

MAYOR JOYCE AHN VICE MAYOR CONNOR TRAUT COUNCIL MEMBER CARLOS FRANCO COUNCIL MEMBER LAMIYA HOQUE COUNCIL MEMBER SUSAN SONNE

Tuesday, February 11, 2025, 5:00 PM COUNCIL CHAMBER 6650 Beach Boulevard Buena Park, CA 90621

> BUENA PARK CITY COUNCIL REGULAR MEETING AGENDA

5:00 p.m. PUBLIC HEARINGS AT 6:00 P.M.

1. GENERAL

- 1A. CALL TO ORDER
- 1B. ROLL CALL
- **1C. INVOCATION**
 - Pastor Don Harbert, The Way Fellowship Church, Buena Park Police Department Chaplain
- 1D. PLEDGE OF ALLEGIANCE
 - Sung Hyun, Director of Finance
- **1E. CITY MANAGER REPORT**
 - Aaron France, City Manager

2. PRESENTATIONS

- 2A. PROCLAMATION RECOGNIZING FEBRUARY 2025 AS NATIONAL BLACK HISTORY MONTH
 - Presented to Pastor Dion Thomas, SonRise Community Christian Church
 - Presented to Rosaline Rasheed, P2P Community Development, Inc.
- 2B. PROCLAMATION RECOGNIZING FEBRUARY 2 8 AS OCFA BURN WEEK
 - Presented to OCFA Division Chief Schuetz

3. ORAL COMMUNICATIONS

3A. ORAL COMMUNICATIONS

This is the portion of the meeting set aside to invite public comments regarding any item on the Regular Meeting Agenda only. Public comments are limited to no more than three minutes each. Those wishing to speak in-person are asked to add your information at the digital public kiosk located at the entrance of the Council Chamber.

4. CONSENT CALENDAR

The items listed under the Council Consent Calendar are considered routine business and will be voted on together by one motion unless a Council Member requests separate action. At this time the City Council or public may ask to speak on any item on the Consent Calendar.

4A. RESOLUTIONS APPROVING CLAIMS AND DEMANDS

- Recommended Action: Adopt Resolutions approving the Claims and Demands.
- 4B. PROCLAMATION RECOGNIZING FEBRUARY 2025 AS NATIONAL BLACK HISTORY MONTH — Recommended Action: Approve Proclamation
- 4C. PROCLAMATION RECOGNIZING FEBRUARY 2 8, 2025, AS ORANGE COUNTY FIRE AUTHORITY BURN WEEK

- Recommended Action: Approve Proclamation

4D. PURCHASE AND INSTALLATION OF BATTERY BACKUP SYSTEM UPGRADES FOR VARIOUS TRAFFIC SIGNAL LOCATIONS FOR THE 24-25 ANNUAL BATTERY BACKUP UPGRADES PROJECT

 Recommended Action: 1) Authorize the purchase of traffic signal battery backup upgrade equipment from Yunex LLC for the 24-25 Annual Battery Backup Upgrades Project.

4E. COOPERATIVE AGREEMENT WITH THE COUNTY OF ORANGE FOR CITYWIDE STRIPING AND STENCILING SERVICES

— Recommended Action: 1) Adopt a resolution providing an alternative project delivery method for the restriping of various City streets by use of the County of Orange Striping Services pursuant to Buena Park Municipal Code Section 3.28.110(E); 2) Approve cooperative agreement with the County of Orange for the City-Wide Striping and Stenciling services; 3) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and 4) Authorize the City Manager and City Clerk to execute the agreement.

5. NEW BUSINESS

5A. ADOPT A RESOLUTION APPROVING SPECIFICATIONS AND CONTRACT WITH BRIDGEROCK
CONSTRUCTION FOR THE NAVIGATION CENTER - WOMEN'S RESTROOM REHABILITATION PROJECT

Recommended Action: 1) Adopt a resolution approving the specifications for the Navigation
Center – Women's Restroom Rehabilitation Project; 2) Award a contract to Bridgerock
Construction, Inc. in the amount of \$197,920; 3) Authorize contingency funds in the amount of
\$32,080 in the same purchase order; 4) Authorize the City Manager and City Attorney to make

\$32,080 in the same purchase order; 4) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and 5) Authorize the City Manager and City Clerk to execute the agreement.

5B. PROFESSIONAL SERVICES AGREEMENT WITH SOHN ARCHITECTS FOR THE FRIENDSHIP PARK KOREAN PAVILION GARDEN AND SUNDIAL PROJECT

Recommended Action: 1) Approve a Professional Services Agreement with Sohn Architects in amount of \$207,580 for the Friendship Park Korean Pavilion Garden and Sundial Project; 2)
Dispense with competitive bidding pursuant to Buena Park Municipal Code Section 3.28.050 (H) for the proposed services based on findings that Sohn Architects is uniquely qualified and experienced to perform the services; 3) Appropriate \$210,000 from the undesignated General Fund balance to the Friendship Park Improvement Project account; 4) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement prior to execution; and 5) Authorize the City Manager and the City Clerk to execute the agreement.

5C. ADOPT AN ORDINANCE REGULATING THE USE OF GAS-POWERED LAWN EQUIPMENT CITYWIDE AND APPROVE A BUDGET APPROPRIATION FOR A REBATE PROGRAM AND ACQUISITION OF NEW CITY ELECTRIC LAWN EQUIPMENT

— Recommended Action: 1) Adopt an ordinance regulating the use of gas-powered lawn equipment; 2) Authorize the City Manager and City Attorney to finalize the Program Guidelines and make any non-monetary changes to the Program, as necessary; and 3) Allocate \$88,000 from the undesignated General Fund balance for the rebate program and acquisition of new electric lawn equipment for city use.

5D. ADOPT AN ORDINANCE ENACTING LOCAL REGULATIONS GOVERNING THE OPERATION OF ELECTRIC BICYCLES AND OTHER ELECTRIC MOBILITY DEVICES

The City Council will consider adopting an ordinance that prohibits the operation of electric bicycles and similar electric mobility devices on public sidewalks, parks, and similar public places that are intended for pedestrian use or traffic.

— Recommended Action: That the City Council 1) Adopt an ordinance of the City Council of the City of Buena Park, California, amending various sections of the Buena Park Municipal Code to enact regulations governing the operation of electric bicycles and similar electric mobility devices.

6. PUBLIC HEARING

There are no Public Hearing items.

7. COUNCIL MEMBER ANNOUNCEMENTS, CONFERENCE REPORTS AND CALENDAR REQUESTS

7A. COUNCIL MEMBER ANNOUNCEMENTS, CONFERENCE REPORTS AND CALENDAR REQUESTS

8. RECESS

8A. RECESS

9. STUDY SESSION

9A. DISCUSS AND PROVIDE DIRECTION REGARDING THE DISTRICT 4 FLOOD CONTROL CHANNEL

9B. DISCUSS AND PROVIDE DIRECTION REGARDING PUBLIC TREES AND THE URBAN FOREST MANAGEMENT PLAN

10. CITY MANAGER REPORT

10A. CITY MANAGER REPORT

11. COMMISSION & COMMITTEE UPDATES

11A. COMMISSION & COMMITTEE UPDATES

12. ADJOURNMENT

This agenda contains a brief general description of each item to be considered. Supporting documents are available for review and copying at City Hall or at www.buenapark.com. Supplementary materials distributed to the City Council less than 72 hours before the meeting are posted to the City's website at www.buenapark.com and copies are available for public inspection beginning the next regular business day in the City Clerk's Office. Video streaming of the meeting is available on the City's website. This governing body is prohibited from discussing or taking action on any item which is not included in this agenda; however, may ask clarifying questions, ask staff to follow-up, or provide other direction. The order of business as it appears on this agenda may be modified by the governing body.

In compliance with the Americans with Disabilities Act, if you need accommodations to participate in this meeting, contact the City Clerk's Office at (714) 562-3750 or the California Relay Service at 711. Notification at least 48 hours prior to the meeting will enable the City to make arrangements to assure accessibility.

If you would like to participate in any matter of business on the agenda and would like translation in Korean or Spanish please contact the **City Clerk's Office at (714) 562-3750 48-hours prior to the meeting**. Residents requiring translation during Oral Communications are encouraged to bring interpreters.

시의제 목록에 있는 정식 안건에 대해 의견을 발표하고 싶으신 경우, 중국어, 한국어, 스패니쉬, 타갈로에 대한 통역사가 필요하시면 시미팅 48시간전 시서기 오피스로 (714-562-3750) 연락하시면 됩니다. 정식안건이 아닌 주민 발언시간에 발표하실 경우, 본인의 통역사를 직접 모시 고 오시면 감사하겠습니다.

Si le gustaría participar en audiencia pública o cualquier asunto de negocios programado en la agenda y necesita traducción en chino, coreano, español, tagalo o vietnamita, comuníquese con la Oficina del Secretario de la Ciudad, 48 horas antes de la reunión al (714) 562-3750. Para participar en los comentarios públicos sobre cualquier otro asunto dentro de la jurisdicción del ayuntamiento, se les recomienda que traiga un intérprete.

I, Adria M. Jimenez, MMC, City of Buena Park, do hereby certify, under penalty of perjury under the laws of the State of California that a full and correct copy of this agenda was posted pursuant to Government Code Section 54950 et. seq., at Buena Park City Hall, 6650 Beach Blvd., and uploaded to the City of Buena Park website www.buenapark.com.

Adria M. Jimenez, MMC Director of Government and Community Relations City Clerk

Date Posted: February 6, 2025



City Council Regular Meeting Agenda Report

A. RESOLUTIONS APPROVING CLAIMS AND DEMANDS

Meeting	Agenda Group
Tuesday, February 11, 2025, 5:00 PM	CONSENT CALENDAR Item: 4A.
Presented By	Prepared By
Sung Hyun, Director of Finance	Sung Hyun, Director of Finance
Approved By	
Aaron France, City Manager	

RECOMMENDED ACTION

Adopt Resolutions approving the Claims and Demands.

Attachments

Claims 428820-429043 reso.pdf Claims 428820-429043 att1of2 resolist.pdf Claims 428820-429043 att2of2 voids.pdf Claims PR012125 retiree reso.pdf Claims PR012125 retiree att1of1 resolist.pdf Claims PR012425 reso.pdf Claims PR012425 att1of1 resolist.pdf

RESOLUTION NO _____,

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF \$1,811,455.56 DEMAND NOS. 428820 THROUGH 429043 CANCELLED NOS. 425270, 425446, 425511, 425817, AND 428210 VOIDS SEE ATTACHED LIST

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37202 of the Government Code, the Director of Finance or his designated representative hereby certify to the accuracy of the following demands and to the availability of funds for payment thereof.

Director of Finance

SECTION 2: That claims and demands Nos.428820 through 429043 the sum of \$1,811,455.56 set forth on the 20-page register attached to this resolution and made a part hereof have been audited as required by law and are hereby allowed as set forth.

PASSED AND ADOPTED this _____ day of _____ 2025 by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

RESOLUTION NO. _____ Page 2

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this _____ day of _____ 2025

City Clerk

CITY OF BUENA PARK CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.trans_date between '20250116 00:00:00.000' and '20250129 00:00:00.000' ACCOUNTING PERIOD: 7/25

FUND - 11 - GENERAL FUND

CASH ACC	T CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	DESCRIPTION	SALES TAX	AMOUNT
1011	425270 V	06/05/24	10013652	KIM, YOONMI	52	UB REFUND	0.00	-106.61
1011	425446 V	06/19/24	00004593	FUN ON THE FARM, INC.	275120	HORSE FUN/SPRING-24	0.00	-332.50
1011 1011 TOTAL CHI	425511 V 425511 V ECK	06/19/24 06/19/24	00010740 00010740	CHRISTINA MENDIVEL CHRISTINA MENDIVEL	650302 650302	CLEARS TRG/JANUARY24 CLEARS TRG/APR-24	$0.00 \\ 0.00 \\ 0.00 \\ 0.00$	-35.00 -35.00 -70.00
1011	425817 V	07/02/24	10013714	UNLIMITED COMMUNICATIONS				-35.00
1011 1011 TOTAL CHI	428210 V ECK	12/04/24	10001125			28" CONES W/7LB BLACK SHIPPING		-2,801.50 -50.00 -2,851.50
1011 1011 1011 TOTAL CHI	428820 428820 428820 ECK	01/29/25 01/29/25 01/29/25	10013779 10013779 10013779	1ST-IN-PADLOCKS 1ST-IN-PADLOCKS 1ST-IN-PADLOCKS	11 11 11	PADLOCK/MASTER 1KA #26 PADLOCK MASTER 1KA #20 SHIPPING	$111.78 \\ 111.79 \\ 0.00 \\ 223.57$	1,554.18 1,554.19 59.01 3,167.38
1011	428821	01/29/25	10003451	А Т & Т	650302	25082912039566 JAN-25	0.00	86.02
1011	428822	01/29/25	10003451	А Т & Т	650302	25082759691016 JAN-25	0.00	86.02
1011 1011 1011 1011 1011 1011 1011 101	428824 428824 428824 428824 428824 428824 428824 428824	01/29/25 01/2	10003794 10003794	A T & T A T &	170670 170670 170670 170670 860810 170670 170670 650302 650302 650302 650302 170670 126143 650302 126143 650302 650302 650302 170670 170670 170670 170670 170670 170670 170670 170670 170670	25082759691016 JAN-25 9391026112 JAN-25 9391026055 JAN-25 9391026056 JAN-25 9391026053 JAN-25 9391026107 JAN-25 9391026100 JAN-25 9391026095 DEC-24 9391026085 DEC-24 9391026085 DEC-24 9391026080 DEC-24 9391026080 DEC-24 9391026070 JAN-25 9391026072 JAN-25 9391026075 DEC-24 9391026075 DEC-24 9391026070 JAN-25 9391026070 JAN-25 9391026074 DEC-24 9391026059 DEC-24 9391026059 DEC-24 9391026059 DEC-24 9391026054 JAN-25 9391026054 JAN-25 9391036451 DEC-24 9391036451 JAN-25 9391026051 JAN-25 9391026051 JAN-25 9391026051 JAN-25	0.00 0.00	$\begin{array}{c} 31.53\\ 31.10\\ 496.33\\ 1,216.40\\ 31.53\\ 31.53\\ 31.53\\ 31.53\\ 412.68\\ 463.04\\ 4,620.40\\ \end{array}$

CITY OF BUENA PARK CHECK REGISTER - DISBURSEMENT FUND

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CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	ACTIVITY	DESCRIPTION	SALES TAX	AMOUNT
1011 428825	01/29/25 10004247	A T & T MOBILITY	631140	827260985373 JAN-25	0.00	246.65
1011 428826	01/29/25 10004247	A T & T MOBILITY	731150	996095853x01172025	0.00	313.44
1011 428827	01/29/25 10004247	A T & T MOBILITY	126143	287345550627x01172025	0.00	432.96
1011 428828	01/29/25 10004247	A T & T MOBILITY	170670	287261541007×01172025	0.00	89.72
1011 428829	01/29/25 00005626	ABBA TERMITE & PESTCONTR	170670	PEST CONTROL/JAN-25	0.00	650.00
1011 428830	01/29/25 00010359	ADMINSURE INC	107410	WKS COMP ADM/FEB-25	0.00	11,676.00
1011 428831 1011 428831 1011 428831 1011 428831 1011 428831 TOTAL CHECK	01/29/25 0000003 01/29/25 0000003	ALL AMERICAN ASPHALT COR ALL AMERICAN ASPHALT COR ALL AMERICAN ASPHALT COR ALL AMERICAN ASPHALT COR	560211 24	ASPHALT ASPHALT RIGIO IMPR/FINAL RET. RIGIO IMPR/PT#1DEC-24	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ \end{array}$	394.89 1,235.78 -30,718.58 614,371.53 585,283.62
1011 428832	01/29/25 0000003	ALL AMERICAN ASPHALT COR	24	RIGIO IMPR/RET/FINAL	0.00	30,718.58
1011 428833	01/29/25 10013497	ALL IN ONE POSTER COMPAN	121110	CUSTOM ST/FED/POSTERS	0.00	207.89
1011 428834	01/29/25 10014046	ALLIANCE HOME BUYERS LLC	52	UB REFUND	0.00	100.43
1011 428835	01/29/25 00006012	AMBIUS INC	170670	PLANT SVC/JAN-25	0.00	326.76
1011 428836 1011 428836 1011 428836 TOTAL CHECK	01/29/25 00005384 01/29/25 00005384 01/29/25 00005384	ANDY GUMP, INC	860810 170670 860810	RESTROOM SERVICE RESTROOM SERVICE RESTROOM SERVICE	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00 \end{array}$	322.04 60.50 60.50 443.04
1011 428837	01/29/25 10009875	ANGELS BASEBALL LP	275130	DEPOSIT/SUM DAY CAMP	0.00	1,600.00
1011 428838	01/29/25 00009015	TAJEN GRAPHICS, INC	275205	ART POSTERS	0.00	103.44
1011 428839	01/29/25 10013434	APX BOOMERS! IRVINE, LLC	275130	DEPOSIT/SUM DAY CAMP	0.00	2,376.85
1011 428840	01/29/25 10003143	ARC IMAGING RESOURCES, L	160105	OCE PLOTWAVE/DEC-25	0.00	1.25
1011 428841	01/29/25 10014079	SANDRA ARIZON	11	REF/DEPOSIT RT#R11272	0.00	500.00
1011 428842	01/29/25 10013346	ATEI COMPANY, INC.	11	10F2 CONCERT 7/23/25	0.00	2,250.00
1011 428843	01/29/25 00001778	AYERS DISTRIBUTING CORP	275140	FILLED PLASTIC EASTER	0.00	1,490.00
1011 428844 1011 428844 TOTAL CHECK		SELF INSURED SERVICES CO SELF INSURED SERVICES CO		LTD & LIFE INS/DEC-24 LTD & LIFE INS/DEC-24	0.00 0.00 0.00	3,505.40 5,531.02 9,036.42
1011 428845	01/29/25 10000360	BEACH & LA MIRADA CAR WA	171710	CAR WASHES	0.00	356.97

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CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	ACTIVITY	DESCRIPTION	SALES TAX	AMOUNT
1011 428846 1011 428846 1011 428846 1011 428846 1011 428846 TOTAL CHECK	01/29/25 1000768 01/29/25 1000768	4 BEST LAWNMOWER, INC 4 BEST LAWNMOWER, INC 4 BEST LAWNMOWER, INC 4 BEST LAWNMOWER, INC	560640 860810 560640 860810	MOWER PARTS SUPPLIES CHAIN SUPPLIES	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00 \end{array}$	181.82 760.81 61.98 230.48 1,235.09
1011 428847	01/29/25 1001404	4 BFH MCLX LLC	52	UB REFUND	0.00	35.00
1011 428848 1011 428848 TOTAL CHECK	01/29/25 1001111 01/29/25 1001111		110105 110105	ADV BA HOTEL/DEC-24 BUTTERFLY PAVIL/DEC24	0.00 0.00 0.00	2,468.14 7,245.51 9,713.65
1011 428849	01/29/25 0000042	3 BOYS & GIRLS CLUB OF BUE	732094	REIMB/Q2 OCT-DEC-24	0.00	2,282.48
1011 428850 1011 428850 1011 428850 1011 428850 1011 428850 1011 428850 1011 428850 1011 428850 1011 428850 1011 428850 1011 428850	01/29/25 0000001 01/29/25 0000001 01/29/25 0000001	1 MANHATTAN STITCHING COMP 1 MANHATTAN STITCHING COMP 1 MANHATTAN STITCHING COMP 1 MANHATTAN STITCHING COMP 1 MANHATTAN STITCHING COMP	352363 352363 352363	#J763H CORNERSTONE DUC #J331 WEATHERPROOF JAC #F280 - FULL ZIP HOODI #108084 DUFFLE BAG. UPCHARGE - 2XL	23.25 4.64 2.71 4.81 0.16 35.57	323.25 64.64 37.71 66.81 2.16 494.57
1011 428851 1011 428851 TOTAL CHECK		9 BUENA PARK PLAQUE & TROP 9 BUENA PARK PLAQUE & TROP		NAME PLATES NAME PLATES	0.00 0.00 0.00	77.42 45.26 122.68
1011 428852 1011 428852 TOTAL CHECK		<pre>9 CALIF BUILDING STANDARDS 9 CALIF BUILDING STANDARDS</pre>		BLDG STND/OCT-DEC24 BLDG STND/OCT-DEC24	0.00 0.00 0.00	-62.70 627.00 564.30
1011 428853	01/29/25 0000002	1 CALIF FORENSIC PHLEBOTOM	650402	BLOOD DRAWS 12/24	0.00	3,957.72
1011 428854	01/29/25 1000853	2 CALIFORNIA DEPT OF TAX &	11	SALES USE TAXES Q4	0.00	1,001.00
1011 428855	01/29/25 1001259	7 CA.POLICE ACCREDITATION	650208	DUES/MARY NOVOTNY	0.00	100.00
1011 428856	01/29/25 1001407	3 CITY OF CARLSBAD	650407	SWAT TRAINING/DEC-24	0.00	2,554.50
1011 428857	01/29/25 1001190	2 CASC ENGINEERING & CONSU	731120	LAND USE ELEM/NOV-24	0.00	6,742.58
1011 428858 1011 428858 1011 428858 1011 428858 1011 428858 1011 428858 1011 428858 1011 428858 1011 428858 1011 428858 1011 428858 1011 428858 1011 428858	01/29/25 1000446 01/29/25 1000446 01/29/25 1000446 01/29/25 1000446	 GERRITOS DODGE CHRYSLER 	171710 171710 171710 171710 171710	SENSOR STARTER SWITCH OIL TIRE SENSOR BUMPER SENSOR	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ \end{array}$	543.12 392.23 92.82 128.77 83.22 630.90 1,871.06
1011 428859	01/29/25 0000033	7 CERTIFIED FOLDER DISPLAY	995100	TRAVEL GUIDES/DEC24	0.00	99.36
1011 428860	01/29/25 1001293	1 CHARTER COMMUNICATIONS	170670	188676901 JAN-24	0.00	199.99
1011 428861	01/29/25 1001293	1 CHARTER COMMUNICATIONS	650302	187624701 JAN-25	0.00	280.76

CITY OF BUENA PARK CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.trans_date between '20250116 00:00:00.000' and '20250129 00:00:00.000' ACCOUNTING PERIOD: 7/25

CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	ACTIVITY	DESCRIPTION	SALES TAX	AMOUNT
1011 428862	01/29/25 10012933	L CHARTER COMMUNICATIONS	170670	188670701 JAN-25	0.00	825.47
1011 428863	01/29/25 10012933	L CHARTER COMMUNICATIONS	650302	188676101 JAN-25	0.00	1,099.00
1011 428864	01/29/25 10012933	L CHARTER COMMUNICATIONS	170670	188676501 JAN-25	0.00	825.47
1011 428865	01/29/25 10012933	L CHARTER COMMUNICATIONS	170670	188676501 DEC-24	0.00	826.31
1011 428866	01/29/25 10012933	L CHARTER COMMUNICATIONS	106132	238207201 JAN-25	0.00	1,080.00
1011 428867	01/29/25 10012933	L CHARTER COMMUNICATIONS	650302	238915001 JAN-25	0.00	445.59
1011 428868	01/29/25 10007943	L CHARTER COMMUNICATIONS H	650404	8448400240089222	0.00	12.58
1011 428869	01/29/25 10013622	2 CHARTER SPECTRUM	11	PERMIT#E23-0214	0.00	2,250.00
1011 428870	01/29/25 1001363	5 RACHAEL CHOATE	275605	REIMB/WINGS PROGRAM	0.00	137.06
1011 428871 1011 428871 1011 428871 1011 428871 1011 428871 1011 428871 1011 428871 1011 428871 1011 428871 1011 428871 1011 428871 1011 428871 1011 428871 1011 428871 1011 428871 1011 428871 1011 428871 1011 428871	01/29/25 1000761 01/29/25 1000761 01/29/25 1000761 01/29/25 1000761 01/29/25 1000761 01/29/25 1000761 01/29/25 1000761	5CINTAS CORPORATION NO.35CINTAS CORPORATION NO.3	160105 160105 160105 160105 160105 160105 160105 160105	UNIF RT DEC-24 UNIF RT DEC-24	$\begin{array}{c} 0.00\\$	109.29 109.29 179.19 534.19 109.29 109.29 179.19 502.32 558.84 546.58 2,937.47
1011 428872 1011 428872 TOTAL CHECK		5 CLINICAL LAB OF SAN BERN 5 CLINICAL LAB OF SAN BERN		WATER SAMPLING 12/24 WATER SAMPLING 12/24	$0.00 \\ 0.00 \\ 0.00$	590.00 1,978.00 2,568.00
1011 428873	01/29/25 00005774	THE CODE GROUP, INC.	731150	DANNY RODRIGUEZ/DEC24	0.00	4,370.00
1011 428874	01/29/25 00010209	OLLICUTT ENERGY SERVICE	170670	GENERATOR SERVICE	0.00	6,740.59
1011 428875	01/29/25 10006012	L COMMERCIAL CONTROLS CORP	650303	PD ACCESS/JAN-25	0.00	2,400.00
1011 428876	01/29/25 1000431	7 CONCENTRA HEALTH SERVICE	121110	ALCOHL TEST/BUNDLE	0.00	398.00
1011 428877 1011 428877 TOTAL CHECK) CONTROL AIR ENTERPRISES) CONTROL AIR ENTERPRISES		HVAC REPAIR HVAC PM	$0.00 \\ 0.00 \\ 0.00$	646.16 1,494.00 2,140.16
1011 428878	01/29/25 00010548	3 CORELOGIC INFORMATION SO	631140	REALQUEST DEC-24	0.00	200.00
1011 428879	01/29/25 00002379	O NANCY K. BOHL INC.	650105	EMP SUPPORT/DEC-24	0.00	280.00
1011 428880	01/29/25 1001408	5 VICTORIA COX	107420	GEN CLAIM STLMT#24-43	0.00	2,782.06

CITY OF BUENA PARK CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.trans_date between '20250116 00:00:00.000' and '20250129 00:00:00.000' ACCOUNTING PERIOD: 7/25

CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	ACTIVITY	DESCRIPTION	SALES TAX	AMOUNT
1011 428881	01/29/25 10000671	COOPERATIVE PERSONNEL SE	121110	BAS SKILLS-CLERICAL	0.00	1,422.00
1011 428882 1011 428882 1011 428882 1011 428882 1011 428882 TOTAL CHECK	01/29/25 10011541 01/29/25 10011541	L.N. CURTIS AND SONS L.N. CURTIS AND SONS L.N. CURTIS AND SONS L.N. CURTIS AND SONS	650208 650208 650208 650208 650208	UNIFORMS UNIFORMS UNIFORMS UNIFORMS	$\begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \end{array}$	293.61 79.67 87.74 27.70 488.72
1011 428883	01/29/25 10008234	CUSTOM INTERIORS BY SONN	171710	UPHOLSTERY	0.00	680.00
1011 428884	01/29/25 00003865	DAVID TAUSSIG & ASSOCIAT	11	CFD SVC DEC-24	0.00	1,142.50
1011 428885	01/29/25 10008395	DEVELOPMENT COUNSELLORS	995100	AD SPREAD/DEC-24	0.00	1,499.77
1011 428886 1011 428886 TOTAL CHECK		2 DEPARTMENT OF CONSERVATI 2 DEPARTMENT OF CONSERVATI		JULY-SEP24 SEISMIC MO JULY-SEP24 SEISMIC MO	0.00 0.00 0.00	3,593.02 -179.65 3,413.37
1011 428887	01/29/25 00000492	DEPARTMENT OF JUSTICE	121110	FINGERPRINT/DEC-24	0.00	456.00
1011 428888 1011 428888 TOTAL CHECK		DEPARTMENT OF JUSTICE DEPARTMENT OF JUSTICE	650302 11	FINGERPRINT/DEC-24 FINGERPRINT/DEC-24	0.00 0.00 0.00	96.00 1,642.00 1,738.00
1011 428889	01/29/25 10004949	DIVISION OF THE STATE AR	11	Q4 2024 AB1379 PYMT	0.00	381.60
1011 428890	01/29/25 10008875	THOMAS F. DONINI	275315	SAT DNC 2/1/25	0.00	400.00
1011 428891	01/29/25 10013343	B DUDEK	731105	CLIMATE ACT PL/DEC-24	0.00	19,228.75
1011 428892	01/29/25 10012329	ECO-NOMICS, INC.	190137	FOOD REUSE/DEC-24	0.00	315.00
1011 428893	01/29/25 10007127	CALLCASTER SERVICES CORP	731150	COPY/BLDG PL 6131 ORA	0.00	73.54
1011 428894 1011 428894 1011 428894 1011 428894 1011 428894 1011 428894 1011 428894 1011 428894 1011 428894 1011 428894	01/29/25 10008311 01/29/25 10008311 01/29/25 10008311	EVERETT DOREY, LLP EVERETT DOREY, LLP EVERETT DOREY, LLP EVERETT DOREY, LLP EVERETT DOREY, LLP	107420 107420 107420 107420 107420	VERONICA JONES DONNA MCINTIRE JADEYN DOE ET AL JADEYN DOE, ET AL JESSICA MANOKOUNE	$\begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \end{array}$	4,080.50 6,049.50 557.50 129.00 511.50 11,328.00
1011 428895 1011 428895 TOTAL CHECK	01/29/25 10013499 01/29/25 10013499	EWING IRRIGATION PRODUCT EWING IRRIGATION PRODUCT	860810 860810	IRRIGATION IRRIGATION	0.00 0.00 0.00	3,449.41 108.94 3,558.35
1011 428896	01/29/25 00008579	EXPERIAN INFORMATION SOL	650105	CIS ONLINE/DEC-24	0.00	77.24
1011428897101142889710114288971011428897	01/29/25 00000739 01/29/25 00000739	ELLIOTT AUTO SUPPLY COMP ELLIOTT AUTO SUPPLY COMP ELLIOTT AUTO SUPPLY COMP ELLIOTT AUTO SUPPLY COMP	171710 171710	DEF FLUID FILTERS SHOCKS FAN/METER	$\begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \end{array}$	77.29 49.64 118.42 230.15

CITY OF BUENA PARK CHECK REGISTER - DISBURSEMENT FUND

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CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	ACTIVITY	DESCRIPTION	SALES TAX	AMOUNT
1011 428897 1011 428897 1011 428897 1011 428897 1011 428897 TOTAL CHECK	01/29/25 0000073 01/29/25 0000073	 ELLIOTT AUTO SUPPLY COMP 	171710 171710	AIR FILTER FILTERS FILTERS O2 SENSOR	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00 \end{array}$	16.29 42.07 51.12 178.68 763.66
1011 428898	01/29/25 1000369) FAIR HOUSING FOUNDATION	732040	REIMB/DEC-24	0.00	1,263.95
1011 428899	01/29/25 0000388	L FERGUSON ENTERPRISES, IN	352363	TRUCK STOCK	0.00	58.38
1011 428900 1011 428900 1011 428900 TOTAL CHECK	01/29/25 0000466	L FERGUSON, PRAET & SHERMA L FERGUSON, PRAET & SHERMA L FERGUSON, PRAET & SHERMA	107420	JENNY PEREZ CHAZ MACKABEE DAVID SULLIVAN	0.00 0.00 0.00 0.00	625.00 950.00 1,139.40 2,714.40
1011 428901 1011 428901 1011 428901 1011 428901 1011 428901 1011 428901 TOTAL CHECK	01/29/25 1000705 01/29/25 1000705 01/29/25 1000705) FIVESTAR RUBBER STAMP ET) FIVESTAR RUBBER STAMP ET) FIVESTAR RUBBER STAMP ET) FIVESTAR RUBBER STAMP ET) FIVESTAR RUBBER STAMP ET	631140 275145 275110	STAMP STAMP BADGES BADGES BADGES	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00 \end{array}$	$100.08 \\ 100.08 \\ 16.01 \\ 24.52 \\ 25.54 \\ 266.23$
1011 428902	01/29/25 1001346	JOHNNIES PAINT AND BODY	171710	BODY REPAIR	0.00	2,998.35
1011 428903	01/29/25 1001318) FLOCK GROUP INC.	651426	FLOCK CAMERAS	0.00	14,950.00
1011 428904 1011 428904 1011 428904 TOTAL CHECK	01/29/25 1000319 01/29/25 1000319 01/29/25 1000319) FOOD 4 LESS) FOOD 4 LESS) FOOD 4 LESS	275605 275605 275405	WINGS AFTERSCHOOL WINGS AFTERSCHOOL BUILDING SUPPLIES	0.00 0.00 0.00 0.00	122.06 91.65 44.13 257.84
1011 428905	01/29/25 0000109	5 FRANCHISE TAX BOARD	73	DED:0071 MISC	0.00	150.00
1011 428906	01/29/25 1000214	7 FUJITEC AMERICA, INC.	170670	ELEVATOR MAINT	0.00	464.58
1011 428907 1011 428907 1011 428907 1011 428907 1011 428907 1011 428907 1011 428907 1011 428907 1011 428907 1011 428907 1011 428907 1011 428907 TOTAL CHECK	01/29/25 0000004 01/29/25 0000004 01/29/25 0000004 01/29/25 0000004	5 FULLER ENGINEERING INC 5 FULLER ENGINEERING INC	352363 352363 352363 352363 352363 352363 352363	CL2 HOLDER CL2 LINDEN WELL CL2 FOR BOIS WELL CL2 FOR BOIS WELL CL2 HOLDER CL2 BOIS WELL CL2 LINDEN WELL	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ \end{array}$	655.12 1,411.53 1,649.65 262.91 571.08 711.15 5,261.44
$\begin{array}{ccccc} 1011 & 428908 \\ 1011 & 428908 \\ 1011 & 428908 \\ 1011 & 428908 \\ 1011 & 428908 \\ 1011 & 428908 \\ 1011 & 428908 \\ 1011 & 428908 \\ 1011 & 428908 \\ 1011 & 428908 \\ 1011 & 428908 \\ \end{array}$	01/29/25 0000216 01/29/25 0000216 01/29/25 0000216 01/29/25 0000216 01/29/25 0000216 01/29/25 0000216 01/29/25 0000216	5 GANAHL LUMBER CORP 5 GANAHL LUMBER CORP	170670 860810 170670 352363 170670 631140 860815 170670 170670	HARDWARE SUPPLIES HARDWARE TRUCK STOCK HARDWARE SMALL TOOL GRAFFITI PLUMBING HARDWARE HARDWARE	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ \end{array}$	$10.31 \\ 49.33 \\ 62.72 \\ 118.50 \\ 117.74 \\ 45.75 \\ 227.95 \\ 68.70 \\ 84.01$

CITY OF BUENA PARK CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.trans_date between '20250116 00:00:00.000' and '20250129 00:00:00.000' ACCOUNTING PERIOD: 7/25

CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	ACTIVITY	DESCRIPTION	SALES TAX	AMOUNT
1011 428908 1011 428908 1011 428908 1011 428908 TOTAL CHECK	01/29/25 0000216	6 GANAHL LUMBER CORP 6 GANAHL LUMBER CORP 6 GANAHL LUMBER CORP	560640 860810 860815	SUPPLIES SUPPLIES GRAFFITI	$\begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \end{array}$	47.39 283.11 341.00 1,456.51
1011428909	01/29/25 1000183 01/29/25 1000183	2 GHD INC 2 GHD INC	11 11 11 11 11 11 11 11 11 11	7242 VAL. VIEW/NOV-24 7101 LINCOLN/NOV-24 8150 LA PALMA/DEC-24 7242 VAL.VIEW/SEP-24 6100-6172 BEACH/DEC24 6870 NAOMI AVE/DEC-24 8460 LA PALMA/DEC-24 5742 BEACH/DEC-24 7911 OR'THORPE/DEC-24 6245 AUTO CTR/DEC-24 6302 LOS ROBLES/DEC24 7101 LINCOLN/NOV-24 8030 DALE/DEC-24	$\begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \end{array}$	12.332,581.274,395.5097.7559.38161.00237.50436.25436.25457.26352.632,027.14
1011 428910	01/29/25 0000859	0 ALEJANDRO GONZALEZ	71	COMPUTER LOAN	0.00	1,217.55
1011 428911	01/29/25 0000005	5 GRAINGER INC	171710	BATTERIES	0.00	25.60
1011 428912	01/29/25 0000568	O CINDY GRISWOLD	275405	1ST AID/CPR/WINTER-25	0.00	106.40
1011 428913	01/29/25 1001108	8 GROUP DELTA CONSULTANTS,	590176	REGIO AVE IMPR/OCT24	0.00	5,481.80
1011 428914 1011 428914 1011 428914 1011 428914 1011 428914 TOTAL CHECK	01/29/25 1001228 01/29/25 1001228 01/29/25 1001228 01/29/25 1001228	8 HASA INC. 8 HASA INC.	860820 860820 860820 860820 860820	POOL MAINT POOL MAINT CHEMICALS CHEMICALS	0.00 0.00 0.00 0.00 0.00 0.00	950.00 1,150.00 1,130.26 1,613.79 4,844.05
1011 428915	01/29/25 1001323	8 HISPANIC CHAMBER OF COMM	101101	2025 ESTRELLA AWARDS	0.00	3,500.00
1011 428916	01/29/25 0000285	4 VERONICA HOCHEDE	275305	BALRM DNC FALL/WINT24	0.00	434.62
1011 428917 1011 428917 1011 428917 1011 428917 1011 428917 1011 428917 1011 428917 1011 428917 1011 428917 1011 428917 1011 428917 1011 428917 1011 428917 1011 428917 1011 428917 1011 428917	01/29/25 000005 01/29/25 000005 01/29/25 000005 01/29/25 000005 01/29/25 000005 01/29/25 000005	7 HOME DEPOT / GECF 7 HOME DEPOT / GECF	352363 352363 352363 860810 352363 560640 860810 352363	TRUCK STOCK GENERATOR SALT TRUCK STOCK SUPPLIES TRUCK STOCK DRAIN PIPE SUPPLIES LINDEN WELL	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\end{array}$	26.87 574.75 185.95 250.67 80.78 53.71 187.64 230.56 1,590.93
1011 428918	01/29/25 1000909	D1 HUE C LUU	731150	ENG SVCS/JAN-25	0.00	6,930.00
1011 428919	01/29/25 1001320	5 CONNIE HURTADO	275315	REIMB/GRINCHMAS LUN	0.00	149.91

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SELECTION CRITERIA: transact.trans_date between '20250116 00:00:00.000' and '20250129 00:00:00.000' ACCOUNTING PERIOD: 7/25

CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	ACTIVITY	DESCRIPTION	SALES TAX	AMOUNT
1011 428920	01/29/25 10014082	SABEL IGNACIO	11	REF/DEPOSIT RT#R11351		500.00
1011 428921 1011 428921 1011 428921 1011 428921 1011 428921 TOTAL CHECK	01/29/25 10012742 01/29/25 10012742 01/29/25 10012742 01/29/25 10012742	2 INFOSEND, INC 2 INFOSEND, INC 2 INFOSEND, INC 2 INFOSEND, INC		SVC/MATERIALS POSTAGE ENVIR.TIMES INSERT CAAP 2024		2,140.70 7,077.02 614.45 421.40 10,253.57
1011428922101142892101142892101142892101142892101142892101142892101142892101142892101	01/29/25 0000956 01/29/25 0000956 01/29/25 0000956 01/29/25 0000956 01/29/25 0000956 01/29/25 0000956 01/29/25 0000956 01/29/25 0000956 01/29/25 0000956 01/29/25 0000956	TRADITIONAL AUTO SUPPLYTRADITIONAL AUTO SUPPLY	171710 171710 171710 171710 171710 171710 171710 171710 171710 171710 171710 171710 171710	DRUM KIT GASKET BRAKE PADS BATTERIES ROTORS STARTER HITCH PIN BATTERY MOTOR MOUNT GREASE HEADLAMP BATTERY BATTERIES	$\begin{array}{c} 0.00\\$	$\begin{array}{c} 11.63\\ 21.19\\ 67.87\\ 475.00\\ 505.87\\ 515.79\\ 8.28\\ 161.46\\ 443.25\\ 67.67\\ 302.95\\ 395.91\\ 889.33\\ 3,866.20\\ \end{array}$
1011 428923	01/29/25 10014077	JAKE ROSEN ENTERTAINMENT	995100	HOSTED MEDIA/JAN-25	0.00	4,365.69
1011 428924 1011 428924	01/29/25 10005932 01/29/25 10005932	2 JHM SUPPLY 2 JHM SUPPLY	860810 860810 860810 860810 860810 860810 860810 860810 860810 860810 860810 860810 860810 860810	IRRIGATION IRRIGATION IRRIGATION IRRIGATION IRRIGATION IRRIGATION IRRIGATION IRRIGATION IRRIGATION IRRIGATION IRRIGATION IRRIGATION IRRIGATION	$\begin{array}{c} 0.00\\$	232.99 21.54 73.42 77.48 743.10 239.73 22.94 30.62 69.74 92.98 118.23 235.21 856.57 2,814.55
1011 428925	01/29/25 10008297	7 ADRIA JIMENEZ	115110	REIMB/WE LEAD WKSHP	0.00	1,300.00
1011 428926 1011 428926 TOTAL CHECK	01/29/25 00004440 01/29/25 00004440) JMG SECURITY SYSTEMS INC) JMG SECURITY SYSTEMS INC	170670 170670	ALARM MONITORING ALARM MONITORING	0.00 0.00 0.00	420.00 250.00 670.00
1011 428927 1011 428927 TOTAL CHECK	01/29/25 00000042 01/29/25 00000042	2 JOHN B EWLES INC 2 JOHN B EWLES INC	560210 560210	10 WHEEL DUMP 10 WHEEL DUMP	0.00 0.00 0.00	1,500.00 375.00 1,875.00
1011 428928 1011 428928	01/29/25 10002722 01/29/25 10002722	2 JOHNSON CONTROLS SECURIT 2 JOHNSON CONTROLS SECURIT	170670 170670	ALARM REPAIR ALARM MONITORING	$0.00 \\ 0.00$	192.50 2,918.44

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CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	ACTIVITY	DESCRIPTION	SALES TAX	AMOUNT
TOTAL CHECK					0.00	3,110.94
1011 428929	01/29/25 10013050) JOLLY JUMPS	275140	ROCK CLIMBING WALL WIT	0.00	2,795.00
1011 428930 1011 428930 1011 428930 1011 428930 1011 428930 1011 428930 1011 428930 1011 428930 1011 428930 1011 428930 1011 428930 1011 428930 1011 428930 1011 428930 1011 428930 1011 428930	01/29/25 00000674 01/29/25 00000674 01/29/25 00000674 01/29/25 00000674 01/29/25 00000674 01/29/25 00000674	RICHARD D. JONES A PROF. RICHARD D. JONES A PROF.	631140 631140 631140 631140 631140 631140 631140	PD MATTERS/DEC-24 6121 HOMEWOOD/DEC-24 7182 EL VERANO/DEC-24 CODE ENF/DEC-24 8442 4TH ST/DEC-24 6972 SAN DIEGO/DEC-24 6211 SAN RAFAEL/DEC24 DARLINGTON/DEC-24	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ \end{array}$	5,292.00 799.81 530.00 2,394.00 15.00 57.50 75.00 125.00 9,288.31
1011 428931	01/29/25 10014083	IRENE KAPADIA	11	REF/DEPOSIT RT#R11353	0.00	500.00
1011 428932	01/29/25 10010506	KOREAN COMMUNITY SERVICE	190135	Q2 OCT-24/DEC-24	0.00	42,899.92
1011428933	01/29/25 0000054 01/29/25 0000054 01/29/25 0000054 01/29/25 0000054 01/29/25 0000054 01/29/25 0000054 01/29/25 0000054 01/29/25 0000054	TEDJONESFORDINC.TEDJONESFORDINC.TEDJONESFORDINC.TEDJONESFORDINC.TEDJONESFORDINC.TEDJONESFORDINC.TEDJONESFORDINC.TEDJONESFORDINC.TEDJONESFORDINC.TEDJONESFORDINC.TEDJONESFORDINC.TEDJONESFORDINC.TEDJONESFORDINC.	171710 171710 171710 171710 171710 171710 171710 171710 171710 171710 171710	ADJUSTER/LIFTERS CAM/LIFTER KIT RELAY BATTERY SEAL KIT GASKET ENGINE SENSOR ADJUSTER/ARM	$\begin{array}{c} 0.00\\$	283.81 461.98 53.34 31.61 215.45 76.49 84.31 9,269.58 76.11 246.21 10,798.89
1011 428934	01/29/25 10013652	? KIM, YOONMI	52	UB REFUND	0.00	106.61
1011 428935	01/29/25 10003543	MOLLY H. KNOX	275305	EXERCISE FALL24	0.00	168.75
1011 428936	01/29/25 10014084	TIFFANY LAM	11	REF/DEPOSIT RT#R11660	0.00	500.00
1011 428937 1011 428937 TOTAL CHECK	01/29/25 00000214 01/29/25 00000214	LEAGUE OF CALIFORNIA CIT LEAGUE OF CALIFORNIA CIT	352567 101101	MEMBERSHIP/2025 MEMBERSHIP/2025	$0.00 \\ 0.00 \\ 0.00$	5,104.40 20,147.60 25,252.00
1011 428938	01/29/25 00000069	ESLIE'S POOL SUPPLIES I	860820	HARDWARE	0.00	491.32
1011 428939	01/29/25 00001657	LIEBERT CASSIDY WHITMORE	121110	GENERAL	0.00	4,912.00
1011 428940 1011 428940 1011 428940 1011 428940 1011 428940 1011 428940 1011 428940 1011 428940 1011 428940 1011 428940 1011 428940	01/29/25 1000404 01/29/25 1000404 01/29/25 1000404 01/29/25 1000404 01/29/25 1000404	5 LIGHT SOURCE PRINTING, I 5 LIGHT SOURCE PRINTING, I 6 LIGHT SOURCE PRINTING, I 7 LIGHT SOURCE PRINTING, I 8 LIGHT SOURCE PRINTING, I 8 LIGHT SOURCE PRINTING, I	995100 275145 275205 275145	2025 TRVL GUIDES VBP ENVELOPES BUSINESS CARDS BUSINESS CARDS BUSINESS CARDS BUSINESS CARDS	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ \end{array}$	9,271.49 1,639.52 122.78 122.78 122.78 122.78 148.77 11,428.12

CITY OF BUENA PARK CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.trans_date between '20250116 00:00:00.000' and '20250129 00:00:00.000' ACCOUNTING PERIOD: 7/25

CASH ACCT CHE	ECK NO ISS	UE DT	VENDOR	NAME	ACTIVITY	DESCRIPTION	SALES TAX	AMOUNT
				SCOTT LISSOY SCOTT LISSOY	631140 631140	CIT#15621 REFUND CIT#15623 REFUND	$0.00 \\ 0.00 \\ 0.00$	550.00 1,050.00 1,600.00
1011 42	28942 01/	29/25	10009795	RCA INVESTMENTS INC	171710	2024 BMW R 1250 RT-P 7	2,818.91	39,191.94
				LU'S LIGHTHOUSE INC LU'S LIGHTHOUSE INC	171710 171710	TUBE ELECTRICAL	$0.00 \\ 0.00 \\ 0.00$	30.99 37.50 68.49
1011 42 1011 42 1011 42 1011 42 1011 42	28944 01/2 28944 01/2 28944 01/2 28944 01/2	29/25 29/25 29/25 29/25	00002066 00002066 00002066 00002066	M.J. ELLS GENERAL CONTRA M.J. ELLS GENERAL CONTRA	860810 106131 11 11	WATER LEAK INSPECT SCE TRAIL FINAL/JAN25 NAVIGATION RESTROOMS PMT#2 RET PMT#1 RET SCE TRAIL KNOT/JAN-25	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ \end{array}$	675.00 14,988.00 6,588.48 -749.40 -499.60 9,992.00 30,994.48
1011 42	28945 01/2	29/25	00002066	M.J. ELLS GENERAL CONTRA	11	SCE TRAIL/RETENTION	0.00	1,249.00
1011 42	28946 01/2	29/25	10014070	MAC CONTRACTING, INC.	352363	8541 KENDOR SIDEWALK	0.00	10,000.00
1011 42	28947 01/	29/25	10005515	KATHLEEN MASTIN	275305	LINE DNC WINTER-24	0.00	80.02
1011 42	28948 01/2	29/25	10012134	CASEY MCDANIEL	275150	SCOREKEEP 12/7-20/24	0.00	68.00
				CHRISTINA MENDIVEL CHRISTINA MENDIVEL	650302 650302	CLEARS TRG/JANUARY-24 CLEARS TRG/APRIL-24	0.00 0.00 0.00	35.00 35.00 70.00
	28950 01/2 28950 01/2	29/25 29/25	10005279 10005279	MERCHANTS LANDSCAPE SERV MERCHANTS LANDSCAPE SERV	860810 660241	CITY LANDSCPE/DEC-24 METROLNK LNDSCP/DEC24	$0.00 \\ 0.00 \\ 0.00$	71,143.00 4,442.00 75,585.00
1011 42	28951 01/2	29/25	10009182	MEREDITH OPERATIONS CORP	995100	AD/VISIT CA TVL GUIDE	0.00	40,091.00
1011 42	28952 01/2	29/25	00003714	METRO FLUID CONNECTORS I	860815	GRAFFITI	0.00	524.01
1011 42	28953 01/2	29/25	10005546	MID CITY'S ELECTRIC, INC MID CITY'S ELECTRIC, INC MID CITY'S ELECTRIC, INC	860810	ELECTRICAL REPAIR ELECTRICAL ELECTRICAL SUPPORT	$0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00$	800.00 9,516.89 4,300.00 14,616.89
1011 42	28954 01/2	29/25	10011810	MILLER MENDEL, INC.	650105	DATA STORAGE	0.00	2,408.95
1011 42	28955 01/2	29/25	10014081	LIBERTY MONTEMAYOR	11	REF/DEPOSIT RT#R10367	0.00	500.00
1011 42	28956 01/2	29/25	10004764	TIFFANEY DANIELLE MORENO	275120	YOGA/SOUND BAT/FALL24	0.00	15.30
1011 42	28957 01/2	29/25	00009876	MUNICIPAL WATER DIST OF	352510	WATER DELIVERY/DEC-24	0.00	24,101.95
1011 42	28958 01/2	29/25	10014085	TOLOAN NGUYEN	107420	GEN CLAIM STLMT#24-35	0.00	143.00

CITY OF BUENA PARK CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.trans_date between '20250116 00:00:00.000' and '20250129 00:00:00.000' ACCOUNTING PERIOD: 7/25

CASH	ACCT CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	DESCRIPTION	SALES TAX	AMOUNT
1011	428959	01/29/25	10005108	NORMAN A TRAUB ASSOCIATE	121110	INVESTIGATION	0.00	11,483.45
1011	428960	01/29/25	10012346	MARY NOVOTNY	650208	REIMB/CALEA FRAME	0.00	91.59
1011 1011 TOTAL	428961 428961 CHECK			OC RECON, INC. OC RECON, INC.	171710 171710	TAILGATE REPAIR CHIEF DOOR REPAIR	$0.00 \\ 0.00 \\ 0.00$	1,050.00 550.00 1,600.00
1011	428962	01/29/25	10005163	OCEAN BREEZE PACIFIC, LL	105105	LAUNDRY BPCC	0.00	361.02
1011	428963	01/29/25	10007787	HBV ENTERPRISES, INC.	171710	BRAKE ROTORS	0.00	215.33
1011	428964	01/29/25	10014045	OPEN DOOR	52	UB REFUND	0.00	64.29
1011	428965	01/29/25	10013421	ENGINE VISION FUND I LLC	995100	ANAHEIM TRVL GUIDE	0.00	5,950.00
1011	428966	01/29/25	10011831	ORANGE COUNTY BUSINESS J	632110	ANN.SUBS-2025	0.00	99.00
1011	428967	01/29/25	00000913	ORANGE COUNTY FIRE AUTHO	640310	RET MED PROG/JAN-25	0.00	2,480.00
1011	428968	01/29/25	00007482	ORANGE COUNTY SANITATION	11	CONNECT FEES DEC-24	0.00	2,464.59
1011	428969	01/29/25	10014078	ISMAEL ORTIZ	11	REF/DEPOSIT RT#R11390	0.00	500.00
1011	428970	01/29/25	10000376	DAVID PANTOJA	71	COMPUTER LOAN	0.00	1,507.09
1011	428971	01/29/25	10013206	PAYMENTUS CORPORATION	126152	IVR CC MERCHANT/DEC24	0.00	2,230.94
1011 1011 TOTAL	428972 428972 CHECK	01/29/25 01/29/25	10011409 10011409	PDQ.COM CORPORATION PDQ.COM CORPORATION	650303 126143	SFTWARE RENEW 25-26 SFTWARE RENEW 25-26	0.00 0.00 0.00	1,338.75 1,338.75 2,677.50
1011	428973	01/29/25	00004215	PEST OPTIONS INC	560640	WEED/RODENT/JAN-25	0.00	2,703.00
1011 1011 1011 1011 1011 1011 1011 101	428974 428974 428974 428974 428974 428974 428974 428974 428974 428974 428974 428974 428974 428974 428974 428974 428974 428974 428974 428974	01/29/25 01/29/25 01/29/25 01/29/25 01/29/25 01/29/25 01/29/25 01/29/25 01/29/25 01/29/25 01/29/25	00005145 00005145 00005145 00005145 00005145 00005145 00005145 00005145 00005145 00005145 00005145	PETTY CASH/COMMUNITY SER PETTY CASH/COMMUNITY SER	275145 275145 275140 275145 275110 275140 275145 275105 275105 275135 275140 275150 275135 275140	COMMISS FOLDER/SANCHE MLG/DEC-24/GONZALEZ MLG/JAN-25/GONZALEZ CCLAND DECOR/THOMSEN OFS SUPPLY/D.KURATA COMMISS SUPL/A.CHAVEZ CCLAND SUPL/T.DAVIS MLG/DEC-24/THOMSEN PHOTO/FRAME/A.CHAVEZ YT BASKETBAL/A.MORENO CCLAND/PRIZE/VANSICKL FIELD MT/A.ALARCON TRK/FLD/SUPL/VANSICKL TREE LIGHT/VANSICKLE	$\begin{array}{c} 0.00\\$	$\begin{array}{c} 2.13\\ 3.75\\ 4.48\\ 21.29\\ 28.46\\ 30.01\\ 35.31\\ 36.18\\ 41.88\\ 43.09\\ 44.38\\ 47.28\\ 47.28\\ 47.31\\ 47.64\\ 48.50\\ 481.69\end{array}$

CITY OF BUENA PARK CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.trans_date between '20250116 00:00:00.000' and '20250129 00:00:00.000' ACCOUNTING PERIOD: 7/25

CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	ACTIVITY	DESCRIPTION	SALES TAX	AMOUNT
1011 428975 1011 428975 TOTAL CHECK		5 PHOENIX GROUP INFORMATIO 5 PHOENIX GROUP INFORMATIO		ADM CIT PROC/DEC-24 ADM CIT PROC/DEC-24	$0.00 \\ 0.00 \\ 0.00$	518.87 697.11 1,215.98
1011 428976	01/29/25 10006112	PREMIER CHEVROLET OF BUE	171710	MOUNTS	0.00	113.13
1011 428977	01/29/25 1001385	7 HEATHER WILLIAMS	650105	THERAPY SVCS/OCT-24	0.00	1,050.00
1011 428978	01/29/25 1001285	5 PROACTIVE WORK HEALTH SE	121110	EMY PHYSICALS/DEC-24	0.00	2,445.00
1011 428979 1011 428979 1011 428979 1011 428979 1011 428979 TOTAL CHECK	01/29/25 0000771 01/29/25 0000771	L PROFORCE MARKETING, INC L PROFORCE MARKETING, INC L PROFORCE MARKETING, INC L PROFORCE MARKETING, INC	650208 650208 650208 650208	#RM06-C-700672, TRJ RM #GL-RSH-V2-ST, C&H V2 #GL-330, AMG 2XL TALL SALES TAX	$\begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \end{array}$	5,811.24 524.52 912.66 561.75 7,810.17
1011 428980	01/29/25 1000997	QUADIENT FINANCE USA, IN	121135	INK CART	0.00	378.74
1011 428981 1011 428981 TOTAL CHECK		3 R.V. NURSERY INC 3 R.V. NURSERY INC	560641 560641	PLANTS TREE	$0.00 \\ 0.00 \\ 0.00$	177.79 48.48 226.27
1011 428982	01/29/25 0000134	3 MULTI SERVICE TECHNOLOGY	121135	SAFETY SHOES	0.00	250.00
1011 428983	01/29/25 1000097	REFRIGERATION SUPPLIES D	170670	HARDWARE HVAC	0.00	180.14
1011 428984	01/29/25 1001403	5 SHIELA REYES	11	REF/DEPOSIT RT#R11531	0.00	500.00
1011 428985	01/29/25 1001407	2 RICHARD RICHARDSON	731125	REF/RT HSE INSP FEE	0.00	78.23
1011 428986	01/29/25 1000112	5 ROADLINE PRODUCTS INC	352363	28"CONES W/7LB BLACK	0.00	2,851.50
1011 428987 1011 428987 1011 428987 1011 428987 1011 428987 1011 428987 1011 428987 1011 428987 1011 428987 1011 428987 TOTAL CHECK	01/29/25 1001404 01/29/25 1001404 01/29/25 1001404	2 SAMY'S CAMERA, INC 2 SAMY'S CAMERA, INC 2 SAMY'S CAMERA, INC 2 SAMY'S CAMERA, INC 2 SAMY'S CAMERA, INC	106132 106132 106132 106132 106132 106132	#S-071045 - CANON XF6 #S-061901 - TRIPOD - S #WESC304 - REFLECTOR - #S-024743- SAND BAGS - TAX	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ \end{array}$	3,799.00 155.00 79.90 55.90 461.56 4,551.36
1011 428988	01/29/25 1001404	SANDERS, JACQUELYNE	52	UB REFUND	0.00	25.25
1011 428989	01/29/25 1001190	5 SAVAGE TRAINING GROUP, L	650208	CRITIC INCID 4/8-9/25	0.00	474.00
1011 428990	01/29/25 00000412	SOUTHERN COUNTIES OIL CO	171710	UNLEADED FUEL PD	0.00	22,611.19
1011 428991	01/29/25 1000749	SCHORR METAL, INC.	171710	STEEL SHEET	0.00	362.01
1011 428992 1011 428992 TOTAL CHECK		SCM FITNESS REPAIR LLC SCM FITNESS REPAIR LLC	170670 170670	QT PREVENT MT/DEC-24 QT PREVENT MT/DEC-24	$0.00 \\ 0.00 \\ 0.00$	330.00 330.00 660.00
1011 428993	01/29/25 0000321	5 SCMAF	275145	MBRSHIP DUES 2025	0.00	300.00

CITY OF BUENA PARK CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.trans_date between '20250116 00:00:00.000' and '20250129 00:00:00.000' ACCOUNTING PERIOD: 7/25

CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	ACTIVITY	DESCRIPTION	SALES TAX	AMOUNT
1011 428994	01/29/25 00008766	5 JON-MICHAEL SHADDOW	650208	SLI547/S2 01/9-11/25	0.00	192.92
1011 428995 1011 428995 1011 428995 1011 428995 1011 428995 1011 428995 1011 428995 1011 428995 1011 428995 1011 428995 1011 428995 TOTAL CHECK	01/29/25 00000462 01/29/25 00000462 01/29/25 00000462	2 THE SHERWIN WILLIAMS 2 THE SHERWIN WILLIAMS 2 THE SHERWIN WILLIAMS 2 THE SHERWIN WILLIAMS 2 THE SHERWIN WILLIAMS	170670 170670 352363 170670 170670	PAINT PAINT PAINT LINDEN WELL PAINT PAINT	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00 \end{array}$	172.43 43.75 270.54 291.51 176.41 954.64
1011 428996	01/29/25 10009505	5 SHRED-IT, INC. USA	650302	SHREDDING	0.00	913.19
1011 428997	01/29/25 00003596	5 SMITH & SONS GLASS	170670	MIRROR REPLACE	0.00	1,114.17
1011 428998 1011 428998 TOTAL CHECK		SO CAL CONCRETE DELIVERY SO CAL CONCRETE DELIVERY		CONCRETE CONCRETE	0.00 0.00 0.00	1,138.88 1,364.68 2,503.56
1011 428999 1011 428999 TOTAL CHECK) RLG ENTERPRISES INC.) RLG ENTERPRISES INC.	275105 275305	FIRST AID SUPPLIES FIRST AID SUPPLIES	0.00	53.55 73.03 126.58
1011 429001 10	01/29/25 0000226 01/29/25 0000226	5 SOUTHERN CALIFORNIA EDIS 5 SOUTHERN CALIFORNIA EDIS	352510 352510 560230 660240 860810 170670 860810 560230 860810 660240 170670 660240 170670 560230 660240 860810 560230 860810 560230 170670	7322 VLVW.JAN-25 5290 CAMERON/JAN25 7520 DALE PMP/JAN-25 7006 ARTESIA/JAN-25 7250 HOLDER/JAN-25 8111 COMNWLTH/JAN-25 6581 BEACH/JAN-25 6190 AUTO CTR/JAN-25 6680 KNOTT/JAN-25 8970 KNOTT/JAN-25 8970 KNOTT/JAN-25 8970 KNOTT/JAN-25 603 BEACH/JAN-25 603 BEACH/JAN-25 8400 LAKEKNOLL/JAN-25 6955 ARAGON/JAN-24 5755 CRESCENT/JAN-25 7002 BEACH/JAN-25 8081 BEACH/JAN-25 7550 STANTON/JAN-25 8081 ORANGETHOR/JAN25 7051 PAGE JAN-25 5600 MALVERN/JAN-25	$\begin{array}{c} 0.00\\$	$12,160.64 \\22,878.96 \\24,211.21 \\17.92 \\28.37 \\32.29 \\66.05 \\75.12 \\95.01 \\109.12 \\123.22 \\168.09 \\346.97 \\1,559.25 \\7,417.89 \\9,239.89 \\18.87 \\29.18 \\39.80 \\72.97 \\115.18 \\3,327.20 \\1,239.83 \\83,373.03 \\$
1011 429002	01/29/25 00000126	SPARKLETTS WATER	170670	BOTTLED WATER SVC	0.00	320.25
101142900310114290031011429003	01/29/25 00010296	5 SPECIALIZED ELEVATOR SER 5 SPECIALIZED ELEVATOR SER 5 SPECIALIZED ELEVATOR SER	170670	ELEVATOR MAINT ELEVATOR MT/JAN-25 ELEVATOR MT/JAN-25	0.00 0.00 0.00	592.29 19.50 210.00

CITY OF BUENA PARK CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.trans_date between '20250116 00:00:00.000' and '20250129 00:00:00.000' ACCOUNTING PERIOD: 7/25

CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	ACTIVITY	DESCRIPTION	SALES TAX	AMOUNT
TOTAL CHECK					0.00	821.79
1011 429004	01/29/25 0000536	2 DAVE FLANAGAN	650303	SEC.CAMERA/JAN-MAR25	0.00	16,250.00
1011 429005 1011 429005 1011 429005 1011 429005 1011 429005 1011 429005 1011 429005 1011 429005 1011 429005 1011 429005 TOTAL CHECK	01/29/25 0000108 01/29/25 0000108 01/29/25 0000108	5 STAPLES CONTRACT & COMME 5 STAPLES CONTRACT & COMME 5 STAPLES CONTRACT & COMME 5 STAPLES CONTRACT & COMME 5 STAPLES CONTRACT & COMME	731120 631140 732071	CREDIT MEMO CREDIT MEMO CREDIT MEMO OFFICE SUPPLIES OFFICE SUPPLIES	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ \end{array}$	-21.02 -21.02 -21.02 37.95 333.09 307.98
1011 429006 1011 429006 TOTAL CHECK	01/29/25 0000922 01/29/25 0000922	9 STATE WATER BOARD ACCT O 9 STATE WATER BOARD ACCT O	352567 452410	855010546 JUL24-JUN25 855010546 JUL24-JUN25	$0.00 \\ 0.00 \\ 0.00 \\ 0.00$	9,150.00 12,000.00 21,150.00
1011 429007	01/29/25 1001276	7 STETSON STEEL, LLC	860810	SUPPLIES	0.00	655.55
1011 429008	01/29/25 1001237	5 LINDA STRICKLER	275140	REIMB/LOCKS	0.00	55.75
1011 429009 1011 429009 1011 429009 1011 429009 1011 429009 1011 429009 1011 429009 1011 429009 1011 429009 1011 429009 1011 429009 1011 429009 1011 429009 1011 429009 1011 429009 1011 429009	01/29/25 1000841 01/29/25 1000841 01/29/25 1000841 01/29/25 1000841 01/29/25 1000841 01/29/25 1000841 01/29/25 1000841	D FULLERTON SIGNS, INC D FULLERTON SIGNS, INC	275105 275105 275105 275105 275105 275105 275105 275105 275105	DESCRIPTION: DESIGN - WIDE FORMAT PRINTS WIDE FORMAT PRINTS WIDE FORMAT PRINTS WIDE FORMAT PRINTS WIDE FORMAT PRINTS WIDE FORMAT PRINTS INSTALLATION OF NON-EL TAXES	$\begin{array}{c} 0.00\\$	$148.50 \\ 221.17 \\ 214.06 \\ 200.67 \\ 103.64 \\ 108.25 \\ 37.97 \\ 792.00 \\ 80.16 \\ 1,906.42 \\ \end{cases}$
1011 429010	01/29/25 1000626	6 TECHNOLOGY UNLIMITED, INC	126120	RENEWAL FOR MAGNER 100	0.00	245.00
1011 429011	01/29/25 1000870	5 THE AUTOMOTIVE TRAINING	171710	TRAINING	0.00	1,036.00
1011 429012 1011 429012 1011 429012 1011 429012 1011 429012 TOTAL CHECK	01/29/25 1000902 01/29/25 1000902 01/29/25 1000902 01/29/25 1000902	3 TIRE HUB, LLC 3 TIRE HUB, LLC	171710 171710 171710 171710 171710	TIRES TIRES TIRES TIRES	$\begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \end{array}$	812.16 876.81 255.79 442.31 2,387.07
1011 429013	01/29/25 1001193	8 T-MOBILE	995100	995916635 NOV-DEC-24	0.00	61.60
1011 429014	01/29/25 0001023	O TRENCH SHORING CO, INC.	352363	TRENCH JACKS	0.00	211.20
1011 429015	01/29/25 0000544	5 TRI-SIGNAL INTEGRATION,	170670	FIRE SYSTEM REPAIR	0.00	1,212.96
1011 429016	01/29/25 1001251	1 TSG ENTERPRISES, INC	396828	MAGNOLIA MAINS/DEC-24	0.00	175.75
1011429027101142902710114290271011429027	01/29/25 0001047 01/29/25 0001047	4 U.S.BANK CORPORATE PAYME 4 U.S.BANK CORPORATE PAYME 4 U.S.BANK CORPORATE PAYME 4 U.S.BANK CORPORATE PAYME	121110 11	ACCIDENTAL CHG/LOPEZ \$TREE/SRACTHNKUCRD/DP LADIES LUN SUP/GUERRA DRIVER TIP/GUERRA	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\end{array}$	-0.50 1.08 2.99 4.00

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CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	ACTIVITY	DESCRIPTION	SALES TAX	AMOUNT
1011 429027	01/29/25 0001047	4 U.S.BANK CORPORATE PAYM	F 106117	FOOD CALSAE CF/DIEZ	0.00	5.54
1011 429027		4 U.S.BANK CORPORATE PAYM		FOOD CALSAE CF/DIEZ	0.00	5.98
1011 429027		4 U.S.BANK CORPORATE PAYM		A.BROWN RET.EVT/LOPEZ	0.00	6.45
1011 429027		4 U.S.BANK CORPORATE PAYM		OFFICE SUPL/MIKHAEL	0.00	7.52
1011 429027		4 U.S.BANK CORPORATE PAYM		TREE LIGHT/HURTADO	0.00	8.61
1011 429027		4 U.S.BANK CORPORATE PAYM		FOOD CALSAE CF/DIEZ	0.00	8.69
1011 429027		4 U.S.BANK CORPORATE PAYM		ELECT CHG VEH/GEYER	0.00	9.09
1011 429027		4 U.S.BANK CORPORATE PAYM		ELECT CHG VEH/GEYER	0.00	9.32
1011 429027		4 U.S.BANK CORPORATE PAYM		TESLA CONNECT/NGUYEN	0.00	9.99
1011 429027		4 U.S.BANK CORPORATE PAYM		AMZN/WELLNESSPRG/RV	0.00	10.75
1011 429027		4 U.S.BANK CORPORATE PAYM		WALMART/COOKIESCL/RV	0.00	10.78
1011 429027		4 U.S.BANK CORPORATE PAYM		SPOTIFY/ACCT/MARTINEZ	0.00	11.99
1011 429027		4 U.S.BANK CORPORATE PAYM		BRUNCH/SONNE/GUERRA	0.00	12.00
1011 429027		4 U.S.BANK CORPORATE PAYM		BRUNCH/J.AHN/LOPEZ	0.00	12.00
1011 429027		4 U.S.BANK CORPORATE PAYM		SINKHOLE/WATER/MOORE	0.00	12.10
1011 429027		4 U.S.BANK CORPORATE PAYM		FOOD CALSAE CF/DIEZ	0.00	12.11
1011 429027		4 U.S.BANK CORPORATE PAYM		OFS SUPL/GUERRA	0.00	12.92
1011 429027	01/29/25 0001047	4 U.S.BANK CORPORATE PAYM	E 121110	PORTOS/TRAFENFSPEC/GC	0.00	11.12
1011 429027	01/29/25 0001047	4 U.S.BANK CORPORATE PAYM	E 115115	NEW LAW TOLL/BADILLO	0.00	13.95
1011 429027	01/29/25 0001047	4 U.S.BANK CORPORATE PAYM	E 115110	CANVA SUBS/JIMENEZ	0.00	15.00
1011 429027	01/29/25 0001047	4 U.S.BANK CORPORATE PAYM	E 11	LADIES LUN SUP/GUERRA	0.00	15.06
1011 429027	01/29/25 0001047	4 U.S.BANK CORPORATE PAYM	E 115110	ZOOM ACCT/GUERRA	0.00	15.99
1011 429027	01/29/25 0001047	4 U.S.BANK CORPORATE PAYM	E 101101	ZOOM ACCT/JIMENEZ	0.00	15.99
1011 429027	01/29/25 0001047	4 U.S.BANK CORPORATE PAYM	E 160105	ZOOM/MIKHAEL	0.00	15.99
1011 429027	01/29/25 0001047	4 U.S.BANK CORPORATE PAYM	E 650303	ZOOM MO CHG/NGUYEN	0.00	15.99
1011 429027	01/29/25 0001047	4 U.S.BANK CORPORATE PAYM	E 101101	A.BROWN RET SUP/LOPEZ	0.00	16.21
1011 429027	01/29/25 0001047	4 U.S.BANK CORPORATE PAYM	E 650601	FLAG STAND/BAILEY	0.00	16.30
1011 429027	01/29/25 0001047	4 U.S.BANK CORPORATE PAYM	E 275205	LTRS ART SHOW/MARTINE	0.00	16.72
1011 429027		4 U.S.BANK CORPORATE PAYM		AMAZON/OFFICE SUP/RV	0.00	17.23
1011 429027	01/29/25 0001047	4 U.S.BANK CORPORATE PAYM	E 171710	EV CHARGING/NGUYEN	0.00	17.26
1011 429027		4 U.S.BANK CORPORATE PAYM		ELECT CHG VEH/GEYER	0.00	17.40
1011 429027		4 U.S.BANK CORPORATE PAYM		XMAS EVNT/SUP/GUERRA	0.00	17.56
1011 429027		4 U.S.BANK CORPORATE PAYM		POPCORN SUPL/MARTINEZ	0.00	17.78
1011 429027		4 U.S.BANK CORPORATE PAYM		ELECT CHG VEH/GEYER	0.00	17.88
1011 429027		4 U.S.BANK CORPORATE PAYM		TRGET/COOKIESCLBEV/MM	0.00	17.96
1011 429027		4 U.S.BANK CORPORATE PAYM		CCLAND SUPL/SANCHEZ-R	0.00	18.95
1011 429027		4 U.S.BANK CORPORATE PAYM		UBER CALSAE CF/DIEZ	0.00	20.95
1011 429027		4 U.S.BANK CORPORATE PAYM		UBER CALSAE CF DIEZ	0.00	20.98
1011 429027		4 U.S.BANK CORPORATE PAYM		UBER CALSAE CF/DIEZ	0.00	20.99
1011 429027		4 U.S.BANK CORPORATE PAYM		FOOD CALSAE CF/DIEZ	0.00	21.05
1011 429027		4 U.S.BANK CORPORATE PAYM		ALTRONIX DIGIT/MIKIEW	0.00	21.93
1011 429027 1011 429027		4 U.S.BANK CORPORATE PAYM		VIDEO EDITOR/FEWER	0.00	22.49 22.52
1011 429027		4 U.S.BANK CORPORATE PAYM		EV CHARGING/NGUYEN	0.00	22.88
1011 429027		4 U.S.BANK CORPORATE PAYM		XMAS EVT SUPL/GUERRA	0.00	22.88
1011 429027		4 U.S.BANK CORPORATE PAYM 4 U.S.BANK CORPORATE PAYM		FUEL/MOTORCYCLE/VU NEW LAW BKFT/BADILLO	0.00 0.00	23.41
1011 429027		4 U.S.BANK CORPORATE PATM 4 U.S.BANK CORPORATE PAYM		CNCL SPEC ITEM/LOPEZ	0.00	23.69
1011 429027		4 U.S.BANK CORPORATE PATM		BRUNCH/A.C.BRWN/LOPEZ	0.00	24.00
1011 429027		4 U.S.BANK CORPORATE PAIM		EV CHARGING/NGUYEN	0.00	24.00
1011 429027		4 U.S.BANK CORPORATE PATM		FUEL/MOTORCYCLE/VU	0.00	24.07
1011 429027		4 U.S.BANK CORPORATE PAYM		FUEL/MOTORCYCLE/VU	0.00	24.82
1011 429027		4 U.S.BANK CORPORATE PAYM		FUEL/MOTORCYCLE/VU	0.00	24.82
123021	01,20,20 0001047		- 1, 1, 10	i dee, morokereee, vo	0.00	21.05

SELECTION CRITERIA: transact.trans_date between '20250116 00:00:00.000' and '20250129 00:00:00.000' ACCOUNTING PERIOD: 7/25

CASH ACCT CHECK	NO ISSUE D	T VENDOR	NAME			ACTIVITY	DESCRIPTION	SALES TAX	AMOUNT
1011 4290	01/29/2	5 00010474	U.S.BANK	CORPORATE	PAYME	171710	ELECT CHG VEH/GEYER	0.00	24.91
1011 4290			U.S.BANK				FUEL/MOTORCYCLE/VU	0.00	24.99
1011 4290			U.S.BANK				FUEL/MOTORCYCLE/VU	0.00	25.26
1011 4290			U.S.BANK				ELECT CHG VEH/GEYER	0.00	25.37
1011 4290			U.S.BANK				TREE LIGHT/HURTADO	0.00	25.40
1011 4290	27 01/29/2	5 00010474	U.S.BANK	CORPORATE	PAYME	275140	CRAFTS/DECOR/MARTINEZ	0.00	25.84
1011 4290	27 01/29/2	5 00010474	U.S.BANK	CORPORATE	PAYME	650303	LAPTOP CASE/NGUYEN	0.00	25.85
1011 4290		5 00010474	U.S.BANK	CORPORATE	PAYME	171710	FUEL/TRF MOTOR/COLON	0.00	26.00
1011 4290			U.S.BANK				DURAFLEX PLANR/DAHL	0.00	26.07
1011 4290			U.S.BANK				FUEL/MOTORCYCLE/VU	0.00	26.52
1011 4290			U.S.BANK				ELECT CHG VEH/GEYER	0.00	26.67
1011 4290			U.S.BANK				FUEL/MOTORCYCLE/VU	0.00	26.94
1011 4290			U.S.BANK				A.BRWN RET SUP/GUERRA	0.00	27.45
1011 4290			U.S.BANK				FUEL/TRF MOTOR/COLON	0.00	27.87
1011 4290			U.S.BANK				XMAS EVNT/GUERRA	0.00	244.57
1011 4290			U.S.BANK				ONLIN WTR GTWY/HYUN	0.00	250.70
1011 4290			U.S.BANK				CNCL MTG FLOWER/LOPEZ	0.00	263.99
1011 4290 1011 4290			U.S.BANK U.S.BANK				COUNCIL FOOD/GUERRA XMAS EVNT/SUPL/GUERRA	0.00 0.00	264.80 279.93
1011 4290			U.S.BANK				KBF HOST MEDIA/DIEZ	0.00	285.70
1011 4290			U.S.BANK				HOTEL CALSAE CF/DIEZ	0.00	317.48
1011 4290			U.S.BANK				LADIE LUN SUP/BADILLO	0.00	318.36
1011 4290			U.S.BANK				ASCE MBRSHP/MIKHAEL	0.00	321.00
1011 4290			U.S.BANK				MICROSFT SURF/MIKIEWI	0.00	355.56
1011 4290			U.S.BANK				OFS PRINTER/COLES-GUZ	0.00	365.27
1011 4290			U.S.BANK				SWR PLUG TOOL/LIBUNAO	0.00	370.39
1011 4290			U.S.BANK				KBF HOST MEDIA/DIEZ	0.00	380.67
1011 4290			U.S.BANK				KBF HOST MEDIA/DIEZ	0.00	380.67
1011 4290	27 01/29/2	5 00010474	U.S.BANK	CORPORATE	PAYME	995100	KBF HOST MEDIA/DIEZ	0.00	380.67
1011 4290		5 00010474	U.S.BANK	CORPORATE	PAYME	160105	BEST AWARD LUN/MIKHAE	0.00	391.52
1011 4290			U.S.BANK				DEPT XMAS CARDS/NUNES	0.00	395.02
1011 4290			U.S.BANK				CAMERA RENT/FEWER	0.00	400.00
1011 4290			U.S.BANK				SOCALCNF/PBICLCNF/DP	0.00	400.00
1011 4290			U.S.BANK				NEW LAW CAR/BADILLO	0.00	418.02
1011 4290			U.S.BANK				NO PK SIGNS/PORTER	0.00	452.00
1011 4290			U.S.BANK				TRASH CANS/FOULKES	0.00	462.61
1011 4290			U.S.BANK				HVAC MOTORS/LIBUNAO	0.00	479.54
1011 4290 1011 4290			U.S.BANK				EIG MO CHG/DIEZ	0.00	489.00
1011 4290			U.S.BANK				HI RISE DESK/MIKIEWIC CIVICWEL FRANCO/LOPEZ	0.00 0.00	600.18 650.00
1011 4290			U.S.BANK U.S.BANK				CIVICWEL FRANCO/LOPEZ CIVICWELL/HOQUE/LOPEZ	0.00	650.00
1011 4290			U.S.BANK				CIVICWELL/SONNE/LOPEZ	0.00	650.00
1011 4290			U.S.BANK				CIVICWELL/J.AHN/LOPEZ	0.00	650.00
1011 4290			U.S.BANK				CIVICWELL/TRAUT/LOPEZ	0.00	650.00
1011 4290			U.S.BANK				LEAG CA/HOQUE/JIMENEZ	0.00	675.00
1011 4290			U.S.BANK				LEAG CA/FRANCO/JIMENE	0.00	675.00
1011 4290			U.S.BANK				NEW LAW HOTEL/BADILLO	0.00	792.12
1011 4290			U.S.BANK				TV CM CF RM/FRANCE	0.00	867.99
1011 4290			U.S.BANK				A.BRWN RET FOOD/GUERR	0.00	958.23
1011 4290		5 00010474	U.S.BANK	CORPORATE	PAYME	650208	ONLINE TRG/BAILEY	0.00	995.00
1011 4290			U.S.BANK				ANN PL BLDG/MESHRAM	0.00	1,251.00
1011 4290	27 01/29/2	5 00010474	U.S.BANK	CORPORATE	PAYME	101101	VALLEY LODGE/LOPEZ	0.00	1,349.12

SELECTION CRITERIA: transact.trans_date between '20250116 00:00:00.000' and '20250129 00:00:00.000' ACCOUNTING PERIOD: 7/25

CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	ACTIVITY	DESCRIPTION	SALES TAX	AMOUNT
1011 429027	01/29/25 0001047	4 U.S.BANK CORPORATE PAYM	IE 650402	PATROL TRG/NGUYEN	0.00	1,390.91
1011 429027	01/29/25 0001047	4 U.S.BANK CORPORATE PAYM	IE 101101	DEPOS XMAS FOOD/GUERR	0.00	1,600.94
1011 429027	01/29/25 0001047	4 U.S.BANK CORPORATE PAYM	IE 11	LADIE LUN VENUE/LOPEZ	0.00	1,801.30
1011 429027	01/29/25 0001047	4 U.S.BANK CORPORATE PAYM	IE 650407	HSE SWAT/DIERINGER	0.00	1,921.45
1011 429027	01/29/25 0001047	4 U.S.BANK CORPORATE PAYM	IE 101101	FOOD XMAS EVT/GUERRA	0.00	2,266.00
1011 429027	01/29/25 0001047	4 U.S.BANK CORPORATE PAYM	IE 731105	PROMO BRAND/COLES-GUZ	0.00	3,027.40
1011 429027	01/29/25 0001047	4 U.S.BANK CORPORATE PAYM	IE 105105	ADOBE MO SUBS/MEDINA	0.00	29.99
1011 429027	01/29/25 0001047	4 U.S.BANK CORPORATE PAYM	IE 101101	OC DIV MT/J.AHN/LOPEZ	0.00	30.00
1011 429027	01/29/25 0001047	4 U.S.BANK CORPORATE PAYM	IE 352363	CORD ADAPTOR/MCGEE	0.00	31.24
1011 429027		4 U.S.BANK CORPORATE PAYM		GAMES/PRIZES/SANCHEZ-	0.00	32.31
1011 429027		4 U.S.BANK CORPORATE PAYM		EV CHARGE/NGUYEN	0.00	32.92
1011 429027		4 U.S.BANK CORPORATE PAYM		EV CHARGING/NGUYEN	0.00	33.01
1011 429027		4 U.S.BANK CORPORATE PAYM		TRGET/OFFICE SUPPL/RV	0.00	33.08
1011 429027		4 U.S.BANK CORPORATE PAYM		CM CAR WASH/FRANCE	0.00	35.00
1011 429027		4 U.S.BANK CORPORATE PAYM		NEW LAW DINNR/BADILLO	0.00	36.25
1011 429027		4 U.S.BANK CORPORATE PAYM		UBER CALSAE CF/DIEZ	0.00	36.69
1011 429027		4 U.S.BANK CORPORATE PAYM		UBER CALSAE CF/DIEZ	0.00	36.97
1011 429027		4 U.S.BANK CORPORATE PAYM		CCLAND SUPLY/DAVIS	0.00	37.92
1011 429027		4 U.S.BANK CORPORATE PAYM		LADIE LUN SUP/BADILLO	0.00	38.78
1011 429027		4 U.S.BANK CORPORATE PAYM		OFFICE SUPL/MIKHAEL	0.00	39.98
1011 429027		4 U.S.BANK CORPORATE PAYM		TARGET/SRACTCLERK/DP	0.00	40.00
1011 429027 1011 429027		4 U.S.BANK CORPORATE PAYM 4 U.S.BANK CORPORATE PAYM		LAPTOP CABLES/NGUYEN A.BROWN RET EVT/LOPEZ	0.00 0.00	40.92 41.97
1011 429027		4 U.S.BANK CORPORATE PATH		GRINCH DECOR/HURTADO	0.00	43.08
1011 429027		4 U.S.BANK CORPORATE PATH		GSUITE SUBS/COPPING	0.00	43.20
1011 429027		4 U.S.BANK CORPORATE PAYM		WATER/UTENSIL/WILLIAM	0.00	43.70
1011 429027		4 U.S.BANK CORPORATE PAYM		LADIES LUN SUP/GUERRA	0.00	44.22
1011 429027		4 U.S.BANK CORPORATE PAYM		XMAS EVNT SUP/GUERRA	0.00	44.42
1011 429027		4 U.S.BANK CORPORATE PAYM		CRAFTS DECOR/MATINEZ	0.00	44.43
1011 429027		4 U.S.BANK CORPORATE PAYM		CRAFTS/DECOR/MARTINEZ	0.00	45.21
1011 429027		4 U.S.BANK CORPORATE PAYM		TREE LIGHT/HURTADO	0.00	47.38
1011 429027		4 U.S.BANK CORPORATE PAYM		HOUSING DOC/PINEDO	0.00	48.00
1011 429027	01/29/25 0001047	4 U.S.BANK CORPORATE PAYM	IE 101101	A.BRWN RET EVT/JIMENE	0.00	48.54
1011 429027		4 U.S.BANK CORPORATE PAYM		LAX PK CALSAE CF/DIEZ	0.00	50.00
1011 429027		4 U.S.BANK CORPORATE PAYM		CHIEF CF RM SUPL/COTA	0.00	56.06
1011 429027		4 U.S.BANK CORPORATE PAYM		FUEL/CM VEH/FRANCE	0.00	56.60
1011 429027		4 U.S.BANK CORPORATE PAYM		XMAS LUN SUPL/HURTADO	0.00	56.87
1011 429027		4 U.S.BANK CORPORATE PAYM		XMAS EVNT/JIMENEZ	0.00	57.74
1011 429027		4 U.S.BANK CORPORATE PAYM		LADIE LUN SUP/BADILLO	0.00	57.82
1011 429027		4 U.S.BANK CORPORATE PAYM		LAMIN SHEETS/MANCILLA	0.00	58.19
1011 429027 1011 429027		4 U.S.BANK CORPORATE PAYM		COOKIE SOC SUP/AVEREL	0.00	58.57 59.40
1011 429027		4 U.S.BANK CORPORATE PAYM 4 U.S.BANK CORPORATE PAYM		20"CONTAINER/WILLIAMS	0.00 0.00	59.40
1011 429027		4 U.S.BANK CORPORATE PATH		AMMO/NIBIN TST/BAILEY ADOBE MO SUBS/COPPING	0.00	59.99
1011 429027		4 U.S.BANK CORPORATE PAYM		TREE LIGHT/HURTADO	0.00	60.28
1011 429027		4 U.S.BANK CORPORATE PAYM		XMAS CARDS/CHAVEZ	0.00	62.06
1011 429027		4 U.S.BANK CORPORATE PAYM		FEDDOTD&ACHECK/EF	0.00	62.50
1011 429027		4 U.S.BANK CORPORATE PAYM		XMAS EVENT/BADILLO	0.00	64.54
1011 429027		4 U.S.BANK CORPORATE PAYM		US FLAG/FUNERL/BAILEY	0.00	66.33
1011 429027		4 U.S.BANK CORPORATE PAYM		HOLIDAY DECOR/BOX	0.00	69.63
1011 429027	01/29/25 0001047	4 U.S.BANK CORPORATE PAYM	IE 11	LADIE LUN SUP/BADILLO	0.00	70.03
1011 429027	01/29/25 0001047	4 U.S.BANK CORPORATE PAYM	IE 650302	POSTAGE/COTA	0.00	73.00

SELECTION CRITERIA: transact.trans_date between '20250116 00:00:00.000' and '20250129 00:00:00.000' ACCOUNTING PERIOD: 7/25

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME			ACTIVITY	DESCRIPTION	SALES TAX	AMOUNT
1011	429027	01/29/25	00010474	U.S.BANK	CORPORATE	PAYME	275105	STAFF MTG/CHAVEZ	0.00	73.32
1011	429027				CORPORATE			HDMI DISPL CAB/MIKIEW	0.00	73.52
1011	429027				CORPORATE			LADIES LUN SUP/GUERRA	0.00	73.54
1011	429027	01/29/25	00010474	U.S.BANK	CORPORATE	PAYME	170670	CONT CLEANER/LIBUNAO	0.00	75.44
1011	429027	01/29/25	00010474	U.S.BANK	CORPORATE	PAYME	11	LADIE LUN SUP/BADILLO	0.00	77.56
1011	429027	01/29/25	00010474	U.S.BANK	CORPORATE	PAYME	650208	CHIEF ADV MTG-24/COTA	0.00	80.50
1011	429027				CORPORATE			CNCL SPEC ITEM/LOPEZ	0.00	81.88
1011	429027				CORPORATE			LADIE LUN SUP/BADILLO	0.00	86.33
1011	429027				CORPORATE			POSTAGE/COTA	0.00	87.60
1011	429027				CORPORATE			OFS SUPL/GUERRA	0.00	89.46
1011	429027				CORPORATE			LADIE LUN SUP/BADILLO	0.00	90.19
1011	429027				CORPORATE			TREE LIGHT SUPL/DAVIS	0.00	94.56
1011 1011	429027 429027				CORPORATE			MANHOLE/MEAL/MOORE	0.00	99.22
1011	429027				CORPORATE			GRINCH DECOR/HURTADO	0.00	100.83
1011	429027				CORPORATE CORPORATE			TOBACCO AD/FEWER CPS/SRCSL/GC	$0.00 \\ 0.00$	$ 101.68 \\ 75.00 $
1011	429027				CORPORATE			CMO LUNCH/KENNEDY	0.00	113.34
1011	429027				CORPORATE			CMO LUNCH/KENNEDY	0.00	126.49
1011	429027				CORPORATE			OFFICE SUPL/COLES-GUZ	0.00	104.88
1011	429027				CORPORATE			PW EMP LUNCH/HUNT	0.00	105.16
1011	429027				CORPORATE			LADIES EVNT/JIMENEZ	0.00	107.74
1011	429027				CORPORATE			TOOL BIT PTS/PORTER	0.00	111.41
1011	429027				CORPORATE			CHIEF CF RM SUPL/COTA	0.00	111.76
1011	429027	01/29/25	00010474	U.S.BANK	CORPORATE	PAYME	650405	DOGFOOD/ADAM WILLIAMS	0.00	113.01
1011	429027	01/29/25	00010474	U.S.BANK	CORPORATE	PAYME	650405	DOGFOOD ADAM/WILLIAMS	0.00	113.01
1011	429027	01/29/25	00010474	U.S.BANK	CORPORATE	PAYME	352363	IPAD REPAIR/MCGEE	0.00	119.00
1011	429027				CORPORATE			TRAUT ACCESS/JIMENEZ	0.00	119.88
1011	429027				CORPORATE			PD CLOUD STORE/NUNES	0.00	119.88
1011	429027				CORPORATE			XMAS EVNT SUPL/GUERRA	0.00	119.97
1011	429027				CORPORATE			COOKIE SOC SUP/AVEREL	0.00	121.88
1011	429027				CORPORATE			LADIE LUN SUP/BADILLO	0.00	127.82
1011	429027 429027				CORPORATE			USB FLSH DR/MIKIEWICZ	0.00	129.20 129.29
1011 1011	429027				CORPORATE CORPORATE			COUNCIL ITEM/JIMENEZ EMG SUPPLIES/PINEDO	0.00 0.00	133.21
1011	429027				CORPORATE			RED CARPET/MARTINEZ	0.00	140.00
1011	429027				CORPORATE			TANIGUCHI/DIERINGER	0.00	142.00
1011	429027				CORPORATE			ESQUITINI/DIERINGER	0.00	142.00
1011	429027				CORPORATE			A.BRWN RET SUP/GUERRA	0.00	142.04
1011	429027				CORPORATE			LEAF BLOWER/BAILEY	0.00	145.83
1011	429027				CORPORATE			LES LETHAL PT/DIERING	0.00	146.14
1011	429027				CORPORATE			XMAS EVNT/GUERRA	0.00	150.75
1011	429027	01/29/25	00010474	U.S.BANK	CORPORATE	PAYME	650404	TANIGUCHI/DIERINGER	0.00	152.00
1011	429027				CORPORATE			ESQUETINI/DIERINGER	0.00	152.00
1011	429027				CORPORATE			EQUIP FREIGHT/DIERING	0.00	161.04
1011	429027				CORPORATE			XMAS EVT SUPL/GUERRA	0.00	161.50
1011	429027				CORPORATE			LADIES LUN SUP/GUERRA	0.00	161.73
1011	429027				CORPORATE			HOTEL DEPOSIT/COPPING	0.00	162.13
1011	429027				CORPORATE			CRAFTS/DECOR/MARTINEZ	0.00	163.72
1011 1011	429027 429027				CORPORATE			GRINCH DECOR/HURTADO	0.00 0.00	166.23 170.75
1011	429027				CORPORATE CORPORATE			LIGHT NECKLAC/SAUCEDA NAT.ELECT CODE/MESHRA	0.00	175.09
1011	429027				CORPORATE			TRG CLASS/DIERINGER	0.00	188.58
-0	123021	51/25/25	00010474	0.5.BANK	CONTONATE	ATHE	030200	ING CLASS/DIENINGER	0.00	100.00

CITY OF BUENA PARK CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.trans_date between '20250116 00:00:00.000' and '20250129 00:00:00.000' ACCOUNTING PERIOD: 7/25

CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	ACTIVITY	DESCRIPTION	SALES TAX	AMOUNT
1011 429027 1011 429027 1011 429027 1011 429027 1011 429027 1011 429027 1011 429027 1011 429027 1011 429027 1011 429027 1011 429027 1011 429027 1011 429027 1011 429027 1011 429027 1011 429027	01/29/25 0001047 01/29/25 0001047 01/29/25 0001047 01/29/25 0001047 01/29/25 0001047 01/29/25 0001047	4 U.S.BANK CORPORATE PAYME 4 U.S.BANK CORPORATE PAYME	101101	LADIE LUN SUP/BADILLO NUTS/BOLTS WKSP/LOPEZ GAMES/PRIZES/SANCHEZ- COFFEE URN/HURTADO CCLAND SUPL/DAVIS A.JIMENEZ RENEW/GUERR TEA/JIMEN/AHN/LOPEZ KNTSRST/PRINPLANCK/GC	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ \end{array}$	191.35 200.00 203.13 213.33 223.64 235.00 240.00 165.99 43,506.20
1011 429028	01/29/25 1000886	7 UNITED STATES POSTAL SER	632110	PMT#196 / PMT#104000	0.00	350.00
1011 429029	01/29/25 1001408	0 BIREN VADECHS	11	REF/DEPOSIT RT#R10967	0.00	500.00
1011 429030	01/29/25 1000663	4 VAN DE POL ENTERPRISES,	171710	OIL	0.00	2,190.78
1011 429031	01/29/25 1001404	7 VAVREK, EMILY JEAN	52	UB REFUND	0.00	107.59
1011 429032	01/29/25 1000888	1 VOHNE LICHE KENNELS, INC	650405	MO MT TRAINING/DEC-24	0.00	400.00
1011 429033	01/29/25 1001021	9 EDNA WAN	11	REF/DEPOSIT RT#R10918	0.00	500.00
1011 429034 1011 429034 TOTAL CHECK	01/29/25 1001407	4 WATER HEATER WAREHOUSE 4 WATER HEATER WAREHOUSE	170670	REPL WATER HEATERS WATER HEATER REPL	$0.00 \\ 0.00 \\ 0.00$	5,721.50 2,812.00 8,533.50
1011 429035 1011 429035 1011 429035 1011 429035 1011 429035 1011 429035 1011 429035 1011 429035 1011 429035 1011 429035 TOTAL CHECK	01/29/25 0000014 01/29/25 0000014 01/29/25 0000014 01/29/25 0000014 01/29/25 0000014	2 WAXIE SANITARY SUPPLY, I 2 WAXIE SANITARY SUPPLY, I 2 WAXIE SANITARY SUPPLY, I 2 WAXIE SANITARY SUPPLY, I 2 WAXIE SANITARY SUPPLY, I	11 11 11 11 11	DOGGIE WALK BAGS TISSUE FACIAL 2PLY WHI DEODORANT AIR FRESHENE INSECTICIDE SPRAY ALL RV TOILET TISSUE 80 PE	254.32 17.47 20.02 25.16 95.36 412.33	3,535.72 242.92 278.38 349.86 1,325.86 5,732.74
1011 429036 1011 429036	01/29/25 1001401 01/29/25 1001401	2 WELLS FARGO FINANCIAL LE 2 WELLS FARGO FINANCIAL LE	650302 275305 998100 631140 731120 731150 732071 997100 352267 126120 121110 275105 115110	COPIER 01/20-02/19/25 COPIER 01/20-02/19/25	$\begin{array}{c} 0.00\\$	$\begin{array}{c} 1,050.00\\ 1,131.95\\ 12.00\\ 32.00\\ 44.00\\ 44.00\\ 55.00\\ 65.00\\ 160.00\\ 185.00\\ 190.00\\ 220.00\\ 300.00\\ 300.00\\ 3,832.95 \end{array}$
1011 429037	01/29/25 0000014	0 WEST COAST SAND & GRAVEL	352363	BASE/BACKFILL	0.00	1,635.67

CITY OF BUENA PARK CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.trans_date between '20250116 00:00:00.000' and '20250129 00:00:00.000' ACCOUNTING PERIOD: 7/25

CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	ACTIVITY	DESCRIPTION	SALES TAX	AMOUNT
1011 429038 1011 429038 TOTAL CHECK		WILD RIVERS WATERPARK SP WILD RIVERS WATERPARK SP		50% DEPOSIT 1 OF 2 DEPOSIT/SUM DAY CAMP	$0.00 \\ 0.00 \\ 0.00$	920.00 1,000.00 1,920.00
1011 429039	01/29/25 10004131	WM CURBSIDE, LLC	460220	HAZ WASTE/DEC-24	0.00	500.00
1011 429040	01/29/25 10009222	XEROX CORPORATION	275305	SENIOR CTR COPIER	0.00	182.10
1011 429041 1011 429041 TOTAL CHECK		YARDLEY ORGILL CO., INC. YARDLEY ORGILL CO., INC.		REPAIR CLAMP REPAIR CLAMP	$0.00 \\ 0.00 \\ 0.00$	410.71 1,461.18 1,871.89
1011 429042 1011 429042 TOTAL CHECK	01/29/25 10011660 01/29/25 10011660		560230 560230	EXTRA SIG MT/DEC-24 EXTRA SIG MT/DEC-24	$0.00 \\ 0.00 \\ 0.00$	2,054.14 8,188.05 10,242.19
1011 v429043	01/29/25 10009226	MERCY HOUSE LIVING CENTE	106131	NAV.SHELTER/FEB-25	0.00	304,122.40
TOTAL CASH ACCOUNT					3,288.88	1,811,455.56
TOTAL FUND					3,288.88	1,811,455.56
TOTAL REPORT					3,288.88	1,811,455.56

Voided Check Numbers	Date Printed
Numbers 428823 429000 429017 429018 429019 429020 429021 429022	<u>Printed</u> 1/29/2025
429023 429024 429025 429026	

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF \$20,283.26 COVERING RETIREE PAYROLL ENDING NOVEMBER 30, 2024.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37208 of the Government Code, the Director of Finance or his designated representative hereby certifies to the accuracy of the following demands and to the availability of funds for payment thereof.

Director of Finance

SECTION 2: The claims and demands in the sum of \$20,283.26, set forth on the 2-page register attached to this resolution and made a part here of have been audited as required by law and are hereby allowed in the amount set forth.

PASSED AND ADOPTED this _____ day of _____ 2025 by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mayor

City Clerk

RESOLUTION NO. _____ Page 2

I hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this _____ day of _____ 2025.

City Clerk

CITY OF BUENA PARK CHECK REGISTER(CONCISE)

PAGE NUMBER: 1 PAYREP83

SELECTION CRITERIA: checkhis.pay_run='MVR' ALL CHECKS

PAYRUN: MVR DATE: 01/21/2025

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	EMPLOYEE BEVINS, RONALD CHESSEN, DONNA DENNY, JOHNNIE EERNISSE, NOLA FAIRMAN, ERIC GONZALES, ROBERT HAMBY, PAUL JACKSON, GARY KIMERY, ERIC MACTS, NORMA	ID NUMBER
382312	.00	3.00		REVITINS RONALD	9413
382313	.00	3.00		CHESSEN DONNA	9428
382314	.00	153.00		DENNY JOHNNIE	9440
382315	.00	3.00		FERNITSSE NOLA	9448
382316	.00	153.00		EATRMAN ERTC	9451
382317	.00	153.00		GONZALES ROBERT	9461
382318	.00	3.00		HAMRY PAUL	9466
382319	.00	153.00		JACKSON GARY	9482
382320	.00	153.00		KTMERY, FRTC	9012
382321	.00	3.00		MACTS, NORMA	9504
382322	.00	3.00		MAYS, MARY	9677
382323	.00	153.00		MCCAY, DONALD	9517
382324	.00	43.00		KIMERY, ERIC MACIS, NORMA MAYS, MARY MCCAY, DONALD ROBLES, AMPARO SCHWENGEL, LLOYD SIGLER, CAROL TRUJILLO, FRANK TUTHILL, LOREN WINNER, SAMUEL WYMAN GUADAL UPF	9550
382325	.00	153.00		SCHWENGEL. LLOYD	9558
382326	.00	3.00		SIGLER. CAROL	9620
382327	.00	15.00		TRUJILLO. FRANK	9663
382328	.00	151.00		TUTHILL, LOREN	9581
382329	.00	3.00		WINNER, SAMUEL	9589
382330	.00	86.00		WYMAN, GUADALUPE	9592
v382331	15.00	.00		AGUIRRE, RICHARD	9624
V382332	263.00	.00		BANKS TAMRA	9687
V382333	15.00	.00		BECKER, LLOYD BERRY, STEVE BISERNC, KRISTOPHER	9409
v382334	151.00	.00		BERRY, STEVE	9682
v382335	167.79	.00		BISBING, KRISTOPHER	9675
v382336	153.00	.00		BISBING, KRISTOPHER BORREGARD, MICHAEL	9416
v382337	153.00	.00		BRANUM, TERRY	9418
V382338	1,441.88	.00		CARNEY, PATRICK CIAMPA, LISA	9014
V382339	43.00	.00		CIAMPA, LISA	9429
V382340	151.00	.00		CIAMPA, LISA CISNEROS, RUDY CLARK, LAURENCE CONN, SANDRA COX, BARBARA CRISP, BEVERLY DASCENZI, PHILLIP DESOUCY DO OPES	9625
V382341	43.00	.00		CLARK, LAURENCE	9430
V382342	308.00	.00		CONN, SANDRA	9676
V382343	43.00	.00		COX, BARBARA	9435
V382344	3.00	.00		CRISP, BEVERLY	9612
V382345	153.00	.00		DASCENZI, PHILLIP	9438
V382346	43.00	.00		DESOUCT, DOLOKES	9441
V382347	153.00	.00		DIXON, JAMES	9442
V382348	153.00	.00		DOCK, HENRY	9443
V382349	151.00 712.14	.00 .00		FONCECA, ARTHUR	9456
V382350				FORSYTH, RICHARD	9680
V382351 V382352	153.00 308.00	.00		FROST, FRANK	9458 9651
V382353	174.00	.00 .00		HAINLEY, LAWRENCE	9662
v382354	153.00	.00		HENEIN, NABIL	9627
V382355	153.00	.00		HESTER, KATHLEEN	9627 9475
V382356	263.00	.00		HICKEN, GARY HOLGUIN, ALEXANDER	9604
V382357	151.00	.00		JACKSON, TERESA	9628
V382358	153.00	.00		JONES, MICHAEL	9656
V382359	43.00	.00		JONES, SHIRLEY	9486
V382360	151.00	.00		JONES, WILLIAM	9485
V382361	43.00	.00		KELLY, ANDREA	9661
	13.00	.00			200T

CITY OF BUENA PARK CHECK REGISTER(CONCISE)

PAGE NUMBER: PAYREP83 2

SELECTION CRITERIA: checkhis.pay_run='MVR' ALL CHECKS

V382362 V382363 V382364 V382365		153.00 43.00 989.86 3.00	.00 .00 .00 .00	KIRBY, GEORGE KIRK, BRET KOHANEK, WILLIAM KYLE, LESLIE	9488 9490 9669 9493
V382366 V382367		153.00 15.00	.00 .00	LININGER, RODNEY LITCHFIELD, WILLIAM	9497 9630
V382368 V382369		$151.00 \\ 1,441.88$.00 .00	LOEHR, LOTHAR LOVCHIK, MICHAEL	9499 9684
v382370		43.00	.00	LOWRY, MARILYN	9501
V382371		153.00	.00	LUCENTI, THOMAS	9502
V382372		43.00	.00	MALOUFF, JOSEPHINE	9505
V382373		153.00	.00	MANNING, BRUCE	9506
V382374		43.00	.00	MARTIN, GLORIA	9508
V382375		43.00	.00	MARTINEZ, DAVID	9649
V382376		153.00	.00	MARTINEZ, MANUEL	9667
V382377 V382378		153.00 15.00	.00 .00	MCNEILLY, MICHAEL	9522 9523
V382378 V382379		153.00	.00	MEALER, JAMES MONSON, THOMAS	9638
V382380		308.00	.00	MOTE, ROBERT	9600
v382381		2,093.07	.00	PELTON, GREGORY	9699
V382382		153.00	.00	POTTER, BRUCE	9541
V382383		153.00	.00	POWELL, ROGER	9672
V382384		43.00	.00	REDDICK, SUZANNE	9655
V382385		151.00	.00	RILEY, MARGARET	9681
V382386		43.00	.00	ROGERS, REGINA	9631
V382387		49.00	.00	ROONEY, MARIAN	9622
V382388 V382389		153.00 15.00	.00 .00	SANDERS, DARYL	9553 9658
V382390		153.00	.00	SANDOVAL, SANTIAGO SCHOALES, JAMES	9555
v382391		43.00	.00	SELLS, ROBIN	9659
v382392		43.00	.00	SHEARN, WYNNETTE	9641
V382393		994.50	.00	SIANEZ, COREY	9690
V382394		153.00	.00	STEWARD, GREGORY	9572
V382395		153.00	.00	SWISHER, JOHN	9652
V382396		153.00	.00	SYLVESTER, DAVID	9574
V382397		15.00	.00	TEMPLETON, JOHN	9686
V382398		151.00	.00	TILTON, SHALICE	9683 9584
∨382399 ∨382400		153.00 739.30	.00 .00	WADELL, VERN WARSINSKI, RICKY	9584 9645
V382400 V382401		151.00	.00	WHITESIDE, JOHN	9668
V382402		43.00	.00	WHITLOCK, JOHN	9633
v382403		2,824.84	.00	WORRALL, GARY	9685
PAYRUN TOT					
CHECK:	92	18,893.26	1,390.00		
TOTAL	0.2	10 002 20	1 200 00		
CHECKS:	92	18,893.26	1,390.00		

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF \$1,020,845.50 COVERING REGULAR PAYROLL ENDING JANUARY 17, 2025

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37208 of the Government Code, the Director of Finance or his designated representative hereby certifies to the accuracy of the following demands and to the availability of funds for payment thereof.

Director of Finance

SECTION 2: The claims and demands in the sum of \$1,020,845.50 set forth on this 9-page register attached to this resolution and made a part hereof have been audited as required by law and are hereby allowed in the amount set forth.

PASSED AND ADOPTED this _____ day of _____ 2025 by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

RESOLUTION NO. _____ Page 2

I hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this _____ day of _____ 2025.

City Clerk

CITY OF BUENA PARK CHECK REGISTER(CONCISE)

PAGE NUMBER: 1 PAYREP83

SELECTION CRITERIA: checkhis.pay_run in ('MVT','MV2') ALL CHECKS

PAYRUN: MVT DATE: 01/14/2025

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	EMPLOYEE	ID NUMBER
382311	.00	1,899.96		MASUM, FAREEN	448
PAYRUN TOTAL CHECK: 1	.00	1,899.96			

CITY OF BUENA PARK CHECK REGISTER(CONCISE)

PAGE NUMBER: 2 PAYREP83

SELECTION CRITERIA: checkhis.pay_run in ('MVT','MV2') ALL CHECKS

PAYRUN: MV2 DATE: 01/24/2025

	ECK MBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	GARCIA, ADRIAN PEREZ, JESSICA TOMASSETTI, JEEVANI COPPING, SARA DIAZ, MICHELLE ENGLEBRECHT, BRIDGET FEWER, JESSICA FRANCE, AARON MCKINNEY, KENNETH MEDINA, YARETZA MUNOZ, MICHELLE NAUERT, NATHANIEL TEHRANI, AIDIN AHN, JOYCE FRANCO-HERNANDEZ, CARLOS HOQUE, LAMIYA SONNE, SUSAN TRAUT, CONNOR ALMQUIST, ANNA PATRICIA GUERRA, SARAH JIMENEZ, ADRIA KIRK, RALPH LOPEZ, ANGELICA CASTRO, GWENDOLYNE FENTON, EDWARD KERN, DONNA MIRANDA, MARILU PREVO, DOREKA VALDEZ, REBECCA BUENROSTRO, PATRICIA GLAVIN, BARBARA HERNANDEZ, GLORIA HYUN, SUNG KIM, MIN LOVEJOY, REBEKAH OZAKI, GRACE PAK, TIMOTHY TRAN, KRYSTLE AVERELL, MARK COLES-GUZMAN, MARY KENNEDY, SEAN CULL, ROBERT FLORES, CHRISTOPHER GUZMAN, FEDERICO LESTER, ALEXANDER MACIAS, JUDITH MAYORQUIN, RAYMUNDO TART, ANDRE ALVAREZ, JOSHUA CASTANEDA, GUADALUPE	ID NUMBER
V38	82404	4,078.09	.00		GARCIA, ADRIAN	1700
V38	82405	2,717.37	.00		PEREZ, JESSICA	4111
V3	82406	2,501.51	.00		TOMASŚETTI. JEEVANI	5623
	82407	4,243,40	.00		COPPING. SARA	951
	82408	1,229,16	.00		DTAZ, MTCHFLLF	419
	82409	2,369,95	.00		ENGLEBRECHT, BRIDGET	261
	82410	3 004 32	00		EFWER JESSTCA	580
	82411	7 230 34	.00		FRANCE AARON	1650
	82412	213 30	.00		MCKINNEY KENNETH	552
	82413	2 621 41	.00		MEDINA YARETZA	8
	82414	588 62	.00		MUNOZ MICHELLE	440
	82415	982.40	.00		NAUERT NATHANTEI	442
	82416	213 30	.00		TEHRANT ATDIN	551
	82417	761 89	.00		AHN JOYCE	263
	82418	774.06	.00		FRANCO-HERNANDEZ CARLOS	566
	82419	660 31	.00		HOOLE LAMIYA	412
	82420	526 77	.00		SONNE SUSAN	5161
	82421	558 90	.00		TRAUT CONNOR	5399
	82422	2 789 12	.00		ALMOUTST ANNA PATRICIA	168
	82423	1 833 52	.00		GUERRA SARAH	1470
	82424	5 505 04	.00		ITMENEZ ADRIA	2297
	82425	1 136 07	.00		KTRK RALPH	384
	82426	1 982 94	.00		LOPEZ ANGELTCA	2928
	82427	2,933,71	.00		CASTRO, GWENDOLYNE	503
	82428	6,513,01	.00		FENTON, EDWARD	1564
	82429	1.823.36	.00		KERN. DONNA	2574
	82430	2,798,97	.00		MIRANDA. MARILU	447
	82431	2,675.30	.00		PREVO. DOREKA	390
V38	82432	3,562.82	.00		VALDEZ, REBECCA	5490
V38	82433	1,725.72	.00		BUENROSTRO, PATRICIA	227
V38	82434	1,187.31	.00		GLAVIN, BARBARA	1768
V38	82435	2,011.73	.00		HERNANDEZ, GLORIA	2092
V38	82436	6,815.85	.00		HYUN, SUNĠ	2248
V38	82437	2,298.46	.00		KIM, MIN	2584
V38	82438	2,256.72	.00		LOVÉJOY, REBEKAH	76
V38	82439	1,047.20	.00		OZAKI, GRACE	3881
V38	82440	2,072.64	.00		PAK, TIMOTHY	3955
V38	82441	1,930.64	.00		TRAN, KRYSTLE	242
V38	82442	4,262.23	.00		AVERELL, MARK	272
V38	82443	2,385.00	.00		COLES-GUZMAN, MARY	950
V38	82444	2,246.64	.00		KENNEDY, SEAN	111
V38	82445	4,579.98	.00		CULL, ROBERT	1012
V38	82446	2,091.18	.00		FLORES, CHRISTOPHER	464
	82447	1,291.07	.00		GUZMAN, FEDERICO	1918
	82448	4,078.09 2,717.37 2,501.51 4,243.40 1,229.16 2,369.95 3,004.32 7,230.34 213.30 2,621.41 588.62 982.40 213.30 761.89 774.06 660.31 526.77 558.90 2,789.12 1,833.52 5,505.04 1,136.07 1,982.94 2,933.71 6,513.01 1,823.36 2,798.97 2,675.30 3,562.82 1,725.72 1,87.31 2,011.73 6,815.85 2,298.46 2,256.72 1,047.20 2,072.64 1,930.64 4,262.23 2,385.00 2,246.64 4,579.98 2,091.18 1,291.07 2,813.56 1,843.05 2,523.49 2,718.36 2,788.36	.00		LESTER, ALEXANDER	2868
	82449	1,843.05	.00		MACIAS, JUDITH	2996
	82450	2,523.49	.00		MAYORQUIN, RAYMUNDO	221
	82451	2,718.36	.00		TART, ANDRE	5235
	82404 82405 82407 82408 82409 82410 82411 82412 82413 82414 82415 82416 82417 82416 82417 82418 82419 82420 82420 82421 82422 82423 82424 82425 82426 82427 82428 82426 82427 82428 82429 82430 82431 82432 82432 82434 82435 82436 82437 82438 82439 82430 82431 82432 82434 82435 82436 82437 82438 82439 82440 82441 82442 82443 82443 82444 82445 82446 82447 82448 82445 82446 82447 82448 82449 82445 82446 82447 82448 82447 82448 82449	2,783.90			ALVAREZ, JOSHUA	458
V3	82453	938.77	.00		CASTANEDA, GUADALUPE	280

CITY OF BUENA PARK CHECK REGISTER(CONCISE)

V382454	2,331.47	.00	CASTELLANOS CARLOS	515
	2,331.47		CASTELLANOS, CARLOS	
V382455	2,401.50	.00	CATALDO, JOHN	766
V382456	2,066.69	.00	DAVIS-VALENTINE, SUZANNE	1085
v382457	1,099.02	.00	DINH, MICHELLE	433
V382458	1,099.02 6,273.99 3,746.04	.00	DAVIS-VALENTINE, SUZANNE DINH, MICHELLE FOULKES, MATTHEW LUNA, HARALD	9
v382459	3 746 04	.00		264
v382460	2 800 04	.00	MCALEESE TAN	159
	2,800.04 4,451.15		MCALÉESE, IAN MESHRAM, SWATI NAVARRO, SANDRA SANCHEZ, VIVIANA	
V382461	4,451.15	.00	MESHRAM, SWATL	3321
V382462	3,194.55	.00	NAVARRO, SANDRA	93
V382463	619.96	.00	SANCHEZ, VIVIANA	4616
V382464	2.383.18	.00	SANTOS, RUTH	4640
v382465	1 795 06	.00	TAE, RAY	5196
	2,383.18 1,795.06 3,970.61 2,242.83 2,313.88	.00		536
V382466	2,242,82		THAI, LOTUS	
V382467	2,242.83	.00	ZAPIEN, ERNESTINE ARDAIZ, LANA	5777
V382468	2,313.88	.00	ARDAIZ, LANA	190
v382469	3,330.17	.00	DHAUW, MELISSA	1170
V382470	965.06	.00	PEREZ, ANTHONY	559
V382471	3,028.26	.00	SUAREZ, SARABETH	5169
	3,192.57	.00		91
V 302472	5,192.57		YOON, JIWON	
V382473	1,956.48	.00	BARR, LISA	366
V382474	3,192.57 1,956.48 3,338.27 5,766.70 5,186.87	.00	COTA, LORRAINE	954
V382475	5,766.70	.00	GEYER, BRADLEY	1692
V382476	5.186.87	.00	HONG, ALEX	2130
V382477	5,786.70 5,186.87 6,753.02	.00	NGUYEN, NGHIA	3755
V382478	6 867 46	.00		3813
	1 576 00		NUNES, FRANK	
V382479	1,576.90	.00	CHARNES, LANCE	783
V382480	6,867.46 1,576.90 7,999.80	.00	NUNES, FRANK CHARNES, LANCE DIERINGER, RYAN	1145
V382481	3./68.60	.00	JIMENEZ, ROBERT	352
V382482	2,911.61 3,030.94	.00	KIM, HYUN	328
V382483	3,030,94	.00		2790
v382484	287.46	.00	LAW, DAVID LOVCHIK, MICHAEL MIKIEWICZ, SIMON	6
	4,358.54		MICHAEL	
V382485	4,330.34	.00	MIKIEWICZ, SIMON	3360
V382486	2,351.85	.00		3705
V382487	2,351.85 2,140.16 5.958.29	.00	SEMAAN, NADIA SHADDOW, JON-MICHAEL ALCALA, BRITTANY	4740
V382488	5,958.29	.00	SHADDOW, JON-MICHAEL	4837
V382489	2,774.12	.00	ALCALA, BRITTANY	58
v382490	2,803.10	.00	BARAJAS, MAYRA	357
v382491	1,308.68	.00	BARRAZA, TAYLOR	501
V382492	2,078.73	.00	BINYON, ERIC	506
V382493	4,340.38	.00	BRANDSTETTER, JAMES	629
V382494	4,461.73	.00	BRANDSTETTER, JAMES BUTH, CATHERINE	561
v382495	3.198.84	.00	BUTH, CATHERINE CARPENTER, SCARLET CONN, SANDRA	1663
V382496	775.29	.00	CONN, SANDRA	961
v382497	611.92	.00	CORONADO, PERLA	553
V382498	682.88	.00	CODTEZ TODDES AMANDA	450
			CORTEZ TORRES, AMANDA	
V382499	462.94	.00	DIERINGER, REGINA	1515
V382500	2,855.79	.00	ESCOBEDO, STACEY	1530
V382501	3,756.17	.00	ESQUETINI, MARIA	1536
V382502	1,941.80	.00	HERNANDEZ, ISABELLA	112
v382503	755 59	.00	MADHAE, DEEPINDER	555
v382504	2,459.28	.00	MAERKER, ELIZABETH	3017
V382505	3,746.94 946.34 861 27	.00	MCGRATH, CODY	3220
V382506	946.34	.00	MENDOZA ESPINOZA, MYA	532
V382507	861.27	.00	MENDOZA HERNANDEZ, STEPHANIE	427
V382508	1,399.26	.00	ONTIVEROS, STEVEN	342
V382509	2,322.53	.00	PALMA CARDENAS, DIANA	3970
	,			

CITY OF BUENA PARK CHECK REGISTER(CONCISE)

PAGE NUMBER: 4 PAYREP83

v382510	823.40	.00		498
			PARRA, ANGEL	
V382511	1,195.74	.00	RODRIGUEZ VILLA, YARELI SAUCEDA, CATHLEEN	205
V382512	1,984.94	.00	SAUCEDA, CATHLEEN	4645
v382513	3,350.74	.00	SHERIFF, SAMANTHA	2096
v382514	875.36	.00	SILVERIO, SAMANTHA	497
v382515	3,552.28	.00	TANIGUCHI, MELISSA	5230
V382516	801.30	.00	VELLANOWETH. KRISTINE	217
v382517	696.58	.00	YBARRA DELTA	529
v382518	2,010.93	.00	ETORE KATE	1560
v382519	2 011 24	.00	FLOURA KARAN	516
V382520	2,011.24 2,454.55	.00	SAUCEDA, CATHLEEN SHERIFF, SAMANTHA SILVERIO, SAMANTHA TANIGUCHI, MELISSA VELLANOWETH, KRISTINE YBARRA, DELIA FIORE, KATE FLOHRA, KARAN FOX, CHARITY KUHN, MICHELLE	1641
	2,434.33		FUX, CHARITY	2720
V382521	681.35	.00	FOX, CHARITY KUHN, MICHELLE	2730
V382522		.00		2747
V382523	1,938.39	.00	LARA, KARON	103
V382524		.00	MENDIVEL, CHRISTINA	3299
v382525	2,117.38	.00	NGO, CATHERINE	3752
v382526	1,866.02	.00	PENDLETON, SUN	4080
v382527	1,705.28	.00	LARA, KARON MENDIVEL, CHRISTINA NGO, CATHERINE PENDLETON, SUN RAMIREZ, ARIANNA TENG LING-EFT	86
V382528	1,269.73	.00	TENG. LÍNG-EET	2871
v382529	2,007,50	.00	UMLAH AMBER	5435
v382530	5 155 82	.00	BATES PATRICK	378
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	0,434.90		DERNAL, DAVID	400
V382533	4,819.52	.00	BLACKWOOD, PHALANN	550
V382534	4,753.92	.00	BOURNE, CLIFFORD	5612
V382535	3,968.56	.00	BOYD, ROBERT	584
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v382541	3,586.05	.00	CERDA, SERGIO CHAVEZ, ALEJANDRO	240
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V382770	589.96	.00	SOLTERO, JESSE	177
v382771	313.63	.00	SORTA NOAH	5004
V382772	377.71	.00	GUNZALEZ, LUIS GRANADOS, REGINA GRANDE, DANIELLE GUERRA, ATHZIRI GUERRA, ATHZIRI GUERRA, ROCCO GUILLEN, JAYDEN GUTIERREZ, MICHELLE HERNANDEZ, KATE HOLLOWAY, ELIZABETH JUBRAN, NOAH LEWIS, ALEC MAGANA, ADAM MORENO, ANDREW NGHIEM, NATALIE OCHOA, ALAN ONTIVEROS, IZABELLA RIVERA GOMEZ, YAMILEX RODRIGUEZ, KAREN RODRIGUEZ, KAREN RODRIGUEZ, KAREN RODRIGUEZ, MIKAYLA ROQUE, KATRINA RUIZ, LUIS RUSSELL, JEFFREY SANCHEZ, NATHAN SOLTERO, JESSE SORIA, NOAH STRICKLER, LINDA TAPIA, ANGELICA THANKESWARAN, HASHMITHAA THOMSEN, MATTHEW VAN SICKLE, MICHELLE	5135
V382773	426.89	.00		306
v382774	17.42	.00	THANKESWARAN HASHMTTHAA	543
V382775	1 015 27	.00	THANKESWARAN, HASHMIITHAA	10/
	1,015.37 2,653.81		THOMSEN, MATTHEW	2076
V382776		.00	VAN SICKLE, MICHELLE	2070
V382777	639.89	.00	VAZQUEZ, USCAR	132
V382778	557.57	.00	VELUZ, SABRINA	146
V382779	278.79	.00	WONGSUPHAKPHAN, BRIANNA	337
V382780	800.53	.00	VAN SICKLE, MICHELLE VAZQUEZ, OSCAR VELOZ, SABRINA WONGSUPHAKPHAN, BRIANNA AGUILAR, KALVIN BARTOLO, BRYAN	23
V382781	629.09	.00	BARTOLO, BRYAN	338
v382782	496.99	.00	CABUSAO, NINA MARINELLA CASTILLO, DARLENE CERVANTES, BRIANA CHOATE. RACHAEL	729
v382783	728.49	.00	CASTILLO, DARLENE	119
v382784	815.11	.00	CERVANTES, BRIANA	757
v382785	685.23	.00	CHOATE, RÁCHAEL	511
V382786	2,652.01	.00	DAVIS, TANIKKA	1082
V382787	536.70	.00	DELGADO, ISABEL	502
V382788	2,100.78	.00		
v382789	351.51	.00	GILLIAM, VERONICA GONZALES, STACI	484
. 302703	JJ1.J1		GUNZALLO, STACI	101

TOTAL CHECKS:

CITY OF BUENA PARK CHECK REGISTER(CONCISE)

PARK NCISE)

SELECTION CRITERIA: checkhis.pay_run in ('MVT','MV2') ALL CHECKS

1,018,945.54

V382790 V382791	773.66 3,233.50	.00 .00	HONG, YI HURTADO, MARIA	
v382792	1,242.91	.00	LARIZ RUBALCAVA, CARLOS	
v382793	514.02	.00	LIZARRAGA, ERIK	
v382794	2,226.51	.00	MARQUEZ PÍNEDO, ANALISA	
v382795	1,141.66	.00	MEGGINSON, MARK	
v382796	892.07	.00	MENDOZA, GISELLE	
V382797	453.03	.00	MORISON, MATTHEW	
v382798	2,511.44	.00	NIELSEN, ROSEMARY	
V382799	778.82	.00	ORTIZ, YAHAIRA	
V382800	580.12	.00	ROJAS, ASHLEY	
V382801	906.55	.00	RUFINO, JACOB	
V382802	323.26	.00	RUIZ, ANA	
V382803	339.77	.00	RUIZ, GIANCARLO	
V382804	970.68	.00	SANCHEZ, LORETTA	
V382805	348.48	.00	SINGH, YASMINE	
V382806	722.19	.00	SOSA, ELIANNA	
V382807	1,018.91	.00	TOLMAIRE, CHANTEL	
V382808	795.00	.00	VALDEZ, NATALIA	
v382809	597.66	.00	VEGA-MATA, PEDRO	
PAYRUN TOTAL				
CHECK: 406	1,018,945.54	.00		

1,899.96



City Council Regular Meeting Agenda Report

B. PROCLAMATION RECOGNIZING FEBRUARY 2025 AS NATIONAL BLACK HISTORY MONTH

Meeting	Agenda Group
Tuesday, February 11, 2025, 5:00 PM	CONSENT CALENDAR Item: 4B.
Presented By	Prepared By
	Angelica Lopez, Administrative Assistant
Approved By	
Aaron France, City Manager	

RECOMMENDED ACTION

Approve Proclamation.

Attachments

Black History Month 2025.pdf

NATIONAL BLACK HISTORY MONTH FEBRUARY 2025

- WHEREAS, in 1926, famed African American historian and scholar Dr. Carter G. Woodson, son of former slaves, established "Black History Week" to celebrate accomplishments and achievements made by Black Americans to our economic, cultural, spiritual and political development as a nation; and,
- WHEREAS, in 1976, President Gerald R. Ford designated the entire month of February as Black History Month, and urged Americans to "seize the opportunity to honor the too-often neglected accomplishments of Black Americans in every area of endeavor throughout our history," and,
- WHEREAS, the City of Buena Park is committed to diversity, equity, inclusion and mutual respect as a fundamental aspect of a healthy, thriving community; and,
- WHEREAS, there has been a long history of discrimination and violence based on identity in this nation, which conflicts with our core values as a community; and,
- WHEREAS, the presence and visibility of the Black American community continues to enhance the quality of life in the City of Buena Park; and,
- WHEREAS, National Black History Month calls our attention to the continued need to recognize and combat racism, and to build a community that lives up to its core values; and,
- WHEREAS, National Black History Month is a time when all Americans are encouraged to reflect on past successes and challenges of Black communities and look to the future to ensure freedom, equity, and inclusiveness.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK does hereby recognize the month of February 2025, as "NATIONAL BLACK HISTORY MONTH," and the City Council does so by honoring the contributions of Black residents to the common good of our community.

PASSED AND ADOPTED this 11th day of February 2025.

Joyce Ahn Mayor

Connor Traut Vice Mayor Carlos Franco Council Member

Lamiya Hoque Council Member Susan Sonne Council Member

NATIONAL BURN AWARENESS WEEK FEBRUARY 2-8, 2025

- WHEREAS, burn injuries continue to be one of the 10 leading causes of accidental death and injury in our Nation where every day, 300 children ages 0 to 19 are treated in emergency departments for burn-related injuries; and,
- WHEREAS, approximately every 60 seconds someone in the U.S. sustains a burn injury serious enough to require treatment; and,
- WHEREAS, almost three out of four burn injuries occur in the home; and the majority of these burns are preventable; and,
- WHEREAS, almost half of burn injuries are caused by direct contact with fire or flame, while cooking, using a fireplace, or lighting candles; Nearly one-third of burn injuries are caused by scalding water or other hot liquids, like coffee; Chemical burns are the least common type of burn, representing only about 1 in 30 admissions to burn centers; and,
- WHEREAS, non-fatal burns are a leading cause of morbidity, including prolonged hospitalization, disfigurement and disability; and,
- WHEREAS Orange County residents are responsive to public education and outreach measures and can take personal steps to increase their safety from fire, especially in their homes; and,
- WHEREAS the 2025 National Burn Awareness Week theme, "Burn Prevention Where You Live, Work, and Play – Preventing Burns in the Homes" effectively serves to remind us to educate everyone about simple but important actions they can take to keep themselves and those around them safe.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK does hereby proclaim February 2-8, 2025, as "NATIONAL BURN AWARENESS WEEK," and call upon the community to observe this week and emphasize the importance of education and prevention to reduce risk.

PASSED AND ADOPTED this 11th day of February 2025.

Joyce Ahn Mayor

Connor Traut Vice Mayor

Lamiya Hoque Council Member Carlos Franco Council Member

Susan Sonne Council Member



City Council Regular Meeting Agenda Report

D. PURCHASE AND INSTALLATION OF BATTERY BACKUP SYSTEM UPGRADES FOR VARIOUS TRAFFIC SIGNAL LOCATIONS FOR THE 24-25 ANNUAL BATTERY BACKUP UPGRADES PROJECT

Meeting	Agenda Group
Tuesday, February 11, 2025, 5:00 PM	CONSENT CALENDAR Item: 4D.
Presented By	Prepared By
Nader M. Alqam, P.E., Principal Engineer	Mina Mikhael, Director of Public Works/City Engineer
Approved By	Presented By
Aaron France, City Manager	Nader Alqam, Principal Engineer

RECOMMENDED ACTION

1) Authorize the purchase of traffic signal battery backup upgrade equipment from Yunex, LLC for the 24-25 Annual Battery Backup Upgrades Project; 2) and Dispense with competitive bidding pursuant to Buena Park Municipal Code Section 3.28.080 (C).

PREVIOUS CITY COUNCIL ACTION

The City Council has previously approved the purchase of traffic signal battery back up equipment on a routine basis.

DISCUSSION

As part of an annual effort, the Public Works Department inspects the existing battery backup systems of all of the signalized intersections in the City to verify that the battery backups are running as intended and are ready to be activated in the event of a planned or unplanned electrical power outage.

Battery backup systems have various components that tie into the signalized intersections, including an uninterrupted power supply (UPS) interface as well as several 41- or 79 amp-hour batteries. Some intersections need a complete replacement of outdated UPS and batteries, while others only need battery replacements.

For the 24-25 Annual Battery Backup System Upgrades, staff is proposing purchasing necessary replacement parts to upgrade the following intersections:

- 1. Artesia Boulevard at Mid Counties
- 2. Artesia Boulevard at Western Avenue
- 3. Auto Center Drive at Dealerships
- 4. Beach Boulevard at Stanton Avenue
- 5. Dale Street at Malvern Avenue
- 6. Knott Avenue at Monroe Avenue

- 7. Knott Avenue at La Palma Avenue
- 8. La Mirada Boulevard at Village Circle Way
- 9. Malvern Avenue at Country Club Drive
- 10. Malvern Avenue at Rockledge Drive
- 11. Stanton Avenue at Buena Park Mall / Maple Drive
- 12. Stanton Avenue at Orangethorpe Avenue
- 13. Valley View Street at Panama Drive
- 14. Western Avenue at La Palma Avenue

Staff is proposing to purchase a new battery backup system and batteries for the following intersections:

- 1. Artesia Boulevard at Rostrata Avenue
- 2. Auto Center Drive at Western Avenue
- 3. Beach Boulevard at 10th Street
- 4. Beach Boulevard at Medieval Times
- 5. Knott Avenue at Caballero Boulevard
- 6. La Palma Avenue at San Hilario Circle

The City currently contracts with Yunex, LLC for the traffic signal maintenance services. Yunex, LLC is highlyfamiliar with the City's traffic signal infrastructure and battery backup systems. They also conduct battery testing for the City. Additionally, Yunex, LLC has extensive experience with the battery backup manufacturer and vendor, having completed similar projects for the City. The purchase and installation of the traffic signal battery backup system upgrades from Yunex, LLC is in accordance with Municipal Code Section 3.28.080(C), as Yunex, LLC is the sole traffic signal service provider for the City and an authorized installer for Clary batteries, the established standard for signal battery backup within the City.

This procedure has been reviewed and approved by the City's Purchasing Manager.

BUDGET IMPACT

The cost to purchase the battery backup system equipment is \$99,860. The Annual Battery Backup System Capital Improvements Account (24-590165-9806) will fund this purchase.

Attachments

2025-01-17 Various Locations Furn new Clary BBS Systems Contract.pdf

YUNEX Traffic

Yunex LLC 1026 E. Lacy Ave Anaheim, CA 92805 714.284.0206 714.284.1150 Fax https://yunextraffic.com

January 17, 2025

Norman Wray City of Buena Park 6650 Beach Blvd Buena Park, CA 90622

RE: Various locations; Furnish and install new Clary UPS systems and battery replacements

Dear Mr. Wray:

Yunex Traffic is pleased to offer to perform the following work at the below listed price:

Upon your authorization, Yunex will furnish and install (20) 79Ah batteries for five locations with drained batteries, (54) 41Ah Clary batteries for nine locations with drained batteries, a new 1250VA Clary system with (6) 41Ah batteries at six locations to be installed in existing cabinets and install one city furnished Clary system with external cabinet at a location to be determined by the city. See page two for the proposed location list. The below listed price includes all labor, equipment, and material to restore the intended operation.

Item #	Item Description	Unit	Quantity	Unit Price	Total Price
1	Furnish and install 79Ah Replacement batteries at five locations	LS	1	\$7,845.00	\$7,845.00
2	Furnish and install 41Ah Clary Replacement batteries at nine locations	LS	1	\$20,315.00	\$20,315.00
3	Furnish and install new Clary BBS in existing cabinet at six locations	LS	1	\$69,625.00	\$69,625.00
4	Install City furnished Clary system with external cabinet at one location	LS	1	\$2,075.00	\$2,075.00
				Total Bid	\$99,860.00

This proposal is an estimate, if unexpected problems arise, we will notify you before we proceed and a change order for the extra work will be provided. Additionally, the price listed above does not include any bonds, permits, fees, shift work, night work, holiday, or weekend work.

This offer shall expire 30 days from the date hereof and may be withdrawn by us at any time prior thereto with or without notice. This offer supersedes any prior offers, commitment, or orders, contains all terms, conditions, and warranties and when accepted, constitutes the entire contract between the parties. The resulting contract shall not be modified except by formal written amendment. This offer shall be accepted by delivery to us of a copy of this offer duly signed by you in the space provided.

The foregoing offer is hereby accepted this _____ day of _____, 2025.

YUNEX TRAFFIC

Joshua Ferras

City of Buena Park

<u>Joshua Ferras</u>

Regional Manager

Title:

By:

Item 1	Furnish and install 79Ah Replacement batteries at 4 locations
1.1	Beach & Stanton
1.2	Knott & Monroe
1.3	La Mirada & Village
1.4	Malvern & Country Club
1.5	Auto Center & Dealership (Pvt Dwy)

Item 2	Furnish and install 41Ah Clary Replacement batteries at 9 locations
2.1	Artesia & Western
2.2	Dale & Malvern
2.3	Knott & La Palma
2.4	Malvern & Rockledge
2.5	Stanton/BPM & Maple
2.6	Stanton & Orangethorpe
2.7	Valley View & Panama
2.8	Western & La Palma
2.9	Artesia & Mid Counties

Item 3	Furnish and install new Clary BBS in existing cabinet at 6 locations	
3.1	Artesia & Rostrata	
3.2	Auto Center & Western	
3.3	Beach & 10th	
3.4	Beach & Midieval Times	
3.5	Knott & Caballero	
3.6	La Palma & San Hilario	

Item 4	Install City furnished Clary system with external cabinet at one location determined by city	
4.1	Options listed below	
Option 1	La Palma & San Marino	
Option 2	Valley View/San Rafael & Los Molinos	
Option 3	Valley View San Remo	



E. COOPERATIVE AGREEMENT WITH THE COUNTY OF ORANGE FOR CITYWIDE STRIPING AND STENCILING SERVICES

Meeting	Agenda Group
Tuesday, February 11, 2025, 5:00 PM	CONSENT CALENDAR Item: 4E.
Presented By	Prepared By
Nader M. Alqam, P.E., Principal Engineer	Mina Mikhael, Director of Public Works/City Engineer
Approved By	Presented By
Aaron France, City Manager	Nader Alqam, Principal Engineer

RECOMMENDED ACTION

1) Adopt a resolution providing an alternative project delivery method for the re-striping of various City streets by use of the County of Orange Striping Services pursuant to Buena Park Municipal Code Section 3.28.110(E); 2) Approve a cooperative agreement with the County of Orange for Citywide Striping and Stenciling Services; 3) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and 4) Authorize the City Manager and City Clerk to execute the agreement.

PREVIOUS CITY COUNCIL ACTION

On February 9, 2021, the Buena Park City Council authorized the Public Works Department to enter into a cooperative agreement with the County of Orange in a not-to-exceed amount of \$30,000 for a term of three years. The contract was intended to be used as a pilot project to evaluate the feasibility of using County of Orange staff and equipment to re-stripe areas of the City on an as-needed basis. On July 27, 2021, the City Council approved an amendment to approve additional funds for these services.

On July 27, 2021, the Buena Park City Council approved an amendment to add \$150,000 to the cooperative agreement.

DISCUSSION

Most roadway lane striping in the City is installed during road construction projects, including the Arterial Pavement Rehabilitation projects, Annual Pavement Rehabilitation projects, and Annual Slurry Seal projects. While these projects present great opportunities to install fresh road striping, the life expectancy of the road surface greatly exceeds that of the striping. As such, additional striping-only projects are necessary to maintain acceptable striping conditions until the next resurfacing project. For this reason, the City budgets an Annual Striping Program Capital Improvement Project (CIP) to save money for large-scale, long-lane road striping projects.

The County of Orange ("County") has offered local cities the opportunity to enter into an agreement to utilize its staff, equipment, and expertise to complete these road striping projects at a reduced cost. The County of Orange has the ability to offer these services, including performance of public projects, in accordance with California Public Contract Code Section 22032(a).

Section 3.28.050 of the Buena Park Municipal Code authorizes the procurement of supplies and equipment without competitive bidding when purchasing from another governmental agency and beneficial to the City's interests. Additionally, for public projects (such as the re-striping project), Section 3.28.110(E) allows the City Council to adopt a resolution authorizing an alternative project delivery method and bid procedures for public projects.

Since entering into the cooperative agreement with the County in February 2021, staff has worked on approving and constructing a pilot project to re-stripe Stanton Avenue between La Palma and Orangethorpe Avenues.

During the term of the first cooperative agreement, County crews re-striped:

- Stanton Avenue from La Palma Avenue to the northern City limit
- Orangethorpe Avenue from Knott Avenue to Stanton Avenue
- Beach Boulevard from Orangethorpe Avenue to 10th Street
- Orange Avenue from Holder Street to Via Vico Circle
- Firestone Boulevard from Artesia Avenue to Knott Avenue
- Country Club Drive from Malvern Avenue to Los Coyotes Drive

Staff is pleased with the work and performance of County staff, and recommends entering into a new cooperative agreement to perform additional re-striping projects throughout the City, as needed, until the expiration of the agreement on March 1, 2028.

BUDGET IMPACT

The cooperative agreement with the County of Orange will include a not-to-exceed budget of \$200,000 over the three-year term. This effort will be funded by the Annual Striping Program CIP Gas Tax Fund (Account No. 24-9806-590015).

Attachments

Att 1 of 3 Resolution_County Striping Agreement.pdf Att 2 of 3 Co-Op Agreement Buena Park 2025.pdf Att 3 of 3 A-SOW-Rate Sheet-Buena Park FY 24-25.pdf

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO USE ALTERNATIVE PROJECT DELIVERY AND BID PROCEDURES FOR THE CITY-WIDE RESTRIPING OF VARIOUS STREETS IN THE CITY

WHEREAS, the City of Buena Park ("City") is a California charter city organized and covered by the City Charter and Buena Park Municipal Code;

WHEREAS, on an as needed basis, the City performs or causes to be performed the repainting or restriping of public streets and rights of way owned by the City for purposes of directing pedestrians and traffic;

WHEREAS, Section 3.28.110(E) of the Buena Park Municipal Code empowers the City Council by resolution to authorize the Director of Public Works to utilize alternative delivery and bid procedures for this or other "public works" projects completed by the City; and

WHEREAS, based upon the staff reports and other information presented to the City Council in connection with this consideration of this item, the City Council finds and declares that contracting with the County of Orange for the provision of roadway striping services as contemplated in the Cooperative Services Agreement between the County of Orange and the City of Buena Park, as attached hereto the "Cooperative Agreement" is in the best interest of the City and advances and furthers health and safety of City residents.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. Based upon the staff reports and other information presented to the City Council in connection with this consideration of this item, the City Council finds and declares that the foregoing recitals are true and correct and incorporated as a substantive part hereof.

SECTION 2. The City Council authorizes and directs the Director of Public Works to utilize an alternative project delivery and bid procedures for completion of the above-described project in the form of the Cooperative Agreement attached hereto.

SECTION 3. The City Council approves of the Cooperative Agreement in substantially the form presented, subject to non-monetary changes approved by the City Manager and City Attorney, and authorizes and directs the City Manager to execute the Cooperative Agreement on the City's behalf.

SECTION 4. This Resolution shall become effective immediately, and the City Clerk shall certify to its approval.

PASSED, APPROVED and ADOPTED this _____th day of February ____, 2025.

AYES: CITY COUNCILMEMBERS:

RESOLUTION NO. _____ Page 2

NOES:CITYCOUNCILMEMBERS:ABSENT:CITYCOUNCILMEMBERS:ABSTAIN:CITY COUNCILMEMBERS:

Mayor

ATTEST:

City Clerk

I, Adria M. Jimenez, MMC, City Clerk of the City of Buena Park, California, do hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council for the City of Buena Park held on the _____day of February 2025.

City Clerk

<u>COOPERATIVE SERVICES AGREEMENT</u> <u>BETWEEN</u> THE COUNTY OF ORANGE AND THE CITY OF BUENA PARK

This AGREEMENT, made and entered into by and between the City of Buena Park, a municipal corporation located within the County of Orange, State of California, hereinafter referred to as "AGENCY", and the County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY". AGENCY and COUNTY shall sometimes be referred to individually as "PARTY" or collectively as "PARTIES".

RECITALS

WHEREAS, pursuant to California Government Code Section 54981, the legislative body of any local agency may contract with any other local agency for the performance by the latter of municipal services or functions within the territory of the former; and

WHEREAS, such services or functions may include performance of public projects in accordance with California Public Contract Code section 22032(a), which provides that public projects of seventy-five thousand dollars (\$75,000) or less may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order; and

WHEREAS, the PARTIES mutually desire to serve the citizens of Orange County by providing a safe environment and enhanced quality of life through improvements to, and maintenance of, public infrastructure; and

WHEREAS, AGENCY wishes to contract with COUNTY for the performance of the municipal services or functions as more specifically described in Attachment "A" herein referred to as "SERVICES"; and

WHEREAS, COUNTY is willing to provide these SERVICES to AGENCY in accordance with the terms, conditions and provisions of this AGREEMENT;

NOW, THEREFORE, AGENCY and COUNTY mutually agree as follows:

GENERAL PROVISIONS

SECTION I- PURPOSE AND DEFINITIONS

A. PURPOSE:

The PARTIES are entering into this AGREEMENT pursuant to authority granted by California Government Code § 54981 to establish the terms, conditions and provisions upon which AGENCY may request COUNTY to perform SERVICES on the AGENCY's behalf, including but not limited to performance of public projects in accordance with California Public Contract Code § 22032(a). The COUNTY may use either COUNTY staff or contractors as the COUNTY deems appropriate. All COUNTY staff and contractors utilized to perform SERVICES will work under COUNTY's direction and supervision.

B. DEFINITIONS

1. "AGENCY" shall mean the City of Buena Park, a municipal corporation.

2. "AGENCY MANAGER" shall mean the AGENCY's City Manager or authorized designee.

3. "AGREEMENT CAPACITY" shall mean the maximum aggregate dollar value of all SERVICES that may be provided by COUNTY to AGENCY under this AGREEMENT.

4. "BILLING SCHEDULE" is the component of a WORK ORDER that describes the time and manner in which AGENCY shall pay COUNTY for SERVICES provided under that WORK ORDER.

5. "COUNTY" shall mean the County of Orange, a political subdivision of the State of California.

6. "COUNTY RESOURCES" shall mean the COUNTY personnel or contractors that may be used to provide AGENCY with SERVICES under this AGREEMENT. The COUNTY may utilize any combination of COUNTY staff or contractors as the COUNTY deems appropriate to provide the requested SERVICES.

7. "DIRECTOR" shall mean the Director, OC Public Works, or authorized designee.

8. "EFFECTIVE DATE" shall be the date that both PARTIES execute this AGREEMENT.

9. "ONE-TIME SERVICES" are SERVICES provided by COUNTY under this AGREEMENT that may be utilized for a specific project, including new construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any AGENCY-owned, leased, or operated facility, and the painting or repainting of any AGENCY owned, leased, or operated facility. ONE-TIME SERVICES do not include work that is properly classified as RECURRING SERVICES.

10. "PARTY" or "PARTIES" shall mean either or collectively the AGENCY or COUNTY.

11. A "QUALIFIED VENDOR LIST" is a COUNTY-maintained list of potential contractors who may provide either architecture or engineering services that was assembled by the COUNTY through the Request for Qualification process.

12. "RATE SHEET" shall mean the rate sheet for all SERVICES that COUNTY may provide under this AGREEMENT, prepared by the COUNTY upon execution of this

AGREEMENT. The RATE SHEET, along with a brief description of the types of work that may be performed under this AGREEMENT, shall constitute Attachment "A" to this AGREEMENT.

13. "SCOPE OF WORK" is a detailed description of the SERVICES and the manner in which they will be provided.

14. "SERVICES" shall mean the one-time project, provided to AGENCY by COUNTY under the terms of this AGREEMENT, and shall more explicitly be defined in Attachment "A" hereto.

15. A "STOP WORK ORDER NOTICE" shall mean a written notice by the COUNTY to the AGENCY, immediately stopping or cancelling all or any part of a WORK ORDER.

16. A "WORK ORDER" shall be a document created collaboratively by the AGENCY and COUNTY for the purpose of describing and ordering the time, manner and duration in which the COUNTY provides AGENCY with SERVICES under this AGREEMENT. A WORK ORDER shall consist of a SCOPE OF WORK, Estimated Timeline for performance of the SERVICES, Cost Estimate for performing the SERVICES, and BILLING SCHEDULE describing the time and manner in which AGENCY shall pay COUNTY for SERVICES provided thereunder. Once approved by the AGENCY MANAGER, a WORK ORDER shall be incorporated into this AGREEEMENT as an Exhibit to Attachment "A".

SECTION II- ADMINISTRATION OF AGREEMENT

A. PARTIES' REPRESENTATIVES:

AGENCY MANAGER shall be AGENCY's representative in all matters pertaining to this AGREEMENT and will act as liaison between AGENCY and COUNTY and coordinate the activities of AGENCY staff assigned to work with COUNTY staff to implement the terms of this AGREEMENT.

COUNTY'S DIRECTOR shall be authorized to act as COUNTY's representative in all matters pertaining to this AGREEMENT, and shall act as liaison between AGENCY and COUNTY and coordinate the activities of COUNTY staff assigned to work with AGENCY staff to implement the terms of this AGREEMENT.

B. PROVISION OF SERVICES:

The PARTIES agree that:

1. AGENCY may request COUNTY to provide SERVICES of the types described in Section III at any time; and

2. Subject to the availability of COUNTY RESOURCES and the limitations of Paragraph 4 herein below, COUNTY may provide SERVICES when requested by AGENCY; and

3. All COUNTY RESOURCES utilized to perform SERVICES will work under COUNTY's direction and supervision; and

4. If COUNTY RESOURCES are unavailable for whatever reason as determined by the DIRECTOR, or the DIRECTOR determines that provision of the SERVICES requested by AGENCY would not be in the COUNTY's best interest or would impair the COUNTY's ability to provide government services of any type in areas outside the AGENCY's jurisdiction, COUNTY may decline to provide the requested SERVICES at no penalty to the COUNTY.

5. If COUNTY agrees to provide SERVICES requested by AGENCY, COUNTY, in collaboration with AGENCY, will prepare a WORK ORDER for approval of AGENCY MANAGER. Upon approval by AGENCY MANAGER, an approved WORK ORDER shall become part of the AGREEMENT between the PARTIES as described in Section VII(C) herein;

provided, however, WORK ORDERS may not materially change the terms of this AGREEMENT or any Attachments, but rather may only specify the times, manner and total cost to particular SERVICES to be provided under this AGREEMENT.

Upon obtaining AGENCY's approval of a WORK ORDER, COUNTY will perform or cause to be performed the requested SERVICES and shall invoice the AGENCY in the manner described in Section III.

6. The COUNTY may, at any time, by written STOP WORK ORDER NOTICE to the AGENCY, immediately stop or cancel all or any part of a WORK ORDER, for a period of 90 days after the STOP WORK ORDER NOTICE is delivered to the AGENCY and for any further period to which the Parties may agree. Within a period of 90 days after a STOP WORK ORDER NOTICE is delivered to the AGENCY, or within any period to which the Parties shall have agreed, the COUNTY shall either:

a. Cancel the STOP WORK ORDER NOTICE; or

b. Cancel the WORK ORDER immediately in whole or in part in writing as soon as feasible.

C. AGREEMENT CAPACITY:

The AGREEMENT CAPACITY shall be the "NOT TO EXCEED" amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000), except if this AGREEMENT is modified or amended as set forth herein.

SECTION III - SERVICES

A. WARRANTIES BY AGENCY: AGENCY warranties, promises and agrees as follows:

1. The SERVICES ordered by AGENCY and provided under this AGREEMENT do not violate the force account limits applicable to AGENCY.

2. The AGENCY will not order any SERVICES that would violate any statutory or contractual obligation of AGENCY.

B. DEFINITION OF SERVICES: AGENCY may request, and COUNTY may provide, ONE-TIME SERVICES.

C. LIMITS ON THE PROVISION OF SERVICES: SERVICES may be provided to AGENCY in the following manner:

1. <u>Delivery of ONE-TIME SERVICES</u>: ONE-TIME SERVICES may be provided by COUNTY to AGENCY utilizing COUNTY personnel or contractors, except that

a. Architect and engineering services can only be provided to AGENCY

(i) Using COUNTY contractors, and not COUNTY personnel

(ii) If such architect and engineering contractors agree in writing to provide to AGENCY all such contractual defense, indemnification and insurance provisions they are contractually obligated to provide to COUNTY, and

(iii) If such architect and engineering contractors agree in writing to obtain and comply with all permits required by the applicable permitted authority;

b. COUNTY shall not procure contracts for the sole benefit of AGENCY provided, however, that this limitation shall not prohibit the COUNTY from entering into a contract with a vendor on an active COUNTY QUALIFIED VENDOR LIST to provide SERVICES to AGENCY; and

c. The maximum value of ONE-TIME SERVICES for the performance of a public project, if applicable and as defined in Public Contract Code section 22002(c), shall not exceed

the limits set forth in Public Contract Code section 22032(a) or \$75,000 per project, whichever is the greater. Neither COUNTY nor AGENCY shall use this AGREEMENT to engage in project splitting in violation of law, or in violation of applicable COUNTY or AGENCY policy.

D. ORDERING SERVICES: RECURRING SERVICES and ONE-TIME SERVICES may be ordered by the drafting of a WORK ORDER. The WORK ORDER, as part of the SCOPE OF WORK, shall also memorialize the AGENCY's completion of any necessary environmental review, and shall specify which PARTY is responsible for obtaining necessary permits.

The PARTIES shall collaborate in the drafting of all WORK ORDER. No WORK ORDER shall be effective until signed by both the AGENCY MANAGER and DIRECTOR or designee. Once effective, WORK ORDERS shall amend and become part of this AGREEMENT, except that WORK ORDERS may not change the terms of the General Provisions or any Attachments. No WORK ORDER shall result in the expenditure of any funds or provision of any SERVICES that would exceed the AGREEMENT CAPACITY. No WORK ORDER shall have a period of performance that exceeds the TERM of this AGREEMENT.

E. COST OF SERVICES: Cost Estimates for SERVICES provided under this AGREEMENT shall be drafted according to the RATE SHEET prepared by COUNTY. The RATE SHEET shall be prepared and updated annually by the COUNTY, in the manner authorized by COUNTY's Board of Supervisors, during the TERM of this AGREEMENT, and shall be made part of this AGREEMENT as Attachment "A" and incorporated herein by reference once prepared by COUNTY and provided to AGENCY. The COUNTY may also provide SERVICES using contracts awarded by, or pursuant to the delegated authority of, the COUNTY's Board of Supervisors. In the

event that the COUNTY provides SERVICES using these contracts, the cost shall be that set forth in the respective contract, plus the added rate set forth in the RATE SHEET for any COUNTY labor used in administering or procuring those contracts.

SECTION IV- BILLING AND INVOICING

COUNTY shall submit invoice(s) to AGENCY for SERVICES provided. The invoiced amount shall reflect the agreed upon costs and fees set in the manner authorized by the COUNTY's Board of Supervisors or as set forth in a contract awarded by, or pursuant to authority delegated by, the COUNTY's Board of Supervisors. All amounts invoiced to AGENCY shall reasonably reflect COUNTY's actual costs for providing those SERVICES to AGENCY in accordance with applicable COUNTY Revenue Policy.

AGENCY shall pay all invoices sent by COUNTY in the manner described in the relevant WORK ORDER. AGENCY assumes all risk of loss if payments are mailed. Payment shall be deemed complete when received by the COUNTY.

Notwithstanding any other provision of this AGREEMENT, this obligation of AGENCY to pay for SERVICES performed by the COUNTY shall remain in effect until such time as COUNTY has received all payment for the SERVICES it has performed.

SECTION V - DEFENSE AND INDEMNIFICATION

COUNTY agrees to indemnify, defend with counsel approved in writing by AGENCY, protect and hold harmless the AGENCY, its officers, elected or appointed officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind or nature which the AGENCY, its officers, elected or appointed officials, employees and volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons or damage to property arising out of COUNTY's grossly negligent or willful

wrongful acts in performing under the terms of this AGREEMENT. COUNTY shall defend, at its expense, including attorney fees, AGENCY, its officers, agents, employees, independent contractors and volunteers in any legal action or claim of any kind based upon such alleged acts or omissions. COUNTY shall not be liable in any way or indemnify the AGENCY, its officers, elected or appointed officials, employees and volunteers for AGENCY' S negligence or the negligence of AGENCY's officers, officials, employees or volunteers.

AGENCY agrees to indemnify, defend with counsel approved in writing by COUNTY, protect and hold harmless the COUNTY, its officers, elected or appointed officials, employees and volunteers from and against any and all claims, demands, losses, defense cost or expenses, or liability of any kind or nature which the COUNTY, its officers, elected or appointed officials, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons or damage to property arising out of the AGENCY's negligent or wrongful acts in performing under the terms of this AGREEMENT. The AGENCY shall not be liable in any way or indemnify the COUNTY, its officers, elected or appointed officials, employees and volunteers for COUNTY's gross and willful negligence, or the gross and willful negligence of COUNTY's officers, elected or appointed officials, employees or volunteers. If judgment is entered against AGENCY and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of AGENCY or COUNTY, AGENCY and COUNTY agree that liability will be apportioned as determined by the court. Neither PARTY shall request a jury apportionment.

Without limiting the foregoing, AGENCY indemnification also extends to COUNTY employees or agents serving as inspectors in the AGENCY whose duties include recurring inspection to identify maintenance and repair needs. The failure to identify a hazard not currently

involved in maintenance or repair which results in claim shall not transfer responsibility for the hazard to COUNTY. COUNTY responsibility includes maintenance and repair work in progress by COUNTY employees or contract work under COUNTY administration.

Each PARTY agrees to fully cooperate with the other and assist the other PARTY hereto in all matters relating to losses covered by the terms of this AGREEMENT, and more specifically but not being limited thereby, each PARTY will:

1. Give prompt notification of all occurrences covered or likely to be covered by Section V of this AGREEMENT;

2. If claim is made, or suit is brought against a PARTY on occurrences covered or likely to be covered by the terms hereof, such PARTY shall immediately forward every claim, demand, notice, summons or other process received by it to the other PARTY.

Either PARTY may, at its own expense, participate in the defense of any suit, or in the prosecution of any appeal affecting matters herein involved where the duty of defense or prosecution is imposed on the other PARTY, and where that other PARTY has consented to that participation.

SECTION VI - DISPUTE RESOLUTION

In the event that either PARTY contends that the other PARTY has failed to perform any of its obligations under this AGREEMENT, that PARTY shall, within ten (10) business days of becoming aware of the facts constituting that dispute, provide notice of the dispute to the other PARTY in the manner set forth in this AGREEMENT. Thereafter, the DIRECTOR and AGENCY MANAGER shall meet and confer in good faith to resolve any such dispute.

In no event shall either PARTY initiate any action in equity or at law prior to engaging in the meet and confer process described in this Section.

SECTION VII - MISCELLANEOUS PROVISIONS

A. TERM: The term of this AGREEMENT shall commence on March 1, 2025 and shall remain in effect for three (3) years from that date; until the AGREEMENT CAPACITY has been expended; or otherwise terminated by either PARTY.

B. TERMINATION: Either PARTY may at any time, for any reason, and with or without cause, terminate this AGREEMENT by serving upon the non-terminating PARTY, in the manner set forth in Section VII(D) herein, a written Notice of Termination at least thirty (30) days prior to the date of termination. The terminating PARTY shall not be obligated to provide any reason for exercising its right to terminate this AGREEMENT. If COUNTY initiates a Notice of Termination, that Notice shall include an invoice for all SERVICES that have not yet been invoiced to AGENCY. If AGENCY initiates a Notice of Termination, upon receipt of said Notice, COUNTY shall prepare and serve on AGENCY a final invoice for all SERVICES performed by COUNTY that have not yet been invoiced to AGENCY. AGENCY'S obligations under this AGREEMENT shall remain in effect until COUNTY has received all payments for SERVICES previously performed.

C. ENTIRE AGREEMENT AND CONSTRUCTION: This AGREEMENT, any Attachments and any WORK ORDER issued under the provisions herein, constitutes the entire agreement between the PARTIES with respect to the matters provided for herein.

D. NOTICE: All notices or other communication provided for herein shall be in writing and shall be personally served or delivered by United States mail, registered or certified return receipt requested, postage prepaid, addressed as follows:

AGENCY:COUNTY:Aaron France, City ManagerLori Hanson, City Contracts Manager6650 Beach Boulevard2301 N. Glassell StreetBuena Park, CA 90621Orange, CA 92865Phone: 714-562-3550Phone: 714-955-0231Email: <u>AFrance@buenapark.com</u>Email: Lori.Hanson@ocpw.ocgov.com

Any PARTY may, by notice to the other, designate a different address for notices that shall be substituted for that specified above. Any notice given as provided in this subparagraph shall be deemed to have been received, if personally served, as of the date and time of service, or if deposited in the mail as provided above, forty-eight (48) hours after deposit in the mail.

E. NON-ASSIGNMENT: This AGREEMENT shall not be assigned except by written amendment to this AGREEMENT.

F. EXECUTION IN COUNTERPARTS: This AGREEMENT may be executed in counterparts, each of which when executed and delivered shall be considered an original, and when taken together shall constitute a single document.

G. ATTORNEY'S FEES: In any action or proceeding brought to enforce or interpret any provision of this AGREEMENT, or where any provision hereof is validly asserted as a defense, each PARTY shall bear its own attorney's fees and costs.

H. AMENDMENTS: No alteration or variation of the terms of this AGREEMENT shall be valid unless made in and signed by the PARTIES hereto, and no oral understanding or AGREEMENT not incorporated herein shall be binding on any of the PARTIES hereto.

I. COMPLIANCE WITH APPLICABLE LAW: Each PARTY and their respective contractors shall at all times and in all respects comply with all applicable federal, state and local laws, ordinances, regulations, and permits with respect to their performance of this AGREEMENT.

J. INTERPRETATION: This AGREEMENT shall be construed and enforced in accordance with California law. The PARTIES acknowledge that the PARTIES and their counsel have both reviewed and revised this AGREEMENT, that it is the product of the PARTIES mutual drafting efforts, and that therefore the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting PARTY shall not be employed in the interpretation of this AGREEMENT or any exhibits or amendments hereto.

K. CALENDAR DAYS: Any reference to the word "day" or "days" shall mean calendar day or calendar days respectively, unless otherwise expressly provided.

L. FORCE MAJEURE: COUNTY shall not be assessed with damages or penalties for unsatisfactory performance during any delay in the performance of any work under this AGREEMENT caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided COUNTY gives written notice of the cause of the delay to the AGENCY within 24 hours of the start for the delay.

M. SEVERABILITY: If any part of this AGREENIENT is held, determined or adjudicated to be illegal, void or unenforceable by a court of competent jurisdiction, the remainder of this AGREEMENT shall be given effect to the fullest extent reasonably possible.

N. AUTHORITY: The PARTIES represent and warrant that this AGREEMENT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

O. PRECEDENCE: In the event there is a conflict in language between any component documents of this AGREEMENT, the conflict in language shall be resolved by treating the language of the General Provisions as controlling over the language of any Attachments and any WORK ORDERS; and the language of any Attachments as controlling over the language of any WORK ORDERS.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT on the dates following their respective signatures effective as of the date first above written:

COUNTY OF ORANGE ("COUNTY")

CITY OF BUENA PARK ("AGENCY")

By:

Kevin Onuma, Director County of Orange, California

By:

Aaron France, City Manager City of Buena Park

Date:

Date: _____

APPROVED AS TO FORM OFFICE OF THE COUNTY COUNSEL ORANGE COUNTY, CALIFORNIA

APROVED AS TO FORM

By: _____ Deputy

By: _____ City Attorney

ATTACHMENT A SCOPE OF SERVICES / RATE SHEET

Part 1. General Provisions

A. COUNTY Shall:

- 1. Provide municipal services or functions within the territory of the AGENCY on an as needed basis as requested by the AGENCY.
- 2. Perform services indicated in this Scope of Work by COUNTY employees, COUNTY contractors (competitively bid contracts), or a combination of the two depending on available services at the time the work is requested by the AGENCY. All COUNTY resources utilized to perform services will work under the COUNTY's direction and supervision.
- 3. Prepare a cost estimate and work order for review/approval of AGENCY prior to work being scheduled/performed. The work order will include a scope of work, estimated timeline for performance of the services, and cost estimate for performing the services.
- 4. Prepare general and specific work schedules. General schedules shall indicate work to be accomplished by COUNTY staff and/or contractors. Services are scheduled on a biweekly basis. Urgent or emergency services will be inserted and/or plugged into the current schedule depending on availability of resources and urgency of the request.
- 5. Prepare a work plan/budget for routine/recurring services provided to the AGENCY and will meet with the AGENCY periodically to discuss/update the work plan/budget.
- 6. Perform services requested by AGENCY utilizing COUNTY resources subject to availability and the limitations of Section B. Paragraph 4 of the Agreement.

B. AGENCY Shall:

- 1. Designate an official or designated employee that is authorized to act as their Responsible Party in all matters pertaining to the Agreement. The Responsible Party shall authorize services, review reports and invoices, and authorize payments. In the event there is a change in Responsible Party, the AGENCY shall submit written notice with the name of the new official or designated employee. Through the Agreement, the Director or his designee, as identified within this document, shall be the COUNTY's Responsible Party.
- 2. <u>Request for Service</u>: AGENCY shall contact the assigned COUNTY representative to request services. The Responsible Party shall provide details as to the service type requested, quantities, scope, and requested completion date. The Responsible Party shall notify the assigned COUNTY representative of priority service requests to be included within the following two-week work schedule.

- 3. AGENCY representative shall review cost estimates, work orders, and provide approval to COUNTY via signature on work orders.
- 4. Serve as liaison with individual homeowners, homeowners associations, citizen groups, and others concerning performance of work and levels of service provided under this Agreement.
- 5. Pay COUNTY for actual costs incurred to include all costs for labor, equipment, materials, contractor services/rates, and all applicable overhead and supervisory expenses in accordance with established COUNTY prices, rates, fees and charges at the time the work is performed.

C. Service Charges:

Services available within this document consist of the following identifiable types of cost:

- 1. <u>Approved Work Plan Costs</u> consist of an identifiable price for a specific maintenance or repair activity priced with a defined work unit. The price includes manpower and equipment only, materials will be billed at the actual material cost. Minimum quantities are required for some of the activities in an effort to provide the best possible pricing. Requests for less than minimum quantities specified may be charged on a time and materials basis. Work Plan costs for a specific fiscal year have been incorporated into this document and are part of the Agreement. These costs are subject to change during the term of the agreement should changes in prices occur which may include but not be limited to revised prices, rates and/or fees approved by the County's Board of Supervisors, union negotiated pay increases, equipment rate increases, or price increases by contractors.
- 2. <u>Time and Materials Service Costs</u> shall include all costs for COUNTY labor, equipment and materials, using actual number of man-hours and equipment-hours required (including travel time to and from project location), and actual contract(s) costs (using the actual cost of materials and staff time, including burden, overhead and indirect costs).

Specialty requests and additional items not listed in this document, including emergency response, shall be charged as time and materials service costs.

- **D. Overtime:** For all time and materials services, overtime shall be available upon the Director's authorization and the AGENCY's approval only. From time to time, overtime may be directed by the AGENCY's official or designee to ensure field services are performed with minimal disruption to the general public. Overtime shall be calculated as 1.5 times the base hourly rate with overhead.
- **E. Billing:** OC Public Works accounting shall compile an itemized invoice of monthly costs for services performed during the previous month and submit the invoice to the AGENCY. Within 30 days of receipt of the invoice, AGENCY shall pay the cost of services contained within the invoice or, within 10 days of receipt of invoice, provide COUNTY written notice of any disputed costs.

SERVICE	SCOPE/DESCRIPTION	UNIT	UNIT PRICE
Administrative Support (305)	COUNTY will provide administrative support, which shall include but not be limited to generate work orders; schedule COUNTY crews and COUNTY contractor services to perform requested services; prepare cost estimates/cost outs; perform reconciliation of all charges for invoicing; prepare budget status reports; data input; and maintain inventories as needed.	Labor Hours	\$110.33
Maintenance Inspection/Contract Maintenance Support (306)	COUNTY will provide maintenance inspection/contract maintenance support, which shall include but not be limited to maintenance inspection of AGENCY right of way as requested by AGENCY and inspection/oversight of COUNTY contractors providing various services and reviewing and approving completed work for invoicing.	Labor Hours	\$130.74
Supervision Support (302)	COUNTY will provide supervision support, which shall include but not be limited to supervision of contractors and COUNTY staff in performing various services requested by the AGENCY.	Labor Hours	\$123.35
Striping (039LF)	COUNTY will accomplish this task by utilizing COUNTY crews. The work includes painting traffic lines to provide defined travel lanes and proper vehicle guidance. This includes painted stripes regardless of type or location and the placement of new striping as designated by the AGENCY. Striping shall occur on an as requested basis or on an agreed upon routine schedule. The job and work shall follow identified job standards, specifications, and industry requirements. Repainting of existing painting shall be done in one coat. Painting new striping shall be done with two coats of paint which application shall be separated by a minimum of seven calendar days. COUNTY utilizes water-based paint for all striping operations.	Linear Feet Minimum Qty: 15,000 LF	\$ 0.22
Striping Layout (047)	COUNTY will accomplish this task by utilizing COUNTY crews. The work includes the pre-marking of lane lines following construction activity or for the installation of new striping to provide a guide for striping operations as designated by the AGENCY. The job and work shall follow identified job standards, specifications, and industry requirements.	Linear Feet Minimum Qty: 2,000 LF	\$ 1.46
Stencil Modification (048)	COUNTY will accomplish this task by utilizing COUNTY crews. The work includes the painting or repainting of traffic markings following slurry, overlay, or construction activity as designated by	Linear Feet	\$ 1.69

	the AGENCY. The job and work shall follow identified job standards, specifications, and industry requirements.	Minimum Qty: 1,200 LF	
Striping Modification (049)	COUNTY will accomplish this task by utilizing COUNTY crews. The work includes the painting or repainting of traffic lane lines following slurry, overlay, or construction activity as designated by the AGENCY. The job and work shall follow identified job standards, specifications, and industry requirements.	Linear Feet Minimum Qty: 6,000 LF	\$ 1.13
Stencil Traffic Paint Legends (058)	COUNTY will accomplish this task by utilizing COUNTY crews. The work includes painting all traffic paint legends on the traveled portion of the highway to provide defined markings for vehicle and pedestrian control. The job and work shall follow identified job standards, specifications, and industry requirements. This includes establishment of proper traffic control and painting or repainting all traffic legends on an as requested basis or on an agreed upon routine schedule as designated by the AGENCY. Repainting shall be done in one coat. New painting of traffic legends shall be done with two coats of paint which application shall be separated by a minimum of seven calendar days. All paint is water-based paint and shall be reflectorized.	Square Feet Minimum Qty: 950 LF	\$1.63
Curb Paint (056)	COUNTY will accomplish this task by utilizing COUNTY crews. The work includes the painting of curbs with various colors to enforce parking regulations on an as requested basis or on an agreed upon routine schedule as designated by the AGENCY. The curb surface shall be prepared by cleaning or scraping prior to applying paint. The application of appropriate curb paint shall be done with rollers or airless paint spray equipment. The job and work will follow identified job standards, specifications, and industry requirements. All curb paint utilized is water-based paint.	Linear Feet Minimum Qty: 1,200 LF	\$ 1.57
Extra Work	This includes a variety of work items. COUNTY will perform extra work on a time and materials basis as requested by the AGENCY. This activity includes repairs, maintenance, installation or construction as requested by the AGENCY.	Time & Materials	N/A



A. ADOPT A RESOLUTION APPROVING SPECIFICATIONS AND CONTRACT WITH BRIDGEROCK CONSTRUCTION FOR THE NAVIGATION CENTER - WOMEN'S RESTROOM REHABILITATION PROJECT

Meeting	Agenda Group					
Tuesday, February 11, 2025, 5:00 PM	NEW BUSINESS Item: 5A.					
Presented By	Prepared By					
Jason Tran, E.I.T., Assistant Engineer	Mina Mikhael, Director of Public Works/City Engineer					
Approved By	Presented By					
Aaron France, City Manager	Jason Tran, Assistant Engineer					

RECOMMENDED ACTION

1) Adopt a resolution approving the specifications for the Navigation Center – Women's Restroom Rehabilitation Project; 2) Award a contract to Bridgerock Construction, Inc. in the amount of \$197,920; 3) Authorize contingency funds in the amount of \$32,080 in the same purchase order; 4) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and 5) Authorize the City Manager and City Clerk to execute the agreement.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

The City's Navigation Center building houses 150 clients and operates 24/7. The flooring and shower pans in the women's restroom and two single occupancy restrooms have experienced significant wear and tear and require rehabilitation. The restrooms and shower area flooring will be repaired and replaced with a seamless epoxy finishing. Additionally, new fiberglass reinforced panels and shower fixtures will be installed.

On December 18, 2024, the project was advertised for bidding, and on January 16, 2025, six bids were received and publicly opened. The lowest, responsible bidder was Bridgerock Construction, Inc., amounting to \$197,920. The engineer's estimate for this project was \$280,000. Bridgerock Construction, Inc., which holds the necessary licenses, has successfully completed similar projects for the cities of Azusa and Eastvale, as well as the Metropolitan Water District. With City Council approval, construction is set to begin in February 2025 and conclude by April 2025. Staff recommends awarding the contract for the Navigation Center – Women's Restroom Rehabilitation Project to Bridgerock Construction, Inc. of La Puente, California, in the amount of \$197,920.

The total project cost is \$230,000, as shown below:

Construction Contract: \$197,920

Construction Contingency: \$32,080

Total Project Cost: \$230,000

This project will be funded by the Navigation Center Account No. 11-6240-106131. The cost will be submitted to the North SPA to be shared among the member cities.

Attachments

Att 1 of 4 - Resolution.pdf Att 2 of 4 - Bid Results - Navigation Center.pdf Att 3 of 4 - Bid Summary - Navigation Center.pdf Att 4 of 4 - Location Map.pdf RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA APPROVING SPECIFICATIONS FOR **NAVIGATION CENTER – WOMEN'S RESTROOM REHABILITATION PROJECT** IN SAID CITY.

WHEREAS, it is the intention of the City of Buena Park to construct certain improvements in the City; and

WHEREAS, the City Engineer has prepared specifications for the construction of certain improvement(s).

NOW, THEREFORE, BE IT RESOLVED that the specifications presented by the City be and are hearby approved as the specifications for:

NAVIGATION CENTER – WOMEN'S RESTROOM REHABILITATION PROJECT

PASSED AND ADOPTED this _____ day of _____ by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

ATTEST:

Mayor

City Clerk

I, Adria M. Jimenez, MMC, City Clerk of the City of Buena Park, California, hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park, held this _____ day of _____

City Clerk

City of Buena Park BID RESULTS NAVIGATION CENTER - WOMEN'S RESTROOM REHABILITATION Project No. 146 Bid No. 2025-10 Bid Opening: 1/16/2025- 2:00 P.M.

	Company Name	Bid	Amount
1	Steady Solutions	\$	274,429.17
2	Bridgerock Construction, Inc.	\$	197,920.00
3	Golden Sun Firm and Co.	\$	199,426.00
4	MJ Ells Construction	\$	290,071.13
5	At Your Service Construction, Inc.	\$	275,052.00
6	US Builders	\$	311,320.00

NAVIGATION CENTER - WOMEN'S RESTROOM REHABILITATION PROJECT Project No. 146 - Bid No. 2025-10 Bid Summary Bid Opening: January 16, 2025 - 2:00 P.M.

		Steady	Solutions	•	Construction, nc.	Golden Sun	Golden Sun Firm and Co. MJ Ells Construction		At Your Service Construction and Energy, Inc.		US Builders		Engineer's Estimate		Ave	rage	
Item Approx.	Unit Description	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
No Quantity		Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount
1 5	EA toilets per Exhibit C (Required for floor demolition and improvements)	\$652.77	\$3,263.85	\$1,000.00	\$5,000.00	\$3,000.00	\$15,000.00	\$708.75	\$3,543.75	\$1,500.00	\$7,500.00	\$1,735.00	\$8,675.00	\$700.00	\$3,500.00	\$1,212.30	\$6,061.5
2 6	EA Demolition – Remove existing shower EA appurtenances and floor drain in shower area per Exhibit C	\$473.51	\$2,841.06	\$1,000.00	\$6,000.00	\$1,200.00	\$7,200.00	\$945.00	\$5,670.00	\$1,400.00	\$8,400.00	\$1,290.00	\$7,740.00	\$900.00	\$5,400.00	\$903.70	\$5,422.2
3 1	LS Demolition – Remove and salvage existing toilet stall partitions per Exhibit C	\$3,757.62	\$3,757.62	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$4,252.50	\$4,252.50	\$21,000.00	\$21,000.00	\$5,009.00	\$5,009.00	\$4,000.00	\$4,000.00	\$3,202.02	\$3,202.0
4 840	SF Demolition – Remove existing fiberglass reinforced plastic (FRP) panels and drywall in shower area per Exhibit C	\$15.59	\$13,095.60	\$10.00	\$8,400.00	\$12.50	\$10,500.00	\$26.96	\$22,646.40	\$7.00	\$5,880.00	\$28.00	\$23,520.00	\$25.00	\$21,000.00	\$18.01	\$15,128.4
5 500	SF Demolition – Remove and replace existing flooring system. Prepare new surface for epoxy floor coating per Exhibit C	\$34.94	\$17,470.00	\$10.00	\$5,000.00	\$35.25	\$17,625.00	\$59.66	\$29,830.00	\$40.00	\$20,000.00	\$19.00	\$9,500.00	\$60.00	\$30,000.00	\$39.97	\$19,985.0
6 7	EA Reinstall salvaged toilets per Exhibit D	\$2,511.06	\$17,577.42	\$3,000.00	\$21,000.00	\$2,100.00	\$14,700.00	\$708.83	\$4,961.81	\$528.00	\$3,696.00	\$1,821.00	\$12,747.00	\$700.00	\$4,900.00	\$1,803.98	\$12,627.8
7 5	EA Install new shower appurtenances and floor drain in shower area per Exhibit D	\$2,913.56	\$14,567.80	\$3,000.00	\$15,000.00	\$2,200.00	\$11,000.00	\$1,890.00	\$9,450.00	\$1,980.00	\$9,900.00	\$4,799.00	\$23,995.00	\$2,000.00	\$10,000.00	\$2,400.71	\$12,003.5
8 1	EA Install new ADA compliant shower EA appurtenances and floor drain in shower area per Exhibit D	\$6,402.12	\$6,402.12	\$5,000.00	\$5,000.00	\$4,200.00	\$4,200.00	\$1,890.00	\$1,890.00	\$5,280.00	\$5,280.00	\$5,536.00	\$5,536.00	\$2,000.00	\$2,000.00	\$3,898.42	\$3,898.42
9 1	LS Reinstall salvaged toilet stall partitions per Exhibit D	\$13,630.36	\$13,630.36	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	\$5,196.15	\$5,196.15	\$8,000.00	\$8,000.00	\$35,209.00	\$35,209.00	\$5,000.00	\$5,000.00	\$6,665.30	\$6,665.3
10 840	SF Install new FRP panels and drywall per Exhibit D	\$50.56	\$42,470.40	\$39.00	\$32,760.00	\$38.18	\$32,071.20	\$46.19	\$38,799.60	\$70.00	\$58,800.00	\$45.00	\$37,800.00	\$45.00	\$37,800.00	\$43.79	\$36,780.2

				Steady	Solutions	•	Construction, nc.	Golden Sun	Firm and Co.	MJ Ells C	onstruction		r Service n and Energy, nc.	US Bu	uilders	Engineer	's Estimate	Aver	rage
	_	Approx.	Unit Description	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
	_	Quantity		Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount
11		500	SF Apply epoxy flooring to prepared surface	\$46.55	\$23,275.00	\$50.00	\$25,000.00	\$25.50	\$12,750.00	\$128.40	\$64,200.00	\$80.00	\$40,000.00	\$116.00	\$58,000.00	\$125.00	\$62,500.00	\$75.09	\$37,545.00
12	2	3	EA Install new floor drains and connect to existing drain system per Exhibit D	\$4,053.92	\$12,161.76	\$3,000.00	\$9,000.00	\$2,500.00	\$7,500.00	\$1,892.57	\$5,677.71	\$1,320.00	\$3,960.00	\$2,231.00	\$6,693.00	\$2,000.00	\$6,000.00	\$2,689.30	\$8,067.89
13	3	500	SF Optional – Remove and replace plywood subfloor	\$62.87	\$31,435.00	\$20.00	\$10,000.00	\$22.00	\$11,000.00	\$25.83	\$12,915.00	\$21.00	\$10,500.00	\$17.00	\$8,500.00	\$25.00	\$12,500.00	\$31.14	\$15,570.00
14	1	2	EA toilets per Exhibit C (Required for floor demolition and improvements)	\$652.77	\$1,305.54	\$1,000.00	\$2,000.00	\$3,000.00	\$6,000.00	\$850.60	\$1,701.20	\$300.00	\$600.00	\$2,340.00	\$4,680.00	\$800.00	\$1,600.00	\$1,260.67	\$2,521.35
15	5	2	EA Demolition – Remove existing shower EA appurtenances and floor drain in shower area per Exhibit C	\$473.51	\$947.02	\$1,000.00	\$2,000.00	\$1,200.00	\$2,400.00	\$1,181.25	\$2,362.50	\$1,400.00	\$2,800.00	\$2,011.00	\$4,022.00	\$1,000.00	\$2,000.00	\$970.95	\$1,941.90
16	6	240	SF Demolition – Remove existing fiberglass reinforced plastic (FRP) panels and drywall in shower area per Exhibit C	\$30.83	\$7,399.20	\$10.00	\$2,400.00	\$12.50	\$3,000.00	\$32.58	\$7,819.20	\$7.00	\$1,680.00	\$35.00	\$8,400.00	\$30.00	\$7,200.00	\$23.18	\$5,563.68
17	7	150	SF Demolition – Remove and replace existing flooring system. Prepare new surface for epoxy floor coating per Exhibit C	\$93.94	\$14,091.00	\$10.00	\$1,500.00	\$35.50	\$5,325.00	\$74.58	\$11,187.00	\$70.00	\$10,500.00	\$18.00	\$2,700.00	\$75.00	\$11,250.00	\$57.80	\$8,670.60
18	3	2	EA Reinstall salvaged toilets per Exhibit D	\$2,511.06	\$5,022.12	\$3,000.00	\$6,000.00	\$1,200.00	\$2,400.00	\$886.04	\$1,772.08	\$528.00	\$1,056.00	\$1,821.00	\$3,642.00	\$800.00	\$1,600.00	\$1,679.42	\$3,358.84
19	9	2	EA Install new ADA compliant shower EA appurtenances and floor drain in shower area per Exhibit D	\$4,063.56	\$8,127.12	\$5,000.00	\$10,000.00	\$3,650.00	\$7,300.00	\$2,362.50	\$4,725.00	\$5,280.00	\$10,560.00	\$5,222.00	\$10,444.00	\$2,000.00	\$4,000.00	\$3,415.21	\$6,830.42
20)	240	SF Install new FRP panels and drywall per Exhibit D	\$50.23	\$12,055.20	\$39.00	\$9,360.00	\$48.25	\$11,580.00	\$57.73	\$13,855.20	\$70.00	\$16,800.00	\$43.00	\$10,320.00		\$12,000.00	\$49.04	\$11,770.08
21		150	SF Apply epoxy flooring to prepared surface	\$52.30	\$7,845.00	\$50.00	\$7,500.00	\$30.00	\$4,500.00	\$192.00	\$28,800.00	\$100.00	\$15,000.00	\$116.00	\$17,400.00	\$200.00	\$30,000.00	\$104.86	\$15,729.00
22	2	2	EA Install new floor drains and connect to existing drain system per Exhibit D	\$2,903.92	\$5,807.84	\$3,000.00	\$6,000.00	\$2,500.00	\$5,000.00	\$2,365.72	\$4,731.44	\$1,320.00	\$2,640.00	\$2,119.00	\$4,238.00	\$2,000.00	\$4,000.00	\$2,553.93	\$5,107.86

			Steady	Solutions		Construction, nc.	Golden Sur	n Firm and Co.	MJ Ells C	Construction		n and Energy,	US B	uilders	Enginee	's Estimate	Ave	rage
Item Approx.	Unit	Description	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
No Quantity	1		Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount
23 150	SF	Optional – Remove and replace plywood subfloor	\$65.90	\$9,885.00	\$20.00	\$3,000.00	\$22.00	\$3,300.00	\$32.29	\$4,843.50	\$70.00	\$10,500.00	\$17.00	\$2,550.00		\$0.00	\$35.05	\$5,257.13
		TOTAL:		\$274,433.03		\$197,920.00		\$201,851.20		\$290,830.04		\$275,052.00		\$311,320.00		\$278,250.00		\$249,708.28

EXHIBIT A LOCATION MAP

NAVIGATION CENTER 6494 CABALLERO BLVD, BUENA PARK, CA 90620





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B. PROFESSIONAL SERVICES AGREEMENT WITH SOHN ARCHITECTS FOR THE FRIENDSHIP PARK KOREAN PAVILION GARDEN AND SUNDIAL PROJECT

Meeting	Agenda Group					
Tuesday, February 11, 2025, 5:00 PM	NEW BUSINESS Item: 5B.					
Presented By	Prepared By					
Hysun Lee, Assistant Engineer	Mina Mikhael, Director of Public Works/City Engineer					
Approved By	Presented By					
Aaron France, City Manager	Hyang Sun Lee, Assistant Engineer					

RECOMMENDED ACTION

1) Approve a Professional Services Agreement with Sohn Architects in amount of \$207,580 for the Friendship Park Korean Pavilion Garden and Sundial Project; 2) Dispense with competitive bidding pursuant to Buena Park Municipal Code Section 3.28.050 (H) for the proposed services based on findings that Sohn Architects is uniquely qualified and experienced to perform the services; 3) Appropriate \$210,000 from the undesignated General Fund balance to the Friendship Park Improvement Project account; 4) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement prior to execution; and 5) Authorize the City Manager and the City Clerk to execute the agreement.

PREVIOUS CITY COUNCIL ACTION

At the study session on January 14, 2025, staff presented the Friendship Park Korean Pavilion and proposed park improvements to the City Council. Following the discussion, the City Council authorized staff to proceed with the development of the Korean Pavilion Garden and Sundial project.

DISCUSSION

Friendship Park is located within a well-established residential community adjacent to Beatty Middle School and spans approximately 6.9 acres with 35 parking spaces, two of which are ADA accessible. The park currently features a playground, a picnic area with BBQ facilities, a handball court, and restrooms. It has been identified as a priority for improvements in the Parks Master Plan.

The proposed Korean Pavilion will serve as a distinctive landmark that reflects Korean heritage and will add a unique cultural element to the City. The accompanying garden will feature various traditional Korean stone sculptures and children's sensory musical instruments designed to engage in interactive activities. A sundial, located to the east of the garden, will not only indicate time but also allow visitors to read the 24 solar terms. This cultural space will provide an opportunity for residents and visitors to experience Korean culture and history in a meaningful and immersive way.

There are generally two mechanisms for contracting and delivering this project. One option is to solicit competitive proposals from qualified design-build contractors for design and delivery of a turn-key project. A second option is to divide and contract for the project in separate phases: Phase 1 - design of the Pavilion and improvements; Phase 2 - identify and contract for fabrication and delivery of the Pavilion structure; and Phase 3 - install the Pavilion and construct on-site improvements.

Because the Korean Pavilion structure will be designed and manufactured in South Korea before being shipped to the City for installation, close collaboration between the design team and the Pavilion manufacturer is critical for successful implementation of the project, particularly because the Pavilion will need to comply with local building code and ADA requirements. Based on preliminary investigations by staff, there are few design professionals in the area that have experience navigating these unique challenges, suggesting that the design-build approach may not be feasible. However, Sohn Architects was identified by staff as having the requisite professional design experience, as well as unique experience working directly with Korean companies in the fabrication and delivery of architectural features such as the Pavilion.

Because the cost of design and pre-construction work will exceed \$100,000, staff would typically issue a request for proposals seeking to identify a qualified design-build professional to perform the work. However, staff's preliminary investigation is that it is possible the City would get few responses. Therefore, the City Council may desire to award a contract directly to Sohn Architects as permitted by Buena Park Municipal Code Section 3.28.080.H (City Council finds it in the City's best interest to dispense with bidding).

If the City Council were to award a contract to Sohn Architects for design and pre-construction work, Sohn Architects would help the City identify a qualified pavilion manufacturer located in South Korea, oversee design and fabrication in coordination with the manufacturer, manage shipping and handling logistics, and ensure proper delivery of the pavilion and related materials. In addition, Sohn Architects would conduct quality control to verify that all materials meet the required standards before shipment, and complete preliminary design work for related on-site improvements. At a future date, staff would return to the City Council for consideration of contracts with the pavilion manufacturer and a contractor to complete site improvements.

If the City Council desires to move forward, staff recommends approving the Professional Services Agreement in the amount of \$207,580 with Sohn Architects based on the firm's qualifications, experience with similar projects, and expertise in specialized cultural installations. Given the highly specialized nature of this project, Sohn Architects is suited to deliver the required services.

The agreement has been reviewed and approved by the City Attorney.

BUDGET IMPACT

The agreement is in the amount of \$207,580. Staff recommends appropriating \$210,000 from the undesignated General Fund balance for this purpose.

Attachments

Att 1 of 1 - PSA.pdf

CITY OF BUENA PARK PROFESSIONAL SERVICES AGREEMENT PSA 24-17

DATE:		Februa	ary 12, 2	2025							
SERVICES	:		Architectural Design Services for Korean Pavilion and Harmony Park Improvement Project at the Friendship Park								
PROJECT:		Korea	orean Pavilion at Friendship Park								
PARTIES T	O THE AGREEN	MENT:									
"CIT	ΓΥ":	City of Buena	Park, a California Municipal Corporation								
		City Represer	ntative:	Name	e: N	Aina Mikhael					
				Title:		Director of Pu City Enginee					
				Tel.:		714) 562-3672					
				Email	l: r	nmikhael@bu	Jenapark.com				
"CO	NSULTANT":	Steven J. Soh	nn, a Sol	hn Archit	tects,	PC.					
		Consultant		Nama		Otawara I. O.	- h- a				
		Representati	ive:	Name: Title:		Steven J. So Principal Ar					
				Tel.:		(213) 537-71					
				Email:		stevensohn	aia@gmail.com				
SUMMARY	OF TERMS:										
Star	rt Date:		<u>02/12/2</u>	2025							
End	Date:		<u>12/31/2</u>	2025							
Con	tract Value:		<u>\$ 207,5</u>	580.00_ (NOT	TO EXCEED)					
Serv	vices a "Public W	/ork":	NO [`	YES [<u>X</u>] (add "PV	V Exhibit")				
Con	nmunity Workford	ce Agreement:	NO [_ <u>></u>	<u>(</u>) `	YES [] (add "CV	VA Exhibit")				
Insu	irance Approved	By Risk Manag	ement:	NO []	YES [
APPROVEI	D BY:	() Departme Contract Value ≤ \$10,0		ł	C	() City Mai Contract Value ≤ \$80,					
		(X) City Coun Contract Value > \$8 ("Levine Act Exh	0,000	uired)							

AGREEMENT MUST BE FIRST EXECUTED BY CONSULTANT BEFORE IT MAY BE EXECUTED ON BEHALF OF THE CITY.

CITY OF BUENA PARK PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("*Agreement*") is dated as of <u>February 12, 2025</u>, between the City of Buena Park, a California charter city ("*CITY*"), and <u>Sohn Architects, PC.</u> a California corporation, ("*CONSULTANT*"). CITY and CONSULTANT are at times referred to herein jointly as "Parties" and individually as a "Party."

1. TERM. The term of this Agreement shall commence on <u>February 12, 2025</u> and shall remain in full force and effect until <u>December 31, 2025</u> unless extended upon the mutual written agreement of the Parties or earlier terminated pursuant to Section 16.2 of this Agreement (*"Term"*).

2. SERVICES. Subject to the terms and conditions in this Agreement, CONSULTANT shall provide to CITY those services that are specifically described in Exhibit "A" (the "Services"). CITY may request changes or expansion of the Services (each a "Modification") and in such cases the Modification to the Services, and any resulting increase or decrease in the Compensation to be paid CONSULTANT and/or any changes to the Schedule of Performance (defined below), shall be documented in a written amendment to this Agreement. Increases or decreases in Compensation resulting from any Modification to the Services shall be based on the rate specified in the Compensation Schedule (defined below), or if not specified in the Compensation Schedule at then-applicable prevailing market rate charged by CONSULTANT to other customers for the same service.

3. SCHEDULE OF PERFORMANCE. CONSULTANT shall commence providing the Services upon receipt of a written "Notice to Proceed" from the City Representative and CONSULTANT shall proceed only to the extent of such authorization. CONSULTANT shall perform all Services in the time required by the schedule of performance described in Exhibit "A" ("Schedule of Performance"), or if not specified in the Schedule of Performance in a timely and diligent manner reasonably acceptable to CITY.

4. COMPENSATION. The total compensation paid to CONSULTANT for complete performance of the Services, including any authorized reimbursable expenses, shall NOT EXCEED the total maximum sum of <u>\$207,580.00</u> ("*Compensation*"). CONSULTANT shall be paid for performing the Services at the hourly rate, daily rate, flat fee, lump sum, or other basis specified in Exhibit "A" to this Agreement ("*Compensation Schedule*"). The Compensation specified in this section shall be the sole and exclusive consideration paid to CONSULTANT for full and complete performance of the Services and may only be increased by formal amendment to this Agreement.

5. PAYMENT.

5.1 Invoices. Each calendar month after CITY's issuance of the Notice to Proceed, CONSULTANT shall submit an invoice to CITY for the Services performed and any authorized reimbursable expenses incurred in the immediately preceding calendar month. *(Ex: invoices for Services rendered in January should be submitted in February*). The invoices shall describe in detail the Services rendered during each invoice period such as the days worked, personnel involved, number of hours worked, rates charged, milestones achieved, work product generated, or reimbursable expenses incurred, as applicable. CONSULTANT shall remit the invoices to the address and in the manner specified by CITY.

5.2 Payment. CITY shall review all invoices and notify CONSULTANT in writing of any disputed charges or amounts. CITY shall pay all undisputed portions of the invoice within

thirty (30) calendar days after receipt. CITY shall not withhold federal or state payroll or other taxes, or make deductions, from payments made to CONSULTANT.

6. STANDARD OF SKILL. CONSULTANT shall perform all Services in the manner and according to the standards currently observed by a competent practitioner of CONSULTANT's profession in California, and shall at all times, meet or exceed any applicable professional standards of care, workmanship, or conduct. All products of whatsoever nature that CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONSULTANT's profession. The acceptance of the Services by CITY shall not operate as a release of CONSULTANT from such standards of care, workmanship, or conduct.

7. INDEPENDENT CONTRACTOR. CONSULTANT is and shall at all times remain as to CITY a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees or agents, except as herein set forth. CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of CITY as an agent.

7.1 CONSULTANT shall not have the status of an employee of CITY under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for CITY's officers or employees.

7.2 In the event that CONSULTANT, or any of its employees, agents, or subcontractors providing Services under this Agreement, claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("*PERS*") to be eligible for enrollment in PERS as an employee of CITY, CONSULTANT shall indemnify, defend, and hold CITY harmless for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

7.3 CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the Services under this Agreement. All of the Services shall be performed by CONSULTANT or under its direct supervision, and all personnel engaged in the work shall be qualified to perform it. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of the Services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing Services on CITY's premises.

8. ADMINISTRATION.

8.1 City's Representative. The City Representative identified on the cover page of this Agreement shall have authority to administer this Agreement and oversee CONSULTANT's performance of the Services, provided that an individual's authority to amend this Agreement shall be governed by applicable provisions of the Buena Park Municipal Code. All activities performed by CONSULTANT shall be coordinated through the City Representative. CITY may change the identity of the City Representative upon written notice to CONSULTANT.

8.2 Consultant's Representative. Consultant's Representative identified on the cover page of this Agreement has the authority to administer this Agreement on behalf of

CONSULTANT and to act, bind, and approve all matters relating to this Agreement on behalf of CONSULTANT. Consultant's Representative shall not be replaced without the advance consent of CITY, which consent shall not be unreasonably withheld.

9. SAFETY REQUIREMENTS. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL OSHA. CITY may issue restraint or cease and desist orders to CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the Services. CONSULTANT shall maintain the work sites free of hazards to persons and property resulting from its operations. CONSULTANT shall immediately report to CITY any hazardous condition noted by CONSULTANT.

10. INDEMNIFICATION AND HOLD HARMLESS.

10.1 Purpose of Section. CONSULTANT agrees that CITY, and its elected officials, officers, employees, and agents (cumulatively "*City Indemnitees*") shall, to the fullest extent permitted by California law, be fully protected from any loss, injury, damage, claim, liability, taxes, fees, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other cost or damages of any kind arising out of or in any way related to CONSULTANT's provision of the Services or performance of this Agreement. This Section is intended by the Parties to provide the fullest protection possible under California law to CITY and the City Indemnitees. CONSULTANT acknowledges that CITY would not have entered into this Agreement without the covenants and commitments of CONSULTANT in this Section 10.

10.2 Indemnification for Design Services (if applicable). Consistent with California Civil Code Section 2782.8, if and to the extent the Services are design professional services to be performed by a design professional, as that term is defined under said Section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, indemnify, protect, defend, and hold the City Indemnitees harmless for all claims, demands, costs, or liability that arise out of, pertain, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, or agents in said performance of the Services, excepting only liability arising from the sole negligence, active negligence, or intentional misconduct of CITY.

Indemnification for Services. Other than in the performance of design 10.3 professional services by a design professional, as covered by Section 10.2 above, to the fullest extent permitted by law CONSULTANT shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the City Indemnitees from and against any and all damages, costs, taxes, fees, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and/or losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions, or willful misconduct, of CONSULTANT, or its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of this Agreement, including CONSULTANT's active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of CITY, as determined by final arbitration or court decision or by the agreement of the Parties. CONSULTANT shall defend the City Indemnitees in any action or actions filed in connection with any Claims with counsel of CITY's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by City Indemnitees in connection therewith.

10.4 Taxes, Assessments, Workers Compensation. CONSULTANT shall pay all required taxes on amounts paid to CONSULTANT under this Agreement and indemnify and hold CITY harmless from any and all taxes, assessments, penalties and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with applicable workers' compensation laws regarding CONSULTANT and its CONSULTANT shall indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws.

10.5 Obligations Not Limited by Insurance. The obligations and covenants of CONSULTANT in this Section 10 are independent and separate from any requirement or covenant to carry insurance. The obligations of CONSULTANT under this Section 10 shall not be limited by the limits of any policies of insurance by this Agreement or otherwise maintained by CONSULTANT, nor shall CONSULTANT's obligations by limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives any statutory immunity under such statutes or laws as to the CITY or City Indemnitees.

10.6 Survival; Enforcement. CONSULTANT's obligations and covenants under this Section shall survive the expiration or termination of this Agreement and shall continue in full force and effect for a time at least equal to the statute of limitations that is applicable to the underlying Claim, demand, cost or liability. CITY may offset against the amount of any compensation due CONSULTANT any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay CITY any obligation for reimbursement or indemnification arising under this Section 10.

11. INSURANCE. At all times during the term of this Agreement CONSULTANT shall maintain insurance coverage in the forms, types, and amounts that are set forth in this Section 11, and upon CITY's request CONSULTANT shall provide evidence of such coverage to the satisfaction of CITY's Director of Risk Management, which may include a visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance.

11.1 Minimum Scope of Insurance. CONSULTANT shall maintain policies with coverage at least as broad as:

.1 Commercial General Liability insurance using the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.

.2 The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1-Any Auto).

.3 Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.

.4 Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT's profession. If such insurance policy is written on a claims-made form, the retroactive date must be shown and must be before the effective date of the Agreement or the commencement of Services by Consultant.

11.2 Minimum Limits of Insurance. CONSULTANT shall maintain insurance coverage limits not less than:

.1 Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services / location or the general aggregate limit shall be \$2,000,000 and contain specific language creating a duty to defend against any suit seeking damages.

damage.

- .2 Automobile Liability: \$1,000,000 per accident for bodily injury and property
- .3 Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

.4 Professional liability: \$1,000,000 per claim, with an extended reporting period of not less than two years.

11.3 Umbrella or Excess Insurance. In the event CONSULTANT purchases an umbrella or excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies) required by this Section 11.

11.4 Deductibles and Self-insured Retentions: CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY and City Indemnitees; or (ii) CONSULTANT shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

11.5 Required Endorsements. Each insurance policy shall be endorsed as follows:

.1 Except with respect to Employer's Liability or Professional Liability/E&O policies required by this Section 11, CITY and City Indemnitees shall be named as additional insureds (collectively "*Additional Insureds*"). Additional Insured endorsements shall not: (a) be limited to "Ongoing Operations"; (b) exclude "Contractual Operations"; (c) restrict coverage to the "Sole" liability of CONSULTANT; or (d) contain any other exclusion contrary to this Agreement.

.2 For any claims related to this Agreement or the Services performed under this Agreement, CONSULTANT's insurance coverage shall be primary to any other similar insurance carried by Additional Insureds. Any insurance or self-insurance maintained by Additional Insureds shall be in excess of CONSULTANT's insurance and shall not be called upon to contribute with it. .3 All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) calendar days' prior written notice from insurer to CITY. The notice shall be provided via certified mail, return receipt requested. CONSULTANT shall require its insurer to modify the applicable policy and all certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

.4 Each policy shall be endorsed to state that the insurer waives the right of subrogation against CITY and City Indemnitees.

11.6 Duration of Insurance. The requirements of this Section 11 shall survive expiration or termination of the Agreement. Insurance must be maintained, and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

11.7 Acceptability of Insurers. All insurance coverage required by this Agreement shall be written by insurers admitted to conduct business in the State of California by the Department of Insurance and rated "A:VIII" in the most recent A.M. Best's Insurance Rating Guide.

11.8 Verification of Coverage. CONSULTANT shall furnish CITY with evidence of the insurance required by this Agreement to the satisfactory to CITY. Such evidence shall consist of original certificates of insurance and amendatory endorsements, including an additional insured endorsement. The endorsements shall be on forms provided by CITY or on such other forms approved by CITY and conforming to CITY's requirements. CONSULTANT shall file all certificates of insurance and fully executed endorsements with CITY before commencing performance of the Services. Where and at the times applicable, CONSULTANT shall also provide proof that the policies of insurance required under this Agreement and expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. CONSULTANT shall furnish such proof to CITY prior to the expiration of the original policies. CITY may require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. CONSULTANT shall provide complete copies of policies to CITY upon request.

11.9 Other Insurance Provisions.

.1 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to CITY or its operations limits the application of the insurance coverage.

.2 Requirements of specific coverage features or limits contained in this Section 11 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

.3 All insurance coverage shall cover CONSULTANT's operations pursuant to the terms of this Agreement.

.4 Any actual or alleged failure on the part of CITY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of CITY or any additional insured, in this or any other regard.

.5 In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right, but not the duty, to obtain the insurance it deems necessary, and CONSULTANT shall promptly reimburse to CITY any premium paid by CITY.

.6 CONSULTANT shall provide immediate notice to CITY of any claim or loss against CONSULTANT that includes CITY or any of the Additional Insureds as a defendant. CITY assumes no obligation or liability from the notice. CITY shall have the right, but not the duty, to monitor the handling of the claim or claims if they are likely to involve CITY.

11.10 Subcontractors. CONSULTANT shall include all subcontractors, or any other party involved in the performance of the Services, as insureds under its policies or shall require subcontractors or any other party involved in the Services by CONSULTANT to carry the same insurance as required in this Section 11. CONSULTANT shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section. CONSULTANT shall require that no contract used by any subcontractor, or contract CONSULTANT enters into on behalf of CITY, shall reserve the right to charge back to CITY the cost of insurance required by this Agreement. CONSULTANT shall, upon request, submit to CITY for review, all agreements with subcontractors or others with whom CONSULTANT contracts with on behalf of CITY, and all certificates of insurance obtained in compliance with Section 11.8. CITY's failure to request copies of the documents shall not impose any liability on CITY, or its employees, or be deemed a waiver of any of CITY's rights.

12. WORK PRODUCT.

12.1 Deliverables. CONSULTANT shall, in such time and in such form as CITY may require, furnish reports concerning the status of Services required under this Agreement. CONSULTANT shall, upon request by CITY and upon completion or termination of this Agreement, deliver or return to CITY all material furnished to CONSULTANT by CITY.

12.2 Ownership.

.1 All draft and final reports, documents and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files or other media whatsoever, created or developed by CONSULTANT in the performance of this Agreement (collectively, "*Work Product*") shall be considered to be "works made for hire" for the benefit of CITY. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY upon final payment being made. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

.2 CONSULTANT hereby assigns to CITY all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights that are not otherwise vested in CITY pursuant to subsection .1 above.

.3 CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment, CITY shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. CONSULTANT shall defend, indemnify and hold CITY and the City Indemnitees harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights or interests in products, ideas or inventions. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event any the use of any of the Work Product or other deliverables hereunder by CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for CITY the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. CONSULTANT's covenants under this Section 12.2 shall survive the expiration or termination of this Agreement.

13. CONFIDENTIALITY. During performance of this Agreement, CONSULTANT may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "*City Information*") that are valuable, special and unique assets of CITY. CONSULTANT agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONSULTANT shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONSULTANT shall comply with all CITY policies governing the use of CITY network and technology systems. A violation by CONSULTANT of this section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

14. **RECORDS.** CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information relating to the Services, as required by CITY or the City Representative. CONSULTANT shall maintain adequate records on services provided in sufficient detail to permit an evaluation of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, CONSULTANT shall provide access to such books and records to the City Representative, or his or her designees, and shall give the City Representative, or his or her designees, the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement.

15. ASSIGNMENT AND SUBCONTRACTING. This Agreement is personal to CONSULTANT and CITY has entered this Agreement in reliance on CONSULTANT's skill, competence and experience. CONSULTANT shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without CITY's prior written consent, by and through the City Representative. CITY's consent to an assignment of rights under this Agreement shall not release CONSULTANT from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by CONSULTANT in violation of this Section shall be void and of no effect and shall entitle CITY to immediately terminate this Agreement for cause. As used in this section, "assignment" and

"delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs. CONSULTANT shall not subcontract any performance required under this Agreement without CITY's prior written consent.

16. SUSPENSION AND TERMINATION.

16.1 Right to Suspend. CITY shall have the right at any time to temporarily suspend CONSULTANT's performance hereunder, in whole or in part, by giving a written notice of suspension to CONSULTANT. If CITY gives such notice of suspension, CONSULTANT shall immediately suspend its activities under this Agreement as specified in such notice.

16.2 Termination. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONSULTANT. If CITY gives such notice of termination, CONSULTANT shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

.1 CONSULTANT shall, not later than five days after such notice of termination, deliver to CITY copies of all Work Product or other information prepared pursuant to this Agreement.

.2 CITY shall pay CONSULTANT the reasonable value of Services rendered by CONSULTANT prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONSULTANT had the Agreement not been terminated or had CONSULTANT completed the Services required by this Agreement. In this regard, CONSULTANT shall furnish to CITY such financial information as in the judgment of CITY is necessary for CITY to determine the reasonable value of the Services render by CONSULTANT. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

17. Conflicts of Interest. CONSULTANT shall comply with all applicable federal, state and local conflict of Interest laws, including the Political Reform Act (Cal. Gov. Code § 81000 *et seq.*), the Levine Act (Cal. Gov. Code § 84308), and California Government Code Section 1090. CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONSULTANT's performance of Services under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONSULTANT agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement.

18. NOTICES. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be given in writing to the person at the addresses specified on first page of this Agreement and deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during CONSULTANT's and CITY's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid. Either Party may change the specified person or address at which it is to receive notices by advising the other Party in writing.

19. MISCELLANEOUS TERMS.

19.1 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement shall prevail.

19.2 Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

19.3 Nuisance; Compliance with Laws. CONSULTANT shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with performing the Services. In the performing the Services CONSULTANT shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and the local laws, regulations, and policies of the City of Buena Park.

19.4 Permits and Licenses. CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate permits, licenses, and certificates that may be required in connection with performing the Services.

19.5 Governing Law; Venue. The terms of this Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, without regard for its conflicts of laws principles, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. The venue for resolving any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be a court with jurisdiction that is located in the County of Orange, California.

19.6 Cost of Litigation. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort, or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable.

19.7 Waiver. No delay or omission to exercise any right, power or remedy accruing to CITY under this Agreement shall impair any right, power or remedy of CITY, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver by CITY of any breach, any failure of a condition, or any right or remedy under this Agreement shall be: (1) effective unless it is in writing and signed by the Party making the waiver; (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

19.8 Efficient Performance. CONSULTANT shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

19.9 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19.10 When Rights and Remedies Not Waived. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default that may then exist, on the part of CONSULTANT, and the making of any such payment by CITY while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to CITY with regard to such breach or default.

19.11 Severability. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

19.12 Captions. The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement and the rights or obligations of the Parties to this Agreement.

19.13 Word Usage. Unless the context clearly requires otherwise, (a) the word "shall" is mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

19.14 Integrated Agreement and Modification of Agreement. This Agreement, and all exhibits referred to in this Agreement, constitutes the final, complete and exclusive statement of the terms of the agreement between CITY and CONSULTANT with respect to the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous oral or written negotiations, representations or agreements of the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both Parties.

19.15 Authority to Bind Parties. Each of the undersigned hereby represents that he or she has the authority to execute this Agreement on behalf of his or her contracting Party.

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above by and through their duly authorized representatives.

	BUENA PARK nia municipal corporation	CONSULT Sohn Arch	ANT* hitects, a Professional Corporation Name of Business
Signature	9	Signature	
Name:	Mina Mikhael	Name:	Steven J. Sohn
Title:	Director of Public Works / City Engineer	Title:	Principal Architect

*If CONSULTANT is a corporation, then pursuant to California Corporations Code Section 313 this Agreement must be executed by either: (1) the chairperson of the board; (2) the president; or (3) the vice president plus any one of the following: the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer.

Signature		
Name:		
Title:		
THUC.		

ATTEST:

BY:

Adria M. Jimenez, City Clerk

APPROVED AS TO FORM:

BY: _____ Christopher Cardinale, City Attorney

1) SERVICES. CONSULTANT shall provide to CITY the following Services

The City of Buena Park is undertaking the design, fabrication, and installation of a traditional Korean Pavillion Structure (the "Pavillion") and associated improvements at *Friendship Park* (the "Project"), with the Project proceeding in three phases: (1) certain architectural, design, consulting, and other preconstruction services to be provided by CONSULTANT under this Agreement (the "Services"); (2) the City's future contracting and procurement of a traditional Korean Pavillion Structure from a third-party; and (3) the City's future contracting for construction of the Project with a third-party contractor.

The specific Services to be provided by CONSULTANT under this Agreement include the following:

General Description of Professional Services:

- Analyzing the project requirements and program
- Revising the Pavillion plans in order to meet the owner's and building code requirements,
- Providing construction documents including Geotechnical Investigation, Site Survey, Landscape Design, Structural Engineering, and Electrical Engineering Services,
- · Contacting and working with governmental agencies toward obtaining ultimate design approval of the Project.
- The scope of architectural services covered in this proposal is in accordance with the American Institute of Architects Standard Form of Agreement Between Owner and Architect, B101, current edition, unless herein noted otherwise, including Schematic Design phase through Construction Administration.

Friendship Pavilion Professional Design Services:

- Design of the Pavilion and modifications necessary to comply with applicable building codes and ADA requirements
- Grading Design for the Pavilion Area
- Design for Pavilion Foundation, Ramp, & Paving Design with Structural Engineering
- Landscaping & Planting Design around Pavilion Area
- Electrical Design & Engineering for Outdoor Lighting
- Oversea (Korea) Procurement and Prefabrication Consulting Services & Assistance for Pavillion Structure (Korean Supplier)

Friendship Monument Design Scope includes:

- Grading Design at Monument Area
- Monument & Stone Sculpture Foundations, & Paving Design with Structural Engineering
- Landscaping & Planting Design around Monument Area
- Electrical Design & Engineering for Outdoor Lighting
- Oversea (Korea) Procurement Consulting Services & Assistance for Monument & Stone Sculptures (Korean Supplier)

Musical Harmony Park Design Scope includes:

- Grading Design at Musical harmony Park Area
- Outdoor Musical Instruments & Paving Design with Structural Engineering
- Landscaping & Planting Design around Musical harmony Park Area
- Electrical Design & Engineering for Outdoor Lighting
- Procurement Assistance for Outdoor Musical Instruments (U.S.A Supplier)

Procurement & Fabrication Consultation Services & Assistance includes:

- Provide design assistance and coordination with supplier of Pavilion Structure to ensure compliance with applicable building codes and ADA requirements
- Oversea (Korea) design, consulting, quality assurance, and assistance obtaining competitive pricing for fabrication and procurement of Pavilion, Monument, and Stone Sculptures
- Design, consulting, quality assurance, and assistance obtaining competitive pricing for Outdoor Musical Instruments from domestic suppliers.
- Shipping & Handling Control and Coordination

Continued on following page

Description of Services Cont.

Procedure for Korean Pavilion Production

The prefabricated Korean pavilion production process, scheduling, quality control and on-site assembly to complete the Friendship Pavilion.

Phase 01: Initial Research and Vetting

- Identifying companies with a strong track record. Review for those with extensive experience in prefabricated Korean
 pavilion projects. Prioritize companies with a proven history of successful projects. Years in business and specialization
 in Korean pavilion construction in U.S. are key indicators.
- Investigate the types of materials they use. Inquire about their construction methods and adherence to industry standards. Validate their quality by requesting examples of their past projects and the finishes.
- Determine the extent to which they can customize their designs to comply with the City of Buena Park Building Code requirements, and accommodate proposed unique aesthetic vision, functional requirements, and specific on-site assembly conditions.
- Transparency: For transparent pricing structures, review detailed quotes that outline all costs, including materials, labor, transportation, and installation, and ensure clear timelines for design, fabrication, and delivery.

Phase 02: On-Site Visit and Evaluation (1st Travel in Korea)

- Visiting the company's production facilities to witness manufacturing processes, the quality of materials used, the overall
 organization of the facility, the craftsmanship, and the production details. A local architect and coordinator in Korea to
 accompany on the visit to provide valuable insights into local practices and potential challenges.
- Visiting their completed projects. Check the possibility of specific design requirements and incorporate them into the proposed pavilion.
- Meeting with Key Personnel: Confirm their expertise and communication style
- Material Samples and Mock-ups: Requesting samples of the materials they use, including structural components, cladding, and finishes. If possible, review mock-ups or prototypes

Phase 03: Presenting to the City Council (April 22, 2025): Presentation to the City Council: Present the proposals from different companies for review and comparison by the City Council.

Phase 04: Contracting Review and Selection: Provide assistance with the City in completed and entering into a contract with the selected provider, with the form of the contract including the City's standard terms and subject to review and approval by the City Attorney.

Phase 05: Pre-Production Quality Control

- Design Review: Conduct detailed design reviews with the company's key personnel, Sohn Architects, and Local Coordinator to identify potential issues with architectural aesthetics, structural integrity, and compliance with building codes. Reviewing shop drawings before production begins. These drawings should clearly show all dimensions, materials, and construction details.
- Production Process Standardization: Develop and document clear manufacturing procedures for each component, including tolerances and quality standards.
- Verify the quality of all raw materials to ensure compliance with specifications.

Phase 06: In-Production Quality Control (2nd Travel in Korea) - 60% of Production

- Visual Inspections: Sohn Architects and Local Coordinator will visit to conduct visual inspections of each component during production.
- The Local Architect as an independent inspector will conduct quality control checks, especially for critical elements.
- Dimensional Checks: Use precise measuring tools to verify dimensions of components against
- design specifications.
 Assembly Line Checks: Perform quality checks at each assembly stage to ensure proper connections and alignment of components.

Phase 07: Post-Production Quality Control (3rd Travel in Korea) – 100 % of Production

- Final Inspection: Sohn Architects and Local Coordinator will perform a thorough final inspection of each prefabricated pavilion module before shipment.
- Shipping & Handling: Sohn Architects and Local Coordinator will inspect the shipping items list and packing method for the door to door international delivery to the construction site in the City of Buena Park.

Continued on following page

Description of Services Cont.

Phase 08: On-Site Assembly

- Assembly on construction site: With the concrete foundation complete, the on-site assembly of the prefabricated pavilion modules will commence. The assembly will be carried out by a specialized team dispatched from Korea. Prior to their arrival, the project manager shall confirm all site preparations are complete and any necessary permits are in place. The estimated assembly time is two to three weeks. A clear communication channel with the assembly team and project manager to stay informed of progress and address any potential delays.
- Final Inspection: Upon completion of the assembly, conduct a thorough final inspection with the assembly team and project manager. Verify that all components are installed correctly, finishes are satisfactory, and the pavilion meets the agreed-upon specifications.

Scope of Project Design Work

TASK 01: Schematic Design Phase Drawings (60%)

- 1. A project kick-off meeting with the City of Buena Park.
- During the Schematic Design Phase, Sohn Architects shall conduct a site inspection to gather the following information:

 Review and investigate existing site conditions.
 - b. Determine project location and layout limits.
- 3. 60% Design Deliverables:
 - a. Geotechnical Investigation reports and Site Survey plans
 - b. Schematic design package with Friendship Pavilion and Musical Harmony Park design idea and layout.

TASK 02: Design Development Phase Drawings (90%)

- 1. Comment from Schematic Design submittal review will be incorporated.
- 2. During the design development phase, Sohn Architects shall coordinate and develop the project drawings with following consultants:
 - a. Landscape Designer, Civil Engineer, Structural Engineer, and Electrical Engineer
 - b. Oversea Local Coordinator for Pavilion, Monument, and Stone Sculptures
 - c. Local Consultant for Outdoor Musical Instruments
- 3. 90% Design Deliverables:
 - a. Demolition plans identifying items to be demolished and items to be protected in place.
 - b. Proposed Construction plans with Pavilion and Musical Harmony Park including engineering documents & details.

TASK 03: Construction Document Phase Drawings (100%)

- 1. Review the comments for 90% design plans and specifications, Coordinate and clarify design items with the City and project team.
- 2. Update the Construction Documents and Specifications to be used for project permitting.

TASK 04: Permitting

- 1. Building permit submittal documents will be prepared, including all required documents and preparing the permit package for the City to submit to reviewing agencies.
- 2. If required, documents will be provided for submittal to the City Building and Safety for ADA compliance review.
- 3. Provide additional documentation as required. The City is responsible for all necessary payment of all permit submittal / review fees.

TASK 05: Bidding and Construction Administration

- 1. Sohn Architects shall provide the following during project bidding;
 - a. Assist the City for bid document preparation including bid schedule.
 - b. Attend pre-bid meeting.
 - c. Respond to requests for information during the bidding phase
 - d. Prepare any plan and specification corrections, as required.
- 2. Construction Administration Services during Construction will be proposed as following
 - a. Shop drawing submittals by the chosen contractor will be reviewed for conformance with the construction documents.
 - b. Contractor requests for information (RFI) will be addressed, and submittals will be reviewed.
 - c. If required, additional engineering will be provided with additional costs
 - d. A final on-site review of construction and a completion punch list will be generated and Contractor's final As-Built drawing will be reviewed.

2) SCHEDULE OF PERFORMANCE. CONSULTANT shall perform all Services in compliance with the following Schedule of Performance:

See Project Schedule in Exhibit "B" attached and incorporated into the Agreement.

3) **COMPENSATION SCHEDULE.** CONSULTANT shall be paid for performing the Services at the follow rates and times:

Total maximum compensation not to exceed \$207.508.00, to be paid on a percentage complete basis. See Preconstruction Budget in Exhibit "C" attached and incorporated into the Agreement.

EXHIBIT B

Attach Project Schedule from Consultant's Proposal behind this Page

PROJECT SCHEDULE

Friendship Park Pavilion, Buena Park, California

Project Owner: <u>City of Buena Park</u> Today's Date: 2/3/2025	(Mon) (vertical red line)		
Start Date: 2/17/2025	(Mon)	t Day of Week (Sun=1): 2	
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WBS Tasks	Start End	Day Day	
1 Design & Engineering	2/17/25 8/04/25 168	% 121 0 168	
1.1 Land Survey & Soil Testing	2/17/25 3/03/25 14	% 11 0 14	
1.2 Architectural Design	3/03/25 3/31/25 28	% 21 0 28	
1.2a 1 st Travel in Korea	3/24/25 3/31/25 7	6 0 7	
1.3 Landscaping Design	3/31/25 4/28/25 28	% 21 0 28	
1.4 Civil Engineering	3/31/25 4/28/25 28	% 21 0 28	
1.5 Structural, Electrical Engineering	3/31/25 4/28/25 28	% 21 0 28	
1.6 City Approval	4/28/25 6/02/25 35	<mark>% 26 0 35</mark>	
1.7 Bidding & Negotiation	6/02/25 8/04/25 63	% 46 0 63	
2 Durfahrissting			
2 Prefabrication 2.1 Pavilion Design Modification	3/31/25 8/18/25 140 3/31/25 4/21/25 21	% 101 0 140 % 16 0 21	
2.1a 2 nd Travel in Korea	5/05/25 5/12/25 7	% 6 0 7	
2.2 Pavilion Kit Manufacturing	4/21/25 6/23/25 63	% 46 0 63	
2.2a 3 rd Travel in Korea	6/23/25 6/30/25 7	% 6 0 7	
2.3 Pavilion Shipping & Handling	6/30/25 8/18/25 49	36 0 49	
2.4 Sundial & Sculptures Design	3/31/25 4/21/25 21	% 16 0 21	
2.5 Sundial & Sculptures Manufacturing	4/21/25 6/23/25 63	% 46 0 63	
2.6 Sundial & Sculptures Shipping & Handling	6/23/25 8/18/25 56	% 41 0 56	
2.7 Outdoor Musical Instruments	6/23/25 8/18/25 56	% 41 0 56	
3 Site Improvement	8/04/25 9/08/25 35	<mark>%</mark> 26 0 35	
3.1 Mobilization	8/04/25 8/11/25 7	6 0 7	
3.2 Site Improvement & Grading	8/11/25 8/25/25 14	% <u>11</u> 0 14	
3.3 Finish Grading3.4 Excavation	8/25/25 9/01/25 7 9/01/25 9/08/25 7	6 0 7 6 0 7	
	5/01/25 5/06/25 /		
4 Pavilion Construction	9/08/25 11/10/25 63	% 46 0 63	
4.1 Pavilion Construction Commencement	9/08/25 9/15/25 7	6 0 7	
4.2 Pavilion Foundation, Slab, Ramp	9/15/25 10/06/25 21	% 16 0 21	
4.3 Pavilion Kit Assembling & Installation	10/06/25 10/27/25 21		
4.4 Landscaping & Hardscaping	10/27/25 11/10/25 14		
4.5 Dry Rock Garden & pond	10/27/25 11/10/25 14		
5 Harmony Park Development	10/06/25 11/24/25 49	36 0 49	
5.1 Grading & Compaction	10/06/25 10/13/25 7	% 6 0 7	
5.2 Monument & Sculptures Foundation	10/13/25 10/27/25 14	% 11 0 14	
5.3 Monument & Sculptures Installation	10/27/25 11/03/25 7	6 0 7	
5.4 Landscaping & Hardscaping	11/03/25 11/17/25 14		
5.6 Musical Instrument Installation	11/17/25 11/24/25 7	<mark>% </mark> 6 0 7	
6 Completion	11/24/25 12/08/25 14	% 11 0 14	
6.1 Construction Punch List	11/24/25 12/08/25 14		
6.2 Clean up	12/08/25 12/15/25 7		
6.3 Project Completion	12/15/25 12/22/25 7		

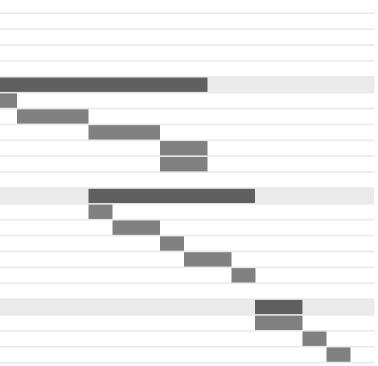


EXHIBIT C

Attach Construction Budget from Consultant's Proposal behind this Page.



Sohn Architects

1501 E. Artesia Blvd, Long Beach, California 90805 t: 213 . 537 . 7188 / f: 213 . 537 . 7144 StevenSohnAia@Gmail.com

January 24, 2025

Project:Friendship Pavilion at Friendship Park, City of Buena ParkAddress:5290 Cameron Dr., Buena Park, California 90621

PRE-CONSTRUCTION BUDGET

Description		Cost	Sub Total
Pre-Construction			
Design & Engineering			\$148,580.00
Architectural Design		\$55 <i>,</i> 600.00	
Landscape Design		\$21,580.00	
Structural Engineering		\$17,400.00	
Electrical Engineering		\$9,000.00	
Civil Engineering		\$13,200.00	
Geotechnical & Geological Investigation			
Land Survey		\$15,300.00	
Soil Testing Engineering		\$9 <i>,</i> 900.00	
Percolate Test		\$6,600.00	
Project Management & Coordination			\$59,000.00
Project Management		\$16,000.00	
Oversea Local Coordination (6% - 10% of Pre-Fab. Budge	t)	\$25,000.00	
Pavilion Fabrication Quality Control	\$13,800.00		
Sundial & Pedestal Fabrication Quality Control	\$600.00		
Stone Sculptures Fabrication Quality Control	\$7,200.00		
Shipping & Handling Control	\$3,400.00		
Travel & Lodging Expenses		\$18,000.00	
Air Travel Expenses (2 times x 2 passenger)	\$8,100.00		
Lodging Expenses (2 times x 6 night)	\$3,600.00		
Automobile Rental (2 times x 7 days)	\$2,100.00		
General Travel Expenses (incl. Daily Meals)	\$4,200.00		

\$207,580.00

EXHIBIT D

PUBLIC WORKS - CALIFORNIA LABOR CODE REQUIREMENTS

(Labor Code §§ 1720 et seq., 1813, 1860, 1861, 3700)

If the Services, in whole or in part, constitute "public works" as defined by California law, then CONSULTANT shall comply with the terms and conditions set forth in this PUBLIC WORKS EXHIBIT.

"Public works" include, but is not limited to the following: BOUNDARY SURVEY WORK, TOPOGRAPHICAL SURVEY WORK, RELOCATION WORK, CONSTRUCTION INSPECTION, TESTING AND OVERSIGHT SERVICES, SITE ASSEMBLY WORK, PRECONSTRUCTION TESTING AND INSPECTION SERVICES, INSTALLATION AND REMOVAL OF TEMPORARY FENCING AT PROJECT SITES, OR GEOTECHNICAL WORK (INCLUDING SOIL AND COMPACTION TESTING, FIELD TECHNICIAN OBSERVATION OF ALL TRENCHING AND BACKFILL OPERATIONS, AND FIELD TECHNICIAN INSTALLATION OF MONITORING DEVICES).

As to any portion of the Services that are "public works," CONSULTANT shall comply in all respects with all applicable provisions of the California Labor Code, including the following:

- 1. This Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and CITY and CONSULTANT agree to be bound by all the provisions thereof as though set forth fully in this Agreement.
- 2. CONSULTANT shall be registered with the Department of Industrial Relations ("DIR") in accordance with California Labor Code Section 1725.5 and has provided proof of registration to CITY prior to the Effective Date of this Agreement.
- 3. CONSULTANT agrees to comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at:

http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm.

Applicable prevailing wage determinations are also are on file with CITY and are available to any interested party upon request. CONSULTANT shall, as a penalty to CITY, forfeit not more than two-hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under this Agreement by CONSULTANT or by any subcontractor.

4. Pursuant to California Labor Code Section 1771.4, CONSULTANT's services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONSULTANT shall post job site notices as prescribed by DIR regulations and furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).

- 5. CONSULTANT shall comply with the provisions of California Labor Code Section 1776 which, among other things, require CONSULTANT and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform CITY of the location of the records. CONSULTANT is responsible for compliance with Section 1776 by itself and all of its subcontractors.
- CONSULTANT shall comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONSULTANT is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.
- 7. CONSULTANT shall comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. CONSULTANT shall, as a penalty to CITY, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by CONSULTANT or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.
- 8. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONSULTANT hereby certifies as follows:

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

EXHIBIT E

REQUIRED FOR ALL CONTRACTS AWARDED BY THE CITY COUNCIL (OTHER THAN COMPETITIVELY BID, LABOR, OR PERSONAL EMPLOYMENT CONTRACTS)

LEVINE ACT DISCLOSURE STATEMENT

California Government Code section 84308, commonly referred to as the "Levine Act," precludes an elected or appointed officer of a local government agency from making, participating in, or in any way attempting to influence the awarding of a contract by the agency if the officer receives any political contributions totaling more than \$250 in the 12 months preceding the contract award, during the proceeding leading to the contract award, and for 12 months following the final decision on the contract, when the contribution is from any person that has a financing interest in the contract. This prohibition applies to contributions made directly to the officer, received by the officer on behalf of any other officer, or received on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of any such contributions to be made by a party to be awarded a contract by the local agency. The Levine Act does not apply to contracts that are competitively bid, labor, or personal employment contracts.

LEVINE ACT DISCLOSURES:

1. Have you or your company, or any agent on behalf of you or your company, made any contributions of more than \$250 to any member of the Buena Park City Council in the 12 months preceding the date the City issued the request for proposals leading to the contract?

YES NO

If yes, please identify the Councilmember(s) and amount of any such campaign contribution(s):

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any contributions of more than \$250 to any member of the Buena Park City Council after the date of the issuance of the request for proposals, or in the 12 months after the City Council's decision on the contract?

YES NO

If yes, please identify the Councilmember(s):

NOTE: Answering yes to either of the two (2) questions above does not preclude the City of Buena Park from awarding a contract to your firm. It does, however, preclude the identified officer(s) from making, participating in, or in any way attempting to influence the contract award process. Failing to provide full and accurate information on this form may be grounds for disqualification and other legal penalties.

DATE

SIGNATURE OF AUTHORIZED OFFICIAL

NAME OF COMPANY

NAME, TITLE



City Council Regular Meeting Agenda Report

C. ADOPT AN ORDINANCE REGULATING THE USE OF GAS-POWERED LAWN EQUIPMENT CITYWIDE AND APPROVE A BUDGET APPROPRIATION FOR A REBATE PROGRAM AND ACQUISITION OF NEW CITY ELECTRIC LAWN EQUIPMENT

Meeting Agenda Group	
Tuesday, February 11, 2025, 5:00 PM	NEW BUSINESS Item: 5C.
Presented By	Approved By
Lotus Thai, Sustainability Manager	Matt Foulkes, Community Development Director
Prepared By	Approved By
Lotus Thai, Sustainability Manager	Aaron France, City Manager
Presented By	
Lotus Thai, Sustainability Manager	

RECOMMENDED ACTION

1) Adopt an ordinance regulating the use of gas-powered lawn equipment; 2) Authorize the City Manager and City Attorney to finalize the Program Guidelines and make any non-monetary changes to the Program, as necessary; and 3) Allocate \$88,000 from the undesignated General Fund balance for the rebate program and acquisition of new electric lawn equipment for city use.

PREVIOUS CITY COUNCIL ACTION

This item was discussed during study session on June 11, 2024. At the direction of City Council, the Climate Action Commission developed a transition plan (Attachment 2) at their July 2, 2024, meeting. On October 8, 2024, the plan was presented to the City Council during study session.

DISCUSSION

Environmental Background

The negative environmental impacts of gas-powered lawn equipment are substantial. According to the California Air Resources Board (CARB), a gas-powered lawnmower operating for one hour emits as much smog-forming pollution as driving a mid-sized sedan about 300 miles. The air pollution that this equipment generates is responsible for health risks as they emit high levels of reactive organic gases, particulate matter, and nitrogen oxide. These emissions are harmful not only to the people operating the equipment, but also to the neighborhoods and the environment at large. According to a 2020 report, lawn equipment across the United States produced more than 68,000 tons of nitrogen oxides, more than 350,000 tons of volatile organic compounds, 30 million tons of carbon dioxide, and nearly 19,000 tons of methane.

Regulatory Background

The state legislature previously approved Assembly Bill No. 1346, which banned the sale of gas-powered lawnmowers and leaf blowers as of January 1, 2024. While homeowners and businesses will still be permitted to use gas-powered equipment after that date, they will no longer be able to purchase them in California.

A few cities in the state have transitioned to electric lawn equipment. The City of Irvine recently adopted an ordinance that will transition to electric leaf blowers, lawnmowers, string trimmers, hedge trimmers, edgers, and chainsaws. Beginning July 1, 2024, businesses working in Irvine that employ more than 50 people are not able to use gas-powered leaf blowers and lawnmowers, while residents and all other smaller businesses had until January 1, 2025. The ban on using all other gas-powered equipment went into effect on January 1, 2025, for businesses that employ more than 50 people, and will go into effect on July 1, 2026, for residents and all other businesses. Any landscaping company working in Irvine, regardless of where that business is based, is be subject to these regulations.

The Pasadena City Council voted to ban the use of gas-powered leaf blowers in March 2022. The Pasadena leaf blower ban is enforced by Code Enforcement on a reactive, complaint basis. A warning notice with a 30-day compliance period is issued to the landscape business owner/operator with continued violations resulting in citations.

Current Incentive Programs

To aid the transition to electric equipment, South Coast Air Quality Management District (AQMD) is offering rebates to both residential and commercial customers who turn in their gas-powered equipment to an approved dismantler (Attachment 3). The AQMD program is currently oversubscribed. Orange County Power Authority (OCPA) also offers their customers discounted prices on leaf blowers, string trimmers, batteries, and chargers.

The City of Irvine has allocated \$150,000 to assist residents and Irvine-based businesses in purchasing electric lawn equipment. This financial assistance is in addition to the rebates and other programs offered by AQMD and OCPA.

Buena Park Transition

Based on the Climate Action Commission's recommendation to first transition city-owned and city-contracted equipment, staff performed an inventory and cost analysis to determine the costs associated with this transition. To reduce the equipment transition costs, the City, along with residents and businesses, would be able to take advantage of various rebates offered by AQMD (Attachment 3) and OCPA.

The following table lists gas-powered landscaping equipment owned by the City and an estimate for the cost to transition to an electric alternative. The last column is the net cost if the City replaces a gas-powered tool for an electric version that qualifies for a rebate:

City Equipment Inventory and Transition Cost Estimates

Equipment Needs + Batteries + Chargers	E-Replacement Cost	E-Replacement Cost Less AQMD Rebate
4 Top Handle Saws	\$4,865	\$2,765
10 Chainsaws	\$7,050	\$2,840
17 Pole Saws	\$11,290	\$4,990
4 Leaf Blowers	\$3,525	\$2,185
4 Trimmers	\$7,255	\$5,850
3 Lawn Mowers	\$7,970	\$5,870
6 Charger Adapters	\$1,020	\$1,020 (no rebate)
1 Auger	\$1,200	\$1,200 (no rebate)
Total estimate w/tax added	\$46,500	\$29,000

Additionally, the City contracts with Merchants Landscape Services, Inc. (Merchants) to provide landscaping to City-owned parks, medians, parkways, and facilities. The following table lists the gas-powered landscaping equipment and costs:

Current Gas Equipment	E-Replacement Cost	E-Replacement Cost Less Rebate
4 Ride-On Mowers*	\$123,250	\$63,250
Additional Labor (annual, for ride-on mowers only)**	\$36,000	\$36,000 (no rebate)
6 Leaf Blowers	\$2,480	\$370
4 String Trimmers	\$2,070	\$310
6 Edge Trimmers	\$2,500	\$370
2 Edgers (for turf)	\$640	\$95
1 21" Mower (for small areas)	\$690	\$105
1 Chainsaw	\$530	\$80
Additional Batteries and Chargers	\$30,700	\$30,700 (no rebate)
Total	\$198,860	\$131,280

*Assembly Bill 1346 does not ban equipment over 25 horsepower, including ride-on mowers

**Additional labor is needed because electric ride-on mowers are smaller than gas-powered ride-on mowers, meaning more time is needed to mow the same area.

Lastly, the City also contracts with West Coast Arborists (WCA) for tree maintenance. WCA currently uses electric equipment in specific areas for noise reduction. For example, electric leaf blowers are used in a Long Beach area to not disturb the bird habitat. The WCA contract has been amended to include the option for a 15% increase for electric equipment, equating to an additional \$36,000/year increase in Buena Park's current contract for a total of \$276,000, compared to the original bid of \$240,000.

For City-owned equipment, equipment utilized by Orange County Fire Authority, and our contractors, exceptions will be made for use of gas-powered equipment in emergency situations, and in cases where there is no comparable electric replacement option.

In addition to the rebates and discounts provided by AQMD and OCPA, staff recommends creating a rebate program for Buena Park residents and businesses. The program would set aside \$20,000 for residents, \$20,000 for businesses based in Buena Park, and \$10,000 for businesses licensed to work in Buena Park. An additional \$9,000 would be used for education and outreach.

The process for the rebate program would be as follows:

- 1. Apply and follow AQMD's rebate program.
- 2. After receiving AQMD's rebate, the resident or business may apply to Buena Park's rebate program.
- 3. Bring the AQMD rebate information and receipt for the electric lawn equipment to City Hall.
- 4. City staff will assist in processing a rebate if all criteria are met.

The City will reimburse equipment using the following structure:

Residential (Each applicant can receive up to three rebates for the life of the program, and each of the three rebates must be for a different equipment category):

Purchase Price (pre-tax)	Eligible Rebate Amount*
\$250 or less	Remaining balance after AQMD, up to \$50
\$251-400	Remaining balance after AQMD, up to \$100
\$401+	Remaining balance after AQMD, up to \$150

*Rebate amount cannot be greater than purchase price.

Commercial (Each business can receive up to \$5,000 in rebates from the City):

Equipment	Eligible Rebate Amount*
Chainsaws/Trimmers/Edgers/Brushcutters/ Leaf Blowers/Vacuums	Remaining balance after AQMD, up to \$50 each
Walk Behind Lawn Mowers	Remaining balance after AQMD, up to \$500
Ride-on or Stand/Sit Lawn Mowers	Remaining balance after AQMD, up to \$1,000

*Rebate amount cannot be greater than purchase price (pre-tax).

Program guidelines will be finalized prior to the commencement of the program and issuance of any rebate. Staff anticipates the program opening in mid-March 2025.

BUDGET IMPACT

Staff recommends allocating \$88,000 from the undesignated General Fund balance for the rebate program and acquisition of new electric lawn equipment for City use.

Attachments

<u>Draft CC Ordinance Electric Lawn Equipment.pdf</u> <u>Transitioning to Electric Lawn Equipment_Attachment 2_Transition Planv2.pdf</u> <u>Transitioning to Electric Lawn Equipment_Attachment 3_Rebates.pdf</u>

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, REGULATING THE USE OF GAS-POWERED LAWN EQUIPMENT CITYWIDE

A. RECITALS.

(i) The City of Buena Park ("City") is a California charter city with plenary authority over all "municipal affairs" and the broad "police powers" vested by California's Constitution, pursuant to which it may make and enforce laws necessary to protect and preserve the health, safety, and welfare of residents subject only to enactments by the California Legislature on matters of "statewide concern."

(ii) The City Council for the City of Park has expressed a commitment to environmental consciousness having previously taken action to create the Buena Park Climate Action Commission to support sustainability programming and projects ("Climate Action Commission"), creating and hiring the position of a Sustainability Manager, directing the creation of a Climate Action Plan for the community, and other similar actions geared towards protecting and improving the environment for future generations.

(iii) The State of California has enacted Assembly Bill ("AB") 1346, effective January 1, 2024, which prohibits the sale of new small off-road engine-powered garden equipment throughout California, such as gas-powered leaf blowers, lawn mowers, string or hedge trimmers, and small chainsaws ("Gas Powered Gardening Equipment"), and this law will eventually result in the phasing out of such equipment.

(iv) According to the California Air Resources Board, a gas-powered lawnmower operating for one hour emits as much smog-forming pollution as driving a mid-sized sedan about 300 miles, and this type of equipment emits high levels of reactive organic gases, particulate matter, and nitrogen oxide creating health risks to operators, neighborhoods, and the environment at large.

(v) To protect against these harmful effects and advance the general health, safety, and welfare of the City's residents and visitors, the City Council has directed that, absent exigent circumstances, the City will not operate gas-powered lawn equipment commencing July 1, 2025, and contractors performing work on behalf of the City will not operate gas-powered lawn equipment commencing January 1, 2026; and further, after considering the recommendations of the Climate Action Commission, the City Council desires to adopt this ordinance to provide for the expeditious and orderly phasing out Gas Powered Gardening Equipment usage in the community.

(vi) The City Council finds and declares that this ordinance is necessary to protect and provide for the public health, safety and welfare of the community, and that all legal prerequisites to its adoption have been duly performed.

B. ORDINANCE.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK DOES ORDAIN AS FOLLOWS:

ORDINANCE NO. _____ Page 2

SECTION 1. The facts set forth in the above recitals are true and correct and incorporated into this Ordinance as substantive findings.

SECTION 2. Gas-Powered Lawn Equipment.

A. Definitions. The terms utilized in this section shall have the following meanings unless the context otherwise indicates:

1. "Landscaping equipment" means and includes trimmers, edgers, lawn mowers, brush cutters, leaf blowers, leaf vacuums, pole saws, and chainsaws regardless of the type (e.g., handheld, ride-on, backpack, and push) and similar tools or equipment used for landscaping and vegetation maintenance purposes.

2. "Landscaping businesses" means and includes any person, business, or contractor that provides landscaping services within the City in exchange for payment.

3. "Landscaping services" means and refers to the trimming, edging, mowing, clearing, trimming, cutting, sawing, or similar activities relating to the maintaining of vegetation or landscaping on real property that is owned by any person other than the individual performing the work.

B. Use Prohibited; Effective Date. The use of gas-powered landscaping equipment shall be prohibited within the City of Buena Park as follows:

1. Beginning July 1, 2026, a landscaping business is prohibited from operating gas-powered landscaping equipment that is under 25 horsepower.

2. Beginning January 1, 2027, a landscaping business is prohibited from operating gas-powered landscaping equipment that is 25 horsepower or more.

3. Beginning January 1, 2027, no person shall operate gas-powered landscaping equipment that is under 25 horsepower.

4. Beginning January 1, 2028, no person shall operate gas-powered landscaping equipment that is 25 horsepower or more.

C. Exceptions. The use of gas-powered equipment is not prohibited by this ordinance if, as determination by the Director of Community Development, an alternative comparable item of electric landscaping equipment is not commercially available.

D. Enforcement. Any person violating this ordinance may be issued an administrative citation pursuant to Buena Park Municipal Code Section 1.04.050, *et seq*. (Administrative Citations).

SECTION 3. The City Council finds the introduction and adoption of this ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2)

ORDINANCE NO. _____ Page 3

(the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 4. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 5. This Ordinance shall take effect 30 calendar days after the final passage by the City Council.

SECTION 6. The City Clerk shall certify to the passage of the Ordinance and shall cause the same to be posted in the manner required by law.

PASSED AND ADOPTED this _____the day of February 2025, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Mayor

ATTEST:

City Clerk

I, Adria Jimenez, MMC, City Clerk of the City of Buena Park, California, do hereby certify that the foregoing ordinance was introduced and passed at a regular meeting of the City Council of the City of Buena Park held on the _____ day of _____2024.

ATTACHMENT 2 – Transition Plan

	1		vn Equipment Tr		I	1
Transition By:	July 1, 2025	Jan. 1, 2026	July 1, 2026	Jan. 1, 2027	Jan. 1, 2028	Estimated Total Cost
City-Owned Equipment	Switch 100% of applicable equipment:					\$29,000
City- Contracted Equipment Businesses	\$29,000 WCA: switch 100% of applicable equipment: \$36,000 (annual cost increase) Merchants: no change City rebate for BP-based and licensed businesses: \$30,000	Merchants: \$131,280 (\$36,000 of cost is annual cost for labor)	All equipment under 25 horsepower (HP)	All applicable equipment over 25 HP		\$167,280
Residents	Outreach: \$3,000 City rebate for residents: \$20,000 Outreach: \$6,000			All equipment under 25 HP	All applicable equipment over 25 HP	\$26,000
GHG Reduction	23,000 pounds of CO ₂ or 10 round- trip flights from LA to London per passenger (City-owned equipment only)	7,200 pounds of CO ₂ or 2.5 round-trip flights from LA to London per passenger	N/A	N/A	1.25 million pounds of CO ₂ could be reduced by BP residents and businesses	N/A
Additional Cost to City Each Year	\$124,000	\$131,280 + \$36,000 WCA annual cost + \$36,000 Merchants annual cost	\$0 + \$36,000 WCA annual cost + \$36,000 Merchants annual cost	\$0 + \$36,000 WCA annual cost + \$36,000 Merchants annual cost	\$0 + \$36,000 WCA annual cost + \$36,000 Merchants annual cost	\$255,280 (average \$85,000.year)

UPDATE: previous Study Session on 10/8/24 split City rebate for residents with \$10,000 in 2026 and \$10,000 in 2027. AQMD's rebate program is oversubscribed so City rebate has been moved entirely to 2025 to encourage residents to take advantage of both rebates while AQMD is still available.

ATTACHMENT 3 – Rebate Programs

The tables below summarize the tiered rebate amounts offered by South Coast AQMD.

Residential Rebate (lawn mowers only):

Resident turns in gas mower to approved dismantler, buys new electric mower, then applies/receives reimbursement check.

Purchase Price (no taxes/fees/accessories)	Rebate
\$250 or less	\$150
\$251 to \$400	\$200
\$401+	\$250

Commercial Rebate (businesses, local government agencies, schools, and non-profits): Organization visits an approved retailer to select equipment. The retailer will apply for voucher(s) on the organization's behalf. After approval, the organization will bring gas equipment to the retailer and pick up electric items with a discounted voucher price.

Equipment	85% discount or up to:
Chainsaws/Trimmers/Edgers/Brush Cutters	\$70
Leaf blowers/Vacuums	\$1,400
Walk Behind Lawn Mowers	\$1,500
Ride-on or Stand/Sit Lawn Mowers	\$15,000



D. ADOPT AN ORDINANCE ENACTING LOCAL REGULATIONS GOVERNING THE OPERATION OF ELECTRIC BICYCLES AND OTHER ELECTRIC MOBILITY DEVICES

The City Council will consider adopting an ordinance that prohibits the operation of electric bicycles and similar electric mobility devices on public sidewalks, parks, and similar public places that are intended for pedestrian use or traffic.

Meeting	Agenda Group	
Tuesday, February 11, 2025, 5:00 PM	NEW BUSINESS Item: 5D.	
Presented By	Prepared By	
	Christopher G. Cardinale, City Attorney	
Approved By	Presented By	
Aaron France, City Manager	Christopher G. Cardinale, City Attorney	

RECOMMENDED ACTION

1) Adopt an ordinance of the City Council of the City of Buena Park, California, amending various sections of the Buena Park Municipal Code to enact regulations governing the operation of electric bicycles and similar electric mobility devices.

PREVIOUS CITY COUNCIL ACTION

On July 3, 2024, the City submitted a response to the findings and recommendations in Orange County Grand Jury's report titled "E-Bikes Friend or Foe."

At the study session on September 10, 2024, and at the request of Council Member Sonne, the Police Department provided an overview of electric bicycles (or "e-bikes"), the various types, the potential dangers, and what other agencies have done to address these concerns. At the conclusion of the presentation, the City Council directed staff to prepare and return with an ordinance that regulates e-bikes on sidewalks and in parks and other public places.

DISCUSSION

The Buena Park Municipal Code currently has two sections that regulate the use of bicycles and similar vehicles in various locations throughout the City:

• Section 10.48.010 prohibits the operation of any self-propelled vehicle, including any motorcycle, motordriven cycle, minibike, trail bike, motorscooter, jeep and dune buggy on private property without consent of the private property owner; and Section 12.04.020 prohibits the following activities within any City park: (a) driving or riding any vehicle or bicycle except on roads or drives provided for that purpose; and (b) rollerskating, skate boarding, or riding any bicycle, scooter, or similar vehicle on the decks surrounding a swimming pool, or on tennis courts or multipurpose play areas not designed for that purpose.

In addition to these local regulations, the California Vehicle Code regulates the operation of bicycles upon public roadways. Bicycle operators must generally comply with the same "rules of the road" as other vehicles by, for example, yielding to pedestrians, operating with the flow of traffic, and obeying posted signs. In addition, state law: requires bicycle operators to move to the right of roadways when traveling slower than traffic, except when making turns; requires operators to use a bike lane where provided; and, prohibits bicycles from being operated on freeways. California law does not prohibit the operation of bicycles on sidewalks, but allows local agencies to do so.

California law places similar restrictions on the operation of electric bicycles. Low speed e-bikes (Class 1 or 2 with top assisted speeds of 20 MPH) are subject to the same location limitations as standard bicycles, meaning they may be operated on sidewalks, except where prohibited by a local authority. In contrast, Class 3 e-bikes (speed pedal assisted with top speeds of 28 MPH) may only be operated on roadways or separated bike lanes, and may not be used on trails, bike paths, or non-separated bike lanes unless allowed by local authorities.

Given the increased popularity of e-bikes in recent years, many local jurisdictions have taken action to regulate or prohibit the use of e-bikes in areas not covered by state law, such as sidewalks, boardwalks, and other public places not subject to the Vehicle Code. As noted in the past presentations to the City Council on this issue, the Police Department has observed an increase in calls for service relating to e-bike accidents, which are commonly more severe given the weight and speed of the e-bike. Residents and City officials have observed e-bikes being operated in public parks and other areas not intended for that use, riding against the flow of traffic, failing to yield to pedestrians or vehicles, operating at high rates of speed on sidewalks or roads, carrying passengers on devices not designed or intended for that purpose, and juveniles without appropriate protective helmets or licensing.

Consistent with the City Council's direction, the Police Department worked with the City Attorney's Office to prepare an ordinance addressing these concerns, and specifically prohibiting the operating of e-bikes on sidewalks and in public parks. This draft ordinance is now presented for the City Council's consideration with key provisions including the following:

- The Ordinance would apply to e-bikes of all classes, as well as motorized scooters, electric-powered skateboards, and similar electric mobility devices that are regulated by the Vehicle Code. The draft ordinance characterizes these vehicles as "Electric Mobility Devices."
- The Ordinance adds Electric Mobility Devices to the list of vehicles that Section 10.48.010 prohibits from being operated on private property without the owner's consent.
- The Ordinance adds Electric Mobility Devices to the list of vehicles that may not be operated in public parks, except for designated drives and roadways, and to the list of vehicles that may not be operated near swimming pools, playgrounds, or sports court areas.
- The Ordinance would replace Chapter 10.56, which currently includes outdated language pertaining to the licensing and registration of bicycles, with a new Chapter 10.56 to specifically regulate Electric Mobility Devices. The new Chapter 10.56 would: (a) prohibit Electric Mobility Devices from being operated on sidewalks, in any public drainage facility, culvert, ditch, channel, athletic field, athletic/sports court, gymnasium, playground, or any grass or landscaped area of any public park or public property in the city; and (b) prohibit Electric Mobility Devices from being operated in an unsafe manner (i.e. in violation of the Vehicle Code).
- Persons violating the Ordinance may be issued an administrative citation by a police officer, and if a minor is found to be violating the ordinance, officers may contact the guardian(s) and impound the e-bike to protect the operator and general public.

The draft ordinance is similar to that adopted by other cities in the area, and if approved by the City Council would become effective in 30 days.

BUDGET IMPACT

There is no direct budget impact associated with this item.

Attachments

CC Ord - E-BIKES (Agenda Draft_1.29.25) final.pdf

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF BUENA PARK, CALIFORNIA, AMENDING VARIOUS SECTIONS OF THE BUENA PARK MUNICIPAL CODE TO ENACT REGULATIONS GOVERNING THE OPERATION OF ELECTRIC BICYCLES SIMILAR ELECTRIC MOBILITY DEVICES

WHEREAS, the popularity of electric bicycles, scooters, skateboards and similar electric mobility devices ("Electric Mobility Devices") as a means of transportation or recreation has increased significantly in recent years resulting in a corresponding increase in accidents involving operators of Electric Mobility Devices and other vehicles and pedestrians utilizing sidewalks, streets, and public rights-of-way;

WHEREAS, because of the increased weight and speed capacity of Electric Mobility Devices, persons involved in Electric Mobility Device accidents suffer serious injuries when compared to traditional bicycle accidents, and collisions between Electric Mobility Devices and motor vehicles result in greater damage to the vehicles and other property when compared to traditional bicycle accidents;

WHEREAS, the Buena Park Police Department has observed an increase in calls for service and incidents related to Electric Mobility Devices being operated in an unsafe and dangerous manner, including but not limited to Electric Mobility Devices being operated in public parks and other areas not intended for that use, riding against the flow of traffic, operators failing to yield to pedestrians or vehicles, operating at high rates of speed on sidewalks or roads, carrying passengers on devices not designed or intended for that purpose, and juveniles operating Electric Mobility Devices without appropriate protective helmets or licensing;

WHEREAS, the Orange County Grand Jury for 2023-2024 recently issued a report summarizing the health and safety risks associated with the unregulated operation of Electric Mobility Devices, and recommending that local jurisdictions adopt appropriate regulations intended to protect the health and safety of operators and riders of Electric Mobility Devices and the general public;

WHEREAS, the City of Buena Park ("City") is a California charter city vested with the police powers to enact and enforce local ordinances necessary to protect and advance the general health, safety, and welfare of the community;

WHEREAS, the California Vehicle Code authorizes local authorities, like the City, to regulate the use and operation of Electric Mobility Devices so long as such local regulations do not conflict with state law;

WHEREAS, the Buena Park Municipal Code currently regulates the use and operation of bicycles in various locations and the City Council for the City of Buena Park ("City Council") desires to add to and update the Municipal Code with regulations governing Electric Mobility Devices; and

WHEREAS, all legal prerequisites to the City Council's adoption of this Ordinance have occurred.

THE CITY COUNCIL OF THE CITY OF BUENA PARK DOES ORDAIN AS FOLLOWS:

SECTION 1. The above recitals are true and correct and incorporated herein as part of the findings.

<u>SECTION 2</u>. Section 10.48.010 (Operation on private property—Landowner consent required) of Chapter 10.48 (MOTORCYCLES AND MOTOR-DRIVEN CYCLES) of Title 10 (VEHICLES AND TRAFFIC) of the Buena Park Municipal Code is hereby amended to read as follows (new text <u>underlined</u>):

§ 10.48.010. Operation on private property—Landowner consent required.

A. No person shall start or run the motor of, or drive, any self-propelled vehicle, including any motorcycle, motor-driven cycle, minibike, trail bike, motorscooter, <u>electric mobility device (as defined by Section 10.56.020 of this code)</u>, jeep and dune buggy, upon any privately owned land, unoccupied or without any structure or paving thereon, in the city, not owned by him or her or in his or her lawful possession, without then having upon his or her person the written consent to do so executed and acknowledged before a notary public by the lessee of, or the holder of the record title to such land, or a certified copy of the notice of consent to so use such land, made and recorded pursuant to Section 813 of the Civil Code of California.

B. No person shall so use any land in the city after the recording of a notice of revocation of such recorded notice of consent in the event of use by the general public, or after the recording and service by registered mail upon such person of the notice of revocation in the event of use by other than the general public, or after the service upon such person personally or by registered mail of any notice in writing executed by the lessee of or the holder of the record title to such land that any consent to such use theretofore given is terminated.

SECTION 3. Chapter 10.56 (BICYCLES) of Title 10 (VEHICLES AND TRAFFIC) is hereby deleted in its entirety and replaced with a new Chapter 10.56 to be titled "ELECTRIC BICYCLES AND MOBILITY DEVICES" and read as follows:

Chapter 10.56 ELECTRIC BICYCLES AND MOBILITY DEVICES

- § 10.56.010 Purpose and intent.
- § 10.56.020 Definitions.
- § 10.56.030 Operation of electric mobility devices; prohibitions and requirements.
- § 10.56.040 Enforcement.
- § 10.56.050 Impoundment authorized following chapter violation.
- § 10.56.060 Exceptions.

§ 10.56.010 Purpose and intent.

- A. The purpose of this chapter is to regulate electric mobility devices within the jurisdictional limits of the City of Buena Park.
- B. The City supports the use of electric mobility devices as a form of recreation and an alternative mode of transportation, but recognizes the increased popularity combined with the unregulated usage of such devices creates health & safety risks arising from operator interactions with other motorists and pedestrians. The City desires to address these health and safety risks through the provisions of this chapter.

§ 10.56.020 Definitions.

As used in this chapter, the following words and phrases shall have the meaning stated:

"Electric mobility device" means and refers to any and all of the following: (a) "electric bicycle" as defined in Vehicle Code section 312.5; (b) "electric personal assistive mobility device" as defined in Vehicle Code section 313; (c) "electrically motorized boards" as defined in Vehicle Code section 313.5; (d) "low speed vehicle" as defined in Vehicle Code section 385.5; and (e) "motorized scooter" as defined in Vehicle Code Section 407.5

"Operator" means a person who operates or controls an electric mobility device.

"Vehicle Code" means the California Vehicle Code, as the same may be amended from time to time. Any words or phrases that are used but not defined in this chapter, but are defined in the Vehicle Code, shall have the meaning given by the Vehicle Code.

§ 10.56.030 Operation of electric mobility devices; prohibitions and requirements.

- A. No person shall operate or ride an electric mobility device upon any sidewalk, in any public drainage facility, culvert, ditch, channel, athletic field, athletic/sports court, gymnasium, playground, or any grass or landscaped area of any public park or public property in the city.
- B. No person shall operate or ride an electric mobility device in an unsafe manner on a public roadway, highway, trail, bike path, other public or private property that is open to the public. For purposes of the foregoing, an "unsafe manner" means and refers to operating or riding an electric mobility device:
 - 1. In any manner that violates or is prohibited by the Vehicle Code; or
 - 2. In such a way as to create a danger to the operator, a passenger, or to the person or property of other motorists, pedestrians, or other persons in the vicinity. Examples of operating or riding an electric mobility device in an "unsafe manner" include, but are not limited to: (a) operating or riding against the flow of traffic; (b) recklessly swerving around or evading stopped or slowed traffic or pedestrians; (c) operating or riding in a manner for which it was not designed, such as carrying passengers when not designed for carrying passengers; (d) operating or riding or riding at a speed that is faster (or greater) than 25 MPH or that is reasonable or prudent under the conditions then existing.

§ 10.56.040 Enforcement.

- A. Any person violating or failing to comply with any provision of this chapter is guilty of an infraction and may be punished by an administrative fine pursuant to Section 1.04.080 of this code.
- B. The provisions and remedies of this chapter are in addition to those otherwise provided by law, including but not limited to the Vehicle Code. Nothing in this chapter prohibits a peace officer from issuing a citation under the Vehicle Code for any offense based on his or her discretion.
- C. In the event the person operating or riding an electric mobility device in violation of this chapter is a juvenile, as soon as practical after initiating the stop peace officers will make reasonable efforts to contact the parent(s) or responsible guardian(s) of the person and advise them of the nature of the violation.
- D. In lieu of a fine or administrative citation that is authorized by this chapter, and in lieu of filing charges in any court having jurisdiction over a violation, the police chief or designee may allow a juvenile violator and their parent(s) or responsible guardian(s) to complete a police department diversion safety program, at their expense.

§ 10.56.050 Impoundment authorized following chapter violation.

If a juvenile subject is cited for a violation of this chapter, the citing peace officer may impound, or if necessary because of size and weight, tow the electronic mobility device to the Buena Park Police Department such that the device may be released to a responsible adult. The fee for release will be consistent with the department's fee schedule for the release of impounded bicycles, or towed vehicles if the device is towed. If an electric mobility device is not claimed after a period of at least

90 days it may be deemed abandoned and disposed of by the department in the manner provided by law.

§ 10.56.060 Exceptions.

- A. This chapter does not apply to city or public agency personnel within the course and scope of their employment.
- B. This chapter does not apply to or otherwise restrict persons with mobility disabilities utilizing a wheelchair or other power-driven mobility device in accordance with the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.) and Section 36.311 of Title 28 of the Code of Federal Regulations.

<u>SECTION 4</u>. Section 12.04.020 (Activities prohibited without permit) of Chapter 12.04 (PARKS AND PUBLIC BUILDINGS) of Title 12 (STREETS, SIDEWALKS, AND PUBLIC PROPERTY) of the Buena Park Municipal Code is hereby amended to read as follows (new text <u>underlined</u> and deleted text stricken):

§ 12.04.020 Activities prohibited without permit.

Except as specifically authorized by written permit issued by the city council or the department, within the limits of any park in the city no person shall:

- A. Cause, permit or allow any animal owned or possessed by him or her, or any animal in his or her care, custody or control, to be present in such park, except:
 - 1. Equine animals, being led or ridden and under reasonable control upon bridle paths or trails provided for such purposes,
 - 2. Dogs or cats when led by a cord or chain not more than six feet long and not tethered on an additional line, or when confined within the interior area of a vehicle,
 - 3. Dogs which have been specially trained and are being used by blind persons to aid and guide them in their movements;
- B. Sell or offer for sale any merchandise, article or thing of any kind or nature whatever, or practice, carry on, conduct or solicit any trade, occupation, business or profession;
- C. Play any musical instrument within five hundred feet of any structure used for dwelling purposes between the hours of ten p.m. and seven a.m., except within or upon an area or facility set aside for this purpose by the city council or department. For purposes of this subsection, the term "musical instrument" includes, but is not limited to, drums and other percussion devices;
- D. Play or utilize any sound amplifying system within or upon an area or facility not set aside for such purposes by the city council or department. For purposes of this subsection, "sound amplifying system" means and includes any system of electrical hook-up or connection, loudspeaker system or equipment, sound amplifying system, and any apparatus, equipment, device, instrument or machine designed for or intended to be used for the purpose of amplifying the sound or increasing the volume of the human voice, musical tone, vibration or soundwave. This subsection shall not apply to the regular and customary use of portable radios, televisions, record players or tape recorders played or operated in such places and at such times so as not to disturb other persons in their permitted uses of the park;
- E. Use any area set aside for a specific purpose by the city council or department, for a purpose contrary to or inconsistent with that specific purpose;
- F. Throw, discard or deposit any paper, rubbish, debris, ashes, dirt, bottles, cans, trash or litter of any kind or nature whatsoever, except in receptacles specifically provided therefor;

- G. Land or release, take off or fly any balloon, except children's toy balloons not inflated with any flammable material, helicopter, parakite, aircraft or powered model airplane, except in an area specifically set aside for such purpose;
- H. Engage in any voluntary parachute jump;
- I. Use, throw or release any spear, arrows, bows or crossbows, except as specifically permitted in designated archery areas;
- J. Take, seize or hunt any bird or animal;
- K. Remove any wood, tree, shrub, plant, ground cover, turf, grass, soil, rock, sand or gravel from any park;
- L. Cut, break, injure, tamper with, deface or disturb any tree, shrub, plant, rock, building, cage, pen, monument, fence, bench, table, bleacher, structure, apparatus, sign, equipment or property in the park, or mark, paint, post or write upon any building, monument, fence, bench, table, sign or other structure;
- M. Enter or remain in any park between the hours of eleven p.m. and six a.m.;
- N. Drive or ride any cycle or vehicle, bicycle, or electric mobility device (as defined by Section 10.56.020 of this code) except on roads or drives provided for such purposes;
- O. Make or kindle a fire or cook food, except in a stove, masonry or concrete hearth, barbecue brazier or picnic stove provided by the department for such purpose;
- P. Enter any municipal swimming pool or dressing room therein at any time when an employee of the department is not in attendance therein;
- Q. Rollerskate, board skate, or ride or drive any bicycle, scooter, <u>electric mobility device (as defined by Section 10.56.020 of this code)</u>, or similar vehicle on the decks surrounding a swimming pool, or on tennis courts, or on multipurpose play areas not specifically designated for roller skating, board skating or other vehicles. The exception shall be those persons physically handicapped using proper vehicles to transport themselves from place to place;
- R. Erect, maintain, use or occupy any tent, lodge, shelter or structure unless the same shall have one side thereof entirely open and unless there shall be an unobstructed view into such tent, lodge, shelter or structure from the outside on at least one side thereof;
- S. Fly a kite or play or participate in any organized game, such as baseball, hockey, football and the like in any park, square, avenue, grounds or recreation center, except at such places designated for such use by the department;
- T. Play golf in any park, recreation playground or other area not designated for the purpose of playing golf or hitting or driving a golf ball;
- U. Climb upon any wall, fence, shelter, seat, statue, building, structure, construction or erection;
- V. Bring, land or cause to descend or alight any airplane, airship, flying machine, dirigible, balloon, parachute or other instrumentality, or machine, or apparatus for aviation.

<u>SECTION 5.</u> If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this

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Ordinance irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or ineffective. To this end, the provisions of this Ordinance are declared to be severable.

<u>SECTION 6</u>. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) of the CEQA Guidelines, California Code of Regulations, Title 14, chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

<u>SECTION 7</u>. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be published or posted according to law.

PASSED AND ADOPTED this _____ day of _____ 2025, by the following called vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Mayor

ATTEST:

City Clerk

I, Adria M. Jimenez, MMC, City Clerk of the City of Buena Park, California, do hereby certify that the foregoing ordinance was introduced and passed at a regular meeting of the City Council of the City of Buena Park held on the _____ day of _____, 2025.

City Clerk



City Council Regular Meeting Agenda Report

A. DISCUSS AND PROVIDE DIRECTION REGARDING THE DISTRICT 4 FLOOD CONTROL CHANNEL

Meeting	Agenda Group
Tuesday, February 11, 2025, 5:00 PM	STUDY SESSION Item: 9A.
Presented By	Prepared By
Analisa Marquez Pinedo, Homeless Outreach Coordinator	Jim Box, Director of Community Services
Approved By	Presented By
Aaron France, City Manager	Analisa Marquez Pinedo, Homeless Outreach Coordinator

DISCUSSION

At the request of Council Member Hoque, this item is being brought forward for further discussion.

Introduction/Background:

Flood control channels have long been used as makeshift shelter areas by transient populations, particularly in urban regions where homelessness is a persistent issue. These channels, originally designed to manage storm water and prevent flooding, often become refuge points. The City of Buena Park's storm drain system includes both regional channels managed by the Orange County Flood Control District (OCFCD) and local drainage facilities maintained by the City. In total, there are 6.5 miles of flood control channels. The main flood control channels in Buena Park include:

- **Coyote Creek Channel (A01):** A major tributary of the San Gabriel River, with tributaries such as Brea Creek, Fullerton Creek, Moody Creek, and Carbon Creek.
- Fullerton Creek Channel (A03): Drains approximately 10,000 acres, including parts of Buena Park, and is tributary to Coyote Creek.
- Buena Park Storm Drain (A03S01): Confluences with Fullerton Creek within the city limits.
- Carbon Creek Channel (B01): Drains approximately 20 square miles in northwest Orange County, passing through Buena Park.
- Moody Creek (B02): Another flood control facility within the City.

Unhoused individuals often seek out these flood channels for several reasons: They provide a discreet way to travel while staying out of sight, and encampments are more difficult to spot beneath the channels. As a result, many tend to congregate there, allowing them to camp with less visibility to the public.

Challenges at the District 4 Flood Control Channel:

This report focuses on the District 4 Flood Control Channel, which runs along the southern edge of John Beat Park. The channel also runs behind residential neighborhoods and apartment complexes, adding challenges to its management and security. Spanning across three cities - Cypress, Buena Park, and Anaheim - the flood control structure has four primary access points:

• One entrance along Holder Street to the north.

- Two entrances via the "Pacific Electric Railway" rail track Right-of-Way (R/W) which has free access off of both Holder St. and Ball Rd.
- One additional entrance at the intersection of Mt. Waterman and Knott Avenue.

Of these access points, the entrance at Knott Avenue and Mt. Waterman is secured with an eight-foot steel fence as well as the entrance off of Holder Street. However, the entrance to the County channel off of Holder, via the Pacific Electric Railway R/W, remains unsecured and is currently used as a public trail. This presents open access at the crossing of the channel and the railway R/W.

Due to the location of the flood control channel and its proximity to neighboring cities, the area frequently attracts transients with strong ties to Anaheim and Cypress. The ease of access via these entry points, coupled with the fact that the flood control structure spans multiple jurisdictions, exacerbates the challenge of managing and securing the space. This has resulted in recurring issues with encampments and unauthorized access, making it difficult to maintain the safety and integrity of the area.

Previous City Efforts:

A meeting was held on Tuesday, January 14, 2025, to discuss issues regarding the flood control channel. In attendance were Council Member Lamiya Hoque, Police Chief Frank Nunes, Public Works Director Mina Mikhael, Community Services Director Jim Box, Homeless Outreach Supervisor Rosemary Nielsen, and Homeless Outreach Coordinator Analisa Marquez Pinedo. Ideas for potential solutions were discussed. Some of the solutions discussed included a multi-city approach.

The City of Buena Park Homeless Outreach Team has implemented new practices and strengthened collaborations to ensure the long-term integrity of the flood channel. In October 2023, a coordinated clean-up effort was conducted by the Buena Park Police Department and Buena Park Public Works, successfully clearing the channel of debris and encampments. Following this effort, both PD and the Homeless Outreach Team have maintained a consistent presence through regular outreach and patrol checks to prevent re-encampments and ensure ongoing cleanliness.

Currently, the Homeless Outreach Team conducts inspections and outreach twice daily - once in the morning and once in the late afternoon. While evening checks are limited due to seasonal time changes and staff availability, the team remains flexible in its response efforts. Beyond engaging with individuals experiencing homelessness, the team actively communicates with residents to address their concerns and provide updates on mitigation efforts.

The Homeless Outreach Team has established direct coordination with Orange County Public Works for environmental clean-ups in Buena Park's flood channels. When encampments are identified, the team submits a service request for clean-up operations. Additionally, outreach services are provided in advance to connect individuals with available resources.

For the flood channel in question, the County contracts a third-party service to conduct routine trash collection and report any unauthorized encampments. With this structure and collaborative approach, the City has been able to respond to concerns swiftly and effectively, ensuring the ongoing safety and maintenance of the area.

Public Works staff recently conducted an on-site inspection of the flood control channel along Mt. Waterman near Knott Avenue. Previously, this section was enclosed by a six-foot chain-link fence with scattered shrubs. However, in 2024, the County completed a significant upgrade, replacing the chain-link fence with a more secure eight-foot steel fence. The newly installed steel fence provides a strong and effective barrier, ensuring the area remains secure.

While the current fencing is sufficient, an additional enhancement could involve planting vines along the steel fence. Over time, the vines would provide aesthetic improvements while also serving as a deterrent to scaling. Conversely, the vines could limit the ability to easily see in the area and provide cover for encampments, making it more difficult to discover camping by unhoused individuals. There is also limited space to plant vines and currently no irrigation infrastructure is in place to support vegetation growth in this area. The access to the channel off of the Pacific Electric Railway R/W is believed to be the source of encroachment onto the channel. Staff plans to work with OC Flood Control to improve and add to the existing fencing that is in need of repair.

The Buena Park Police Department has been instrumental in addressing ongoing concerns in the flood channel area, particularly at Beat Park. Through a proactive approach, PD has increased patrols, strengthened collaboration with outreach teams, and closely coordinated with Public Works to ensure the integrity and safety of the area.

Key Actions Taken by Buena Park PD:

- Increased Patrols & Presence: Officers have conducted frequent patrol checks in the flood channel area, maintaining a heightened law enforcement presence to deter unauthorized activity and enhance public safety.
- Enhanced Collaboration with Outreach Teams: PD continues to work closely with the Homeless Outreach Team to address transient-related concerns, ensuring that individuals in need are connected with services while also preventing re-encampment.
- **Rapid Response to Public Concerns:** Officers have responded to various incidents, including vandalism, suspicious activity, and disturbances, as reflected in the documented service calls.
- Service Requests to OC Public Works: PD has actively identified and reported maintenance and security issues, ensuring swift action from OC Public Works to maintain the area's condition.

By maintaining strong collaboration with Public Works, PD ensures that environmental concerns, such as graffiti removal and other maintenance issues, are promptly addressed. These efforts reinforce the City's commitment to keeping the flood channel and surrounding areas secure, clean and accessible.

Incident Overview (Jan 2024 - Jan 2025):

The following incident data reflects law enforcement activity in the flood channel area:

Incident Type	Number of Calls
Transient-Related Calls	18
Patrol Checks	8
Disruptive Subjects	4
BPMC Violations	2
Suspicious Activity	2
Other Incidents	13
Total Incidents	47

Proposed Next Steps:

Addressing the challenges associated with the flood control channel requires a multi-faceted, collaborative approach that includes enforcement, outreach, and environmental maintenance. While significant progress has been made, further action is necessary to enhance long-term solutions and ensure sustained safety, security and cleanliness in the area.

- Multi-Agency Coordination Meeting:
 - A meeting will be scheduled with neighboring cities and relevant agencies, including Anaheim, Cypress, and Orange County Public Works, to develop a unified approach to managing flood channel concerns.
 - The Homeless Outreach Team will take the lead in facilitating this discussion to establish clear roles, accountability, and coordinated response efforts across jurisdictions.
- Ongoing Outreach & Preventative Strategies:
 - The Homeless Outreach Team will continue its twice-daily outreach efforts while strengthening engagement with individuals in need.
 - Efforts will be made to connect unhoused individuals with sustainable resources, including housing programs, mental health services, and employment assistance, to reduce reliance on encampments.
- Environmental & Maintenance Improvements:
 - The improvement of fencing along the channel will be coordinated with the County to better secure access to the channel.
- Continued Law Enforcement Presence:
 - Buena Park PD will maintain increased patrol checks and work closely with outreach teams to monitor transient activity and ensure rapid response to public concerns.
 - PD will also continue submitting service requests to Orange County Public Works for any maintenance or security-related issues.

The City of Buena Park remains committed to ensuring the safety and security of its flood control channels through a proactive and collaborative approach. By engaging with neighboring agencies, maintaining consistent outreach efforts, strengthening security measures, and prioritizing environmental upkeep, the City aims to address this issue in a comprehensive and sustainable manner. The next phase will focus on developing long-term strategies through coordinated discussions with regional partners, ensuring ongoing accountability, and effectively managing the flood control channel.



City Council Regular Meeting Agenda Report

B. DISCUSS AND PROVIDE DIRECTION REGARDING PUBLIC TREES AND THE URBAN FOREST MANAGEMENT PLAN

Meeting	Agenda Group	
Tuesday, February 11, 2025, 5:00 PM	STUDY SESSION Item: 9B.	
Presented By	Prepared By	
Joe Hunt, Public Works Manager	Mina Mikhael, Director of Public Works/City Engineer	
Approved By	Presented By	
Aaron France, City Manager	Joe Hunt, Public Works Manager	

DISCUSSION

The City maintains an urban forest comprised of publicly-owned trees planted in parkways and medians and at parks and facilities. The urban forest consists of approximately 10,700 trees, a number which has remained fairly consistent over the last several years. The City has earned the designation of Tree City USA from the Arbor Day Foundation six times, most recently in 2023.

Last year, the City Council approved the Buena Park Public Tree Policy with the objective to fully realize the benefits of trees in public spaces. The policy clarifies tree selection, maintenance, and conditions for removal. Although the City makes its best efforts to increase the number of public trees, there are still a significant number of vacant spots on parkways that could potentially support a tree. Reasons for a spot to be vacant may include, but are not limited to: utility conflicts, hardscape conflicts, maintaining line of sight, inadequate irrigation or landscape maintenance, disease, or lack of desire for a tree from the adjacent property owner. Parkway trees are trimmed by the City every few years but watering, cleaning up leaves and droppings, and other routine maintenance is the responsibility of the adjacent property owner.

The Climate Action Commission worked with staff to put together the attached brochure "The Benefits of Trees," which is available at City facilities and on the City's website. When targeting an area for new tree planting, staff will distribute the brochure along with the attached letter informing residents that the City will be planting a tree in their parkway.

Staff recently planted over 48 trees earlier this month while re-landscaping a frontage road median on Valley View Street north of Crescent Avenue. Throughout the year, staff does take opportunities to add trees to tree-deficient areas. On average, the City plants approximately 250 trees annually. The City also hosts an annual Arbor Day celebration during which volunteers help staff beautify a different spot of the City by planting public trees.

Given this item was requested by Council Member Hoque, staff was asked to specifically identify locations in District 4 where trees could potentially be planted. Staff has identified tree-deficient areas in the southern parts of the City and plans to target these areas with tree planting activities in 2025. These areas include the Cerritos Avenue frontage road from Carlotta Avenue to Lorinda Avenue, Marcella Way, Holder Street, Carlotta Avenue, Knott Avenue, and others. The approved parkway tree list was updated in 2024 and includes:

- Camphor Tree
- Brisbane Box Tree
- Arabian Lilac Tree
- Gold Medallion Tree
- White Crape Myrtle
- Evergreen Pear Tree
- Marina Strawberry Tree
- Glossy Privet Tree
- Compact Southern Magnolia Tree
- Chinese Pistache Tree
- Japanese Pagoda Tree
- Purple Orchid Tree
- Silver Maple Tree
- Sweet Bay Laurel Tree
- Blue Palo Verde Tree
- Desert Willow Tree

Staff will be available to answer any specific questions about the tree palate and proposed locations where tree planting appears to be viable. Obviously, staff will be ready to provide input on other locations in the City where Council may wish to explore additional trees.

Attachments

<u>Benefits of Trees brochure.pdf</u> <u>Letter - Planting a Parkway Tree.pdf</u> <u>Tree Policy Final 2024.pdf</u>



Why Do We Need Trees?

Trees are vital to the health and well-being of our planet. They provide clean air for us to breathe, homes for wildlife, protection from extreme weather, and so much more. It is crucial for us to recognize the value of trees and take action to protect and preserve them.

By safeguarding forests, planting new trees, and practicing sustainable forestry practices, we can ensure that future generations continue to benefit from the services that trees provide. Promoting awareness about the importance of trees and advocating for their conservation are essential steps in safeguarding the health of our planet and securing a sustainable future for all.

Did You Know?

One acre of trees removes up to 2.6 tons of carbon dioxide each year.

Trees are the longest living organisms on Earth. The world's oldest trees are 4,600-year-old Bristlecone pines in the USA.

The world's tallest tree is a Coast Redwood in California, measuring more than 360 feet.

There are approximately 73,000 different tree species on Earth.

Arbor Day is a holiday dedicated to planting and caring for trees. Arbor Day received its name from the Latin word "arbor," which means tree.

@cityofbuenapark

Benefits of IREES

Climate Action Commission

Climate Guardians

Trees play a crucial role in improving air quality and fighting climate change by:

Cleaning the Air: Trees are like nature's air filters. They soak up pollutants such as smoke and dust, making the air cleaner for us to breathe.

Making Oxygen: Through photosynthesis, trees take in carbon dioxide, which is harmful for us and the planet, and turns it into oxygen.

Cooling Things Down: Ever noticed how it feels cooler under a tree? That's because trees provide shade and release water though their leaves, which cools the air.

Stopping Erosion: Tree roots hold soil in place. This stops the soil from washing away when it rains, protecting us from floods.

Capturing Water: Trees soak up water from the ground and release it into the air. Making clouds and rain, which is important for keeping plants and animals alive.

Seedling

Benefits for Human Well-being

Trees aren't just good for the air – they're great for making us feel happy and healthy!

Stress Busters: Being around trees can make us feel calmer, less stressed, and more connected to the world around us. So, the next time you're feeling a little overwhelmed, take a walk in the woods or sit under a shady tree in the park.

Noise Pollution Reduction: Trees act as a buffer against traffic noise.

Community and Social Benefits: Trees beautify neighborhoods and enhance the aesthetics of urban environments, creating more inviting and livable spaces. They also serve as gathering places for social interactions, community events, and recreational activities, fostering a sense of belonging and cohesion among residents.

Sapling

Benefits for Wildlife

Homes for Critters: Trees

provide shelter and nesting sites for birds, squirrels, and other animals. They also offer a safe place for insects to live and lay their eggs.

Food Sources: Many animals rely on trees for food. Birds eat the fruits and seeds that trees produce, while insects munch on the leaves and bark. Even animals like deer and rabbits nibble on tree leaves and twigs.

Biodiversity Boost: Having lots of trees

around creates a diverse ecosystem where different species can thrive. This biodiversity is essential for maintaining healthy ecosystems and supporting a wide range of plant and animal life.

Life Cycle of a Tree

The life cycle of a tree begins with a seed. As the seed begins to sprout and grow roots, it becomes a seedling. Leaves begin to grow from the stem and utilize the sun to photosynthesize and create nutrients for the tree. Once the tree is about three feet tall, it is considered a sapling. The tree will continue to grow and mature until it can create its own seeds.

Seed



February 12, 2025

Dear Resident,

Buena Park is host to an Urban Forest consisting of over 10,000 public trees planted and maintained by the City. Many of these trees are located on pieces of public property known as the parkway. The parkway is the area between the curb and the sidewalk (if there is no sidewalk it is the area between the curb and the property line). The parkway is owned by the City and maintained by the adjacent property owner, except for City-installed parkway trees which are inspected, trimmed, and maintained by the City.

In an effort to beautify the City and enhance the Urban Forest, the Public Works Department will be planting a tree on the City parkway in front of your home. The City will provide and plant the tree at no cost and perform all required future maintenance. The tree will be selected by City staff from the approved parkway tree list (on the back of this letter) based on the specific conditions of each particular parkway. Consideration includes parkway width, height obstructions, limb and root structure, adjacent vegetation, and general resistance to disease and insects. Prior to planting, utility companies will be marking their service lines to reduce the likelihood of damage or service disruptions.

During the first year of its life, the tree will be working to establish itself and requires regular watering. Please help beautify the neighborhood, enhance property values, and aid the local environment by providing the tree with extra water during this period and regular watering afterwards.

If you have questions or concerns regarding this letter, please contact Jeffrey Porter, Streets Maintenance Superintendent, at <u>jporter@buenapark.com</u> or 714-562-3703.

Thank you,

Mina Mikhael, P.E., Director of Public Works/City Engineer

Enclosure

City of Buena Park Approved Parkway Tree List

- Camphor Tree
- Brisbane Box Tree
- Arabian Lilac Tree
- Gold Medallion Tree
- White Crape Myrtle
- Evergreen Pear Tree
- Marina Strawberry Tree
- Glossy Privet Tree
- Compact Southern Magnolia Tree
- Chinese Pistache Tree
- Japanese Pagoda Tree
- Purple Orchid Tree
- Silver Maple Tree
- Sweet Bay Laurel Tree
- Blue Palo Verde Tree
- Desert Willow Tree

Buena Park Public Tree Policy BPMC Chapter 12.20 (Plants and Trees on Public Property) BPMC Chapter 15.28 (Abatement of Public Nuisances)

Objective

The objectives of this Tree Maintenance Policy ("Policy") include to: (1) fully realize the benefits of trees in public spaces, which include shade from the sun, minimization of the urban heat effect, abatement of air and noise pollution, reduction of soil erosion and runoff, enhancement of the visual environment, traffic calming, and promotion of community pride; (2) reduce the public hazard, nuisance, and expense incurred by poorly maintained or improperly selected tree; (3) promote efficient and cost-effective management of the City's urban forest; (4) protect the City's investment in a mature and healthy urban forest; and (5) address circumstances where trees located on private property cause damage to public property or constitute a public nuisance.

Introduction

This Policy provides guidelines for administering Chapters 12.20 and 15.28 of the Buena Park Municipal Code. It includes standards for planting, maintaining and removing trees located on public property or in the public rights-of-way, and standards to aid private property in responsibly planting, maintaining and removing trees located on private property. This policy is intended to be used as a reference by City Staff, residents, businesses, and private contractors in making tree-related in the City..

Application

This policy applies to all trees located on public property or public rights of way, which includes but is not limited to parkways, median islands, and areas located between the curb and sidewalk adjacent to public rights of way ("Public Property"). Additionally, portions of this Policy apply to trees located on private property to the extent those trees damage City property or constitute a public nuisance.

Tree Maintenance on Public Property

There are dozens of varieties of street trees in the City of Buena Park and each species requires different care and brings its own unique characteristics to a neighborhood. Immediate trimming may be required on some trees to protect public safety, while other trees are identified for trimming as time and resources allow. There are a number of trees within the City requiring special handling for various reasons such as species, age, or location near buildings or power lines. Utility companies under their franchise agreements have the right to trim City trees when they pose a hazard to their facilities.

The Public Works Department is responsible for trimming trees located on Public Property and each year City funds are budgeted for tree trimming services. Trims related to safety (tree limbs that interfere with safe passage of vehicles or pedestrians) are scheduled immediately. Other trims are scheduled on a set interval based on species, most commonly in an interval of every four years. Tree limbs are selectively removed to "air out" the tree to encourage good development and preserve their health, structure and natural appearance. The City will not allow its crews or contractors to perform topping, heading back, stubbing, lion tailing, or pollarding.

If a property owner wishes to have a parkway tree trimmed sooner than scheduled by the City, a property owner must first obtain a no-fee permit from the City. The property owner shall be responsible for the tree trimming and for all costs related to it, including cleanup and disposal. A City-approved, licensed, bonded, and insured contractor must do the actual trimming. Work must be done according to City specifications.

Tree Planting on Public Property

The Public Works Department is responsible for all tree plantings on Public Property. In an effort to restock and enhance the City's urban forest, the Public Works Department will plant trees in areas where trees have been lost due to disease, age, weather, or infrastructure damage. The cooperation of adjacent property owners in caring for newly planted trees will be encouraged as they are especially dependent on irrigation to survive.

To supplement City funded tree replacement activity, the City will endeavor to work with neighborhood and non-profit organizations to obtain additional resources and coordinate neighborhood-planting efforts.

Trees that are planted shall be on the Approved Street Tree List and must be appropriate for the specific planting site. No tree shall be planted closer than 25 feet to another tree unless a staff have determined that a lesser distance will not impact the growth or health of the tree, or closer than 15 feet to any utility pole or light standard, or nearer than 5 feet to any fire hydrant, water meter or gas meter, or closer than 25 feet from the curb radius centers of any street intersection.

No tree shall be planted in a planting strip that is less than 30 inches in width between the sidewalk and curb, except upon the approval of the Director of Public Works. Because a 15-gallon tree will be larger and healthier than a 24 or 36 inch boxed tree five years after planting, the preferred tree size shall be 15 gallon. Generally speaking, a variety of species of trees should be planted on each street, and effort will be made to avoid having one type of tree dominate a street or block.

If a property owner wishes to plant a tree on Public Property, he/she shall obtain a permit from the Public Works Department. The permit provides the means for the City to work with the property owner to ensure appropriate tree selection, appropriate planting location, and adding the locating to the City's tree inventory for future maintenance. The permit will be issued on a no-fee permit basis. The property owner shall bear all costs and liabilities associated with the planting(s) and ensure that any contractor used is licensed by the City. Property owners shall also be responsible for watering the tree to ensure its healthy growth. (Municipal Code Section 12.20.030.A). Trees planted without a permit that are considered undesirable (not on the Approved Street Tree List) will result in the property owner being required to remove and replace the tree with a tree on the Approved Street Tree List. Failure to comply will result in the removal of the tree by the City, at the property owner's expense. (Municipal Code Section 12.20.010.A).

Removal of Street Trees on Public Property

The City recognizes the value and appeal of a viable urban forest and promotes not only the conservation but also the addition to the urban forest canopy in the constantly evolving and complex biological setting that the City landscape provides. The City recognizes that there is no perfect tree for all situations and that site conditions and community preferences, along with biological constraints, are all involved in tree selection and maintenance.

The conservation of City trees, especially those in parkways, is a collaboration between the City and its individual residents. Property owners and/or their tenants are required to care for and properly maintain their parkway trees and report any damaged or suspected diseased trees to the Public Works Department.

The City attempts to correct, by all means available, situations that may call for removal of City trees. However, as trees and neighborhoods mature, removal and replacement may become necessary. In general, the City will only remove or allow removal of a tree on Public Property if it is dead, dying, diseased, uprooted, damaged and in danger of falling, or where tree root-damaged sidewalks and curbing cannot otherwise be safely corrected. The City will not allow removal of a tree solely because of leaf, flower, berry debris, or personal preference. The Director of Public Works or his/her designee is authorized to approve or deny all tree removal requests.

Conditions for Removing Trees on Public Property

The determination of a tree's condition and removal will be made by Public Works Department staff. Removal of a tree at no cost to the adjacent property owner may be considered for the following reasons:

- The tree is dead, dying, critically diseased or damaged beyond reasonable repair.
- The tree is in danger of falling or uprooting.
- There is a recognized danger of falling or dropping limbs, which, combined with other factors such as high winds, make corrective measures non-cost effective.
- The tree is competing for light or space with adjacent trees that are more valuable because of their potential longer life, attractiveness and/or sturdier growth.

- The tree is host to aggressive, life-threatening disease or pests that threaten to spread to other trees.
- The tree is in decline and is estimated to have less than two years of life remaining.
- The tree is damaging vital infrastructure such as a sewer line, water line, gas or electrical conduit or is causing other major structural damage.
- The tree is preventing the immediate repair of a sidewalk, curb, gutter, or an essential utility service.
- The Director of Public Works or his/her designee has made the determination that the removal is required to accommodate a City approved infrastructure improvement.

In the cases where the majority of the trees on a block are designated for removal due to declining tree health, the City will work with property owners on a staged removal plan.

For removals being requested by a property owner due to re-occurring utility damage being caused by the tree, the property owner shall provide proof of such damage, verified with invoiced repair costs by a licensed contractor.

Tree/Hardscape Conflicts on Public Property

The following guidelines have been established for correcting potentially hazardous situations that result from tree roots disturbing nearby hardscape (sidewalks, curbs, etc.): Hardscape damage on Public Property may require a temporary asphalt ramp to be followed by permanent repair of the area as funds become available. All reported offsets/deviations will be patched.

Hardscape damage on Public Property that creates a public safety hazard will be scheduled for repair, as funds are available. The following procedures for the removal of street trees as part of any street or sidewalk reconstruction project shall apply:

- 1. The tree shall be inspected by Public Works Department staff and a written determination made that the proposed street or sidewalk work cannot be accomplished as planned without permanent damage to the tree resulting in making the tree unstable or causing its demise, or the tree has significantly redamaged a street or sidewalk repaired within the previous 36 months.
- 2. City staff shall make a determination that the proposed improvement plans cannot be altered to avoid tree removal (i.e.: sidewalk routed around the tree with an easement granted by the adjoining property owner).

Removal of Tree on Public Property to Accommodate Private Construction Projects

Removal of a street tree at the property owner's expense may be considered if the property owner agrees to all the applicable conditions outlined below. Property owners wishing remove a tree on Public Property must first obtain a no-fee permit from the City.

- The property owner's application for the permit must demonstrate that the existing tree has a direct impact to the design and function of the proposed project.
- The property owner will pay all removal costs, including site cleanup, make any necessary repair of hardscape damage and replace the tree. The tree must be replaced with an approved 15-gallon tree to be planted in an appropriate area of the parkway. The property owner will also pay for the equivalent of one (1) 15gallon tree (approximate cost: \$75) to be planted elsewhere in the City. All fees collected for tree replacement will be placed in a designated tree fund, used solely for the enhancement of the urban forest program.
- The tree, stump and debris are to be removed by a City-approved, licensed, bonded and insured contractor. If the sidewalk, curb and/or gutter or any infrastructure is damaged by the contractor while removing the tree (final conditions will be inspected by the City), the property owner agrees to have all damages repaired within forty-five (45) days after tree removal. If the property owner fails to make repairs, the property owner will be assessed the full value of the tree based on International Society of Arboriculture (ISA) standards. The property owner will be required to replant a tree if the parkway space is available. If the request is granted the property owner will be required to complete all permits, provide a bond for completion, and secure a City-approved, licensed, bonded and insured contractor.

Private Trees Obstructing Public Property

Any tree, shrub, or plant located on private property infested with disease or insects which, in the opinion of the Director of Public Works, is infectious and may spread such disease or insects to other trees or shrubs in the City, shall constitute a public nuisance. (Municipal Code Chapter 15.28).

Any tree, shrub, or plant growing or standing on private property in such a manner that any portion interferes with utility poles, lines, wire, or electroliers lawfully erected or maintained along any public street or sidewalk or restricts the flow of traffic or visibility of such street, sidewalk, or intersection or any such tree which has become diseased or weakened in such a manner as to be dangerous to persons lawfully using the streets or sidewalks shall constitute a public nuisance.

The Director of Public Works shall cause notice to be served upon the property owner directing that the public nuisance be removed or abated within seven (7) days. If the public nuisance is not abated or removed or abated within seven (7) days after notice is served, the Director is granted authority to pursue nuisance abatement or code enforcement remedies.

Private Trees and Shrubs Damaging Public Property

If a private tree, shrub, or other plant material causes damage to public property including sidewalks, curbs, gutters, streets, and alleys, repair of damaged areas is the responsibility of the abutting property owner. The property owner is required to obtain applicable permits from the City prior to making any repairs. If the property owner fails to make proper repairs, the City may pursue nuisance abatement or code enforcement remedies. See Section 12.20.030 of the Municipal Code regarding the obligation of residential property owners to maintain parkways adjacent to their property.

City Trees and Shrubs Damaging Private Property

If private property damage occurs as a direct result of a tree located on Public Property, the private property owner is may file a claim for damages with the City. Claim forms for such damages are available from the Public Works Department by calling (714) 562-3655. City Staff will review the claim and respond in the manner prescribed by law.

Penalties for Vandalizing or Damaging City Trees

If a property owner vandalizes or damages a City Tree adjacent to their private property, and the damage is such that it cannot be safely corrected and necessitates removal of the tree, the City may seek recovery from the property owner of all removal costs, including site cleanup, repair of hardscape damage, and replacement of the tree.

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*Updated November 14, 2023