check the second NO box.

LOCATION OF RECORDS — (e and f). Enter the address or addresses at which your general ledger and all related accounting records are maintained and available for audit. If you enter your tax agent or representative's address, indicate whether all or only part of the records are at that address, and the location of the remainder, if applicable.

PROPERTY TRANSFER — (g).

Real Property — For purposes of reporting a change in control, real property includes land, structures, or fixtures owned or held under lease from (1) a private owner if the remaining term of the lease exceeds 35 years, including written renewal options, (2) a public owner (any arm or agency of local, state, or federal government) for any term or (3) mineral rights owned or held on lease for any term, whether in production or not.

Controlling Interest — When any person or legal entity obtains more than 50 percent of the voting stock of a corporation, or more than a 50 percent ownership interest in any other type of legal entity. The interest obtained includes what is acquired directly or indirectly by a parent or affiliated entity.

Forms, Filing Requirements & Penalty Information — Contact the Legal Entity Ownership Program Section at 918-323-5685 or refer to the Board's website at www.boe.ca.gov to obtain form BOE-100-B, applicable filing requirements, and penalty information.

Part II: DECLARATION OF PROPERTY BELONGING TO YOU

Report book cost (100 percent of actual cost). Include excise, sales, and use taxes, freight-in, installation charges, and all other relevant costs. Report any additional information which will assist the Assessor in arriving at a fair market value. Include finance charges for buildings and improvements that are constructed or otherwise produced for an enterprise's own use (including assets constructed or produced by others) for which deposits or progress payments have been made. Do not include finance charges for purchased equipment.

LINE 1. SUPPLIES. Report supplies on hand, such as stationery and office supplies, chemicals used to produce a chemical or physical reaction, janitorial and lavatory supplies, fuel, sandpaper, etc., at their current replacement costs. Include medical, legal, or accounting supplies held by a person in connection with a profession that is primarily a service activity. Do not include supplies which will become a component part of the product you manufacture or sell.

LINE 2. EQUIPMENT. Enter total from Schedule A, line 38 (see instructions for Schedule A).

LINE 3. EQUIPMENT OUT ON LEASE, RENT, OR CONDITIONAL SALE TO OTHERS. Report cost on line 3 and attach schedules showing the following: equipment actually out on lease or rent, equipment out on a conditional sale agreement, and equipment held for lease or rent which you have used or intend to use must be reported. Equipment held for lease or rent and not otherwise used by you is exempt and should not be reported.

Equipment out on lease, rent, or conditional sale. (1) Name and address of party in possession, (2) location of the property, (3) quantity and description, (4) date of acquisition, (5) your cost, selling price, and annual rent, (6) lease or identification number, (7) date and duration of lease, (8) how acquired (purchased, manufactured, or other — explain), (9) whether a lease or a

conditional sale agreement. If the property is used by a free public library or a free museum or is used exclusively by a public school, community college, state college, state university, church, or a nonprofit college it may be exempt from property taxes, provided the lessor's exemption claim is filed by February 15.

Obtain BOE-263, *Lessors' Exemption Claim*, from the Assessor. Also include equipment on your premises held for lease or rent which you have used or intend to use. Report your cost and your selling price by year of acquisition.

LINE 4. BUILDINGS, BUILDING IMPROVEMENTS, AND/OR LEASEHOLD IMPROVEMENTS, LAND IMPROVEMENTS, LAND AND LAND DEVELOPMENT. Enter total from Schedule B, line 63 (see instructions for Schedule B).

LINE 5. CONSTRUCTION IN PROGRESS. If you have unallocated costs of construction in progress for improvements to land, machinery, equipment, furniture, buildings or other improvements, or leasehold improvements, attach an itemized listing. Include all tangible property, even though not entered on your books and records. Enter the total on PART II, line 5.

LINE 6. ALTERNATE OR IN-LIEU SCHEDULE. If the Assessor enclosed BOE-571-L, *Alternate Schedule A*, with this property statement, complete the alternate schedule as directed and report the total cost on line 6.

LINE 7-B. OTHER. Describe and report the cost of tangible property not reported elsewhere on this form.

Part III: DECLARATION OF PROPERTY BELONGING TO OTHERS

If property belonging to others, or their business entities, is located on your premises, report the owner's name and mailing address. If it is leased equipment, read your agreement carefully and enter A (Lessor) or B (Lessee), and whether lessor or lessee has the tax obligation. For assessment purposes, the Assessor will consider, but is not bound to, the contractual agreement.

- 1. LEASED EQUIPMENT.** Report the year of acquisition, the year of manufacture, description of the leased property, the lease contract number or other identification number, the total installed cost to purchase (including sales tax), and the annual rent; do not include in Schedule A or B (see No. 3, below).
- 2. LEASE-PURCHASE OPTION EQUIPMENT.** Report here all equipment acquired on lease-purchase option on which the final payment remains to be made. Enter the year of acquisition, the year of manufacture, description of the leased property, the lease contract number or other identification number, the total installed cost to purchase (including sales tax), and the annual rent. If final payment has been made, report full cost in Schedule A or B (see No. 3, below).
- 3. CAPITALIZED LEASED EQUIPMENT.** Report here all leased equipment that has been capitalized at the present value of the minimum lease payments on which a final payment remains to be made. Enter the year of acquisition, the year of manufacture, description of the leased property, the lease contract number or other identification number, and the total installed cost to purchase (including sales tax). Do not include in Schedule A or B unless final payment has been made.
- 4. VENDING EQUIPMENT.** Report the model and description of the equipment; do not include in Schedule A.
- 5. OTHER BUSINESSES.** Report other businesses on your premises.
- 6. GOVERNMENT-OWNED PROPERTY.** If you possess or use government-owned land, improvements, or fixed equipment, or government-owned property is located on your premises, report the name and address of the agency which owns the property, and a description of the property.

SCHEDULE A - COST DETAIL: EQUIPMENT

Do not include property already reported in Part III.

LINE 11-38. Enter in the appropriate column the cost of your equipment segregated by calendar year of acquisition, include short-lived or expensed equipment. Total each column. Report full cost; do not deduct investment credits, trade-in allowances or depreciation. Include equipment acquired through a lease-purchase agreement at the selling price effective at the inception of the lease and report the year of the lease as the year of acquisition (if final payment has not been made, report such equipment in PART III). Report self-constructed equipment used by you at the proper trade-in value in accordance with Title 18, section 10, of the California Code of Regulations. Exclude the cost of normal maintenance and repair that does not extend the life nor modify the use of the equipment. Exclude the cost of equipment actually removed from the site. The cost of equipment retired but not removed from the site must be reported. Segregate and report on PART II, line 3, the cost of equipment out on lease or rent.

Include special mobile equipment (SE Plates). Exclude motor vehicles licensed for operation on the highways. However, you must report overweight and oversized rubber-tired vehicles, except licensed commercial vehicles and cranes, which require permits issued by the Department of Transportation to operate on the highways. If you have paid a license fee prior to January 1 on these large vehicles, contact the Assessor for an *Application for Deduction of Vehicle License Fees from Property Tax* and file it with the Tax Collector. Report overweight and oversized vehicles in Column 3.

Computers used in any application directly related to manufacturing, or used to control or monitor machinery or equipment, should be reported in Column 1. Do not include application software costs in accordance with section 995.2 of the California Revenue and Taxation Code. Personal Computers should be reported on Schedule A, column 5a; Local Area Network (LAN) equipment, including LAN Components, and Mainframes should be reported on Schedule A, column 5b. Personal computers include the following: Desktops, Docking Stations, Ink Jet Printers, Laptops, Laser Printers, Mini Towers, Monitors, Netbooks, Notebooks, PC Power Supply, Scanners, Workstations. Local Area Network Equipment includes the following: External Storage Devices, Hubs, Mainframes, Network Attached Storage Devices, Routers, Servers, Switches. LAN Components include, but are not limited to, the following: Network Disk & Tape Drives, Network Fan Trays, Network Memory, Network Portable Storage Devices, Network Power Supply, Network Adaptors, Network Interface Cards, Network Processors.

If necessary, asset titles in Schedule A may be changed to better fit your property holdings; however, the titles should be of such clarity that the property is adequately defined.

LINES 20, 24 and 36. For "prior" years acquisition, you must attach a separate schedule detailing the cost of such equipment by year(s) of acquisition. Enter the total cost of all such equipment on lines 20, 24 and 36.

LINE 38. Add totals on lines 21, Column 5a, line 25, Column 3 and line 37, Columns 1, 2, 4 and 5b and any additional schedules. Enter the same figure on PART II, line 2, that you entered in the box.

SCHEDULE B - COST DETAIL: BUILDINGS, BUILDING IMPROVEMENTS, AND/OR LEASEHOLD IMPROVEMENTS, LAND IMPROVEMENTS, LAND AND LAND DEVELOPMENT

LINES 39 - 63. Report by calendar year of acquisition the original or allocated costs (per your books and records) of buildings and building or leasehold improvements; land improvements; land and land development owned by you at this location on January 1. Include finance charges for buildings or improvements which have been constructed for an enterprise's own use. If no finance charges were incurred because funding was supplied by the owner, then indicate so in the remarks. In the appropriate column enter costs, including cost of fully depreciated items, by the calendar year of acquisition and total each column. Do not include items that are reported in Schedule A.

If you had any additions or disposals reported in Columns 1, 2, 3, or 4 during the period of January 1, 2010 through December 31, 2010, attach a schedule showing the month and year and description of each addition and disposal. Enclosed for this purpose is BOE-571-D, *Supplemental Schedule for Reporting Monthly Acquisitions and Disposals of Property Reported on Schedule B of the Business Property Statement*. If additional forms are needed, photocopy the enclosed BOE-571-D.

Segregate the buildings and building or leasehold improvements into the two requested categories (items which have a dual function will be classified according to their primary function). Examples of some property items and their most common categorization are listed below:

EXAMPLES OF STRUCTURE ITEMS, Column 1

An Improvement will be classified as a structure when its primary use or purpose is for housing or accommodation of personnel, personalty, or fixtures and has no direct application to the process or function of the industry, trade, or profession.

Air conditioning (except process cooling)
Boilers (except manufacturing process)
Central heating & cooling plants
Craneways
Elevators
Environmental control devices (if an integral part of the structure)
Fans & ducts (part of an air circulation system for the building)
Fire alarm systems
Partitions (floor to ceiling)
Pipelines, pipe supports & pumps used to operate the facilities of a building
Pits not used in the trade or process
Railroad spurs
Refrigeration systems (integral part of the building)
Refrigerators, walk-in (excluding operating equipment) which are an integral part of the building
Restaurants - rough plumbing to fixtures
Safes - imbedded
Signs which are an integral part of the building excluding sign cabinet (face & lettering)
Silos or tanks when primarily used for storage or distribution
Sprinkler systems
Store fronts
Television & radio antenna towers

EXAMPLES OF FIXTURE ITEMS, Column 2

An Improvement will be classified as a fixture if its use or purpose directly applies to or augments the process or function of a trade, industry, or profession.

Air conditioning (process cooling)
Boilers (manufacturing process)
Burglar alarm systems
Conveyors (to move materials and products)
Cranes - travelling
Environmental control devices (used in production process)
Fans & ducts (used for processing)
Floors, raised computer rooms
Furnaces, process
Ice dispensers, coin operated
Machinery fdns. & pits (not part of normal flooring fdns.)
Permanent partitions (less than floor to ceiling)
Pipelines, pipe supports, pumps used in the production process
Pits used as clarifiers, skimmers, surmps & for greasing in the trade or manufacturing process
Plumbing - special purpose
Power wiring, switch gear & power panels used in mfg. process
Refrigeration systems (not an integral part of the building)
Refrigerators, walk-in utilized; including operating equipment
Restaurant equipment used in food & drink preparation or service (plumbing fixtures, sinks, bars, soda fountains, booths & counters, garbage disposals, dishwashers, hoods, etc.)
Scales including platform & pit
Signs - all sign cabinets (face) & free standing signs including supports
Silos or tanks when primarily used for processing

LINE 61. If you have items reportable in Schedule B which were acquired in 1985 or previously, you must attach a separate schedule detailing the cost of such items by year(s) of acquisition. Enter the total cost of such items on line 61.

LINE 63. Add totals on line 62 and any additional schedules. Enter the same figure on PART II, line 4 that you entered in the box.

LINE 64. Report tenant improvements for which you received allowances during this reporting period that are not reported on Schedule B.

DECLARATION BY ASSESSEE

The law requires that this property statement, regardless of where it is executed, shall be declared to be true under penalty of perjury under the laws of the State of California. The declaration must be signed by the assessee, a duly appointed fiduciary, or a person authorized to sign on behalf of the assessee. In the case of a corporation, the declaration must be signed by an officer or by an employee or agent who has been designated in writing by the board of directors, by name or by title, to sign the declaration on behalf of the corporation. In the case of a partnership, the declaration must be signed by a partner or an authorized employee or agent. In the case of a Limited Liability Company (LLC), the declaration must be signed by an LLC manager, or by a member where there is no manager, or by an employee or agent designated by the LLC manager or by the members to sign on behalf of the LLC.

When signed by an employee or agent, other than a member of the bar, a certified public accountant, a public accountant, an enrolled agent or a duly appointed fiduciary, the assessee's written authorization of the employee or agent to sign the declaration on behalf of the assessee must be filed with the Assessor. The Assessor may at any time require a person who signs a property statement and who is required to have written authorization to provide proof of authorization.

A property statement that is not signed and executed in accordance with the foregoing instructions is not validly filed. The penalty imposed by section 463 of the Revenue and Taxation Code for failure to file is applicable to unsigned property statements.

**STATE OF FLORIDA
FLORIDA ELECTIONS COMMISSION**

107 West Gaines Street, Suite 224, Tallahassee, Florida 32399-1050

Telephone Number: (850) 922-4539

www.fec.state.fl.us

CONFIDENTIAL COMPLAINT FORM

The Commission's records and proceedings in a case are confidential until the Commission rules on probable cause. A copy of the complaint will be provided to the person against whom the complaint is brought.

1. PERSON BRINGING COMPLAINT:

Name: Stephanie Kienzle Work Phone: (954) 761-7707
Address: 1653 NE 178 Street Home Phone: (305) 335-2093
City: North Miami Beach County: Miami-Dade State: FL Zip Code: 33162

2. PERSON AGAINST WHOM COMPLAINT IS BROUGHT:

A person can be an individual, political committee, committee of continuous existence, political party, electioneering communication organization, club, corporation, partnership, company, association, or any other type of organization. If both an individual and a committee or organization are involved, name both.

Name of individual: Myron Rosner
Address: 1121 NE 178 Terrace Phone: (305) 652-2905
City: North Miami Beach County: Miami-Dade State: FL Zip Code: 33162

If individual is a candidate, list the office or position sought: Mayor

Name of committee or organization: City of North Miami Beach
Address: 17011 NE 19th Avenue Phone: (305) 787-6001
City: North Miami Beach County: Miami-Dade State: FL Zip Code: 33162

Have you filed this complaint with the State Attorney's Office? (check one) ☒ Yes ☐ No

3. ALLEGED VIOLATION(S):

Please list the provisions of The Florida Election Code that you believe the person named above may have violated. The Commission has jurisdiction only to investigate the following provisions: Chapter 104, Chapter 106, Section 98.122, and Section 105.071, Florida Statutes. Also, please include:

- ☒ The facts and actions that you believe support the violations you allege,
- ☒ The names and telephone numbers of persons you believe may be witnesses to the facts,
- ☒ A copy or picture of the political advertisements you mention in your statement,
- ☒ A copy of the documents you mention in your statement, and
- ☒ Other evidence that supports your allegations.

See attached letter and all exhibits thereto.

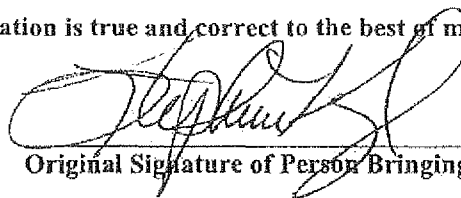
Additional materials attached (check one)? ☒ Yes ☐ No

4. **OATH**

STATE OF FLORIDA

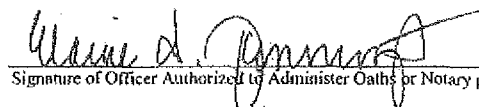
COUNTY OF BROWARD

I swear or affirm, that the above information is true and correct to the best of my knowledge.

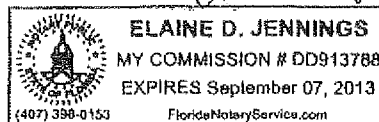


Original Signature of Person Bringing Complaint

Sworn to and subscribed before me this 11th day of
April, 20 11



Signature of Officer Authorized to Administer Oaths or Notary public.



(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known ☒ Or Produced Identification ☐

Type of Identification Produced _____

Any person who files a complaint while knowing that the allegations are false or without merit commits a misdemeanor of the first degree, punishable as provided in Sections 775.082 and 775.083, Florida Statutes.

April 11, 2011

To Whom it May Concern:

Myron Rosner is running for re-election as mayor of North Miami Beach. The election is scheduled for May 3, 2011.

I believe Mr. Rosner is in violation of several campaign laws regarding finance, including but not limited to 106.19(1)(a), F.S., described as follows:

Mr. Rosner has advertised on at least 29 bus benches and at least 2 bus shelters within and just outside the city limits of the City of North Miami Beach. The owner of these bus benches and shelters is Martin Outdoor Media, Inc., which also happens to be a vendor of the City of North Miami Beach. According to contracts with the City of North Miami Beach, the vendor Martin Outdoor Media, Inc. rents the space from the City of North Miami Beach on which these bus benches and shelters are located. Mr. Rosner's bus bench and shelter advertising are located as follows:

BUS BENCHES:

Biscayne Blvd:

NE 146th Street, west side, in front of Total Wines
NE 143rd Street, west side
NE 137th Street, east side
NE 137th Street, west side

North Miami Beach Boulevard/163rd Street/167th Street/826 corridor:

NE 15th Avenue, north east corner
NE 15th Avenue, south east corner
NE 19th Avenue, north east side
NE 19th Avenue, south east side
Biscayne Boulevard, north east side
North Miami Avenue, north east corner
NW 1st Avenue, north east corner
NE 26th Ave, north east side (2 benches)
In front of ale house approximately NE 32nd Avenue
RK Plaza, approximately NE 30th Avenue

NE Miami Gardens Drive:

NE 19th Avenue, southeast corner

NE 15th Avenue:

NE 169th Street, east side
NE 169th Street, west side
NE 179th Street east side
NE 162nd Street, west side (2 benches)

NE 10th Avenue:

NE 178th Terrace, east side

NE 19th Avenue:

NE 183rd Street, north east corner
NE 181st Street, south west corner
NE 171st Street, north east corner
NE 169th Street, south west corner

NE 171st Street:
NE 18th Avenue, north east corner
West Dixie Highway, north west side

NE 157th Street on NE 16th Avenue

BUS SHELTERS:

NE 163rd Street at NE 19th Avenue, northeast corner
NE 19th Avenue at NE 182nd Street, west side

Per the attached copies of Martin Outdoor Media, Inc.'s advertising rate for these bus benches and shelters (which you can also find at <http://martinoutdoormedia.com/rates/rates.html#anchor>), the charge for "high profile" locations is \$300.00 per bench per month, and for "low profile" locations the charge is \$135.00. The charge for bus shelter advertising is \$400.00 for "front read" and \$200.00 for "cross read."

Of the 28 bus benches Mr. Rosner is advertising on, at least 15 of them are what we assume are "high profile" as they are on the two main thoroughfares in North Miami Beach, i.e. US 1 (a/k/a Biscayne Boulevard) and State Road 826 (a/k/a North Miami Beach Boulevard/163rd Street/167 Street corridor).

Of the 2 bus shelters, Mr. Rosner has one located as a "front read" and one located as a "cross read."

Mr. Rosner began his bus bench and shelter advertising officially on February 1, 2011, when such advertising was permitted to begin according to our City Code. He will end this advertising on or about April 30, 2011 (three days before the election), or longer if there is a runoff.

The cost of this advertising for just three months from February 1, 2011 through April 30, 2011, is calculated as follows:

1. 15 bus benches at \$300.00 per month per bench x 3 months: \$13,500.00
2. 14 bus benches at \$135.00 per month per bench x 3 months: \$5,670.00
3. 1 bus shelter "front read" at \$400.00 per month x 3 months: \$1,200.00
4. 1 bus shelter "cross read" at \$200.00 per month x 3 months: \$600.00

All this advertising is worth a total of AT LEAST \$20,970.00.

The reason I am making this complaint, however, is that when Mr. Rosner filed his Campaign Treasurer's Report for March 31, 2011, he only claimed an in-kind donation from Martin Outdoor Media, Inc. for the sum of \$500.00. I have attached a copy of page 3, reflecting item 23 for your reference. You may access the complete report at <http://www.citynmb.com/vertical/Sites/%7B7D026603-3FD1-47D7-B72B-A998702CDBDA%7D/uploads/%7BC6EA8FD3-75A4-43BD-B0A3-C4F844E7098F%7D.PDF>



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[CLICK HERE to
request a quote](#)

Monthly Rental Rates by City

City	High Profile Location	Standard Profile Location	Rotary (Preamplable) Location
Dania Beach	275	125	\$50 - \$125 Depending on volume and location (not applicable in all markets)
Doral	200	125	
Fort Lauderdale	300	200	
Hialeah	325	150	
Hollywood	325	135	
Lauderdale Lakes	275	125	
Margate	250	200	
Miami Springs	200	125	
North Lauderdale	275	125	
North Miami	275	125	
North Miami Beach	300	135	
Oakland Park	275	125	
Opa Locka	200	125	
Pembroke Park	250	150	
Pembroke Pines	450	250	
Plantation	400	200	
South Miami	550	225	
Sweetwater	200	125	
Tamarac	300	135	
Wilton Manors	500	225	
Wynonah	400	200	
Wynonah	250	150	
Wynonah	400	200	

10/1/11 BENCHES

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Rate Cards

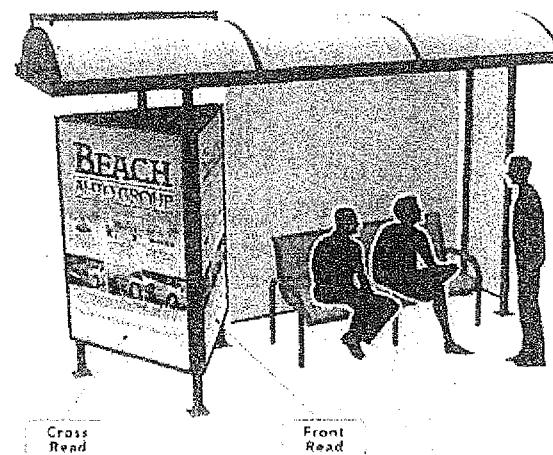
Benches

Shelters

[CLICK HERE](#) to
request a quote.

Monthly Rental Rates

City	Front Read	Cross Read
North Miami Beach	\$ 400	200
Pembroke Pines	600	300
Hollywood	500	250
Margate	400	200
Pompano	500	250



1077-1-BENCH

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CAMPAIGN TREASURER'S REPORT - ITEMIZED CONTRIBUTIONS

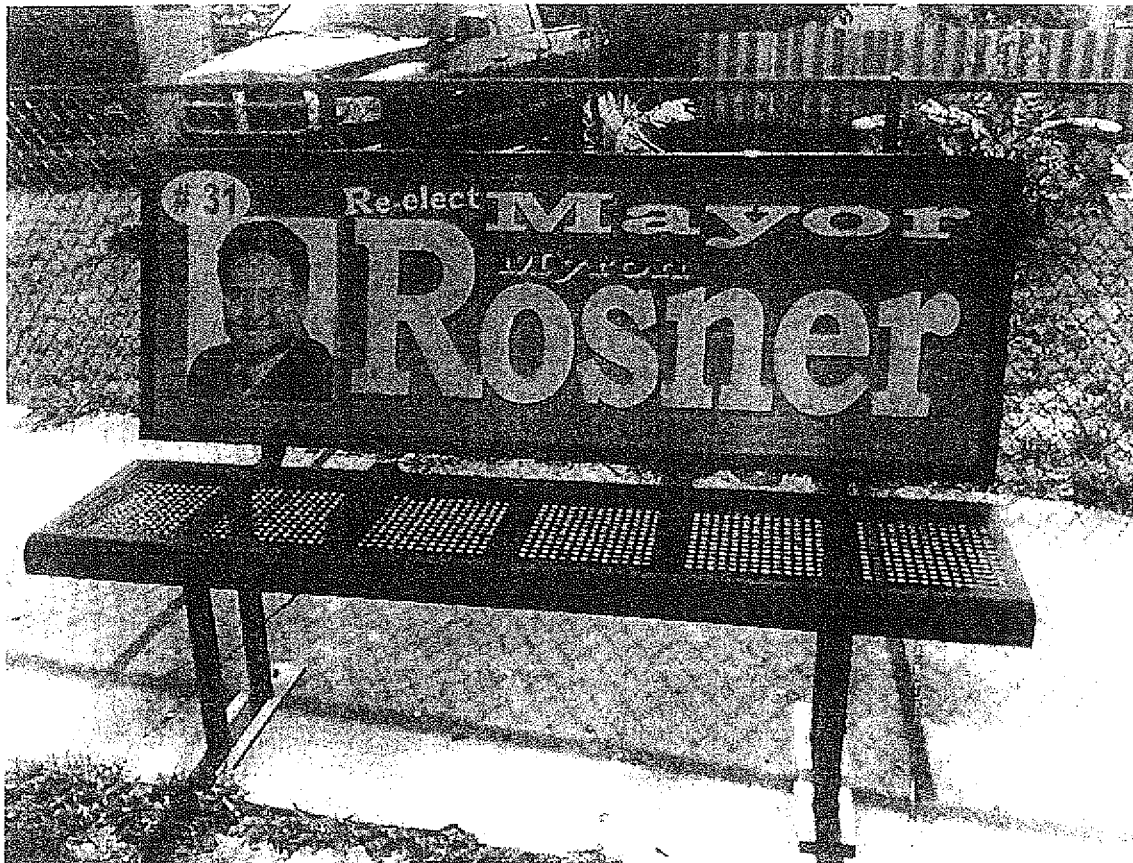
(1) Name Myron Rosner for Mayor (Group 1)

(2) I.D. Number 00000

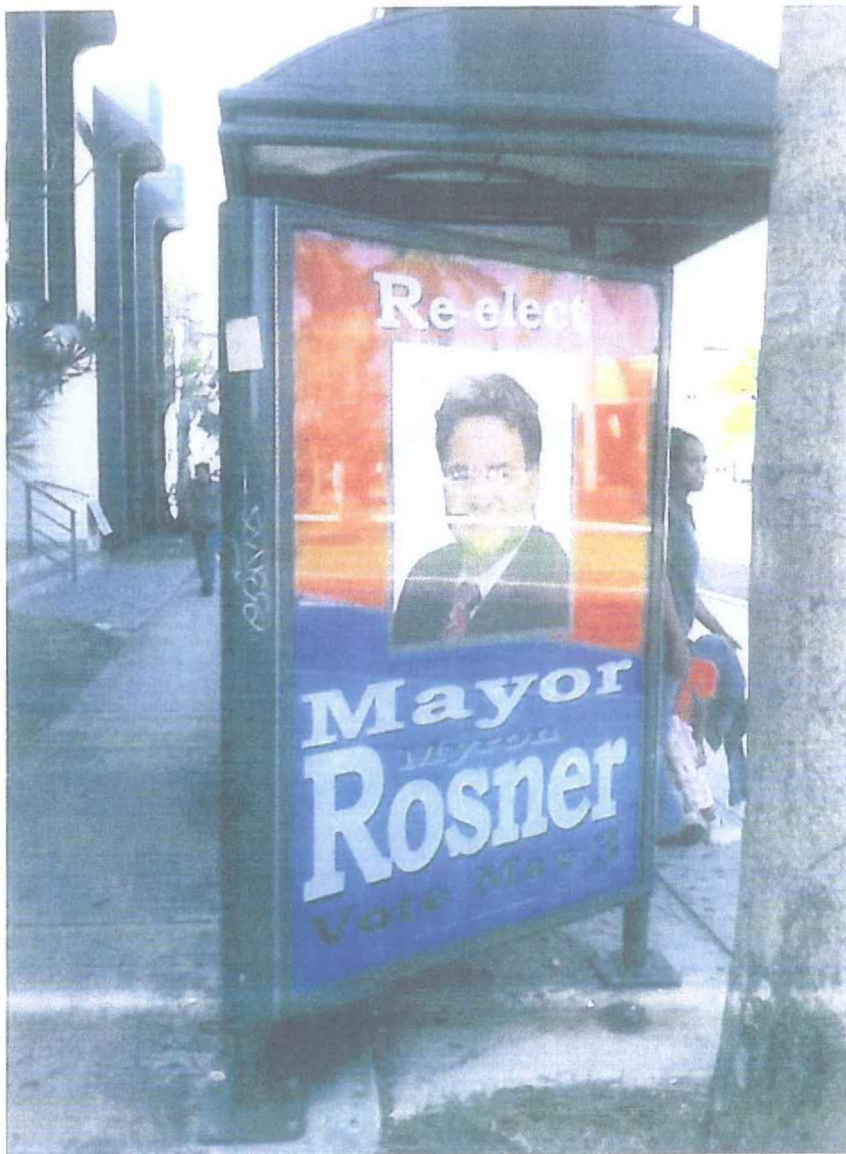
(3) Cover Period 01/01/2011 - 03/31/2011

(4) **RECEIVED**
PAID - 1 PM 3:14
APR - 1 PM 12:01

(5) Date	(7) Full Name (Last, Suffix, First, Middle) Street Address & City, State, Zip Code	(8) Contributor		(9) Contribution Type	(10) In-kind Description	(11) Amendment	(12) Amount
		Type	Occupation				
01/26/2011	United Group Underwriters Inc 1313 NW 167th St Miami Gardens, FL 33169-0000	B	Underwrit ers	CHE			\$ 500.00
17							
01/26/2011	United Premium Finance co 1313 NW 167th St Miami Gardens, FL 33169-0000	B	Finance	CHE			\$ 500.00
18							
01/26/2011	Putnam, Donald 9645 NW 63rd Place Parkland, FL 33976-0000	I	Business man	CHE			\$ 250.00
19							
01/28/2011	Weitz Law Firm, PA 18305 Biscayne Blvd Suite 214 Aventura, FL 33160-0000	B	Attorney	CHE			\$ 500.00
20							
02/01/2011	Paypal 2145 Hamilton Ave San Jose, CA 95125-0000	B	Banking Service	CHE			\$ 0.05
21							
02/01/2011	Paypal 2145 Hamilton Ave San Jose, CA 95125-0000	B	Banking Service	CHE			\$ 0.05
22							
02/01/2011	Martin Outdoor 151 NE 166th St Miami, FL 33162-0000	B	Outdoor Advertisi ng	INK	Advertising		\$ 500.00
23							
02/02/2011	Ronald Book PA 18851 NE 29th Ave Suite 1010 Aventura, FL 33180-0000	B	Attorney	CHE			\$ 500.00
24							



Bus Bench



Bus Shelter



OFFICE MEMORANDUM

Write It — Don't Say It

TO:	<input type="checkbox"/> Your Information <input type="checkbox"/> Please Reply <input type="checkbox"/> See Me <input type="checkbox"/> Prepare Report <input type="checkbox"/> Please Comment <input type="checkbox"/> Per Your Request <input type="checkbox"/> Investigate <input type="checkbox"/> Initial and Forward <input type="checkbox"/> Return by:
1.	
2.	
3.	
SUBJECT:	<input type="checkbox"/> For Necessary Attention

RECEIVED

2011 MAY 24 P 2:38 PM

BOARD OF PUBLIC WORKS

Dropped by Chris Westhoff to Sharon Chun

FROM:	Date
	Phone

May 24, 2011

Honorable Board of Public Works
Room 350, Los Angeles City Hall
200 N. Spring Street
Los Angeles, California 90012

Re: Response to Request for Proposal Protest Filed by Norman Bench Advertising

Honorable Members:

This letter shall serve as a partial response to the baseless Request for Proposal (hereinafter "RFP") "protest" filed by Norman Bench Advertising (hereinafter "Norman") against the proposal submitted by the recommended proposer, Martin Outdoor Media, LLC (hereinafter, "Martin"). Due to the short time that this protest has been in the hands of Martin, additional responses may be provided to the Board at the hearing now scheduled for Wednesday, May 25, 2011 at 9:30 a.m.

INTRODUCTION.

Norman has been the sole provider of bus benches in the City of Los Angeles for well over two decades. During that time frame, it has failed miserably in this effort. Throughout the last 10+ year reign of the Norman empire, it has NOT ONCE paid the City of Los Angeles more than the bare minimum in revenue, as required in its contract with the City, as the City's sole provider of bus benches. Its accounting of its revenues would not even pass muster for a roadside lemonade stand, let alone a multi-million dollar corporation. This is significant in that Norman was to pay to the City the minimum payment, plus additional fees if Norman's annual gross receipts exceeded \$1,200,000. Even with the fact that Norman NEVER paid more than the minimum, it has repeatedly been in default with even this "minimum" payment to the City¹. More importantly, Norman's abject failure to meet even the barest minimum of its contractual requirements to "maintain" its bus benches in an acceptable manner, has left both the City of Los Angeles embarrassed and the bus riding public at risk.

Viewed in light these facts, Norman's shotgun approach to its protest of Martin's selection as the highest rated proposer for the new bus bench program rings extremely hollow. Norman not only lost out to Martin in the selection process, it was ranked a very distant third, based on its miserable track record as the incumbent bus bench contractor in Los Angeles and its failed efforts in the proposal process. Norman's only avenue to rescue itself is to attack the process and hope that one or more of its baseless arguments strikes a note with this Board. In reviewing the various arguments put forth by Norman, this Board must ask itself if anything that Norman has raised is a "material" defect in the process and not merely an attempt to elevate

¹ This is of particular note considering that Norman has had minimal capital expense since it completed its bench installation many years ago and Los Angeles remains one of the richest advertising venues in the United States.

"form over substance". As this response will make abundantly clear, as with its contractual obligations over the last two decades, Norman has once again failed miserably.

BACKGROUND.

In June, 2010, the City of Los Angeles issued a "Request for Proposal" for the City's Bus Bench Program. Martin Outdoor Media, Inc. submitted a response to this RFP. Martin submitted all required documentation to the City, participated in the evaluation process and was selected by the City staff as the highest rated proposer out of those entities submitting proposals to the City. Martin has been diligently "negotiating" with City staff pursuant to the staff's request and the authorization given to staff by this Board on January 14, 2011. Throughout Norman's protest letter, Counsel for Norman continually cites to cases and uses arguments which involve a competitive "bid" process rather than an RFP process. Not a single case cited by Norman is analogous to the facts present here. As set forth in the City's own documents, this was a "proposal" process NOT a "bid" process. By its very nature, the proposal process is a different, much more flexible process than a "bid" process. While each of the two processes must be fair, impartial and allow for competition, the City is free in a proposal process to "negotiate" the terms of the ultimate contract between the City and the selected vendor. Any contract which evolves out of this negotiating process to provide the services requested in the "Request for Proposal", must be substantially as requested in the RFP, but is necessarily a compromise reached during negotiations. Unlike a "bid" where there is little if any wiggle room to deviate from the bid specifications or the bid response², the RFP process necessarily recognizes the fact that the City does not know exactly what it wants in the final "contract" and as such, solicits proposals from which it chooses the best one and negotiates the terms of the final contract, as was done here. In fact, the City's RFP at section 3.5 included the following language:

"Prior to award of the contract, the successful Proposer may be required to attend negotiation meetings that will be scheduled at a later date. The intent of the meeting(s) will be to discuss and negotiate contract requirements, compensation, service level agreements, detailed scope of work specifications, ordering, invoicing, delivery, receiving, payment procedures, etc., in order to insure successful administration of the contract."

The contract now before you is the result of this negotiating process and presents the City with an even better set of terms and conditions than contemplated by the RFP. It was the process of honest give and take between the parties, as contemplated by the process, and in this instance the select vendor, Martin, was both diligent and creative in providing the City with contract conditions that will allow for a smooth transition from the existing contractor to Martin. For the sake of the Board, this protest response will address the alleged issues raised by the protest in the same order as presented in the protest so that the Board will have an easier time comparing both the allegation and the response.

² A typical City bid contract consists of the bid specifications, the bid response from the bidder, and a cover sheet. There is no "negotiation" of the terms of the contract.

MARTIN IS A "RESPONSIBLE" PROPOSER.

Martin has no quarrel with the general legal principals cited by Norman's Counsel outlining the concept of bidder responsibility, as they are long standing legal principals that the undersigned as Counsel for Martin has cited numerous times as this Board's past General Counsel³. However, Norman's misguided attempt to apply the general concepts of bidder responsibility to the actions of Martin in this matter in its effort to convince the Board that Martin is a "non-responsible" proposer, miss the mark completely.

Martin is fully qualified to conduct business within the State of California.

What is absent from the Norman claim that this alleged "fact" makes Martin a "non responsible" bidder/proposer, is the citation to any case or statute which would make this "requirement" a mandate at the time that a proposal is submitted to a governmental entity in California in response to an RFP. Martin is not now conducting business within the state of California, nor was it doing so when it submitted its proposal to the City. Martin was seeking to do business in this State by submission of its proposal to the City. Once Martin became the recommended proposer for the bus bench contract, obviously long before the contract is to be signed, Martin, in January of this year, became **fully qualified** to conduct business within the State of California in contemplation of a successful negotiation of the contract with the City. (See Exhibits 1, 2, and 3 attached hereto.)

This situation is analogous to one where a bidder on a City construction contract needs a required license to perform the work contemplated by the request for bid. In that instance where the license is required, the license need not be in place at the time of bid, but must be in full force and effect at the time the contract is awarded. This concept has been articulated to this Board by the Bureau of Contract Administration and the Board's legal Counsel on numerous occasions. If one follows the reasoning of the Norman argument, every out of state entity that contemplated doing work within this State would have to procure that license or other right, prior to actually having any business to do in this State. This is an absurd application of the requirement and would have a chilling effect on any out of state entity seeking to do business in this State. The State and City economy grows when firms decide to do business in this State and City; hardly something that the City or State wishes to dissuade in these tough economic times.

Martin, through an affiliated company, continues, to this day, to be the bus bench provider for Hollywood, Florida.

Rather than providing this Board with the legal documentation of Martin's alleged issues with "Miami Dade County", Norman attaches a 2007 newspaper article which alludes to an alleged lawsuit between a Martin related entity and Hollywood, Florida, NOT "Miami Dade County". This argument is indicative of the complete lack of integrity contained in this protest. Needless to say, Norman, seems not to be able to get it right. First and foremost, the issue mentioned in the newspaper article involves Martin and Hollywood, Florida, not Martin and Miami Dade County. Martin was in a business dispute with Hollywood, Florida but it was Martin that had to sue the City in an effort to resolve the dispute over a contract interpretation. **NEITHER HOLLYWOOD, FLORIDA NOR MIAMI DADE COUNTY EVER SUED MARTIN!** It is interesting

³ Norman has cited this Board only to cases involving "bids" and not a single case involves a "proposal" process.

to note that there is not a single official document attached to the Norman protest (only a terse newspaper article) which discusses neither the dispute, the resolution of the dispute or the ongoing nature of the business relationship between Martin and Hollywood, Florida. Norman knows quite well that it is very easy to verify if a lawsuit was filed by merely checking the court's records. Not only did they not check the records, they did not even read the newspaper article correctly. Suffice it to say that the matter was resolved in Martin's favor through negotiations, not litigation, and Martin, through an affiliated company, remains the bus bench vendor for Hollywood, Florida in full compliance with all terms of its contract with that City. Hardly a matter that would render Martin "non-responsible". (See Exhibits 4 and 5, attached hereto.)

LNI Custom Manufacturing's bankruptcy is irrelevant to Martin's status as a "responsible" proposer.

Norman's allegation in respect to LNI's bankruptcy somehow creating a "responsibility" issue for Martin is disingenuous. How does LNI being in bankruptcy/reorganization relate to Martin being a "responsible proposer"? The simple answer is, it does not. Martin will be contractually obligated to provide for the manufacture of all the bus benches necessary to meet its obligations under the proposed contract. The City is to receive its first year payment PRIOR to the performance of this contract by Martin. Additionally, the City can sue Martin for any breach of its contractual obligations under the contract and Martin will have posted a \$500,000.00 performance bond to insure its performance according to the terms of the contract.

Martin is using a local supplier, LNI, so as to insure that the contract dollars spent under this contract remain in the Southern California region. However, Martin has worked with other manufacturers around this Country and remains obligated to the City regardless of whether LNI can or cannot provide the new bus benches. Martin will meet its obligations through LNI or other means if necessary, the City will have its first year payment and be able to sue Martin or take advantage of the performance bond if it fails. Needless to say, this issue is NOT one that reflects on the "responsibility" of Martin and the argument should be rejected out of hand by this Board.

As set forth in the letter attached hereto as Exhibit 6 from LNI's legal Counsel, LNI remains in full manufacturing mode, its bankruptcy was a legal strategy to deal with a business dispute and LNI continues to book and complete work regardless of the bankruptcy. Further, as set forth in Exhibit 7 attached hereto, Martin already has a backup manufacturer available in case LNI has difficulty meeting its manufacturing obligations to Martin. This is simply a non-issue as far as Martin's "responsibility" to perform this contract is concerned.

MARTIN'S PROPOSAL WAS "RESPONSIVE".

The proposal submitted by Martin was in full compliance with all the requirements of the RFP issued by the City. Norman has chosen to attack Martin's proposal response on four grounds, claiming that Martin's "failure" in these four areas somehow renders the Martin proposal "non-responsive". A review of these arguments once again demonstrates that Norman missed its mark.

Again, Martin has little to argue about the general legal principals that extol the need to have a fair and impartial selection process, whether it be by bid or proposal. However, Norman continues to cite to cases which are cases involving a "bid" process, not a "proposal" process. As stated before, the City retains substantial discretion in a proposal process that it does not

have in a bid process. Nonetheless, none of Norman's arguments demonstrate that the process was materially flawed or in any way gave Martin an unfair advantage over any of the other proposers. Martin's "proposal" was, and remains "responsive" to the City's RFP.

Martin complied with all the requirements of the City's RFP, including the City's request to declare, under penalty of perjury, that it did not collude on its proposal.

Norman's allegation concerning the City's non-collusion affidavit is puzzling. It claims that Martin signed its proposal, under penalty of perjury, that it did not "collude" on the proposal and then seems to argue that this was insufficient to place Martin in compliance with this requirement of the RFP. Martin obviously did EXACTLY what the City asked it to do; declare under penalty of perjury that it did not collude on its proposal submittal. All proposers were asked to do the same thing, and, Martin assumes, all proposers, including Norman, did what they were asked to do by the City on this issue. Norman appears to be arguing that Martin should have gone farther and created an "affidavit" of non-collusion in addition to its statement "under penalty of perjury", even though the City did not have such a requirement in its RFP. This argument strains credibility.

First, this is not an issue with Martin's proposal, it is an issue with the RFP. Second, if Norman thought there was an issue with the RFP, it has long since lost its opportunity to challenge any such RFP problems by waiting almost a year to raise the issue. You cannot engage in a year long process, lose legitimately, and then cry "foul" about the nature of the process. But more importantly, the substance of a non-collusion affidavit and a statement of non-collusion under penalty of perjury is, in sum and substance, the same thing. Norman wishes, at this belated date, to attempt to raise form over substance, not because they have any evidence or information that Martin "colluded" on its proposal (or any of the other proposers for that matter) but merely to try to strike down the year long process and protect its incumbency as the City's bus bench provider.

Had the City asked for an affidavit, rather than a statement under penalty of perjury, Martin would have provided it, as I am sure all the proposers would. However, the real need for such an "affidavit" is decidedly reduced by the fact that this is a "proposal" process rather than a "bid" process. Here, the City gets to negotiate the contract terms and therefore collusion becomes infinitely less likely and of no benefit to a proposer, unlike a bid situation where the low bidder MUST be selected by the City and if the bidders collude, it could cost the City unnecessary contract dollars.

None of the proposers were disadvantaged by the City's use of the non-collusion statement under penalty of perjury rather than an actual non-collusion affidavit. The playing field was level and the only beneficiary of the non-collusion statement or affidavit, the City, got exactly what it asked for from each proposer. Therefore, this is simply NOT a situation where Martin's proposal was "non-responsive" for failure to contain a non-collusion affidavit. It was simply not asked to provide one.

Martin is not required to have a C 8 license to conduct any work under the proposed contract.

Here again, Norman is attempting to raise an issue with the RFP, not the Martin proposal. Norman appears to conclude that because there is the possibility that some concrete work may be required to be furnished by Martin in carrying out its obligations under the proposed contract, it therefore needs a C 8 license to perform such work. It then asks this Board to find the Martin proposal "non-responsive" because Martin did not state in the proposal that it possesses such a license.

This argument elevates bootstrapping to an art form. As Norman points out, the RFP did not have any requirement that any of the proposers possess a C 8 license to do concrete work. Martin's proposal did not, therefore, contain any such statement concerning a C 8 license. I dare say, none of the proposers have C 8 licenses, no matter that the RFP did not request such a license. If, and it really is an if, concrete repair work is required because of the state of any sidewalk around an existing Norman bus bench, then Martin will be required to perform, or get someone else to perform, that repair work. The City, in the contract negotiations, expressed a belief that it may, in some instances, have to issue an "A" permit to Martin for such work if it becomes necessary.

This Board and City staff are well aware that an "A" permit is a permit that is issued over the counter to ANYONE who desires to repair their sidewalk or driveway in front of their house. It no more requires a C 8 license than riding a bicycle requires a driver's license. "A" permits are issued to homeowners every day in this City and no C 8 license is EVER required. Therefore, if Martin is required to repair sidewalks that have been damaged around Norman's bus benches, it will do so as every other "A" permittee within the City does, without a C 8 contractor's license. It should be noted that if the City were to require a "B" permit rather than an "A" permit, THEN a C 8 license would be required. "B" permits are issued when a developer or a contractor is performing extensive public right of way construction (curb, gutter, sidewalk), not simple sidewalk or driveway repairs. It was the City's determination to have this work performed under the "A" permit process, which does not require a C 8 license, rather than the "B" permit process which does. Once again, Martin is in full compliance with what was required by the RFP in this instance and for Norman to even intimate that a C 8 license is required for simple sidewalk repair, is most certainly disingenuous. I dare say that Norman, if it ever actually did any such sidewalk repair work during its long tenure as the City's bus bench provider, it did not, and probably does not, possess a C 8 license.

To put this argument to rest once and for all, if the City were to determine that it wished this work to be done under a C 8 license, something it has emphatically not done during negotiations, then Martin would do such work with a subcontractor possessing the required C 8 license or would obtain a C 8 license itself. The amount of sidewalk repair work contemplated by the City under this contract is very small in relation to all the work contemplated by the contract. Even, assuming for arguments sake alone, that this contract is a public works construction project, which it is not, then the amount of concrete work requiring a C 8 license would be of such an amount that it would most assuredly be below 1/2 of 1% of the total contract and, as such, Martin would not have been required to list a C 8 subcontractor in its proposal to begin with, and could hire such a subcontractor as needed. This whole argument is predicated on false assumptions and gross bootstrapping by Norman, so Martin's ability to do the work with a C 8 subcontractor, if necessary, should put this baseless argument to rest for good.

The undeniable truth is that the RFP did not require a C 8 license, the "A" permit concrete repair work contemplated by the City under the contract does not require a C 8 license, but even assuming it is required, Martin can do the work with a C 8 subcontractor if it is ultimately found by the City to be necessary. Norman's argument on this issue simply does not make Martin's proposal "non-responsive".

Norman's argument that Martin exceeded the subcontracting percentage allowable by the RFP is false.

Norman once again draws unsupportable conclusions, based on false assumptions using figures from the Martin proposal in its attempt to declare Martin's proposal "non responsive". Norman's math calculations include unwarranted assumptions, and are extremely difficult to follow, let alone reach the ultimate conclusion that Norman wishes and hopes to reach. Additionally, Norman fails to look at the 51% subcontracting requirement in light of common sense. There is not a single dollar of public money in this contract! This is a contract where the contractor is paying the City, not the other way around and all costs of this contract are to be borne by the contractor. The structure of this contract just simply does not lend itself to a clear application of the 51% work requirement as in a typical arrangement where the City pays the contractor for performing work for the City. Why would the City be interested in this 51% work requirement when it is not financially responsible for any payments to the contractor?

The derivation of this 51% figure in the RFP is the Public Works Construction "Green Book". While Martin disputes that this contract constitutes a "public works construction" project (when was the last time that Los Angeles let a public works construction contract via an RFP? The answer is NEVER.), Norman's calculations are nonetheless, incorrect. First, the cost of the manufacturing of the bus benches and trash receptacles needs to be subtracted from the total amount of the contract which is subject to being performed by any of the proposers. Even in routine Public Works Construction projects, (sewers, treatment plants, etc.), large capital payments for materials (sewer pipe, large pumps, cold boxes, etc.) which must be purchased by the contractor from third party vendors are always excluded from the total dollar amount of the work which could be performed by the prime contractor before calculating how much of the actual work is being performed by the prime or by the subcontractors.

Norman "selects" certain numbers from Martin's proposal, makes a gross assumption as to "annual revenues", a figure which is NOT anywhere in the proposal, nor was it required to be submitted, ignores the complexity and nature of this contract, and leaps to its final conclusion using bad math. Not a compelling argument.

Again, there is no support in Martin's proposal, the RFP or anywhere else for the assumption that the minimum fee is in any way related to the annual revenue. If Norman's figures were correct, Martin would have spent \$24.2 million, plus \$2,760,000 in City fees (a total of about \$27 million) with a total income of \$27.6 million prior to taking into account a myriad of other operating costs such as sales costs, insurance, back office costs, etc., thus proving that they could not possibly believe their own figures. In fact, the figures Norman cites prove beyond a doubt that Martin expects revenues to be far higher than those derived from the minimum fee payment.

Norman then goes on to argue that "gross revenues would need to exceed \$49,387,755" and that revenues would need to increase by 79%, thereby setting forth a false comparison in order to make it appear extremely difficult to reach the revenue target they put forth. There is no supportable basis upon which Norman makes these statements. But, even using Norman's numbers, paying operating costs of \$18 million to subcontractors requires \$36.7 million (not \$49,387,755) in revenue in order to meet the 51% test.

Norman continues stating "the speculation of the gross receipts is irrelevant" since "clearly subcontracting exceeded the dollar amount permitted..." First, they are the one that is speculating about revenues for which they have no basis. Norman then illogically states that subcontracting clearly exceeds the permitted amount. Norman has essentially supported its own conclusion with fake numbers and false assumptions and then essentially says "see, Martin isn't doing enough of the contract". You cannot "clearly exceed" an amount that was not submitted in the proposal and is clearly an unknown. If you do speculate as to what revenues will be, not a recommended approach, there is absolutely no reason to believe the figures picked out of thin air by Norman.

For the record, Martin believes that its payments to subcontractors will be less than 40% of revenues with respect to operating costs and less than 50% if capital expenditures are included. (Not even this calculation fits the normal use of the 51% work requirement because the City is not paying the Contractor).

What Norman's discussion of this issue does make clear, is that this is a complex contract that does not lend itself to an easy analysis of subcontracting, sales of bus bench ads (the fundamental economic support for the whole contract) capital investment in the bus benches and trash receptacles or other extremely diverse elements that make up this contract. This is the precise reason that the bus bench program contractor is being selected by RFP and not a bid. This contract is not just made up of apples and oranges, it is a complete fruit salad, made up of manufacturing, maintenance, advertising sales, advertising revenues, installation of benches and more, all leading to a payment from the contractor to the City. Trying to add, subtract, divide or multiply numbers, especially numbers that no one knows at this point in the process, on any of these tasks to come up with a percentage of subcontracting is pure speculation. Unlike a Public Works Construction Contract, where prime contract work and sub contract work are easily defined, this contract is not designed in that manner. The applicability of the 51% number and how it applies to what figures in this complex contract should be left to the City. It knows how it wishes the terms and conditions of the contract to read and have negotiated it in that manner.

This is an installation contract, a service contract, a sales contract and an advertising contract. Once installed, the benches need to be maintained and most importantly, advertising sold. The sale of the advertising is the single most important aspect of the financial viability of this contract, and that work is being done by and through Martin. Norman wishes this Board to believe that this 51% requirement somehow is critical to this contract and that is simply not the case. However, as stated above, Martin fully intends to do over 51% of the total work under this contract over the 10 year term of the contract. While it fully intends to use Shelter Clean to provide maintenance for the new bus benches for the first few years of the contract, Martin also desires to have this work ultimately performed "in house" by its employees and has discussed this with both Shelter Clean and the City.

Once again, in fashioning its argument on this point Norman refers to Martin's submittal as a "bid". It is not a bid, it is a "proposal". As such, the City is free to "improve" its position in the contract, through negotiation, so if it believes that it is in the best interest of the City to have the contract structured as it is, with or without the 51% number set forth in the RFP, it is free to do so.

Martin's failure to disclose a 2007 dispute with Hollywood Florida, does not make its proposal to the City "non responsive".

Once again, Norman misreads a single newspaper article and provides no other available documentary evidence (readily available court records) to come to the baseless conclusion that Martin's failure to disclose a non-existent law suit by "Miami Dade County", somehow makes Martin's proposal non-responsive. As set forth above, Martin through an affiliated company, continues to be the bus bench contractor for Hollywood, Florida, the City that is mentioned in the newspaper article, and was NEVER sued by Hollywood or as Norman incorrectly suggests, "Miami Dade County". No lawsuit, no failure to disclose, no issue.

MARTIN OUTDOOR MEDIA, LLC, IS THE SUCCESSOR LEGAL ENTITY TO MARTIN OUTDOOR MEDIA, INC.

Norman would have this Board disqualify Martin Outdoor Media, LLC because it was "not the proposer". If ever a disgruntled proposer made a "form over substance" argument in an effort to undo a proposal process, this one should move to the head of the line. The simple fact is, that the same individuals who proposed to the City, are the same individuals who met with City staff during the proposal process, are the same individuals who participated in the negotiating process and are the same individuals who will be operating the City's bus bench program under the proposed contract. Martin Outdoor Media, Inc. had been in discussions with additional financial partners to further strengthen their ability to perform under the terms and conditions of the negotiated contract. However, the "on the ground" individuals who will be carrying out this contract are all in place and are the same individuals who have been dealing with City staff throughout this RFP process.

Companies are bought, sold, acquired, taken over, or change the nature of their business status every day. Martin Outdoor Media, LLC is the legal successor entity to Martin Outdoor Media, Inc. This does not mean that the City is dealing with or will have to deal with anyone who they were not dealing with before the name change. Martin Outdoor Media, LLC is in an even stronger financial position than Martin Outdoor Media, Inc. who was selected by staff as the winning proposer. This helps the City it does not hurt it.

Staff was made aware of Martin's intent to change the name of the contracting entity and fully understands that this is a change in name only, not in the principals who will deliver the contract. What would Norman contend if AT&T, CBS or some other large corporation had bought Martin? Would this make it a different company? No. Would this disqualify the newly acquired entity from signing a contract and delivering the services that were negotiated? No. The question this Board needs to ask is whether or not this is essentially the same company that submitted the winning proposal. If you put that question to staff, the answer will most assuredly be, yes. Elevating form over substance in no way benefits the City or its citizens. This Board has repeatedly approved company name changes when a contractor either changed its legal status, was acquired or merged with another company. There is no doubt that if this name

change had occurred after the award of the contract it would have been approved without question. Do not penalize Martin for changing its name prior to the contract award, with the full knowledge of City staff. Norman's accusation on this issue is without merit.

THE CITY CONDUCTED A FAIR AND UNBIASED RFP PROCESS.

The last refuge of all disgruntled bidders and proposers is to attack staff and the process. Shame on Norman and its Counsel. This argument is particularly distasteful because Norman's attorney used to be charged with defending the same City staff it now attacks.

The City of Los Angeles through its Board of Public Works awards countless contracts through the bid and proposal processes every year. Staff's only interest is to ensure that the City gets the best contractor for the proposed project. Nothing more, nothing less. Staff gets no additional compensation, no more time off or any other "perk", regardless of who it recommends for a particular contract. In the RFP process which is the subject of this protest, no amount of alleged "bias" on the part of any one individual could explain the dismal showing on behalf of Norman.

Norman seems to be confusing "knowledge" with "bias". Anyone who has any knowledge of the dismal performance of Norman over the past decades could not help but take that into consideration in evaluating Norman's proposal. In fact, all the evaluators were required to review the past performance of Norman and consider its performance, or lack thereof (well documented), in evaluating Norman's proposal. The fact that Norman NEVER paid the City more than the minimum revenue under its contract; the fact that their accounting for "revenues" was without support or substance; the fact that Norman has been in default repeatedly in failing to transmit revenue to the City in a timely manner; the fact that Norman failed to install the contractually agreed number of bus benches (6,000); the fact that Norman has an abysmal record when it comes to maintenance and repair of its bus benches may just have been why NONE of the evaluation team ranked Norman in the evaluation process in any other position but LAST. Norman's benches are ugly, uncomfortable, graffiti magnets and a complete eyesore on the City's streetscape. Norman failed to perform its responsibilities under the terms of its long standing contract with the City, not just intermittently, but continually.

Norman is asking this Board to make the issue about Mr. Lance Oishi when in fact it is about Norman and its abject failure as the City's bus bench contractor over decades, not just months or years. What Norman does not seem to grasp, is that they finished LAST in the process and even if one individual had an issue with Norman, that does not explain why every member of the evaluation team came to the same conclusion. Norman was and is its own worst enemy and its failed performance was the reason it was doomed to failure during the selection process, not "bias" by the City's contract administrator. Had the City wished to stack the deck against Norman it would have made past performance a much higher portion of the evaluation matrix. Instead, past performance was merely 20% of all the available points. Had it been more, Norman would have lost by even a larger margin.

The most pathetic point made by Norman relating to its failed attempt to demonstrate "bias", is its argument relating to the scoring of its proposal. Norman may be entitled to the 4 points it seeks. However, like the student in school who got an "F" asking the teacher for an "F plus", it is not really going to make much of a difference in the final grade. Norman was a distant third in the evaluation process, according to all evaluators, and no amount of mathematical

recalculation is going to change that fact. No amount of "bias" on behalf of City staff can account for the fact that Norman finished more than 25 points behind even the second ranked proposer, let alone Martin.

Norman cites to certain negotiated terms of the proposed contract to demonstrate alleged bias on behalf of the City against Norman. First and foremost, the City was represented by legal Counsel and two staff representatives in the contract negotiations. All terms and conditions were subject to discussion, negotiation and agreement by both sides. Neither side got all the terms and conditions that it desired as the process was one of give and take, as a successful negotiation should be. Mr. Oishi was not the sole decider of the contract terms. Further, if Martin had not agreed to the terms contained in the proposed contract that the City desired, the City still had the second ranked proposer in the wings waiting to negotiate a contract. So, if you believe the Norman allegations, the City and Mr. Oishi would have gotten what it wanted without Martin by merely going to the second ranked proposer as opposed to "giving in" to all of Martin's demands. Norman's position on this issue is without merit.

6,000 Benches.

It is interesting that Norman should choose this term as its first "example" of City bias against Norman and towards Martin. The Board should be aware that Norman, under the terms of its 10 year contract with the City, was required to place "6,000 bus benches" on the City's streets. Does anyone, even Norman, know how many bus benches it actually has out on the streets of Los Angeles? The City doesn't know and neither does Norman because Norman has continually refused to give the City a list of its bus bench locations. As of the writing of this letter, there is now a detailed inventory of all existing bus benches, recently completed by Martin. This bus bench inventory is a requirement of both the RFP and the proposed contract. This inventory has been completed at a cost of tens of thousands of dollars to Martin, is months ahead of schedule and completed by Martin without even having a signed contract. Apparently Norman itself does not know how many bus benches it has placed on the City's streets, as they have repeatedly used different numbers for their total bus bench placements, depending on who is talking and what forum they are in. At the very least, Norman was CONTRACTUALLY REQUIRED to place 6,000 bus benches within the first 30 months after the Notice to Proceed in accordance with its latest contract with the City and has NEVER had that number of bus benches installed. Ten years, still no 6,000 benches. The inventory taken by Martin shows the Norman bus bench count at 5,259. Martin is now aware of every location with a Norman bus bench and how many are installed at each location based on its recent inventory work.

Norman has expressed its belief that the negotiated number of benches to be installed over a two year period somehow demonstrates bias on the part of the City negotiating team against Norman. Nothing could be farther from the truth. Before Martin can install its new bus benches on the City's streets, the Norman bus benches must be removed. Under the Norman contract, Norman is required to remove its existing bus benches. However, this could produce consequences which are not in the City's or the bus riding public's best interest. Removal of the existing benches is a time consuming venture and also creates a disposal issue. If Norman either refuses to remove its benches or refuses to cooperate with Martin in providing a removal schedule, installation of the new benches becomes problematic. Martin, in order to solve this problem, offered to be both financially and practically responsible for the removal of all the Norman bus benches at a cost to Martin of between \$250,000 to \$500,000. Martin offered this option to the City if the process could be spread over two years, and they accepted. This

process is also in the best interest of the bus riding public. With Martin in charge of both removal and installation, it can schedule the process in such a manner that the bus riding public is without a bus bench for the shortest possible time. If Norman removes all its benches, Martin has one year to install its new benches so there will be sections of this City which will not have bus benches for a significant period of time.

The City has its choice. Martin will take full responsibility for removal and reinstallation, saving Norman the headache and cost of removal, while providing the removed benches to Norman, if Norman so desires, saving the City any cost of removal, provided that this is accomplished over two years. The City also has the option of requiring Norman to remove its benches under the Norman contract, leaving Martin with a clean palate, and Martin will install all its benches over one year. (Causing some sections of the City to be without benches for up to a year.) The City also has the choice to pay Martin the cost of removal of the Norman bus benches and it will remove and install all new benches within the one year period.

These options are not a material deviation from what was contemplated by the RFP. The negotiating process is also a learning process and the City realized that a smooth transition from the old contractor to a new contractor is not easily accomplished after the length of time that the old contract has been in place. Martin will accommodate whichever option the City chooses.

Norman also wishes this Board to believe that the two year option somehow cheats the City out of revenue. Again, nothing could be farther from the truth. The irony of this "claim" is the simple fact that Norman NEVER paid the City more than the contractual minimum over the entire length of its 10 year contract but somehow if Martin takes two years to remove all the old Norman benches and replace them with Martin's new benches that this will deprive the City of revenue. In reality, the two year removal and installation protects the bus riding public and allows for an organized, scheduled removal and installation process. While Martin believes that it will be more successful with advertisers than has Norman, it will most certainly take time to woo advertisers back to the bus bench advertising market after the terrible job Norman did in maintaining its benches. Advertisers do not want their products advertised on dirty, graffiti ridden bench stock and Martin will have to demonstrate its superior maintenance delivery to improve the revenue from the bus bench program. The City's negotiation of this term of the contract hardly demonstrates "bias".

Liquidated Damages.

The whole purpose of liquidated damages is to establish a set amount of "damage" to the damaged party because accessing the actual amount of damage is difficult or impossible. The agreement to have a defined amount for each "breach" or failure serves both the purpose of defining what the damage is as well as letting the parties know what is at stake. Having a "range" of damages, as was set forth in the RFP, defeats the purpose of having the damages "liquidated", i.e., fully defined and delineated in the contract. This term was negotiated between the parties and is in an amount which is not at all dissimilar to the range in the RFP. Both parties believe that putting the contractor on notice (hence, the first "notice" being a \$0 charge), was the appropriate way to deal with this contract term and is hardly a material deviation from the RFP. The term "nit pick" certainly comes to mind.

Reduced Compensation.

How this contract term amounts to "bias" against Norman is almost unfathomable. Again, considering Norman's track record for paying the City the bare minimum, I guess the compensation formula above the minimum would never seem to come into play if they had received the contract. This is a City determined formula which Martin agreed to. Martin's minimum guarantee was greater than that of Norman and if Martin is at all successful, it will surpass the 10 year Norman track record the first time that Martin pays the City more than the minimum payment. Negotiations are just that, negotiations. Both parties appear to be in agreement on this term and if the City wished to have to it stated differently, it would have informed Martin of this during the negotiations.

Personal Property Tax Revenues.

This argument of "bias" defies logic. First and foremost, it was the City that wished to "own" the benches. Martin did not demand this term. This contract term in no manner affects any revenues received by the City. The City does not take part in the County's personal property tax collections, a fact that became painfully apparent to the City and its staff when this issue came up after the implementation of the City's Street Furniture Contract. As plainly stated as it can be, the City will own over \$5,000,000 worth of physical bus bench infrastructure once it is installed. How is this a bad thing? In fact, if Martin were to "default" under this contract any time after installation, including the next day, the City maintains ownership of all the new bus bench stock, insuring that the bus riding public has benches to use while a new contractor is put in place. This term is a clear "incentive" for Martin to perform under this contract; perform or lose you entire capital investment, some benefit to Martin. Norman's assertion is so illogical that they should be embarrassed for making such an accusation. If the City wishes to give ownership of the installed bus benches back to Martin, it will most assuredly accept it, no questions asked! This term was requested by the City to obviate the uncertainties that now exist regarding the removal of the Norman benches.

THE CITY'S RFP PROCESS WAS FUNDAMENTALLY FAIR AND PROVIDED ALL PROPOSERS WITH THE SAME RIGHTS AND OBLIGATIONS.

Protest Procedures.

Norman's argument seems to express a belief that it was treated unfairly by both staff and the process. Nothing could be farther from the truth. In attacking the protest process, it cites to Section 2.8 of the RFP and claims that this "protest process" is impossible to follow in an RFP. Norman is incorrect.

There are at least three opportunities to mount a challenge or "protest" to an RFP process. The first of these arises once the RFP is released. Any potential proposer can challenge the content, the evaluation criteria or any other portion of the RFP itself that it believes is in any manner incorrect or unfair. Section 2.8 of the RFP sets out the procedure and time line to challenge the actual RFP itself. Norman has raised a number of issues that should have been raised once the RFP was released to the public, NOT now, some 11 months after the release of the RFP. Section 2.8 defines when and how a challenge to the RFP should be conducted. Norman chose to participate in the RFP process and now belatedly challenges

some of the fundamental portions of the RFP at this exceptionally late date. Section 2.8 makes such challenges untimely.

The second opportunity where a proposer may raise a challenge to the RFP process is after it has gone through the process and found it to be unfair and biased. Norman went through the evaluation process, apparently felt it was unfair and has waited until now to raise the issues in a formal written protest. If Norman did not like how it was treated during the "process" it should have raised such issues at the time, not waited until the end, once it lost and another contractor is before the Board for approval. If the process was biased, it was biased during the evaluation and at the time staff made its recommendation to the Board. Norman failed to raise these issues in writing to the staff or the Board within the 10 day period provided by Section 2.8 of the RFP. The Board authorized staff to negotiate with Martin back in January and Norman should have filed its protest to the process at that time as set forth in Section 2.8. There has been more than sufficient time to raise such issues since January and more than sufficient time for such a protest to follow the time line set forth in Section 2.8.

The third opportunity to "protest" a proposed award of a contract under an RFP, is once staff provides the Board with its negotiated contract and staff is legally obligated to release the actual RFP responses and the evaluator's evaluations. In this situation, Section 2.8 cannot apply and was never meant to apply. If a proposer believes the RFP is flawed or that they were treated unfairly, there is more than sufficient time to follow the express procedures contained in Section 2.8. The ONLY challenge that should be raised at the time the RFP responses and the evaluations are released is a challenge to the content of the RFP responses and/or the terms and conditions of the contract and a challenge to the evaluations themselves. This is a much more limited scope of protest and the City only has to provide the offended proposer with due process, not any particular schedule of due process but a chance to file their challenge to the recommended proposal, the proposed contract and the evaluations and then a chance to be heard before the contract awarding authority. This right to due process has been met as Norman actually had 10 calendar days to review the proposals, draft contract and evaluations and mount this protest, although this protest goes far beyond a mere challenge to the content of Martin's proposal, the City's draft contract and the evaluations.

Norman will also be afforded an opportunity to address this Board on Wednesday, May 25, 2011. This time frame more than meets any fundamental requirement for due process. It should also be noted that Norman was ordered by this Board to provide everyone, including Martin, with a copy of their protest, if they filed one, by 9:00 a.m. on Friday, May 20, 2011. Norman failed to meet this Board mandate and only made its lengthy written protest available to the City Attorney late in the day on the 20th, denying both Martin and the City valuable time to respond to their shotgun approach in this protest. Martin is YET to receive a copy directly from Norman and had to chase down a copy late in the day on Friday. Norman's intent to deny Martin and the City valuable time cannot be overlooked or dismissed. Their timing was intentional and calculated to frustrate both the City and Martin in preparing an adequate response.

**BOTH THE CITY AND MARTIN DEMONSTRATED "INTEGRITY"
THROUGHOUT THE RFP PROCESS.**

Norman's final attempt to demean the City's RFP process and Martin is nothing more than a desperate effort to smear both City staff and Martin with a Florida blogger's baseless allegations about a Martin related entity giving a political candidate "under valued" access to

some if its bus bench ad space in Florida. In fact, the Mayor actually paid more for his benches than the average rate charged by Martin. (See Martin's letter to the City attached hereto as Exhibit 8.) Anyone with a computer can claim that someone did or said anything without proof, without evidence, without due process. If this unsupported allegation were to gain any traction with anyone in a responsible position, Martin will cooperate fully and disclose all its records. There is simply nothing to hide. This Country still adheres to the concept of "innocent until proven guilty", a concept that should not be lost when evaluating this unsupported allegation by Norman.

Norman seeks to have this Board delay this contract to investigate an allegation in an on line bloggers internet posting; hardly a credible source of anything but gossip. As explained in Exhibit 8, no favoritism was afforded the alleged candidate. Norman's argument should be dismissed and treated as the desperate effort that it is.

CONCLUSION

As with most unfounded bid or RFP protests, Norman paints with a broad brush, makes baseless allegations, raises issues without documentary support and then claims staff and the process were "biased" and against it from the beginning. The Board should not be taken in by any of these tactics, you have all seen them before. The critical question you need to ask in reviewing each of the Norman allegations is whether or not the allegation is first, supported by credible evidence and then, if true, has it materially changed the level playing field in favor of one proposer over the others. None of their allegations deserve to be given any credence by this Board.

An in depth review of the entire RFP process reveals that it was both fair and equitable to all proposers. It held each proposer to the same set of standards in reviewing its submittals and all evaluators came to the same conclusions. Martin was the highest rated proposer and Norman was the lowest, by a wide margin. Norman put itself in this position by repeatedly failing to provide the City and its citizens with the services it bargained for and should have demanded from Norman for at least the last 20 years. Norman is a known commodity, a terrible contractor with little regard for its responsibilities and has thumbed its nose at the City all the way through its dismal performance on the existing bus bench contract. Please do not reward their past failures by giving them one more chance. They do not deserve it nor do the citizens of this City. It is time for a change, and Martin is that change. Thank you for your consideration.

Sincerely,



Christopher M. Westhoff, for
FREEMAN, FREEMAN & SMILEY, LLP
Attorneys for Martin Outdoor Media, LLC

CMW:1349021.1

cc. Ted Jordan, Esq., Assistant City Attorney
Mr. Lance Oishi, Bureau of Street Services
Ms. Shannon Eastenson, Bureau of Street Services

**State of California
Secretary of State**

CERTIFICATE OF REGISTRATION

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That on the 10th day of January, 2011, **MARTIN OUTDOOR MEDIA OF LOS ANGELES, LLC**, complied with the requirements of California law in effect on that date for the purpose of registering to transact intrastate business in the State of California; and further purports to be a limited liability company organized and existing under the laws of Delaware as **MARTIN OUTDOOR MEDIA OF LOS ANGELES, LLC** and that as of said date said limited liability company became and now is duly registered and authorized to transact intrastate business in the State of California, SUBJECT, HOWEVER, TO:

- (a) any licensing requirements otherwise imposed by the laws of this State and;
- (b) that subject foreign limited liability company shall transact all intrastate business within this State under the above name elected.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great Seal
of the State of California this day of
February 5, 2011.



Debra Bowen

DEBRA BOWEN
Secretary of State

LLC-5

Application to Register a Foreign Limited Liability Company (LLC)

201102510101

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

JAN 10 2011

To register an LLC from another state or country in California, fill out this form, and submit for filing along with:

- A \$70 filing fee,
- A certificate of good standing from the agency where your LLC was formed originally, and
- A separate, non-refundable \$15 service fee, if you drop off the completed form.

Important! LLCs in California may have to pay a minimum \$800 yearly tax to the Franchise Tax Board.

LLCs that provide professional services cannot register in California.

This Space For Office Use Only

For questions about this form, go to www.sos.ca.gov/business/be/filing-tips.htm

① Name to be used for this LLC in California

Martin Outdoor Media of Los Angeles, LLC

(Proposed LLC name)

The proposed LLC name must end with one of these terms: "LLC," "L.L.C.," "Limited Liability Company," "Limited Liability Co.," "Ltd. Liability Co." or "Ltd. Liability Company," and may not include these words: "bank," "trust," "trustee," "incorporated," "inc.," "corporation," or "corp.," "insurer," or "insurance company."

② LLC History

a. If the proposed LLC name you listed above is different than the LLC name you use now (as listed on your certificate of good standing), list the complete LLC name used now:

b. Date your LLC was formed (MM, DD, YYYY):

01/03/2011

c. State or country where your LLC was formed:

DELAWARE

d. Your LLC currently has powers and privileges to conduct business in the state or country listed above.

③ Service of Process

List a California resident or a qualified 1505 corporation in California that agrees to be your agent to accept service of process in case your LLC is sued. You may list any adult who lives in California. You may not list an LLC as your agent.

a. Agent's name:

RANDALL N. SMITH

If the agent you listed above is a California resident (not a corporation), list that person's address:

b. Agent's address:

1317 BEVERLY ESTATE DRIVE

BEVERLY HILLS

CA

90210

If the agent listed above has resigned or cannot be found or served after reasonable attempts, the California Secretary of State will be appointed the agent for service of process for your LLC.

④ LLC Address

a. List address for your LLC's headquarters:

60 NW 70th Avenue, #3, PLANTATION, FLORIDA 33317

city (no abbreviations)

state

zip

b. List address for your LLC's main office in California, if any:

1317 BEVERLY ESTATE DRIVE, BEVERLY HILLS

city (no abbreviations)

state

zip

⑤ Read and sign below:

I declare that I am the person who signed this form, and that I am authorized to do so under the laws of the state or country where this LLC was formed.

Sign here

MARLYN A. FRIEND

Print your name here

Date

JANUARY 3, 2011

Your business title

Managing Director

Make check/money order payable to: Secretary of State

We can give you up to 2 free certified copies of your filed form if you submit up to 2 completed copies of this form (with all attachments).

By Mail

Secretary of State
Business Entities, P.O. Box 944228,
Sacramento, CA 94244-2280

Drop-Off

Secretary of State
1500 11th St., 3rd Floor,
Sacramento, CA 95814

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "MARTIN OUTDOOR MEDIA OF LOS ANGELES, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRD DAY OF JANUARY, A.D. 2011.


AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.



4921316 8300

110001895

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8466962

DATE: 01-03-11



I hereby certify that the foregoing
transcript of 2 page(s)
is a full, true and correct copy of the
original record in the custody of the
California Secretary of State's office.

FEB 05 2011 *y*

Date: _____

Debra Bowen

DEBRA BOWEN, Secretary of State

State of California
Secretary of State

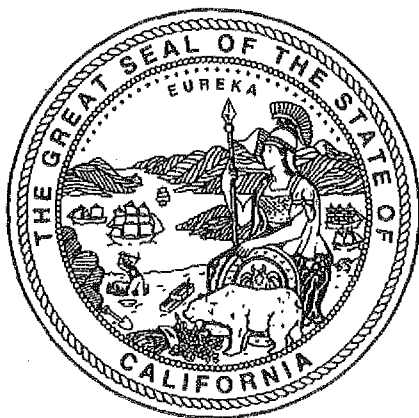
AMENDED CERTIFICATE OF REGISTRATION

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That on the 1st day of March, 2011, there was filed in this office an Amended Application for Registration, Foreign Limited Liability Company whereby the name, under which the foreign limited liability company was registered and transacting business in California, as MARTIN OUTDOOR MEDIA OF LOS ANGELES, LLC a limited liability company organized and existing under the laws of Delaware was changed to MARTIN OUTDOOR MEDIA, LLC.

This limited liability company complied with the requirements of California law in effect on that date for the purpose of registering to transact intrastate business in the State of California and as of the said date has been and is qualified and authorized to transact intrastate business in the State of California. Subject, however to any licensing requirements otherwise imposed by the laws of this State.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this
21st day of March, 2011.



Debra Bowen

DEBRA BOWEN
Secretary of State



State of California
Secretary of State

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

MAR 01 2011

LIMITED LIABILITY COMPANY
APPLICATION FOR REGISTRATION
CERTIFICATE OF AMENDMENT

A \$30.00 filing fee must accompany this form
IMPORTANT - Read instructions before completing this form.

This Space For Filing Use Only

1. Secretary of State File Number

201102510101

2. Name under which this foreign limited liability company is conducting business in California:

MARTIN OUTDOOR MEDIA OF LOS ANGELES LLC

3. COMPLETE ONLY THE SECTIONS WHERE INFORMATION IS BEING CHANGED. ADDITIONAL PAGES MAY BE ATTACHED, IF NECESSARY. CONSULT THE INSTRUCTIONS BEFORE COMPLETING THIS FORM.

A. The name under which this foreign limited liability company conducts business in California. (End the name with the words "Limited Liability Company," or "Ltd. Liability Co.," or the abbreviations "LLC" or "L.L.C.")

MARTIN OUTDOOR MEDIA, LLC

B. The name of the foreign limited liability company has been changed as follows and has been recorded in the home state or country:

MARTIN OUTDOOR MEDIA, LLC

C. State or country of formation of the foreign limited liability company, if false or erroneous at time of registration.

D. Date on which the foreign limited liability company was formed, if false or erroneous at time of registration.

E. Address of the principal executive office: City State Zip Code

F. Address of the principal office in California: City State CA Zip Code

4. Future effective date, if any: 2/23/2011

Month

Day

Year

5. Number of pages attached, if any:

6. Declaration: It is hereby declared that I am the person who executed this instrument, which execution is my act and deed.

Signature of Authorized Person

Date

2/23/2011

Type or Print Name and Title of Authorized Person

MARLYN A. FRIEND
Executive Vice President

RETURN TO:

NAME

FIRM

ADDRESS

CITY/STATE

ZIP CODE

Marlyn A. Friend
Martin Outdoor Media, LLC
1317 Beverly Estate Drive
Beverly Hills CA 90210

SEC/STATE (REV. 03/2005)

FORM LLC-8 - FILING FEE: \$30.00
Approved by Secretary of State



I hereby certify that the foregoing
transcript of 1 page(s)
is a full, true and correct copy of the
original record in the custody of the
California Secretary of State's office.

MAR 21 2011

Date: 04

Debra Bowen

DEBRA BOWEN, Secretary of State

**Business Entities (BE)****Online Services**

- Business Search
- Disclosure Search
- E-File Statements
- Processing Times

Main Page**Service Options****Name Availability****Forms, Samples & Fees****Annual/Biennial Statements****Filing Tips****Information Requests**
(certificates, copies & status reports)**Service of Process****FAQs****Contact Information****Resources**

- Business Resources
- Tax Information
- Starting A Business
- International Business Relations Program

Customer Alert

(misleading business solicitations)

Business Search - Results

Data is updated weekly and is current as of Friday, May 13, 2011. It is not a complete or certified record of th

- Select an entity name below to view additional information. Results are listed alphabetically in ascending
- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more **Information Requests**.
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

Results of search for " MARTIN OUTDOOR " returned 1 entity record.

Entity Number	Date Filed	Status	Entity Name	Agent for Service of Process
201102510101	01/10/2011	ACTIVE	MARTIN OUTDOOR MEDIA, LLC	RANDALL N SMITH

[Modify Search](#) [New Search](#)[Privacy Statement](#) | [Free Document Readers](#)

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CITY of HOLLYWOOD, FLORIDA

Department of Public Utilities

Engineering and Construction Services • P.O. Box 229045 • Hollywood, Florida 33022-9045
Phone (954) 921-3930 • Fax (954) 921-3258 • www.hollywoodfl.org

May, 5, 2011

Re: Sunshine State Media, Inc. Bus Bench Agreement

To Whom It May Concern:

Please accept this letter as notice that as of this day, May 5, 2011, Sunshine State Media is current with contractual fees that are paid to this City as part of the bus bench agreement between the City and Sunshine State Media.

Should you have any questions or concerns in regards to this matter, do not hesitate to contact me.

Sincerely,

Laura A. Borgesi

Laura A. Borgesi, EI, PSM
Project Engineer



Our Mission: We are dedicated to providing municipal services for our diverse community in an atmosphere of cooperation, courtesy and respect.
We do this by ensuring all who live, work and play in the City of Hollywood enjoy a high quality of life.

"An Equal Opportunity and Service Provider Agency"



From: <AFallik@hollywoodfl.org>
Date: Fri, 06 May 2011 13:25:05 -0400
To: <scott@gobench.com>
Subject: Re: FW: MOM v City of Hollywood - Case Closed - Dismissal filed 3/07/07

Dear Scott:

As you have requested, I am sending this e-mail to confirm that there is no pending litigation between Martin Outdoor Media, Inc. and the City of Hollywood. However, it occurs to me that no one need rely on this e-mail, since this information is available on the Clerk of the Courts website.

Alan Fallik
Deputy City Attorney
2600 Hollywood Blvd.
Hollywood, FL 33020
(telephone) (954) 921-3435
(facsimile) (954) 921-3081

>>> "Scott Martin" <scott@gobench.com> 5/6/2011 11:51 AM >>>

-----Original Message-----

From: Barbi Domino [mailto:ctplaw@msn.com]
Sent: Thursday, May 05, 2011 5:41 PM
To: scott martin; dmaelion@aol.com
Cc: eswpa@aol.com
Subject: MOM v City of Hollywood - Case Closed - Dismissal filed 3/07/07

CASE DETAIL

Broward County Case Number: **CACE06002286**
Court Type: **Civil Division - Circuit Court**
Incident Date: **N/A**
Court Location: **Central Courthouse**
Magistrate ID / Name: **N/A**

State Reporting Number: **062006CA002286AXXXCE**
Case Type: **Temporary / Permanent Injunction**
Filing Date: **02/17/2006**
Case Status: **Disposition Entered**
Judge ID / Name: **18 Singer, Michele Towbin**

Style: **Martin Outdoor Media Inc Plaintiff vs. Hollywood Florida City Of Defendant**

Party Detail		Address	Attorneys / Address
Party Type	Party Name	Address (Per AOSC07-49, only the addresses of counsel can be displayed.)	Denotes Lead Attorney
Plaintiff	Martin Outdoor Media Inc		Pollack, Robert L. Retained
Defendant	Hollywood Florida City Of		Wintter & Associates Pa 2239 Hollywood Blvd Hollywood, FL 33020-0000 Oldershaw, Robert M Retained 2600 Hollywood Blvd Rm- 407 Hollywood, FL 33020-0000

[?] Disposition Detail

Date	Statistical Closure(s)
03/07/2007	Dismissed, Settled or Disposed After Hearing

Date	Disposition(s)
03/07/2007	Notice of Voluntary Dismissal Converted Disposition: Notice Of Vol Dismissal: Fld & Rec W/prej (9jo)

Law Offices of Steven R. Fox
Bankruptcy & Related Matters

17835 Ventura Boulevard
Suite 306
Encino, CA 91316
818. 774. 3545 Ph / 818. 774. 3707 FAX
emails@foxlaw.com

May 23, 2011

Martin Outdoor Media, LLC.
1317 Beverly Estate Drive
Los Angeles, CA 90210-2117

Attention: Mike Friend, General Counsel

Re: LNI; Business Relationship with Martin Outdoor Media, LLC

To Whom it May Concern:

I represent LNI Custom Manufacturing, Inc. ("LNI") in its chapter 11 case. I write this letter with respect to certain allegations raised in a protest dated May 20, 2011, made by Norman Bench Advertising ("Norman") in connection with a "Request for Proposal for Bus Bench Program Contract Calendar Years 2011 through 2021."

In its protest, Norman Bench Advertising states LNI is a debtor in a chapter 11 proceeding and that LNI may liquidate its business instead of reorganizing. While a debtor in chapter 11 may liquidate its business, this is not LNI's intention. Norman infers a liquidation without knowledge of LNI's chapter 11 case and LNI's steps to reorganize. With the brief history of LNI I provide below and the steps LNI has taken (and will continue to take) to reorganize, I am comfortable the Board of Public Works can safely conclude that LNI can perform its contractual obligations.

LNI was established in 1995. LNI designs, manufactures, sells, and installs custom sign and shelter solutions for transit systems. Scott Blakely has been the owner and president/CEO of the business since 1995. He has over 30 years of experience in the industry. LNI employs some 39 employees in the Los Angeles area.

LNI filed chapter 11 for a number of reasons but they ultimately come down to LNI's lender, Comerica Bank, unexpectedly pulling a million dollar line of credit. There were other factors, e.g., the recession, but the Bank's act caused the filing. LNI filed its chapter 11 petition earlier this year; since then, LNI has taken many steps to improve its financial position.

First, in the context of hearings on the use of cash collateral, LNI has obtained approval on several occasions from the Bankruptcy Court to use its monies and to operate its business. To obtain these approvals, LNI had to present detailed financial information including detailed cash forecasts showing LNI would be profitable going forward and that it could handle work going forward. In effect, LNI had to convince a Federal bankruptcy judge four times in the past few months that LNI could operate profitably (or at least not lose money) and its management was worthy of operating LNI's business. The Bankruptcy Court

Letter to Mike Friend
Martin Outdoor Media, Inc.
May 23, 2011

Page 2

has unique expertise to make this determination. On each of these occasions when LNI has requested authority to use its monies to operate its business, the Bankruptcy Court has granted each request.

Second, LNI retained a chief financial officer, the Patrick Rettig Corporation ("Rettig"), which is well trained in working with financially troubled companies and moving these companies to financial health. Rettig has worked with LNI to implement cost cutting procedures, lower costs of goods sold, increase revenue and develop and implement cash flow projections.

Third the economy is slowly improving.

Fourth, LNI reduced costs including eliminating a remote sales department and overhead.

Fifth, since the chapter 11 filing, local governments have awarded contracts to LNI to manufacture and, in some instances, to install product as well. These municipalities include the City of El Monte, the City of San Diego LACMTA and the City of Ventura. Also, LNI has contracted for work for Walt Disney, WDI.

Sixth with the new CFO, LNI is operating its business from existing monies and not relying on a line of credit.

Seventh, LNI is a sizeable company. LNI's total revenues in year 2010 were \$6.21 million.

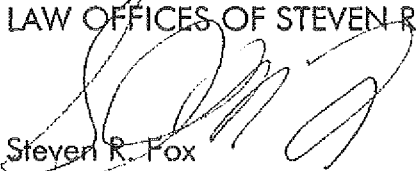
LNI expects to emerge from bankruptcy before the end of 2011. LNI is in full operational mode. Since January 1, 2011, LNI has booked over \$2,000,000 in business. LNI has high expectations that in addition to this contract with Martin, LNI will book an estimated additional six to ten million dollars in business this year. LNI has completed approximately \$1,700,000 in business since January 1, 2011.

LNI is a local company which employs some 39 workers in the Los Angeles area. Through its chapter 11 case, LNI expects to save these jobs and to again grow. LNI has met all of its manufacturing obligations to other municipalities and general contractors and expects that it will meet all of its manufacturing obligations to Martin Outdoor Media, Inc. and the City of Los Angeles.

Please feel free to contact me if you have any further questions.

Sincerely yours,

LAW OFFICES OF STEVEN R. FOX



Steven R. Fox

cc: Scott Blakely (LNI Manufacturing)



1675 Locust Street A PLAYCORE Company
Red Bud, Illinois 62278

Martin Outdoor Media, LLC
May 23, 2011

First of all, we would like to thank you for the City of Los Angeles opportunity. We want to assure you that UltraPlay Systems will commit all the necessary resources to manage this project from start to finish. UltraPlay is one of 9 divisions of PlayCore which is a \$200M company with over 1 million square feet of manufacturing space located in 7 states with redundant manufacturing capabilities.

UltraPlay is capable and prepared to produce the quantity of 6,000 AD3H-W7 advertising benches required for the City of Los Angeles project. We will also assure you that we can supply these benches within the 12 month schedule and comfortably have 40% additional capacity in our Red Bud, Illinois facility. We will also have an experienced team assigned to this project including a design engineer, a dedicated quality supervisor and a dedicated shipping / logistics supervisor.

We have been preparing for this project for several months and look forward to supplying Martin Outdoor Media, LLC with all the benches and other site amenities required to make this project a success for your company.

Mark Burgess
Vice President Recreation Brands Groups, PlayCore

Mike Moll
General Manager Ultra Play Systems

Philip Clemons
Sales Manager Ultra Play Systems

1-800-45-ULTRA

1-618-282-8200

1-618-282-8202 FAX



**Scott Martin
Martin Outdoor Media, LLC
150 NW 70th Avenue, Suite #3
Plantation, Florida 33317**

May 11, 2011

Ms. Shannon Eastenson
Bureau of Street Services
1149 South Broadway, Suite 400
Los Angeles, California 90015

Re: Allegations by Blogger Stephanie Kienzle Against Martin Outdoor Media.

Dear Shannon:

I wanted to alert you to a situation in the City of North Miami Beach as a result of a complaint filed with the City's election commission by blogger Stephanie Kienzle regarding campaign ads for Mayor Myron Rosner on bus benches owned Martin Outdoor Media ("MOM"). In her complaint, Ms. Kienzel alleged that MOM provided the Mayor with bus bench ads at below market costs, thereby making illegal contributions to the campaign of the Mayor. Ms. Kienzel's allegations were purportedly based on the rate card for ads contained in MOM's website.

MOM quotes rates on its website in the amount of \$135 for a standard bench, and \$300 for premium locations. As you can imagine, the rates quoted in MOM's website are aspirational, and the average rate charged by MOM is approximately \$136 per bench. Also, discounts are given to those customers contracting for a larger number of benches, such as 30 benches.

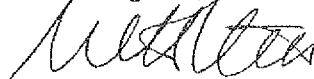
What is important is that the Mayor did not receive a better rate than anyone else. Mayor Rosner paid MOM \$4,500 for 30 bench ads at the rate of \$150 per bench ad for one month. As you can see, the Mayor paid above MOM's average bench rate, even though he contracted for a large number of benches. The Mayor's bench locations were the usual mix of standard and premium locations. Accordingly, Mayor Rosner did not receive a sweetheart deal on the bus bench ads he purchased from MOM.

As it turned out, the Mayor's ads remained on the benches for more than one month because they were so heavily and constantly defaced with graffiti. Paragraph 6 of MOM's standard contract deals with ads that are "defaced for any cause beyond the control of the Company" and provides that "the Company will extend if requested to do so, the term of this contract equivalent to the lost time without additional cost to the Advertiser other than the fees pursuant to this contract". Therefore, as is MOM's policy, the term of the Mayor's contract was extended for an amount of time equivalent to the time during which his defaced ads were displayed before they could be replaced.

Finally, MOM made an in "in kind" contribution to the Mayor's campaign in amount equal to no more than \$500 as a result of the fact that the Mayor's ads were installed a day or two early. The monthly rate of \$150 per ad panel translates to \$5 per day per bench ad. Assuming that MOM installed all of the Mayor's panels (30 of them) 2 days early, the campaign contribution was approximately \$300.

If you have any questions regarding any of the foregoing, please feel free to give me a call at (954) 558-4973.

Best regards,

A handwritten signature in cursive script, appearing to read "Scott Martin".

Scott Martin

May 24, 2011

Honorable Board of Public Works
Room 350, Los Angeles City Hall
200 N. Spring Street
Los Angeles, California 90012

Re: Response to Request for Proposal Protest Filed by Norman Bench Advertising

Honorable Members:

This letter shall serve as a partial response to the baseless Request for Proposal (hereinafter "RFP") "protest" filed by Norman Bench Advertising (hereinafter "Norman") against the proposal submitted by the recommended proposer, Martin Outdoor Media, LLC (hereinafter, "Martin"). Due to the short time that this protest has been in the hands of Martin, additional responses may be provided to the Board at the hearing now scheduled for Wednesday, May 25, 2011 at 9:30 a.m.

INTRODUCTION.

Norman has been the sole provider of bus benches in the City of Los Angeles for well over two decades. During that time frame, it has failed miserably in this effort. Throughout the last 10+ year reign of the Norman empire, it has NOT ONCE paid the City of Los Angeles more than the bare minimum in revenue, as required in its contract with the City, as the City's sole provider of bus benches. Its accounting of its revenues would not even pass muster for a roadside lemonade stand, let alone a multi-million dollar corporation. This is significant in that Norman was to pay to the City the minimum payment, plus additional fees if Norman's annual gross receipts exceeded \$1,200,000. Even with the fact that Norman NEVER paid more than the minimum, it has repeatedly been in default with even this "minimum" payment to the City¹. More importantly, Norman's abject failure to meet even the barest minimum of its contractual requirements to "maintain" its bus benches in an acceptable manner, has left both the City of Los Angeles embarrassed and the bus riding public at risk.

Viewed in light these facts, Norman's shotgun approach to its protest of Martin's selection as the highest rated proposer for the new bus bench program rings extremely hollow. Norman not only lost out to Martin in the selection process, it was ranked a very distant third, based on its miserable track record as the incumbent bus bench contractor in Los Angeles and its failed efforts in the proposal process. Norman's only avenue to rescue itself is to attack the process and hope that one or more of its baseless arguments strikes a note with this Board. In reviewing the various arguments put forth by Norman, this Board must ask itself if anything that Norman has raised is a "material" defect in the process and not merely an attempt to elevate

¹ This is of particular note considering that Norman has had minimal capital expense since it completed its bench installation many years ago and Los Angeles remains one of the richest advertising venues in the United States.

"form over substance". As this response will make abundantly clear, as with its contractual obligations over the last two decades, Norman has once again failed miserably.

BACKGROUND.

In June, 2010, the City of Los Angeles issued a "Request for Proposal" for the City's Bus Bench Program. Martin Outdoor Media, Inc. submitted a response to this RFP. Martin submitted all required documentation to the City, participated in the evaluation process and was selected by the City staff as the highest rated proposer out of those entities submitting proposals to the City. Martin has been diligently "negotiating" with City staff pursuant to the staff's request and the authorization given to staff by this Board on January 14, 2011. Throughout Norman's protest letter, Counsel for Norman continually cites to cases and uses arguments which involve a competitive "bid" process rather than an RFP process. Not a single case cited by Norman is analogous to the facts present here. As set forth in the City's own documents, this was a "proposal" process NOT a "bid" process. By its very nature, the proposal process is a different, much more flexible process than a "bid" process. While each of the two processes must be fair, impartial and allow for competition, the City is free in a proposal process to "negotiate" the terms of the ultimate contract between the City and the selected vendor. Any contract which evolves out of this negotiating process to provide the services requested in the "Request for Proposal", must be substantially as requested in the RFP, but is necessarily a compromise reached during negotiations. Unlike a "bid" where there is little if any wiggle room to deviate from the bid specifications or the bid response², the RFP process necessarily recognizes the fact that the City does not know exactly what it wants in the final "contract" and as such, solicits proposals from which it chooses the best one and negotiates the terms of the final contract, as was done here. In fact, the City's RFP at section 3.5 included the following language:

"Prior to award of the contract, the successful Proposer may be required to attend negotiation meetings that will be scheduled at a later date. The intent of the meeting(s) will be to discuss and negotiate contract requirements, compensation, service level agreements, detailed scope of work specifications, ordering, invoicing, delivery, receiving, payment procedures, etc., in order to insure successful administration of the contract."

The contract now before you is the result of this negotiating process and presents the City with an even better set of terms and conditions than contemplated by the RFP. It was the process of honest give and take between the parties, as contemplated by the process, and in this instance the select vendor, Martin, was both diligent and creative in providing the City with contract conditions that will allow for a smooth transition from the existing contractor to Martin. For the sake of the Board, this protest response will address the alleged issues raised by the protest in the same order as presented in the protest so that the Board will have an easier time comparing both the allegation and the response.

² A typical City bid contract consists of the bid specifications, the bid response from the bidder, and a cover sheet. There is no "negotiation" of the terms of the contract.

MARTIN IS A "RESPONSIBLE" PROPOSER.

Martin has no quarrel with the general legal principals cited by Norman's Counsel outlining the concept of bidder responsibility, as they are long standing legal principals that the undersigned as Counsel for Martin has cited numerous times as this Board's past General Counsel³. However, Norman's misguided attempt to apply the general concepts of bidder responsibility to the actions of Martin in this matter in its effort to convince the Board that Martin is a "non-responsible" proposer, miss the mark completely.

Martin is fully qualified to conduct business within the State of California.

What is absent from the Norman claim that this alleged "fact" makes Martin a "non responsible" bidder/proposer, is the citation to any case or statute which would make this "requirement" a mandate at the time that a proposal is submitted to a governmental entity in California in response to an RFP. Martin is not now conducting business within the state of California, nor was it doing so when it submitted its proposal to the City. Martin was seeking to do business in this State by submission of its proposal to the City. Once Martin became the recommended proposer for the bus bench contract, obviously long before the contract is to be signed, Martin, in January of this year, became **fully qualified** to conduct business within the State of California in contemplation of a successful negotiation of the contract with the City. (See Exhibits 1, 2, and 3 attached hereto.)

This situation is analogous to one where a bidder on a City construction contract needs a required license to perform the work contemplated by the request for bid. In that instance where the license is required, the license need not be in place at the time of bid, but must be in full force and effect at the time the contract is awarded. This concept has been articulated to this Board by the Bureau of Contract Administration and the Board's legal Counsel on numerous occasions. If one follows the reasoning of the Norman argument, every out of state entity that contemplated doing work within this State would have to procure that license or other right, prior to actually having any business to do in this State. This is an absurd application of the requirement and would have a chilling effect on any out of state entity seeking to do business in this State. The State and City economy grows when firms decide to do business in this State and City; hardly something that the City or State wishes to dissuade in these tough economic times.

Martin, through an affiliated company, continues, to this day, to be the bus bench provider for Hollywood, Florida.

Rather than providing this Board with the legal documentation of Martin's alleged issues with "Miami Dade County", Norman attaches a 2007 newspaper article which alludes to an alleged lawsuit between a Martin related entity and Hollywood, Florida, NOT "Miami Dade County". This argument is indicative of the complete lack of integrity contained in this protest. Needless to say, Norman, seems not to be able to get it right. First and foremost, the issue mentioned in the newspaper article involves Martin and Hollywood, Florida, not Martin and Miami Dade County. Martin was in a business dispute with Hollywood, Florida but it was Martin that had to sue the City in an effort to resolve the dispute over a contract interpretation. **NEITHER HOLLYWOOD, FLORIDA NOR MIAMI DADE COUNTY EVER SUED MARTIN!** It is interesting

³ Norman has cited this Board only to cases involving "bids" and not a single case involves a "proposal" process.

to note that there is not a single official document attached to the Norman protest (only a terse newspaper article) which discusses neither the dispute, the resolution of the dispute or the ongoing nature of the business relationship between Martin and Hollywood, Florida. Norman knows quite well that it is very easy to verify if a lawsuit was filed by merely checking the court's records. Not only did they not check the records, they did not even read the newspaper article correctly. Suffice it to say that the matter was resolved in Martin's favor through negotiations, not litigation, and Martin, through an affiliated company, remains the bus bench vendor for Hollywood, Florida in full compliance with all terms of its contract with that City. Hardly a matter that would render Martin "non-responsible". (See Exhibits 4 and 5, attached hereto.)

LNI Custom Manufacturing's bankruptcy is irrelevant to Martin's status as a "responsible" proposer.

Norman's allegation in respect to LNI's bankruptcy somehow creating a "responsibility" issue for Martin is disingenuous. How does LNI being in bankruptcy/reorganization relate to Martin being a "responsible proposer"? The simple answer is, it does not. Martin will be contractually obligated to provide for the manufacture of all the bus benches necessary to meet its obligations under the proposed contract. The City is to receive its first year payment PRIOR to the performance of this contract by Martin. Additionally, the City can sue Martin for any breach of its contractual obligations under the contract and Martin will have posted a \$500,000.00 performance bond to insure its performance according to the terms of the contract.

Martin is using a local supplier, LNI, so as to insure that the contract dollars spent under this contract remain in the Southern California region. However, Martin has worked with other manufacturers around this Country and remains obligated to the City regardless of whether LNI can or cannot provide the new bus benches. Martin will meet its obligations through LNI or other means if necessary, the City will have its first year payment and be able to sue Martin or take advantage of the performance bond if it fails. Needless to say, this issue is NOT one that reflects on the "responsibility" of Martin and the argument should be rejected out of hand by this Board.

As set forth in the letter attached hereto as Exhibit 6 from LNI's legal Counsel, LNI remains in full manufacturing mode, its bankruptcy was a legal strategy to deal with a business dispute and LNI continues to book and complete work regardless of the bankruptcy. Further, as set forth in Exhibit 7 attached hereto, Martin already has a backup manufacturer available in case LNI has difficulty meeting its manufacturing obligations to Martin. This is simply a non-issue as far as Martin's "responsibility" to perform this contract is concerned.

MARTIN'S PROPOSAL WAS "RESPONSIVE".

The proposal submitted by Martin was in full compliance with all the requirements of the RFP issued by the City. Norman has chosen to attack Martin's proposal response on four grounds, claiming that Martin's "failure" in these four areas somehow renders the Martin proposal "non-responsive". A review of these arguments once again demonstrates that Norman missed its mark.

Again, Martin has little to argue about the general legal principals that extol the need to have a fair and impartial selection process, whether it be by bid or proposal. However, Norman continues to cite to cases which are cases involving a "bid" process, not a "proposal" process. As stated before, the City retains substantial discretion in a proposal process that it does not

have in a bid process. Nonetheless, none of Norman's arguments demonstrate that the process was materially flawed or in any way gave Martin an unfair advantage over any of the other proposers. Martin's "proposal" was, and remains "responsive" to the City's RFP.

Martin complied with all the requirements of the City's RFP, including the City's request to declare, under penalty of perjury, that it did not collude on its proposal.

Norman's allegation concerning the City's non-collusion affidavit is puzzling. It claims that Martin signed its proposal, under penalty of perjury, that it did not "collude" on the proposal and then seems to argue that this was insufficient to place Martin in compliance with this requirement of the RFP. Martin obviously did EXACTLY what the City asked it to do; declare under penalty of perjury that it did not collude on its proposal submittal. All proposers were asked to do the same thing, and, Martin assumes, all proposers, including Norman, did what they were asked to do by the City on this issue. Norman appears to be arguing that Martin should have gone farther and created an "affidavit" of non-collusion in addition to its statement "under penalty of perjury", even though the City did not have such a requirement in its RFP. This argument strains credibility.

First, this is not an issue with Martin's proposal, it is an issue with the RFP. Second, if Norman thought there was an issue with the RFP, it has long since lost its opportunity to challenge any such RFP problems by waiting almost a year to raise the issue. You cannot engage in a year long process, lose legitimately, and then cry "foul" about the nature of the process. But more importantly, the substance of a non-collusion affidavit and a statement of non-collusion under penalty of perjury is, in sum and substance, the same thing. Norman wishes, at this belated date, to attempt to raise form over substance, not because they have any evidence or information that Martin "colluded" on its proposal (or any of the other proposers for that matter) but merely to try to strike down the year long process and protect its incumbency as the City's bus bench provider.

Had the City asked for an affidavit, rather than a statement under penalty of perjury, Martin would have provided it, as I am sure all the proposers would. However, the real need for such an "affidavit" is decidedly reduced by the fact that this is a "proposal" process rather than a "bid" process. Here, the City gets to negotiate the contract terms and therefore collusion becomes infinitely less likely and of no benefit to a proposer, unlike a bid situation where the low bidder MUST be selected by the City and if the bidders collude, it could cost the City unnecessary contract dollars.

None of the proposers were disadvantaged by the City's use of the non-collusion statement under penalty of perjury rather than an actual non-collusion affidavit. The playing field was level and the only beneficiary of the non-collusion statement or affidavit, the City, got exactly what it asked for from each proposer. Therefore, this is simply NOT a situation where Martin's proposal was "non-responsive" for failure to contain a non-collusion affidavit. It was simply not asked to provide one.

Martin is not required to have a C 8 license to conduct any work under the proposed contract.

Here again, Norman is attempting to raise an issue with the RFP, not the Martin proposal. Norman appears to conclude that because there is the possibility that some concrete work may be required to be furnished by Martin in carrying out its obligations under the proposed contract, it therefore needs a C 8 license to perform such work. It then asks this Board to find the Martin proposal "non-responsive" because Martin did not state in the proposal that it possesses such a license.

This argument elevates bootstrapping to an art form. As Norman points out, the RFP did not have any requirement that any of the proposers possess a C 8 license to do concrete work. Martin's proposal did not, therefore, contain any such statement concerning a C 8 license. I dare say, none of the proposers have C 8 licenses, no matter that the RFP did not request such a license. If, and it really is an if, concrete repair work is required because of the state of any sidewalk around an existing Norman bus bench, then Martin will be required to perform, or get someone else to perform, that repair work. The City, in the contract negotiations, expressed a belief that it may, in some instances, have to issue an "A" permit to Martin for such work if it becomes necessary.

This Board and City staff are well aware that an "A" permit is a permit that is issued over the counter to ANYONE who desires to repair their sidewalk or driveway in front of their house. It no more requires a C 8 license than riding a bicycle requires a driver's license. "A" permits are issued to homeowners every day in this City and no C 8 license is EVER required. Therefore, if Martin is required to repair sidewalks that have been damaged around Norman's bus benches, it will do so as every other "A" permittee within the City does, without a C 8 contractor's license. It should be noted that if the City were to require a "B" permit rather than an "A" permit, THEN a C 8 license would be required. "B" permits are issued when a developer or a contractor is performing extensive public right of way construction (curb, gutter, sidewalk), not simple sidewalk or driveway repairs. It was the City's determination to have this work performed under the "A" permit process, which does not require a C 8 license, rather than the "B" permit process which does. Once again, Martin is in full compliance with what was required by the RFP in this instance and for Norman to even intimate that a C 8 license is required for simple sidewalk repair, is most certainly disingenuous. I dare say that Norman, if it ever actually did any such sidewalk repair work during its long tenure as the City's bus bench provider, it did not, and probably does not, possess a C 8 license.

To put this argument to rest once and for all, if the City were to determine that it wished this work to be done under a C 8 license, something it has emphatically not done during negotiations, then Martin would do such work with a subcontractor possessing the required C 8 license or would obtain a C 8 license itself. The amount of sidewalk repair work contemplated by the City under this contract is very small in relation to all the work contemplated by the contract. Even, assuming for arguments sake alone, that this contract is a public works construction project, which it is not, then the amount of concrete work requiring a C 8 license would be of such an amount that it would most assuredly be below ½ of 1% of the total contract and, as such, Martin would not have been required to list a C 8 subcontractor in its proposal to begin with, and could hire such a subcontractor as needed. This whole argument is predicated on false assumptions and gross bootstrapping by Norman, so Martin's ability to do the work with a C 8 subcontractor, if necessary, should put this baseless argument to rest for good.

The undeniable truth is that the RFP did not require a C 8 license, the "A" permit concrete repair work contemplated by the City under the contract does not require a C 8 license, but even assuming it is required, Martin can do the work with a C 8 subcontractor if it is ultimately found by the City to be necessary. Norman's argument on this issue simply does not make Martin's proposal "non-responsive".

Norman's argument that Martin exceeded the subcontracting percentage allowable by the RFP is false.

Norman once again draws unsupportable conclusions, based on false assumptions using figures from the Martin proposal in its attempt to declare Martin's proposal "non responsive". Norman's math calculations include unwarranted assumptions, and are extremely difficult to follow, let alone reach the ultimate conclusion that Norman wishes and hopes to reach. Additionally, Norman fails to look at the 51% subcontracting requirement in light of common sense. There is not a single dollar of public money in this contract! This is a contract where the contractor is paying the City, not the other way around and all costs of this contract are to be borne by the contractor. The structure of this contract just simply does not lend itself to a clear application of the 51% work requirement as in a typical arrangement where the City pays the contractor for performing work for the City. Why would the City be interested in this 51% work requirement when it is not financially responsible for any payments to the contractor?

The derivation of this 51% figure in the RFP is the Public Works Construction "Green Book". While Martin disputes that this contract constitutes a "public works construction" project (when was the last time that Los Angeles let a public works construction contract via an RFP? The answer is NEVER.), Norman's calculations are nonetheless, incorrect. First, the cost of the manufacturing of the bus benches and trash receptacles needs to be subtracted from the total amount of the contract which is subject to being performed by any of the proposers. Even in routine Public Works Construction projects, (sewers, treatment plants, etc.), large capital payments for materials (sewer pipe, large pumps, cold boxes, etc.) which must be purchased by the contractor from third party vendors are always excluded from the total dollar amount of the work which could be performed by the prime contractor before calculating how much of the actual work is being performed by the prime or by the subcontractors.

Norman "selects" certain numbers from Martin's proposal, makes a gross assumption as to "annual revenues", a figure which is NOT anywhere in the proposal, nor was it required to be submitted, ignores the complexity and nature of this contract, and leaps to its final conclusion using bad math. Not a compelling argument.

Again, there is no support in Martin's proposal, the RFP or anywhere else for the assumption that the minimum fee is in any way related to the annual revenue. If Norman's figures were correct, Martin would have spent \$24.2 million, plus \$2,760,000 in City fees (a total of about \$27 million) with a total income of \$27.6 million prior to taking into account a myriad of other operating costs such as sales costs, insurance, back office costs, etc., thus proving that they could not possibly believe their own figures. In fact, the figures Norman cites prove beyond a doubt that Martin expects revenues to be far higher than those derived from the minimum fee payment.

Norman then goes on to argue that "gross revenues would need to exceed \$49,387,755" and that revenues would need to increase by 79%, thereby setting forth a false comparison in order to make it appear extremely difficult to reach the revenue target they put forth. There is no supportable basis upon which Norman makes these statements. But, even using Norman's numbers, paying operating costs of \$18 million to subcontractors requires \$36.7 million (not \$49,387,755) in revenue in order to meet the 51% test.

Norman continues stating "the speculation of the gross receipts is irrelevant" since "clearly subcontracting exceeded the dollar amount permitted...." First, they are the one that is speculating about revenues for which they have no basis. Norman then illogically states that subcontracting clearly exceeds the permitted amount. Norman has essentially supported its own conclusion with fake numbers and false assumptions and then essentially says "see, Martin isn't doing enough of the contract". You cannot "clearly exceed" an amount that was not submitted in the proposal and is clearly an unknown. If you do speculate as to what revenues will be, not a recommended approach, there is absolutely no reason to believe the figures picked out of thin air by Norman.

For the record, Martin believes that its payments to subcontractors will be less than 40% of revenues with respect to operating costs and less than 50% if capital expenditures are included. (Not even this calculation fits the normal use of the 51% work requirement because the City is not paying the Contractor).

What Norman's discussion of this issue does make clear, is that this is a complex contract that does not lend itself to an easy analysis of subcontracting, sales of bus bench ads (the fundamental economic support for the whole contract) capital investment in the bus benches and trash receptacles or other extremely diverse elements that make up this contract. This is the precise reason that the bus bench program contractor is being selected by RFP and not a bid. This contract is not just made up of apples and oranges, it is a complete fruit salad, made up of manufacturing, maintenance, advertising sales, advertising revenues, installation of benches and more, all leading to a payment from the contractor to the City. Trying to add, subtract, divide or multiply numbers, especially numbers that no one knows at this point in the process, on any of these tasks to come up with a percentage of subcontracting is pure speculation. Unlike a Public Works Construction Contract, where prime contract work and sub contract work are easily defined, this contract is not designed in that manner. The applicability of the 51% number and how it applies to what figures in this complex contract should be left to the City. It knows how it wishes the terms and conditions of the contract to read and have negotiated it in that manner.

This is an installation contract, a service contract, a sales contract and an advertising contract. Once installed, the benches need to be maintained and most importantly, advertising sold. The sale of the advertising is the single most important aspect of the financial viability of this contract, and that work is being done by and through Martin. Norman wishes this Board to believe that this 51% requirement somehow is critical to this contract and that is simply not the case. However, as stated above, Martin fully intends to do over 51% of the total work under this contract over the 10 year term of the contract. While it fully intends to use Shelter Clean to provide maintenance for the new bus benches for the first few years of the contract, Martin also desires to have this work ultimately performed "in house" by its employees and has discussed this with both Shelter Clean and the City.

Once again, in fashioning its argument on this point Norman refers to Martin's submittal as a "bid". It is not a bid, it is a "proposal". As such, the City is free to "improve" its position in the contract, through negotiation, so if it believes that it is in the best interest of the City to have the contract structured as it is, with or without the 51% number set forth in the RFP, it is free to do so.

Martin's failure to disclose a 2007 dispute with Hollywood Florida, does not make its proposal to the City "non responsive".

Once again, Norman misreads a single newspaper article and provides no other available documentary evidence (readily available court records) to come to the baseless conclusion that Martin's failure to disclose a non-existent law suit by "Miami Dade County", somehow makes Martin's proposal non-responsive. As set forth above, Martin through an affiliated company, continues to be the bus bench contractor for Hollywood, Florida, the City that is mentioned in the newspaper article, and was NEVER sued by Hollywood or as Norman incorrectly suggests, "Miami Dade County". No lawsuit, no failure to disclose, no issue.

MARTIN OUTDOOR MEDIA, LLC, IS THE SUCCESSOR LEGAL ENTITY TO MARTIN OUTDOOR MEDIA, INC.

Norman would have this Board disqualify Martin Outdoor Media, LLC because it was "not the proposer". If ever a disgruntled proposer made a "form over substance" argument in an effort to undo a proposal process, this one should move to the head of the line. The simple fact is, that the same individuals who proposed to the City, are the same individuals who met with City staff during the proposal process, are the same individuals who participated in the negotiating process and are the same individuals who will be operating the City's bus bench program under the proposed contract. Martin Outdoor Media, Inc. had been in discussions with additional financial partners to further strengthen their ability to perform under the terms and conditions of the negotiated contract. However, the "on the ground" individuals who will be carrying out this contract are all in place and are the same individuals who have been dealing with City staff throughout this RFP process.

Companies are bought, sold, acquired, taken over, or change the nature of their business status every day. Martin Outdoor Media, LLC is the legal successor entity to Martin Outdoor Media, Inc. This does not mean that the City is dealing with or will have to deal with anyone who they were not dealing with before the name change. Martin Outdoor Media, LLC is in an even stronger financial position than Martin Outdoor Media, Inc. who was selected by staff as the winning proposer. This helps the City it does not hurt it.

Staff was made aware of Martin's intent to change the name of the contracting entity and fully understands that this is a change in name only, not in the principals who will deliver the contract. What would Norman contend if AT&T, CBS or some other large corporation had bought Martin? Would this make it a different company? No. Would this disqualify the newly acquired entity from signing a contract and delivering the services that were negotiated? No. The question this Board needs to ask is whether or not this is essentially the same company that submitted the winning proposal. If you put that question to staff, the answer will most assuredly be, yes. Elevating form over substance in no way benefits the City or its citizens. This Board has repeatedly approved company name changes when a contractor either changed its legal status, was acquired or merged with another company. There is no doubt that if this name

change had occurred after the award of the contract it would have been approved without question. Do not penalize Martin for changing its name prior to the contract award, with the full knowledge of City staff. Norman's accusation on this issue is without merit.

THE CITY CONDUCTED A FAIR AND UNBIASED RFP PROCESS.

The last refuge of all disgruntled bidders and proposers is to attack staff and the process. Shame on Norman and its Counsel. This argument is particularly distasteful because Norman's attorney used to be charged with defending the same City staff it now attacks.

The City of Los Angeles through its Board of Public Works awards countless contracts through the bid and proposal processes every year. Staff's only interest is to ensure that the City gets the best contractor for the proposed project. Nothing more, nothing less. Staff gets no additional compensation, no more time off or any other "perk", regardless of who it recommends for a particular contract. In the RFP process which is the subject of this protest, no amount of alleged "bias" on the part of any one individual could explain the dismal showing on behalf of Norman.

Norman seems to be confusing "knowledge" with "bias". Anyone who has any knowledge of the dismal performance of Norman over the past decades could not help but take that into consideration in evaluating Norman's proposal. In fact, all the evaluators were required to review the past performance of Norman and consider its performance, or lack thereof (well documented), in evaluating Norman's proposal. The fact that Norman NEVER paid the City more than the minimum revenue under its contract; the fact that their accounting for "revenues" was without support or substance; the fact that Norman has been in default repeatedly in failing to transmit revenue to the City in a timely manner; the fact that Norman failed to install the contractually agreed number of bus benches (6,000); the fact that Norman has an abysmal record when it comes to maintenance and repair of its bus benches may just have been why NONE of the evaluation team ranked Norman in the evaluation process in any other position but LAST. Norman's benches are ugly, uncomfortable, graffiti magnets and a complete eyesore on the City's streetscape. Norman failed to perform its responsibilities under the terms of its long standing contract with the City, not just intermittently, but continually.

Norman is asking this Board to make the issue about Mr. Lance Oishi when in fact it is about Norman and its abject failure as the City's bus bench contractor over decades, not just months or years. What Norman does not seem to grasp, is that they finished LAST in the process and even if one individual had an issue with Norman, that does not explain why every member of the evaluation team came to the same conclusion. Norman was and is its own worst enemy and its failed performance was the reason it was doomed to failure during the selection process, not "bias" by the City's contract administrator. Had the City wished to stack the deck against Norman it would have made past performance a much higher portion of the evaluation matrix. Instead, past performance was merely 20% of all the available points. Had it been more, Norman would have lost by even a larger margin.

The most pathetic point made by Norman relating to its failed attempt to demonstrate "bias", is its argument relating to the scoring of its proposal. Norman may be entitled to the 4 points it seeks. However, like the student in school who got an "F" asking the teacher for an "F plus", it is not really going to make much of a difference in the final grade. Norman was a distant third in the evaluation process, according to all evaluators, and no amount of mathematical

recalculation is going to change that fact. No amount of "bias" on behalf of City staff can account for the fact that Norman finished more than 25 points behind even the second ranked proposer, let alone Martin.

Norman cites to certain negotiated terms of the proposed contract to demonstrate alleged bias on behalf of the City against Norman. First and foremost, the City was represented by legal Counsel and two staff representatives in the contract negotiations. All terms and conditions were subject to discussion, negotiation and agreement by both sides. Neither side got all the terms and conditions that it desired as the process was one of give and take, as a successful negotiation should be. Mr. Oishi was not the sole decider of the contract terms. Further, if Martin had not agreed to the terms contained in the proposed contract that the City desired, the City still had the second ranked proposer in the wings waiting to negotiate a contract. So, if you believe the Norman allegations, the City and Mr. Oishi would have gotten what it wanted without Martin by merely going to the second ranked proposer as opposed to "giving in" to all of Martin's demands. Norman's position on this issue is without merit.

6,000 Benches.

It is interesting that Norman should choose this term as its first "example" of City bias against Norman and towards Martin. The Board should be aware that Norman, under the terms of its 10 year contract with the City, was required to place "6,000 bus benches" on the City's streets. Does anyone, even Norman, know how many bus benches it actually has out on the streets of Los Angeles? The City doesn't know and neither does Norman because Norman has continually refused to give the City a list of its bus bench locations. As of the writing of this letter, there is now a detailed inventory of all existing bus benches, recently completed by Martin. This bus bench inventory is a requirement of both the RFP and the proposed contract. This inventory has been completed at a cost of tens of thousands of dollars to Martin, is months ahead of schedule and completed by Martin without even having a signed contract. Apparently Norman itself does not know how many bus benches it has placed on the City's streets, as they have repeatedly used different numbers for their total bus bench placements, depending on who is talking and what forum they are in. At the very least, Norman was CONTRACTUALLY REQUIRED to place 6,000 bus benches within the first 30 months after the Notice to Proceed in accordance with its latest contract with the City and has NEVER had that number of bus benches installed. Ten years, still no 6,000 benches. The inventory taken by Martin shows the Norman bus bench count at 5,259. Martin is now aware of every location with a Norman bus bench and how many are installed at each location based on its recent inventory work.

Norman has expressed its belief that the negotiated number of benches to be installed over a two year period somehow demonstrates bias on the part of the City negotiating team against Norman. Nothing could be farther from the truth. Before Martin can install its new bus benches on the City's streets, the Norman bus benches must be removed. Under the Norman contract, Norman is required to remove its existing bus benches. However, this could produce consequences which are not in the City's or the bus riding public's best interest. Removal of the existing benches is a time consuming venture and also creates a disposal issue. If Norman either refuses to remove its benches or refuses to cooperate with Martin in providing a removal schedule, installation of the new benches becomes problematic. Martin, in order to solve this problem, offered to be both financially and practically responsible for the removal of all the Norman bus benches at a cost to Martin of between \$250,000 to \$500,000. Martin offered this option to the City if the process could be spread over two years, and they accepted. This

process is also in the best interest of the bus riding public. With Martin in charge of both removal and installation, it can schedule the process in such a manner that the bus riding public is without a bus bench for the shortest possible time. If Norman removes all its benches, Martin has one year to install its new benches so there will be sections of this City which will not have bus benches for a significant period of time.

The City has its choice. Martin will take full responsibility for removal and reinstallation, saving Norman the headache and cost of removal, while providing the removed benches to Norman, if Norman so desires, saving the City any cost of removal, provided that this is accomplished over two years. The City also has the option of requiring Norman to remove its benches under the Norman contract, leaving Martin with a clean palate, and Martin will install all its benches over one year. (Causing some sections of the City to be without benches for up to a year.) The City also has the choice to pay Martin the cost of removal of the Norman bus benches and it will remove and install all new benches within the one year period.

These options are not a material deviation from what was contemplated by the RFP. The negotiating process is also a learning process and the City realized that a smooth transition from the old contractor to a new contractor is not easily accomplished after the length of time that the old contract has been in place. Martin will accommodate whichever option the City chooses.

Norman also wishes this Board to believe that the two year option somehow cheats the City out of revenue. Again, nothing could be farther from the truth. The irony of this "claim" is the simple fact that Norman NEVER paid the City more than the contractual minimum over the entire length of its 10 year contract but somehow if Martin takes two years to remove all the old Norman benches and replace them with Martin's new benches that this will deprive the City of revenue. In reality, the two year removal and installation protects the bus riding public and allows for an organized, scheduled removal and installation process. While Martin believes that it will be more successful with advertisers than has Norman, it will most certainly take time to woo advertisers back to the bus bench advertising market after the terrible job Norman did in maintaining its benches. Advertisers do not want their products advertised on dirty, graffiti ridden bench stock and Martin will have to demonstrate its superior maintenance delivery to improve the revenue from the bus bench program. The City's negotiation of this term of the contract hardly demonstrates "bias".

Liquidated Damages.

The whole purpose of liquidated damages is to establish a set amount of "damage" to the damaged party because accessing the actual amount of damage is difficult or impossible. The agreement to have a defined amount for each "breach" or failure serves both the purpose of defining what the damage is as well as letting the parties know what is at stake. Having a "range" of damages, as was set forth in the RFP, defeats the purpose of having the damages "liquidated", i.e. fully defined and delineated in the contract. This term was negotiated between the parties and is in an amount which is not at all dissimilar to the range in the RFP. Both parties believe that putting the contractor on notice (hence, the first "notice" being a \$0 charge), was the appropriate way to deal with this contract term and is hardly a material deviation from the RFP. The term "nit pick" certainly comes to mind.

Reduced Compensation.

How this contract term amounts to "bias" against Norman is almost unfathomable. Again, considering Norman's track record for paying the City the bare minimum, I guess the compensation formula above the minimum would never seem to come into play if they had received the contract. This is a City determined formula which Martin agreed to. Martin's minimum guarantee was greater than that of Norman and if Martin is at all successful, it will surpass the 10 year Norman track record the first time that Martin pays the City more than the minimum payment. Negotiations are just that, negotiations. Both parties appear to be in agreement on this term and if the City wished to have to it stated differently, it would have informed Martin of this during the negotiations.

Personal Property Tax Revenues.

This argument of "bias" defies logic. First and foremost, it was the City that wished to "own" the benches. Martin did not demand this term. This contract term in no manner affects any revenues received by the City. The City does not take part in the County's personal property tax collections, a fact that became painfully apparent to the City and its staff when this issue came up after the implementation of the City's Street Furniture Contract. As plainly stated as it can be, the City will own over \$5,000,000 worth of physical bus bench infrastructure once it is installed. How is this a bad thing? In fact, if Martin were to "default" under this contract any time after installation, including the next day, the City maintains ownership of all the new bus bench stock, insuring that the bus riding public has benches to use while a new contractor is put in place. This term is a clear "incentive" for Martin to perform under this contract; perform or lose you entire capital investment, some benefit to Martin. Norman's assertion is so illogical that they should be embarrassed for making such an accusation. If the City wishes to give ownership of the installed bus benches back to Martin, it will most assuredly accept it, no questions asked! This term was requested by the City to obviate the uncertainties that now exist regarding the removal of the Norman benches.

THE CITY'S RFP PROCESS WAS FUNDAMENTALLY FAIR AND PROVIDED ALL PROPOSERS WITH THE SAME RIGHTS AND OBLIGATIONS.

Protest Procedures.

Norman's argument seems to express a belief that it was treated unfairly by both staff and the process. Nothing could be farther from the truth. In attacking the protest process, it cites to Section 2.8 of the RFP and claims that this "protest process" is impossible to follow in an RFP. Norman is incorrect.

There are at least three opportunities to mount a challenge or "protest" to an RFP process. The first of these arises once the RFP is released. Any potential proposer can challenge the content, the evaluation criteria or any other portion of the RFP itself that it believes is in any manner incorrect or unfair. Section 2.8 of the RFP sets out the procedure and time line to challenge the actual RFP itself. Norman has raised a number of issues that should have been raised once the RFP was released to the public, NOT now, some 11 months after the release of the RFP. Section 2.8 defines when and how a challenge to the RFP should be conducted. Norman chose to participate in the RFP process and now belatedly challenges

some of the fundamental portions of the RFP at this exceptionally late date. Section 2.8 makes such challenges untimely.

The second opportunity where a proposer may raise a challenge to the RFP process is after it has gone through the process and found it to be unfair and biased. Norman went through the evaluation process, apparently felt it was unfair and has waited until now to raise the issues in a formal written protest. If Norman did not like how it was treated during the "process" it should have raised such issues at the time, not waited until the end, once it lost and another contractor is before the Board for approval. If the process was biased, it was biased during the evaluation and at the time staff made its recommendation to the Board. Norman failed to raise these issues in writing to the staff or the Board within the 10 day period provided by Section 2.8 of the RFP. The Board authorized staff to negotiate with Martin back in January and Norman should have filed its protest to the process at that time as set forth in Section 2.8. There has been more than sufficient time to raise such issues since January and more than sufficient time for such a protest to follow the time line set forth in Section 2.8.

The third opportunity to "protest" a proposed award of a contract under an RFP, is once staff provides the Board with its negotiated contract and staff is legally obligated to release the actual RFP responses and the evaluator's evaluations. In this situation, Section 2.8 cannot apply and was never meant to apply. If a proposer believes the RFP is flawed or that they were treated unfairly, there is more than sufficient time to follow the express procedures contained in Section 2.8. The ONLY challenge that should be raised at the time the RFP responses and the evaluations are released is a challenge to the content of the RFP responses and/or the terms and conditions of the contract and a challenge to the evaluations themselves. This is a much more limited scope of protest and the City only has to provide the offended proposer with due process, not any particular schedule of due process but a chance to file their challenge to the recommended proposal, the proposed contract and the evaluations and then a chance to be heard before the contract awarding authority. This right to due process has been met as Norman actually had 10 calendar days to review the proposals, draft contract and evaluations and mount this protest, although this protest goes far beyond a mere challenge to the content of Martin's proposal, the City's draft contract and the evaluations.

Norman will also be afforded an opportunity to address this Board on Wednesday, May 25, 2011. This time frame more than meets any fundamental requirement for due process. It should also be noted that Norman was ordered by this Board to provide everyone, including Martin, with a copy of their protest, if they filed one, by 9:00 a.m. on Friday, May 20, 2011. Norman failed to meet this Board mandate and only made its lengthy written protest available to the City Attorney late in the day on the 20th, denying both Martin and the City valuable time to respond to their shotgun approach in this protest. Martin is YET to receive a copy directly from Norman and had to chase down a copy late in the day on Friday. Norman's intent to deny Martin and the City valuable time cannot be overlooked or dismissed. Their timing was intentional and calculated to frustrate both the City and Martin in preparing an adequate response.

**BOTH THE CITY AND MARTIN DEMONSTRATED "INTEGRITY"
THROUGHOUT THE RFP PROCESS.**

Norman's final attempt to demean the City's RFP process and Martin is nothing more than a desperate effort to smear both City staff and Martin with a Florida blogger's baseless allegations about a Martin related entity giving a political candidate "under valued" access to

some if its bus bench ad space in Florida. In fact, the Mayor actually paid more for his benches than the average rate charged by Martin. (See Martin's letter to the City attached hereto as Exhibit 8.) Anyone with a computer can claim that someone did or said anything without proof, without evidence, without due process. If this unsupported allegation were to gain any traction with anyone in a responsible position, Martin will cooperate fully and disclose all its records. There is simply nothing to hide. This Country still adheres to the concept of "innocent until proven guilty", a concept that should not be lost when evaluating this unsupported allegation by Norman.

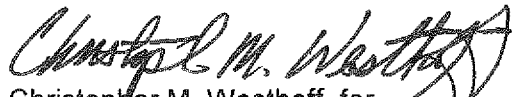
Norman seeks to have this Board delay this contract to investigate an allegation in an on line bloggers internet posting; hardly a credible source of anything but gossip. As explained in Exhibit 8, no favoritism was afforded the alleged candidate. Norman's argument should be dismissed and treated as the desperate effort that it is.

CONCLUSION

As with most unfounded bid or RFP protests, Norman paints with a broad brush, makes baseless allegations, raises issues without documentary support and then claims staff and the process were "biased" and against it from the beginning. The Board should not be taken in by any of these tactics, you have all seen them before. The critical question you need to ask in reviewing each of the Norman allegations is whether or not the allegation is first, supported by credible evidence and then, if true, has it materially changed the level playing field in favor of one proposer over the others. None of their allegations deserve to be given any credence by this Board.

An in depth review of the entire RFP process reveals that it was both fair and equitable to all proposers. It held each proposer to the same set of standards in reviewing its submittals and all evaluators came to the same conclusions. Martin was the highest rated proposer and Norman was the lowest, by a wide margin. Norman put itself in this position by repeatedly failing to provide the City and its citizens with the services it bargained for and should have demanded from Norman for at least the last 20 years. Norman is a known commodity, a terrible contractor with little regard for its responsibilities and has thumbed its nose at the City all the way through its dismal performance on the existing bus bench contract. Please do not reward their past failures by giving them one more chance. They do not deserve it nor do the citizens of this City. It is time for a change, and Martin is that change. Thank you for your consideration.

Sincerely,



Christopher M. Westhoff, for
FREEMAN, FREEMAN & SMILEY, LLP
Attorneys for Martin Outdoor Media, LLC

CMW:1349021.1

cc. Ted Jordan, Esq., Assistant City Attorney
Mr. Lance Oishi, Bureau of Street Services
Ms. Shannon Eastenson, Bureau of Street Services

**State of California
Secretary of State**

CERTIFICATE OF REGISTRATION

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That on the 10th day of January, 2011, **MARTIN OUTDOOR MEDIA OF LOS ANGELES, LLC**, complied with the requirements of California law in effect on that date for the purpose of registering to transact intrastate business in the State of California; and further purports to be a limited liability company organized and existing under the laws of Delaware as **MARTIN OUTDOOR MEDIA OF LOS ANGELES, LLC** and that as of said date said limited liability company became and now is duly registered and authorized to transact intrastate business in the State of California, SUBJECT, HOWEVER, TO:

- (a) any licensing requirements otherwise imposed by the laws of this State and;
- (b) that subject foreign limited liability company shall transact all intrastate business within this State under the above name elected.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great Seal
of the State of California this day of
February 5, 2011.



Debra Bowen

DEBRA BOWEN
Secretary of State

LLC-5

Application to Register a Foreign Limited Liability Company (LLC)

201102510101

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

JAN 10 2011

To register an LLC from another state or country in California, fill out this form, and submit for filing along with:

- A \$70 filing fee,
- A certificate of good standing from the agency where your LLC was formed **originally**, and
- A separate, non-refundable \$15 service fee, if you drop off the completed form.

Important! LLCs in California may have to pay a minimum \$800 yearly tax to the Franchise Tax Board.

LLCs that provide *professional* services cannot register in California.

This Space For Office Use Only

For questions about this form, go to www.sos.ca.gov/business/be/filing-tips.htm

① Name to be used for this LLC in California

Martin Outdoor Media of Los Angeles, LLC

(Proposed LLC name)

The proposed LLC name must end with one of these terms: "LLC," "L.L.C.," "Limited Liability Company," "Limited Liability Co.," "Ltd. Liability Co." or "Ltd. Liability Company," and may not include these words: "bank," "trust," "trustee," "incorporated," "inc.," "corporation," or "corp.," "insurer," or "insurance company."

② LLC History

a. If the proposed LLC name you listed above is different than the LLC name you use now (as listed on your certificate of good standing), list the complete LLC name used now:

b. Date your LLC was formed (MM, DD, YYYY): 01/03/2011

c. State or country where your LLC was formed: DELAWARE

d. Your LLC currently has powers and privileges to conduct business in the state or country listed above.

③ Service of Process

List a California resident or a qualified 1505 corporation in California that agrees to be your agent to accept service of process in case your LLC is sued. You may list any adult who lives in California. You may not list an LLC as your agent.

a. Agent's name: RANDALL N. SMITH

If the agent you listed above is a California resident (not a corporation), list that person's address:

b. Agent's address: 1317 BEVERLY ESTATE DRIVE, BEVERLY HILLS CA 90210
street address city (no abbreviations) state zip

If the agent listed above has resigned or cannot be found or served after reasonable attempts, the California Secretary of State will be appointed the agent for service of process for your LLC.

④ LLC Address

a. List address for your LLC's headquarters:

60 NW 70th Avenue, #3, PLANTATION, FLORIDA 33317
street address city (no abbreviations) state zip

b. List address for your LLC's main office in California, if any:

1317 BEVERLY ESTATE DRIVE, BEVERLY HILLS CA 90210
street address city (no abbreviations) state zip

⑤ Read and sign below:

I declare that I am the person who signed this form, and that I am authorized to do so under the laws of the state or country where this LLC was formed.

Margaret A. Friend
Sign here
MARGARET A. FRIEND
Print your name here

JANUARY 3, 2011
Date
MARGARET A. FRIEND
Your business title

Make check/money order payable to: Secretary of State

We can give you up to 2 free certified copies of your filed form if you submit up to 2 completed copies of this form (with all attachments).

By Mail

Secretary of State
Business Entities, P.O. Box 944228,
Sacramento, CA 94244-2280

Drop-Off

Secretary of State
1500 11th St., 3rd Floor,
Sacramento, CA 95814

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "MARTIN OUTDOOR MEDIA OF LOS ANGELES, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRD DAY OF JANUARY, A.D. 2011.


AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.



4921316 8300

110001895

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8466962

DATE: 01-03-11



I hereby certify that the foregoing
transcript of 2 page(s)
is a full, true and correct copy of the
original record in the custody of the
California Secretary of State's office.

FEB 05 2011 *y*

Date: _____

Debra Bowen

DEBRA BOWEN, Secretary of State

**State of California
Secretary of State**

AMENDED CERTIFICATE OF REGISTRATION

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That on the 1st day of March, 2011, there was filed in this office an Amended Application for Registration, Foreign Limited Liability Company whereby the name, under which the foreign limited liability company was registered and transacting business in California, as MARTIN OUTDOOR MEDIA OF LOS ANGELES, LLC a limited liability company organized and existing under the laws of Delaware was changed to MARTIN OUTDOOR MEDIA, LLC.

This limited liability company complied with the requirements of California law in effect on that date for the purpose of registering to transact intrastate business in the State of California and as of the said date has been and is qualified and authorized to transact intrastate business in the State of California. Subject, however to any licensing requirements otherwise imposed by the laws of this State.

**IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this
21st day of March, 2011.**



Debra Bowen

**DEBRA BOWEN
Secretary of State**



State of California
Secretary of State

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

MAR 01 2011

LIMITED LIABILITY COMPANY
APPLICATION FOR REGISTRATION
CERTIFICATE OF AMENDMENT

A \$30.00 filing fee must accompany this form
IMPORTANT - Read instructions before completing this form.

This Space For Filing Use Only

1. Secretary of State File Number

201102510101

2. Name under which this foreign limited liability company is conducting business in California:

MARTIN OUTDOOR MEDIA OF LOS ANGELES LLC

3. COMPLETE ONLY THE SECTIONS WHERE INFORMATION IS BEING CHANGED. ADDITIONAL PAGES MAY BE ATTACHED, IF NECESSARY. CONSULT THE INSTRUCTIONS BEFORE COMPLETING THIS FORM.

A. The name under which this foreign limited liability company conducts business in California. (End the name with the words "Limited Liability Company," or "Ltd. Liability Co.," or the abbreviations "LLC" or "L.L.C.")

MARTIN OUTDOOR MEDIA, LLC

B. The name of the foreign limited liability company has been changed as follows and has been recorded in the home state or country:

MARTIN OUTDOOR MEDIA, LLC

C. State or country of formation of the foreign limited liability company, if false or erroneous at time of registration.

D. Date on which the foreign limited liability company was formed, if false or erroneous at time of registration.

E. Address of the principal executive office: City State Zip Code

F. Address of the principal office in California: City State CA Zip Code

4. Future effective date, if any: ☒

Month

Day

Year

5. Number of pages attached, if any:

6. Declaration: It is hereby declared that I am the person who executed this instrument, which execution is my act and deed.

Marlyn A. Friend
Signature of Authorized Person

MARLYN A. FRIEND
Type or Print Name and Title of Authorized Person
Executive Vice President

2/23/2011
Date

RETURN TO:

NAME

FIRM

ADDRESS

CITY/STATE

ZIP CODE

Marlyn A. Friend
Martin Outdoor Media, LLC
1317 Beverly Estate Drive
Beverly Hills CA 90210

SEC/STATE (REV. 03/2005)

FORM LLC-4 - FILING FEE: \$30.00
Approved by Secretary of State



I hereby certify that the foregoing
transcript of _____ page(s)
is a full, true and correct copy of the
original record in the custody of the
California Secretary of State's office.

MAR 21 2011

Date: _____

04

Debra Bowen

DEBRA BOWEN, Secretary of State

**Business Entities (BE)****Online Services**

- Business Search
- Disclosure Search
- E-File Statements
- Processing Times

Main Page**Service Options****Name Availability****Forms, Samples & Fees****Annual/Biennial Statements****Filing Tips****Information Requests**
(certificates, copies & status reports)**Service of Process****FAQs****Contact Information****Resources**

- Business Resources
- Tax Information
- Starting A Business
- International Business Relations Program

Customer Alert
(misleading business solicitations)**Business Search - Results**

Data is updated weekly and is current as of Friday, May 13, 2011. It is not a complete or certified record of the

- Select an entity name below to view additional information. Results are listed alphabetically in ascending order.
- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more detailed information request, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

Results of search for " MARTIN OUTDOOR " returned 1 entity record.

Entity Number	Date Filed	Status	Entity Name	Agent for Service of Process
201102510101	01/10/2011	ACTIVE	MARTIN OUTDOOR MEDIA, LLC	RANDALL N SMITH

[Modify Search](#) [New Search](#)

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CITY of HOLLYWOOD, FLORIDA

Department of Public Utilities

Engineering and Construction Services • P.O. Box 229045 • Hollywood, Florida 33022-9045
Phone (954) 921-3930 • Fax (954) 921-3258 • www.hollywoodfl.org

May, 5, 2011

Re: Sunshine State Media, Inc. Bus Bench Agreement

To Whom It May Concern:

Please accept this letter as notice that as of this day, May 5, 2011, Sunshine State Media is current with contractual fees that are paid to this City as part of the bus bench agreement between the City and Sunshine State Media.

Should you have any questions or concerns in regards to this matter, do not hesitate to contact me.

Sincerely,

Laura A. Borgesi

Laura A. Borgesi, EI, PSM
Project Engineer



Our Mission: We are dedicated to providing municipal services for our diverse community in an atmosphere of cooperation, courtesy and respect.
We do this by ensuring all who live, work and play in the City of Hollywood enjoy a high quality of life.

"An Equal Opportunity and Service Provider Agency"



From: <AFallik@hollywoodfl.org>
Date: Fri, 06 May 2011 13:25:05 -0400
To: <scott@gobench.com>
Subject: Re: FW: MOM v City of Hollywood - Case Closed - Dismissal filed 3/07/07

Dear Scott:

As you have requested, I am sending this e-mail to confirm that there is no pending litigation between Martin Outdoor Media, Inc. and the City of Hollywood. However, it occurs to me that no one need rely on this e-mail, since this information is available on the Clerk of the Courts website.

Alan Fallik
Deputy City Attorney
2600 Hollywood Blvd.
Hollywood, FL 33020
(telephone) (954) 921-3435
(facsimile) (954) 921-3081

>>> "Scott Martin" <scott@gobench.com> 5/6/2011 11:51 AM >>>

-----Original Message-----

From: Barbi Domino [mailto:ctplaw@msn.com]
Sent: Thursday, May 05, 2011 5:41 PM
To: scott martin; dmaelion@aol.com
Cc: eswpa@aol.com
Subject: MOM v City of Hollywood - Case Closed - Dismissal filed 3/07/07

CASE DETAIL

Broward County Case Number: **CACE06002286**
Court Type: **Civil Division - Circuit Court**
Incident Date: **N/A**
Court Location: **Central Courthouse**
Magistrate ID / Name: **N/A**

State Reporting Number: **062006CA002286AXXXCE**
Case Type: **Temporary / Permanent Injunction**
Filing Date: **02/17/2006**
Case Status: **Disposition Entered**
Judge ID / Name: **18 Singer, Michele Towbin**

Style: **Martin Outdoor Media Inc Plaintiff vs. Hollywood Florida City Of Defendant**

[?] Party Detail

Party Type	Party Name	Address (Per AOSC07-49, only the addresses of counsel can be displayed.)	Attorneys / Address Denotes Lead Attorney
Plaintiff	Martin Outdoor Media Inc		Pollack, Robert L Retained
Defendant	Hollywood Florida City Of		Wintter & Associates Pa 2239 Hollywood Blvd Hollywood, FL 33020-0000 Oldershaw, Robert M Retained 2600 Hollywood Blvd Rm-407 Hollywood, FL 33020-0000

[?] Disposition Detail

Date	Statistical Closure(s)
03/07/2007	Dismissed, Settled or Disposed After Hearing

Date	Disposition(s)
03/07/2007	Notice of Voluntary Dismissal Converted Disposition: Notice Of Vol Dismissal: Fld & Rec W/prej (9jo)

Law Offices of Steven R. Fox
Bankruptcy & Related Matters

17835 Ventura Boulevard
Suite 306
Encino, CA 91316
818. 774. 3545 Ph / 818. 774. 3707 FAX
emails@foxlaw.com

May 23, 2011

Martin Outdoor Media, LLC.
1317 Beverly Estate Drive
Los Angeles, CA 90210-2117

Attention: Mike Friend, General Counsel

Re: LNI; Business Relationship with Martin Outdoor Media, LLC

To Whom it May Concern:

I represent LNI Custom Manufacturing, Inc. ("LNI") in its chapter 11 case. I write this letter with respect to certain allegations raised in a protest dated May 20, 2011, made by Norman Bench Advertising ("Norman") in connection with a "Request for Proposal for Bus Bench Program Contract Calendar Years 2011 through 2021."

In its protest, Norman Bench Advertising states LNI is a debtor in a chapter 11 proceeding and that LNI may liquidate its business instead of reorganizing. While a debtor in chapter 11 may liquidate its business, this is not LNI's intention. Norman infers a liquidation without knowledge of LNI's chapter 11 case and LNI's steps to reorganize. With the brief history of LNI I provide below and the steps LNI has taken (and will continue to take) to reorganize, I am comfortable the Board of Public Works can safely conclude that LNI can perform its contractual obligations.

LNI was established in 1995. LNI designs, manufactures, sells, and installs custom sign and shelter solutions for transit systems. Scott Blakely has been the owner and president/CEO of the business since 1995. He has over 30 years of experience in the industry. LNI employs some 39 employees in the Los Angeles area.

LNI filed chapter 11 for a number of reasons but they ultimately come down to LNI's lender, Comerica Bank, unexpectedly pulling a million dollar line of credit. There were other factors, e.g., the recession, but the Bank's act caused the filing. LNI filed its chapter 11 petition earlier this year; since then, LNI has taken many steps to improve its financial position.

First, in the context of hearings on the use of cash collateral, LNI has obtained approval on several occasions from the Bankruptcy Court to use its monies and to operate its business. To obtain these approvals, LNI had to present detailed financial information including detailed cash forecasts showing LNI would be profitable going forward and that it could handle work going forward. In effect, LNI had to convince a Federal bankruptcy judge four times in the past few months that LNI could operate profitably (or at least not lose money) and its management was worthy of operating LNI's business. The Bankruptcy Court

Letter to Mike Friend
Martin Outdoor Media, Inc.
May 23, 2011

Page 2

has unique expertise to make this determination. On each of these occasions when LNI has requested authority to use its monies to operate its business, the Bankruptcy Court has granted each request.

Second, LNI retained a chief financial officer, the Patrick Rettig Corporation ("Rettig"), which is well trained in working with financially troubled companies and moving these companies to financial health. Rettig has worked with LNI to implement cost cutting procedures, lower costs of goods sold, increase revenue and develop and implement cash flow projections.

Third the economy is slowly improving.

Fourth, LNI reduced costs including eliminating a remote sales department and overhead.

Fifth, since the chapter 11 filing, local governments have awarded contracts to LNI to manufacture and, in some instances, to install product as well. These municipalities include the City of El Monte, the City of San Diego LACMTA and the City of Ventura. Also, LNI has contracted for work for Walt Disney, WDI.

Sixth with the new CFO, LNI is operating its business from existing monies and not relying on a line of credit.

Seventh, LNI is a sizeable company. LNI's total revenues in year 2010 were \$6.21 million.

LNI expects to emerge from bankruptcy before the end of 2011. LNI is in full operational mode. Since January 1, 2011, LNI has booked over \$2,000,000 in business. LNI has high expectations that in addition to this contract with Martin, LNI will book an estimated additional six to ten million dollars in business this year. LNI has completed approximately \$1,700,000 in business since January 1, 2011.

LNI is a local company which employs some 39 workers in the Los Angeles area. Through its chapter 11 case, LNI expects to save these jobs and to again grow. LNI has met all of its manufacturing obligations to other municipalities and general contractors and expects that it will meet all of its manufacturing obligations to Martin Outdoor Media, Inc. and the City of Los Angeles.

Please feel free to contact me if you have any further questions.

Sincerely yours,

LAW OFFICES OF STEVEN R. FOX


Steven R. Fox

cc: Scott Blakely (LNI Manufacturing)

ultraPLAY

1675 Locust Street A PLAYCORE Company
Red Bud, Illinois 62278

Martin Outdoor Media, LLC
May 23, 2011

First of all, we would like to thank you for the City of Los Angeles opportunity. We want to assure you that UltraPlay Systems will commit all the necessary resources to manage this project from start to finish. UltraPlay is one of 9 divisions of PlayCore which is a \$200M company with over 1 million square feet of manufacturing space located in 7 states with redundant manufacturing capabilities.

UltraPlay is capable and prepared to produce the quantity of 6,000 AD3H-W7 advertising benches required for the City of Los Angeles project. We will also assure you that we can supply these benches within the 12 month schedule and comfortably have 40% additional capacity in our Red Bud, Illinois facility. We will also have an experienced team assigned to this project including a design engineer, a dedicated quality supervisor and a dedicated shipping / logistics supervisor.

We have been preparing for this project for several months and look forward to supplying Martin Outdoor Media, LLC with all the benches and other site amenities required to make this project a success for your company.

Mark Burgess
Vice President Recreation Brands Groups, PlayCore

Mike Moll
General Manager Ultra Play Systems

Philip Clemons
Sales Manager Ultra Play Systems

1-800-45-ULTRA

1-618-282-8200

1-618-282-8202 FAX

ultra site
A PLAYCORE Company

UPLAY TODAY
Discovery
CENTERS

ultrashelter
A PLAYCORE Company

Scott Martin
Martin Outdoor Media, LLC
150 NW 70th Avenue, Suite #3
Plantation, Florida 33317

May 11, 2011

Ms. Shannon Eastenson
Bureau of Street Services
1149 South Broadway, Suite 400
Los Angeles, California 90015

Re: Allegations by Blogger Stephanie Kienzle Against Martin Outdoor Media.

Dear Shannon:

I wanted to alert you to a situation in the City of North Miami Beach as a result of a complaint filed with the City's election commission by blogger Stephanie Kienzle regarding campaign ads for Mayor Myron Rosner on bus benches owned Martin Outdoor Media ("MOM"). In her complaint, Ms. Kienzel alleged that MOM provided the Mayor with bus bench ads at below market costs, thereby making illegal contributions to the campaign of the Mayor. Ms. Kienzel's allegations were purportedly based on the rate card for ads contained in MOM's website.

MOM quotes rates on its website in the amount of \$135 for a standard bench, and \$300 for premium locations. As you can imagine, the rates quoted in MOM's website are aspirational, and the average rate charged by MOM is approximately \$136 per bench. Also, discounts are given to those customers contracting for a larger number of benches, such as 30 benches.

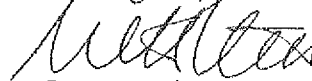
What is important is that the Mayor did not receive a better rate than anyone else. Mayor Rosner paid MOM \$4,500 for 30 bench ads at the rate of \$150 per bench ad for one month. As you can see, the Mayor paid above MOM's average bench rate, even though he contracted for a large number of benches. The Mayor's bench locations were the usual mix of standard and premium locations. Accordingly, Mayor Rosner did not receive a sweetheart deal on the bus bench ads he purchased from MOM.

As it turned out, the Mayor's ads remained on the benches for more than one month because they were so heavily and constantly defaced with graffiti. Paragraph 6 of MOM's standard contract deals with ads that are "defaced for any cause beyond the control of the Company" and provides that "the Company will extend if requested to do so, the term of this contract equivalent to the lost time without additional cost to the Advertiser other than the fees pursuant to this contract". Therefore, as is MOM's policy, the term of the Mayor's contract was extended for an amount of time equivalent to the time during which his defaced ads were displayed before they could be replaced.

Finally, MOM made an in "in kind" contribution to the Mayor's campaign in amount equal to no more than \$500 as a result of the fact that the Mayor's ads were installed a day or two early. The monthly rate of \$150 per ad panel translates to \$5 per day per bench ad. Assuming that MOM installed all of the Mayor's panels (30 of them) 2 days early, the campaign contribution was approximately \$300.

If you have any questions regarding any of the foregoing, please feel free to give me a call at (954) 558-4973.

Best regards,

A handwritten signature in cursive script, appearing to read "Scott Martin".

Scott Martin



Janice Takimoto <janice.takimoto@lacity.org>

Fw: Keep Alcohol Ads off L.A. Bus Benches - JUST SAY NO, PLEASE!

2 messages

William Weeks <william.weeks@lacity.org>

Thu, Jun 9, 2011 at 1:18 PM

To: janice.takimoto@lacity.org

----- Original Message -----

From: ingrid mueller <ingridinvenice@yahoo.com>

To: Executive Officer William Weeks <william.weeks@lacity.org>

Sent: Tue Jun 07 11:29:01 2011

Subject: Keep Alcohol Ads off L.A. Bus Benches - JUST SAY NO, PLEASE!

Alcohol is adult entertainment! We need not cram very potentially abused substances into waiting bus dwellers' minds, including a whole lot of minors!

Please have truly 'common' sense: Simply Say No to those advertisers that simply do not care.

With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. I respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

Thank you.

Let's help create more angels than evil in this City.

Sincerely,

ingrid mueller
1027 Elkgrove Ave Apt 3
Venice, CA 90291

Janice Takimoto <janice.takimoto@lacity.org>

Fri, Jun 10, 2011 at 7:23 AM

To: Andrea Alarcon <andrea.alarcon@lacity.org>, Paula Daniels <paula.daniels@lacity.org>, steve.nutter@lacity.org, Valerie SHAW <valerie.shaw@lacity.org>

Cc: Teri Schmidt <teri.schmidt@lacity.org>

One hard copy is available on the Executive Officer's desk.

Thank you.

jt

[Quoted text hidden]

--

Janice Takimoto
Senior Clerk Typist, Board of Public Works
City of Los Angeles, Department of Public Works
213-978-0275 voicemail
213-978-0278 fax
Mail Stop 465



Janice Takimoto <janice.takimoto@lacity.org>

Fw: Keep Alcohol Ads off L.A. Bus Benches

23 messages

William Weeks <william.weeks@lacity.org>

Thu, Jun 9, 2011 at 1:17 PM

To: janice.takimoto@lacity.org

----- Original Message -----

From: Monroe Pederson <jnmp52@alumni.usc.edu>

To: Executive Officer William Weeks <william.weeks@lacity.org>

Sent: Tue Jun 07 15:09:02 2011

Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

The research is clear: the more alcohol advertisements young people see, the more likely they are to drink and drink to excess. Restricting youth exposure to alcohol advertising has important benefits, including reducing youth drinking and binge drinking. Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. I respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

Thank you.

Sincerely,

Monroe Pederson
515 W Avenue J12
Lancaster, CA 93534

William Weeks <william.weeks@lacity.org>

Thu, Jun 9, 2011 at 1:17 PM

To: janice.takimoto@lacity.org

----- Original Message -----

From: Raul Anorve <ranorve@idepsca.org>

To: Executive Officer William Weeks <william.weeks@lacity.org>

Sent: Tue Jun 07 13:01:01 2011

Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of

alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

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Thank you.

Sincerely,

Raul Anorve
4401 Berkshire Ave
Los Angeles, CA 90032

William Weeks <william.weeks@lacity.org>

Thu, Jun 9, 2011 at 1:18 PM

To: janice.takimoto@lacity.org

----- Original Message -----

From: Denis Quinonez <dquinonez@salesianclubs-la.org>

To: Executive Officer William Weeks <william.weeks@lacity.org>

Sent: Tue Jun 07 12:06:01 2011

Subject: Keep Alcohol Ads off L.A. Bus Benches

Dear City leaders,

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

The research is clear: the more alcohol advertisements young people see, the more likely they are to drink and drink to excess. Restricting youth exposure to alcohol advertising has important benefits, including reducing youth drinking and binge drinking. Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. I respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

Thank you.

Denis Quinonez
Director, Boyle Heights Coalition for a Safe and Drug-Free Community

Sincerely,

Denis Quinonez
3248 Wabash Ave
Los Angeles, CA 90063

William Weeks <william.weeks@lacity.org>

Thu, Jun 9, 2011 at 1:18 PM

To: janice.takimoto@lacity.org

----- Original Message -----

From: Don Knutson <vegdon@macnexus.org>
To: Executive Officer William Weeks <william.weeks@lacity.org>
Sent: Tue Jun 07 11:56:01 2011
Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

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Thank you.

Sincerely,

Don Knutson
2004 5th St
Sacramento, CA 95818

William Weeks <william.weeks@lacity.org>

Thu, Jun 9, 2011 at 1:18 PM

To: janice.takimoto@lacity.org

----- Original Message -----

From: David Weinberger <davidandroberta@gmail.com>
To: Executive Officer William Weeks <william.weeks@lacity.org>
Sent: Tue Jun 07 11:26:01 2011
Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

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The research is clear: the more alcohol advertisements young people see, the more likely they are to drink and drink to excess. Restricting youth exposure to alcohol advertising has important benefits, including reducing youth drinking and binge drinking. Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. I respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

Thank you.

Sincerely,

David Weinberger
PO Box 81
Arroyo Grande, CA 93421

William Weeks <william.weeks@lacity.org>

Thu, Jun 9, 2011 at 1:18 PM

To: janice.takimoto@lacity.org

----- Original Message -----

From: Howard Cohen <howard@cohensw.com>

To: Executive Officer William Weeks <william.weeks@lacity.org>

Sent: Tue Jun 07 11:05:01 2011

Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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Thank you.

Sincerely,

Howard J Cohen, Ph.D.
3272 Cowper St
Palo Alto, CA 94306

William Weeks <william.weeks@lacity.org>

Thu, Jun 9, 2011 at 1:19 PM

To: janice.takimoto@lacity.org

----- Original Message -----

From: Janet Rowse <jlrowse@gmail.com>

To: Executive Officer William Weeks <william.weeks@lacity.org>

Sent: Tue Jun 07 11:02:01 2011

Subject: Keep Alcohol Ads off L.A. Bus Benches

Media messages are critically important to our youth. Like role models, all messages have the potential to have a positive or a negative effect on their health and future success. The most important test of any leader's character must be how their decisions affect the youth. Please DO MAKE THE RIGHT CHOICE and say NO to any and all addictive substance advertisement.

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

The research is clear: the more alcohol advertisements young people see, the more likely they are to drink and drink to excess. Restricting youth exposure to alcohol advertising has important benefits, including reducing youth drinking and binge drinking. Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. I respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

Thank you.

Sincerely,

Janet Rowse
201 Las Ondas
Santa Barbara, CA 93109

William Weeks <william.weeks@lacity.org>

Thu, Jun 9, 2011 at 1:19 PM

To: janice.takimoto@lacity.org

----- Original Message -----

From: Chris Wladen <chrisclean32@yahoo.com>

To: Executive Officer William Weeks <william.weeks@lacity.org>
Sent: Tue Jun 07 10:45:01 2011
Subject: Keep Alcohol Ads off L.A. Bus Benches

Hello I run a non profit rehabilitation home for recovering alcoholics. I am well away of the the troubles that alcoholics go thru on a day to day basis. Having ads on public property put in there face will do much harm to the city and to the community who is trying to abstain from this nasty disease.

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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Thank you.

Sincerely,

Chris Wladen
5750 Franklin Ave
Hollywood, CA 90028

William Weeks <william.weeks@lacity.org>
To: janice.takimoto@lacity.org

Thu, Jun 9, 2011 at 1:19 PM

----- Original Message -----

From: Virginia Shabaik <Vshabaik@aol.com>
To: Executive Officer William Weeks <william.weeks@lacity.org>
Sent: Tue Jun 07 10:36:01 2011
Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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Thank you.

Sincerely,

Virginia Shabaik
4133 Sunnyslope Ave
Sherman Oaks, CA 91423

William Weeks <william.weeks@lacity.org>

Thu, Jun 9, 2011 at 1:20 PM

To: janice.takimoto@lacity.org

----- Original Message -----

From: Jim Doeppers <jimdoeppers@gmail.com>

To: Executive Officer William Weeks <william.weeks@lacity.org>

Sent: Tue Jun 07 10:03:01 2011

Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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Thank you.

Sincerely,

Jim Doeppers
259 Richardson Dr
Mill Valley, CA 94941

William Weeks <william.weeks@lacity.org>

Thu, Jun 9, 2011 at 1:20 PM

To: janice.takimoto@lacity.org

----- Original Message -----

From: Dennis Hathaway <venicedd@gmail.com>
To: Executive Officer William Weeks <william.weeks@lacity.org>
Sent: Tue Jun 07 09:45:01 2011
Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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Thank you.

Sincerely,

Dennis Hathaway
1072 Palms Blvd
Venice, CA 90291

William Weeks <william.weeks@lacity.org>
To: janice.takimoto@lacity.org

Thu, Jun 9, 2011 at 1:20 PM

----- Original Message -----

From: Joan Kiley <jkiley@pacbell.net>
To: Executive Officer William Weeks <william.weeks@lacity.org>
Sent: Tue Jun 07 09:31:01 2011
Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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exposure to alcohol advertising has important benefits, including reducing youth drinking and binge drinking. Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. I respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

Thank you.

Sincerely,

Joan Kiley
3792 Harrison St Apt 32
Oakland, CA 94611

William Weeks <william.weeks@lacity.org>

Thu, Jun 9, 2011 at 1:20 PM

To: janice.takimoto@lacity.org

----- Original Message -----

From: Diana Plotkin <Plotkindi@aol.com>

To: Executive Officer William Weeks <william.weeks@lacity.org>

Sent: Tue Jun 07 09:29:01 2011

Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

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Thank you.

Sincerely,

Diana Plotkin
8443 W 4th St
Los Angeles, CA 90048

William Weeks <william.weeks@lacity.org>

Thu, Jun 9, 2011 at 1:22 PM

To: janice.takimoto@lacity.org

----- Original Message -----

From: Crissteen Doll <cdoll@ncaddsac.org>

To: Executive Officer William Weeks <william.weeks@lacity.org>
Sent: Thu Jun 09 13:20:01 2011
Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

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I know that I am not located in L.A. or in the surrounding county, however being a resident of California, I am interested in what happens in other counties in California. The L.A. area is a catalyst for other counties and what you allow will steer the rest of the state.

Thank you.

Sincerely,

Criss Doll, SAPS
Family and Youth Services Coordinator
NCADD
2143 Hurley Way Ste 101
Sacramento, CA 95825

William Weeks <william.weeks@lacity.org>
To: janice.takimoto@lacity.org

Thu, Jun 9, 2011 at 2:37 PM

----- Original Message -----

From: mark miller <mcm@adventgm.org>
To: Executive Officer William Weeks <william.weeks@lacity.org>
Sent: Thu Jun 09 14:23:02 2011
Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

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Thank you.

this seems like such an obvious issue. With all of the problems that LA faces, do you really want to use public property to encourage more drinking? Surely, there is a less expensive way to raise money.

Sincerely,

mark miller
90 Great Oaks Blvd
San Jose, CA 95119

William Weeks <william.weeks@lacity.org>

To: janice.takimoto@lacity.org

Thu, Jun 9, 2011 at 3:43 PM

----- Original Message -----

From: Bruce Wolfe <brucewolfe.sf@gmail.com>

To: Executive Officer William Weeks <william.weeks@lacity.org>

Sent: Thu Jun 09 15:41:01 2011

Subject: Keep Alcohol Ads off L.A. Bus Benches

As a Social Worker, I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol that is so widely apparent to our youth. We all know the industry spends millions on creating suggestive advertising that is repeated over and over again to entice kids to use their product, no less, pay for it.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

The research is clear: the more alcohol advertisements young people see, the more likely they are to drink and drink to excess. Restricting youth exposure to alcohol advertising has important benefits, including reducing youth drinking and binge drinking. Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. I respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

The job of social workers is to seek putting themselves out of a job. I know

for a fact with the loose reins government allows on the alcohol industry that we will never, ever win this struggle for the health and well being of our society and community.

Please do the right thing and prohibit all alcohol ads from city furniture and assets today!

Thank you.

Sincerely,

Bruce Wolfe, M.S.W.
1951 Page St
San Francisco, CA 94117

William Weeks <william.weeks@lacity.org>

Thu, Jun 9, 2011 at 4:17 PM

To: janice.takimoto@lacity.org

----- Original Message -----

From: Paul Ellender, Jr. <pellender@votervoice.net>

To: Executive Officer William Weeks <william.weeks@lacity.org>

Sent: Thu Jun 09 16:12:01 2011

Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

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Thank you.

Sincerely,

Paul Ellender, Jr.
5615 Corporate Blvd
Baton Rouge, LA 70808

William Weeks <william.weeks@lacity.org>

Thu, Jun 9, 2011 at 5:36 PM

Cc: janice.takimoto@lacity.org

----- Original Message -----

From: Luis Lozano <llozano@aol.com>

To: Executive Officer William Weeks <william.weeks@lacity.org>
Sent: Thu Jun 09 17:15:01 2011
Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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Thank you.

Sincerely,

Luis Lozano
225 Pomona Ave Apt 3
Long Beach, CA 90803

Janice Takimoto <janice.takimoto@lacity.org>

Fri, Jun 10, 2011 at 7:25 AM

To: Andrea Alarcon <andrea.alarcon@lacity.org>, Paula Daniels <paula.daniels@lacity.org>, steve.nutter@lacity.org, Valerie SHAW <valerie.shaw@lacity.org>
Cc: Teri Schmidt <teri.schmidt@lacity.org>

One hard copy is available for viewing on the Executive Officer's desk.
Thank you. jt

Forwarded conversation

Subject: Fw: Keep Alcohol Ads off L.A. Bus Benches

From: William Weeks <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 1:17 PM
To: janice.takimoto@lacity.org

----- Original Message -----

From: Monroe Pederson <jnmp52@alumni.usc.edu>
To: Executive Officer William Weeks <william.weeks@lacity.org>
Sent: Tue Jun 07 15:09:02 2011
Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

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Thank you.

Sincerely,

Monroe Pederson
515 W Avenue J12
Lancaster, CA 93534

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 1:17 PM
To: janice.takimoto@lacity.org

Raul Anorve
4401 Berkshire Ave
Los Angeles, CA 90032

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 1:18 PM
To: janice.takimoto@lacity.org

Dear City leaders,
Denis Quinonez
Director, Boyle Heights Coalition for a Safe and Drug-Free Community

Sincerely,

Denis Quinonez
3248 Wabash Ave
Los Angeles, CA 90063

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 1:18 PM
To: janice.takimoto@lacity.org

Sincerely,

Don Knutson
2004 5th St
Sacramento, CA 95818

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 1:18 PM
To: janice.takimoto@lacity.org

David Weinberger
PO Box 81
Arroyo Grande, CA 93421

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 1:18 PM
To: janice.takimoto@lacity.org

Howard J Cohen, Ph.D.
3272 Cowper St
Palo Alto, CA 94306

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 1:19 PM
To: janice.takimoto@lacity.org

Media messages are critically important to our youth. Like role models, all messages have the potential to have a positive or a negative effect on their health and future success. The most important test of any leader's character must be how their decisions affect the youth. Please DO MAKE THE RIGHT CHOICE and say NO to any and all addictive substance advertisement.

Janet Rowse
201 Las Ondas
Santa Barbara, CA 93109

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 1:19 PM
To: janice.takimoto@lacity.org

Hello I run a non profit rehabilitation home for recovering alcoholics. I am well away of the the troubles that alcoholics go thru on a day to day basis. Having ads on public property put in there face will do much harm to the city and to the community who is trying to abstain from this nasty disease.

Chris Wladen
5750 Franklin Ave
Hollywood, CA 90028

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 1:19 PM
To: janice.takimoto@lacity.org

Virginia Shabaik
4133 Sunnyslope Ave
Sherman Oaks, CA 91423

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 1:20 PM
To: janice.takimoto@lacity.org

Jim Doeppers
259 Richardson Dr
Mill Valley, CA 94941

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 1:20 PM
To: janice.takimoto@lacity.org

Dennis Hathaway
1072 Palms Blvd
Venice, CA 90291

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 1:20 PM
To: janice.takimoto@lacity.org

Joan Kiley
3792 Harrison St Apt 32
Oakland, CA 94611

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 1:20 PM
To: janice.takimoto@lacity.org

Diana Plotkin
8443 W 4th St
Los Angeles, CA 90048

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 1:22 PM
To: janice.takimoto@lacity.org

I know that I am not located in L.A. or in the surrounding county, however being a resident of California, I am interested in what happens in other counties in California. The L.A. area is a catalyst for other counties and what you allow will steer the rest of the state.

Thank you.

Sincerely,

Criss Doll, SAPS
Family and Youth Services Coordinator
NCADD
2143 Hurley Way Ste 101
Sacramento, CA 95825

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 2:37 PM
To: janice.takimoto@lacity.org

Thank you.

this seems like such an obvious issue. With all of the problems that LA faces, do you really want to use public property to encourage more drinking? Surely, there is a less expensive way to raise money.

Sincerely,

mark miller
90 Great Oaks Blvd
San Jose, CA 95119

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 3:43 PM
To: janice.takimoto@lacity.org

As a Social Worker, I am deeply troubled by alcohol-ads on public property. annually, the city should not be a partner in promoting alcohol that is so widely apparent to our youth. We all know the industry spends millions on creating suggestive advertising that is repeated over and over again to entice kids to use their product, no less, pay for it. The job of social workers is to seek putting themselves out of a job. I know for a fact with the loose reins government allows on the alcohol industry that we will never, ever win this struggle for the health and well being of our society and community.

Please do the right thing and prohibit all alcohol ads from city furniture and assets today!

Thank you.

Sincerely,

Bruce Wolfe, M.S.W.
1951 Page St
San Francisco, CA 94117

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 4:17 PM
To: janice.takimoto@lacity.org

should not be a partner in promoting alcohol.
Thank you.

Sincerely,

Paul Ellender, Jr.
5615 Corporate Blvd
Baton Rouge, LA 70808

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 5:36 PM
To:
Cc: janice.takimoto@lacity.org

Luis Lozano
225 Pomona Ave Apt 3
Long Beach, CA 90803

--
Janice Takimoto
Senior Clerk Typist, Board of Public Works
City of Los Angeles, Department of Public Works
213-978-0275 voicemail
213-978-0278 fax
Mail Stop 465

William Weeks <william.weeks@lacity.org>
To: janice.takimoto@lacity.org

Fri, Jun 10, 2011 at 8:05 AM

----- Original Message -----
From: Matilda Sakai <tillies2@verizon.net>
To: Executive Officer William Weeks <william.weeks@lacity.org>
Sent: Fri Jun 10 02:30:08 2011
Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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alcohol advertising on its buses, trains and other transit facilities. I respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

Thank you.

Sincerely,

Matilda Sakai
2991 Diana Ct
Newbury Park, CA 91320

William Weeks <william.weeks@lacity.org>

Fri, Jun 10, 2011 at 11:06 AM

To: janice.takimoto@lacity.org

----- Original Message -----

From: GLADYS ISINGER <gladysadler@sbcglobal.net>

To: Executive Officer William Weeks <william.weeks@lacity.org>

Sent: Fri Jun 10 11:01:01 2011

Subject: Keep Alcohol Ads off L.A. Bus Benches

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Thank you.

Sincerely,

GLADYS ISINGER
26682 Country Creek Ln
Calabasas, CA 91302

Janice Takimoto <janice.takimoto@lacity.org>

Fri, Jun 10, 2011 at 11:12 AM

To: Andrea Alarcon <andrea.alarcon@lacity.org>, Paula Daniels <paula.daniels@lacity.org>, steve.nutter@lacity.org, Valerie SHAW <valerie.shaw@lacity.org>

Cc: Teri Schmidt <teri.schmidt@lacity.org>

Forwarded conversation

Subject: **Fw: Keep Alcohol Ads off L.A. Bus Benches**

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 1:17 PM
To: janice.takimoto@lacity.org

----- Original Message -----

From: Monroe Pederson <jnmp52@alumni.usc.edu>
To: Executive Officer William Weeks <william.weeks@lacity.org>
Sent: Tue Jun 07 15:09:02 2011
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Thank you.

Sincerely,

[Quoted text hidden]

should not be a partner in promoting alcohol.
Thank you.

Sincerely,

Paul Ellender, Jr.
5615 Corporate Blvd
Baton Rouge, LA 70808

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 5:36 PM
To:
Cc: janice.takimoto@lacity.org

Luis Lozano

225 Pomona Ave Apt 3
Long Beach, CA 90803

From: **Janice Takimoto** <janice.takimoto@lacity.org>
Date: Fri, Jun 10, 2011 at 7:25 AM
To: Andrea Alarcon <andrea.alarcon@lacity.org>, Paula Daniels <paula.daniels@lacity.org>, steve.nutter@lacity.org, Valerie SHAW <valerie.shaw@lacity.org>
Cc: Teri Schmidt <teri.schmidt@lacity.org>

One hard copy is available for viewing on the Executive Officer's desk.
Thank you. jt

Forwarded conversation

Subject: **Fw: Keep Alcohol Ads off L.A. Bus Benches**

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 1:17 PM
To: janice.takimoto@lacity.org

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Date: Thu, Jun 9, 2011 at 1:17 PM
To: janice.takimoto@lacity.org

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 1:18 PM
To: janice.takimoto@lacity.org

Dear City leaders,-----

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 1:18 PM
To: janice.takimoto@lacity.org

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 1:18 PM
To: janice.takimoto@lacity.org

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Date: Thu, Jun 9, 2011 at 1:18 PM
To: janice.takimoto@lacity.org

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 1:19 PM
To: janice.takimoto@lacity.org

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 1:19 PM
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Date: Thu, Jun 9, 2011 at 1:20 PM
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Date: Thu, Jun 9, 2011 at 1:20 PM
To: janice.takimoto@lacity.org

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 1:22 PM
To: janice.takimoto@lacity.org

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 2:37 PM
To: janice.takimoto@lacity.org

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 3:43 PM
To: janice.takimoto@lacity.org

As a Social Worker, I am deeply troubled by alcohol-ads on public property.-----

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 4:17 PM
To: janice.takimoto@lacity.org

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 5:36 PM
To:
Cc: janice.takimoto@lacity.org

Janice Takimoto
Senior Clerk Typist, Board of Public Works
City of Los Angeles, Department of Public Works

213-978-0275 voicemail
213-978-0278 fax
Mail Stop 465

From: **William Weeks** <william.weeks@lacity.org>
Date: Fri, Jun 10, 2011 at 8:05 AM
To: janice.takimoto@lacity.org

Matilda Sakai
2991 Diana Ct
Newbury Park, CA 91320

From: **William Weeks** <william.weeks@lacity.org>
Date: Fri, Jun 10, 2011 at 11:06 AM
To: janice.takimoto@lacity.org

GLADYS ISINGER
26682 Country Creek Ln
Calabasas, CA 91302

[Quoted text hidden]

William Weeks <william.weeks@lacity.org>
To: janice.takimoto@lacity.org

Fri, Jun 10, 2011 at 12:00 PM

Still coming!

----- Original Message -----

From: Amanda Rodriguez <amandamftintern@gmail.com>
To: Executive Officer William Weeks <william.weeks@lacity.org>
Sent: Fri Jun 10 10:10:02 2011
Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

Thank you.

As someone who works in public health with teens (and families) plagued by alcohol use and dependence, I've seen the harrowing effects and influence of alcohol ads on teens. Please know that this population is already saturated with ads for alcohol and common community spots (like public transit locales) are an absolutely inappropriate place for advertisements of this kind. Let's protect families together!

Sincerely,

Amanda Rodriguez, MFTI
175 21st Ave Apt 202
San Francisco, CA 94121



Janice Takimoto <janice.takimoto@lacity.org>

Fwd: Keep Alcohol Ads off L.A. Bus Benches62 messages

William Weeks <william.weeks@lacity.org>

Mon, Jun 6, 2011 at 11:30 AM

To: Janice Takimoto <janice.takimoto@lacity.org>

----- Forwarded message -----

From: **Michael Scippa** <mjscippa@gmail.com>

Date: Mon, Jun 6, 2011 at 11:27 AM

Subject: Keep Alcohol Ads off L.A. Bus Benches

To: Executive Officer William Weeks <william.weeks@lacity.org>

Please do your job and protect the health and safety of L.A. residents and visitors.

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

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Once again, please do your job and protect the health and safety of L.A. residents and visitors.

Thank you.

Sincerely,

Michael Scippa
PO Box 412
Tiburon, CA 94920

William Weeks <william.weeks@lacity.org>

Mon, Jun 6, 2011 at 11:30 AM

To: Janice Takimoto <janice.takimoto@lacity.org>

----- Forwarded message -----

From: **Bert Saavedra** <bertbluzz@verizon.net>

Date: Mon, Jun 6, 2011 at 11:28 AM
Subject: Keep Alcohol Ads off L.A. Bus Benches
To: Executive Officer William Weeks <william.weeks@lacity.org>

Please do not place ads on street benches...aren't billboards and lighted building ads enough? Our city will begin to look like Las Vegas, Seoul, or some less than desirable city. Enough is enough!

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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Thank you.

I hope you hear this message and do the right thing.

Sincerely,

Bert Saavedra
14890 Jeremie St
Baldwin Park, CA 91706

William Weeks <william.weeks@lacity.org>
To: janice.takimoto@lacity.org

Mon, Jun 6, 2011 at 1:00 PM

----- Original Message -----

From: Meredyth Reinhard <twelvepaws54@yahoo.com>
To: Executive Officer William Weeks <william.weeks@lacity.org>
Sent: Mon Jun 06 11:40:01 2011
Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

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Thank you.

Sincerely,

Meredyth Reinhard
PO Box 154
Redwood Valley, CA 95470

William Weeks <william.weeks@lacity.org>
To: Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 3:14 PM

----- Forwarded message -----

From: **Jean Bushnell** <jeanbush@aol.com>
Date: Mon, Jun 6, 2011 at 11:57 AM
Subject: Keep Alcohol Ads off L.A. Bus Benches
To: Executive Officer Wiliam Weeks <william.weeks@lacity.org>

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

The research is clear: the more alcohol advertisements young people see, the more likely they are to drink and drink to excess. Restricting youth exposure to alcohol advertising has important benefits, including reducing youth drinking and binge drinking. Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. I respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

Thank you.

As a mother of three and grandmother of one I hope you will prohibit alcohol ads on public property.

Sincerely,

Jean Bushnell
10348 Eastborne Ave
Los Angeles, CA 90024

William Weeks <william.weeks@lacity.org>
To: Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 3:14 PM

----- Forwarded message -----

From: **Gayla McDowell** <gayla2@att.net>
Date: Mon, Jun 6, 2011 at 11:58 AM
Subject: Keep Alcohol Ads off L.A. Bus Benches
To: Executive Officer William Weeks <william.weeks@lacity.org>

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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Thank you.

Sincerely,

Gayla McDowell
2005 W Culver Ave Apt 16
Orange, CA 92868

William Weeks <william.weeks@lacity.org>
To: Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 3:14 PM

----- Forwarded message -----

From: **Chris Ford, Esq.** <cfordlaw@earthlink.net>
Date: Mon, Jun 6, 2011 at 12:00 PM
Subject: Keep Alcohol Ads off L.A. Bus Benches
To: Executive Officer William Weeks <william.weeks@lacity.org>

I think we should live in a world in which we do not have to be inundated with marketing from every angle. How about installing bus benches with ... NO advertising? If you just can't get the money-stars out of your eyes, then please see the further message below:

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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Thank you.

Sincerely,

Chris Ford, Esq.
Chris Ford
3435 Wilshire Blvd Ste 2900
Los Angeles, CA 90010

William Weeks <william.weeks@lacity.org>
To: Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 3:16 PM

----- Forwarded message -----

From: **chris van hook** <ccvanhook@gmail.com>
Date: Mon, Jun 6, 2011 at 12:09 PM
Subject: Keep Alcohol Ads off L.A. Bus Benches
To: Executive Officer William Weeks <william.weeks@lacity.org>

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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Thank you.

Sincerely,

chris van hook
337 Via de la Paz
Pacific Palisades, CA 90272

William Weeks <william.weeks@lacity.org>
To: Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 3:20 PM

----- Forwarded message -----
From: **Margarita Lopez** <lopez@pys.org>
Date: Mon, Jun 6, 2011 at 3:12 PM
Subject: Keep Alcohol Ads off L.A. Bus Benches
To: Executive Officer Wiliam Weeks <william.weeks@lacity.org>

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

The research is clear: the more alcohol advertisements young people see, the more likely they are to drink and drink to excess. Restricting youth exposure to alcohol advertising has important benefits, including reducing youth drinking and binge drinking. Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. I respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

Thank you.

Sincerely,

Margarita Lopez
1024 N Maclay Ave
San Fernando, CA 91340

William Weeks <william.weeks@lacity.org>
To: Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 3:21 PM

----- Forwarded message -----
From: **Zenon Marko, Zenon** <zm@zenonmarko.com>
Date: Mon, Jun 6, 2011 at 12:34 PM
Subject: Keep Alcohol Ads off L.A. Bus Benches
To: Executive Officer Wiliam Weeks <william.weeks@lacity.org>

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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Thank you.

Sincerely,

Zenon Marko
202 E 6th St Apt 11
New York, NY 10003

William Weeks <william.weeks@lacity.org>
To: Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 3:23 PM

----- Forwarded message -----

From: **Marsha Lyon** <marsha_lyon@yahoo.com>
Date: Mon, Jun 6, 2011 at 12:49 PM
Subject: Keep Alcohol Ads off L.A. Bus Benches
To: Executive Officer William Weeks <william.weeks@lacity.org>

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

The research is clear: the more alcohol advertisements young people see, the more likely they are to drink and drink to excess. Restricting youth exposure to alcohol advertising has important benefits, including reducing youth drinking and binge drinking. Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. I respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

Thank you.

Sincerely,

Marsha Lyon
1712 Bervy St
San Diego, CA 92110

William Weeks <william.weeks@lacity.org>
To: Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 3:24 PM

----- Forwarded message -----

From: **mMichael Culhane** <michael_culhane@mac.com>
Date: Mon, Jun 6, 2011 at 12:53 PM
Subject: Keep Alcohol Ads off L.A. Bus Benches
To: Executive Officer Wiliam Weeks <william.weeks@lacity.org>

I am apposed to having alcohol advertisements on billboards anywhere in los angeles. The research is clear: the more alcohol advertisements young people see, the more likely they are to drink and drink to excess. I have 2 boys and this is important to me. Please vote against it.

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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Thank you.

Sincerely,

mMichael Culhane
4439 Saint Clair Ave
Studio City, CA 91604

William Weeks <william.weeks@lacity.org>
To: Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 3:25 PM

----- Forwarded message -----

From: **David Rosenstein** <drosey36@gmail.com>
Date: Mon, Jun 6, 2011 at 12:56 PM

Subject: Keep Alcohol Ads off L.A. Bus Benches
To: Executive Officer William Weeks <william.weeks@lacity.org>

I understand that the city needs the money however promoting alcohol to children via bus benches is a terrible idea.

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

The research is clear: the more alcohol advertisements young people see, the more likely they are to drink and drink to excess. Restricting youth exposure to alcohol advertising has important benefits, including reducing youth drinking and binge drinking. Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. I respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

Thank you.

Thanks you for your attention to this important matter.

Sincerely,

David Rosenstein
302 Amalfi Dr
Santa Monica, CA 90402

William Weeks <william.weeks@lacity.org>
To: Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 3:38 PM

----- Forwarded message -----

From: Charles Brink <acton@wgn.net>
Date: Mon, Jun 6, 2011 at 1:08 PM
Subject: Keep Alcohol Ads off L.A. Bus Benches
To: Executive Officer William Weeks <william.weeks@lacity.org>

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

The research is clear: the more alcohol advertisements young people see, the more likely they are to drink and drink to excess. Restricting youth exposure to alcohol advertising has important benefits, including reducing youth drinking and binge drinking. Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. I respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

Thank you.

Stop all bus bench advertsing for drugs and Alcohol.

Sincerely,

Charles Brink
PO Box 9333
Van Nuys, CA 91409

William Weeks <william.weeks@lacity.org>
To: Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 3:40 PM

----- Forwarded message -----

From: **Sam McCormick** <samccg@sbcglobal.net>
Date: Mon, Jun 6, 2011 at 1:13 PM
Subject: Keep Alcohol Ads off L.A. Bus Benches
To: Executive Officer Wiliam Weeks <william.weeks@lacity.org>

Will you make a positive decision for our youth? our country?

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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Thank you.

Please consider this request.

Sincerely,

Sam McCormick
4337 Shamrock Way

Castro Valley, CA 94546

William Weeks <william.weeks@lacity.org>
To: Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 4:32 PM

----- Forwarded message -----

From: **Virginia Connell** <ginnyconnellpdap@aol.com>
Date: Mon, Jun 6, 2011 at 1:54 PM
Subject: Keep Alcohol Ads off L.A. Bus Benches
To: Executive Officer Wiliam Weeks <william.weeks@lacity.org>

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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Thank you.

Sincerely,

Virginia Connell
2361 Calle Mimosa
Thousand Oaks, CA 91360

William Weeks <william.weeks@lacity.org>
To: Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 4:33 PM

----- Forwarded message -----

From: **Mr. & Mrs. Michael Metcalfe** <m.metcalfe@verizon.net>
Date: Mon, Jun 6, 2011 at 2:10 PM
Subject: Keep Alcohol Ads off L.A. Bus Benches
To: Executive Officer Wiliam Weeks <william.weeks@lacity.org>

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be

\$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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Thank you.

Sincerely,

Mr. & Mrs. Michael Metcalfe
1421 Pandora Ave
Los Angeles, CA 90024

William Weeks <william.weeks@lacity.org>
To: Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 4:33 PM

----- Forwarded message -----

From: **David Allan, Los Angeles** <123wellness@gmail.com>
Date: Mon, Jun 6, 2011 at 2:20 PM
Subject: Keep Alcohol Ads off L.A. Bus Benches
To: Executive Officer Wiliam Weeks <william.weeks@lacity.org>

Advertising results in shaping our minds to make decisions both consciously and unconsciously. Especially for our young children and young adults, let's find another way to bring money to our city that brings a positive, safe message to our community

Thank you.

Sincerely,

Dr. David Allan, D.C.
PO Box 25692
Los Angeles, CA 90025

William Weeks <william.weeks@lacity.org>
To: Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 4:33 PM

----- Forwarded message -----

From: **Kevin Ashworth** <kevinashworth@yahoo.com>
Date: Mon, Jun 6, 2011 at 2:38 PM
Subject: Keep Alcohol Ads off L.A. Bus Benches
To: Executive Officer William Weeks <william.weeks@lacity.org>

Please keep alcohol ads off LA bus benches.

I am troubled by alcohol-ads on public property. The city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

The research is clear: the more alcohol advertisements young people see, the more likely they are to drink and drink to excess. Restricting youth exposure to alcohol advertising has important benefits, including reducing youth drinking and binge drinking. Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. I respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

Thank you.

Sincerely,

Kevin Ashworth
5937 Willoughby Ave Apt 3
Los Angeles, CA 90038

William Weeks <william.weeks@lacity.org>
To: Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 4:36 PM

----- Forwarded message -----

From: **Alan Richards** <alanjay132@yahoo.com>
Date: Mon, Jun 6, 2011 at 3:09 PM
Subject: Keep Alcohol Ads off L.A. Bus Benches
To: Executive Officer William Weeks <william.weeks@lacity.org>

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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reducing youth drinking and binge drinking. Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. I respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

Thank you.

Sincerely,

Alan Richards
3745 S Grand Ave
Los Angeles, CA 90007

William Weeks <william.weeks@lacity.org>
To: Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 4:36 PM

----- Forwarded message -----

From: **Beverly Weatherill** <dweatherill@socal.rr.com>
Date: Mon, Jun 6, 2011 at 3:31 PM
Subject: Keep Alcohol Ads off L.A. Bus Benches
To: Executive Officer William Weeks <william.weeks@lacity.org>

Everywhere I go now, I am seeing ads for alcohol.. the industry is immersing our country in its products because they can entice government with money... please resist their tempting you to allow adds on bus and park benches..

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

The research is clear: the more alcohol advertisements young people see, the more likely they are to drink and drink to excess. Restricting youth exposure to alcohol advertising has important benefits, including reducing youth drinking and binge drinking. Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. I respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

Thank you.

Sincerely,

Beverly Weatherill
1239 E Lomita Ave
Orange, CA 92867

William Weeks <william.weeks@lacity.org>
To: Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 4:40 PM

----- Forwarded message -----

From: **Paul Scott** <paulbscott@aol.com>
Date: Mon, Jun 6, 2011 at 3:53 PM
Subject: Keep Alcohol Ads off L.A. Bus Benches
To: Executive Officer William Weeks <william.weeks@lacity.org>

Understanding as I do that alcohol comprises the #1 Drug Problem at present in America, I am hoping that those responsible for the affairs of the City of Los Angeles will take measures to lessen the impact of alcohol advertising and promotion.

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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Thank you.

Although my residence is not in the City of Los Angeles, I have an office in the Mid-Wilshire District and am concerned with what happens in the second largest city in the Nation.

Sincerely,

Paul Scott
630 Atkins Dr
Glendale, CA 91206

William Weeks <william.weeks@lacity.org>
To: Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 4:41 PM

----- Forwarded message -----

From: **laura silagi** <lrsilagi@gmail.com>
Date: Mon, Jun 6, 2011 at 4:03 PM
Subject: Keep Alcohol Ads off L.A. Bus Benches
To: Executive Officer William Weeks <william.weeks@lacity.org>

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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Thank you.

Sincerely,

laura silagi
1072 Palms Blvd
Venice, CA 90291

William Weeks <william.weeks@lacity.org>
To: Janice Takimoto <janice.takimoto@lacity.org>

Mon, Jun 6, 2011 at 4:42 PM

----- Forwarded message -----

From: **golnaz agahi** <fishiez@hotmail.com>
Date: Mon, Jun 6, 2011 at 4:06 PM
Subject: Keep Alcohol Ads off L.A. Bus Benches
To: Executive Officer Wiliam Weeks <william.weeks@lacity.org>

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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Thank you.

Sincerely,

golnaz agahi
81 Canal
Irvine, CA 92620

William Weeks <william.weeks@lacity.org>
To: janice.takimoto@lacity.org

Mon, Jun 6, 2011 at 9:22 PM

----- Original Message -----

From: Michael Monagan <mmonagan@lausd.net>
To: Executive Officer William Weeks <william.weeks@lacity.org>
Sent: Mon Jun 06 17:56:01 2011
Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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Thank you.

Sincerely,

Michael Monagan
3341 Fay Ave
Culver City, CA 90232

William Weeks <william.weeks@lacity.org>
To: janice.takimoto@lacity.org

Mon, Jun 6, 2011 at 9:24 PM

----- Original Message -----

From: Beth Ann Thompson <bthan49@gmail.com>
To: Executive Officer William Weeks <william.weeks@lacity.org>
Sent: Mon Jun 06 20:36:01 2011
Subject: Keep Alcohol Ads off L.A. Bus Benches

Teenagers have way too much pressure on them from advertising for things that are essentially harmful. Please don't perpetrate this travesty.

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

The research is clear: the more alcohol advertisements young people see, the more likely they are to drink and drink to excess. Restricting youth exposure to alcohol advertising has important benefits, including reducing youth drinking and binge drinking. Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. I respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

Thank you.

Sincerely,

Beth Ann Thompson
1545 San Francisco St
Redding, CA 96001

William Weeks <william.weeks@lacity.org>
To: janice.takimoto@lacity.org

Tue, Jun 7, 2011 at 8:18 AM

----- Original Message -----

From: Derek Ryder <ekiture@yahoo.com>

To: Executive Officer William Weeks <william.weeks@lacity.org>

Sent: Tue Jun 07 02:30:03 2011

Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

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Thank you.

Sincerely,

Derek Ryder
1617 Grafton St
Los Angeles, CA 90026

William Weeks <william.weeks@lacity.org>

Tue, Jun 7, 2011 at 8:18 AM

To: janice.takimoto@lacity.org

----- Original Message -----

From: Susan Gans <preservethelegacy@sbcglobal.net>

To: Executive Officer William Weeks <william.weeks@lacity.org>

Sent: Tue Jun 07 02:30:05 2011

Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

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Thank you.

Sincerely,

Susan Gans
PO Box 900
Beverly Hills, CA 90213

William Weeks <william.weeks@lacity.org>

Tue, Jun 7, 2011 at 8:18 AM

To: janice.takimoto@lacity.org

----- Original Message -----

From: Gregory Wright <greg@newciv.org>

To: Executive Officer William Weeks <william.weeks@lacity.org>

Sent: Tue Jun 07 02:30:03 2011

Subject: Keep Alcohol Ads off L.A. Bus Benches

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Thank you.

SOME OF LOS ANGELES'S BUS BENCHES SHOULD PRESENT, NOT MORE OBNOXIOUS ADS, BUT FULL-BENCH-BACK REPRODUCTIONS OF PANORAMIC ARTWORKS BY LOS ANGELES ARTISTS -- WORKS NOMINATED AND SELECTED BY LOCAL COMMUNITY ARTS ORGANIZATIONS AND THE CULTURAL AFFAIRS DEPARTMENT.

Sincerely,

Gregory Wright
14161 Riverside Dr Unit 3
Sherman Oaks, CA 91423

William Weeks <william.weeks@lacity.org>
To: janice.takimoto@lacity.org

Tue, Jun 7, 2011 at 8:20 AM

----- Original Message -----

From: Carol Easton <easton525@gmail.com>
To: Executive Officer William Weeks <william.weeks@lacity.org>
Sent: Tue Jun 07 02:30:03 2011
Subject: Keep Alcohol Ads off L.A. Bus Benches

With the cost of alcohol abuse in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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on city-owned bus benches.

Thank you.

Sincerely,

Carol Easton
525 Venice Way
Venice, CA 90291

William Weeks <william.weeks@lacity.org>

Tue, Jun 7, 2011 at 8:33 AM

To: janice.takimoto@lacity.org

----- Original Message -----

From: C V BECK <REXBECK@NETSCAPE.COM>

To: Executive Officer William Weeks <william.weeks@lacity.org>

Sent: Tue Jun 07 08:06:01 2011

Subject: Keep Alcohol Ads off L.A. Bus Benches

You guys are trying the people's patience with money-grubbing, vulgar activities. I believe it is time to knock it off.

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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Thank you.

I believe that a 10-year contract is excessive and maybe only a 2-year contract would be doable.

Sincerely,

C V BECK
1053 Elkgrove Ave Apt 1
Venice, CA 90291

William Weeks <william.weeks@lacity.org>

Tue, Jun 7, 2011 at 8:45 AM

To: janice.takimoto@lacity.org

----- Original Message -----

From: Marge Schultz <mschultz48@gmail.com>
To: Executive Officer William Weeks <william.weeks@lacity.org>
Sent: Tue Jun 07 08:37:01 2011
Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

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Thank you.

Sincerely,

Marge Schultz
4592 Rosewood Pl
Riverside, CA 92506

William Weeks <william.weeks@lacity.org>

Tue, Jun 7, 2011 at 1:44 PM

To: janice.takimoto@lacity.org

----- Original Message -----

From: Caroll Fowler <fowler83@earthlink.net>
To: Executive Officer William Weeks <william.weeks@lacity.org>
Sent: Tue Jun 07 13:31:01 2011
Subject: Keep Alcohol Ads off L.A. Bus Benches

As a therapist with a speciality in addictions I must express my dismay at tax money going to advertising alcohol. This gives a message, especially to our youth, that drinking is okay. And our youth is at terrible risk to have continued problems with alcohol and drugs due to the lack of development of their brains. Please don't continue this for the sake of ourselves and our youth.

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors,"

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Thank you.

Sincerely,

Caroli Fowler
243 Poplar Ave
Hayward, CA 94541

William Weeks <william.weeks@lacity.org>

Tue, Jun 7, 2011 at 1:44 PM

To: janice.takimoto@lacity.org

----- Original Message -----

From: Karen Fishkin, Karen <karenfishkin@yahoo.com>

To: Executive Officer William Weeks <william.weeks@lacity.org>

Sent: Tue Jun 07 13:37:01 2011

Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

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Thank you.

Sincerely,

Karen Fishkin, Karen
1742 Fell St
San Francisco, CA 94117

Janice Takimoto <janice.takimoto@lacity.org>
To: Teri Schmidt <teri.schmidt@lacity.org>

Wed, Jun 8, 2011 at 7:31 AM

Forwarded conversation

Subject: Fwd: Keep Alcohol Ads off L.A. Bus Benches

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 11:30 AM
To: Janice Takimoto <janice.takimoto@lacity.org>

----- Forwarded message -----

From: **Michael Scippa** <miscippa@gmail.com>
Date: Mon, Jun 6, 2011 at 11:27 AM
Subject: Keep Alcohol Ads off L.A. Bus Benches
To: Executive Officer William Weeks <william.weeks@lacity.org>

Please do your job and protect the health and safety of L.A. residents and visitors.

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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Once again, please do your job and protect the health and safety of L.A. residents and visitors.

Thank you.

Sincerely,

Michael Scippa
PO Box 412
Tiburon, CA 94920

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 11:30 AM
To: Janice Takimoto <janice.takimoto@lacity.org>

Please do not place ads on street benches...aren't billboards and lighted building ads enough? Our city will begin to look like Las Vegas, Seoul, or some less than desirable city. Enough is enough! Thank you.

I hope you hear this message and do the right thing.

Sincerely,

Bert Saavedra
14890 Jeremie St
Baldwin Park, CA 91706

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 1:00 PM
To: janice.takimoto@lacity.org

Sincerely,

Meredyth Reinhard
PO Box 154
Redwood Valley, CA 95470

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 3:14 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

As a mother of three and grandmother of one I hope you will prohibit alcohol ads on public property.

Sincerely,

Jean Bushnell
10348 Eastborne Ave
Los Angeles, CA 90024

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 3:14 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

Sincerely,

Gayla McDowell
2005 W Culver Ave Apt 16

Orange, CA 92868

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 3:14 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

I think we should live in a world in which we do not have to be inundated with marketing from every angle. How about installing bus benches with ... NO advertising? If you just can't get the money-stars out of your eyes, then please see the further message below:
Chris Ford, Esq.
Chris Ford
3435 Wilshire Blvd Ste 2900
Los Angeles, CA 90010

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 3:16 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

chris van hook
337 Via de la Paz
Pacific Palisades, CA 90272

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 3:20 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

Margarita Lopez
1024 N Maclay Ave
San Fernando, CA 91340

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 3:21 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

Zenon Marko
202 E 6th St Apt 11
New York, NY 10003

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 3:23 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

Marsha Lyon
1712 Bervy St
San Diego, CA 92110

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 3:24 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

I am apposed to having alcohol advertisements on billboards anywhere in los angeles. The research is clear: the more alcohol advertisements young people see, the more likely they are to drink and drink to excess. I have 2 boys and this is important to me. Please vote against it.
mMichael Culhane
4439 Saint Clair Ave
Studio City, CA 91604

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 3:25 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

I understand that the city needs the money however promoting alcohol to children via bus benches is a terrible idea. Thanks you for your attention to this important matter.

Sincerely,

David Rosenstein
302 Amalfi Dr
Santa Monica, CA 90402

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 3:38 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

Stop all bus bench advertsing for drugs and Alcohol.

Sincerely,

Charles Brink
PO Box 9333
Van Nuys, CA 91409

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 3:40 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

Will you make a positive decision for our youth? our country?Please consider this request.

Sincerely,

Sam McCormick
4337 Shamrock Way
Castro Valley, CA 94546

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 4:32 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

Sincerely,

Virginia Connell
2361 Calle Mimosa
Thousand Oaks, CA 91360

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 4:33 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

Mr. & Mrs. Michael Metcalfe
1421 Pandora Ave
Los Angeles, CA 90024

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 4:33 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

Advertising results in shaping our minds to make decisions both consciously and unconsciously. Especially for our young children and young adults, let's find another way to bring money to our city that brings a positive, safe message to our community

Thank you.

Sincerely,

Dr. David Allan, D.C.
PO Box 25692
Los Angeles, CA 90025

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 4:33 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

Please keep alcohol ads off LA bus benches.

I am troubled by alcohol-ads on public property. The city should not be a partner in promoting alcohol.
Kevin Ashworth
5937 Willoughby Ave Apt 3
Los Angeles, CA 90038

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 4:36 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.
Alan Richards

3745 S Grand Ave
Los Angeles, CA 90007

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 4:36 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

Everywhere I go now, I am seeing ads for alcohol.. the industry is immersing our country in its products because they can entice government with money... please resist their tempting you to allow adds on bus and park benches..
Beverly Weatherill
1239 E Lomita Ave
Orange, CA 92867

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 4:40 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

Understanding as I do that alcohol comprises the #1 Drug Problem at present in America, I am hoping that those responsible for the affairs of the City of Los Angeles will take measures to lessen the impact of alcohol advertising and promotion. Although my residence is not in the City of Los Angeles, I have an office in the Mid-Wilshire District and am concerned with what happens in the second largest city in the Nation.

Sincerely,

Paul Scott
630 Atkins Dr
Glendale, CA 91206

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 4:41 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

Sincerely,

laura silagi
1072 Palms Blvd
Venice, CA 90291

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 4:42 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

golnaz agahi
81 Canal
Irvine, CA 92620

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 9:22 PM
To: janice.takimoto@lacity.org

Michael Monagan
3341 Fay Ave
Culver City, CA 90232

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 9:24 PM
To: janice.takimoto@lacity.org

Teenagers have way too much pressure on them from advertising for things that are essentially harmful. Please don't perpetrate this travesty.
Beth Ann Thompson
1545 San Francisco St
Redding, CA 96001

From: **William Weeks** <william.weeks@lacity.org>
Date: Tue, Jun 7, 2011 at 8:18 AM
To: janice.takimoto@lacity.org

Derek Ryder
1617 Grafton St
Los Angeles, CA 90026

From: **William Weeks** <william.weeks@lacity.org>
Date: Tue, Jun 7, 2011 at 8:18 AM
To: janice.takimoto@lacity.org

Susan Gans
PO Box 900
Beverly Hills, CA 90213

From: **William Weeks** <william.weeks@lacity.org>

Date: Tue, Jun 7, 2011 at 8:18 AM
To: janice.takimoto@lacity.org

SOME OF LOS ANGELES'S BUS BENCHES SHOULD PRESENT, NOT MORE OBNOXIOUS ADS, BUT FULL-BENCH-BACK REPRODUCTIONS OF PANORAMIC ARTWORKS BY LOS ANGELES ARTISTS -- WORKS NOMINATED AND SELECTED BY LOCAL COMMUNITY ARTS ORGANIZATIONS AND THE CULTURAL AFFAIRS DEPARTMENT.

Sincerely,

Gregory Wright
14161 Riverside Dr Unit 3
Sherman Oaks, CA 91423

From: **William Weeks** <william.weeks@lacity.org>
Date: Tue, Jun 7, 2011 at 8:20 AM
To: janice.takimoto@lacity.org

With the cost of alcohol abuse in L.A County estimated to be \$10.8 billion
Sincerely,

Carol Easton
525 Venice Way
Venice, CA 90291

From: **William Weeks** <william.weeks@lacity.org>
Date: Tue, Jun 7, 2011 at 8:33 AM
To: janice.takimoto@lacity.org

You guys are trying the people's patience with money-grubbing, vulgar activities. I believe it is time to knock it off.

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city I believe that a 10-year contract is excessive and maybe only a 2-year contract would be doable.

Sincerely,

C V BECK
1053 Elkgrove Ave Apt 1
Venice, CA 90291

From: **William Weeks** <william.weeks@lacity.org>
Date: Tue, Jun 7, 2011 at 8:45 AM
To: janice.takimoto@lacity.org

Sincerely,

Marge Schultz
4592 Rosewood Pl
Riverside, CA 92506

From: **William Weeks** <william.weeks@lacity.org>
Date: Tue, Jun 7, 2011 at 1:44 PM
To: janice.takimoto@lacity.org

As a therapist with a speciality in addictions I must express my dismay at tax money going to advertising alcohol. This gives a message, especially to our youth, that drinking is okay. And our youth is at terrible risk to have continued problems with alcohol and drugs due to the lack of development of their brains. Please don't continue this for the sake of ourselves and our youth.

Caroll Fowler
243 Poplar Ave
Hayward, CA 94541

From: **William Weeks** <william.weeks@lacity.org>
Date: Tue, Jun 7, 2011 at 1:44 PM
To: janice.takimoto@lacity.org

Karen Fishkin, Karen
1742 Fell St
San Francisco, CA 94117

--
Janice Takimoto
Senior Clerk Typist, Board of Public Works
City of Los Angeles, Department of Public Works
213-978-0275 voicemail
213-978-0278 fax
Mail Stop 465

William Weeks <william.weeks@lacity.org>
To: janice.takimoto@lacity.org

Thu, Jun 9, 2011 at 11:40 AM

----- Original Message -----
From: Sharon Heck <heck37@verizon.net>
To: Executive Officer William Weeks <william.weeks@lacity.org>
Sent: Thu Jun 09 11:15:01 2011
Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench

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Thank you.

Sincerely,

Sharon Heck
6032 Comstock Ave
Whittier, CA 90601

William Weeks <william.weeks@lacity.org>

Thu, Jun 9, 2011 at 11:40 AM

To: janice.takimoto@lacity.org

[Quoted text hidden]

Sarah Mart
889 Chardonnay Cir
Petaluma, CA 94954

William Weeks <william.weeks@lacity.org>

Thu, Jun 9, 2011 at 11:42 AM

To: janice.takimoto@lacity.org

----- Original Message -----

From: ener palma <enerayala@yahoo.com>

To: Executive Officer Wiliam Weeks <william.weeks@lacity.org>

Sent: Thu Jun 09 10:57:01 2011

Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

The research is clear: the more alcohol advertisements young people see, the more likely they are to drink and drink to excess. Restricting youth exposure to alcohol advertising has important benefits, including reducing youth drinking and binge drinking. Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. I respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

Thank you.

Sincerely,

ener palma
251 S Avenue 50 Apt E
Los Angeles, CA 90042

William Weeks <william.weeks@lacity.org>

Thu, Jun 9, 2011 at 12:32 PM

To: janice.takimoto@lacity.org

----- Original Message -----

From: Evelyn Stern <stern123@earthlink.net>

To: Executive Officer William Weeks <william.weeks@lacity.org>

Sent: Thu Jun 09 12:16:01 2011

Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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Thank you.

Sincerely,

Evelyn Stern
12367 Deerbrook Ln
Los Angeles, CA 90049

William Weeks <william.weeks@lacity.org>

Thu, Jun 9, 2011 at 12:32 PM

To: janice.takimoto@lacity.org

----- Original Message -----

From: Richard Bis, Donal1 <rbis@aadapinc.org>

To: Executive Officer William Weeks <william.weeks@lacity.org>

Sent: Thu Jun 09 11:50:02 2011

Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

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Thank you.

Sincerely,

Richard Bis,
Community Prevention Organizer
Asian American Drug Abuse Program, Inc.
2900 Crenshaw Blvd
Los Angeles, CA 90016

William Weeks <william.weeks@lacity.org>

Thu, Jun 9, 2011 at 12:34 PM

To: janice.takimoto@lacity.org

----- Original Message -----

From: Michele Simon <micheles@marininstitute.org>

To: Executive Officer William Weeks <william.weeks@lacity.org>

Sent: Thu Jun 09 10:51:01 2011

Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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Thank you.

Sincerely,

Michele Simon
3621 Grand Ave
Oakland, CA 94610

William Weeks <william.weeks@lacity.org>

Thu, Jun 9, 2011 at 12:34 PM

To: janice.takimoto@lacity.org

----- Original Message -----

From: Gilbert Lozano <glozano@tarzanatc.org>

To: Executive Officer William Weeks <william.weeks@lacity.org>

Sent: Thu Jun 09 10:24:02 2011

Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A. County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

The research is clear: the more alcohol advertisements young people see, the more likely they are to drink and drink to excess. Restricting youth exposure to alcohol advertising has important benefits, including reducing youth drinking and binge drinking. Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. I respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

Thank you.

Sincerely,

Gilbert Lozano
Outpatient Supervisor
Tarzana Treatment Centers
7101 Baird Ave
Reseda, CA 91335

William Weeks <william.weeks@lacity.org>

Thu, Jun 9, 2011 at 12:34 PM

To: janice.takimoto@lacity.org

----- Original Message -----

From: Richard Burtz, La Mesa <richburtz@hotmail.com>

To: Executive Officer William Weeks <william.weeks@lacity.org>

Sent: Thu Jun 09 09:59:01 2011

Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

The research is clear: the more alcohol advertisements young people see, the more likely they are to drink and drink to excess. Restricting youth exposure to alcohol advertising has important benefits, including reducing youth drinking and binge drinking. Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. I respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

Thank you.

Sincerely,

Richard Burtz, La Mesa
5639 Jackson Dr Apt 104
La Mesa, CA 91942

William Weeks <william.weeks@lacity.org>

Thu, Jun 9, 2011 at 12:34 PM

To: janice.takimoto@lacity.org

----- Original Message -----

From: Farimah Fiali <fnfiali@yahoo.com>

To: Executive Officer William Weeks <william.weeks@lacity.org>

Sent: Thu Jun 09 08:58:02 2011

Subject: Keep Alcohol Ads off L.A. Bus Benches

Our children need your help and urgent attention. We thank you for your consideration.

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

The research is clear: the more alcohol advertisements young people see, the more likely they are to drink and drink to excess. Restricting youth exposure to alcohol advertising has important benefits, including reducing youth drinking and binge drinking. Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. I

respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

Thank you.

Sincerely,

Farimah Fiali
24047 Gilmore St
West Hills, CA 91307

William Weeks <william.weeks@lacity.org>

Thu, Jun 9, 2011 at 12:35 PM

To: janice.takimoto@lacity.org

----- Original Message -----

From: Irene Sandler <irenes@babcn.org>

To: Executive Officer William Weeks <william.weeks@lacity.org>

Sent: Thu Jun 09 02:30:09 2011

Subject: Keep Alcohol Ads off L.A. Bus Benches

To My elected Representatives,

Take a page from the LAMTA and please do not allow the ten year agreement with Martin Outdoor Media for Bus benches showing ads for alcoholic Beverages. You have so many programs to help those who become alcoholics, yet you may be tacitly approving the promoting of drinking by accepting this bid.. Youth are easily influenced and, as with cigarettes, alcoholic beverages are easy to obtain and have ill effects on the body. Also, those who begin drinking at an early age may likely abuse the quantity and are more likely to continue, rather than to stop drinking. It would not be a moral position to support Martin Outdoor Media in their pursuit of customers, as this would allow the company to prey upon our children/residents and promote negative behavior which is not a benefit to our society. Surely, they wouldn't be buying all the benches that will carry their ads, if they thought the ads would not be lucrative over time. Why, directly or indirectly support this effort, which can come back to haunt you in the years to come? There are many other companies which may not have known you were accepting bids, which would make far better partners for you. The publicity generated by the public's indignation over this "Martin" proposal may inspire more companies, philanthropists, and/or non-profits, to take advantage of this opportunity, if you will reopen it for bids..

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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more likely they are to drink and drink to excess. Restricting youth exposure to alcohol advertising has important benefits, including reducing youth drinking and binge drinking. Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. I respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

Thank you.

Sincerely,

Irene Sandler
PO Box 15383
Beverly Hills, CA 90209

William Weeks <william.weeks@lacity.org>

Thu, Jun 9, 2011 at 1:11 PM

To: janice.takimoto@lacity.org

----- Original Message -----

From: Terence Endersen <terry.endersen@charter.net>

To: Executive Officer William Weeks <william.weeks@lacity.org>

Sent: Wed Jun 08 15:23:01 2011

Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A. County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

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Thank you.

Sincerely,

Terence Endersen
122 1/2 Argonne Ave
Long Beach, CA 90803

William Weeks <william.weeks@lacity.org>

Thu, Jun 9, 2011 at 1:12 PM

To: janice.takimoto@lacity.org

----- Original Message -----

From: Paula Wold <paula.wold@med.navy.mil>
To: Executive Officer William Weeks <william.weeks@lacity.org>
Sent: Wed Jun 08 13:36:01 2011
Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

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Thank you.

Sincerely,

Paula Wold
Instructor/Advisor
Navy Drug and Alcohol Counselor School
140 Sylvester Rd Bldg 500
San Diego, CA 92106

William Weeks <william.weeks@lacity.org>
To: janice.takimoto@lacity.org

Thu, Jun 9, 2011 at 1:12 PM

----- Original Message -----

From: Richard Quinones <richardq@lucasarts.com>
To: Executive Officer William Weeks <william.weeks@lacity.org>
Sent: Wed Jun 08 11:59:01 2011
Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

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Thank you.

Sincerely,

Richard Quinones
PO Box 7128
Corte Madera, CA 94976

William Weeks <william.weeks@lacity.org>

Thu, Jun 9, 2011 at 1:12 PM

To: janice.takimoto@lacity.org

----- Original Message -----

From: Trent Cutler <trentc@cutlergrouplp.com>

To: Executive Officer William Weeks <william.weeks@lacity.org>

Sent: Wed Jun 08 11:07:01 2011

Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

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Thank you.

Sincerely,

Trent Cutler
19 Hillside Ave
Mill Valley, CA 94941

William Weeks <william.weeks@lacity.org>

Thu, Jun 9, 2011 at 1:13 PM

To: janice.takimoto@lacity.org

----- Original Message -----

From: Raymond DiCiccio, MSW <rdiciccio@metrosandiego.org>
To: Executive Officer William Weeks <william.weeks@lacity.org>
Sent: Wed Jun 08 10:28:01 2011
Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

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Thank you.

Sincerely,

Raymond DiCiccio, MSW
6154 Mission Gorge Rd Ste 104
San Diego, CA 92120

William Weeks <william.weeks@lacity.org>
To: janice.takimoto@lacity.org

Thu, Jun 9, 2011 at 1:13 PM

----- Original Message -----

From: Kevin Hall <kph227@hotmail.com>
To: Executive Officer William Weeks <william.weeks@lacity.org>
Sent: Wed Jun 08 10:27:01 2011
Subject: Keep Alcohol Ads off L.A. Bus Benches

Dear Mayor Villaraigosa and Honorable City Council Members:

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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Thank you.

Sincerely,

Kevin Hall
325 S Rexford Dr
Beverly Hills, CA 90212

William Weeks <william.weeks@lacity.org>

Thu, Jun 9, 2011 at 1:13 PM

To: janice.takimoto@lacity.org

----- Original Message -----

From: Kelly Ireland <keirelan2001@yahoo.com>

To: Executive Officer William Weeks <william.weeks@lacity.org>

Sent: Wed Jun 08 10:26:01 2011

Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

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Thank you.

Sincerely,

Kelly Ireland
6566 De Longpre Ave
Los Angeles, CA 90028

William Weeks <william.weeks@lacity.org>

Thu, Jun 9, 2011 at 1:13 PM

To: janice.takimoto@lacity.org

----- Original Message -----

From: Mr. & Mrs. Dane Gloria DeLaTorre Wycoff <gdwycoff@cox.net>
To: Executive Officer William Weeks <william.weeks@lacity.org>
Sent: Wed Jun 08 10:09:01 2011
Subject: Keep Alcohol Ads off L.A. Bus Benches

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Thank you.

Sincerely,

Mr. & Mrs. Dane Gloria DeLaTorre Wycoff
21821 Montbury Dr
Lake Forest, CA 92630

William Weeks <william.weeks@lacity.org>
To: janice.takimoto@lacity.org

Thu, Jun 9, 2011 at 1:14 PM

----- Original Message -----

From: Kelly Townsend <milestogo-drugeducation@juno.com>
To: Executive Officer William Weeks <william.weeks@lacity.org>
Sent: Wed Jun 08 09:57:01 2011
Subject: Keep Alcohol Ads off L.A. Bus Benches

I am the Director of Miles To Go Drug Prevention Education located in Southern California.

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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Thank you.

Sincerely,

Kelly Townsend
Director of Drug Education/Prevention Specialist
Miles To Go Drug Prevention Lecture Series
3180 Madeira Ave
Costa Mesa, CA 92626

William Weeks <william.weeks@lacity.org>

Thu, Jun 9, 2011 at 1:15 PM

To: janice.takimoto@lacity.org

----- Original Message -----

From: Daniel Better <danoakili@gmail.com>

To: Executive Officer William Weeks <william.weeks@lacity.org>

Sent: Wed Jun 08 08:51:02 2011

Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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Thank you.

Sincerely,

Daniel Better
3426 Mentone Ave Apt 4
Los Angeles, CA 90034

William Weeks <william.weeks@lacity.org>

Thu, Jun 9, 2011 at 1:15 PM

To: janice.takimoto@lacity.org

----- Original Message -----

From: John Kelly <jmksf@hotmail.com>

To: Executive Officer William Weeks <william.weeks@lacity.org>

Sent: Wed Jun 08 08:27:01 2011

Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

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Thank you.

Sincerely,

John Kelly
320 Clementina St Apt 1014
San Francisco, CA 94103

William Weeks <william.weeks@lacity.org>

Thu, Jun 9, 2011 at 1:15 PM

To: janice.takimoto@lacity.org

----- Original Message -----

From: Marsha Epstein, MD <marsha.epstein@gmail.com>

To: Executive Officer William Weeks <william.weeks@lacity.org>

Sent: Wed Jun 08 08:21:01 2011

Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

As a physician I know that the research is clear: the more alcohol

advertisements young people see, the more likely they are to drink and drink to excess. Restricting youth exposure to alcohol advertising has important benefits, including reducing youth drinking and binge drinking. Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. I respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

Thank you.

Sincerely,

Marsha Epstein, MD
3200 Butler Ave
Los Angeles, CA 90066

William Weeks <william.weeks@lacity.org>

Thu, Jun 9, 2011 at 1:15 PM

To: janice.takimoto@lacity.org

----- Original Message -----

From: Gloria Rincon <artlover01@hotmail.com>

To: Executive Officer William Weeks <william.weeks@lacity.org>

Sent: Tue Jun 07 18:50:01 2011

Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

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Thank you.

Sincerely,

Gloria Rincon
16 Genoa St
Arcadia, CA 91006

William Weeks <william.weeks@lacity.org>

Thu, Jun 9, 2011 at 1:15 PM

To: janice.takimoto@lacity.org

----- Original Message -----

From: Tinaz Vevaina, MA, MFT <Tinaz@DiamondCounseling.com>
To: Executive Officer William Weeks <william.weeks@lacity.org>
Sent: Tue Jun 07 18:48:01 2011
Subject: Keep Alcohol Ads off L.A. Bus Benches

As a Marriage and Family Therapist, I see families where children have been devastated due to underage drinking. As we all know, teenagers are very susceptible to commercials and ads.

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A. County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

The research is clear: the more alcohol advertisements young people see, the more likely they are to drink and drink to excess. Restricting youth exposure to alcohol advertising has important benefits, including reducing youth drinking and binge drinking. Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. I respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

Thank you.

Sincerely,

Tinaz Vevaina, MA, MFT
Co- Founder and Clinical Director
Diamond Family Counseling
4000 Birch St Ste 203
Newport Beach, CA 92660

William Weeks <william.weeks@lacity.org>
To: janice.takimoto@lacity.org

Thu, Jun 9, 2011 at 1:16 PM

----- Original Message -----

From: Annette Kunzman <dbsandamk@verizon.net>
To: Executive Officer William Weeks <william.weeks@lacity.org>
Sent: Tue Jun 07 16:48:01 2011
Subject: Keep Alcohol Ads off L.A. Bus Benches

I am an adoptive mother of a child whose 19-year-old birth-mother drank during her pregnancy. Most young people do not realize the extensive risk to themselves of prematurely drinking alcohol. And most people do not realize the irreversible physical damage caused to the fetus when exposed to alcohol in utero. Alcohol use during pregnancy causes life-long brain trauma. The extent varies depending on the timing and the amount of ingestion. The brain begins to form as early as Day 3 from conception - most

girls and women don't even know they are pregnant that early. Lower inhibitions due to alcohol leads to impulsive behavior which can result in teen pregnancy. Please help protect our children and our society from the early exposure to alcohol.

Based on my experience, I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

The research is clear: the more alcohol advertisements young people see, the more likely they are to drink and drink to excess. Restricting youth exposure to alcohol advertising has important benefits, including reducing youth drinking and binge drinking. Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. I respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

Thank you.

Sincerely,

Annette Kunzman
1028 10th St
Manhattan Beach, CA 90266

William Weeks <william.weeks@lacity.org>
To: janice.takimoto@lacity.org

Thu, Jun 9, 2011 at 1:17 PM

----- Original Message -----

From: Katynka Martinez <katynka@sfsu.edu>
To: Executive Officer William Weeks <william.weeks@lacity.org>
Sent: Tue Jun 07 16:07:01 2011
Subject: Keep Alcohol Ads off L.A. Bus Benches

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

The research is clear: the more alcohol advertisements young people see, the more likely they are to drink and drink to excess. Restricting youth exposure to alcohol advertising has important benefits, including reducing youth drinking and binge drinking. Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. I

respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

Thank you.

Sincerely,

Katynka Martinez
4530 Calada Ave
Pico Rivera, CA 90660

William Weeks <william.weeks@lacity.org>

Thu, Jun 9, 2011 at 1:17 PM

To: janice.takimoto@lacity.org

----- Original Message -----

From: Joyce Foster <joycelfost@aol.com>

To: Executive Officer William Weeks <william.weeks@lacity.org>

Sent: Tue Jun 07 15:43:02 2011

Subject: Keep Alcohol Ads off L.A. Bus Benches

We certainly need new bus benches in this city, but alcohol ads do not belong on them. Let's try to set a higher standard for our new benches...one that we can all be proud of...our children included. I would suggest we set the same standards for our bus shelters.

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

The research is clear: the more alcohol advertisements young people see, the more likely they are to drink and drink to excess. Restricting youth exposure to alcohol advertising has important benefits, including reducing youth drinking and binge drinking. Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. I respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

Thank you.

Thank you for thinking of the city as a whole and not just personal interests.

Sincerely,

Joyce Foster
10572 Wilkins Ave
Los Angeles, CA 90024

Janice Takimoto <janice.takimoto@lacity.org>

Fri, Jun 10, 2011 at 7:20 AM

To: Andrea Alarcon <andrea.alarcon@lacity.org>, Paula Daniels <paula.daniels@lacity.org>, steve.nutter@lacity.org, Valerie SHAW <valerie.shaw@lacity.org>
Cc: Teri Schmidt <teri.schmidt@lacity.org>

Good Morning Commissioners,
One hard copy is available on the Executive Officer's desk.
Thank you.
jt

Forwarded conversation

Subject: Fwd: Keep Alcohol Ads off L.A. Bus Benches

From: William Weeks <william.weeks@lacity.org>

Date: Mon, Jun 6, 2011 at 11:30 AM

To: Janice Takimoto <janice.takimoto@lacity.org>

----- Forwarded message -----

From: Michael Scippa <miscippa@gmail.com>

Date: Mon, Jun 6, 2011 at 11:27 AM

Subject: Keep Alcohol Ads off L.A. Bus Benches

To: Executive Officer William Weeks <william.weeks@lacity.org>

Please do your job and protect the health and safety of L.A. residents and visitors.

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

The L.A. Department of Public Health recently recommended that "reducing alcohol advertising in public spaces and in areas commonly seen by minors," would help discourage underage drinking. Yet the proposed 10-year bus bench contract with Martin Outdoor Media LLC, inexplicably allows the company to place alcohol ads on public property.

The research is clear: the more alcohol advertisements young people see, the more likely they are to drink and drink to excess. Restricting youth exposure to alcohol advertising has important benefits, including reducing youth drinking and binge drinking. Currently the L.A. MTA does not allow alcohol advertising on its buses, trains and other transit facilities. I respectfully urge you to adopt this wise policy and not approve the Martin Outdoor Media contract until an amendment is added to not allow alcohol ads on city-owned bus benches.

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

Jean Bushnell
10348 Eastborne Ave
Los Angeles, CA 90024

[Quoted text hidden]

Mr. & Mrs. Michael Metcalfe
1421 Pandora Ave
Los Angeles, CA 90024

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 4:33 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

Advertising results in shaping our minds to make decisions both consciously and unconsciously. Especially for our young children and young adults, let's find another way to bring money to our city that brings a positive, safe message to our community

Thank you.

Sincerely,

Dr. David Allan, D.C.
PO Box 25692
Los Angeles, CA 90025

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 4:33 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

Please keep alcohol ads off LA bus benches.

I am troubled by alcohol-ads on public property. The city should not be a partner in promoting alcohol.
Kevin Ashworth
5937 Willoughby Ave Apt 3
Los Angeles, CA 90038

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 4:36 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

I am deeply troubled by alcohol-ads on public property. With the cost of alcohol in L.A County estimated to be \$10.8 billion annually, the city should not be a partner in promoting alcohol.

[Quoted text hidden]

[Quoted text hidden]

I am deeply troubled by alcohol-ads on public property. With the cost of

alcohol in L.A County estimated to be \$10.8 billion annually, the city

[Quoted text hidden]

From: **Janice Takimoto** <janice.takimoto@lacity.org>
Date: Wed, Jun 8, 2011 at 7:31 AM
To: Teri Schmidt <teri.schmidt@lacity.org>

Forwarded conversation

Subject: **Fwd: Keep Alcohol Ads off L.A. Bus Benches**

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 11:30 AM
To: Janice Takimoto <janice.takimoto@lacity.org>

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 11:30 AM
To: Janice Takimoto <janice.takimoto@lacity.org>

Please do not place ads on street benches...aren't billboards and lighted building ads enough? Our city will begin to look like Las Vegas, Seoul, or some less than desirable city. Enough is enough! Thank you.

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 1:00 PM
To: janice.takimoto@lacity.org

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 3:14 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

Jean Bushnell
10348 Eastborne Ave
Los Angeles, CA 90024

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 3:14 PM

To: Janice Takimoto <janice.takimoto@lacity.org>

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 3:14 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 3:16 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 3:20 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 3:21 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 3:23 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 3:24 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 3:25 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

I understand that the city needs the money however promoting alcohol to children via bus benches is a terrible idea. Thanks you for your attention to this important matter.

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 3:38 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 3:40 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

Will you make a positive decision for our youth? our country? Please consider this request.

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 4:32 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 4:33 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 4:33 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 4:33 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

I am troubled by alcohol-ads on public property. The city should not be a partner in promoting alcohol.

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 4:36 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 4:36 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

From: **William Weeks** <william.weeks@lacity.org>

Date: Mon, Jun 6, 2011 at 4:40 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

Understanding as I do that alcohol comprises the #1 Drug Problem at present in America, I am hoping that those responsible for the affairs of the City of Los Angeles will take measures to lessen the impact of alcohol advertising and promotion. Although my residence is not in the City of Los Angeles, I have an office in the Mid-Wilshire District and am concerned with what happens in the second largest city in the Nation.

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 4:41 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 4:42 PM
To: Janice Takimoto <janice.takimoto@lacity.org>

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 9:22 PM
To: janice.takimoto@lacity.org

From: **William Weeks** <william.weeks@lacity.org>
Date: Mon, Jun 6, 2011 at 9:24 PM
To: janice.takimoto@lacity.org

From: **William Weeks** <william.weeks@lacity.org>
Date: Tue, Jun 7, 2011 at 8:18 AM
To: janice.takimoto@lacity.org

From: **William Weeks** <william.weeks@lacity.org>
Date: Tue, Jun 7, 2011 at 8:18 AM
To: janice.takimoto@lacity.org

From: **William Weeks** <william.weeks@lacity.org>
Date: Tue, Jun 7, 2011 at 8:18 AM
To: janice.takimoto@lacity.org

From: **William Weeks** <william.weeks@lacity.org>
Date: Tue, Jun 7, 2011 at 8:20 AM
To: janice.takimoto@lacity.org

With the cost of alcohol abuse in L.A County estimated to be \$10.8 billion-----
From: **William Weeks** <william.weeks@lacity.org>
Date: Tue, Jun 7, 2011 at 8:33 AM
To: janice.takimoto@lacity.org

From: **William Weeks** <william.weeks@lacity.org>
Date: Tue, Jun 7, 2011 at 8:45 AM
To: janice.takimoto@lacity.org

From: **William Weeks** <william.weeks@lacity.org>
Date: Tue, Jun 7, 2011 at 1:44 PM
To: janice.takimoto@lacity.org

From: **William Weeks** <william.weeks@lacity.org>
Date: Tue, Jun 7, 2011 at 1:44 PM
To: janice.takimoto@lacity.org

--
Janice Takimoto
Senior Clerk Typist, Board of Public Works
City of Los Angeles, Department of Public Works
213-978-0275 voicemail
213-978-0278 fax
Mail Stop 465

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 11:40 AM
To: janice.takimoto@lacity.org

Thank you.

Sincerely,

Sharon Heck
6032 Comstock Ave
Whittier, CA 90601

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 11:40 AM
To: janice.takimoto@lacity.org

Sarah Mart
889 Chardonnay Cir
Petaluma, CA 94954

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 11:42 AM
To: janice.takimoto@lacity.org

ener palma
251 S Avenue 50 Apt E

Los Angeles, CA 90042

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 12:32 PM
To: janice.takimoto@lacity.org

Evelyn Stern
12367 Deerbrook Ln
Los Angeles, CA 90049

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 12:32 PM
To: janice.takimoto@lacity.org

Richard Bis,
Community Prevention Organizer
Asian American Drug Abuse Program, Inc.
2900 Crenshaw Blvd
Los Angeles, CA 90016

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 12:34 PM
To: janice.takimoto@lacity.org

Michele Simon
3621 Grand Ave
Oakland, CA 94610

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 12:34 PM
To: janice.takimoto@lacity.org

Gilbert Lozano
Outpatient Supervisor
Tarzana Treatment Centers
7101 Baird Ave
Reseda, CA 91335

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 12:34 PM
To: janice.takimoto@lacity.org

Richard Burtz, La Mesa
5639 Jackson Dr Apt 104
La Mesa, CA 91942

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 12:34 PM

To: janice.takimoto@lacity.org

Our children need your help and urgent attention. We thank you for your consideration.

Farimah Fiali
24047 Gilmore St
West Hills, CA 91307

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 12:35 PM
To: janice.takimoto@lacity.org

To My elected Representatives,

Take a page from the LAMTA and please do not allow the ten year agreement with Martin Outdoor Media for Bus benches showing ads for alcoholic Beverages. You have so many programs to help those who become alcoholics, yet you may be tacitly approving the promoting of drinking by accepting this bid.. Youth are easily influenced and, as with cigarettes, alcoholic beverages are easy to obtain and have ill effects on the body. Also, those who begin drinking at an early age may likely abuse the quantity and are more likely to continue, rather than to stop drinking. It would not be a moral position to support Martin Outdoor Media in their pursuit of customers, as this would allow the company to prey upon our children/residents and promote negative behavior which is not a benefit to our

society. Surely, they wouldn't be buying all the benches that will carry their ads, if they thought the ads would not be lucrative over time. Why, directly or indirectly support this effort, which can come back to haunt you in the years to come? There are many other companies which may not have known you were accepting bids, which would make far better partners for you. The publicity generated by the public's indignation over this "Martin" proposal may inspire more companies, philanthropists, and/or non-profits, to take advantage of this opportunity, if you will reopen it for bids..

Irene Sandler
PO Box 15383
Beverly Hills, CA 90209

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 1:11 PM
To: janice.takimoto@lacity.org

Terence Endersen
122 1/2 Argonne Ave
Long Beach, CA 90803

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 1:12 PM
To: janice.takimoto@lacity.org

Paula Wold

Instructor/Advisor
Navy Drug and Alcohol Counselor School
140 Sylvester Rd Bldg 500
San Diego, CA 92106

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 1:12 PM
To: janice.takimoto@lacity.org

Richard Quinones
PO Box 7128
Corte Madera, CA 94976

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 1:12 PM
To: janice.takimoto@lacity.org

Trent Cutler
19 Hillside Ave
Mill Valley, CA 94941

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 1:13 PM
To: janice.takimoto@lacity.org

Raymond DiCiccio, MSW
6154 Mission Gorge Rd Ste 104
San Diego, CA 92120

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 1:13 PM
To: janice.takimoto@lacity.org

Dear Mayor Villaraigosa and Honorable City Council Members:
Kevin Hall
325 S Rexford Dr
Beverly Hills, CA 90212

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 1:13 PM
To: janice.takimoto@lacity.org

Kelly Ireland
6566 De Longpre Ave
Los Angeles, CA 90028

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 1:13 PM

To: janice.takimoto@lacity.org

Mr. & Mrs. Dane Gloria DeLaTorre Wycoff
21821 Montbury Dr
Lake Forest, CA 92630

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 1:14 PM
To: janice.takimoto@lacity.org

I am the Director of Miles To Go Drug Prevention Education located in Southern California.
Kelly Townsend
Director of Drug Education/Prevention Specialist
Miles To Go Drug Prevention Lecture Series
3180 Madeira Ave
Costa Mesa, CA 92626

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 1:15 PM
To: janice.takimoto@lacity.org

Daniel Better
3426 Mentone Ave Apt 4
Los Angeles, CA 90034

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 1:15 PM
To: janice.takimoto@lacity.org

John Kelly
320 Clementina St Apt 1014
San Francisco, CA 94103

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 1:15 PM
To: janice.takimoto@lacity.org

As a physician I know that the research is clear: the more alcohol
Marsha Epstein, MD
3200 Butler Ave
Los Angeles, CA 90066

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 1:15 PM
To: janice.takimoto@lacity.org

Gloria Rincon

16 Genoa St
Arcadia, CA 91006

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 1:15 PM
To: janice.takimoto@lacity.org

As a Marriage and Family Therapist, I see families where children have been devastated due to underage drinking. As we all know, teenagers are very susceptible to commercials and ads.

Tinaz Vevaina, MA, MFT
Co- Founder and Clinical Director
Diamond Family Counseling
4000 Birch St Ste 203
Newport Beach, CA 92660

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 1:16 PM
To: janice.takimoto@lacity.org

I am an adoptive mother of a child whose 19-year-old birth-mother drank during her pregnancy. Most young people do not realize the extensive risk to themselves of prematurely drinking alcohol. And most people do not realize the irreversible physical damage caused to the fetus when exposed to alcohol in utero. Alcohol use during pregnancy causes life-long brain trauma. The extent varies depending on the timing and the amount of ingestion. The brain begins to form as early as Day 3 from conception - most girls and women don't even know they are pregnant that early. Lower inhibitions due to alcohol leads to impulsive behavior which can result in teen pregnancy. Please help protect our children and our society from the early exposure to alcohol.

Based on my experience, I am deeply troubled by alcohol-ads on public
Annette Kunzman
1028 10th St
Manhattan Beach, CA 90266

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 1:17 PM
To: janice.takimoto@lacity.org

Katynka Martinez
4530 Calada Ave
Pico Rivera, CA 90660

From: **William Weeks** <william.weeks@lacity.org>
Date: Thu, Jun 9, 2011 at 1:17 PM
To: janice.takimoto@lacity.org

We certainly need new bus benches in this city, but alcohol ads do not belong on them. Let's try to set a higher standard for our new

benches...one that we can all be proud of...our children included. I would suggest we set the same standards for our bus shelters. Thank you for thinking of the city as a whole and not just personal interests.

Sincerely,

Joyce Foster
10572 Wilkins Ave
Los Angeles, CA 90024

[Quoted text hidden]

Executive Officer
Board of Public Works

May 13, 2011

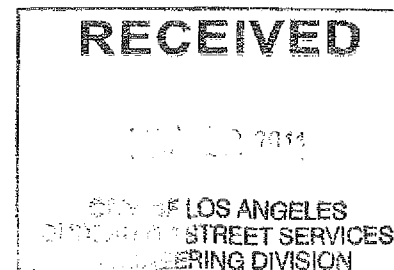
#1 BSS/BCA

This Board has taken under advisement Joint Report No. 1 of the Directors of the Bureaus of Street Services and Contract Administration recommending that the Board adopt the recommendation to authorize the President of the Board, to enter into a 10-year contract with Martin Outdoor Media, LLC for a Bus Bench Program in the City and transmit the adopted report, contract and all related attachments forthwith to the Mayor and Council for their approval.

(THIS MATTER WILL AGAIN BE CONSIDERED AT ITS MEETING OF MAY 25, 2011)

5/25/11 - (THIS MATTER WILL AGAIN BE CONSIDERED AT ITS MEETING OF MAY 27, 2011)
(to allow time for both sides to prepare a bus bench transition plan, to remove the old benches and replace them with new ones)

Martin Outdoor Benches - LA CITY



Plot Plans

5/9/11

CITY OF LOS ANGELES SHOP DRAWING/SUBMITTAL REVIEW	
BUREAU OF STREET SERVICES REVIEW	RESPONSE REQUIRED OF CONTRACTOR
NO EXCEPTIONS TAKEN <input checked="" type="checkbox"/>	CONFIRM <input type="checkbox"/>
NOTE MARKING <input type="checkbox"/>	RESUBMIT <input type="checkbox"/>
REJECTED <input type="checkbox"/>	NONE <input checked="" type="checkbox"/>
COMMENTS ATTACHED <input type="checkbox"/>	
<p>Review is for general conformance with the design concept and contract documents. Noted markings or comments shall not be construed as relieving the Contractor from compliance with the project plans and specifications, or departures therefrom. The Contractor remains responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly, for performing his work in a safe and satisfactory manner.</p>	
BY: <u>[Signature]</u>	
DATE: <u>5.12.11</u>	

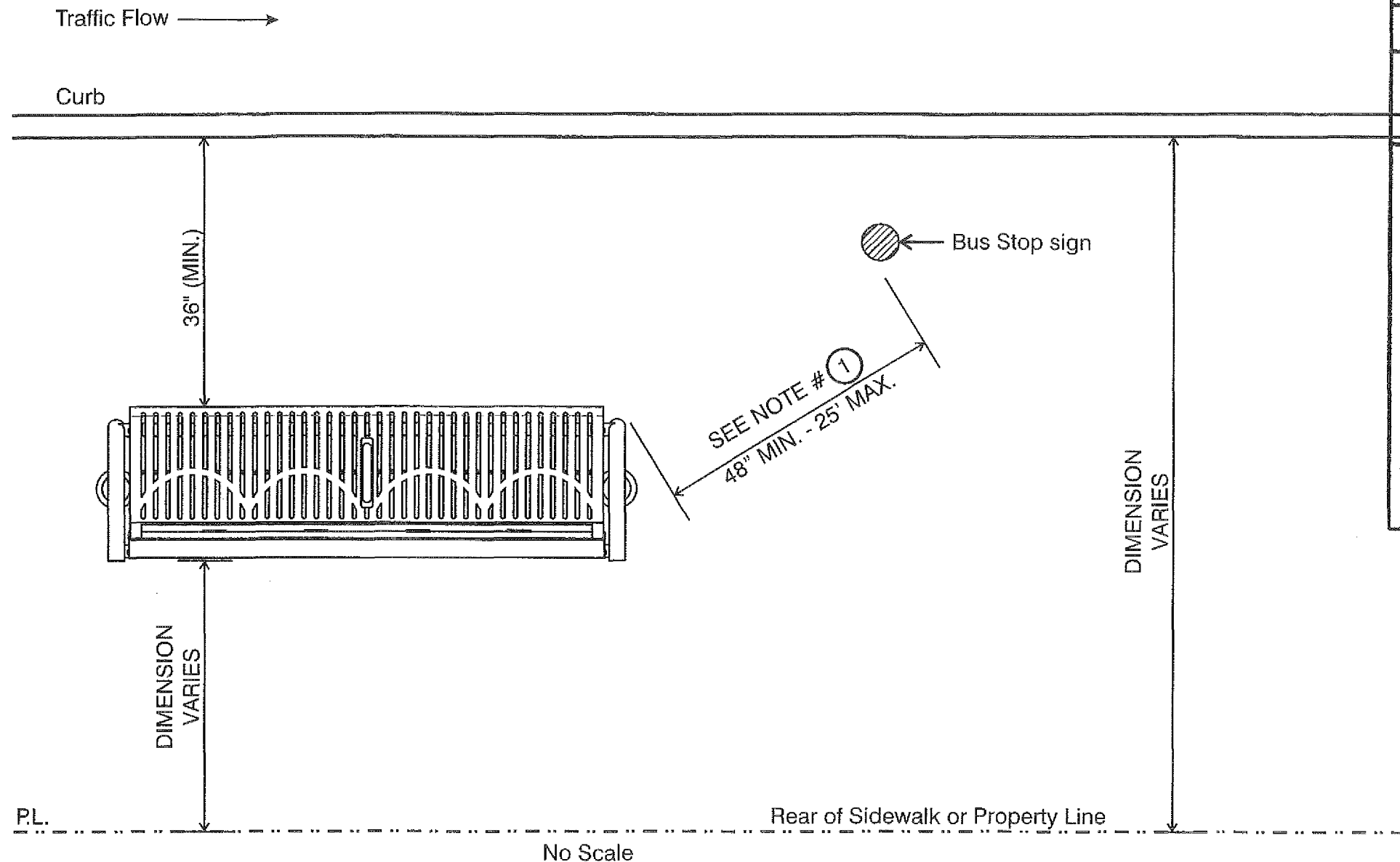
CUSTOM MANUFACTURING
SINCE 1952



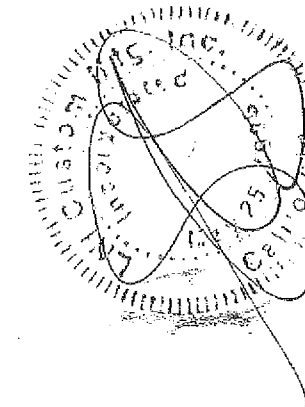
© 2011 LNI CUSTOM MANUFACTURING INC.
12536 CHADRON AVE., HAWTHORNE, CA 90250
PHONE: 310.978.2000 FACSIMILE: 310.978.4000
HTTP://WWW.LNISIGNS.COM

A

Front, Curb Side Install Without Bus Shelter



CITY OF LOS ANGELES SHOP DRAWING/SUBMITTAL REVIEW	
BUREAU OF STREET SERVICES REVIEW	RESPONSE REQUIRED OF CONTRACTOR
NO EXCEPTIONS TAKEN <input checked="" type="checkbox"/>	CONFIRM <input type="checkbox"/>
NOTE MARKING <input type="checkbox"/>	RESUBMIT <input type="checkbox"/>
REJECTED <input type="checkbox"/>	NONE <input checked="" type="checkbox"/>
COMMENTS ATTACHED <input type="checkbox"/>	
<p>Review is for general conformance with the design concept and contract documents. Noted markings or comments shall not be constructed as relieving the Contractor from compliance with the project plans and specifications, or departures therefrom. The Contractor remains responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly, for performing his work in a safe and satisfactory manner.</p> <p>BY: <u>[Signature]</u></p> <p>DATE: <u>5-12-11</u></p>	



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MAY 10 2011

CITY OF LOS ANGELES
BUREAU OF STREET SERVICES
ENGINEERING DIVISION

APPROVAL STAMP

Designed By _____ Date _____

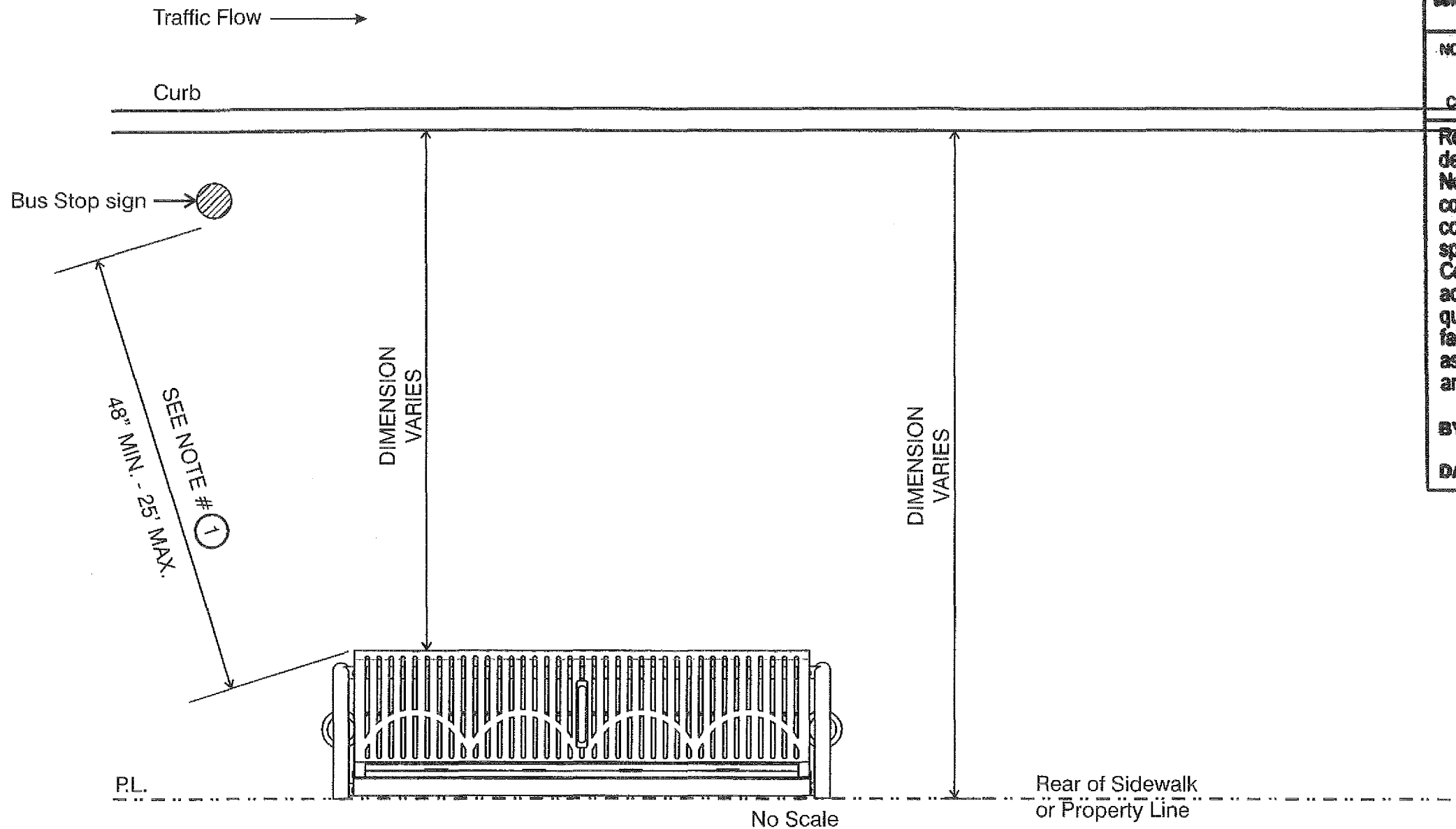
Reviewed By _____ Date _____

- 1 Bench shall be 48" minimum from fixed objects in sidewalk.
I.E. - street signs, trees, light poles, maintenance holes, pull boxes, etc. (typ.)
- 2 Shall not obstruct doors, gates, fire safety, stand pipes, etc.
- 3 Bus bench will always have minimum setback of 36" from face of curb.

PROJECT NAME: Martin Outdoor Benches - LA CITY	DRAWING No. PLOT PLANS for bench R6			12536 CHADRON AVENUE HAWTHORNE, CA 90250 PH 310.378.2000 FX 310.378.4000 HTTP://WWW.LNIBENCHES.COM	CUSTOM MANUFACTURING SINCE 1952	DATE	BY	REVISION	<p>NOTE: THIS IS AN ORIGINAL UNPUBLISHED DRAWING CREATED BY LNI CUSTOM MFG. INC. IT IS SUBMITTED FOR YOUR PERSONAL USE IN CONNECTION WITH A PROJECT BEING PLANNED FOR YOU BY LNI CUSTOM MFG. INC. IT IS NOT TO BE SHOWN TO ANYONE OUTSIDE YOUR ORGANIZATION, NOR IS IT TO BE USED, REPRODUCED, COPIED, OR EXHIBITED IN ANY MANNER.</p> <p>GENERAL NOTES</p> <p>CUSTOMER TO PROVIDE PRIMARY ELECTRICAL SERVICE WITHIN 4'-6" OF SIGN ELECTRICAL CONNECTION. THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.</p> <p>ALL ELECTRICAL COMPONENTS TO BE U.L. APPROVED. MANUFACTURER'S LABEL AND U.L. LABEL SHALL BE PLACED ON SIGN ACCORDING TO CITY CODE.</p>	SHEET 3
ADDRESS:	SCALE: AS NOTED					R1				
CITY / STATE: various	DRAWN BY: MHL									
TELEPHONE: N/A	DESIGN DATE: 2/3/11									
FAX NUMBER: N/A	SALES PERSON: Theresa									

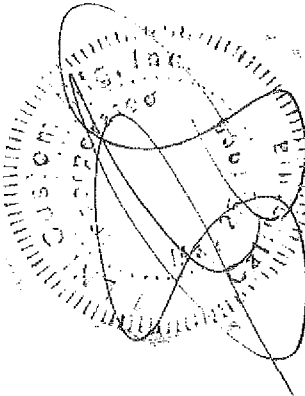
B

Back of Sidewalk Install Without Bus Shelter



- ① Bench shall be 48" minimum from fixed objects in sidewalk.
I.E. - street signs, trees, light poles, maintenance holes, pull boxes, etc. (typ.)
- ② Shall not obstruct doors, gates, fire safety, stand pipes, etc.
- ③ Bus bench will always have minimum setback of 36" from face of curb.

CITY OF LOS ANGELES	
SHOP DRAWING/SUBMITTAL	
REVIEW	
BUREAU OF STREET SERVICES REVIEW	RESPONSE REQUIRED OF CONTRACTOR
NO EXCEPTIONS TAKEN <input checked="" type="checkbox"/>	CONFIRM <input type="checkbox"/>
NOTE MARKING <input type="checkbox"/>	RESUBMIT <input type="checkbox"/>
REJECTED <input type="checkbox"/>	NONE <input checked="" type="checkbox"/>
COMMENTS ATTACHED <input type="checkbox"/>	
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BY: <u>[Signature]</u>	
DATE: <u>5.12.11</u>	



RECEIVED

MAY 13 2011

CITY OF LOS ANGELES
BUREAU OF STREET SERVICES

APPROVAL STAMP

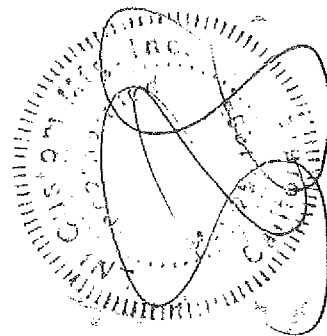
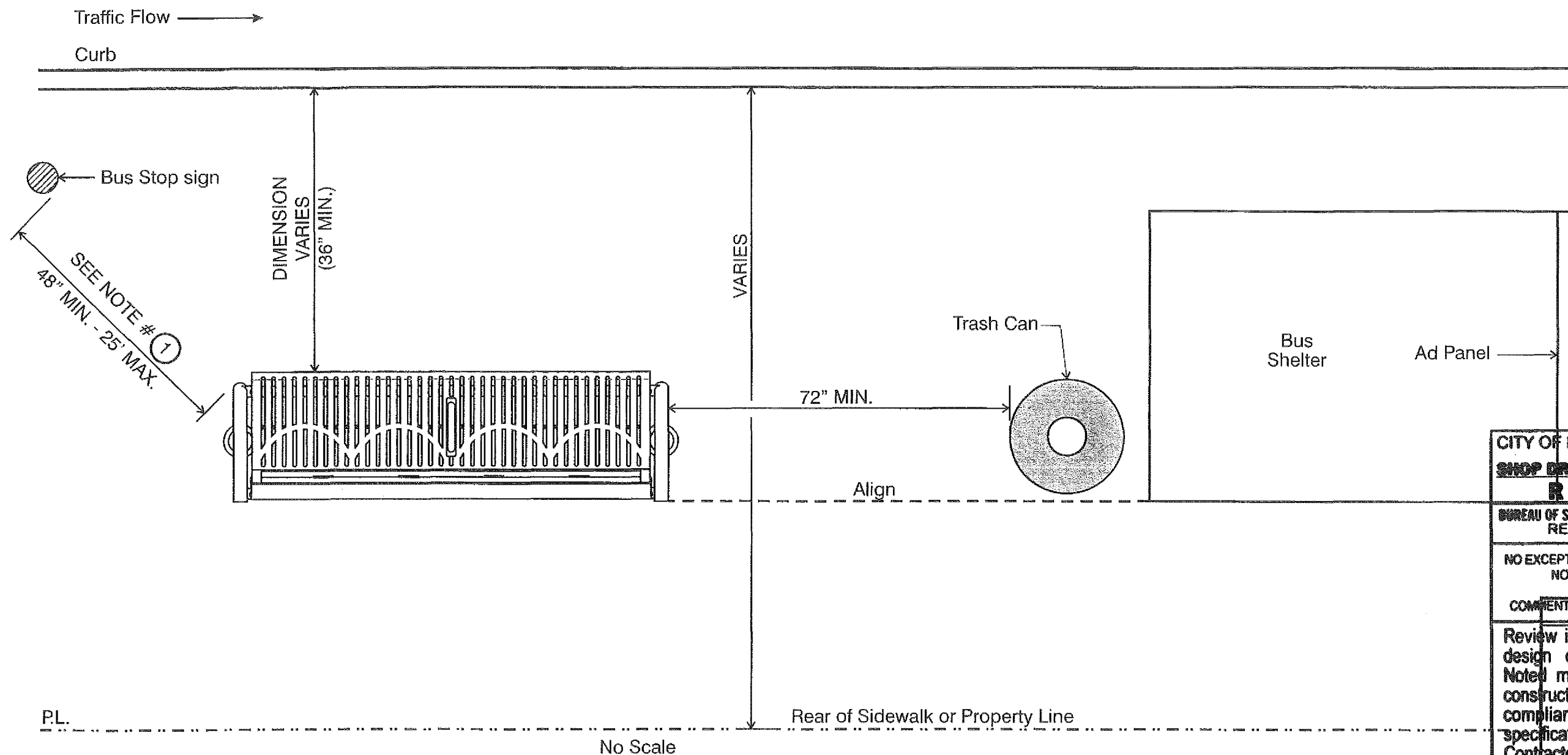
Designed By _____ Date _____

Reviewed By _____ Date _____

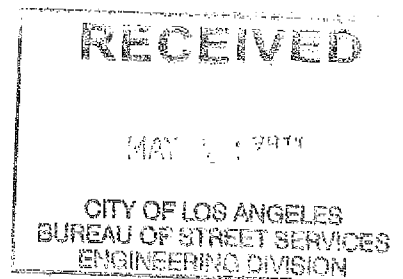
PROJECT NAME: Martin Outdoor Benches - LA CITY	DRAWING No. PLOT PLANS for bench R6			12536 CHAPARRAL AVENUE HAYWARD, CA 94525 PH 510.878.2000 FAX 510.878.4000 WWW.LNIDESIGNS.COM	DATE	BY	REVISION	NOTE: THIS IS AN ORIGINAL UNPUBLISHED DRAWING CREATED BY Lni CUSTOM MFG., INC. IT IS SUBMITTED FOR YOUR PERSONAL USE IN CONNECTION WITH A PROJECT BEING PLANNED FOR YOU BY Lni CUSTOM MFG., INC. IT IS NOT TO BE SHOWN TO ANYONE OUTSIDE YOUR ORGANIZATION, NOR IS IT TO BE USED, REPRODUCED, COPIED, OR EMBEDED IN ANY FASHION.	GENERAL NOTES CUSTOMER TO PROVIDE PRIMARY ELECTRICAL SERVICE WITHIN 6'-0" OF SIGN ELECTRICAL CONNECTION. THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 606 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN. ALL ELECTRICAL COMPONENTS TO BE UL APPROVED. MANUFACTURER'S LABEL AND U.L. LABEL SHALL BE PLACED ON SIGN ACCORDING TO CITY CODE.	SHEET 3.1
ADDRESS:	SCALE: AS NOTED									
CITY / STATE: various	DRAWN BY: MHL									
TELEPHONE: N/A	DESIGN DATE: 2/3/11									
FAX NUMBER: N/A	SALES PERSON: Theresa									

C

Front, Curb Side Install With Bus Shelter and Trash Can



- ① Bench shall be 48" minimum from fixed objects in sidewalk.
I.E. - street signs, trees, light poles, maintenance holes, pull boxes, etc. (typ.)
- ② Shall not obstruct doors, gates, fire safety, stand pipes, etc.
- ③ Bus bench will always have minimum setback of 36" from face of curb.



CITY OF LOS ANGELES SHOP DRAWING/SUBMITTAL REVIEW	
BUREAU OF STREET SERVICES REVIEW	RESPONSE REQUIRED OF CONTRACTOR
NO EXCEPTIONS TAKEN <input type="checkbox"/>	CONFIRM <input type="checkbox"/>
NOTE MARKING <input type="checkbox"/>	RESUBMIT <input type="checkbox"/>
REJECTED <input type="checkbox"/>	NONE <input type="checkbox"/>
COMMENTS ATTACHED <input type="checkbox"/>	
APPROVAL STAMP	
Review is for general conformance with the design concept and contract documents. Noted markings or comments shall not be construed as relieving the Contractor from compliance with the project plans and specifications, or departures therefrom. The Contractor remains responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly, for performing his work in a safe and satisfactory manner.	
BY: <i>[Signature]</i>	Date: _____
DATE: 5.12.11	Date: _____

PROJECT NAME: Martin Outdoor Benches - LA CITY	SCALE: AS NOTED
ADDRESS:	DRAWN BY: MHL
CITY / STATE: various	DESIGN DATE: 2/3/11
TELEPHONE: N/A	SALES PERSON: Theresa
FAX NUMBER: N/A	



DATE	BY	REVISION
RI		

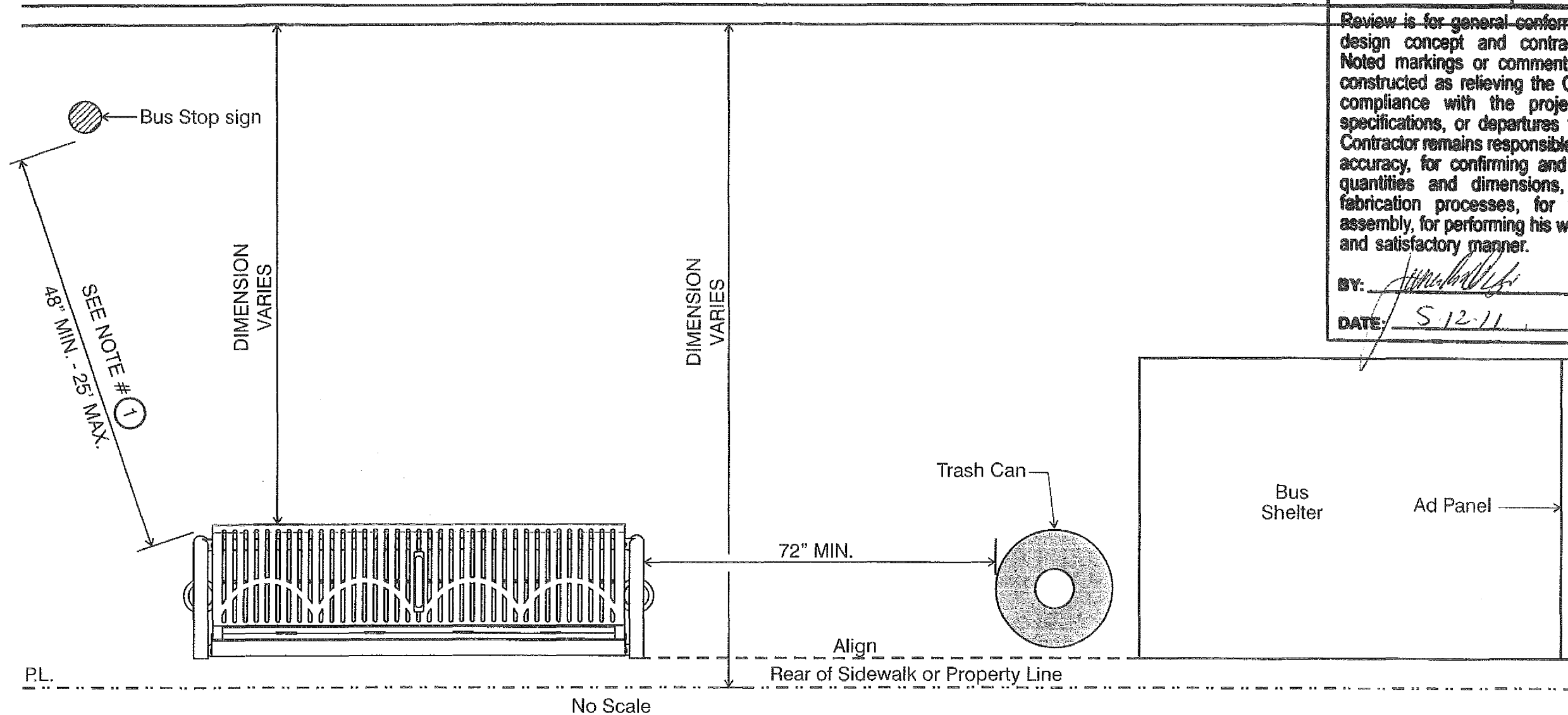
NOTE: THIS IS AN ORIGINAL UNREPRODUCED DRAWING CREATED BY LNI CUSTOM SIGNS, INC. IT IS SUBMITTED FOR YOUR PERSONAL USE IN CONNECTION WITH A PROJECT BEING PLANNED FOR YOU BY LNI CUSTOM SIGNS, INC. IT IS NOT TO BE SHOWN TO ANYONE OUTSIDE YOUR ORGANIZATION, NOR IS IT TO BE USED, REPRODUCED, COPIED, OR EXHIBITED IN ANY MANNER.	SHEET
GENERAL NOTES CUSTOMER TO PROVIDE PRIMARY ELECTRICAL SERVICE WITHIN 4'-0" OF SIGN ELECTRICAL CONNECTION. THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN. ALL ELECTRICAL COMPONENTS TO BE UL APPROVED. MANUFACTURE'S LABEL AND R.L. LABEL SHALL BE PLACED ON SIGN ACCORDING TO CITY CODE.	3.2

D

Back of Sidewalk Install With Bus Shelter and Trash Can

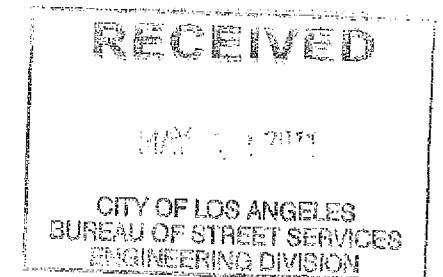
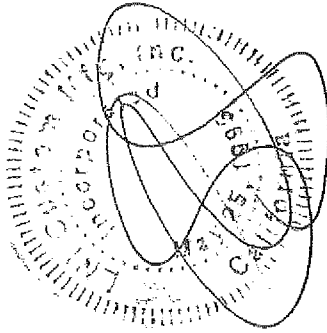
Traffic Flow →

Curb



- ① Bench shall be 48" minimum from fixed objects in sidewalk.
I.E. - street signs, trees, light poles, maintenance holes, pull boxes, etc. (typ.)
- ② Shall not obstruct doors, gates, fire safety, stand pipes, etc.
- ③ Bus bench will always have minimum setback of 36" from face of curb.

CITY OF LOS ANGELES SHOP DRAWING/SUBMITTAL REVIEW	
BUREAU OF STREET SERVICES REVIEW	RESPONSE REQUIRED OF CONTRACTOR
NO EXCEPTIONS TAKEN <input checked="" type="checkbox"/> NOTE MARKING <input type="checkbox"/> REJECTED <input type="checkbox"/> COMMENTS ATTACHED <input type="checkbox"/>	CONFIRM <input type="checkbox"/> RESUBMIT <input type="checkbox"/> NONE <input checked="" type="checkbox"/>
Review is for general conformance with the design concept and contract documents. Noted markings or comments shall not be constructed as relieving the Contractor from compliance with the project plans and specifications, or departures therefrom. The Contractor remains responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly, for performing his work in a safe and satisfactory manner.	
BY: <i>[Signature]</i>	
DATE: 5.12.11	

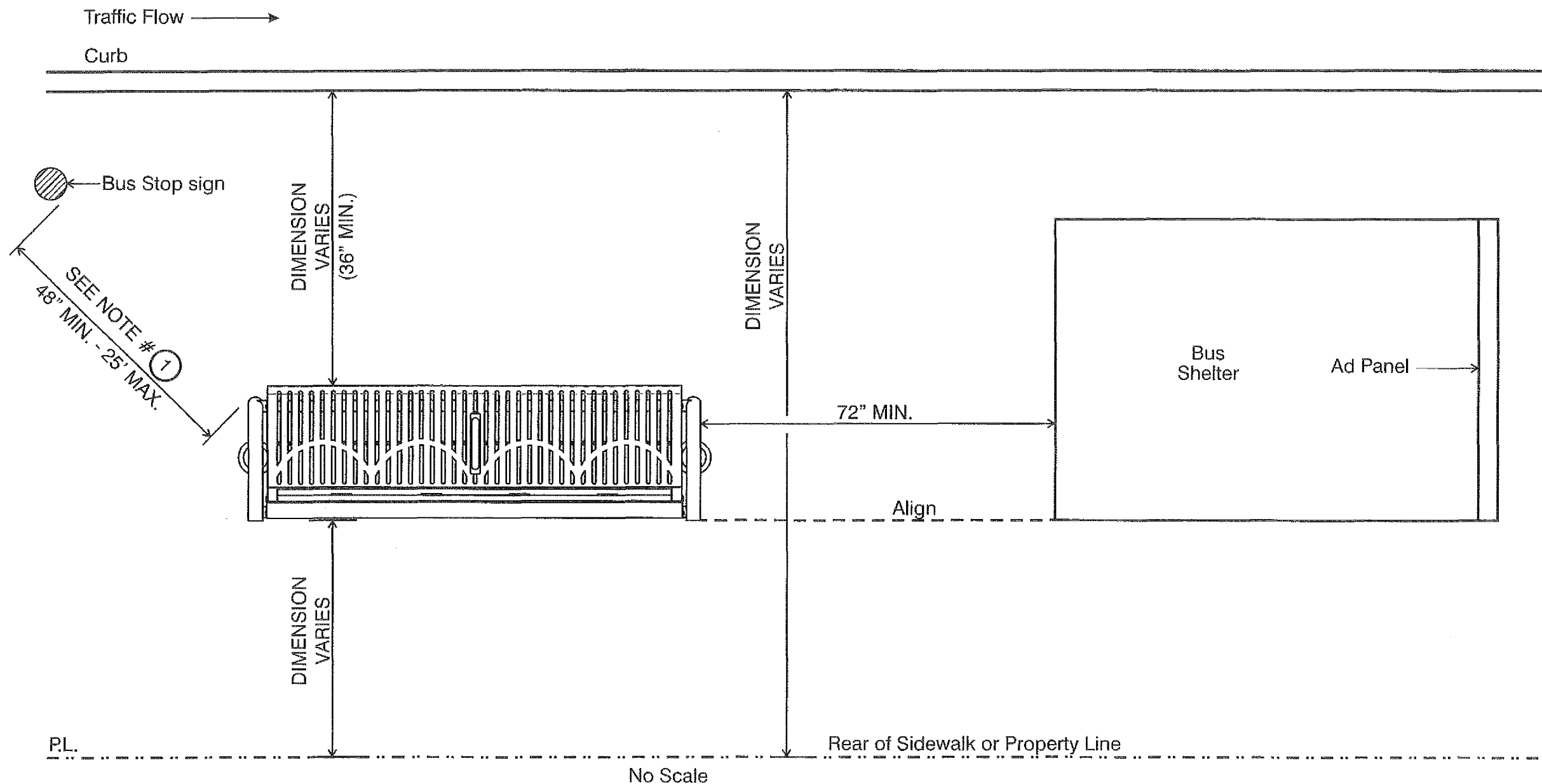


APPROVAL STAMP	
Designed By	Date
Reviewed By	Date

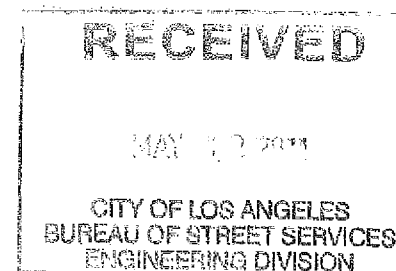
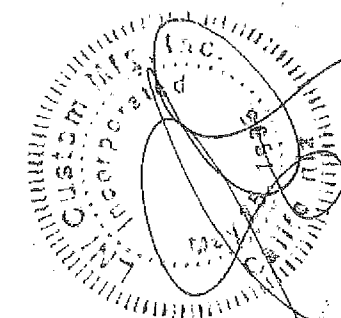
PROJECT NAME: Martin Outdoor Benches - LA CITY	DRAWING No. PLOT PLANS for bench R6			12526 CHARRON AVENUE HAWTHORNE, CA 90250 PH 310.978.2000 FX 310.978.4000 HTTP://WWW.LNISIGNS.COM	CUSTOM MANUFACTURING SINCE 1952	△ DATE	BY	REVISION	NOTE: THIS IS AN ORIGINAL UNPUBLISHED DRAWING CREATED BY LNI CUSTOM MFG, INC. IT IS SUBMITTED FOR YOUR PERSONAL USE IN CONNECTION WITH A PROJECT BEING PLANNED FOR YOU BY LNI CUSTOM MFG, INC. IT IS NOT TO BE SHOWN TO ANYONE OUTSIDE YOUR ORGANIZATION, NOR IS IT TO BE USED, REPRODUCED, COPIED, OR EXHIBITED IN ANY FASHION. GENERAL NOTES CUSTOMER TO PROVIDE PRIMARY ELECTRICAL SERVICE WITHIN 4'-0" OF SIGN ELECTRICAL CONNECTION. THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN. ALL ELECTRICAL COMPONENTS TO BE UL APPROVED. MANUFACTURER'S LABEL AND ILL. LABEL SHALL BE PLACED ON SIGN ACCORDING TO CITY CODE.	SHEET 3.3
ADDRESS:	SCALE: AS NOTED					R1				
CITY / STATE: various	DRAWN BY: MHL									
TELEPHONE: N/A	DESIGN DATE: 2/3/11									
FAX NUMBER: N/A	SALES PERSON: Theresa									

E

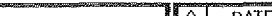


Front, Curb Side Install With Bus Shelter no Trash Can



- ① Bench shall be 48" minimum from fixed objects in sidewalk.
I.E. - street signs, trees, light poles, maintenance holes, pull boxes, etc. (typ.)
- ② Shall not obstruct doors, gates, fire safety, stand pipes, etc.
- ③ Bus bench will always have minimum setback of 36" from face of curb.

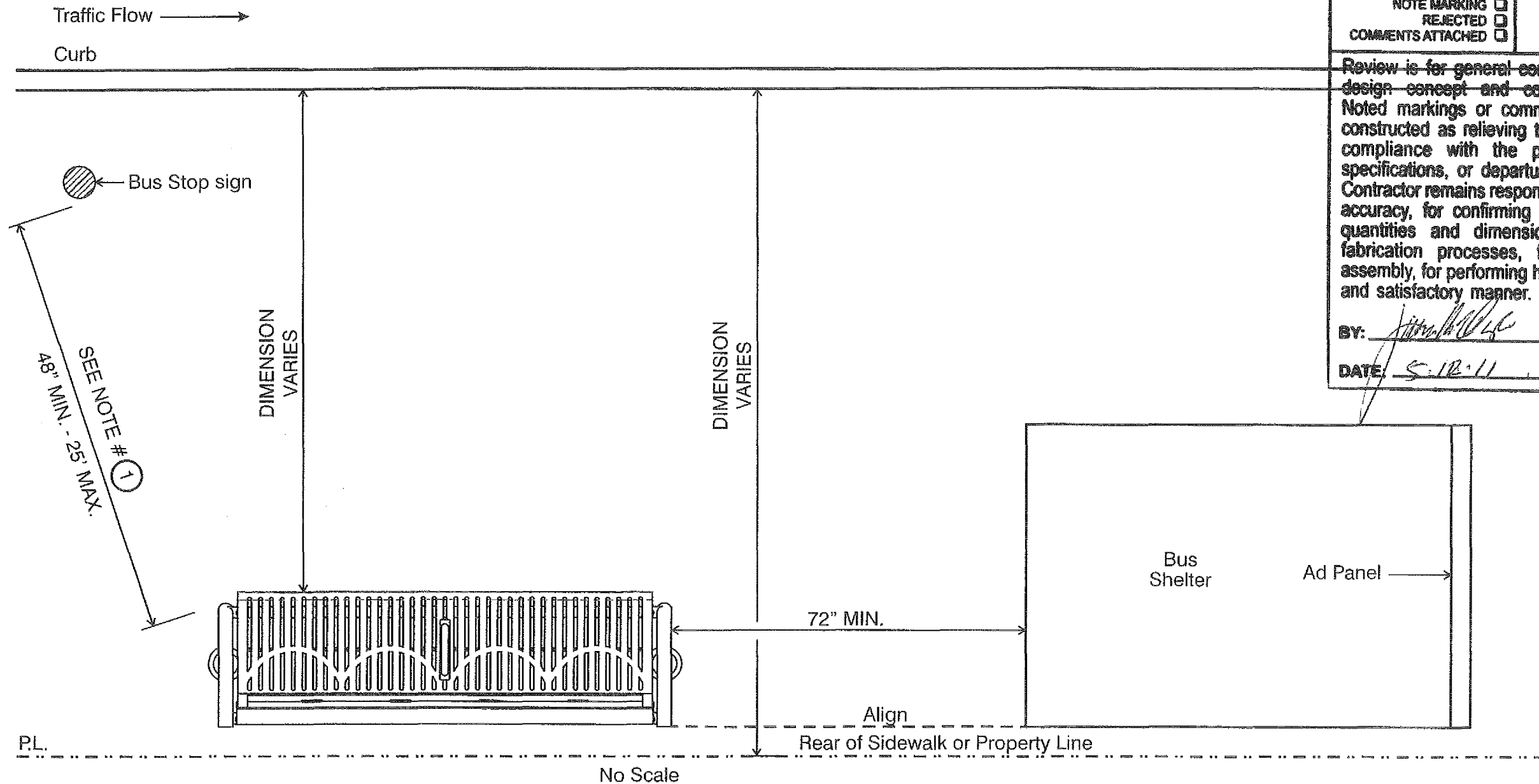


CITY OF LOS ANGELES	
SHOP DRAWING/SUBMITTAL	
REVIEW	
BUREAU OF STREET SERVICES REVIEW	RESPONSE REQUIRED OF CONTRACTOR
NO EXCEPTIONS TAKEN <input checked="" type="checkbox"/>	CONFIRM <input checked="" type="checkbox"/>
NOTE MARKING <input type="checkbox"/>	RESUBMIT <input type="checkbox"/>
REJECTED <input type="checkbox"/>	NONE <input checked="" type="checkbox"/>
COMMENTS ATTACHED <input type="checkbox"/>	
<p>Review is for general conformance with the design concept and contract documents. Noted markings or comments shall not be construed as relieving the Contractor from compliance with the project plans and specifications, or departures therefrom. The Contractor remains responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly, for performing his work in a safe and satisfactory manner.</p>	
<p>BY: <i>[Signature]</i></p>	
<p>DATE: 5-12-11</p>	
Reviewed By	Date

PROJECT NAME: Martin Outdoor Benches - LA CITY		DRAWING No. PLOT PLANS for bench R6				12516 CHANDLER AVENUE HAWTHORNE, CA 90230 PH 310.978.2000 FX 310.978.4000 HTTP://WWW.LNISIGNS.COM			DATE	BY	REVISION	NOTE: THIS IS AN ORIGINAL UNPUBLISHED DRAWING CREATED BY Lni CUSTOM MFG. INC. IT IS SUBMITTED FOR YOUR PERSONAL USE IN CONNECTION WITH A PROJECT BEING PLANNED FOR YOU BY Lni CUSTOM MFG. INC. IT IS NOT TO BE SHOWN TO ANYONE OUTSIDE YOUR ORGANIZATION, NOR IS IT TO BE USED, REPRODUCED, COPIED, OR EXHIBITED IN ANY FASHION.	SHEET
ADDRESS:		SCALE: AS NOTED				R1				GENERAL NOTES	3.4		
CITY / STATE: various		DRAWN BY: MHL								CUSTOMER TO PROVIDE PRIMARY ELECTRICAL SERVICE WITHIN 4'-0" OF SIGN ELECTRICAL CONNECTION. THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 606 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.			
TELEPHONE: N/A		DESIGN DATE: 2/3/11								ALL ELECTRICAL COMPONENTS TO BE U.L. APPROVED. MANUFACTURER'S LABEL AND U.L. LABEL SHALL BE PLACED ON SIGN ACCORDING TO CITY CODE.			
FAX NUMBER: N/A		SALES PERSON: Theresa											

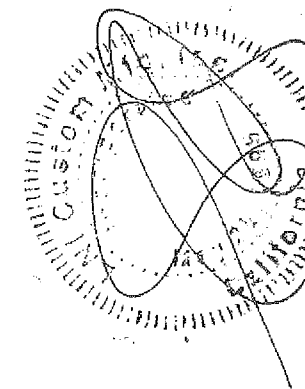
F

Back of Sidewalk Install With Bus Shelter no Trash Can



- ① Bench shall be 48" minimum from fixed objects in sidewalk.
I.E. - street signs, trees, light poles, maintenance holes, pull boxes, etc. (typ.)
- ② Shall not obstruct doors, gates, fire safety, stand pipes, etc.
- ③ Bus bench will always have minimum setback of 36" from face of curb.

CITY OF LOS ANGELES SHOP DRAWING/SUBMITTAL REVIEW	
BUREAU OF STREET SERVICES REVIEW	RESPONSE REQUIRED OF CONTRACTOR
NO EXCEPTIONS TAKEN <input checked="" type="checkbox"/>	CONFIRM <input type="checkbox"/>
NOTE MARKING <input type="checkbox"/>	RESUBMIT <input type="checkbox"/>
REJECTED <input type="checkbox"/>	NONE <input checked="" type="checkbox"/>
COMMENTS ATTACHED <input type="checkbox"/>	
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BY: <i>[Signature]</i>	
DATE: 5-18-11	

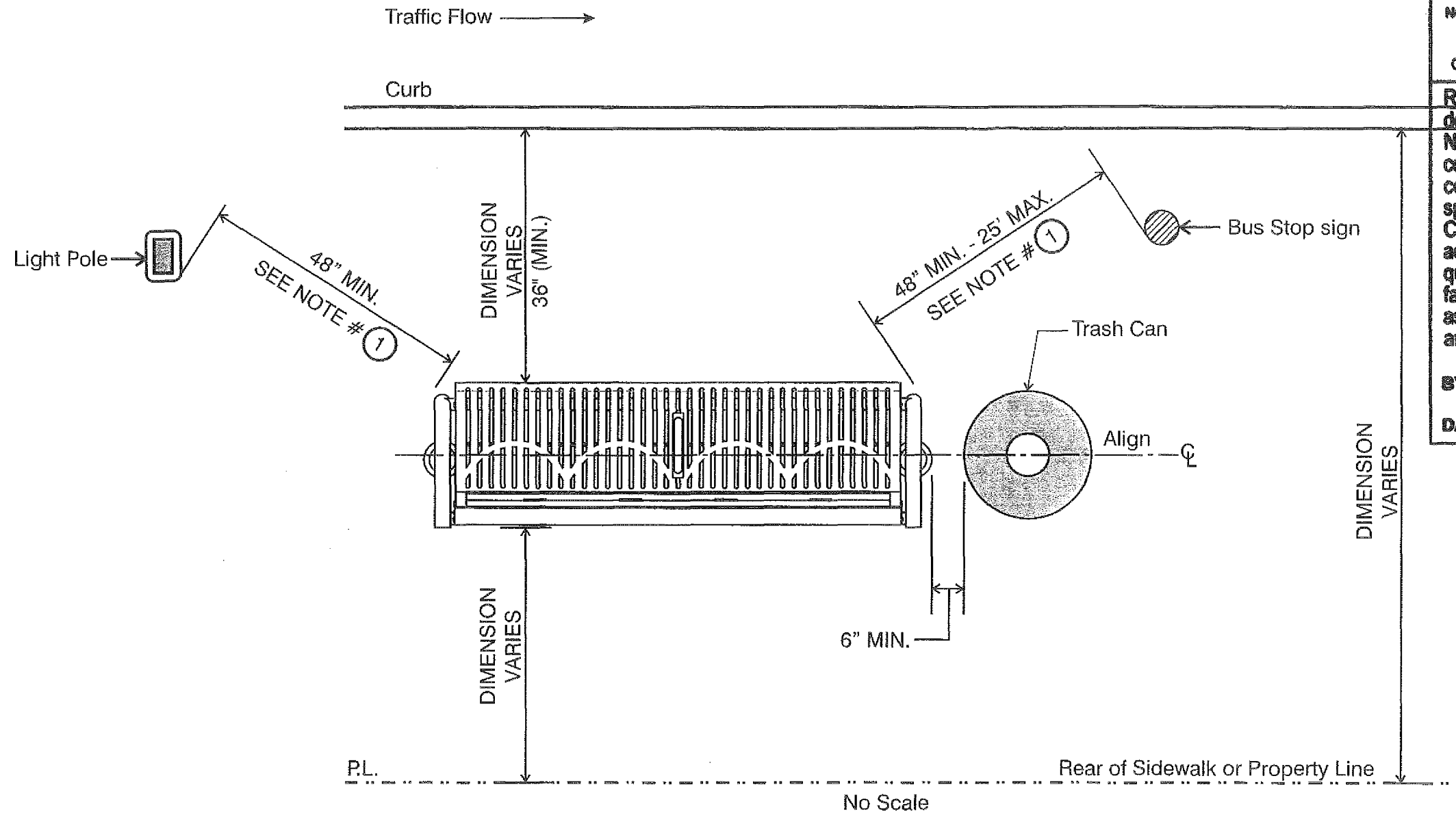


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CITY OF LOS ANGELES BUREAU OF STREET SERVICES ENGINEERING DIVISION	
APPROVAL STAMP	
Designed By _____ Date _____	
Reviewed By _____ Date _____	

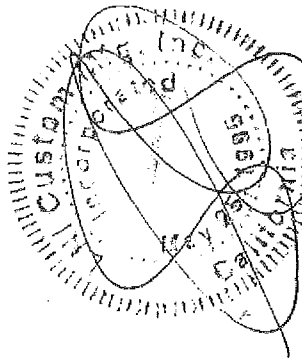
PROJECT NAME: Martin Outdoor Benches - LA CITY	DRAWING No. PLOT PLANS for bench R6			DATE	BY	REVISION	NOTE: THIS IS AN ORIGINAL UNPUBLISHED DRAWING CREATED BY LNI CUSTOM INC. IT IS SUBMITTED FOR YOUR PERSONAL USE IN CONNECTION WITH A PROJECT BEING PLANNED FOR YOU BY LNI CUSTOM INC. IT IS NOT TO BE SHOWN TO ANYONE OUTSIDE YOUR ORGANIZATION, NOR IS IT TO BE USED, REPRODUCED, COPIED, OR EXHIBITED IN ANY FASHION.	SHEET 3.5
ADDRESS:	SCALE: AS NOTED							
CITY / STATE: various	DRAWN BY: MHL							
TELEPHONE: N/A	DESIGN DATE: 2/3/11							
FAX NUMBER: N/A	SALES PERSON: Theresa	CUSTOM MANUFACTURING SINCE 1952					GENERAL NOTES	
CUSTOMER TO PROVIDE PRIMARY ELECTRICAL SERVICE WITHIN 4' OF SIDE ELECTRICAL CONNECTION. THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN. ALL ELECTRICAL COMPONENTS TO BE U.L. APPROVED. MANUFACTURER'S LABEL AND U.L. LABEL SHALL BE PLACED ON SIGN ACCORDING TO CITY CODE.								

G

Front, Curb Side Install With Trash Can no Bus Shelter



CITY OF LOS ANGELES	
SHOP DRAWING/SUBMITTAL	
REVIEW	
BUREAU OF STREET SERVICES REVIEW	RESPONSE REQUIRED OF CONTRACTOR
NO EXCEPTIONS TAKEN <input checked="" type="checkbox"/>	CONFIRM <input type="checkbox"/>
NOTE MARKING <input type="checkbox"/>	RESUBMIT <input type="checkbox"/>
REJECTED <input type="checkbox"/>	NONE <input checked="" type="checkbox"/>
COMMENTS ATTACHED <input type="checkbox"/>	
<p>Review is for general conformance with the design concept and contract documents. Noted markings or comments shall not be constructed as relieving the Contractor from compliance with the project plans and specifications, or departures therefrom. The Contractor remains responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly, for performing his work in a safe and satisfactory manner.</p>	
<p>BY: <i>[Signature]</i></p>	
<p>DATE: 5-12-11</p>	



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MAY 17 2011

CITY OF LOS ANGELES
BUREAU OF STREET SERVICES
ENGINEERING DIVISION

APPROVAL STAMP

Designed By _____ Date _____

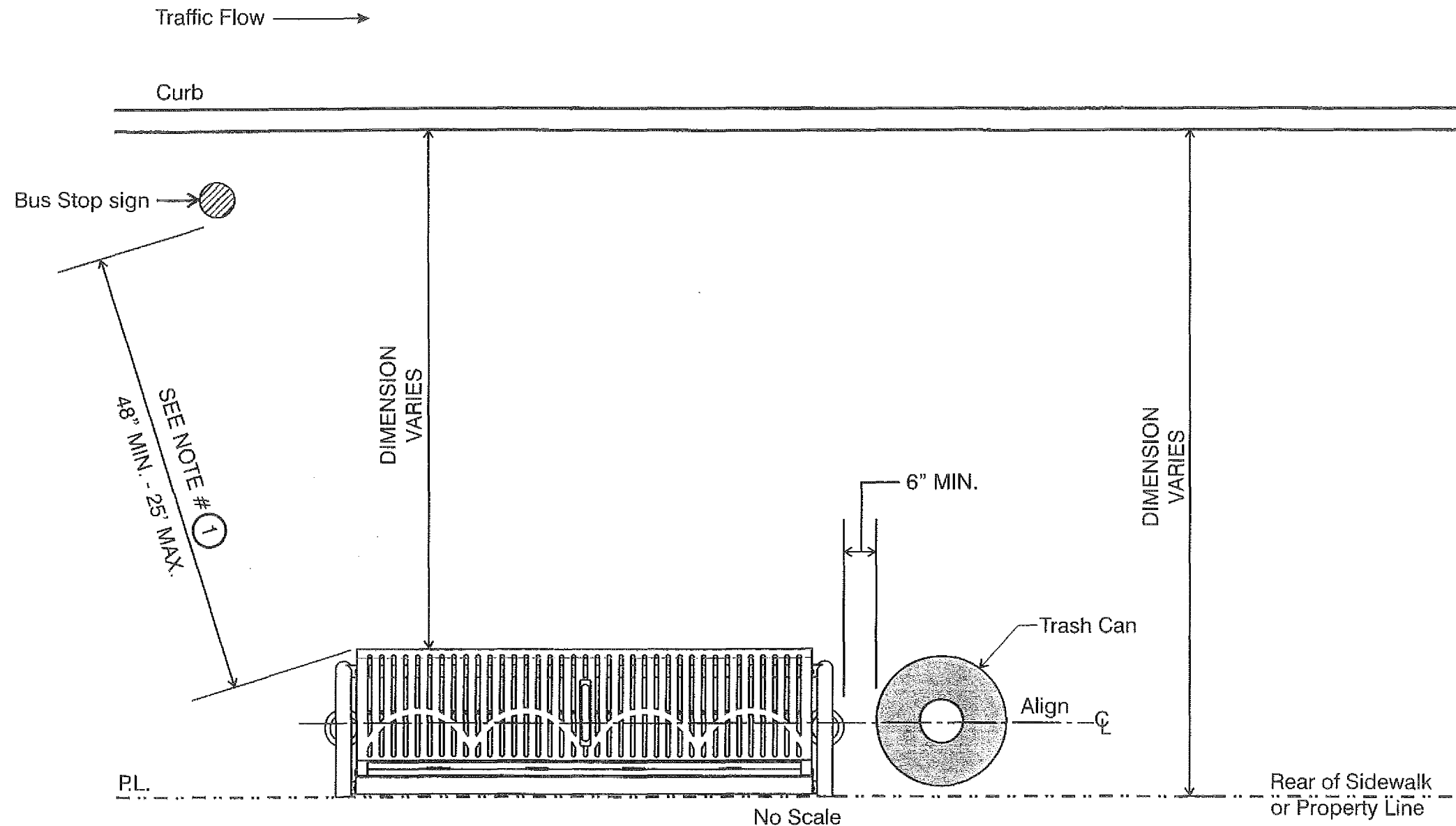
Reviewed By _____ Date _____

- ① Bench shall be 48" minimum from fixed objects in sidewalk.
I.E. - street signs, trees, light poles, maintenance holes, pull boxes, etc. (typ.)
- ② Shall not obstruct doors, gates, fire safety, stand pipes, etc.
- ③ Bus bench will always have minimum setback of 36" from face of curb.

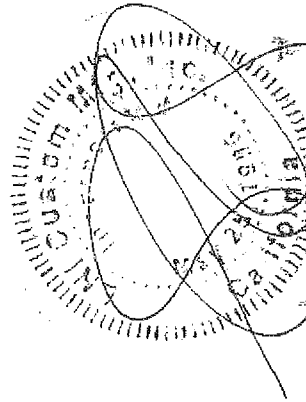
PROJECT NAME: Martin Outdoor Benches - LA CITY	DRAWING No. PLOT PLANS for bench R6			<table border="1"> <thead> <tr> <th>DATE</th> <th>BY</th> <th>REVISION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	DATE	BY	REVISION										<p>NOTE: THIS IS AN ORIGINAL UNPUBLISHED DRAWING CREATED BY LNI CUSTOM MFG., INC. IT IS SUBMITTED FOR YOUR PERSONAL USE IN CONNECTION WITH A PROJECT BEING PLANNED FOR YOU BY LNI CUSTOM MFG., INC. IT IS NOT TO BE SHOWN TO ANYONE OUTSIDE YOUR ORGANIZATION, NOR IS IT TO BE USED, REPRODUCED, COPIED, OR EXHIBITED IN ANY FASHION.</p> <p>GENERAL NOTES</p> <p>CUSTOMER TO PROVIDE PRIMARY ELECTRICAL SERVICE WITHIN 4'-0" OF SIGN ELECTRICAL CONNECTION. THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 400 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.</p> <p>ALL ELECTRICAL COMPONENTS TO BE UL APPROVED. MANUFACTURE'S LABEL AND U.L. LABEL SHALL BE PLACED ON SIGN ACCORDING TO CITY CODE.</p>	<p>SHEET</p> <p>3.6</p>
DATE	BY				REVISION													
ADDRESS: various	SCALE: AS NOTED																	
CITY / STATE: various	DRAWN BY: MHL																	
TELEPHONE: N/A	DESIGN DATE: 2/3/11																	
FAX NUMBER: N/A	SALES PERSON: Theresa					<p>CUSTOM MANUFACTURING SINCE 1952</p>		<p>W:\1\QuinesJan - June 2011\Theresa\Martin Outdoor Benches - LA CITY\Art\PDF</p>										

H

Back of Sidewalk Install With Trash Can no Bus Shelter



CITY OF LOS ANGELES SHOP DRAWING/SUBMITTAL REVIEW	
BUREAU OF STREET SERVICES REVIEW	RESPONSE REQUIRED OF CONTRACTOR
NO EXCEPTIONS TAKEN <input type="checkbox"/>	CONFIRM <input type="checkbox"/>
NOTE MARKING <input type="checkbox"/>	RESUBMIT <input type="checkbox"/>
REJECTED <input type="checkbox"/>	NONE <input type="checkbox"/>
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BY: <i>[Signature]</i>	
DATE: 5.12.11	



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MAY 12 2011

CITY OF LOS ANGELES
BUREAU OF STREET SERVICES
ENGINEERING DIVISION

APPROVAL STAMP

Designed By _____ Date _____

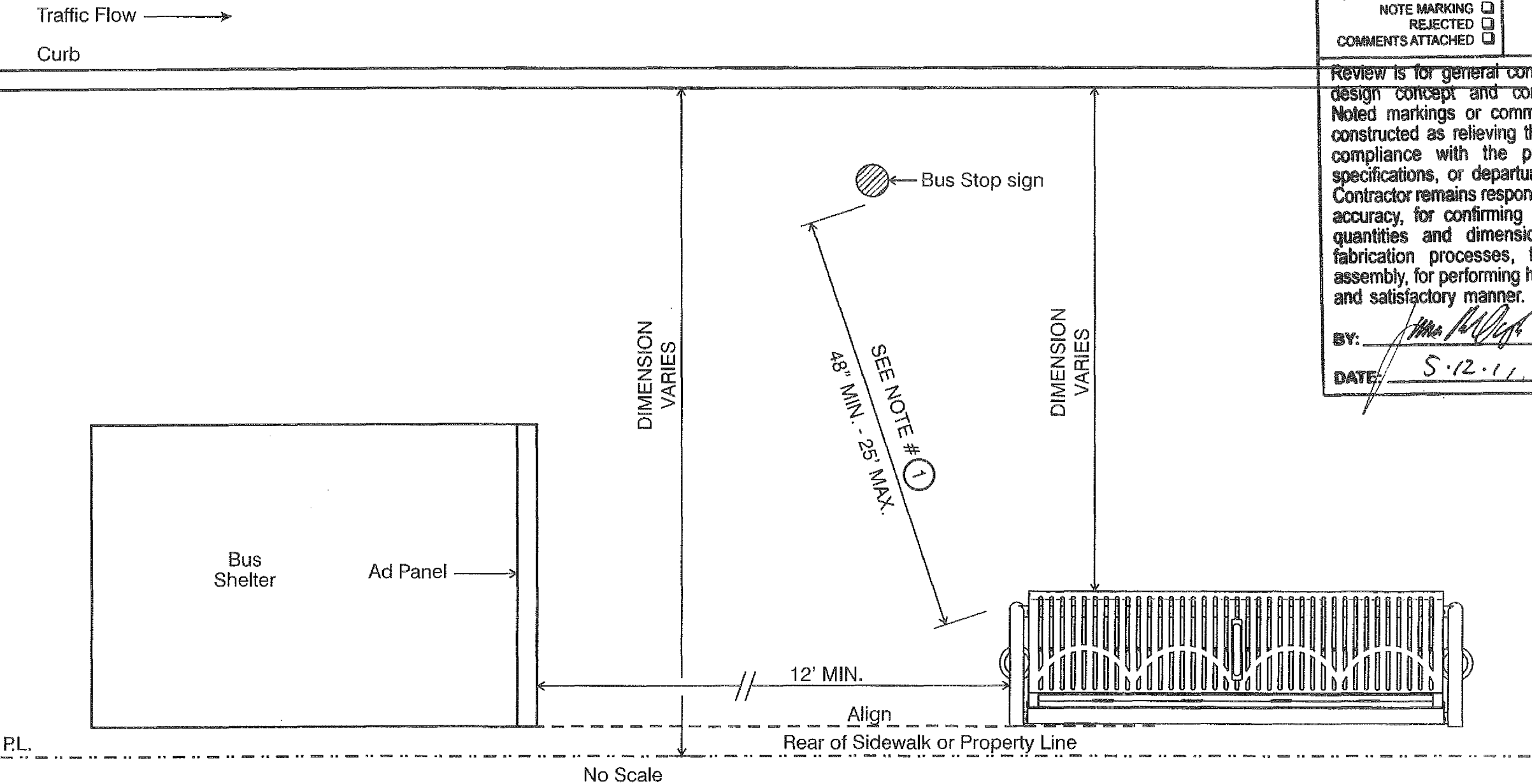
Reviewed By _____ Date _____

- 1 Bench shall be 48" minimum from fixed objects in sidewalk. I.E. - street signs, trees, light poles, maintenance holes, pull boxes, etc. (typ.)
- 2 Shall not obstruct doors, gates, fire safety, stand pipes, etc.
- 3 Bus bench will always have minimum setback of 36" from face of curb.

PROJECT NAME: Martin Outdoor Benches - LA CITY	DRAWING No. PLOT PLANS for bench R6			12836 CHADRON AVENUE HAWTHORNE, CA 90250 PH 310.978.2000 FAX 310.978.4000 HTTP://WWW.LNISHOPS.COM	CUSTOM MANUFACTURING SINCE 1952	DATE	BY	REVISION	NOTE: THIS IS AN ORIGINAL UNPUBLISHED DRAWING CREATED BY LNI CUSTOM MFG. INC. IT IS SUBMITTED FOR YOUR PERSONAL USE IN CONNECTION WITH A PROJECT BEING PLANNED FOR YOU BY LNI CUSTOM MFG. INC. IT IS NOT TO BE SHOWN TO ANYONE OUTSIDE YOUR ORGANIZATION, NOR IS IT TO BE USED, REPRODUCED, COPIED, OR EXISTED IN ANY MANNER. GENERAL NOTES CUSTOMER TO PROVIDE PRIMARY ELECTRICAL SERVICE WITHIN 4'-0" OF SIGN ELECTRICAL CONNECTION. THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 606 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN. ALL ELECTRICAL COMPONENTS TO BE UL APPROVED. MANUFACTURER'S LABEL AND U.L. LABEL SHALL BE PLACED ON SIGN ACCORDING TO CITY CODE.	SHEET 3.7
ADDRESS:	SCALE: AS NOTED									
CITY / STATE: various	DRAWN BY: MHL									
TELEPHONE: N/A	DESIGN DATE: 2/3/11									
FAX NUMBER: N/A	SALES PERSON: Theresa									

I

Back of Sidewalk Install With Bus Shelter no Trash Can



CITY OF LOS ANGELES
SHOP DRAWING/SUBMITTAL
REVIEW

BUREAU OF STREET SERVICES
REVIEW

RESPONSE REQUIRED
OF CONTRACTOR

NO EXCEPTIONS TAKEN ☒
NOTE MARKING ☐
REJECTED ☐
COMMENTS ATTACHED ☐

CONFIRM ☐
RESUBMIT ☐
NONE ☒

Review is for general conformance with the design concept and contract documents. Noted markings or comments shall not be constructed as relieving the Contractor from compliance with the project plans and specifications, or departures therefrom. The Contractor remains responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly, for performing his work in a safe and satisfactory manner.

BY: *[Signature]*
DATE: 5.12.11



RECEIVED

CITY OF LOS ANGELES
BUREAU OF STREET SERVICES
ENGINEERING DIVISION

APPROVAL STAMP

Designed By _____ Date _____
Reviewed By _____ Date _____

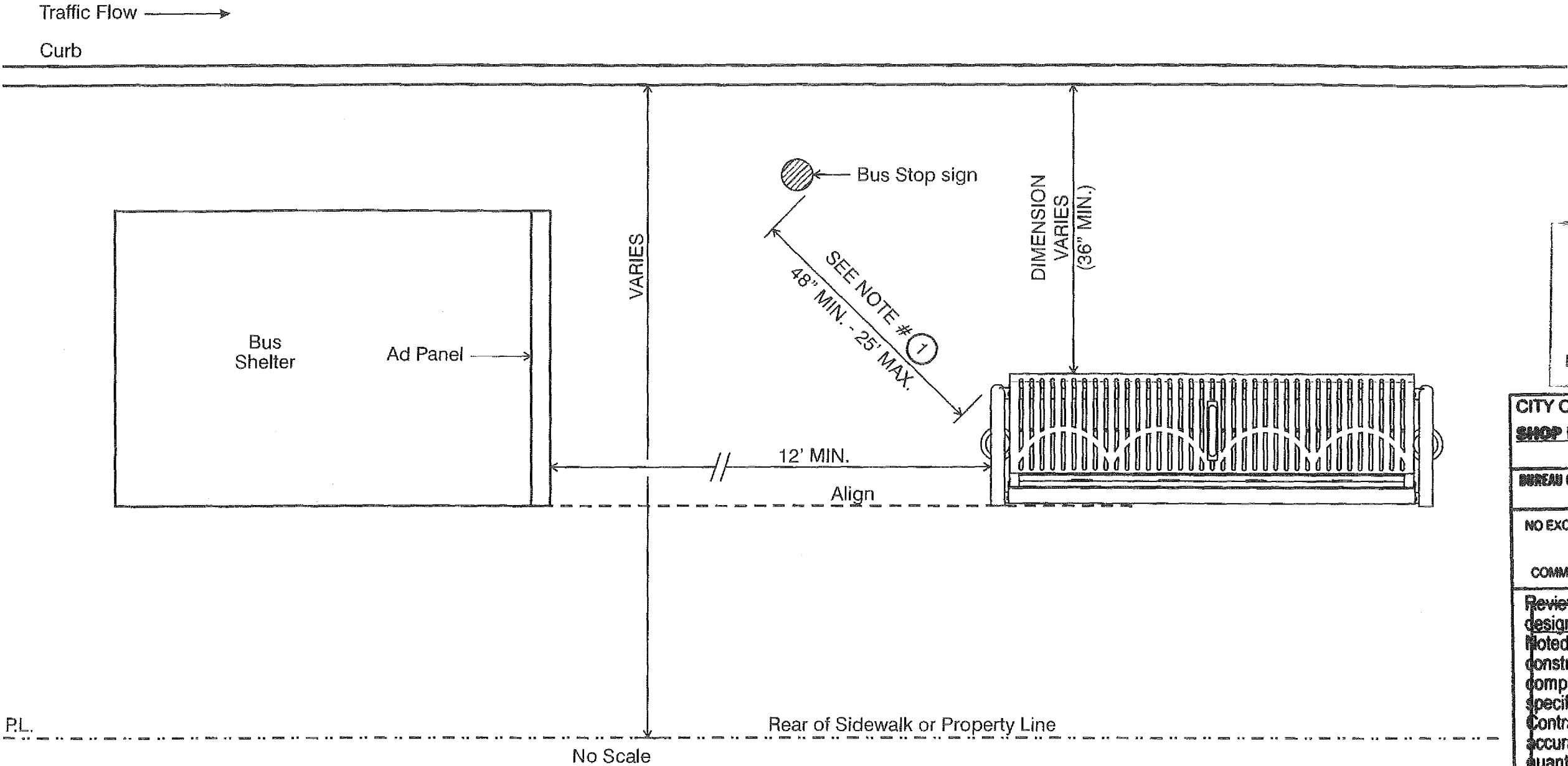
- ① Bench shall be 48" minimum from fixed objects in sidewalk.
I.E. - street signs, trees, light poles, maintenance holes, pull boxes, etc. (typ.)
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- ③ Bus bench will always have minimum setback of 36" from face of curb.

PROJECT NAME: Martin Outdoor Benches - LA CITY	DRAWING No. PLOT PLANS for bench R6			DATE	BY	REVISION	<p>NOTE: THIS IS AN ORIGINAL UNPUBLISHED DRAWING CREATED BY LNI CUSTOM MFG, INC. IT IS SUBMITTED FOR YOUR PERSONAL USE IN CONNECTION WITH A PROJECT BEING PLANNED FOR YOU BY LNI CUSTOM MFG, INC. IT IS NOT TO BE SHOWN TO ANYONE OUTSIDE YOUR ORGANIZATION, NOR IS IT TO BE USED, REPRODUCED, COPIED, OR EXHIBITED IN ANY FASHION.</p> <p>GENERAL NOTES</p> <p>CUSTOMER TO PROVIDE PRIMARY ELECTRICAL SERVICE WITHIN 6'-0" OF SIGN ELECTRICAL CONNECTION. THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.</p> <p>ALL ELECTRICAL COMPONENTS TO BE UL APPROVED. MANUFACTURER'S LABEL AND UL LABEL SHALL BE PLACED ON SIGN ACCORDING TO CITY CODE.</p>
ADDRESS:	SCALE: AS NOTED			R1			
CITY / STATE: various	DRAWN BY: MHL						
TELEPHONE: N/A	DESIGN DATE: 2/3/11						
FAX NUMBER: N/A	SALES PERSON: Theresa						

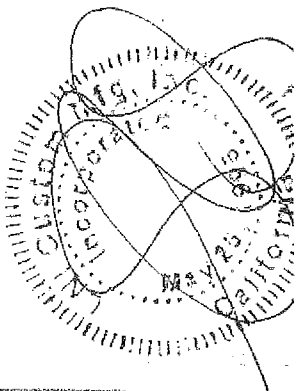
W:\Quotes\Jan - June 2011\Theresa\Martin Outdoor Benches - LA CITY\A-1.PDF

J

Front, Curb Side Install With Bus Shelter



- ① Bench shall be 48" minimum from fixed objects in sidewalk.
I.E. - street signs, trees, light poles, maintenance
holes, pull boxes, etc. (typ.)
- ② Shall not obstruct doors, gates, fire safety, stand pipes, etc.
- ③ Bus bench will always have minimum setback of 36" from
face of curb.



RECEIVED

MAY 12 2011

CITY OF LOS ANGELES
BUREAU OF STREET SERVICES
ENGINEERING DIVISION

CITY OF LOS ANGELES
SHOP DRAWING/SUBMITTAL
REVIEW

BUREAU OF STREET SERVICES REVIEW	RESPONSE REQUIRED OF CONTRACTOR
NO EXCEPTIONS TAKEN <input checked="" type="checkbox"/>	CONFIRM <input type="checkbox"/>
NOTE MARKING <input type="checkbox"/>	RESUBMIT <input type="checkbox"/>
REJECTED <input type="checkbox"/>	NONE <input checked="" type="checkbox"/>
COMMENTS ATTACHED <input type="checkbox"/>	

APPROVAL STAMP



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BY: *[Signature]*

DATE: 5.12.11

Designed By: _____ Date: _____

Reviewed By: _____ Date: _____

PROJECT NAME: Martin Outdoor Benches - LA CITY	DRAWING No. PLOT PLANS for bench R6		 <div>12536 CHADRON AVENUE HAWTHORNE, CA 90230 PH 310.970.2600 F 310.970.4000 HTTP://WWW.LNIDESIGNS.COM</div>	<div>CUSTOM MANUFACTURING SINCE 1992</div>	△ DATE	BY	REVISION	<p>NOTE: THIS IS AN ORIGINAL UNPUBLISHED DRAWING CREATED BY LNI CUSTOM MFG., INC. IT IS SUBMITTED FOR YOUR PERSONAL USE IN CONNECTION WITH A PROJECT BEING PLANNED FOR YOU BY LNI CUSTOM MFG., INC. IT IS NOT TO BE SHOWN TO ANYONE OUTSIDE YOUR ORGANIZATION, NOR IS IT TO BE USED, REPRODUCED, COPIED, OR EXHIBITED IN ANY FASHION.</p> <p>GENERAL NOTES</p> <p>CUSTOMER TO PROVIDE PRIMARY ELECTRICAL SERVICE WITHIN 4'-0" OF SIGN ELECTRICAL CONNECTION. THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.</p> <p>ALL ELECTRICAL COMPONENTS TO BE UL APPROVED, MANUFACTURER'S LABEL AND ALL LABEL SHALL BE PLACED ON SIGN ACCORDING TO CITY CODE.</p>	SHEET
ADDRESS:	SCALE: AS NOTED				R1				
CITY / STATE: various	DRAWN BY: MHL								
TELEPHONE: N/A	DESIGN DATE: 2/3/11								
FAX NUMBER: N/A	SALES PERSON: Theresa								

3.9